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Road in the said Township and Parish of *Liverpool*, and to purchase Lands for the Purposes thereof or in connexion therewith: And whereas by virtue of the last-mentioned Act the Undertaking thereby authorized and the Powers thereby conferred have become vested in the *East Lancashire* Railway Company: And whereas by "The *Manchester and Leeds* Railway Act (No. 3.), 1847," after reciting that by "The *Liverpool, Ormskirk, and Preston* Railway Act, 1846," the *Liverpool, Ormskirk, and Preston* Railway Company were empowered to construct the Branch Railway herein-before described, and to purchase Lands for the Purposes thereof or in connexion therewith, and that, in pursuance of a Provision enabling them in that Behalf in the said last-mentioned Act contained, the *Liverpool, Ormskirk, and Preston* Railway Company had transferred the several Undertakings by the same Act authorized to the *East Lancashire* Railway Company, and that the last-mentioned Company became thereby invested with full Power and Authority to make and maintain the said Branch Railway, together with all necessary Buildings, Stations, Wharfs, and other Works and Conveniences connected therewith; and that it was expedient that the said Branch Railway and Works should be made on the joint Account of the said *East Lancashire* Railway Company and the Company in the said Act declared to mean the *Manchester and Leeds* (now the *Lancashire and Yorkshire*) Railway Company, and that it was expedient that Provision should be made in that Behalf in manner therein mentioned; it was enacted, that, as soon as might be after the passing of the now-reciting Act, the *East Lancashire* Railway Company should furnish to the Company an Account in Writing, certified under the Hands of Three of the Directors of the said *East Lancashire* Railway Company, of all Outlay and Expenses by them up to that Time incurred and paid, or for which they were liable, in and about the making and constructing, or preparing to make and construct, the said Branch Railway and Works therein-before referred to, as well in respect to the Purchase of Land, Payment of Compensations, Surveys, and Engineering Charges, as otherwise, and that the Company should, within Four Calendar Months after the Delivery of such Account, pay to the said *East Lancashire* Railway Company the full and clear Half Part of the Amount of such Outlay and Expenses, with Interest at the Rate of Five Pounds *per Centum per Annum* from the respective Times of Payment of such Outlay and Expenses or any Part thereof, and the said *East Lancashire* Railway Company should proceed to purchase such Lands, and to make, construct, and complete the said Branch Railway and Works, and should from Time to Time, as well during the Progress as after the Completion of the said Works, make out and furnish to the Company Accounts of the Costs, Charges, and Expenses thereof, certified as aforesaid, and One Half of all such

Costs,

Costs, Charges, and Expenses, with Interest as aforesaid, should be borne and paid by the Company at such Times and in such Manner as the said *East Lancashire* Railway Company should appoint; and it was by the Act now in recital further enacted, that, when and so soon as the said Branch Railway and Works should have been made and constructed, and the Monies payable by the Company to the *East Lancashire* Railway Company in respect thereof should have been fully paid and satisfied, then and from thenceforth the said Branch Railway, Lands, and Works should be the joint Property of the said Two Companies, and should be used, occupied, and enjoyed by the said Two Companies in common; and Provisions are also contained in the Act now in recital for enabling the Two Companies to enter into Agreements with respect to the Construction, Maintenance, Use, Occupation, Management, and Appropriation, and otherwise with reference to the said Branch Railway, Lands, and Works, and for settling Disputes between them with reference to the several Matters therein mentioned: And whereas, in pursuance of the Provisions contained in "The *Liverpool, Ormskirk, and Preston* Railway Act, 1846," the *East Lancashire* Railway Company proceeded to purchase the Lands required for the Purposes of the Branch Railway herein-before described, and in connexion therewith, or some of them; and, in pursuance of the Provisions contained in "The *Manchester and Leeds* Railway Act (No. 3.), 1847," the said *East Lancashire* Railway Company have claimed from the *Lancashire and Yorkshire* Railway Company the Sum of One hundred and two thousand six hundred and seven Pounds Eleven Shillings and Tenpence Halfpenny, namely, Ninety-seven thousand five hundred and fifty-two Pounds Three Shillings and Threepence Halfpenny for One Moiety of the Outlay and Expenses by them the *East Lancashire* Railway Company alleged to have been incurred and paid or for which they were liable in and about the making and constructing or preparing to make and construct the said Branch Railway and Works herein-before mentioned, as well in respect of the Purchase of Land, Payment of Compensations, Surveys, and Engineering Charges, as otherwise, and Five thousand and fifty-five Pounds Eight Shillings and Sevenpence in respect of One Moiety of the Interest, at the Rate of Five Pounds *per Centum per Annum*, from the Fifteenth Day of *February* One thousand eight hundred and forty-seven to the Thirty-first Day of *December* One thousand eight hundred and forty-eight, on One hundred and ninety-five thousand one hundred and four Pounds Six Shillings and Sevenpence, the Amount stated by them to have been paid for the Purchase of Land and other Expenses as aforesaid; and the said Sum of One hundred and two thousand six hundred and seven Pounds Eleven Shillings and Tenpence Halfpenny, so claimed by the *East Lancashire* Railway Company

Company from the *Lancashire and Yorkshire* Railway Company, was accordingly paid or allowed in account by the last-named Company; and the *East Lancashire* Railway Company have since then expended a further Sum of One thousand three hundred and nine Pounds Eight Shillings and Sixpence in and about the making and constructing or preparing to make and construct the said Branch Railway and Works: And whereas, in pursuance of Communications between the Directors of the Company and the Directors of the *East Lancashire* Railway Company, relative to the precise Course in which the said Railway and certain subsidiary Railways for the Purpose of obtaining more ready Access to the *Liverpool* Docks should be made, Plans of the said Railway and such subsidiary Railways were prepared, and were approved of by the Directors of the respective Companies: And whereas the *East Lancashire* Railway Company have not proceeded to construct the said Branch Railway and Works or any Part thereof, and the Powers granted to them by Parliament for such Purpose have expired; and it is expedient and would be for the public Advantage that the *Lancashire and Yorkshire* Railway Company should be empowered to construct the Railways so approved of by the Directors of the respective Companies as aforesaid and herein-after described, and also a subsidiary Branch to the *Wellington* Dock at *Liverpool*, and that Provision should be made for transferring to and vesting in the *Lancashire and Yorkshire* Railway Company all the Estate and Interest of the *East Lancashire* Railway Company in the Lands or Houses which have been purchased or acquired by that Company on the joint Account of themselves and the *Lancashire and Yorkshire* Railway Company, for the Purposes of the said Branch Railway, authorized by "The *Liverpool, Ormskirk, and Preston* Railway Act, 1846," and for enabling the *East Lancashire* Railway Company (if they shall think fit) to become joint Owners of the said Railways; but the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

I. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Lancashire and Yorkshire* Railway (*Liverpool* Dock Branches) Act, 1854."

"The Company."

II. That wherever in this Act the Expression "the Company," or "the said Company," is used, the same shall mean the *Lancashire and Yorkshire* Railway Company, unless there be something in the Subject or Context repugnant to such Construction.

III. That

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

III. That "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall, for the Purposes of the new Works authorized by this Act, be incorporated with and form Part of this Act.

Power to make Railways according to deposited Plans.

IV. And whereas Plans and Sections of the Railways to be made under the Authority of this Act, showing their Direction and Levels, and also a Book of Reference to the said Plans, containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands through which the said Railways are intended to pass, have been deposited with the Clerk of the Peace for the County of *Lancaster*: Be it enacted, That, subject to the Provisions in this Act contained, it shall be lawful for the Company to make and maintain the Railways, with all necessary Works and Conveniences connected therewith, 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 defined on the said Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

Describing Lines of Railway to be constructed as herein specified.

V. That the Railways to be made under the Authority of this Act shall be the following; (that is to say,)

A Railway to commence by a Junction with that Part of the Railway formerly called or known by the Name of the *Liverpool and Bury* Railway which now belongs jointly to the *Lancashire and Yorkshire* and *East Lancashire* Railway Companies, in the Township of *Kirkdale* in the Parish of *Walton-on-the-Hill*, and to terminate at or near the *Stanley* Dock Warehouses on the South Side of *Walter Street* in the Township and Parish of *Liverpool*:

A Railway to commence by a Junction with the first-mentioned intended Railway at or near the Junction of *Great Howard Street* and *Boundary Street* in the said Township and Parish of *Liverpool*, and to terminate at or near the South-eastern Corner of the *Wellington* Dock in the same Township and Parish:

A Railway to commence in Land belonging to the *East Lancashire* and *Lancashire and Yorkshire* Railway Companies on the Northern Side of *Walter Street* and on the Westerly Side of the first-mentioned intended Railway in the Township and Parish of *Liverpool* aforesaid, and to terminate on the Westerly Side of *Regent Road* near the Eastern End of the *Sandon* Dock in the Township of *Kirkdale* aforesaid:

A Railway to commence in Land belonging to the *East Lancashire* and *Lancashire and Yorkshire* Railway Companies on the Northerly

Northerly Side of *Walter Street* aforesaid and on the Easterly Side of the first-mentioned intended Railway, and to terminate by a Junction with the intended Line of Railway thirdly herein-before described at or near the Junction of *Boundary Street* and *Regent Road* in the said Township of *Kirkdale*:

A Railway to commence in Land belonging to the *East Lancashire* and *Lancashire and Yorkshire* Railway Companies at or near the Junction of *Great Howard Street* and *Walter Street* aforesaid, and to terminate on the Western Side of *Regent Road* aforesaid near to the South-eastern Corner of the *Nelson* Dock in the said Township and Parish of *Liverpool*:

And the said Railways shall, subject to the Provisions of this Act, be and become Part of the Undertaking of the *Lancashire and Yorkshire* Railway Company.

Communication with joint Line of Lancashire and Yorkshire and East Lancashire Companies.

VI. That the first-mentioned Branch Railway, at the Point of Junction with the Railway belonging jointly to the *Lancashire and Yorkshire* and *East Lancashire* Railway Companies, and heretofore called the *Liverpool and Bury* Railway, shall be made on the Level of the last-named Railway; and the Communication between the last-named Railway and the said Branch Railway shall be effected at the Cost of the *Lancashire and Yorkshire* Railway Company, in a substantial and workmanlike Manner, by means of Connexion Rails and Points laid to the reasonable Satisfaction of the Engineer for the Time being of the *East Lancashire* Railway Company; and the Expense of repairing and keeping in repair the said Communication, and the Rails and Points connected therewith, shall be borne by the *Lancashire and Yorkshire* Railway Company so long as the said Branch Railway shall be the exclusive Property of that Company, and if and when the said Branch Railway shall become the joint Property of that Company and of the *East Lancashire* Railway Company, then such Expenses as aforesaid shall be borne by the Two Companies jointly.

Not to prejudice Rights of the East Lancashire Railway Company regarding joint Line.

VII. That it shall not be lawful for the Company (except with the previous Consent in Writing of the *East Lancashire* Railway Company) to purchase or take, for the Purposes of the Undertaking hereby authorized, any of the Land or Property now forming Part of the said joint Line of Railway formerly called the *Liverpool and Bury* Railway, or the Site thereof, or any of the Works connected therewith, or to alter, vary, or interfere with the said joint Line of Railway, Land, Property, or Works for the Purposes of this Act, save only as may be necessary for effecting the Communication therewith hereby authorized; and nothing in this Act contained shall alter or take away any of the Rights, Privileges, Powers, or Authorities now vested in the *East Lancashire* Railway Company under any existing Act or Acts of Parliament

Parliament relating to the said joint Line of Railway, Land, Property, and Works.

Power to cross certain Roads on the Level.

VIII. That, subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," and in this Act, contained, in reference to the crossing of Roads on the Level, it shall be lawful for the Company, in the Construction of the Railways by this Act authorized, to carry the same across and on the Level of the several Streets or Roads numbered on the deposited Plans as follows; (that is to say,)

No. on Plan.	Township.	Description of Road.
2	Liverpool - -	Public Street called Walter Street.
7	Liverpool - -	Public Street called Blackstone Street.
8	Liverpool - -	Public Street called Boundary Street.
1	Kirkdale - -	The same Street.
3	Kirkdale - -	Public Street called Regent Road.
71	Liverpool - -	Public Street called Blackstone Street.
80	Liverpool - -	Public Street called Boundary Street.
1	Kirkdale - -	The same Street.
15	Liverpool - -	Public Street called Regent Road.

Provided always, that it shall not be lawful to cross the said Streets or Roads on the Level thereof with any Carriages propelled by Steam or Atmospheric Agency, or drawn by Ropes connected with any Stationary Steam Engines.

Regulations as to crossing Streets.

IX. That in constructing the Railways by this Act authorized to be made within the Borough of *Liverpool* the Company shall conform to and abide by the following Regulations; (that is to say,)

Where any such Railway shall cross certain intended Streets called *Holme Street*, *Grundy Street*, and *Errington Street*, or any existing Street or Road, by a Bridge, such Bridge shall be constructed with level Girders across the whole Width of such Street or Road, including the Footways thereof, and the under Side of such Girders shall be the greatest practicable Height from the Surface of the highest Part of such Street or Road at the Point where the same may be crossed that the Circumstances of the Case will admit:

That the Bridge over *Blackstone Street* shall be constructed as aforesaid, and the Height thereof, measured as aforesaid, shall not be less in every Part thereof than Fifteen Feet:

That the present Surface of *Blackstone Street* may be lowered to an Extent not exceeding Two Feet at the Point at which the Bridge will cross the same; but the Alteration of Level shall be so effected as to preserve a uniform Gradient from each of the Extremities of the Street to the said Point:

Within Two Years from the passing of this Act the Company shall remove the Abutments, Wing Walls, and Embankments of the Bridge by which the Railway now crosses the Street or Road called *Sandhill's Lane*, and lay the Space occupied thereby to the Street, so as to make the same Twenty Yards in Width, and shall reconstruct or otherwise alter such Bridge so that the same shall span the whole Width of that Street or Road as so altered, with level Girders of uniform Height:

The Level of the Street called *Walter Street* may be lowered at the Point where the Railway will cross the same to an Extent not exceeding One Foot, but such Alteration of Level shall be so effected as to preserve a uniform Gradient from each of the Extremities of that Street to such Point:

In any Case in which the Level of any Street shall be altered, the whole Length of such Street shall be re-formed, and paved, flagged, and in all respects completed, at the Expense of the Company, to the Satisfaction of the Council of the Borough or some Committee thereof:

Wherever a Railway made under the Powers of this Act shall cross any Street on the Level, the Council of the Borough may from Time to Time repair and maintain the Rails across such Street, and the Pavement between them, to the Extent of Three Feet beyond them on each Side thereof, in such Manner as they may think necessary; and the Company shall repay to the Council the reasonable Costs incurred in such Repair and Maintenance:

The Company shall, at their Expense, cause every such level Crossing to be lighted with such Number and Description of Lamps of such distinguishing Colour as the Watch Committee of the Council shall from Time to Time require and appoint; and every such Lamp shall be kept lighted during all the Time which the public Street Lamps of the Borough at the Time being are kept lighted:

At every level Crossing the Company shall provide and maintain, to the Satisfaction of the said Council, a Pair of Gates on each Side of the Street, so constructed as to shut across the whole Width of the Railway, or the whole Width of the Street, as Occasion may require; and every Pair of Gates shall be attended by Night and by Day by a proper Officer or Person, to be appointed by the Council, but paid by the Company:

None of such Gates shall at any Time between the Hours of Nine o'Clock in the Forenoon and Six o'Clock in the Afternoon of any Working Day remain shut across any Street for a longer Time than Five Minutes continuously, nor oftener than once in every Half of an Hour:

Provided always, that it shall be lawful for the Board of Trade, from Time to Time to alter the Rules and Regulations herein prescribed with regard to crossing any Street on the Level, and to make new Rules and Regulations with respect thereto.

Penalty for Breach of Regulations.

X. That if the Company shall fail to observe and abide by any of the Rules and Regulations with respect to level Crossings herein prescribed, or hereafter to be made by the Board of Trade, they shall for every such Offence forfeit and pay a Sum not exceeding Twenty Pounds.

Lands for extraordinary Purposes.

XI. That it shall be lawful for the Company to purchase by Agreement any Quantity of Land for extraordinary Purposes, not exceeding Five Acres, in addition to the Land which they are already authorized to take for that Purpose.

Limiting Time for Purchase of Lands.

XII. That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Limiting Time for Completion of Railways.

XIII. That the Railways by this Act authorized shall be completed within Four Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the said Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Tolls.

XIV. That it shall be lawful for the Company, or the Owners for the Time being of the Railways by this Act authorized, to demand and receive, in respect of the Use of the said Railways, any Tolls and Charges not exceeding the Tolls and Charges which are or may be authorized to be demanded and received in respect of the Use of that Part of the *Lancashire and Yorkshire* Railway with which the said Railways or any of them may form a Junction; and the said Railways shall, for the Purposes of the said Tolls and Charges, be Part of the *Lancashire and Yorkshire* Railway.

Power to raise additional Money.

XV. That 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 eighty thousand Pounds, exclusive of the Monies which they are or may be authorized to raise by any other Act or Acts of Parliament; and all and every Part of such Sum of Money so to be raised shall be applied in or towards the Construction

of the Railways and Works by this Act authorized, and to no other Purpose.

Additional Money may be raised by Shares or Mortgage.

XVI. That 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 after the Rate of Six Pounds *per Centum per Annum*, and generally on such Terms as by the Order of any such Meeting of the Company shall be determined; or it shall be lawful for the Company, if they think fit, to raise such Sums of Money or any Part thereof by Mortgage of their several Undertakings; and, so far as applicable, and subject to the Provisions of this Act, all the Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Distribution of the Capital of the Company into Shares, and 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, and with respect to the Forfeiture of Shares for Nonpayment of Calls, and with respect to the borrowing of Money by the Company on Mortgage or Bond, and with respect to the Conversion of borrowed Money into Capital, and with respect to the Consolidation of Shares into Stock, shall be applicable to the Capital and Monies hereby authorized to be raised by Shares or Mortgage, and to the Proprietors thereof: Provided that, until the whole of the Capital for the Time being of the Company shall have been subscribed for, and One Half thereof paid up, it shall not be lawful for the Company to raise such Sums or any Portion thereof by Mortgage; and provided also, that the Company shall not by any such Means increase the Amount which may be owing at any One Time on Mortgage of their Undertakings beyond the Proportion of One Third of their then existing Capital in Shares and Stock.

Former Mortgages to have Priority.

XVII. That all Mortgages or Bonds granted under the Authority of any former Act relating to the Company, and which shall be in force at the Time of the passing of this Act, shall during the Continuance thereof have Priority over any Mortgages to be granted by virtue of this Act.

Saving Rights of Holders of existing Preference Shares.

XVIII. Provided always, That any Preference or Priority in the Paymcnt of Interest or Dividends which may be assigned to any Shares to be created by virtue of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividends

dends which may have been assigned to any other Shares which may have been granted by the Company in pursuance of or which may have been confirmed by this Act or any previous Act, or which may otherwise be lawfully subsisting.

Calls.

XIX. Provided also, 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 successive Calls, 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.

Lancashire and Yorkshire Railway Company may enter upon Lands purchased by East Lancashire Railway Company.

XX. That immediately upon or at any Time after the passing of this Act the *Lancashire and Yorkshire* Railway Company may enter upon all or any of the Lands and Houses which, under the Provisions of "The *Liverpool, Ormskirk, and Preston* Railway Act, 1846," and "The *Manchester and Leeds* Railway Act (No. 3), 1847," or either of them, or under the Provisions of any other Act or Acts of Parliament, or otherwise, shall have been purchased or acquired by the *East Lancashire* Railway Company on the joint Account of themselves and the *Lancashire and Yorkshire* Railway Company, for the Purposes of the Branch Railway by "The *Liverpool, Ormskirk, and Preston* Railway Act, 1846," authorized, and therein described as commencing by a Junction with the *Liverpool and Bury* Railway in the Township of *Kirkdale* in the Parish of *Walton-on-the-Hill*, and terminating near the Junction of *Walter Street* and *Regent Road* in the Township and Parish of *Liverpool*, or for the Purposes of any Stations, Approaches, or other Conveniences connected therewith, and may apply and appropriate such Lands and Houses, or any of them, to the Purposes of the Railways and Works by this Act authorized, and may proceed to the Construction thereon of such Railways and Works; subject nevertheless to the Provisions in this Act contained with reference to the Payment by the *Lancashire and Yorkshire* Railway Company to the *East Lancashire* Railway Company of the Sum of Ninety-eight thousand eight hundred and sixty-one Pounds Eleven Shillings and Ninepence, and Interest thereon, as in this Act mentioned, in the event of the *East Lancashire* Railway Company refusing or declining to become joint Owners with the *Lancashire and Yorkshire* Railway Company of the Railways and Works by this Act authorized.

East Lancashire Company may become joint Owners with the Lancashire and

XXI. That if the *East Lancashire* Railway Company shall desire to become joint Owners with the *Lancashire and Yorkshire* Railway Company of the Railways and Works by this Act authorized to be constructed, and shall give Notice in Writing of such their Desire to the

Yorkshire Company of new Lines.

the *Lancashire and Yorkshire* Railway Company on or before the First Day of *September* One thousand eight hundred and fifty-five, the *Lancashire and Yorkshire* Railway Company shall, as soon as conveniently may be after the Receipt of such Notice, furnish to the *East Lancashire* Railway Company an Account in Writing, certified under the Hands of Three of the Directors of the said Company, of all Outlay and Expenses by them up to that Time incurred and paid, or for which they are liable, in and about the making and constructing or preparing to make and construct the said Railways, and the Stations, Approaches, Works, and Conveniences connected therewith, as well in respect of the Purchase of Land, Payment of Compensations, Surveys, and Engineering Charges as otherwise; and the *East Lancashire* Railway Company shall, within Four Months after the Delivery of such Account, pay to the said *Lancashire and Yorkshire* Railway Company the full and clear Half Part of the Amount of such Outlay and Expenses, with Interest at the Rate of Five Pounds *per Centum per Annum* from the respective Times of Payment of such Outlay and Expenses or any Part thereof; and the *Lancashire and Yorkshire* Railway Company shall proceed to purchase such other Lands as may be necessary, and to make, construct, and complete the said Railways, Stations, Works, Approaches, and Conveniences; and the Station at or near the Docks at *Liverpool* shall be so made and constructed as to be divided into Two separate and distinct Parts, to be respectively appropriated to the said Two Companies; and the *Lancashire and Yorkshire* Railway Company shall from Time to Time, as well during the Progress as after the Completion of the said Railways and Works, make out and furnish to the *East Lancashire* Railway Company Accounts of the Costs, Charges, and Expenses thereof, certified as aforesaid; and One Half of all such Costs, Charges and Expenses, with Interest as aforesaid, shall be borne and paid by the *East Lancashire* Railway Company, at such Times and in such Manner as the *Lancashire and Yorkshire* Railway Company shall appoint; and if any Dispute or Difference shall arise between the Two Companies touching the respective Accounts so from Time to Time to be delivered, or any of them, then the same shall be referred to the Arbitration and Decision of the chief Engineers of the said Two Companies respectively, or of an Umpire to be chosen by them before entering on the said Reference, to act in case of their Disagreement; and such References shall in all respects not hereby otherwise specified be conducted in the Manner provided by "The Railways Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration; and the Award and Determination of the said Engineers or Umpire, as the Case may be, shall be final and binding on both Parties.

XXII. That

Branch Railway to be the joint Property of the Two Companies.

XXII. That when and so soon as the said Railways and Works shall have been made and constructed, and the Monies payable by the *East Lancashire* Railway Company to the *Lancashire and Yorkshire* Railway Company in respect thereof shall have been fully paid and satisfied, then and from thenceforth the said Railways, Lands, and Works shall be the joint Property of the said Two Companies, and shall be used, occupied, and enjoyed by the said Two Companies in common; and the Portions of the said Station which shall be set apart for and appropriated to the Two Companies respectively, and the Buildings and Conveniences belonging to such Portion, or which shall be set apart to be used and enjoyed therewith, shall be used, occupied, and enjoyed by the respective Companies separately and exclusively for their own Use and Benefit.

Power to enter into Agreements with respect to new Lines of Railway.

XXIII. That it shall be lawful for the said respective Companies to make and enter into such Agreements and Arrangements with each other as they shall deem advisable, with reference to the Construction, Maintenance, Use, Occupation, Management, and Appropriation of the said Railways, Lands, and Works, and the Buildings, Staiths, Sidings, Hoists, Platforms, Works, and other Conveniences connected therewith, and to the levying and Appropriation of Tolls, Rates, and Charges upon or in respect thereof, and generally for and in respect of all such Matters and Things as may be necessary or desirable for the mutual Convenience and Advantage of the said Companies in reference thereto.

Disputes between the Two Companies, how to be settled.

XXIV. That if, either during the Progress of the said Works or after the Completion thereof, any Difference shall arise between the said Companies, either as to the Principle or Mode of Construction or Arrangement of the said Railways or any or either of them, and the Stations, Lands, Buildings, Staiths, Sidings, Hoists, Platforms, Works, and other Conveniences connected therewith, or as to the Division, Apportionment, and Appropriation thereof to and between the said Two Companies respectively, or as to the Use and Enjoyment of the said new Lines of Railway or any or either of them, or of the said Stations, Lands, Buildings, and Works and Conveniences, or as to the Management, Supervision, Maintenance, and Repairs thereof by the said Companies, or as to the Use thereof by any other Person, Company or Companies, whose Railway shall join or communicate with the said new Lines of Railway or any or either of them, or as to the Tolls to be charged and made payable for such Use, or as to any other Matter or Thing relating thereto, every such Difference or Dispute shall from Time to Time, as Occasion may require, be referred and be subject to the Award and Determination of the Lords of the Committee of Privy Council for Trade and Foreign Plantations, whose

Decision in all Matters so from Time to Time referred to them shall be final and conclusive between the Parties: Provided always, that if the said Lords of the Committee of Privy Council for Trade shall refuse or neglect to decide such Differences or Disputes, when and as the same shall from Time to Time arise, after a reasonable Request shall have been made to them for that Purpose, then every such Dispute with which the said Lords of the Committee of Privy Council for Trade shall neglect or refuse to interfere shall and may be settled by Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Provision as to Lands acquired by East Lancashire Railway Company on joint Account of themselves and the Lancashire and Yorkshire Railway Company.

XXV. That if the *East Lancashire* Railway Company shall refuse to become, or shall for the Period aforesaid neglect to give Notice, as in this Act provided, of their Desire to become, joint Owners with the *Lancashire and Yorkshire* Railway Company of the Railways and Works by this Act authorized, then, upon Payment or Tender by the *Lancashire and Yorkshire* Railway Company to the *East Lancashire* Railway Company of the Sum of Ninety-eight thousand eight hundred and sixty-one Pounds Eleven Shillings and Ninepence, together with Interest at the Rate of Five Pounds *per Centum per Annum*, as herein-after provided, (and which Payment or Tender the *Lancashire and Yorkshire* Railway Company are hereby required to make at the Times and in the Manner herein-after mentioned,) all the Estate, Right, and Interest of the *East Lancashire* Railway Company in the Lands and Houses which, under the Provisions of "The *Liverpool, Ormskirk, and Preston* Railway Act, 1846," and "The *Manchester and Leeds* Railway Act (No. 3.), 1847," or either of them, or under the Provisions of any other Act or Acts of Parliament, or otherwise, shall have been purchased or acquired by the *East Lancashire* Railway Company, on the joint Account of themselves and the *Lancashire and Yorkshire* Railway Company, for the Purposes of the Branch Railway by "The *Liverpool, Ormskirk, and Preston* Railway Act, 1846," authorized, and therein described as commencing by a Junction with the *Liverpool and Bury* Railway in the Township of *Kirkdale* in the Parish of *Walton-on-the-Hill*, and terminating near the Junction of *Walter Street* and *Regent Road* in the Township and Parish of *Liverpool*, or for the Purposes of any Stations, Approaches, or other Conveniences connected therewith, shall absolutely cease, determine, and be extinguished; and thereupon all such Lands, and the Benefit of all Contracts entered into by the *East Lancashire* Railway Company with reference to the Purchase of any of such Lands, shall absolutely vest in and become the sole Property of the *Lancashire and Yorkshire* Railway Company; and all such Contracts, as well as all Deeds of Conveyance or

other Assurance of the said Lands to the said *East Lancashire* Railway Company, shall, on Demand, be delivered up by them to the *Lancashire and Yorkshire* Railway Company.

As to Times of Payment to East Lancashire Railway Company.

XXVI. That the Monies payable by the *Lancashire and Yorkshire* Railway Company to the *East Lancashire* Railway Company, in the event of the last-mentioned Company refusing or neglecting to become joint Owners of the Railways and Works by this Act authorized, shall become payable and be paid as follows:—Interest at the Rate of Five Pounds *per Centum per Annum* on the said Sum of Ninety-seven thousand five hundred and fifty-two Pounds Three Shillings and Threepence Halfpenny from the Fifteenth Day of *February* One thousand eight hundred and forty-seven to the First Day of *September* One thousand eight hundred and fifty-five inclusive, and Interest at the Rate aforesaid upon the said Sum of One thousand three hundred and nine Pounds Eight Shillings and Sixpence from the First Day of *January* One thousand eight hundred and fifty-four to the said First Day of *September* One thousand eight hundred and fifty-five inclusive, shall be paid or tendered on the Second Day of *September* One thousand eight hundred and fifty-five, and the said Principal Sum of Ninety-eight thousand eight hundred and sixty-one Pounds Eleven Shillings and Ninepence shall be paid or tendered within Three Years from the passing of this Act; and until Payment of the said Principal Sum the said *Lancashire and Yorkshire* Railway Company shall pay Interest thereon from the said First Day of *September* One thousand eight hundred and fifty-five at the Rate aforesaid by equal half-yearly Payments on the First Day of *March* and the First Day of *September* in every Year, and so in proportion for any less Period than a Half Year.

Dividends suspended if Railway not opened within a limited Period.

XXVII. That if the Railways by this Act authorized to be constructed shall not be completed and opened for public Traffic within Four Years from the passing of this Act, then and from thenceforth it shall not be lawful for the Company to declare or pay any Dividend on the ordinary or unguaranteed Capital of the Company until the said Railways shall have been completed and opened for public Traffic.

Interest or Dividend not to be paid on Calls.

XXVIII. That it shall not be lawful for the Company, out of any Money by this Act or 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 to any Shareholder Interest or Dividend on the Amount of Calls made in respect of the Shares held by him: Provided always, that the Company may pay to any Shareholder

Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

XXIX. That it shall not be lawful for the Company, out of any Money by any existing Act relating to the Company 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 for the Time being 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 execute any other Work or Undertaking.

For the Protection of the Liverpool Docks.

XXX. And whereas, for the Purpose of protecting Property, and rendering Facilities to the Trade and Commerce of the Town and Port of *Liverpool*, the Trustees of the *Liverpool* Docks are invested with the exclusive Government and Management of the Quays of the Docks constructed and authorized to be constructed by them: And whereas the discharging and loading of Vessels using the said Docks, and the expeditious Conveyance of the Cargoes of Vessels to and from the said Quays, would be prejudicially affected, and the Security of Property endangered, if the sole and exclusive Jurisdiction and Management of the said Dock Quays by the said Trustees were in any Manner controlled, abridged, or interfered with, or if any Tramroad, Railway, or other Work were made or constructed on any of the said Quays, without the previous Consent and Concurrence of the said Trustees: Be it therefore enacted, That, notwithstanding anything in this Act, or in any Act incorporated herewith, or in any Agreement or Arrangement to be made between the *East Lancashire* Railway Company and the *Lancashire and Yorkshire* Railway Company, in pursuance of this Act, contained, it shall not be lawful for both or either of those Companies to purchase, enter upon, take, or use, or in any Manner interfere with, any of the Docks, Dockyards, Dock Quays, or Lands belonging to the Trustees of the *Liverpool* Docks, herein-before or in the said deposited Plans and Book of Reference mentioned or referred to, nor any other Portion of the Estate of the same Trustees, except by Agreement with and by and with the Consent and Concurrence in Writing of the same Trustees; and nothing in this Act contained shall in anywise repeal, alter, suspend, control, lessen, or prejudicially affect any of the Rights, Privileges, Powers, or Authorities now vested in the same Trustees under the several Acts of Parliament relating to the Docks and Harbour of *Liverpool*; but that, on the contrary, all those Acts of Parliament, and especially the

the Fifty-fifth Section of the Local and Personal Act of the Ninth and Tenth Years of the Reign of Her present Majesty, Chapter One hundred and nine, providing for the sole and exclusive Jurisdiction of the same Trustees over the Quays of such Docks, shall be and remain in as full Force, Virtue, and Effect to all Intents and Purposes as if this Act had not been passed.

Railway and Company to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., 9 & 10 Vict. c 57., and 14 & 15 Vict. c. 64.

XXXI. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railways;* and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways;* and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops;* and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways;* and another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty, intituled *An Act for regulating the Guage of Railways;* and another Act was passed in the Session of Parliament held in the Fourteenth and Fifteenth Years of the Reign of Her present Majesty, intituled *An Act to repeal the Act for constituting Commissioners of Railways:* Be it enacted, That nothing in this Act contained shall be held to exempt the said Railways or the Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railways and Company, so far as the same shall be applicable thereto.

Railway not exempt from Provisions of future General Acts.

XXXII. That nothing herein contained shall be deemed or construed to exempt the Railways by this or any other Act relating to the Company authorized to be made, or the Company, from the Provisions of any General Act relating to such Acts, or 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, and of the Rates for small Parcels, authorized by this or any other Act relating to the Company.

Expenses of Act.

XXXIII. That all the Costs, Charges, and Expenses of and incident to the obtaining of this Act, and preparatory thereto, shall be paid by the Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1854.