ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cclxxxviii.

An Act for authorizing a Lease of a Portion of the Undertaking of the Company of Proprietors of the *Lancaster* Canal Navigation to the Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool*, and of the Remainder thereof to the *London and North-western* Railway Company; and for other Purposes.

[29th *July* 1864.]

WHEREAS an Act was passed in the Session of Parliament held in the Thirty-second Year of King *George* the Third, Chapter One hundred and one, intituled *An Act for making and maintaining a navigable Canal from* Kirkby Kendal *in the County of* Westmoreland *to* West Houghton *in the County Palatine of* Lancaster, *and also a navigable Branch from the said intended Canal at or near* Borwick *to or near* Warton Cragg, *and also another navigable Branch from at or near* Gale Moss *by* Chorley *to or near* Duxbury *in the said County Palatine of* Lancaster; and by that Act a Company was established for effectuating the Objects thereof under the Title of "the Company of Proprietors of the 32 G. 3. c. ci.

Lancaster Canal Navigation," in this Act called "the *Lancaster* Company:" And whereas by Acts of Parliament passed in the same Reign, to wit, in the Thirty-third Year (Chapter One hundred and seven), in the Thirty-ninth and Fortieth Years (Chapter Fifty-seven), in the Forty-seventh Year, Session Two (Chapter One hundred and thirteen), and in the Fifty-ninth Year (Chapter Sixty-four), the first-mentioned Act was altered and amended, and additional Powers were conferred on the *Lancaster* Company, including a Power to make a Branch from the said Canal at or near *Galgate* to *Glasson Dock* in the said County of *Lancaster:* And whereas the South End of the Canal, extending from *Kirkless* to *Walton Summit*, and including the Branch from *Johnson's Hillock* to the Top Lock at *Copthurst*, communicates at *Johnson's Hillock* and *Kirkless* with the *Leeds and Liverpool* Canal, and forms a necessary Portion of the Communication by Canal between *Leeds* and *Liverpool:* And whereas the Communications between the South End and the Portions Eastward and Westward thereof of the *Leeds and Liverpool* Canal were made, and the South End is supplied with Water from the Eastern Portion of the *Leeds and Liverpool* Canal by Agreement between the *Lancaster* Company and the Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool* (in this Act called "the *Leeds* Company"), and under the Authority of the recited Act of the Fifty-ninth Year of *George* the Third, Chapter Sixty-four: And whereas the *Leeds* Company, under the Authority of the Act of the Session of the Eighth and Ninth Years of Her present Majesty, Chapter Forty-two, are Lessees of the Tolls on all Articles except Coal conveyed on the South End both ways between *Johnson's Hillock* and *Kirkless:* And whereas it is expedient that the South End (except as herein-after provided) should be leased to the *Leeds* Company: And whereas it is expedient that the Remainder of the Undertaking of the *Lancaster* Company should be leased to the *London and North-western* Railway Company (in this Act called "the *North-western* Company"): And whereas the Companies are desirous that such an Arrangement should be effected, and have entered into the Heads of Arrangement, Copies whereof are contained in the Schedules (A.) and (B.) to this Act; and it is also expedient that the recited Acts relating to the *Lancaster* Company be amended as by this Act provided: And whereas it is expedient to provide that in the event of the Determination of the Lease of the *Lancaster and Carlisle* Railway to the *North-western* Company so much of the Undertaking, Lands, Estates, Rights, Powers, and Privileges of the *Lancaster* Company which on the Determination of such Lease shall be vested in or belong to the *North-western* Company shall be transferred to and vested in the *Lancaster and Carlisle* Railway Company, and an Agreement to that Effect, Copy whereof is contained in Schedule (C.) to this Act, has been entered into between those Two Companies: And whereas it

33 G. 3. c. cvii.
39 & 40 G. 3. c. lvii.
47 G. 3. Sess. 2. c. cxiii.
59 G. 3. c. lxiv.

it is expedient to make Provision for the Discontinuance of the Use by the Public of so much of the Tramway, Lands, and the Works connected therewith of the *Lancaster* Company in the Township of *Preston* and Parish of *Preston*, and in the Township of *Walton-le-Dale* in the Parish of *Blackburn*, as extends from the North Side of *Fishergate Street* in *Preston*, and thence over the River *Ribble* to the South Side of the Turnpike Road leading from *Preston* to *Chorley*, and to authorize the stopping up of that Portion of the said Tramway, Lands, and Works, and the Sale, Exchange, or other Disposition of such Tramway, Lands, and Works: And whereas it is expedient to make Provision for the Discontinuance as public Thoroughfares, and for the stopping up and Appropriation to Station or other Purposes, of so much of *Syke Road* or Footpath in the Township of *Preston* in the Parish of *Preston* as passes through, under, along, or over the Property of the *North-western* Company and the *Lancashire and Yorkshire* Railway Company (in this Act called the "*Lancashire* Company"), or either of them, and also of so much of *Fleet Street* and *Charnley Street* in the same Township and Parish as is bounded on each Side thereof by the Property of the *Lancaster* Company: And whereas it is expedient to enable the *North-western* Company and the Mayor, Aldermen, and Burgesses of the Borough of *Preston* (in this Act called "the Corporation") to enter into Agreements for the Acquisition by or vesting in the Corporation of Portions of the Tramway, Lands, and Works of the *Lancaster* Company by this Act authorized to be discontinued and stopped up: And whereas the Objects aforesaid cannot be accomplished 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; (that is to say,)

Short Title.

1. This Act may be cited for any Purpose as "*Lancaster* Canal Transfer Act, 1864."

Interpretation of Terms.

2. The Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Parts of 8 & 9 Vict. c. 20. as to Settlement of Disputes by Arbitration incorporated.

3. The Sections of "The Railways Clauses Consolidation Act, 1845," "with respect to the Settlement of Disputes by Arbitration," are incorporated with this Act, and made applicable to the Settlement of the Disputes which this Act provides are to be determined by Arbitration.

4. The

The Heads of Arrangement confirmed, and Lease of Undertaking of Lancaster Company to be executed by the Parties accordingly. Proviso.

4. The Heads of Arrangement, Copies whereof are contained in the Schedules (A.) and (B.) to this Act, are hereby confirmed and made binding on the *Lancaster* Company, on the *Leeds* Company, and on the *North-western* Company, and the *Lancaster* Company shall grant, and the *Leeds* Company and the *North-western* Company respectively shall accept, a Lease of the respective Portions of the Undertaking of the *Lancaster* Company, prepared in conformity with the said Heads of Arrangement: Provided always, that the *North-western* Company shall within Six Months after the passing of this Act sell the Shares in the *Leeds* Company acquired by them under the Provisions of this Act.

Effect of Lease.

5. During the Continuance of the respective Leases, and subject to the Provisions thereof, all the Rights and Powers of the *Lancaster* Company under the recited Acts relating to that Company to make Charges and levy Rates and Tolls, and all other the Powers, Rights, Privileges, and Indemnities, and all the Duties and Liabilities, of the *Lancaster* Company under any existing Acts affecting or relating to that Company (except their Liabilities for Taxes, Rates, Salaries, Wages, and like ordinary Expenses up to the First Day of *July* One thousand eight hundred and sixty-four), and which but for the Existence of the Leases might be exercised or enjoyed by and be obligatory on the *Lancaster* Company, and their Committee, Officers, Agents, and Servants, shall apply to, and be exercised, enforced, and enjoyed by, and be obligatory on the *Leeds* Company and the *North-western* Company respectively as regards the respective Portions of the said Undertaking leased to them, and their Directors, Committee, Officers, Agents, and Servants, in like Manner and to the like Extent, and subject to the like Restrictions and Regulations, as if the Name of the *Leeds* Company or of the *North-western* Company, as the Case may be, instead of the Name of the *Lancaster* Company, had been inserted in the said Acts.

As to the Tolls to be taken for the Use of the South End of the Canal.

6. The *Leeds* Company shall and may, during the Continuance of the Lease to them, demand, take, and recover as Rates and Duties for Tonnage of all Articles, Matters, and Things which shall be conveyed on that Portion of the Canal extending from *Kirkless* to *Walton Summit*, and the Branch from *Johnson's Hillock* to the Top Lock at *Copthurst*, called the South End, any Sum not exceeding the following, in substitution and in lieu of the Tonnage authorized to be charged and levied by Section Eighty-four of the said Act of the Thirty-second Year of *George* the Third, Chapter One hundred and one, but the same shall not extend to or affect any Tolls, Rates, and Duties on the said South End to be collected and received for the Use of the Lessees of the *North Union* Railway under the Provisions

of

of the Act, Local and Personal, of the First Year of *Victoria*, Chapter One hundred and twenty-one:

For Coal, Cannel, Culm, Coke, and Cinders, any Sum not exceeding Three Farthings *per* Ton *per* Mile:

For Slack, any Sum not exceeding Three Eighths of a Penny *per* Ton *per* Mile:

For Limestone, Slate, Salt Ores, Salt Rock, Bricks, Stone, Flags, Ironstone, Black Bass, Iron Cinders, Gravel, Sand, Clay, Marl, and Manure in Bulk, any Sum not exceeding One Halfpenny *per* Ton *per* Mile:

For Lime, Pig Iron, Cast Iron, and Bar Iron, any Sum not exceeding One Penny *per* Ton *per* Mile:

For Timber, Dyeing Woods, and all other Goods, Wares, Merchandises, and Commodities not herein-before enumerated, any Sum not exceeding One Penny Halfpenny *per* Ton *per* Mile:

Provided always, that the following Regulations shall be applicable to the fixing of such Sums for Tonnage; namely,

With respect to all Articles, except Stone and Square Timber, the Weight shall be determined according to the usual Avoirdupois Weight of One hundred and twelve Pounds to the Hundredweight, and Twenty Hundredweights to the Ton:

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

In addition to the before-mentioned Sums for Tonnage, the *Leeds* Company during the Continuance of the Lease shall and may, in substitution or in lieu of the Tonnage Rate authorized by Section One hundred and sixteen of the recited Act of the Thirty-second Year of *George* the Third, Chapter One hundred and one, demand, take, and recover as Rates and Duties for Lock Dues and Waste of Water on any Boat or Vessel passing the Lockage or Part of the Lockage at *Johnson's Hillock* any Sum not exceeding Five Shillings, except such Boat or Vessel has a Lading of not less than Twenty Tons, or has paid Lock Dues when passing in the opposite Direction on the same Trip, or has passed in the opposite Direction on the same Trip with a Lading of Twenty Tons.

As to the Tolls to be taken for the Use of the North End of the Canal.

7. The *North-western* Company or their Assigns shall and may, during the Continuance of the Lease to them, demand, take, and recover as Rates and Duties for Tonnage of all Articles, Matters, and Things which shall be conveyed on that Portion of the Canal extending from *Preston* to *Kendal* and *Glasson*, called the North End, any Sums not exceeding the following, in substitution and lieu of the Tonnage authorized to be charged and levied by Section Eighty-four of the recited

recited Act of the Thirty-second Year of *George* the Third, Chapter One hundred and one :

For Coal, Cannel, Culm, Coke, Cinders, and Slack, Fuller's Earth, Salt Ores, Salt Rock, Flags, Ironstone, Black Bass, and Iron Cinders, any Sum not exceeding One Halfpenny *per* Ton *per* Mile :

For Slate, Brick, and Tile, any Sum not exceeding One Halfpenny *per* Ton *per* Mile for Twenty-four Miles, and free for any further Distance :

For Limestone, Stone, Gravel, or other Material for making and repairing Roads, Sand, Clay, Marl, and Manure in Bulk, any Sum not exceeding One Halfpenny *per* Ton *per* Mile for Twenty Miles, and free for any further Distance :

For Timber and Dyewoods in Log, any Sum not exceeding One Penny *per* Ton *per* Mile for Thirty Miles, and free for any further Distance :

And for all other Goods, Wares, Merchandises, and Commodities, any Sum not exceeding One Penny *per* Ton *per* Mile :

Provided always, that the following Regulations shall be applicable to the fixing of such Sums for Tonnage; namely,

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

With respect to all Articles, except Stone and Square Timber, the Weight shall be determined according to the usual Avoirdupois Weight of One hundred and twelve Pounds to the Hundredweight, and Twenty Hundredweights to the Ton :

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

In addition to the before-mentioned Sums for Tonnage, the *North-western* Company and their Assigns during the Continuance of the Lease shall and may, in substitution or in lieu of the Tonnage Rate authorized by Section One hundred and sixteen of the recited Act of the Thirty-second Year of *George* the Third, Chapter One hundred and one, demand, take, and recover as Rates and Duties for Lock Dues and Waste of Water in any Boat or Vessel passing any Lockage or Part of any Lockage on the said North End, or the Sea Lock at *Glasson*, any Sum not exceeding Five Shillings, except such Boat or Vessel has a Loading of such Weight and Character as shall yield to the *North-western* Company or their Assigns, by way of or in respect of Tolls authorized by this Act, the Sum of Ten Shillings in the aggregate :

Provided always, that on Payment of Lock Dues on passing One Lock or Lockage, or yielding to the *London and North-western* Company in respect of Tolls the Sum of Ten Shillings, the same Boat or Vessel may pass free of Lock Dues any or both of the other Lockages, such Boat being on the same Direction and Trip, or on its Return in the other Direction on the same Trip.

As to the Wharfage Rates to be taken.

8. The *North-western* Company or their Assigns and the *Leeds* Company respectively may, during the Continuance of the Lease, demand, take, and recover as Rates and Duties on any Articles which shall be deposited or placed on any public Wharf or Basin of the Canal any Sum not exceeding One Penny *per* Ton, and One Penny *per* Ton in addition for each Day for the First Period of Seven Days during which they shall so remain deposited or placed after Twenty-four Hours Notice from any Officer of the Company to remove the same, and after the Expiry of such Period of Seven Days, One Penny *per* Ton *per* Week.

Receipt to be sufficient Discharge.

9. A Receipt in Writing under the Hands of any Two of the Committee for the Time being for managing the Affairs of the *Lancaster* Company, or under the Common Seal of the *Lancaster* Company, for any Monies payable to the *Lancaster* Company in respect of the Leases, shall be an effectual Discharge to the *Leeds* Company and the *North-western* Company respectively for the Money therein expressed to be received, and from all Liability, Claims, or Demands in respect thereto.

Modification of Lease.

10. From Time to Time, after the granting of the Leases under the Authority of this Act, the *Lancaster* Company and the *Leeds* Company, and the *Lancaster* Company and the *North-western* Company respectively, if they so think fit, may, by Deed under their respective Common Seals, modify any of the Covenants, Conditions, Powers, Exceptions, Reservations, or other Provisions and Stipulations contained in the Lease.

No Lease or Modification thereof to affect Third Parties.

11. No Lease to be made under the Authority of this Act, nor any Modification of such Lease, shall take away, alter, or in anywise affect any of the Duties, Obligations, Restrictions, or Liabilities to which the *Lancaster* Company but for the making of the Leases or any Modification thereof might be subject; but all Persons and Corporations, other than the *Leeds* Company and the *North-western* Company, shall have the same Rights, Privileges, Powers, and Remedies against the *Lancaster* Company, after the making of and notwithstanding such Leases or Modification thereof, as they might have had if such Leases or Modification had not been made; but the *Leeds* Company and the *North-western* Company respectively shall indemnify

indemnify the *Lancaster* Company against all such Duties, Obligations, Restrictions, and Liabilities to the Extent mentioned in the respective Agreements in the Schedules (A.) and (B.) hereto, including all the *Lancaster* Company's Liabilities under any existing Act or Acts affecting or relating to that Company, and all Costs, Damages, and Expenses arising therefrom, except the Liabilities of the *Lancaster* Company for Taxes, Rates, Salaries, Wages, and like ordinary current Expenses up to the First Day of *July* One thousand eight hundred and sixty-four.

Saving Rights, &c. of Lancashire and Yorkshire Railway Company.

12. Nothing in this Act or in the Heads of Arrangement annexed thereto, or in any Lease or Modification of a Lease to be granted or executed under the Powers of this Act, shall interfere with the Rights, Powers, and Privileges of the *Lancashire* Company as joint Proprietors with the *North-western* Company of the *North Union* Railway, or as jointly interested in the said Tramway, and in certain Lands, Buildings, and Property at the Summit and alongside the said Tramway, and certain Tolls on the South Level of the said Canal, or otherwise; and any Remedies or Rights of Action which but for the passing of this Act the *Lancashire* Company might have or be entitled to jointly or severally against the *Lancaster* Company or against the *North-western* Company may be maintained and prosecuted by them severally, and without the Intervention of the last-named Company against the same Company or the *Lancaster* Company; but in the event of any such Remedies or Rights of Action being claimed or enforced against the *Lancaster* Company, the *North-western* Company shall indemnify the *Lancaster* Company against the same, and against all Liabilities, Costs, Charges, and Expenses arising therefrom or incidental thereto.

Leases to contain all usual Provisions and proper Covenants to efficiently maintain the Canal.

13. The respective Leases shall contain the usual Covenant for Payment of Rent, and all other usual Powers and Provisions, and a Proviso for Re-entry by the *Lancaster* Company on Nonpayment of Rent or Nonperformance of Covenants, and also all usual and proper Covenants on the Part of the *Leeds* Company and the *North-western* Company respectively for maintaining the Portions of the Canal of the *Lancaster* Company leased to them respectively in good and efficient Repair and working Condition during the Continuance of the Lease, and for so leaving the same at the Expiration of the Term thereby granted, or other sooner Determination of the Lease.

For Maintenance of the Canal Navigation.

14. The *Leeds* Company and the *North-western* Company respectively shall, during the Continuance of the respective Leases, and they are hereby required to keep the Portions of Canal leased to them respectively open and navigable for all Persons desirous to use and navigate the same, subject to the Terms and Conditions of the Acts of Parliament

Parliament relating to the Canal, and at their own Costs and Charges to keep that Portion of the Canal and Works well and sufficiently repaired, supported, dredged, cleansed, scoured, and maintained in good Order and Condition (unavoidable Stoppage from Accidents, unusual Drought, severe Frost, Repair, or for Execution of necessary Works, excepted).

If Complaint made to Board of Trade that Canal not kept in good Repair, Board may make an Order on the Company.

15. If at any Time during the Continuance of the Leases Complaint shall be made to the Board of Trade by any Person or Persons interested that the *Leeds* Company or the *North-western* Company do not in certain named and specified Particulars keep the Canal and Works in such good Order and Condition as aforesaid for the free Passage of Traffic and for other the Purposes of the said Navigation, the Board of Trade may from Time to Time, when and as such Complaints shall be made, examine and inquire, or appoint some competent Person as Referee to examine and inquire, into such Complaints, or any of them, and the Grounds thereof, and after such Examination shall have been had the said Board may make such Order as they may think fit in the specified Particulars complained of, and such Order shall be binding upon and observed by the *Leeds* Company or the *North-western* Company, as the Case may be, and the Expenses of any Reference or Examination under this Provision shall be in the Discretion of the Referee appointed by the Board of Trade.

If the Lessees fail to comply with the Order, Board may authorize Complainant to carry it into effect.

16. If the *Leeds* Company or the *North-western* Company, as the Case may be, do not within Fourteen Days after the making of such Order proceed with due Diligence to obey the same, then the said Board may authorize the Complainant to carry such Order into effect, and he may do so accordingly, and may recover the Expense attendant thereon from the *Leeds* Company or the *North-western* Company, as the Case may be, in any Court of competent Jurisdiction.

Lessees to preserve the Supply of Water to the Canal Navigation.

17. The *Leeds* Company and the *North-western* Company respectively, during the Continuance of the respective Leases, shall and they are hereby required to maintain and preserve the Supplies of Water to the Portion of the Canal leased to them respectively, and the several Branches, Extensions, and Diversions thereof, by the same Means and as amply as they now are and have heretofore been usually maintained, so that the Navigation of the Canal, and the several Branches, Extensions, and Diversions thereof, shall during the Continuance of the Lease be kept open and navigable for all Persons desirous to use and navigate the same upon Payment of such Rates and Duties as shall be demanded by the *Leeds* Company and the *North-western* Company respectively, not exceeding the Rates and

Duties by this Act authorized (unavoidable Stoppage from Accident, unusual Drought, severe Frost, Repair, or for Execution of any Works, excepted).

Penalty for obstructing the Canal by reason of Want of Repair.

18. If by reason of the Want of Repair or of the insufficient Maintenance of the Canal and Works it shall happen that during the Continuance of the Leases such Canal and Works shall be so obstructed that Boats or Barges, or the Horses drawing the same, shall not be able freely to pass along and use the Canal, Towing-path, and Works, the *Leeds* Company or the *North-western* Company, whichever may be in default, shall pay to any Person injured by such Default as aforesaid, as or in the Nature of ascertained and liquidated Damages, the Sum of Twenty Pounds for every Day during which such Obstruction shall happen or continue, such Sum or Sums to be recovered in any Court of competent Jurisdiction.

Byelaws of Leeds Company extended to Part of Canal leased to them.

19. When and as soon as the *Leeds* Company enter on the Portion of Canal leased to them under this Act, all their Byelaws and Regulations then in force with respect to their Undertaking, and all Byelaws and Regulations from Time to Time thereafter made by them, shall extend and apply to and upon the Portion of Canal so leased to them.

Clauses of other Acts to apply to Lessees.

20. All Clauses and Provisions relating to the Canal contained in any Act of Parliament heretofore passed, or which may pass during the present Session of Parliament, shall during the Continuance of the respective Leases under this Act extend and apply to and for the Benefit of the *Leeds* Company and the *North-western* Company respectively, as regards the respective Portions of the Canal leased to them respectively under this Act, as if they respectively were named in such Acts instead of the *Lancaster* Company.

Lands of the Lancaster Company converted to other than Canal Purposes not exempted from Rates.

21. Such of the Lands and Property of the *Lancaster* Company as are for the Time being converted to or used for other Purposes than Canal Purposes shall not be entitled, during the Continuance of the Leases, to the partial Exemption from Parliamentary or Parochial Taxes, Rates, or Assessments conferred by the One hundred and eighteenth Section of the recited Act of the Thirty-second Year of *George* the Third, Chapter One hundred and one.

Confirming Agreement between the North-western Company and the Lancaster and

22. The Agreement between the *North-western* Company and the *Lancaster and Carlisle* Railway Company, Copy whereof is contained in the Schedule (C.) to this Act, is hereby confirmed and made binding on those Companies, and they respectively shall do all Acts needful for giving full Effect to such Agreement, whether by the Execution of Deeds (containing all proper and usual Covenants and Stipulations)

Stipulations) or otherwise howsoever; but nothing in this Act contained shall be held or construed either as giving Validity to or as prejudicing the therein-recited Lease from the *Lancaster and Carlisle* Railway Company to the *North-western* Company, nor shall the said recited Agreement between them, or any Assignment or Transfer executed in pursuance thereof, prejudice or affect any Right, Remedy, Claim, or Demand of the *Lancaster* Company against the *North-western* Company under or by virtue of the Agreement between them, Copy whereof is contained in the Schedule (B.) to this Act. Carlisle Company

23. If and when the *Lancashire and Yorkshire* Railway Company signify in Writing to the *North-western* Company their Consent that the separate Lands of the *Lancashire and Yorkshire* Railway Company and the Lands of the *Lancaster* Company at *Preston* (except the Site of the Canal, and except such of the Canal Basins and Canal Wharves as are necessary for the Traffic of the Canal and the Towing-paths,) acquired by the *North-western* Company under this Act shall be thrown into Hotchpot, and be used for the joint Purposes of the Two Railway Companies, then all the said Lands shall, during the Continuance of the Lease to the *North-western* Company, be used accordingly, and the Terms upon which such Arrangement shall be carried into effect, and the Sum (if any) to be paid by either of the Two Railway Companies to the other for Equality of Interest, shall, failing Agreement between them, be determined by Arbitration in manner provided by this Act: Provided always, that the Arbitrator or Arbitrators shall have Power, if necessary for the Improvement of the Joint Station at *Preston*, to award that the Land (exclusive of the Lines of Railway) at *Preston*, lately belonging to the *Lancaster and Preston Junction* Railway, shall be also thrown into Hotchpot during the Subsistence of any Lease of that Undertaking to the *North-western* Company upon such Terms and Conditions as the Arbitrator or Arbitrators may determine; provided also, that the Arbitrator or Arbitrators shall, in the first instance, take into consideration and determine what Portion of the said Lands herein-before referred to are requisite for the Improvement of the Joint Station at *Preston*, and such Lands as are not requisite for such Purpose shall remain the exclusive Property of the Persons now the Owners thereof. Provision for improving the Joint Station at Preston.

24. The *North-western* Company may, with the Consent of the *Lancashire* Company, discontinue the Use by the Public of so much of the Tramway, Lands, and Works connected therewith of the *Lancaster* Company in the Township of *Preston* in the Parish of *Preston*, and in the Township of *Walton-le-Dale* in the Parish of *Blackburn*, as extends from the North Side of *Fishergate Street* in *Preston*, and thence over the River *Ribble*, to the South Side of the Turnpike Road leading from *Preston* to *Chorley*, or any Part thereof, and Provision as to Discontinuance of Part of Tramway of the Lancaster Company.

and may stop up that Portion of the said Tramway, Lands, and Works, and may sell, exchange, or otherwise dispose of such Tramway, Lands, and Works.

Power to stop up Syke Road or Footpath in Preston.

25. The *North-western* Company and the *Lancashire* Company may, with the Consent of the Corporation, discontinue as a public Thoroughfare, divert, or stop up and appropriate to such Station or other Purposes as they may agree on, so much of the *Syke Road* or Footpath in the Township of *Preston* in the Parish of *Preston* as passes through, under, along, or over the Property of the *North-western* Company and the *Lancashire* Company, or either of them, and, subject to any such Agreement, the Site and Soil of such Road or Footpath shall, in the Case of the *North-western* Company and of the *Lancashire* Company, be vested in the Company or Companies through, under, along, or over whose Property such Road or Footpath now passes.

Power to stop up Parts of Fleet Street and Charnley Street in Preston.

26. The *Lancaster* Company or (after the Execution of such Lease to the *North-western* Company) the *North-western* Company may, with the Consent of the Corporation, discontinue as a public Thoroughfare, divert, or stop up and appropriate to such Purposes as they see fit, so much of *Fleet Street* and *Charnley Street* in the Township of *Preston* in the Parish of *Preston* as is bounded on each Side thereof by the Property of the *Lancaster* Company, and the Site and Soil of such Portions of those Streets shall be vested in the *Lancaster* Company and (after the Execution of and during the Continuance of such Lease) in the *North-western* Company.

Power to North-western Company and Corporation to enter into Agreements.

27. The *North-western* Company, with the Consent of the *Lancashire* Company and the Corporation, may from Time to Time enter into and carry into effect Agreements or Arrangements for the Acquisition by or vesting in the Corporation of some Portions of the said Tramway, Lands, and Works.

Saving Rights of the Corporation of Preston.

28. Nothing in this Act contained shall take away, lessen, or prejudice any of the Rights, Interests, Powers, or Privileges of the Mayor, Aldermen, and Burgesses of the Borough of *Preston* given, reserved, or contained in and by a certain Agreement dated the Twenty-sixth Day of *April* One thousand eight hundred and fifty-six, and made between the said Mayor, Aldermen, and Burgesses of the one Part, and the *London and North-western* Company and the *Lancashire and Yorkshire* Company of the other Part, or in and by "The *Preston* Corporation Markets Act, 1861," or take away, lessen, or prejudice any of the public Rights of Way now existing in, upon, over, or along the Portion of the said Tramroad lying between the

Syke

Syke Road and the Footpath over the said Tramway near to *Carr Wood* which leads from *Walton-le-Dale* to *Penwortham*.

Provision for Protection of Commissioners and Trustees for improving Navigation of River Lune.

29. Whereas the several Articles of Agreement of the Third Day of *February* One thousand eight hundred and twenty-three, and the Nineteenth Day of *August* One thousand eight hundred and twenty-five, Copies whereof respectively are set forth in the Schedule (D.) to this Act annexed, were respectively entered into between the *Lancaster* Company of the one Part, and the Commissioners and Trustees for improving the Navigation of the River *Loyne*, otherwise *Lune*, of the other Part: Therefore the Articles of Agreement of the Third Day of *February* One thousand eight hundred and twenty-three, subject to the Modifications thereof made by the Articles of Agreement of the Nineteenth Day of *August* One thousand eight hundred and twenty-five, and those last-mentioned Articles of Agreement respectively, shall be binding not only on the *Lancaster* Company and the Commissioners and Trustees, but also on the *North-western* Company during the Lease to them: Provided always, that if the Commissioners and Trustees have done or permitted or consented to any Act since the Date of such first-mentioned Agreement to increase the Liability of the *Lancaster* Company in respect of the yearly Sum of Two hundred Pounds in such Agreement mentioned, then so much of such Agreement as relates to the said yearly Sum of Two hundred Pounds shall not be binding.

Certain Provisions of 32 G. 3. c. ci. herein named repealed.

30. The Exception contained in Section Seventy-six and the whole of Section Seventy-seven of the recited Act of the Thirty-second Year of *George* the Third, Chapter One hundred and one, are by this Act repealed, and the *Lancaster* Company may from Time to Time at any General Meeting revoke, alter, amend, or change any of the Rules and Directions in that Act prescribed with regard to the Method of calling General Meetings, and their Time and Place of assembling and Manner of voting, and of appointing the Committee, and the Number of Persons to constitute a Committee and a Quorum of a Committee.

Deposit for future Bills not to be paid out of Capital of North-western Company.

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

Railways of North-western

32. This Act or anything therein shall not exempt the Railway of the *North-western* Company from the Provisions of any General Act relating

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

relating to Railways, or of any General Act relating to Canals or Navigations or the Traffic thereof, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, authorized by any Act relating to the *North-western* Company.

Saving Rights of Corporation of Lancaster and others.

33. Nothing in this Act contained shall take away, lessen, or prejudice any of the Estates, Rights, Interests, Powers, or Privileges of the Mayor, Aldermen, and Burgesses of the Borough of *Lancaster*, or the Commissioners and Trustees for improving the Navigation of the River *Loyne*, otherwise *Lune*.

Expenses of Act and Leases.

34. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act, and of and incident to the Leases, shall be paid by the *Leeds* Company and the *North-western* Company respectively in equal Portions.

SCHE-

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

HEADS OF ARRANGEMENT between the Company of Proprietors of the LANCASTER CANAL NAVIGATION, herein-after called the LANCASTER COMPANY, of the one Part, and the Company of Proprietors of the CANAL NAVIGATION from LEEDS to LIVERPOOL, herein-after called the LEEDS COMPANY, of the other Part.

1. The Leeds Company to pay to the Lancaster Company a fixed clear yearly Rent or Sum of Seven thousand and seventy-five Pounds in perpetuity (less Income Tax, if paid by the Leeds Company).

2. The Lancaster Company to lease in perpetuity as from July 1st, 1864, and free from all Incumbrances, except as herein-after expressed, to the Leeds Company that Portion of the Lancaster Canal extending from Kirkless to Walton Summit, and the Branch from Johnson's Hillock to the Top Lock at Copthurst, together called the South End, and all Towing-paths, Wharfs, Offices, Lock Houses, Bank Rangers Houses, Cottages, Buildings, Cranes, Approaches, and other Lands, Works, and Conveniences held, occupied, or used as Part of or belonging to or for the Purposes of the South End, and the Traffic thereon (except certain Land at Summit used by, and certain Traffic on the South End collected and received for the Use of the Lessees of the North Union Railway, but including the Benefit of the subsisting Lease of certain of the Tolls and a Warehouse to the Leeds Company), also the Land at Johnson's Hillock adjoining the Lockage Wharf at Knowley, small Pieces of Land at Cross Hall and Brindle, and Whittle, and Two Cottages at Whittle, the Benefit of a Lease to Messrs. Widdow for Supply of Water.

3. The Canal Property to be subject to the Payment by the Leeds Company of unpaid Purchase Money on which Thirty-five Pounds Fifteen Shillings and Sixpence a Year is now paid as Interest.

4. The Leeds Company to be entitled to the Powers and subject to the Performance of all the Obligations under Acts of Parliament and Agreements respectively relating to the Maintenance, Management, Working, User, and Regulation of the South End and the Traffic thereon, and the fixing, collecting, and regulating of the Tolls for Traffic thereon, to which Powers and Obligations, if the Transfer hereby agreed were not made, the Lancaster Company in respect of the South End, and the Traffic and Tolls thereon, would continue to be entitled and subject.

5. The Leeds Company to collect, receive, keep Accounts of, and account for to the Lancaster Company, or to the Company to whom they may transfer the Remainder of their Undertaking, the Traffic on the South End now collected and received by the Lancaster Company for the Use of the Lessees of the North Union Railway, under the same Responsibility and Limitations as the Lancaster Company are now subject for the same.

6. The

6. The Transfer to include all the Lancaster Company's Powers with respect to the transferred Premises, but reserving to them their Powers with respect to registering Transfers of Shares, and distributing the net Amount of the yearly Sum among their Shareholders.

7. The Transfer to be subject to all the Lancaster Company's Duties, Contracts, Leases, and Rents, and Liabilities under Contracts for Traffic, Water Leases, and Leases of Property, in respect of the Portion of Undertaking hereby agreed to be transferred, except their Liabilities for Taxes, Rates, Salaries, Wages, and like ordinary current Expenses up to the Day of Transfer.

8. The Transfer to take effect as from the 1st July 1864, and from that Day the yearly Sum of Seven thousand and seventy-five Pounds to commence and to be paid quarterly, and to be the First Charge on the transferred Premises and the Revenues therefrom, and to be recoverable under the Covenants in the Lease.

9. The Lancaster Company to receive the due Proportion of all their Earnings and other Revenue, and to discharge the due Proportion of all their current Outgoings up to the Day of Transfer, keeping the Canal and Works in proper Repair.

10. The Lease to contain all the usual Powers and Provisions, and to be settled in case of Difference by J. H. Lloyd, Esquire, Barrister-at-Law, or, failing him, by an Arbitrator to be appointed by the Attorney General for the Time being.

SCHEDULE (B.)

HEADS OF ARRANGEMENT between the Company of Proprietors of the LANCASTER CANAL NAVIGATION, herein-after called the LANCASTER COMPANY, of the one Part, and the LONDON AND NORTH-WESTERN RAILWAY COMPANY, herein-after called the NORTH-WESTERN COMPANY, of the other Part.

1. The North-western Company to pay to the Lancaster Company a fixed clear yearly Sum of Twelve thousand six hundred and sixty-five Pounds Seventeen Shillings and Sixpence in perpetuity (less Income Tax, if paid by the North-western Company).

2. The Lancaster Company to transfer to the North-western Company the Lancaster Company's Undertaking, Canal, Lands, Property, Stock, and Effects of every Description, including Plant and Stores, and including Four hundred and nineteen Shares now held in trust for the Lancaster Company, which Shares are not to participate in the Division of the yearly Sum of Twelve thousand six hundred and sixty-five Pounds Seventeen Shillings and Sixpence, nor in any Surplus in the Hands of the Lancaster Company, and including the Shares held by or on behalf of the Lancaster Company in the Leeds and Liverpool Canal, or in any other Company, except the Portion of their Undertaking agreed to be transferred to the Leeds Company, and except their Registers, Books, Accounts, Letters, and Papers requisite for their continued Management of their Affairs, and except unclaimed Dividends, Bankers and Cash Balances, and Property held as Security for Traders Accounts. The Lancaster Company to have the Use of a Room in the Office at Lancaster.

3. The Transfer to include all the Lancaster Company's Powers with respect to the transferred Premises, but reserving to them their Powers with respect to registering

registering Transfers of Shares, and distributing the net Amount of the yearly Sum among their Shareholders.

4. The Transfer to be subject to all the Lancaster Company's Duties, Contracts, Leases, and Rents, and Liabilities under Contracts for Traffic, Water Leases, and Leases of Property, in respect of the Portion of Undertaking hereby agreed to be transferred, except their Liabilities for Taxes, Rates, Salaries, Wages, and like ordinary current Expenses up to the Day of Transfer.

5. The Transfer to take effect as from the 1st July 1864, and from that Day the yearly Sum of Twelve thousand six hundred and sixty-five Pounds Seventeen Shillings and Sixpence to commence, and to be paid quarterly, and to be the First Charge on the transferred Premises and the Revenues therefrom, and to be recoverable under the Covenants in the Lease.

6. The Lancaster Company to receive the due Proportion of all their Earnings and other Revenue, and to discharge the due Proportion of all their current Outgoings up to the Day of Transfer, keeping the Canal and Works in proper Repair.

7. The Lease to contain all the usual Powers and Provisions, and to be settled in case of Difference by J. H. Lloyd, Esquire, Barrister-at-Law, or, failing him, by an Arbitrator to be appointed by the Attorney General for the Time being.

SCHEDULE (C.)

AN AGREEMENT made this Eighth Day of February One thousand eight hundred and sixty-four between the LONDON AND NORTH-WESTERN RAILWAY COMPANY (herein-after called the NORTH-WESTERN COMPANY) of the one Part, and the LANCASTER AND CARLISLE RAILWAY COMPANY (herein-after called the LANCASTER COMPANY) of the other Part.

Whereas by Indenture dated the Twenty-second Day of December One thousand eight hundred and fifty-nine the Lancaster Company leased their Undertaking to the North-western Company for a long Term of Years on the Conditions therein appearing: And whereas the North-western Company are now promoting a Bill in Parliament for authorizing a Lease to them by the Lancaster Canal Company of the Undertaking of the Canal Company, with certain Benefits, Privileges, Powers, and Rights in connexion therewith, and such Bill appearing to the Lancaster Company to be adverse to their Interests they have prepared to oppose the same in Parliament: And whereas, in order to get rid of such Opposition, the North-western Company offered to the Lancaster Company the following Terms and Conditions in relation to the said Canal and proposed Act of Parliament, and it has accordingly been and is agreed between the said Companies as follows:

1. For the Considerations herein-after appearing the Lancaster Company shall not oppose the said Bill in Parliament.

2. It shall be at the Option of the Lancaster Company (at any Time within Twelve Calendar Months after the Determination of their Lease to the North-western Company) to call for and require and have, and the North-western Company shall make, within One Month after any such Option is declared as aforesaid, an absolute Assignment and Transfer from the North-

western Company to them of any Lease or Leases, Agreement or Agreements, granted or made to or with them the said North-western Company by the said Canal Company, and of all Benefits, Advantages, Powers, Rights, and Privileges included in or purporting to be passed by such Lease or Leases, Agreement or Agreements, so far as such Lease or Leases or Agreements refer to the North Level of the Lancaster Canal, viz., between Kendal and Preston, and any Wharves, Lands, or Conveniences then remaining the Property of the North-western only which they had acquired from the Canal Company, and the only Consideration for such Assignment and Transfer shall be the Assumption by the Lancaster Company as from the Date of such Assignment or Transfer of the Terms and Conditions then chargeable upon the North-western Company under any such Lease or Leases, Agreement or Agreements, in connexion with the Property so as aforesaid to be assigned or transferred by them to the Lancaster Company, less such Sum in respect of any Diminution or Alteration of or to the said Portion of the Canal or Property or Works as they now exist, and of the Value and Consequences of any such Diminution or Alteration, as shall, in case of Difference, be settled by Arbitration between the North-western and Lancaster Companies; but (subject to the Provisions aforesaid) nothing in this Agreement contained is to prevent the London and North-western Company from selling or disposing of the Land at Preston or elsewhere belonging to the Canal Company.

3. On the Requisition of the Lancaster Company at any Time after the Determination of their Lease to the North-western Company, the latter shall within One Calendar Month deliver to the former a detailed Account or Statement in Writing, showing the Diminution or Alterations (if any) which under the Provision last aforesaid the Lancaster Company will be entitled to have taken into account by the Arbitrator in fixing the Consideration to be paid by the Lancaster Company to the North-western Company for such Assignment and Transfer as aforesaid.

4. All the Costs, Charges, and Expenses of the Lancaster Company of and attending this Agreement and their Proceedings in Parliament in connexion therewith, or with the said pending Bill, and the procuring thereby or by any future Act or Acts of Parliament the Confirmation of this Agreement and the Transfer to the Lancaster Company, if called for by them, shall be borne and paid by the North-western Company.

5. If any Difference shall arise between the Parties the same shall be settled by Arbitration under "The Railway Companies Arbitration Act, 1859."

In witness whereof the said Companies have caused their Common Seals to be hereunto affixed the Day and Year first above written.

Passed under the Common Seal of the London and North-western Railway Company in the Presence of

R. SAVILL,
Assistant Secretary.

The Seal of The London and North-western Railway Company.

Passed under the Common Seal of the Lancaster and Carlisle Railway Company in the Presence of

WILLIAM JACKSON,
Director.

The Seal of The Lancaster and Carlisle Railway Company.

SCHEDULE (D.)

ARTICLES OF AGREEMENT made the 3d Day of February in the Year of our Lord 1823 between the Company of Proprietors of the LANCASTER CANAL NAVIGATION of the one Part, and JAMES BARTON NOTTAGE, Esq., Mayor of the Town of Lancaster, GEORGE BURROW, JOHN BROCKBANK, THOMAS INMAN, WILLIAM CARLISLE, and ROBERT BIRKETT, Commissioners and Trustees for improving the Navigation of the River Loyne, otherwise Lune, of the other Part.

Whereas the said Company of Proprietors intend to make and execute a navigable Branch from the said Canal to communicate with the Dock at Glasson in the Township of Thurnham in the County of Lancaster, pursuant to the Powers given them for that Purpose by an Act passed in the 33d Year of the Reign of His late Majesty King George the Third: And whereas the said Commissioners and Trustees are possessed or have the beneficial Enjoyment of a Quantity of Land lying at the Southerly End of and adjoining the said Dock, which they or their Grantees hold under and by virtue of a Conveyance from Robert Dalton and John Dalton, Esqrs., subject to the Payment for ever of the yearly Rent of 5*s.*, and in which Conveyance is contained a Covenant or Agreement by the then Commissioners and Trustees with the said John Dalton and Robert Dalton, their Heirs and Assigns, that the Commissioners and Trustees mentioned in the said Indenture should and would make use of the said Land for the Purpose only of making a Pier, Quay, or Wharf, Dock or Docks, or other Works, and also for making a proper Road or Roads or Avenue or Avenues thereto, and not for the Purpose of erecting any One or more Dwelling Houses, Warehouses, Barns, Stables, or other Buildings, and also should and would leave and allow sufficient Space and Room for convenient Ways and Roads as well for the Public as for the several Owners for the Time being of the Lands and Tenements lying contiguous and adjoining to the said Land thereby granted, and through which said Land the said navigable Branch is intended to pass: And whereas by an Act of Parliament passed in the 47th Year of the Reign of His said late Majesty, intituled "An Act to explain, "amend, and render more effectual several Acts for improving the Navigation "of the River Loyne, otherwise Lune, and for building a Quay or Wharf near "Lancaster in the County Palatine of Lancaster," the said Commissioners and Trustees are empowered to raise, levy, and collect for every Ship, Vessel, Bark, or Lighter coming into or going out of the Port of Lancaster, and trading to or from any Port or Place in Great Britain situate South of Holyhead and North of the Mull of Galloway, the Sum of 1*s.* 6*d.* for every Ton of the Burden or Tonnage of every such Ship, Vessel, Bark, or Lighter respectively, and for every Ship, Vessel, Bark, or Lighter coming into or going out of the said Port, and trading to or from any Port or Place in Ireland or the Isle of Man, the Sum of 1*s.* for every Ton of the Burden or Tonnage of every such Ship, Vessel, Bark, or Lighter respectively: And whereas it is apprehended that were the said Commissioners to require the Payment of such Tolls after the Communication shall be effected it would discourage the Owners of Vessels from passing through the said Dock into the said

said intended navigable Branch, or passing along the said Canal into and through the said Dock, and would be injurious to the said Port of Lancaster, and it has therefore been agreed between and by the said Parties to these Presents that the said several Rates, Customs, Tonnage, or Duties should be reduced, and for ever hereafter continue reduced, to the Rate or Sum herein-after mentioned, but upon and subject to the Conditions herein-after expressed: Now these Presents witness, that to effectuate the said Agreement on the Part of the said Company of Proprietors, they the said Company of Proprietors do agree with the said Commissioners and Trustees that they the said Company of Proprietors or their Successors will pay to the said Commissioners and Trustees, or to the Collector or Receiver for the Time being of the said Rates, Customs, Tonnage, or Duties, the Sum of 300*l.* of lawful British Money on the 14th February in the Year 1824 if the Execution of the said navigable Branch shall then be commenced, and also the further Sum of 200*l.* of like Money when the said navigable Branch shall be communicated with and opened into the said Dock; and, further, that the said Company of Proprietors and their Successors shall and will pay to the said Commissioners and Trustees and to their Successors for ever hereafter the clear yearly Sum of 200*l.* of like Money, to be paid and payable as herein-after is mentioned, and also shall and will cause the said yearly Sum of 200*l.* to be charged upon and issuing and payable from and out of the Tonnage and Wharfage allowed to be received and taken by the said Company of Proprietors, by virtue of all or any of the Acts of Parliament relating to the said Lancaster Canal Navigation and the several Branches thereof, in case the Tolls, Customs, Rates, or Duties herein-before mentioned shall not amount in the whole to the said yearly Sum of 200*l.* at and after Six Months from the Communication of the said navigable Branch with the said Dock; and in case the same shall amount to any lesser yearly Sum than 200*l.*, then that the said Company of Proprietors and their Successors shall and will by the Ways and Means aforesaid pay or secure to be paid to the said Commissioners and Trustees the Amount or Difference between the said lesser Sum so received and the said Sum of 200*l.*, it being intended that the said Commissioners and Trustees and their Successors shall for ever thereafter receive the clear yearly Sum of 200*l.* in respect of the said Customs, Tolls, Rates, or Duties; and the said Company of Proprietors do further agree that they will legally and effectually charge the said Sum of 200*l.* or the said Difference as aforesaid, and will give and grant to the said Commissioners and Trustees for the Time being Power and Authority to distrain for the said Sum of 200*l.* or the said Difference as aforesaid, upon the said Tonnage and Wharfage now receivable or hereafter to be received by the said Company of Proprietors or their Successors, and to collect and receive the same until the said Sum of 200*l.* or the said Difference as aforesaid, together with the Charges and Expenses incident to such Distress and Collection, shall be received and paid; and for the Considerations aforesaid the said Commissioners and Trustees do agree and covenant with the said Company of Proprietors and their Successors that they the said Commissioners and Trustees or their Successors shall and will, at the Expense of the said Company of Proprietors or their Successors, so far as they the said Commissioners and Trustees can lawfully do or cause to be done, grant, assign, and convey unto the said Company of Proprietors and their Successors all the Right, Title, Estate, and Interest of them the said Commissioners and Trustees of, in, and unto the said Piece of Ground situate on the Southerly Side of the Embankment at the Head of the present Dock, bounded on the Northerly Side by the Road leading from the Dock to a Farm called the "Brows,"

"Brows," and more particularly described by the Plan endorsed on these Presents, subject nevertheless to the Covenants, Conditions, and Restrictions contained in the said Conveyance, and upon which the said Commissioners and Trustees, or their Grantee or Grantees, now hold or occupy the same; and, further, that they the said Commissioners and Trustees and their Successors, Commissioners and Trustees for the Time being as aforesaid, shall and will, whenever the said navigable Branch shall be communicated with the said Dock at Glasson, reduce the said several Rates, Customs, Tonnage, or Duties herein-before mentioned upon all Ships, Vessels, Barks, or Lighters which shall enter the said Dock at Glasson from any of the Parts or Places before mentioned, and shall from the said Dock pass into the said Lancaster Canal, or whose Cargo shall be conveyed along the same, or which shall pass along the said Canal or any Part of it into the said Dock at Glasson, and from thence to any of the Parts or Places as aforesaid, to the Sum of 4*d.* for every Ton of the registered Burden or Tonnage of every such Ship, Vessel, Bark, or Lighter, and will for ever hereafter keep the same so reduced as aforesaid: And whereas the inner Basin and Works intended to be made by the said Company of Proprietors in the Land herein-before mentioned will occupy the Space now used as a Reservoir for filling and cleansing the said Dock, the said Company of Proprietors therefore agree to provide at all Times a sufficient Supply of Water in lieu of the said Reservoir for the Purpose of filling up the Dock, so as to admit of Vessels entering in or going out thereof as herein-after mentioned, and for the Purpose of cleansing the same; and it is mutually agreed between and by the Parties to these Presents that the said Commissioners and Trustees shall appoint a Person to attend the Gates of the said Dock every Tide, and in case the said Person shall be satisfied that an immediate Supply of Water cannot be obtained to raise the Water in the said Dock to the Height of 15 Feet on the Sill, he shall not be required to lower the Water in the Dock or to open the Dock Gates; and, further, that at any Time when the Water in the said Dock is reduced by admitting Vessels in or out late of the Tide, the Agent of the said Company of Proprietors shall immediately draw the Valves or Sluices of the said inner Basin upon the Dock Gates being shut, and shall fill the Dock with Water to the Height of 15 Feet on the Sill; and in case the said Agent shall neglect or refuse so to do, the Person appointed by the said Commissioners and Trustees to attend the Dock Gates shall have full Power and Authority to draw the Sluices of the inner Basin, and immediately supply the requisite Depth of Water: And whereas it will be necessary to remove the present Embankment at the Head of Glasson Dock, and to continue the Dock Wall to join the new Works, it is therefore agreed that the said Company of Proprietors shall remove the said Embankment and build the said Wall at their own Expense, and the Space thereby gained to the present Dock shall be vested in and for ever hereafter be the Property of the said Commissioners and Trustees for the Time being, and it is understood and agreed that such Parts of the Materials in the present Bank as may be required by the said Commissioners and Trustees for their own Works shall be at their entire Disposal, and also if it become necessary to remove the present Dock Gate Man's House the said Company of Proprietors agree to erect a new House, or to rebuild the same previously to the taking down of the said Bank; and it is further agreed that the said inner Basin and all other Works above the said Embankment at the Head of Glasson Dock shall be made and for ever supported by the said Company of Proprietors and their Successors; and, lastly, it is agreed that these Presents shall, if neces-

sary, be ratified and rendered effectual and binding to the said Parties hereto by the Authority of Parliament. In witness whereof the said Company of Proprietors of the Lancaster Canal Navigation have hereto caused their Common Seal to be affixed, and the other Parties have hereunto subscribed their Names and set their Seals the Day and Year first before written.

The Common Seal of the Company of Proprietors of the Lancaster Canal Navigation affixed by Order of the Committee by

SAML. GREGSON,
Clerk to the said Company. (Seal.)

JAMES BARTON NOTTAGE.	(L.S.)	THOS. INMAN.	(L.S.)
GEORGE BURROW.	(L.S.)	WM. CARLISLE.	(L.S.)
JOHN BROCKBANK.	(L.S.)	ROBERT BIRKETT.	(L.S.)

Signed, sealed, and delivered by the within-named James Barton Nottage, George Burrow, John Brockbank, Thomas Inman, William Carlisle and Robert Birkett in the Presence of

HENRY GREGSON, Lancaster.

ARTICLES of AGREEMENT made the 19th Day of August in the Year of our Lord 1825 between the Company of Proprietors of the LANCASTER CANAL NAVIGATION of the one Part, and LEONARD REDMAYNE, Esquire, Mayor of the Town of Lancaster, GEORGE BURROW, JAMES BARTON NOTTAGE, JOHN WALKER, and ARTHUR ARMISTEAD, Commissioners and Trustees for improving the Navigation of the River Loyne, otherwise Lune, of the other Part.

Whereas by Articles of Agreement bearing date the 3d Day of February in the Year of our Lord 1823, and made between the said Company of Proprietors of the one Part, and James Barton Nottage, Esquire, then Mayor of the Town of Lancaster, George Burrow, John Brockbank, Thomas Inman, William Carlisle, and Robert Birkett, Commissioners and Trustees for improving the Navigation of the River Loyne, otherwise Lune, of the other Part, reciting that the said Company of Proprietors intended to make and execute a navigable Branch of the said Canal to communicate with the Dock at Glasson in the Township of Thurnham in the County of Lancaster, pursuant to the Powers given to them for that Purpose by an Act passed in the 33d Year of the Reign of His late Majesty King George the Third, and reciting that the said Commissioners and Trustees were possessed or had the beneficial Enjoyment of a Quantity of Land lying at the Southerly End of and adjoining the said Dock, which they or their Grantees held under and by virtue of a Conveyance from Robert Dalton and John Dalton, Esquires, subject to the Payment for ever of the yearly Rent of 5*s.*, and to such Covenant or Agreement for the future Occupation of the said Land as is contained in the said Conveyance, it is by the said Articles of Agreement witnessed that the said Commissioners and Trustees did agree and covenant with the said Company of Proprietors and their Successors that they the said Commissioners and Trustees, or their Successors, should and would, at the Expense of the said Company of Proprietors or their Successors, so far as they the said Commissioners and Trustees could lawfully do or cause

cause to be done, grant, assign, and convey unto the said Company of Proprietors and their Successors all the Right, Title, Estate, and Interest of them the said Commissioners and Trustees of, in, and unto the said Piece of Ground situate on the Southerly Side of the Embankment at the Head of the present Dock, bounded on the Northerly Side by the Road leading from the Dock to a Farm called the "Brows," and more particularly described by the Plan endorsed and now appearing on the reciting Agreement, subject nevertheless to the Covenants, Conditions, and Restrictions contained in the said Conveyance, and upon which the said Commissioners and Trustees, or their Grantee or Grantees, then held or occupied the same, and reciting that it would be necessary to remove the Embankment at the Head of Glasson Dock, and to continue the Dock Wall to join the new Works, it was therefore agreed that the said Company of Proprietors should remove the said Embankment and build the said Wall at their own Expense, and the Space thereby gained to the then present Dock should be vested in and for ever thereafter be the Property of the said Commissioners and Trustees for the Time being; and it was further agreed that the said inner Basin and all other Works above the said Embankment at the Head of Glasson Dock should be made and for ever supported by the said Company of Proprietors and their Successors: And whereas in the Construction of the said inner Basin and Works the said Company of Proprietors have found it necessary to take and build upon Part of the said Embankment which was reserved by and for the Use of the said Commissioners and Trustees by the said Articles of Agreement, and was thereby intended to be added to and to form Part of the said Dock: And whereas the said Commissioners and Trustees have agreed to confirm unto the said Company of Proprietors and their Successors so much and such Part of the said Embankment as hath been taken and built upon as aforesaid upon and for the Considerations and on the Terms herein-after mentioned: Now these Presents witness that the said Company of Proprietors of the Lancaster Canal Navigation do covenant and agree with and to the said Commissioners and Trustees, and their Successors, that they the said Company of Proprietors shall and will forthwith pay or cause to be paid unto the said Commissioners and Trustees, or to their Clerk, Agent, or Receiver, the Sum of 380*l.* 6*s.* of lawful English Money; and for the Consideration aforesaid the said Commissioners and Trustees do agree and covenant with the said Company of Proprietors and their Successors that they the said Commissioners and Trustees, or their Successors, shall and will, at the Expense of the said Company of Proprietors or their Successors, so far as they the said Commissioners and Trustees can lawfully do or cause to be done by a good and proper Conveyance and Assurance in the Law, grant, assign, and convey unto the said Company of Proprietors and their Successors so much and such Part of the said Embankment lying at the South-easterly End or Head of the said Dock at Glasson upon which the said Company of Proprietors have erected the Wing Walls and Works appertaining to the Lock of the said Canal, and which said Part of the said Embankment intended to be granted, assigned, and conveyed as aforesaid is more particularly described and delineated upon the Plan endorsed upon this Agreement, and coloured Red; and the said Company of Proprietors, for themselves and their Successors, do further covenant and agree with the said Commissioners and Trustees, and their Successors, that in case any Injury or Damage shall be done to the Walls or Works at Glasson Dock by making the Junction of the Walls of the new Works with the East Wall of the said Dock, that then the said Company of Proprietors or their Successors shall and will forthwith reinstate

reinstate or rebuild the same in a good, firm, and substantial Manner, and also that they the said Company of Proprietors shall and will face and lay with Rubble Stones of the Thickness of Nine Inches the Westerly Side of the said Dock for the Width of Nine Feet, and, further, that the said Dock and Dock Gut shall be well and effectually cleansed by the said Company of Proprietors before they make their intended Communication with the said Dock; and it is hereby mutually agreed that the said Commissioners and Trustees shall have and take to their Use such hewn Stones as may be found in the Culverts in the present Embankment and Works at the South-easterly End of the said Dock at Glasson as they the said Commissioners and Trustees may require and deem necessary for their Works, and that the remaining Materials of the said Embankment shall be at the entire Disposal and for the Use of the said Company of Proprietors. In witness whereof the said Company of Proprietors of the Lancaster Canal Navigation have hereto caused their Common Seal to be affixed, and the other Parties to these Presents have hereunto subscribed their Names and set their Seals the Day and Year first before written.

The Common Seal of the Company of Proprietors of the Lancaster Canal Navigation affixed by Order of the Committee by

SAML. GREGSON,
Clerk to the said Company.

Common Seal of the Company of Proprietors of the Lancaster Canal Navigation.

LEOD REDMAYNE.	(L.S.)	JOHN WALKER.	(L.S.)
GEO. BURROW.	(L.S.)	AR. ARMITSTEAD.	(L.S.)
JAMES B. NOTTAGE.	(L.S.)		

Signed, sealed, and delivered by the within-named Leonard Redmayne, George Burrow, James Barton Nottage, John Walker, and Arthur Armitstead in the Presence of

THOMAS LAMB,
Clerk to Messrs. Wilson, Higgin, and Wilson,
Solicitors, Lancaster.

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