CHAPTER ccvii.

An Act for confirming the making by the Furness Railway Company of an outfall sewer and for conferring further powers on the Company for the acquisition of Lands the raising of Capital and otherwise in relation to their Undertaking and for reducing the Light Duties levied by the Commissioners and Trustees of the Port of Lancaster and making further provision for the division between those Commissioners and Trustees and the Company of a portion of the Light Duties and for other purposes. A.D. 1894.

[25th August 1894.]

WHEREAS in the construction of some of the docks and works of the Furness Railway Company (in this Act called the Company) in the parish and borough of Barrow-in-Furness in the county of Lancaster it has been necessary for the Company to interfere with some of the outfall sewers of the mayor aldermen and burgesses of that borough (in this Act called the corporation) and in lieu thereof to construct (amongst others) the outfall sewer herein-after described and it is expedient that the construction of such outfall sewer and the application by the Company of their funds and revenues for such purpose be sanctioned and confirmed:

And whereas it is expedient that the Company be empowered to acquire for the purposes of the said outfall sewer and for the general purposes of or connected with their undertaking the additional lands in this Act mentioned:

And whereas it is expedient that the Company and the corporation be empowered to enter into and carry into effect agreements for or with respect to the transfer to and vesting in the corporation of the said outfall sewer and lands on which the same has been constructed and near thereto and of any other sewers already or hereafter constructed by the Company for the purpose of the drainage of the said borough and that the agreement between

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the Company and the corporation set forth in the schedule to this Act be confirmed:

And whereas in pursuance of the powers conferred by the Furness Railway and Barrow Harbour Act 1863 (in this Act called the Act of 1863) and the Furness Railway Act 1872 (in this Act called the Act of 1872) respectively the Company have from time to time for the purposes of and in connexion with their docks railways and works and otherwise for the purposes of their undertaking acquired certain lands and hereditaments consisting of an island called or known as Old Barrow Island and foreshore and sands adjoining thereto situate in the said parish of Barrow-in-Furness a large part of which lands and hereditaments has been appropriated and used by the Company for the purposes of their docks railways and other works and other parts thereof have been sold by the Company and the remaining part of the said lands and hereditaments will not or may not be required for the purposes of the undertaking of the Company:

And whereas it is expedient that such powers as are in this Act contained be conferred on the Company to sell lease let and dispose of any of such lands and of any of the lands acquired by them under the powers of this Act which from time to time may not be required for the purposes of their undertaking subject as in this Act mentioned:

And whereas under and by virtue of the Act of 1863 the Harbour of Barrow as defined by that Act is vested in the Company and the Company are authorised from time to time to maintain buoy light regulate and cause to be cleansed deepened and improved the said harbour in such manner and to such extent as they deem expedient and by the same Act (section 14) it is provided that the Company shall have jurisdiction over Piel Harbour and Piel Channel beyond the limits of the Harbour of Barrow for the purpose of maintaining improving regulating and buoying the said Piel Harbour and Channel as far as Helpsford Scar and by the Furness Railway Act 1879 (in this Act called "the Act of 1879") it is (section 23) provided that the limits within which the powers of the harbour master pier master pilots meters and weighers appointed by the Company may be exercised shall comprise and include the Harbour of Barrow Piel Harbour and Piel Channel as far as Helpsford Scar and that all byelaws of the Company relating to the Harbour of Barrow shall apply to and may be put in force within Piel Harbour and Piel Channel as far as Helpsford Scar in addition to the Harbour of Barrow:

And whereas the following Acts of Parliament (that is to say):—

An Act of the twenty-third year of the reign of His late Majesty King George the Second chapter twelve;

An Act of the twelfth year of the reign of His late Majesty King George the Third chapter eighty-one:

An Act of the twenty-ninth year of the same reign chapter thirty-nine; and

An Act of the forty-seventh year of the same reign sess. 2 chapter thirty-seven;

have been passed relating to the navigation of the River Lune and the Port of Lancaster and under and by virtue of those Acts various powers and authorities are conferred on and vested in the commissioners and trustees acting in execution thereof which commissioners and trustees are commonly called or known as and are in this Act called the commissioners and trustees of the Port of Lancaster:

And whereas the Act of 1879 recites some of the provisions of the above-mentioned Act of the twenty-ninth year of George the Third chapter thirty-nine and also recites as follows:—

And whereas under and by virtue of the above-recited provisions the commissioners and trustees of the Port of Lancaster have erected and maintain a lighthouse on Walney Island and levy and receive on all ships or vessels entering or leaving the Harbour of Barrow and Piel Harbour the light duties authorised by the above-recited Act and the light duties so levied and received by the said commissioners and trustees exceed the cost of maintaining the said lighthouse but except so far as the same are applied to the cost of maintaining such lighthouse no portion thereof is expended in works of improvement in the said Harbour of Barrow Piel Harbour or Piel Channel;

And whereas the Company have under and by virtue of the powers of the Act of 1863 and subsequent Acts constructed large docks and works at Barrow for the accommodation of the shipping resorting thereto and have expended and are still expending large sums of money in and about the same and in maintaining regulating and improving the Harbour of Barrow and Piel Harbour and Piel Channel as far as Helpsford Scar and for affording facilities for the shipping resorting thereto and by reason of the works and operations of the Company the number and tonnage of the ships and vessels trading to and from the Harbour of Barrow and the trade and commerce of Barrow have of late years very largely increased and are still

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increasing and the sums received by the commissioners and trustees of the Port of Lancaster for light duties in respect of such ships and vessels have also largely increased;

And whereas for the purpose of affording proper accommodation to the shipping resorting to Piel Harbour it is necessary that additional moneys should from time to time be expended in maintaining buoying lighting regulating and improving the said harbour and channel as far as Helpsford Scar;

And whereas it would be greatly to the advantage of the shipping resorting to the Harbour of Barrow and Piel Harbour if a portion of the money received by the commissioners and trustees of the Port of Lancaster for or in respect of light duties upon vessels entering or leaving or sailing into or out of the said harbours were paid to the Company and the Company were authorised and required to apply the same to the maintenance improvement and regulation of Piel Harbour and Piel Channel as far as Helpsford Scar and it is expedient and the said commissioners and trustees have in the special circumstances agreed that such provisions as are herein-after contained for the payment to and the application by the Company of a portion of the money received from the light duties be made;

and enacts (section 29) as follows:—

From and after the thirtieth day of April one thousand eight hundred and eighty the following provisions relating to the Company and the commissioners and trustees of the Port of Lancaster shall have full force and effect (that is to say):

(A) All moneys received by the commissioners and trustees of the Port of Lancaster for or in respect of the light duties on ships or vessels or on goods carried in ships or vessels entering or leaving the Harbour of Barrow and Piel Harbour and Piel Channel and navigating or sailing by or between the south end of Walney Island and the north-west side or part of Rossall Point and the light duties on ships or vessels or on goods carried in ships or vessels entering or leaving the Harbour of Barrow Piel Harbour and Piel Channel and sailing into or out of the River Duddon (all of which said light duties are herein-after called "the light duties") shall after deducting therefrom the cost of collecting the light duties from time to time be paid and applied by them in manner following (that is to say):

(1) When the light duties (after such deduction) do not exceed one thousand five hundred pounds in any one year the whole thereof shall be retained by the

commissioners and trustees of the Port of Lancaster for their own use;

(2) When the light duties (after such deduction) exceed one thousand five hundred pounds and do not exceed three thousand pounds in any one year the commissioners and trustees of the Port of Lancaster shall retain for their own use the sum of one thousand five hundred pounds and as to the sum remaining after deducting such sum of one thousand five hundred pounds one half thereof shall be retained by the commissioners and trustees of the Port of Lancaster for their own use and the other half thereof shall be paid by the commissioners and trustees of the Port of Lancaster to the Company;

(3) When the light duties (after such deduction of the cost of collecting the light duties) exceed three thousand pounds in any one year the commissioners and trustees of the Port of Lancaster shall retain for their own use the sum of two thousand two hundred and fifty pounds and the sum remaining (after deducting such sum of two thousand two hundred and fifty pounds) shall be paid by the commissioners and trustees of the Port of Lancaster to the Company;

(B) The commissioners and trustees of the Port of Lancaster shall within one month from the expiration of each year pay to the Company the sum which under the provisions of this clause is to be paid to the Company and in default of payment of any such sum the payment in arrear shall be deemed to be a debt which has priority by statute and shall have all the incidents thereof and may be recovered accordingly by the Company in any court of competent jurisdiction together with interest at the rate of ten per centum per annum thereon and full costs of suit;

(C) The commissioners and trustees of the Port of Lancaster shall keep full and accurate accounts of the whole of their receipts from the light duties for the year ending the thirtieth day of April in each year duly audited and certified by an auditor to be agreed upon between the commissioners and trustees of the Port of Lancaster and the Company or failing agreement by an auditor to be appointed by the Board of Trade and the commissioners and trustees of the Port of Lancaster shall send a copy of such accounts to the Company on or before the

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expiration of one month from the day on which such account shall end;

(d) All sums from time to time received by the Company from the commissioners and trustees of the Port of Lancaster for or in respect of the light duties shall be applied by the Company in maintaining buoying lighting regulating and improving Piel Harbour and Piel Channel as far as Helpsford Scar and to no other purpose Provided always that before the commencement by the Company of any works to which such light duties are to be so applied plans of such works shall be submitted by the Company to and approved by the Board of Trade:

And whereas since the passing of the Act of 1879 the Company have expended in addition to the sums received by them from the commissioners and trustees of the Port of Lancaster under the above recited provisions further sums in maintaining buoying lighting regulating and improving Piel Harbour and Piel Channel and the lights provided by the Company and by the Corporation of Trinity House Deptford Strond are of great service and benefit to and sufficient for all purposes for the shipping entering or leaving the Harbour of Barrow Piel Harbour and Piel Channel:

And whereas the said lighthouse erected by the commissioners and trustees of the Port of Lancaster on Walney Island is not of any service to ships or vessels entering or leaving the Harbour of Barrow Piel Harbour or Piel Channel and such ships and vessels receive no service or benefit whatever for the several rates tonnage keelage or duties (in this Act called the light duties) which are demanded and taken in respect of such lighthouse by the commissioners and trustees of the Port of Lancaster except as to the portion of such light duties which is paid by the commissioners and trustees of the Port of Lancaster to the Company and applied by the Company in maintaining buoying lighting regulating and improving Piel Harbour and Piel Channel as far as Helpsford Scar in accordance with the above recited provisions of the Act of 1879:

And whereas the moneys received by the commissioners and trustees of the Port of Lancaster for or in respect of the light duties on the said ships or vessels and retained by the said commissioners and trustees for their own use greatly exceed the cost of maintaining the said lighthouse and collecting the light duties and it is expedient that such light duties be reduced as by this Act provided:

And whereas it is expedient that in lieu of the provisions of the said recited section 29 of the Act of 1879 such further provisions

as are in this Act contained be made for the division of the light duties between the commissioners and trustees of the Port of Lancaster and the Company and for the application by the Company of the portion of the light duties received by them:

And whereas the commissioners and trustees of the Port of Lancaster also receive and take light duties on ships or vessels entering or leaving the Port or Harbour of Fleetwood and by the London and North Western Railway Act 1880 (section 53) provision is made for the division of the light duties between the said commissioners and trustees and the London and North Western Railway Company and the Lancashire and Yorkshire Railway Company as proprietors of the Preston and Wyre Railway and Harbour:

And whereas besides the light duties that the commissioners and trustees are entitled to take in respect of vessels entering or leaving the Harbours of Barrow and Fleetwood they are entitled to receive and take similar light duties in respect of other vessels navigating or sailing between the south end of Walney Island and the north-west side of Rossall Point or sailing into or out of the River Duddon or loading or unloading within any other port haven or creek in Lancaster Bay otherwise Morecambe Bay:

And whereas it is expedient that such light duties be reduced as by this Act provided:

And whereas it is expedient that such provisions as are in this Act contained be made for the application by the commissioners and trustees of the Port of Lancaster of the light duties retained by them for their own use:

And whereas it is expedient to confer on the Board of Trade such powers in relation to the light duties as by this Act provided:

And whereas it is expedient that the Company be empowered to raise further money for the purposes of this Act and for the general purposes of their undertaking:

And whereas it is expedient that such further provisions be made with respect to the Company and their undertaking as are in this Act contained:

And whereas plans and sections showing the line and levels of the work authorised by this Act and plans of the lands to be acquired under the powers of this Act and also books of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Lancaster and are herein-after respectively referred to as the deposited plans sections and books of reference:

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And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited as the Furness Railway Act 1894.

Incorporation of general Acts.

2. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act (that is to say):—

The Lands Clauses Acts:

The Railways Clauses Consolidation Act 1845:

The Harbours Docks and Piers Clauses Act 1847:

The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money by the Company on mortgage or bond;

The conversion of borrowed money into capital;

The consolidation of shares into stock;

The making of dividends;

The giving of notices;

The provision to be made for affording access to the special Act by all parties interested:

And Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction:

And for the purposes of this Act—

The expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Confirming construction of outfall sewer at Barrow-in-Furness.

4. The making by the Company in the line and according to the levels shown on the deposited plans and sections of the following work wholly situate in the parish and borough of Barrow-in-Furness in the county of Lancaster is hereby sanctioned and confirmed.

The work herein-before referred to and by this Act sanctioned and confirmed is—

An outfall sewer commencing at or near the eastern corner of the Cavendish Dock of the Company and proceeding in a south-westerly direction for a distance of one thousand six hundred and sixty-six yards or thereabouts and terminating at a point nine hundred and eighty yards or thereabouts from and to the north-east of the Pile Light on the eastern side of Walney Channel:

And the application by the Company of their funds and revenues in or about the making of such work is hereby sanctioned and confirmed.

Power to acquire additional lands.

5. Subject to the provisions of this Act the Company may from time to time (but as to the lands firstly herein-after described by agreement only) enter upon take use and appropriate for the purposes of the outfall sewer and for other purposes of their undertaking all or any of the lands following delineated on the deposited plans and described in the deposited books of reference wholly situate in the said parish and borough of Barrow-in-Furness (that is to say):—

(A) Lands bounded on the south-west by the Walney Channel on the east by an imaginary line commencing at a point one hundred and thirty-five yards or thereabouts from and to the east of the eastern corner of the Cavendish Dock of the Company and proceeding in a direction due south to and terminating at the Walney Channel and on the north-west west and north-east by the Cavendish and Ramsden Docks and other property of the Company;

(B) Lands on Walney Island situate and lying between the public road leading from Northscale to Biggar and low water mark part of which is now used by the Company as a landing place

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in connexion with their ferry and other part of which adjoins and extends for a distance of two hundred yards or thereabouts on each side of such landing place Provided that the Company shall not stop up or interfere with any public landing place or right of way (if any) on such lands.

Period for compulsory purchase of lands.

6. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Power to take easements &c. by agreement.

7. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which any persons other than parties to the agreement have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Restriction on taking houses of labouring class.

8.—(1) The Company shall not under the powers of this Act purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

(2) For the purposes of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Agreements with Corporation of Barrow-in-Furness in reference to sewers.

9. The Company and the corporation may from time to time enter into and carry into effect agreements for or with respect to the transfer to and vesting in the corporation of all or any part of the said outfall sewer and lands on which the same has been constructed and adjoining and near thereto and any other sewers already or hereafter constructed by the Company for the purpose of the drainage of the said borough on such terms and conditions

as have been or may hereafter be agreed on and all matters incidental thereto.

Power to lease &c. certain lands.

10. With respect to lands acquired by the Company under the powers of the Act of 1863 the Act of 1872 and this Act respectively situate in the said parish and borough of Barrow-in-Furness and which may not be required for the purposes of the docks railways works or other purposes of the Company the following provisions shall have effect :—

(A) The Company may from time to time grant leases of any of such lands for such term or terms as they may think fit to any persons corporations or companies (such corporations or companies being capable at law of accepting such leases) who shall covenant to improve such lands by laying out money in the construction or erection thereon of graving docks basins lay-byes shipbuilding yards wharves landing places warehouses sheds and other buildings and conveniences calculated to promote or facilitate the business of the Company and they may also grant to such lessees the use (during the continuance of their respective leases) of such wharfage water space quayage and other easements as may be requisite for the purpose of the trade or business to be carried on in or at the places warehouses buildings or works so to be constructed or erected by such lessees ;

(B) Every such lease shall be made without fine and may be made with and subject to such exceptions reservations yearly or other rents or payments covenants conditions powers and provisions as the parties thereto mutually agree on Provided that in every such lease due provision be made for securing the payment performance and observance by the lessees thereunder of the rents (if any) covenants and provisions in and by such leases respectively reserved and contained and on their part to be respectively paid performed and observed Provided also that a duplicate or counterpart of every such lease be executed by the lessees therein named and delivered to the Company ;

(C) Notwithstanding anything in the Lands Clauses Acts to the contrary the Company shall not be bound to sell or dispose of any lands let or leased under the provisions of this section or the reversion thereof ;

(D) The Company as and when they deem it expedient may sell and dispose of the reversion of any lands let or leased under the powers of this Act.

Power to sel lands not required.

11. The Company may if and when they think fit sell and convey any of the said lands to which section 10 of this Act applies to such persons as the Company think fit.

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Provisions as to sales or leases in pursuance of existing agreements.

12. Any conveyance or lease of any of the said lands to which section 10 of this Act applies to be hereafter executed by the Company in pursuance of any agreement heretofore entered into shall be valid and free from objection provided the same shall be such a conveyance or lease as might be made under and shall be in conformity with the provisions of this Act notwithstanding that the Company may not at the date of the agreement in pursuance of which the same shall be made have had power to enter into the same Provided also that a counterpart or duplicate of every such lease shall be executed by the lessees thereunder and delivered to the Company.

Receipts of Company to be a discharge.

13. The receipt of three directors of the Company for any purchase moneys payable to the Company under or by virtue of the provisions of this Act shall effectually discharge the person paying the same therefrom and from being bound to see to the application or being answerable for the loss misapplication or non-application thereof.

Application of purchase moneys.

14. All purchase moneys received by the Company in respect of the sale or disposition of any of the said lands or the sale of the reversion of any lands let or leased under the powers of this Act may after paying all expenses incident to such sales or dispositions and satisfying all lawful demands to which the lands and premises so respectively sold or disposed of shall be liable be applied to any of the general purposes of the Company to which capital is properly applicable.

Reduction of light duties at Barrow.

15. From and after the thirtieth day of April one thousand eight hundred and ninety-five the light duties authorised to be levied by section 8 of the recited Act of the twenty-ninth year of the reign of His late Majesty King George the Third chapter 39 (herein-after called the Act of 1789) in respect of ships or vessels entering or leaving the Harbour of Barrow or Piel Harbour or Piel Channel and navigating or sailing by or between the south end of Walney Island and the north-west side or part of Rossall Point and in respect of ships or vessels entering or leaving the Harbour of Barrow or Piel Harbour or Piel Channel and sailing into or out of the River Duddon shall cease to be levied and taken and in lieu thereof the commissioners and trustees of the Port of Lancaster may levy and take any light duties not exceeding the following (that is to say) :—

(1) In the case of any ship or vessel loading or unloading or loading and unloading within the Harbour of Barrow Piel Harbour or Piel Channel once only during a period of twelve months the sum of one penny halfpenny per register ton of

such ship or vessel and for all occasions beyond the first on which any ship or vessel shall so load or unload or load and unload during a period of twelve months an additional sum of one penny halfpenny per register ton of such ship or vessel;

(2) In the case of any ship or vessel as being driven by storms or being induced by any other cause or reason shall enter or leave or enter and leave but shall not load or unload within the said Harbour of Barrow Piel Harbour or Piel Channel the sum of one penny per register ton once in every voyage;

(3) The light duties by this section authorised shall be levied collected and paid according to the measurements of each ship or vessel respectively to be ascertained by the register of such ship or vessel or if there shall be no such register then by measurement to be ascertained by the Merchant Shipping Act 1854 and the Acts amending the same;

(4) The provisions of sections 9 10 11 12 and 13 of the Act of 1789 shall extend and apply to the light duties by this section authorised:

Provided that the said commissioners and trustees shall not levy and take any light duties on or in respect of Her Majesty's ships of war and other ships employed in the Queen's service and ships and vessels wholly laden with coal or other fuel:

Provided also that the said commissioners and trustees shall not under the provisions of the Act of 1789 and of this Act levy and take in the case of any ship or vessel during a period of twelve months any light duties exceeding threepence per register ton of such vessel.

Repeal of section 29 of Act of 1879 and provisions in lieu thereof.

16. As on and from the thirtieth day of April one thousand eight hundred and ninety-five section 29 of the Act of 1879 is by this Act repealed and in lieu thereof the following provisions shall have full force and effect (that is to say):

The light duties received by the commissioners and trustees of the Port of Lancaster in pursuance of section 15 of this Act (hereinafter called Barrow light duties) shall after deducting therefrom the cost of collecting the same from time to time be applied by the said commissioners and trustees as follows (that is to say):—

(1) When the Barrow light duties after such deduction do not exceed nine hundred and seventy-five pounds in any one year the whole thereof shall be retained by the commissioners and trustees of the Port of Lancaster;

(2) When the Barrow light duties after such deduction exceed nine hundred and seventy-five pounds in any one year the commissioners and trustees of the Port of Lancaster shall retain the sum of nine hundred and seventy-five pounds and

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the sum remaining (after deducting such sum of nine hundred and seventy-five pounds) shall be paid by the commissioners and trustees of the Port of Lancaster to the Company;

(3) The commissioners and trustees of the Port of Lancaster shall within one month from the expiration of each year pay to the Company the sum which under the provisions of this section is to be paid to the Company and in default of payment of any such sum the payment in arrear shall be deemed to be a debt which has priority by statute and shall have all the incidents thereof and may be recovered accordingly by the Company in any court of competent jurisdiction together with interest at the rate of ten per centum per annum thereon and full costs of suit;

(4) The commissioners and trustees of the Port of Lancaster shall keep full and accurate accounts of the whole of their receipts from the Barrow light duties for the year ending the thirtieth day of April in each year duly audited and certified by an auditor to be agreed upon between the commissioners and trustees of the Port of Lancaster and the Company or failing agreement by an auditor to be appointed by the Board of Trade and the commissioners and trustees of the Port of Lancaster shall send a copy of such accounts to the Company on or before the expiration of one month from the day on which such account shall end;

(5) All sums from time to time received by the Company from the commissioners and trustees of the Port of Lancaster for or in respect of the Barrow light duties shall be applied by the Company in maintaining buoying lighting regulating and improving the Harbour of Barrow Piel Harbour and Piel Channel as far as Helpsford Scar.

Reduction of light duties at Fleetwood.

17. From and after the thirtieth day of April one thousand eight hundred and ninety-five the light duties authorised to be levied by section 8 of the recited Act of the twenty-ninth year of the reign of His late Majesty King George the Third chapter 39 (hereinafter called the Act of 1789) in respect of ships or vessels entering or leaving the Port or Harbour of Fleetwood and navigating or sailing by or between the south end of Walney Island and the north-west side or part of Rossall Point shall cease to be levied and taken and in lieu thereof the commissioners and trustees of the Port of Lancaster may levy and take any light duties not exceeding the following (that is to say):—

(1) In the case of any ship or vessel loading or unloading or loading and unloading within the Port or Harbour of Fleet-

wood once only during a period of twelve months the sum of one penny halfpenny per register ton of such ship or vessel and for all occasions beyond the first on which any ship or vessel shall so load or unload or load and unload during a period of twelve months an additional sum of one penny halfpenny per register ton of such ship or vessel;

(2) In the case of any ship or vessel as being driven by storms or being induced by any other cause or reason shall enter or leave or enter and leave but shall not load or unload within the said Port or Harbour of Fleetwood the sum of one penny per register ton once in every voyage;

(3) The light duties by this section authorised shall be levied collected and paid according to the measurements of each ship or vessel respectively to be ascertained by the register of such ship or vessel or if there shall be no such register then by measurement to be ascertained by the Merchant Shipping Act 1854 and the Acts amending the same;

(4) The provisions of sections 9 10 11 12 and 13 of the Act of 1789 and the provisions of section 53 of the London and North Western Railway Act 1880 shall extend and apply to the light duties by this section authorised:

Provided that the said commissioners and trustees shall not levy and take any light duties on or in respect of Her Majesty's ships of war and other ships employed in the Queen's service and ships and vessels wholly laden with coal or other fuel:

Provided also that the said commissioners and trustees shall not under the provisions of the Act of 1789 and of this Act levy and take in the case of any ship or vessel during a period of twelve months any light duties exceeding threepence per register ton of such vessel.

Reduction of light duties at other ports in Lancaster Bay.

18. From and after the thirtieth day of April one thousand eight hundred and ninety-five the light duties authorised to be levied by section 8 of the Act of 1789 in respect of all ships or vessels referred to in that section (other than those mentioned in sections 15 and 17 of this Act) shall cease to be levied and taken and in lieu thereof the commissioners and trustees of the Port of Lancaster may levy and take light duties not exceeding the following:—

(1) In the case of any ship or vessel loading or unloading or loading and unloading within any port haven or creek within Lancaster Bay (otherwise Morecambe Bay) or the River Duddon once only during a period of twelve months the sum of one penny halfpenny per register ton of such ship or vessel and for all occasions beyond the first on which any ship or vessel shall

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so load or unload or load and unload during a period of twelve months an additional sum of one penny halfpenny per register ton of such ship or vessel;

(2) In the case of any ship or vessel as being driven by storms or being induced by any other cause or reason shall enter or leave or enter and leave but shall not load or unload within any such port haven creek or river the sum of one penny per register ton once in every voyage;

(3) The light duties by this section authorised shall be levied collected and paid according to the measurements of each ship or vessel respectively to be ascertained by the register of such ship or vessel or if there shall be no such register then by measurement to be ascertained by the Merchant Shipping Act 1854 and the Acts amending the same;

(4) The provisions of sections 9 10 11 12 and 13 of the Act of 1789 shall extend and apply to the light duties by this section authorised:

Provided that the said commissioners and trustees shall not levy and take any light duties on or in respect of Her Majesty's ships of war and other ships employed in the Queen's service and ships and vessels wholly laden with coal or other fuel:

Provided also that the said commissioners and trustees shall not under the provisions of the Act of 1789 and of this Act levy and take in the case of any ship or vessel during a period of twelve months any light duties exceeding threepence per register ton of such vessel.

Application of light duties by commissioners and trustees of Port of Lancaster.

19. All moneys received by the commissioners and trustees of the Port of Lancaster for or in respect of light duties and retained by them shall be applied by them for the purposes and in the order following and not otherwise (that is to say):—

(1) In payment of the working and establishment expenses (including rates and taxes) and costs of maintenance and repair of the Walney Lighthouse and Hawes Point Light;

(2) In payment of the interest on any mortgages or other securities granted and issued by the said commissioners and trustees for or in respect of moneys borrowed on the security either wholly or partially of the light duties;

(3) In paying off within a period of forty years from the passing of this Act all moneys borrowed by them on the security either wholly or partially of the light duties and for the time being remaining unpaid;

(4) In fulfilling and discharging any obligations of the said commissioners and trustees under the agreement which is set

forth in the Second Schedule to the London and North Western Railway (New Railways &c.) Act 1878 and confirmed by section 55 of that Act and under the several Acts relating to the said commissioners and trustees to the fulfilment and discharge of which obligations the light duties are properly applicable;

(5) The said commissioners and trustees shall repay the money so borrowed and remaining unpaid either by equal annual instalments of principal or of principal and interest or by setting apart in every year as a sinking fund such a sum or sums as will according to a reasonable calculation for the time being with accumulations in the way of compound interest be sufficient after payment of all expenses to pay off the money so borrowed and remaining unpaid within the said period of forty years and shall invest the same in the purchase of Exchequer Bills or other Government securities or in securities in which trustees are by law for the time being authorised to invest other than the securities of the said commissioners and trustees and securities transferable by delivery the said commissioners and trustees being at liberty from time to time to vary and transpose such investments;

(6) The said commissioners and trustees may at any time apply the whole or any part of such sinking fund in or towards the discharge of the money for the repayment of which the fund is established Provided that the said commissioners and trustees pay into the fund each year and accumulate until the whole of the money so borrowed is discharged a sum equivalent to the interest which would have been produced by the sinking fund or the part of the sinking fund so applied;

(7) The clerk to the said commissioners and trustees shall within twenty-one days after the expiration of each year ending on the thirtieth day of April in which any sum is required to be paid as an instalment or to be set apart for a sinking fund in respect of moneys so borrowed transmit to the Board of Trade a return in such form as may be prescribed by that Board and verified by statutory declaration if so required by them showing for the year next preceding the making of such return the amounts which have been paid as instalments and the amounts which have been invested or applied for the purpose of such sinking fund and the description of the securities upon which any investment has been made and the purposes to which any portion of the sinking fund or investment or of the sums accumulated by way of interest has been applied during the same period and the total amount (if any)

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remaining invested at the end of the year and in the event of any wilful default in making such return such clerk shall be liable to a penalty not exceeding twenty pounds which shall be paid to the Board of Trade and shall be recoverable by that Board in the same manner as penalties recoverable under the Public Health Act 1875 in a summary manner may be recovered by parties aggrieved within the meaning of that Act;

(8) If it appears to the Board of Trade by that return or otherwise that the said commissioners and trustees have failed to pay any instalment required to be paid or to set apart any sum required for any sinking fund or have applied any portion of the moneys set apart for any sinking fund or of the sums accumulated by way of interest to any purposes other than those authorised the Board of Trade may by order direct that the sum in such order mentioned not exceeding double the amount in respect of which default has been made shall be paid by way of instalment or be set apart and invested or applied as part of the sinking fund and any such order shall be enforceable by writ of Mandamus to be obtained by the Board of Trade out of the High Court.

Annual account to be sent to the Board of Trade.

20. The commissioners and trustees of the Port of Lancaster shall keep a separate account of the receipt and expenditure of the light duties and shall once in every year or at such other time as the Board of Trade may determine send a copy of such account to the Board of Trade and shall send the same in such form and shall give such particulars in relation thereto as the Board of Trade may require.

Power to the Board of Trade to revise the light duties.

21.—(1) If at any time after three years from the thirtieth day of April eighteen hundred and ninety-five and from time to time thereafter the clear annual income of the commissioners and trustees of the Port of Lancaster derived from the light duties and retained by them on the average of the then three last preceding years shall exceed the amount sufficient to answer the purposes of section 19 of this Act and to meet any increase of the existing rates levied in respect of the Walney Lighthouse the Board of Trade may if in their discretion they think fit reduce such light duties and may also reduce the respective annual amounts to be retained by the commissioners and trustees of the Port of Lancaster out of the light duties in pursuance of the provisions of section 53 of the London and North Western Railway Act 1880 and section 16 of this Act respectively so that the said annual income of the said commissioners and trustees may so far as it is practicable be

sufficient and not more than sufficient to answer the purposes of the said section 19 of this Act and to meet any increase of the existing rates levied in respect of the Walney Lighthouse.

(2) If at any time the said clear annual income of the said commissioners and trustees shall not be sufficient to answer the purposes of section 19 of this Act and to meet any increase of the existing rates levied in respect of the Walney Lighthouse the Board of Trade may from time to time on the application of the said commissioners and trustees increase all or any of the said light duties to not exceeding the sums authorised by this Act and may also increase the annual amounts to be retained by the said commissioners and trustees out of the Barrow light duties and the Fleetwood light duties respectively to such sums as the Board of Trade think fit not exceeding in the case of the Barrow light duties the sum of nine hundred and seventy-five pounds and in the case of the Fleetwood light duties the sum of seven hundred and twenty-five pounds:

Provided that in exercising the powers conferred by this section the Board of Trade shall have regard to the provisions of section 16 of this Act and of section 53 of the London and North Western Railway Act 1880 respectively and before exercising any of such powers shall consider any representations made to them by or on behalf of the Company and the London and North Western and Lancashire and Yorkshire Railway Companies as proprietors of the Preston and Wyre Railway and Harbour respectively.

For preventing trespass on the railways of the Company.

22. Any person who shall trespass upon any of the railways of the Company shall without having received any personal or other warning than herein-after mentioned forfeit and pay by way of penalty any sum not exceeding forty shillings for every such offence and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the recovery of penalties and the Summary Jurisdiction Acts shall extend and apply to and in the case of every such penalty Provided that no person shall be subject to any penalty under this enactment unless the Company shall prove to the satisfaction of the justices before whom complaint is laid that they have painted on boards or printed painted or enamelled on enamelled or other iron or any other material public warning to persons not to trespass upon their railways and that one or more of such boards has been affixed upon their railways and at the station on their railway and at the level crossing (if any) nearest to the spot where such trespass on their railway is alleged to have been committed and the Company shall renew such warning as often as the same shall be obliterated or destroyed and no penalty

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shall be recoverable unless such warning is so placed and renewed Provided also that no person lawfully crossing the railway at any level crossing thereof or passing along any public right of way (if any) over or along the railway shall be liable to any such penalty as aforesaid And provided lastly that this enactment shall not interfere with but shall be subject to any future general enactment on the subject of trespassing on railways.

Power to raise additional capital.

23. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 from time to time raise for the purposes of this Act and for the general purposes of their undertaking any additional capital not exceeding in the whole one hundred thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively but the Company shall not issue any share of less nominal amount than ten pounds.

Shares not to be issued until one-fifth paid up.

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

Except as otherwise provided new shares or stock to be subject to same incidents as other shares or stock.

25. Except as is by this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively (except any capital and shares and stock therein to which a preferential dividend is attached and the holders thereof respectively) shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital The capital in new shares or stock so created shall form part of the capital of the Company Provided that (unless otherwise specified in any resolution of the Company creating the same) no person shall be entitled to vote in respect of any share or stock created or issued under this Act to which a preferential dividend shall be assigned.

Dividends on new shares or stock.

26. Every person who becomes entitled to new shares or stock issued by the Company under this Act shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend either preferential or ordinary as the case may be with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid

on such new shares or to the whole amount of such stock as the case may be.

Power to borrow on mortgage.

27. The Company may in respect of the additional capital of one hundred thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage any sums not exceeding in the whole thirty-three thousand three hundred and thirty-three pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such capital have been issued and accepted and that one half of such capital has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Repealing provisions of former Acts with respect to appointment of a receiver.

28. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal or principal and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision.

For appointment of a receiver.

29. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a

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receiver is made shall not be less than ten thousand pounds in the whole.

Former mortgages to have priority.

30. All mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and which shall be subsisting at the time of the passing thereof shall during the continuance of such mortgages and bonds and subject to the provisions of the Acts under which the same were granted have priority over any mortgages to be granted by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Power to Company to create debenture stock.

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

Application of moneys raised under this Act.

32. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied for the purposes of this Act and the general purposes of the Company only to which capital is properly applicable and the Company may apply to the purposes of this Act any of the moneys which they now have in their hands or which they have power to raise under any of the Acts relating to the Company and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Confirming agreement between the Company and the corporation.

33. The agreement between the Company and the Corporation set forth in the schedule to this Act is hereby comfirmed and made binding upon the parties thereto.

No interest or dividend to be paid out of capital.

34. The Company shall not out of any money by this Act authorised to be raised pay to any shareholder interest or dividend on the amount of calls made in respect of the shares held by him But nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

35. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application

to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Railways &c. not to be exempt from provisions of present and future general Acts.

36. Nothing in this Act contained shall exempt the Company or the railways of the Company from the provisions 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 nor from any future revision and alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by any Act relating to the Company.

Expenses of Act.

37. All the costs charges and expenses of and incident to the applying for obtaining and passing of this Act or preparatory or incidental thereto shall be paid by the Company.

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The SCHEDULE referred to in the foregoing Act.

An Agreement made the first day of August 1894 between the Furness Railway Company (herein-after called "the Company") of the one part and the Mayor Aldermen and Burgesses of the borough of Barrow-in-Furness (herein-after called "the Corporation") of the other part.

Whereas the Company have by virtue of the Furness Railway Act 1872 constructed a dock called the Cavendish Dock within the said borough and in the construction of the said dock it was found necessary to divert the outfall sewer of the Corporation at Salthouse within the said borough And whereas in order to connect the said outfall sewer with the other sewers of the Corporation the Corporation have constructed partly at the expense of the Company under so much of the piece of the land marked by a red line on the plan hereto annexed as extends thereon from the point marked A to the point marked B an oval sewer 4 feet in height by 3 feet 3 inches in width internal measurements and have connected the same with a sewer of the Corporation at the said point marked A on the said plan And whereas the Company have constructed under the piece of land marked by a red line on the said plan an outfall sewer of an internal diameter of 4 feet extending from the easternmost point of the sewer so constructed by the Corporation as aforesaid (which point is marked B on the said plan) to a point on the north side of the railway embankment known as the Cavendish Bank (which point is marked C on the said plan) with proper manholes inspection shafts ventilating shafts covers doors flushing arrangements and other apparatus and have connected the same to the said first-mentioned sewer at the aforesaid point B And whereas the Company have constructed an iron culvert pipe or sewer through and under the said railway embankment from the said point marked C on the said plan to the point marked F on the said plan with the necessary tidal flap at or near the said point marked F and have constructed an open cut or sewer from the said point marked F to the point marked D on the said plan for the purpose of conveying to Walney Channel the sewage and storm water discharged by the said outfall sewer And whereas the Company have also constructed an iron culvert pipe or sewer under the said railway embankment from the point marked E on the said plan to the point marked G on the said plan with two flaps and also an open cut or sewer from the said point marked G to a point near the said point marked F at which the last-mentioned open cut or sewer connects with the aforesaid open cut or sewer extending from the point marked F to the point marked D on the said plan for the purpose of conveying through such last-mentioned open cut or sewer to Walney Channel the waters of the Abbey Beck and Salthouse Pool and the sewage and storm water of certain other sewers which discharge into the same And whereas questions have arisen between the Corporation and the Company as to the sufficiency of some of the said works so constructed

by the Company and generally as to the arrangements now in force for the disposal of the sewage and storm water now discharged into the said open cut extending from the point marked F to the point marked D on the said plan And whereas with the view and purpose of effecting a final settlement of all such questions as aforesaid it has been agreed that the Corporation shall construct the further works herein-after mentioned and that the Company shall grant to the Corporation the rights easements and privileges herein-after mentioned and that the parties hereto shall enter into the covenants and agreements herein-after mentioned:

Now these presents witness that it is hereby agreed by and between the parties hereto as follows (that is to say) :—

1. The Company will grant to the Corporation the following easements namely :—

(A) A perpetual right or easement of laying continuing maintaining and repairing the sewer constructed by the Corporation as aforesaid under the land marked with a red line upon the said plan between the points marked A and B on the said plan with all the necessary manholes ;

(B) A perpetual right or easement of laying continuing maintaining and repairing the sewer constructed by the Company as aforesaid under the land marked with a red line between the points marked B and C on the said plan with all the necessary manholes ;

(C) A perpetual right or easement of continuing and using the iron culvert pipe or sewer under the railway embankment between the points marked C and F on the said plan ;

(D) A perpetual right or easement of constructing and of continuing and using in connexion with the works herein-after agreed to be executed by the Corporation a tide flap shaft with a tide flap therein near the Cavendish Dock Embankment at or near the said point marked F on the said plan in a position to be agreed between the engineers of the Company and the Corporation respectively ;

(E) A perpetual right or easement of constructing laying continuing maintaining and repairing the stoneware or fire-clay or iron pipe sewer in accordance with the section No. 1 hereunto annexed to be constructed by the Corporation as herein-after agreed in or about the situation shown by the green dotted line on the said plan and by the letters X Y Y Y Z thereon and the works in connexion therewith ;

(F) The right from time to time and at all times hereafter without payment to the Company or their assigns or to the lessees or tenants of the Company or their assigns of any compensation in respect thereof for the purpose of inspecting maintaining repairing and cleansing the sewers and works already constructed as herein-before mentioned and all and every the works to be constructed and maintained as herein-after provided for the Corporation their agents officers servants workmen and contractors with or without horses and carts to pass and repass over the land coloured brown on the plan from Salthouse Road to the sewer constructed by the Corporation between the said points marked A and B on the said plan as aforesaid and also along the line of such sewer and also along the line of the sewer constructed by the Company from the

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point marked B to the point marked C on the said plan or as near to the said lines of the said sewers as circumstances will permit to the said point C or as near thereto as practicable and also along the line of the said iron culverts pipes or sewers between the said points C and F and the said points E and G and also from the point where the high level intercepting sewer of the Corporation enters the property of the Company at or near the point marked V on the said plan along the line of such intercepting sewer or as near to the said line as circumstances will admit to the point marked X on the said plan and thence along the line of the stoneware or fire-clay or iron pipe sewer to be constructed by the Corporation as herein-after agreed in the position shown by the green dotted line on the said plan and by the letters X Y Y Y Z thereon or as near to such line as circumstances will admit;

And also the right to bring and place for a reasonable time upon the said premises and remove such materials machinery and other articles and to do such things as shall be necessary for inspecting maintaining and cleansing the said sewers culverts pipes works and apparatus but so that the Corporation shall not in the exercise of the rights and privileges hereby granted injure or damage any of the railways of the Company or interfere with the traffic thereon:

Provided and it is hereby agreed that in the event of it being found necessary for the Corporation in the exercise of the rights and privileges hereby granted to execute any works under any of the railways of the Company the Company shall when required by the Corporation execute such works as may be necessary to maintain the said railways and safely carry the traffic thereon and shall provide all inspectors signalmen and other servants which they may consider necessary for the protection of the railways and the trains and traffic thereon and the Corporation shall repay upon demand the cost of all works that may be so constructed and maintained by the Company and the wages and other expenses attending the employment of any such inspectors signalmen and other servants as aforesaid.

2. The Company will also procure from the Duke of Buccleuch and Queensberry a licence to the Corporation of a right or easement of continuing cleansing repairing maintaining inspecting and using the present open cut from the point marked F to the neighbourhood of the point marked D on the said plan in the position and direction shown as coloured blue on the said plan but so that as between the said point F and the point marked H on the said plan the Corporation shall be at liberty to alter the position and direction of such open cut within the limits of deviation indicated on the said plan by dotted lines and also a right or easement of constructing continuing cleansing repairing maintaining inspecting and using between the said points F and D a barrel or iron pipe sewer with inspection shafts and appendages along the invert of the said open cut whether the same continue in its present position or direction or be as between the points marked F and H altered as aforesaid and also of a right to fill up the said open cut so far as such barrel or iron pipe sewer be laid as aforesaid and for that purpose to use the surplus excavation now deposited on each side of the said cut and at any time thereafter to reopen such cut if the Corporation shall think fit so to do until such time within the limits allowed by law for

the exercise of the power of revocation as the said Duke of Buccleuch and Queensberry or other the lord or lords lady or ladies for the time being of the manor of Plain Furness in the county of Lancaster or the guardian or guardians of any infant lord or lady of the said manor or some corporation or persons claiming through or under them him or her shall at his or their own sole charge and expense have executed and made another open cut or sewer or another outfall sewer in substitution for the open cut or sewer now existing between the points marked F and D upon the said plan such other open cut or sewer or outfall sewer to be of at least equal capacity for carrying the sewage and storm water required to pass through the same and for receiving and carrying a barrel or iron pipe sewer along its invert and to be equally efficient in all respects for the purpose of conveying the sewage from the said point marked F on the said plan to the Walney Channel as the open cut or sewer delineated on the said plan and upon the section No. 2 also hereto annexed between the points marked F and D on such plan and shall by deed revoke the licence herein-before mentioned and require the Corporation or their assigns to discontinue the use of the present open cut or sewer and the barrel or iron pipe sewer to be laid therein and to use instead thereof the substituted outfall sewer or open cut or sewer and shall by deed authorise the Corporation at the expense of the Corporation to construct continue cleanse maintain repair inspect and use a barrel or iron pipe sewer in the invert of such substituted open cut or sewer or any part thereof and if the Corporation shall think fit at their own cost to remove the barrel or iron pipe sewer from the invert of the open cut or sewer between the said points marked F and D on the said plan The licence herein-before referred to shall be in the form set forth in the schedule hereto.

3. The Corporation will within two years from the date of this agreement construct and complete at their own cost and thereafter maintain a barrel or iron pipe sewer with a proper inspection shaft and tidal flap at the Cavendish Dock Wall at or near the said point F on the said plan in a position to be agreed between the engineers of the Corporation and the Company respectively such barrel or iron pipe sewer to extend from the said point marked F along the invert of the said open cut as the same now exists or as altered by the Corporation within such limits as aforesaid for a distance of 1,200 yards or thereabouts in the direction of the said point marked D on the said plan.

4. The Company shall permit the Corporation to have free of charge the use of two of their pontoons for the purpose of cleansing and maintaining the said open cut between the points marked F and D on the said plan from the date of these presents until the Corporation shall have completed the construction of the said barrel or iron pipe sewer but the Company shall not after the execution of these presents be otherwise liable for the maintenance or repair of the said open cut between the said points marked F and D or the barrel or iron pipe sewer to be laid therein as aforesaid but the same shall at all times hereafter be maintained cleansed and kept in repair by and at the expense of the Corporation.

5. On receiving notice from the Corporation that they are about to commence the construction of the said barrel or iron pipe sewer the Company will forthwith at their own cost construct an open cut from the point marked

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G in or about the course and direction shown by the red dotted line drawn on the said plan from the point marked G to the point marked K thereon for the purpose of diverting the waters and sewage which are now discharged from the Abbey Beck and Salthouse Pool at the said point marked G on the said plan and so that until the works to be constructed by the Corporation as provided in clause 7 hereof shall have been constructed the same waters and sewage shall by means of such open cut be carried from the said point G into the stream shown on the said plan at or near the said point marked K thereon and so that after the works to be constructed by the Corporation as provided in clause 7 hereof shall have been completed the waters of the said Abbey Beck and Salthouse Pool and the sewage which may be discharged by the storm overflow mentioned in the said clause 7 hereof may by means of such open cut be carried into the said stream shown on the said plan at or near the said point marked K thereon If after such diversion any damage shall be caused by such waters and sewage to the said open cut between the said points marked F and D or to the barrel or iron pipe sewer to be laid therein as herein-before mentioned or to any pipes which may hereafter be laid or works constructed by the Corporation outside the said railway embankment known as the Cavendish Bank the Corporation shall not have any claim against the Company in respect of such damage but in all other respects the Company shall be responsible in respect of any damage occasioned by the said waters and sewage so to be diverted as aforesaid and the Corporation shall not be under any liability in respect thereof.

6. The Company shall permit the Corporation during the construction of the works hereby agreed to be constructed by the Corporation to close at such times as they may require the valve or flap at or near the said point marked E on the said plan on the 4 feet cast-iron culvert under the railway embankment and for such purpose from time to time to have access to and enter on the said embankment and the lands of the Company adjacent thereto.

7. The Corporation shall also construct and complete at their own expense within two years from the time aforesaid and thereafter maintain in or about the position shown by the green dotted line and the letters X Y Y Y Z on the said plan a stoneware or fire-clay or iron pipe sewer in accordance with the section No. 1 hereunto annexed from the high level intercepting sewer outlet shown upon the said plan where such outlet discharges at the point marked X on the said plan into Salthouse Pool with the necessary valves manholes shafts and inspection shafts for the purpose of conveying the dry weather flow of sewage from such high level intercepting sewer and from the sewer known as the Abbey Valley Sewer into the said barrel or iron pipe sewer to be laid by the Corporation in the invert of the said open cut or sewer between the points marked F and D on the said plan as aforesaid and the Corporation shall by means of such stoneware or fire-clay or iron pipe sewer convey the said dry weather flow of sewage from the said high level intercepting sewer and from the sewer known as the Abbey Valley Sewer into the said barrel or iron pipe sewer so to be laid by the Corporation in the invert of the said open cut between the points marked F and D on the said plan as aforesaid or into any open cut or sewer or barrel or iron pipe

sewer to be laid therein which may be substituted for the said open cut between the points marked F and D on the said plan as mentioned or referred to in clause 2 hereof The Corporation shall also construct a storm overflow at or near the said point marked X on the said plan from the said sewer so to be constructed as aforesaid the position of which is shown by the dotted green line on the said plan into Salthouse Pool such overflow to be constructed in accordance with plans to be agreed between the engineers of the Company and the Corporation respectively.

8. The Company shall permit the Corporation to construct a storm overflow from the said high level intercepting sewer into the dock feeder shown on the said plan or into the Cavendish Dock as may be required such overflow however only to come into action in cases of extraordinary rainfall and to be in accordance with plans to be approved by the engineers of the Railway Company and the Corporation respectively.

9. The Company shall permit the Corporation to construct a storm overflow from the outfall sewer situate between the said points marked B and C on the said plan on to the low-lying land between the Pulp Works and the Cavendish Bank such overflow shall be situate at or near the point C on the said plan and such overflow shall only come into action during times of extraordinary rainfall such overflow shall be constructed in accordance with plans to be approved by the engineers of the Company and the Corporation The permission granted by this clause shall be subject to determination by the Company on 12 months notice.

10. The Company shall from time to time and at all times hereafter at their own costs and charges maintain and repair the said culverts pipes or sewers under the railway embankment between the said points marked C and F and between the said points marked E and G respectively on the said plan and shall cleanse the culvert pipe or sewer between the said points marked E and G If the Company shall refuse or neglect to maintain or repair the said culverts pipes or sewers under the said railway embankment or to cleanse the said culvert pipe or sewer between the said points marked E and G forthwith after notice from the Corporation so to do then it shall be lawful for the Corporation immediately to maintain repair and cleanse the same and the Company will on demand repay to the Corporation all costs and expenses incurred by them in so maintaining repairing and cleansing the same The Corporation shall at their own expense cleanse the said culvert pipe or sewer between the said points C and F.

11. The Company will pay to the Corporation the sum of seven thousand five hundred pounds as a contribution towards the cost of the works to be constructed by the Corporation as herein-before mentioned of which sum half is to be paid on the execution of these presents and the remainder on the borough engineer certifying in writing to the Corporation that the works to be constructed by the Corporation as provided by this agreement have been completed to his satisfaction.

12. The Corporation shall and will at their own cost at all times hereafter well and sufficiently maintain and keep in good and substantial repair and condition the said sewers extending from the point marked A to the point marked B and from the point marked B to the point marked C on the said plan and all works and apparatus connected therewith and also the said high

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level intercepting sewer and the sewer to be constructed in the course or direction shown by the dotted green line and the letters X Y Y Y Z on the said plan And the Corporation will permit the Company and all persons authorised by them at all reasonable times upon giving 24 hours notice (except in cases of emergency) to the Corporation or their engineer to enter upon the said sewers and works except the sewer between the point marked A and the point marked B upon the said plan and to view the condition thereof and if the Corporation shall refuse or neglect to repair and make good any defects or wants of repair in any of the said sewers or works situate under the existing or any future railways or sidings of the Company or under the works carrying such railways or sidings at the places where such railways sidings or works now are or shall be situate across the said sewers and works whereby damage or injury shall or may be caused to any of the railways or works of the Company forthwith after notice from the Company of such defects or wants of repair as aforesaid then it shall be lawful for the Company immediately to make good such defects and wants of repair and the Corporation will on demand repay to the Company all costs and expenses incurred by them in making good such defects and wants of repair as aforesaid.

13. Subject to the rights and privileges hereby agreed to be granted to the Corporation for enabling them to maintain repair cleanse and inspect the said several sewers and works and apparatus the Company shall have the free use and enjoyment of the surface of the land under upon and through which the said sewers works and apparatus have been or shall be constructed for all purposes whatsoever but the Company shall not do any act upon the surface of the said lands other than using the same for the purposes of their railways dock and works and the conduct of the traffic thereon which shall injure or damage the said sewers works and apparatus.

14. The Company will not at any time hereafter except for the purposes of altering enlarging repairing or maintaining their railways dock and works injure or interfere with the said sewers works and apparatus herein-before mentioned or any of them or any part thereof and will make good all injuries hereafter caused to the said sewers works and apparatus or any of them or any part thereof through and in consequence of the exercise by the Company of any of the powers conferred upon them in relation to their railways docks and works.

15. The Company shall and will from time to time and at all times hereafter supply the Corporation with water from the Cavendish Dock or the dock feeder for the purpose of flushing the said outfall sewer between the points marked B and C on the said plan and any extension thereof and the open cut between the points marked F and D on the said plan Provided that such flushing shall always take place at or about low water on a rising spring tide of not less than 29 feet 6 inches and the Corporation shall give to the Company at least 24 hours notice of the intended flushing The quantity of water to be taken at one flushing shall not exceed 600,000 gallons nor be taken more than twice in a month The Corporation shall be entitled to maintain the existing works and to construct and maintain such additional works on the property of the Company as shall be necessary and agreed upon between the engineers of the Corporation and the Company for the above pur-

pose and shall have right of access over the Company's lands for the purposes of such construction maintenance repair and inspection.

16. The Company shall enter into covenants with the Corporation that they have good right to grant and confer subject as and in manner aforesaid the several rights powers and privileges herein-before agreed to be granted to or conferred upon the Corporation other than and except the rights or easements to be conferred upon the Corporation in manner provided by clause 2 of this agreement And that the rights powers and privileges herein-before agreed to be granted to or conferred upon the Corporation and their assigns except as aforesaid shall subject and except as aforesaid be quietly exercised and enjoyed by the Corporation and their assigns accordingly without any interruption or disturbance by the Company or their assigns or any other person or persons whomsoever And that free and discharged from or otherwise by the Company or their assigns sufficiently indemnified against all incumbrances claims and demands whatsoever And further that the Company and their assigns and every person claiming any estate title or interest in or to the said premises or any of them except as aforesaid will at all times hereafter upon the request and at the cost of the Corporation and their assigns execute and do every such assurance and thing for the further or more perfectly assuring unto the Corporation and their assigns such rights powers and privileges as are herein-before agreed to be granted and conferred except as aforesaid as by the Corporation or their assigns shall be reasonably required.

17. The Corporation will give to the Company a release of all and all manner of actions suits causes and causes of actions debts duties sum and sums of money accounts reckonings claims and demands whatsoever which the Corporation or their assigns or any person or persons on account of them have had or now have or hath or can claim or which they could or might have had or claimed against the Company by reason of the diversion of or interference with the outfall sewer of the Corporation in consequence of the construction of the said dock provided that the release shall not prejudice or diminish the liability of the Company under this agreement.

18. This agreement shall be a sufficient consent to the Corporation under section 327 of the Public Health Act 1875 for the execution of works connected with the several sewers herein-before mentioned.

19. The Corporation and the Company respectively shall enter into and execute all such deed or deeds as shall be necessary or proper to give effect to the provisions of these presents.

20. Each party shall pay their own costs of and in reference to any such deed or deeds and also of and in reference to this agreement.

21. If any dispute shall arise between the Corporation and the Company as to the construction or true meaning of this agreement or as to any works to be executed by either party hereunder or otherwise in reference to anything to be done under this agreement such dispute shall be referred to the arbitration of two arbitrators and their umpire in manner provided by the Arbitration Act 1889.

22. If and when the Corporation shall at any time hereafter think it desirable to carry out a scheme for conveying the sewage of the borough or any part of it to or near the Island of Foulney and shall give notice thereof

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to the Company the Company shall give them free of cost all necessary easements for laying maintaining repairing and inspecting such pipes sewers and culverts as may be necessary or proper along the railway and through the lands belonging to the Company The works to be in accordance with plans to be approved by the Company's engineer such approval not to be unreasonably withheld and the works to be executed and maintained by the Corporation.

23. The Company shall use their best endeavours to procure a section confirming this agreement to be inserted in the Bill intituled "An Act for "confirming the making by the Furness Railway Company of an outfall "sewer and for conferring further powers on the Company for the acquisition "of lands the raising of capital and otherwise in relation to their undertaking "and for reducing the light duties levied by the commissioners and trustees "of the Port of Lancaster and making further provision for the division "between those commissioners and trustees and the Company of a portion of "the light duties and for other purposes" now being promoted in Parliament by the Company and this agreement is accordingly subject to such alterations if any as Parliament shall think fit to make therein provided that if any committee of either House of Parliament shall make any material alteration in this agreement it shall be competent to either party by notice in writing to the other to rescind the provisions of this clause in which case the section confirming this agreement shall be withdrawn.

24. If from any cause whatever this agreement be not confirmed in manner aforesaid the same shall nevertheless be binding and of full effect.

The SCHEDULE herein-before referred to.

THIS INDENTURE made the day of 1894 between the most Noble William Henry Walter Duke of Buccleuch and Queensberry K.T. (herein-after called "the Duke") of the first part the Furness Railway Company (herein-after called "the Company") of the second part and the mayor aldermen and burgesses of the borough of Barrow-in-Furness in the county palatine of Lancaster (herein-after called "the Corporation") of the third part Whereas the Company by virtue of the powers conferred upon them by the Furness Railway Act 1872 sometime since constructed a dock called the Cavendish Dock and other works at the town of Barrow-in-Furness aforesaid and for the purpose of the construction of such dock and works the Company some time since purchased from the Duke and the most Noble Walter Francis late Duke of Buccleuch and Queensberry and embanked large portions of the sand or foreshore lying between high and low water mark at or near the said town of Barrow-in-Furness which sand or foreshore is a part of the possessions appurtenant to the manor of Plain Furness And whereas the said manor of Plain Furness is part of an estate known as "the Furness Estate" which was comprised in a family settlement of the said late Duke and of the Duke dated the 30th day of July 1860 and under the said settlement the Duke has an absolute power of appointment over the fee simple of the freehold hereditaments therein comprised And whereas in the construction of the said dock and works it was found necessary for the Company to divert an outfall sewer of the Corporation by which the sewage

of the said borough or some part thereof was discharged on to the seashore at or near a place called Salthouse within the said borough and also for the Company to construct an outfall sewer from a point near Salthouse aforesaid to the outside face of the Cavendish Dock wall And whereas the last-mentioned outfall sewer was some time since constructed by the Company and extends from the point marked B on the plan hereunto annexed to the point marked F thereon and by means of such outfall sewer the sewage and storm water of the said town of Barrow-in-Furness or some part thereof have for several years past been conveyed to and discharged at the said point marked F on the said plan And whereas the Company being desirous of conveying the said sewage and storm water from the said point marked F on the said plan to the channel known as Walney Channel at or near the point marked D on the said plan some time since with the consent of the Duke and of the said late Duke constructed an open cut or sewer extending from the said point marked F on the said plan to the said point marked D thereon for the purpose of conveying the said sewage and storm water discharged by the said outfall sewer to the said Walney Channel And whereas the sand or foreshore upon and through which the said open cut or sewer has been constructed is a part of the possessions of the said manor of Plain Furness belonging to the Duke as aforesaid And whereas an agreement has recently been made between the Corporation and the Company that the Corporation shall take over and maintain the outfall sewer extending from the said point marked B on the said plan to the point marked C thereon and that the Corporation shall also take over and maintain the said open cut or sewer shown by the blue colour upon the said plan and extending from the point F to the point D thereon as part of the system of drainage of the said borough and the Corporation and the Company have requested the Duke to make to the Corporation such grant as is herein-after contained And whereas the Duke is desirous of affording all due facilities for the drainage and improvement of the said borough but is advised that the ground across which the said open cut or sewer has been constructed or some part of such ground may be required for future works or other purposes in connexion with the development or improvement of the said town or docks and that it would be prejudicial to such development or improvement if an absolute and irrevocable right to construct and maintain the said open cut or sewer in the position shown on the said plan were conferred on the Corporation and it has accordingly been agreed that in consideration of the sum of one hundred and twenty-five pounds to be paid by the Company a licence should be granted by the Duke to the Corporation revocable as herein-after provided Now this indenture witnesseth that in consideration of the premises and of the sum of one hundred and twenty-five pounds now paid to the Duke by the Company (the receipt whereof the Duke doth hereby acknowledge) the Duke at the request of the Company and the Corporation and in exercise of the power of appointment given to him by the said family settlement of the 30th day of July 1860 and of every other power enabling him in this behalf doth hereby grant limit and appoint unto the Corporation and their assigns full licence and authority subject as herein-after expressed to maintain continue cleanse repair inspect and use the said open cut or sewer so constructed as aforesaid in through upon and under that portion of the sand or foreshore which is

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delineated and shown by blue colour and marked as "sewage outfall" on the said plan between the points marked F and D thereon but so that as between the point marked F and the point marked H on the said plan the Corporation shall be at liberty to alter the position and direction of the said open cut or sewer within the limits of deviation indicated upon the said plan by dotted lines And also the right to lay construct continue cleanse repair maintain inspect and use between the said points F and D or any part thereof a barrel or iron pipe sewer with inspection shafts and appendages along the invert of the said open cut or sewer whether the same continue in its present position or direction or be as between the points marked F and H altered as aforesaid and also the right to fill up the said open cut or sewer so far as such barrel or iron pipe sewer be laid as aforesaid and for that purpose to use the surplus excavation now deposited on each side of the said open cut and at any time thereafter to reopen such cut if the Corporation think fit so to do until such time within the limits allowed by law for the exercise of the power of revocation as the Duke or other the lord or lords or lady or ladies for the time being of the said manor of Plain Furness or the guardian or guardians of any infant lord or lady of the said manor or some corporation or persons claiming through or under them him or her shall at their own sole charge and expense have executed and made another open cut or sewer or another outfall sewer in substitution for the open cut or sewer hereby authorised to be made maintained and used as aforesaid such other open cut or sewer or outfall sewer to be of at least equal capacity for carrying the sewage and storm water required to pass through the same and for receiving and carrying a barrel or iron pipe sewer along its invert and to be equally efficient in all respects for the purpose of conveying the said sewage and storm water from the said point marked F on the said plan to the said Walney Channel as the open cut or sewer delineated upon the said plan and the section hereunto annexed between the points marked F and D thereon as aforesaid and shall by deed revoke the licence or authority hereby granted limited and appointed and require the Corporation or their assigns to discontinue the user of the open cut or sewer hereby authorised to be made maintained and used and the barrel or iron pipe sewer to be laid therein and to use instead thereof the substituted outfall sewer or open cut or sewer and shall by deed authorise the Corporation at the expense of the Corporation to construct cleanse maintain repair inspect and use a barrel or iron pipe sewer in the invert of such substituted outfall sewer or open cut or sewer or any part thereof and if the Corporation shall think fit at their own cost to remove the barrel or iron pipe sewer from the invert of the open cut or sewer between the said points marked F and D:

And it is hereby declared that the Duke or other the lord or lords or lady or ladies of the said manor of Plain Furness or the guardian or guardians of any infant lord or lady of the said manor shall not revoke the licence hereby appointed or require the Corporation or their assigns to discontinue the use of the open cut or sewer hereby authorised to be maintained and used as aforesaid or the barrel or iron pipe sewer which may be laid by the Corporation therein under the licence hereby granted limited or appointed unless and until the Duke or other the lord or lords or lady or ladies of the said manor or the guardian or guardians of an infant lord or lady of the said manor

shall have at their own sole charge and expense made and executed such other open cut or sewer or outfall sewer as aforesaid and shall have granted to the Corporation or their assigns full licence and authority thenceforth to use such substituted open cut or sewer or outfall sewer for the purposes thereof and shall authorise the Corporation to lay construct continue cleanse maintain repair inspect and use at the expense of the Corporation a barrel or iron pipe sewer in the invert of such substituted open cut or sewer or outfall sewer or any part thereof and if the Corporation shall think fit at their own cost to remove the barrel or iron pipe sewer from the invert of the open cut or sewer between the said points marked F and D:

And it is hereby expressly declared that if the reservation of such power of revocation and substitution as aforesaid at any time hereafter shall be held to be void as exceeding the legal period of remoteness by any court of competent jurisdiction then the limit of the period for exercising the said power of revocation and substitution shall be 21 years after the death of the survivor of all the lineal descendants both male and female already born of Her most Gracious Majesty Queen Victoria And the Corporation hereby covenant with the Duke and his successors in title as lords or ladies of the said manor of Plain Furness as follows (that is to say):—That they the Corporation or their assigns will maintain in good and substantial repair and condition the open cut or sewer so already made between the points marked F and D on the said plan as aforesaid and any barrel or iron pipe sewer that may be laid therein and any substituted open cut or sewer and barrel or iron pipe sewer hereafter to be made or laid as aforesaid.

In witness whereof the Company and the Corporation have caused their respective common seals to be hereunto affixed the day and year first above written.

The common seal of the above-named Furness Railway Company was hereunto affixed in the presence of

H. Cook
Secretary.

Seal of the Furness Railway Company.

The common seal of the above-named mayor aldermen and burgesses of the borough of Barrow-in-Furness was hereunto affixed in the presence of

James W. Little
Mayor.

C. F. Preston
Town Clerk.

Seal of the Borough of Barrow-in Furness.

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FOR

T. Digby Pigott, Esq., C.B., the Queen's Printer of Acts of Parliament.

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