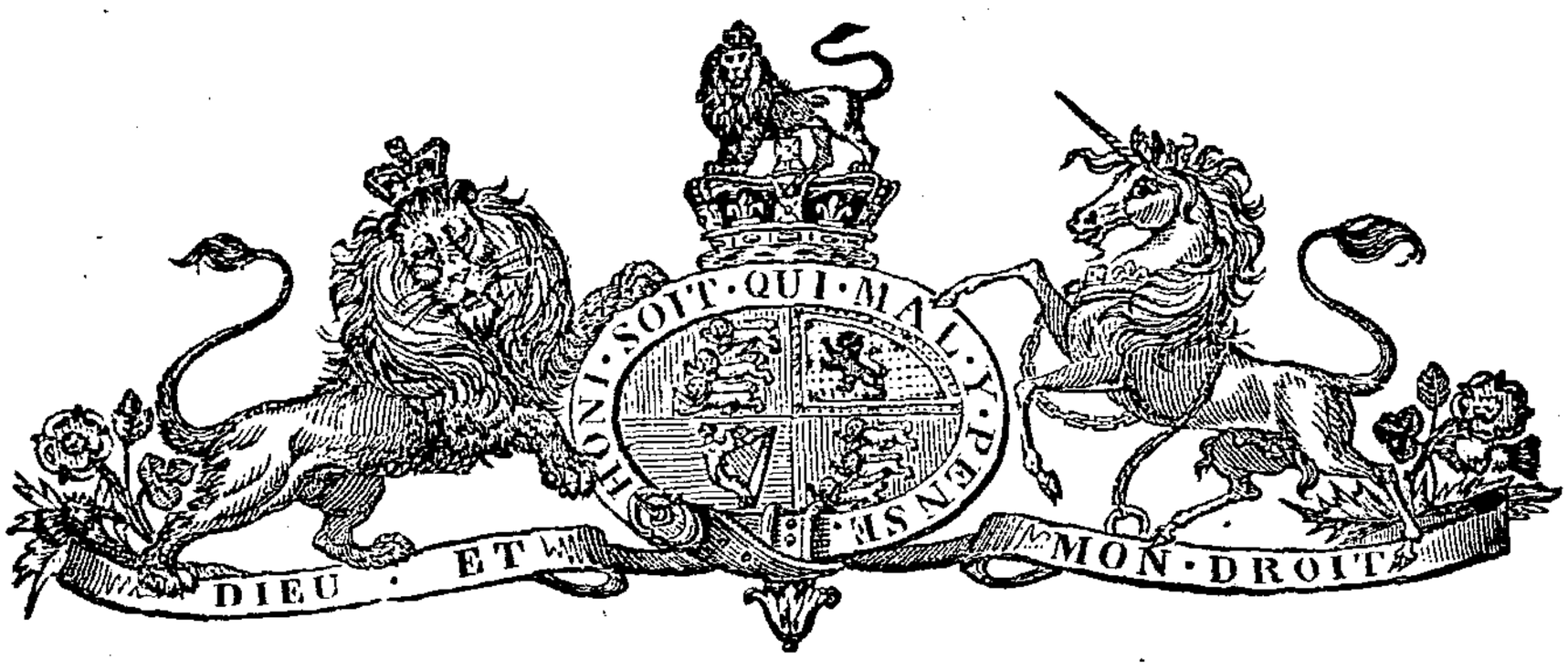


ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

***

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:

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

1. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part 1 of "The Railways Clauses Act, 1863," relating to Construction of a Railway, shall be incorporated with and form Part of this Act.

Power to make Railway according to deposited Plans.

2. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railways herein-after described, with all proper Works, Approaches, and Stations, in the Line and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels described on the said Sections, and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes; namely,

(No. 1.) A Railway commencing by a Junction with the *Blackburn and Preston* Line of the *Lancashire and Yorkshire* Railway at or near and to the Westward of the *Cherry Tree* Station in the Township of *Livesey* otherwise *Livesey with Tockholes*, and Parish of *Blackburn*, passing through the following Places or some of them, *Livesey*, *Feniscowles*, and *Tockholes*, in the Parish of *Blackburn*, *Stanworth*, *Abbey Mill*, *Brinscall*, *Withnell*, *Wheelton*, and *Heapey*, in the Parish of *Leyland*, and *Botany* otherwise *Botany Bay* in the Parish of *Chorley*, and terminating in the Township and Parish of *Chorley* by a Junction with the *Bolton and Preston* Line of the *North Union* Railway at or near and to the Northward of the *Chorley* Station:

(No. 2.) A Railway to commence by a Junction with the *Liverpool and Bury* Line of the *Lancashire and Yorkshire* Railway in the Township of *Hindley* in the Parish of *Wigan* at or near and to the Westward of a Place called "*Crow's Nest*," passing through the following Places or some of them, *Hindley* and *Aspull* in the Parish of *Wigan*, *West Houghton* in the Parish of *Dean*, and *Blackrod* in the Parish of *Bolton-le-Moors*, and terminating by a Junction with the said *Bolton and Preston* Line of the *North Union* Railway in the Township of *Blackrod* at or near *Red Moss Bridge*:

(No. 3.) A Railway entirely in the said Townships of *Blackrod* in the Parish of *Bolton-le-Moors*, and *Horwich* in the Parish of *Dean*, commencing by a Junction with the said *Bolton and Preston* Line of the *North Union* Railway at or near and to the Northward of the *Horwich and Blackrod* Station of that Railway in

in the Township of *Blackrod*, and terminating at or near to *Gorton Fold* in *Horwich* in the Township of *Horwich*:
All the said Railways and Works will be in *Lancashire*.

For Protection of the Waterworks of the Corporation of Liverpool.

3. And whereas the Railways by this Act authorized, or some or One of them, will, if constructed in the Manner shown upon the deposited Plans and Sections, cross in the Parish of *Dean* the large Main Conduit or Pipe belonging to the Mayor, Aldermen, and Burgesses of the Borough of *Liverpool* (herein-after called "the Corporation"), by means of which Water is conveyed from their Reservoirs at or near *Rivington* in the County of *Lancaster* to the Borough of *Liverpool* for the Supply of Water to the Inhabitants of *Liverpool* and the Neighbourhood thereof, and may also interfere in the Parish of *Dean* and *Bolton-le-Moors* with a Tunnel and other Works of the Corporation in connexion with their Waterworks, and it is expedient that Provision be made for preventing the Supply of Water by the Corporation being interrupted or interfered with by the Execution of the Powers of this Act: Therefore in constructing any Railway under the Powers of this Act the Company shall conform to and observe the following Regulations, Stipulation, and Provision; (that is to say,)

In the event of any Portion of the Land over the Tunnel being required by the Railway Company for the Purposes of the Railway, the Company shall, if required by the Corporation, substitute a Cast-iron Cylinder in lieu of that Portion of the present Brick Tunnel over which the Works of the Railway may be constructed, such Cylinder to be constructed and laid to the Satisfaction of the Engineer of the Corporation:

They shall so construct their Works as to admit of the free and full Flow under the Railways of the Waters of a certain Brook in the Township of *Blackrod*, near a Point marked Two Miles and Five Furlongs on the deposited Plans of the Railway, and of the Brook shown on the said Plans as the Boundary between the Township of *Blackrod* and Parish of *Bolton-le-Moors* and the Township of *Horwich* and Parish of *Dean*, and so as not to impede in any Manner or at any Time to obstruct the free Flow of the Water of the said Brooks, or either of them:

In carrying the Railway over the Main Pipe of the Corporation in the Township of *Horwich* and Parish of *Dean* they shall build, to the Satisfaction of the Engineer of the Corporation, a Girder Bridge, not less than Twelve Feet wide, and the Foundations of the Abutments thereof shall be not less than Three Feet below the Bed of the Pipe, and the said Bridge shall be so constructed as to admit the Servants, Agents, and Workmen of the Corporation having at all Times free Access to the Pipe, and to all Valves,

Valves, Works, and other Apparatus connected therewith, for the Purpose of Inspection, User, Repair, and Maintenance thereof, or of any Part thereof:

They shall indemnify the Corporation against any Loss, Damage, or Injury which the Corporation may sustain by reason of the Exercise of any of the Powers of this Act.

For Protection of the Leeds and Liverpool Canal.

4. And whereas the intended Railway, herein-before described as No. 1, will be carried over the Canal of the Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool* (in this Act called "the *Leeds and Liverpool* Canal Company") at or near a Place called *Lower Broadhalgh* in the Township of *Livesey*, and it is expedient to provide against Obstructions being caused thereby to the free Navigation of the said Canal: Therefore in carrying the said Railway over the said Canal the Company shall and they are hereby required, at their own Expense, to make a good and substantial Bridge of Brick, Stone, Wood, or Iron over the same Canal and the Towing-path thereof respectively, with Approaches thereto, and with perpendicular Foundation Walls to such Bridge, the under Side of the Keystone or the Arch or Centre of such Bridge, or the under Side of the Beams or Girders thereof for the whole Breadth of the Span, not being less than Eleven Feet in Height above the Top-water Level of the said Canal, and the Opening or Span of such Bridge being not less than Fifty-six Feet in Width between the Abutments, and the Space between the Piers of such Bridge (except so much thereof as shall be occupied by the Towing-path of such Canal) shall, after the said Bridge shall have been completed, from Time to Time and at all Times thereafter (except during the necessary Repairs of the said Bridge, or the Erection of any future Bridges in lieu thereof,) be left and preserved an open uninterrupted navigable Waterway.

Damages to be made good.

5. The Company shall make good all Damage that may be occasioned to the Works and Property of the *Leeds and Liverpool* Canal Company by the Construction, Renewal, or Want of Repair of the said Arch, Bridge, or Works by this Act authorized to be made; and if for Seven Days after Notice in Writing given by the *Leeds and Liverpool* Canal Company the Company neglect to proceed with due Diligence to make good such Damage, the *Leeds and Liverpool* Canal Company may, if they think fit, make good the same, and the Amount expended by them in so doing shall be paid to them by the Company: Provided always, that in any Case of pressing Necessity the *Leeds and Liverpool* Canal Company may proceed to make good such Damage, and recover Payment for the same, without giving such Notice as aforesaid.

6. The

Navigation of the Leeds and Liverpool Canal not to be disturbed.

6. The Company shall and they are hereby required, during the Progress of constructing the said Bridge or of the necessary Repairs thereof, or of the Erection of any future Bridges in lieu thereof, from Time to Time and at all Times to leave an open uninterrupted navigable Waterway in the said Canal of not less than Seventeen Feet in Width, and a Passage over the Towing-path of Six Feet in Width, and the navigable Waterway in the said Canal shall not in any Case be narrowed for more than Six Weeks at One Time unless with the Consent in Writing of the Engineer for the Time being of the *Leeds and Liverpool* Canal Company; and in case, by reason or in the Execution of such Bridge and Works, the said Canal shall be so obstructed as that Boats, Barges, and other Vessels navigating or using the same shall not be able to pass along the same, or in case the navigable Waterway herein-before required to be preserved shall at any Time be contracted to a less Width than herein-before prescribed, then the Company shall pay to the *Leeds and Liverpool* Canal Company as or by way of ascertained Damages the Sum of Fifty Pounds for every Day during which such Obstruction or Contraction shall continue on the said Canal, and so in proportion respectively for any less Time than One Day, and in default of Payment of the said Sum on Demand being made on the Secretary of the Company, the *Leeds and Liverpool* Canal Company may sue for and recover the same, together with Costs of Suit, against the Company by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Bridge to be kept in good Repair.

7. The Company shall and they are hereby required, unless and until the said Railway where it crosses the said Canal shall at any Time be abandoned by the Company, at their own Expense to maintain the said Bridge and Works in perfect Repair, and if that Part of the said Railway shall be at any Time abandoned by the Company, the Company shall at their own Expense remove the said Bridge and Works if they shall be required so to do by the *Leeds and Liverpool* Canal Company.

Company not to deviate so as to take any Property of the said Canal Company.

8. It shall not be lawful for the Company to make any Deviation, Diversion, or Extension whatever in the Line, Course, or Direction of the said Railway near the said Canal as delineated and shown on the said Plans thereof deposited as aforesaid by which the said Canal, or the Locks, Towing-path, Bridges, Buildings, Land, Property, or Works of the *Leeds and Liverpool* Canal Company, or any of them, or any Part thereof, shall be taken, used, or damaged, for any Purpose whatsoever, without the Consent in Writing under the Common Seal of the *Leeds and Liverpool* Canal Company first had and obtained, save only the Right of Deviation within the Limits shown upon the

Plan at the Point where the said Railway is intended to be carried over the said Canal as herein-before provided for.

Saving Rights of Leeds and Liverpool Canal Company.

9. Except as by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the Rights, Privileges, Property, Powers, or Authorities of the *Leeds and Liverpool* Canal Company.

For Protection of the Lancaster Canal Company.

10. In carrying the Railway over the Canal of the Company of Proprietors of the *Lancaster* Canal Navigation (herein-after referred to as "the Canal") the Company shall, to the reasonable Satisfaction of the Engineer of that Company of Proprietors (herein-after referred to as "the Canal Company"), make and for ever after maintain in perfect Repair a good and substantial Bridge of Brick, Stone, or Iron, the under Side of the Keystone of the Arch of such Bridge not being less than Twenty Feet above the Top-water Level of the Canal, the Abutments to be carried up perpendicularly to at least Ten Feet from the Top-water Level, and the Space between the Abutments of such Bridge shall be such as shall leave not less than Thirty Feet in the Clear at Right Angles with the Canal, including the Waterway and the Towing-path thereof, so as to allow of not less than Twenty-two Feet for the Width of the Waterway, and of not less than Eight Feet for the Width of the Towing-path; and the requisite Works shall be made by the Company in such Manner as that the Water Wings, to the Extent of not less than Fifty Feet on each Side of such Bridge and Towing-path Wall, may be gradually and not abruptly contracted to the said Width of not less than Twenty-two Feet, and the Water Wings shall be properly backed up with good and sufficient Puddle and Materials to the reasonable Satisfaction of the said Engineer.

Uninterrupted Waterway to be left during Construction of Works.

11. During the making and executing of such Bridge and other Works, and the necessary Repairs and Renewal thereof respectively, the Company shall at all Times leave an open and uninterrupted navigable Waterway in the said Canal, and an open and uninterrupted Passage along the Towing-path.

Damages to be made good.

12. The Company shall make good all Damage that may be occasioned to the Works or Property of the Canal Company by the Construction, Renewal, or Want of Repair of the Railway Bridge or Works by the Act authorized or directed to be made; and if for Seven Days after Notice in Writing given to the Company by the Canal Company the Company neglect to proceed with due Diligence to make good such Damage, the Canal Company may, if they shall think fit, make good the same, and the Amount expended by them in

in so doing shall be paid to them by the Company: Provided always, that in case of pressing Necessity the Canal Company may proceed to make good such Damage, and recover Payment for the same, without giving such Notice as aforesaid.

Navigation of the Canal not to be obstructed.

13. If by reason of the Execution of any of the Works by this Act authorized or directed, or by reason of the Want of Repair of any such Works, it shall happen that the said Canal or Towing-path shall be so obstructed that Boats or Barges, or the Horses drawing the same, shall not be able to pass along the said Canal or Towing-path, the Company shall pay to the Canal Company as ascertained Damages Fifty Pounds for every Day during which such Obstruction shall continue on the Canal, and so in proportion respectively for any less Time than One Day.

Bridge to be kept in good Repair.

14. The Company shall and they are hereby required, unless and until the said Railway where it crosses the Canal shall at any Time be abandoned by the Company, at their own Expense to maintain the said Bridge and Works in perfect Repair, and if that Part of the said Railway shall at any Time be abandoned by the Company, the Company shall at their own Expense remove the said Bridge and Works if they shall be required so to do by the Canal Company.

Saving Rights of Lancaster Canal Company.

15. Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the Rights, Privileges, Property, Powers, or Authorities, or otherwise interfere with the Canal, Land, and Works, of the Canal Company.

Lands for extraordinary Purposes.

16. The Quantity of Land to be taken by the Company adjoining or near to the Railway for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Five Acres.

Period for Completion of Works.

17. The Railways and Works by this Act authorized shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for making the Railways and Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Penalty if Line not completed.

18. If the Railways are not completed and opened for public Traffic within the Period of Four Years from the passing of this Act, the Company shall be liable to a Penalty at the Rate of Fifty Pounds for every Day after the said Period until such Lines shall be so completed

completed and opened, and the said Penalty shall be deemed a Debt due to Her Majesty in right of Her Crown, and may be recovered accordingly: Provided always, that if the Company has been prevented from completing or opening the Railways by unforeseen Accident or by Circumstances beyond their Control (of which Fact a Certificate under the Hand of the Secretary of the Board of Trade shall be the sole and conclusive Evidence), the Company shall not be liable to the Payment of the same Penalty in respect of the Period during which it shall be certified that they have been so prevented as aforesaid, but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Tolls.

19. It shall be lawful for the Company to demand and receive in respect of the Use of the said Railways by this Act authorized any Tolls and Charges not exceeding the Tolls and Charges which they are or may be authorized to demand and receive by the "*Lancashire and Yorkshire* and *East Lancashire* Railways Amalgamation Act, 1859," in respect of the Use of the *Lancashire and Yorkshire* Railway as by that Act constituted, as if the said new Lines had been Part of the *Lancashire and Yorkshire* Railway; and the Railways hereby authorized shall in all respects be deemed to be and be Parts of the *Lancashire and Yorkshire* Railway.

Power to raise additional Money.

20. It shall be lawful for the Company at any Time and from Time to Time, by an Order of any General or Special General Meeting of the Company, to raise such Sums of Money as they shall from Time to Time deem expedient, not exceeding in the whole the Sum of Two hundred and ten thousand Pounds, exclusive of the Monies which they are or may be authorized to raise by any other Act or Acts of Parliament.

Additional Money may be raised by Preference Shares.

21. For the Purpose of raising such Sums of Money the Company may, with the Consent of Three Fifths of the Votes of the Shareholders present, in person or by proxy, at any General Meeting of the Company, when due Notice for that Purpose shall have been given, issue such and so many distinct Shares of such Amount, and to be appropriated and disposed of in such Manner, and to such Persons, and on such Conditions, and with such Preference or Priority of Dividend not exceeding the Rate of Five Pounds *per Centum per Annum*, and either redeemable or not, and generally on such Terms, as by the Order of any such Meeting of the Company shall be determined: Provided always, that except as by this Act is otherwise specially provided, all new Shares issued under the Powers of this Act shall, in proportion to the aggregate Amount thereof from Time to Time held by the same Person at the same Time, entitle the

respective

respective Holders thereof to the same Dividends and Profits, and confer on them the like Qualifications and the like Rights of Voting, as the like Amount of existing ordinary Share or Stock of the Company.

Power to raise Capital under any other Act of this Session, and this Act, by new Shares of One Class.

22. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the Company be authorized to raise any Capital by new Shares, then, subject to the Provisions of the other Act and this Act respectively, the Company, if they think fit, may raise by the Creation and Issue of new Shares of one and the same Class all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of new Shares.

Calls.

23. Provided that Twenty Pounds *per Centum* on the nominal Amount of each of such new Shares shall be the greatest Amount of any One Call which the Directors may make on the Shareholders in respect of the Money by this Act authorized to be raised, and Two Months at the least shall be the Interval between each successive Call, and the aggregate Amount of Calls on any One Share in any One Year shall not exceed Four Fifths of the Amount of such Share: Provided that the Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Power to borrow on Mortgage.

24. The Company may from Time to Time under the Powers of this Act borrow any additional Sums of Money, not exceeding Seventy thousand Pounds, by Mortgage of their Undertaking, but no Part of that Sum shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by new Shares is *bonâ fide* subscribed for or taken, and One Half thereof is paid up, and until the Company shall prove to the Justice who is to certify under the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he certifies, that Shares for all such additional Capital are issued, and that not less than Twenty *per Centum* has been paid on account of each separate Share before or at the Issue thereof, and that they are *bonâ fide* held by the Subscribers or their Assigns, and that such Subscribers and their Assigns are legally liable for the same, of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence of the aforesaid Acceptance thereof.

Existing Mortgages to have Priority.

25. Provided always, That all Mortgages granted by the Company 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 have Priority over any Mortgages to be created by virtue of this Act.

Application of Sums raised under this Act.

26. All and every Part of the Monies which the Company are by this Act authorized to raise by new Shares or on Mortgage shall be applied only to the Purposes by this Act authorized.

8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. incorporated.

27. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845,"

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for Nonpayment of Calls;

With respect to the borrowing of Money by the Company on Mortgage or Bond;

With respect to the Conversion of the borrowed Money into Capital;

With respect to the Consolidation of Shares into Stock;

With respect to the Remedies of the Creditors of the Company against Shareholders, and with respect to the Provision to be made for affording Access to the Special Act;

And also the Clauses and Provisions of "The Companies Clauses Act, 1863,"

With respect to Cancellation and Surrender of Shares; and

With respect to additional Capital,

shall be incorporated with this Act, and shall apply to all Shares created, and to Mortgages granted, and Money borrowed, under the Powers of this Act.

Lancashire Union Railways Company may have Share in Railway No. 1.

28. If at any Time within Six Months from the passing of this Act the *Lancashire Union* Railways Company shall express to the Company in Writing under their Common Seal their Desire to become joint Owners, on equal Terms with the Company, of the Railway first herein-before described, and their Intention to apply to Parliament for Powers for effecting such Object, the Company shall and they are hereby required to concur in such Application, and to take all Steps or Proceedings which may be necessary on their Part with a view to facilitating the Acquisition by the *Lancashire Union* Railways Company of such joint Ownership, subject to such Provisions and

and Stipulations as Parliament may think fit: Provided that this Obligation shall not be binding upon or enforceable against the Company unless the *Lancashire Union* Railways Company shall be willing and bound to repay to the Company an equal proportionate Part with the Company of the Outlay and Expenses then incurred by them in or about the Execution of this Act with relation to the said Railway, and also an equal proportionate Part with the Company of all Costs and Expenses to be thereafter incurred in relation to the Construction, Maintenance, Management, and Repair of the said Railway, or otherwise in relation thereto: Provided also, that if the *Lancashire Union* Railways Company shall become joint Owners of the Railway first herein-before described, the Use of the said Railway by the Company and by the *Lancashire Union* Railways Company (or by the *London and North-western* Railway Company if and so long as they work the *Lancashire Union* Railways) shall be subject to the Payment to a joint Fund by the said Companies respectively of a Mileage Proportion, according to Distance, of Four Fifths of the gross Sum charged (after deducting Terminals only) by the same Companies respectively for and in respect of Traffic of any Description conveyed by them over Railways whereof the said Railway hereby authorized shall form Part: Provided, that for Traffic conveyed upon the said Railway alone there shall be paid to a joint Fund by the Company conveying the same Four Fifths of the gross Sum charged in respect of such Traffic, less Terminals only; the Terminals accruing at the Stations on the said joint Line to be paid into the joint Fund without any Deduction so long as such Stations are worked by a joint Staff; the Terminals to be deducted as aforesaid to be agreed upon, or, failing Agreement, to be settled by Arbitration in manner provided by "The Railways Companies Arbitration Act, 1859."

Power to use Portion of Railway.

29. If in pursuance of the Powers herein-before contained the *Lancashire Union* Railways Company shall become joint Owners of the said Railway No. 1, that Company or the *London and North-western* Railway Company, if and so long as they work the *Lancashire Union* Railways, may (subject to the Conditions herein-after contained) pass over and use, with their Engines and Carriages and Servants, and for the Purposes of Traffic of all Kinds, the Portions of Railway herein-after mentioned, and the Sidings, Watering Places, Signals, Signal Posts, and other Machinery, Booking and other Offices, Buildings, Approaches, Works, and Conveniences belonging to or connected with the said Portions of Railway, and the *Lancashire and Yorkshire* Railway Company shall make all requisite Arrangements for that Purpose; namely,

So much of the *Lancashire and Yorkshire* Railway as lies between the Commencement of the said Railway at the *Cherry Tree* Station

Station and the Town of *Blackburn*, together with the Stations of the Company at *Blackburn*; so much of the *North Union* Railway as lies between the Termination of the Railway No. 1. at the *Chorley* Station and the proposed Junction of the *Lancashire Union* Railway with the *North Union* Railway in the Township of *Adlington*, together with the Station at *Chorley*.

Terms of such Use.

30. The Terms, Conditions, and Regulations to which the *Lancashire Union* or *London and North-western* Railway Company shall be subject in respect of the said Use, and the Tolls or other Charges to be paid by them for the same, shall, if not agreed upon, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade, and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs of such Arbitration and Award shall be defrayed as the Arbitrator shall direct; and either of the said Companies who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

For protecting local Traffic.

31. In exercising the Powers herein-before granted it shall not be lawful for the *Lancashire Union* or the *London and North-western* Railway Company, unless with the Consent in Writing of the *Lancashire and Yorkshire* Railway Company, to take up or deliver Traffic both arising and terminating between *Cherry Tree* and *Blackburn*, inclusive of those Two Places; and if the *Lancashire Union* Railways Company violate this Enactment they shall for every such Violation pay to the Company Fifty Pounds by way of Penalty.

As to Services at Stations.

32. The Company shall perform upon the Portions of Railway herein-before specified all such Services and Duties as may be necessary or reasonable for the convenient Conduct of the Traffic of the *Lancashire Union* Railways, upon Payment of such Charges for the same as may be agreed upon; and if any Difference shall arise between the Two Companies as to the Amount of such Payments, or as to the Nature, Extent, or Sufficiency of the Services and Duties so to be performed, such Difference shall from Time to Time be settled by an Arbitrator to be appointed at the Request of either Party by the Board of Trade; and the Arbitrator to whom the Matter may be referred may determine the Amount of such Payments, and prescribe what Duties and Service shall be so performed, and if he shall be of opinion that it is needful for the Protection of the due Working or Development of the Traffic of the *Lancashire Union* Railways

Railways Company, he may prescribe that the said Company may employ at *Blackburn* or at *Chorley* such Clerks, Agents, and Servants as he may by his Award define, and he may likewise prescribe the Accommodation that shall be given at such Station to the said Clerks, Agents, and Servants, and may lay down Rules for their Conduct, and may prescribe the Payments to be made for the Accommodation so afforded; and the Awards made from Time to Time by the Arbitrator shall be binding upon the Companies, and shall be obeyed by them respectively: Provided always, that the Right to use the said Stations shall not be suspended during such Arbitration.

Byelaws to be observed.

33. The *Lancashire Union* or *London and North-western* Railway Company, in using or traversing the said Portions of Railway, and in using the said Stations and Conveniences thereof, in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws shall be applicable to the Company.

Providing for reciprocal Powers.

34. Provided always, That the Powers herein-before granted to the *Lancashire Union* Railways Company and to the *London and North-western* Railway Company shall be exercised only if and so long as the *London and North-western* Railway Company grants similar Powers in all respects to the *Lancashire and Yorkshire* Railway Company for the Use of so much of the *North Union* Railway as lies between the proposed Junction therewith of the *Lancashire Union* Railway at *Standish* and *Wigan*, together with the Stations at *Wigan* and the Works and Conveniences connected therewith.

Powers to London and North-western Railway Company.

35. The *London and North-western* Railway Company, so long as they exclusively work the Railway of the *Lancashire Union* Railways Company, may use the Railway by this Act authorized and herein first described upon the same Terms and Conditions and with the same Powers as the *Lancashire Union* Railways Company are authorized to use the same.

Interest not to be paid on Calls paid up.

36. It shall not be lawful for the Company, out of any Money by this Act or by any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made

made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

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

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

38. Nothing herein contained shall be deemed or construed to exempt the Railways or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Short Title. Expenses of Act.

39. This Act may be cited as "The *Lancashire and Yorkshire* Railway (*Blackburn*, *Chorley*, *Horwich*, and *Wigan* Lines) Act, 1864;" and all the Expenses of obtaining this Act, or preparatory or incident thereto, shall be paid by the Company.

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