ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

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Cap. clxvi.

An Act for making a Railway from *Liverpool* to *Wigan*, *Bolton*, and *Bury*, with several Branches therefrom. [31st *July* 1845.]

WHEREAS the making of a Railway from *Liverpool* to the *Bolton and Preston* Railway near *Bolton*, with a Branch Railway to *Blague Gate* Collieries in *Lathom*, all in the County of *Lancaster*, and of another Railway from the *Manchester and Bolton* Railway near *Bolton* aforesaid to *Bury*, with a Branch Railway to *Great Lever* Colliery in *Great Lever*, all in the same County, would be of great public Advantage, by opening an additional, certain, and expeditious Means of Communication between the said Places, and also by facilitating Communication between more distant Towns and Places: And whereas the Persons hereafter named, together with other Persons, are willing, at their own Expence, to carry such Undertaking into execution, but the same 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, That the several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Con-

The Acts 8 & 9 Vict. cc. 16. 18. and 20.

incorporated with this Act.

Consolidation Act, 1845," and "The Railway Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

Short Title.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments and in other Proceedings, it shall be sufficient to use the Expression "The *Liverpool and Bury* Railway Act, 1845."

Subscribers incorporated.

III. And be it enacted, That Sir *Thomas Brancker* Knight, *James Rothwell Barnes*, *James Brancker*, *John Crosthwaite*, *William Dunlop*, *William Peace*, *Henry Shaw*, *William Stuart*, *Robert Stuart*, *Thomas Tebay*, *John Woodcock*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making the said Railways and Branches, according to the Provisions of the said recited Acts and of this Act, and for other the Purposes herein and in the said recited Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Liverpool and Bury* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the recited Acts contained.

Capital.

IV. And whereas the estimated Expence of making the said Railways and Branches is Nine hundred and twelve thousand Pounds; be it enacted, That the Capital of the Company shall be Nine hundred and twelve thousand Pounds.

Number and Amount of Shares.

V. And be it enacted, That the Number of Shares into which the Capital shall be divided shall be Eighteen thousand two hundred and forty, and the Amount of each Share shall be Fifty Pounds.

Calls.

VI. And be it enacted, That Five Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls.

Power to borrow Money.

VII. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond any Sums not exceeding in the whole the Sum of Three hundred and four thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Nine hundred and twelve thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

Arrears to be enforced by Appointment of a Receiver.

VIII. And be it enacted, That it shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Interest, or the Arrears of Principal and Interest, due on any such Mortgages, by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the

Principal

Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application shall be made shall not be less than Ten thousand Pounds in the whole.

First Ordinary Meeting.

IX. And be it enacted, That the First Ordinary Meeting of the Company shall be held within Three Months after the passing of this Act.

Number and Qualification of Directors.

X. And be it enacted, That the Number of Directors shall be Twelve; and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

Power to vary the Number of Directors.

XI. And be it enacted, That it shall be lawful for the Company to increase or reduce the Number of Directors, provided that the increased Number do not exceed Fifteen, and that the reduced Number be not less than Nine.

First Directors.

XII. And be it enacted, That *James Brancker*, *James Rothwell Barnes*, *Richard Barrow*, *John Crosthwaite*, *Charles James Darbishire*, *Charles Pascoe Grenfell*, *William Peace*, *Henry Shaw*, *Robert Stuart*, *William Stuart*, *Thomas Tebay*, and *John Woodcock* shall be the First Directors of the Company.

Election of Directors.

XIII. And be it enacted, That the Directors appointed by this Act shall continue in Office until the first Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the first Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by Proxy, shall elect Persons to supply the Place of the Directors then retiring from Office agreeably to the Provisions in the said Companies Clauses Consolidation Act, 1845, contained; and the several Persons elected at any such Meeting, being neither removed or disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said Companies Consolidation Act, 1845.

Power to make Railways according to deposited Plans.

XIV. And whereas Plans and Sections of the Railways and Branch Railways, showing the Lines and Levels thereof, and also Books of Reference, containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners and Lessees and Occupiers of the Lands through which the same are intended to pass, have been deposited with the Clerk of the Peace of the County of *Lancaster*; be it enacted, That, subject to the Provisions in this and the said recited Acts contained, it shall be lawful for the Company to make and maintain the said Railways, Branch Railways, and Works in the Lines and upon the Lands delineated upon the said Plans and described in the said Books of Reference, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

XV. And

Line of the Railways.

XV. And be it enacted, That One of the said Railways shall commence at or near the Borough Gaol in the Parish of *Liverpool* in the County of *Lancaster*, and shall pass through the following Places; (that is to say,) *Liverpool*, *Kirkdale*, *Walton-on-the-Hill*, *Bootle-cum-Linacre*, *Fazakerly*, *Sefton*, *Aintree*, *Halsall*, *Malling*, *Kirkby*, *Simonswood*, *Bickerstaffe*, *Ormskirk*, *Prescott*, *Rainford*, *Upholland*, *Orrell*, *Winstanley*, *Pemberton*, *Wigan*, *Ince-in-Mackerfield*, *Hindley*, *Aspull*, *Westhoughton*, *Lostock*, *Bolton-le-Moors*, *Rumworth*, *Heaton*, and *Dean*, all in the County of *Lancaster*, and shall terminate by a Junction with the *Bolton and Preston* Railway at a Point in the Township of *Heaton* in the Parish of *Dean* in the same County about Three Quarters of a Mile to the West of *Lady Bridge*; and the said Branch Railway therefrom shall commence near to *Pimbow Lane* in the Township of *Upholland* and Parish of *Wigan*, and shall pass through the following Places; (that is to say,) *Wigan*, *Upholland*, *Skelmersdale*, *Lathom*, and *Ormskirk*, in the County of *Lancaster*, and shall terminate at or near *Blague Gate* Collieries in the Township of *Lathom* in the Parish of *Ormskirk* in the said County of *Lancaster*; and the other of the said Railways shall commence by a Junction with the *Bolton and Manchester* Railway near *Rose Hill Bridge* in the Township of *Great Bolton* in the Parish of *Bolton-le-Moors* in the said County of *Lancaster*, and shall pass through the following Places; (that is to say,) *Bolton-le-Moors*, *Great Bolton*, *Great Lever*, *Middleton*, *Haulgh*, *Tonge with Haulgh*, *Darcy Lever*, *Breightmet*, *Little Lever*, *Ainsworth*, *Radcliffe*, *Elton*, and *Bury*, all in the County of *Lancaster*, and shall terminate by a Junction with the *Manchester*, *Bury*, *and Rossendale* Railway in the Township and Parish of *Bury* in the said County of *Lancaster*; and the said Branch Railway therefrom shall commence at or near *Burnden* Colliery in the Parish of *Bolton-le-Moors* aforesaid, and shall be made within or shall pass through the following Places; (that is to say,) *Bolton-le-Moors*, *Great Bolton*, *Haulgh*, *Tonge with Haulgh*, *Great Lever*, and *Middleton*, in the County of *Lancaster*, and shall terminate at or near *Great Lever* Colliery in the Parish of *Middleton* in the County of *Lancaster*.

Limiting the Construction of the Railway.

XVI. And whereas Two Lines of Junction with the *Bolton and Preston* Railway, and an Extension of the Railway from *Bury* to *Heywood*, are laid down on the Plans herein-before referred to; be it enacted, That the Line of Junction herein-before described, being the Line designated or shown on the said Plans as the Alternative Line, shall be the Line adopted for the Purposes of the Railway, and that nothing herein contained shall authorize the Company to construct the other of the said Two Lines of Junction, or the Extension of the said Railway from *Bury* to *Heywood* aforesaid, or shall authorize the Company to carry the said Extension Line across the *Manchester*, *Bury*, *and Rossendale* Railway on a Level, excepting at the *Bury* Station, unless with the Consent of the *Manchester*, *Bury*, *and Rossendale* Railway Company.

As to Construction of Line from Burnden

XVII. And whereas the said Branch from *Burnden* Colliery to *Great Lever* Colliery is intended to afford a Supply of Coal to several Places on the Line of the said Railway from certain Mines and Pits belonging

belonging to the Earl of *Bradford;* be it enacted, That the said Company shall make the said Branch as Part of and simultaneously with the Construction of the other Works of the said Railway, unless the said Earl of *Bradford*, his Heirs or Assigns, shall give Notice in Writing to the said Company that such Branch is not required for the Purposes for which it is intended. Colliery to Great Lever Colliery.

XVIII. Provided always, and be it enacted, That it shall be lawful for the Company to construct the Railways and Branch Railways respectively across and on the Level of the following public Carriage Roads, numbered respectively on the Plans deposited as herein-before mentioned; that is to say, Certain Roads may be crossed on a Level

In the Township of *Ince-in-Mackerfield* in the Parish of *Wigan*, the Roads numbered 17 and 32:

In the Township of *Westhoughton* in the Parish of *Dean*, the Road numbered 14:

In the Township of *Skelmersdale* in the Parish of *Ormskirk*, the Road numbered 9:

In the Township of *Ainsworth* in the Parish of *Middleton*, the Road numbered 16.

XIX. And whereas it is intended to carry the said Railway by a Bridge over the Road leading from the Wooden Bridge over the *Bolton* and *Bury* Canal in the *Raikes* Works to *Hag End;* be it enacted, That the Bridge for carrying the said Railway over such Road shall be of such Construction as is directed by the Railway Clauses Consolidation Act, 1845, for Bridges over public Carriage Roads, and that it shall be lawful for the said Company to lower the said Road to such an Extent as may be necessary: Provided always, that the Descent made in the said Road in order to carry the said Railway over the same shall not have a greater Inclination on the North Side thereof than One Foot in Thirty, and that the Road on the South Side thereof shall not have a greater Inclination than One Foot in Thirty, provided the Owners or Lessees of certain Buildings contiguous to the said Road at *Howell Brow* shall assent to the Road on the South Side of the said Railway being so altered, and that such Road when so altered shall be of the Width of Twenty-five Feet, and shall be well and sufficiently made and reinstated, with proper and sufficient Fences and Drains, by and at the Expence of the said Company, and to the Satisfaction of the Surveyor for the Time being of the said Earl of *Bradford*, his Heirs or Assigns, and provided also, that the Land required for increasing the Width of the said Road to the Extent aforesaid, and for improving the Approaches thereof, shall be provided by and at the Expence of the said Earl. As to Road from Hag End, and Bridge over the same.

XX. And whereas the said Railway will pass on an Embankment through Land belonging to the said Earl of *Bradford* between the said Road leading from the Wooden Bridge to *Hag End* and *Strawberry Hill;* be it therefore enacted, That the said Company shall, if required by the said Earl of *Bradford*, his Heirs or Assigns, within Fourteen Days after the Commencement of the Works on the Lands of the said Earl, in such Spot as shall be selected by the Surveyor for the Time being of the said Earl of *Bradford*, his Heirs or Assigns, make a Bridge As to Road in Lands of Earl of Bradford, and the Bridge over the same.

a Bridge for carrying the said Railway over the Road next hereinafter mentioned, of such Construction as is directed by "The Railway Clauses Consolidation Act, 1845," for Bridges over public Carriage Roads, and also form Approaches of the Width of Thirty Feet to the said Bridge from such a Distance on each Side of the said Railway as at an Inclination of not more than One Foot in Thirty will bring the said Road to the Surface, and that such Part of the Road as is under the Railway shall be covered with Road Metal and completed by the said Company.

Lands for extraordinary Purposes.

XXI. And be it enacted, That the Quantity of Land to be taken by the Company for extraordinary Purposes shall not exceed Fifty Acres.

Period within which Lands are to be purchased.

XXII. And be it enacted, 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 Three Years from the passing of this Act.

Period for Completion of Works.

XXIII. And be it enacted, That the Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the recited Acts granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Tolls.

XXIV. And be it enacted, That it shall be lawful for the Company to demand any Tolls for the Use of the Railway, not exceeding the following; (that is to say,)

Tonnage on Articles of Merchandize.

1. In respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof, whether propelled by Engines belonging to the Company or otherwise, as follows:

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, all Coal, Cannel, Culm, Slack, Coke, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Flags, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, *per* Ton *per* Mile not exceeding One Penny, and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For all Cotton and other Wools, Sugar, Grain, Corn, Flour, Hides, Drugs, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals, Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile not exceeding Two-pence Halfpenny, and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

For all manufactured Goods, and all other Wares, Merchandize, Fish, Articles, Matters, or Things, *per* Ton *per* Mile not exceeding Three-pence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

And

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile not exceeding Sixpence:

And a Sum of Two-pence *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Tolls for Passengers and Cattle.

2. In respect of Passengers and Animals conveyed upon the Railway in Carriages, whether propelled by Engines belonging to the Company or otherwise, as follows:

For every Person conveyed in or upon any such Carriage, being a First Class Carriage, *per* Mile not exceeding Two-pence:

For every Person conveyed in or upon any such Carriage, being a Second Class Carriage, *per* Mile not exceeding One Penny Halfpenny: Provided always, that the Second Class Carriages belonging to the Company shall be closed, and shall have Glass Windows; and provided also, that for any Distance less than Three Miles in the Case of First Class Passengers, and for any Distance less than Four Miles in the Case of Second Class Passengers, and for a Fraction of Sixpence in any Sum beyond Sixpence, or a Multiple thereof, payable by any Person conveyed in or upon any such First or Second Class Carriage, the Company shall be entitled to demand Sixpence:

For every Person conveyed in or upon any such Carriage, being a Third Class Carriage, *per* Mile not exceeding One Penny: Provided always, that for any Distance less than Three Miles the Company shall be entitled to demand Three-pence; provided also, that the Third Class Carriages of the Company shall be covered, and have Seats for the Passengers, and that the Company shall run not less than Five mixed Trains at the ordinary Speed with Third Class Carriages attached, upon the Railway, each Way, every Day except *Sunday*, *Good Friday*, and *Christmas Day*, and not less than Two such Trains each Way on those Days:

For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any such Carriage, *per* Mile not exceeding Three-pence:

For Oxen, Bulls, Cows, or Neat Cattle, Calves, Pigs, Sheep, or Lambs, whether alive or dead, carried in or upon any such Carriage, *per* Ton *per* Mile not exceeding Four-pence Halfpenny; and conveyed in or upon any Carriage belonging to the Company, an additional Charge not exceeding One Halfpenny *per* Ton *per* Mile.

Maximum Rate of Charge for Merchandize;

XXV. Provided always, and be it enacted, That the maximum Rates of Charge to be made by the Company in respect of all Articles conveyed upon the Railway or any Part thereof, including the Tolls for the Use of the Railway, and of Waggons or Trucks and locomotive Power, and every Expence incidental to such Conveyance, (except the loading, unloading, and covering of Goods, where such

such Service is performed by the Company,) shall not exceed the following Sums:

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, all Coals, Cannel, Culm, Slack, Coke, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Flags, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, *per* Ton *per* Mile not exceeding One Penny Halfpenny:

For all Cotton and other Wools, Sugar, Grain, Corn, Flour, Hides, Drugs, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals, Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile not exceeding Three-pence:

For all manufactured Goods, and all other Wares and Merchandize, Fish, Articles, Matters, or Things, *per* Ton *per* Mile not exceeding Three-pence Halfpenny:

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile not exceeding Sixpence Halfpenny, and a Sum of Two-pence *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh:

and for Passengers and Cattle.

And with respect to the Conveyance of Passengers and Animals conveyed upon the Railway, including the Tolls for the Use of the Railway, and for Carriages and for locomotive Power, and for every other Expence incidental to such Conveyance, shall not exceed the following Sums:

For every Person conveyed in or upon any Carriage, being a First Class Carriage, *per* Mile not exceeding Two-pence:

For every Person conveyed in or upon any Carriage, being a Second Class Carriage, *per* Mile not exceeding One Penny Halfpenny: Provided always, that for any Distance less than Three Miles in the Case of First Class Passengers, and for any Distance less than Four Miles in the Case of Second Class Passengers, and for a Fraction of Sixpence in any Sum beyond Sixpence, or a Multiple thereof, payable by any Person carried in or upon any such First or Second Class Carriage, the Company shall be entitled to demand Sixpence:

For every Person conveyed in or upon any such Carriage, being a Third Class Carriage, *per* Mile not exceeding One Penny; provided that for any Distance less than Three Miles the Company shall be entitled to demand Three-pence:

For every Horse, Mule, or Ass, or other Beast of Draught or Burden, conveyed in or upon any Carriage, *per* Mile not exceeding Three-pence:

For Oxen, Bulls, Cows, or Neat Cattle, Calves, Pigs, Sheep, or Lambs, whether alive or dead, conveyed in or upon any Carriage, *per* Ton *per* Mile not exceeding Five-pence.

Proviso for special Trains.

XXVI. Provided always, and be it enacted, That, notwithstanding any thing herein contained, it shall be lawful for the Company to

charge any reasonable Sum for the Use of Engines and Carriages for extra or special Trains.

XXVII. And be it enacted, That the following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,) Regulations as to Tolls.

For Articles or Persons conveyed on the Railway for a less Distance than Six Miles, the Company may demand, in addition to the prescribed Tolls for Conveyance, a reasonable Charge for the Expence of stopping, loading, and unloading:

For a Fraction of Mile beyond Six Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Merchandize for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in repect of Passengers every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

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

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

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

XXVIII. And with respect to small Packages and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of Tolls herein-before prescribed, the Company may lawfully demand the Tolls following; (that is to say,) Tolls for small Parcels and great Weights.

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

For any Parcel not exceeding Fourteen Pounds in Weight, for any Distance not exceeding One Shilling:

For any Parcel not exceeding Twenty-eight Pounds in Weight, for any Distance not exceeding Two Shillings:

For any Parcel not exceeding Fifty-six Pounds in Weight, for any Distance not exceeding Two Shillings and Sixpence:

Provided always, that the said Tolls shall include the Charge for the Delivery of such Parcels within One Mile from any Station on the Railway, but not beyond a Turnpike:

And for Parcels exceeding Fifty-six Pounds Weight each, the Company may demand any Sum which they think fit: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages.

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand

demand such Sum as they think fit, not exceeding Four-pence *per* Ton *per* Mile:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Company to provide locomotive Power.

XXIX. And be it enacted, That the Company shall and they are hereby required, from Time to Time and at all Times, to find and provide sufficient locomotive Power when and as the same shall be required, and as soon as an adequate and sufficient Load shall be in readiness to convey all Merchandize, Articles, empty Waggons, Matters, and Things upon and along the Railway and Branches.

Passengers Luggage.

XXX. And be it enacted, That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and fifty Pounds in Weight for First Class Passengers, One hundred Pounds in Weight for Second Class Passengers, and Sixty Pounds in Weight for Third Class Passengers, without any Charge being made for the Carriage thereof.

For regulating the building of Bridges over a certain Piece of Land in Liverpool.

XXXI. And whereas it is proposed and intended that the said Railway shall be carried in a Direction North and South over and across a certain Piece of Land in *Liverpool* aforesaid lying between the *Leeds* and *Liverpool* Canal and *Great Howard Street*, numbered 1 and 1*a*. in that One of the Plans of the said Railway whereon the said Land is delineated, and the said Railway Company are desirous of taking and occupying the said Piece of Land, or the Area or Site thereof, for the Use of the said Railway: And whereas it is also proposed to make a Branch Railway from the *Liverpool and Manchester* Railway in the Township of *West Derby* and *Wavertree*, or One of them, to *Waterloo Road* in *Liverpool* aforesaid, and a Bill is now before Parliament to authorize the making of such Branch Railway, the Plans and Sections whereof have been duly deposited: And whereas the Line of the said Branch Railway as shown on the said last-mentioned Plans and Sections runs East and West through the same Piece of Land herein-before mentioned, and the said *Liverpool and Manchester* Railway Company also desire to take, use, and occupy for the said Branch Railway a Strip or Portion of the said Piece of Land, that is to say, to the Width of Sixteen Yards and a Half on each Side of the Centre Line of the said Branch Railway: And whereas the said first-mentioned Railway, according to the Plans and Sections thereof, will cross the said Piece of Land at a much higher Level than the said Branch Railway, and it is expedient that the Objects of both the said Companies should, so far as practicable, be carried out, without Prejudice to either, and that the Space to be taken, used, and occupied for the said Branch Line should be left as open as possible: And whereas the said Two Companies have agreed to certain Terms herein-after contained for and in respect of the taking, using, and occupying of the said Piece of Land for the Purposes of the said Railways respectively; be it therefore enacted, That the said *Liverpool and Bury* Railway Company may and they

are hereby empowered to build over and cover, for the Use of their said Railway, so much of the Area of the aforesaid Strip of the said Piece of Land as extends in Length Seventy Yards, measured Eastward from the Eastern Boundary of *Great Howard Street* aforesaid, which said Covering or covered Way shall be supported by Piers or Columns of such Form and Dimensions and so placed as shall be specified and required or agreed and assented to by the Engineer for the Time being of the said *Liverpool and Manchester* Railway Company, but so that the Spaces or Spans between the said Piers or Columns shall not be greater than will allow the Employment of Girders of such Depth as will afford the requisite Support to a Platform or Ground Level the upper Surface whereof shall at no Part thereof exceed One Foot above the present Level of *Great Howard Street* at the Point where the said *Liverpool and Manchester* Railway is intended to cross the said Street, but so that the perpendicular Height from the Levels of the Rails of the said proposed Branch Railway to the under Surface of the said Covering or covered Way, at every Part thereof within the Limits of the said Strip so proposed to be taken, used, and occupied by the said *Liverpool and Manchester* Railway Company for the said Branch Railway as aforesaid, shall not be less, nor, unless with the Consent of the said *Liverpool and Bury* Railway Company, certified in Writing by their Engineer for the Time being, more, than Eighteen Feet clear.

Railway Company not to take the said Piece of Land without Consent of Liverpool and Manchester Railway Company.

XXXII. And be it enacted, That, except as herein-before specified and provided, it shall not be lawful for the said *Liverpool and Bury* Railway Company to take, use, contract for, or in any Manner interfere with any Portion of the said Piece of Land which forms Part of and is comprised within the said Strip so as aforesaid reserved to the said *Liverpool and Manchester* Railway Company, nor any other Land lying to the Westward of *Great Howard Street*, and described or delineated in or upon the said Plans of the said last-mentioned Company, without the Consent of the said last-mentioned Company first obtained.

No Bridge to be erected over the said Piece of Land without like Consent.

XXXIII. And be it enacted, That, save as is herein-before expressly specified and provided, no Bridge, Viaduct, Road, Covering, covered Way, or Structure of any Kind whatever shall be made or erected, either by the said *Liverpool and Bury* Railway Company, or by any other Person, over, upon, or across the said Strip of Land or the Area thereof, against the Will or without the Consent of the said *Liverpool and Manchester* Railway Company, but the same shall be left and at all Times remain wholly open and uncovered, unless otherwise desired or agreed to by or on behalf of the said last-mentioned Company.

As to the Expence and building the said Bridge.

XXXIV. And be it enacted, That so much of the Cost and Expence of constructing the said Covering or covered Way as shall consist in the building or erecting of the Piers, Columns, Side Walls, or other Supports of the same, up to the said Height of Eighteen Feet, shall be repaid and reimbursed to the said *Liverpool and Bury* Railway Company by the said *Liverpool and Manchester* Railway Company, and shall be recoverable by Action of Debt, and that the Cost

Cost and Expence of all the remaining Part of the said Work shall be borne and defrayed by the said *Liverpool and Bury* Railway Company; provided that if the said *Liverpool and Manchester* Railway Company shall prefer or desire themselves to execute that Part of the said Work whereof the Expence is as above provided to fall upon them, and shall within Three Calendar Months from the passing of this Act give Notice of such their Desire to the said *Liverpool and Bury* Railway Company, they shall be at liberty so to do, and that Part of the said Work shall be performed and executed by them accordingly: Provided also, that if the said *Liverpool and Manchester* Railway Company shall not commence the said Work within Three Calendar Months from and after such Notice, or shall not proceed in the Execution thereof with reasonable Despatch, it shall be lawful for the said *Liverpool and Bury* Railway Company to give Notice that if the said Work be not commenced or prosecuted with Despatch, as the Case may be, within Twenty-one Days from the Service of such Notice, they the said *Liverpool and Bury* Railway Company will forthwith take up the Execution of the said Work; and if Default shall still be made after the Service of such Notice it shall be lawful for the said *Liverpool and Bury* Railway Company forthwith to commence or continue the said Work, as the Case may be, and to complete the same, and thereupon to demand and recover from the said *Liverpool and Manchester* Railway Company Repayment and Reimbursement, recoverable in the Manner herein-before provided.

The whole of the said Piece of Land may be purchased by Liverpool and Manchester Railway Company, relinquishing to Liverpool and Bury Company a Portion thereof.

XXXV. And be it enacted, That the necessary Measures for purchasing or acquiring the whole of the said Piece of Land may, if they so desire and prefer, be taken and carried into effect solely by the said *Liverpool and Manchester* Railway Company under the Powers and Provisions of the said intended Act for authorizing the making of the said Branch Railway, but that in such Case the said last-mentioned Railway Company shall, at the Request of the said *Liverpool and Bury* Railway Company, cede, relinquish, and convey to them all the Residue of the said Piece of Land, and all the Right, Title, and Interest of the said Company to and in the same, except the said Portion or Strip thereof herein-before mentioned and described; (that is to say,) a Strip running through the whole Length thereof from the Eastern Boundary of *Great Howard Street* to the *Leeds* and *Liverpool* Canal aforesaid, and being in Width Sixteen and a Half Yards on each Side from the Centre Line of the said Branch Railway in its Course through the said Piece of Land, which said Strip is to be retained by and to be and remain the absolute Property of the said *Liverpool and Manchester* Railway Company, subject to the Rights and Privileges of the *Liverpool and Bury* Railway Company herein-before provided; provided that in case the said *Liverpool and Manchester* Railway Company shall not at the Expiration of Three Calendar Months from the passing of this Act have purchased or acquired the whole of the said Piece of Land, or shall at any Time before then give Notice to the said *Liverpool and Bury* Railway Company that they do not intend to purchase or acquire the same or some Part thereof, it shall thereupon be lawful for the said *Liverpool and Bury* Railway Company to purchase and acquire the same

or

or the said Part thereof, and for that Purpose to use and exercise all the Powers and Privileges by this or any other Act conferred upon them for or in respect of the Purchase of any Land or other Property for the Use of the said Railway: Provided also, that if the said *Liverpool and Bury* Railway Company shall so purchase or acquire the said Piece of Land, they shall, at the Request of the said *Liverpool and Manchester* Railway Company, cede, relinquish, and convey to the said last-mentioned Company all Right and Title to and, save as herein-before is provided as to the said Covering or covered Way, all Interest in the said Strip of Land and every Part thereof.

As to the Proportion of Expence (of acquiring the said Piece of Land) to be borne by each Company.

XXXVI. And be it enacted, That the Proportion of the Costs and Expences of and attending such Purchase or Acquisition, and of and attending any such Cession or Conveyance, as to so much of the said Piece of Land or the Area thereof as shall be occupied by both Parties in the Manner herein-before mentioned and provided, shall be borne and paid by the said Two Companies in equal Moieties, and as to the Residue thereof shall be borne and paid by them respectively in the Proportion of the Number of Square Yards of the said Piece of Land or the Area thereof which shall be ultimately retained by them respectively as their exclusive Property or for their exclusive Use.

As to Recovery of Proportion of Expences by one Company from the other.

XXXVII. And be it enacted, That the Proportion of the said Costs and Expences so ascertained, or any Parts thereof, remaining unpaid by either of the said Companies, shall be and constitute a Debt to the Company which shall have paid or incurred the whole of such Costs and Expences, or which, on the taking of the Account on the Principle aforesaid, shall be found to have paid more than the Proportion chargeable to such Company, and shall be recoverable by such last-mentioned Company from the other Company by Action of Debt.

For Protection of Warehouses, &c. within the Borough of Liverpool against Fire.

XXXVIII. And whereas the said Railway is intended to pass through or near to valuable Warehouse and other Property within the Borough of *Liverpool*, and it is necessary that Means should be adopted for securing such Property from Danger of Fire caused by the passing of locomotive Engines along the said Railway; be it therefore enacted, That before the said Railway shall be opened for the Purposes of public Traffic the said Company shall at their own Expence construct and for ever after maintain a good and sufficient Brick or Stone Wall of Four Feet high at the least along each Side of so much of the said Railway as shall be included within the Limits of the said Borough of *Liverpool*.

For guarding against Danger arising from Sparks from Engines of the Company.

XXXIX. And for the further Protection of Persons and Property residing and being on the Line of the said Railway within the Borough of *Liverpool*, be it enacted, That every Engine which shall at any Time hereafter be brought upon or used on the said Railway within the Limits of the Borough of *Liverpool* shall have the Funnel or Chimney thereof secured, so as to guard against Danger arising from the issuing of Sparks therefrom, in such Manner as the Mayor, the Recorder, and the Chairman of the Dock Committee for the

Time being, or any Two of them, shall by Writing under their Hands from Time to Time direct; and no such Engine shall at any Time be brought upon or used upon the said Railway within the said Borough unless the Funnel or Chimney of the same shall have been first secured in manner aforesaid.

Not to interfere with St. Matthias Church, Liverpool, until new Site provided, and a new Church built.

XL. Provided always, and be it enacted, That nothing in this Act contained shall enable the said Company to take down, disturb, or interfere with the Church known as *Saint Matthias* Church in the Parish of *Liverpool*, or the proper Performance of Divine Service therein, or with the Schools attached thereto, uninterrupted by Noise or Molestation on account of the Works of the said Company, until a Site situated within the present Municipal Wards called *Scotland* Ward and *Vauxhall* Ward, within the said Parish, or One of them, shall have been provided for a new Church and Schools, at the Expence of the said Company, and such Site properly inclosed with Iron Railings or other proper Inclosure, at the like Expence, and the Fee Simple thereof conveyed under the Church Building Acts to Her Majesty's Commissioners for building new Churches, free of Expence, nor until a new Church equally commodious, and capable of accommodating not less than One thousand and fifty Persons, and new Schools, with Accommodation equal to the present Schools, shall have been built on such Site by the said Company or at their Expence, nor until such new Church shall be fitted up by them, or at their Expence, with Furniture, Gas Fittings, Stoves, Organ, and all other Things necessary for the proper Performance of Divine Service therein.

Site for such new Church, and Plans, &c. for the same, to be approved by Rectors of the Parish, the Bishop of the Diocese, and Church Commissioners.

XLI. Provided always, and be it enacted, That before such new Church and Schools shall be begun, the Site thereof, and also the Plans, Estimates, and Specifications of such new Church and Schools, shall be approved of under the Hands of the Rectors of the said Parish and the Minister for the Time being of *Saint Matthias* Church, and under the Hand and Seal of the Lord Bishop of the Diocese, and under the usual Seal of Her Majesty's Commissioners for building new Churches, in token of their being satisfied therewith, and no Deviation from such Plans, Estimates, and Specifications so approved of shall be made without the previous written Sanction of the said last-mentioned Parties; and this Act shall not enable the said Company to take down or interfere with the said Church of *Saint Matthias* until such intended new Church and the Site thereof shall have been certified under the Hands and Seals of the said Rectors, the said Minister, Bishop, and Commissioners, to have been built, inclosed, and fitted up as aforesaid to their Satisfaction, nor until such Church shall have been consecrated, and the Expences of such Consecration defrayed by the said Company; and such new Church when so consecrated shall be in all respects in the same Position ecclesiastically and parochially as the said original Church of *Saint Matthias*.

When the new Church is consecrated, Ma-

XLII. And be it enacted, That when and so soon as such Certificate as last aforesaid shall have been given, and the said intended new Church shall have been consecrated, it shall be lawful for the

Owners

Owners and other Persons interested in the existing Church of *Saint Matthias* and the Schools attached thereto, and to assign and convey the same and the Sites thereof respectively, and Materials of the said last-mentioned Buildings, together with the Fixtures, Furniture, Gas Fittings, Stoves, and Organ therein, to the said Company.

Materials, &c. of old Church, &c. to be conveyed to Company.

XLIII. Provided always, and be it enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Commissioners acting in execution of an Act passed in the Eleventh Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for better Paving and Sewerage of the Town of* Liverpool *in the County Palatine of* Lancaster, *and for settling the Boundaries between the said Town and the Township of* Kirkdale *and Parts of the Townships of* Everton *and* West Derby, and of an Act passed in the Fifth Year of the Reign of Her Majesty Queen *Victoria*, intituled *An Act for amending an Act relating to the Paving and Sewerage of the Town of* Liverpool *in the County Palatine of* Lancaster, by virtue of the same Acts or either of them, but all their Rights, Privileges, Powers, and Authorities are hereby expressly saved and reserved.

Not to prejudice Right of Commissioners for the better Paving and Sewerage of the Town of Liverpool, under 11 G.4. & 1 W.4. c.15. and 5 & 6 Vict. c. 26.

XLIV. And be it enacted, That it shall not be lawful for the said Company to make the said Railway over any public Road, Street, or Highway in the said Town of *Liverpool*, unless by means of a Bridge or Viaduct, to be built of Stone, Brick, or Iron, the Centre Openings of each and every such Bridge or Viaduct to be constructed so as to leave a clear Roadway of equal Width to the present Roadway, and the Side Openings so as to leave a clear Footway of equal Width to the present Roadway, and the Side Openings so as to leave a clear Footway of equal Width to the present Footway, except such Spaces as may be necessary for the Piers or Pillars of the said Bridge or Viaduct, and so that the said Openings for Roadways shall not be less than Seventeen Feet in Height from the Crown or Pavement of the said Road, Street, or Highway to the under Side of the said Openings at the Centre thereof, and that the clear Height at the springing of the Arch shall not be less than Twelve Feet, and so that the under Sides of such Openings shall be perfectly Watertight or Dropdry, and so that the Battlements of each and every such Bridge or Viaduct shall be built or made solid of Stone, Brick, or Iron, and shall be made or constructed at least Four Feet in Height from the Surface of the Rails of the said Railway along each Side of such Bridge or Viaduct throughout the entire crossing of the said Road, Street, or Highway, and for the further Extent of Ten Yards in Length at both Ends and on each Side of the said Bridges and Viaducts respectively.

Railway not to cross any Street except by means of a Viaduct to be built in a certain Manner.

XLV. And be it enacted, That such of the several public Streets, Highways, Pavements, and Flags in the said Town of *Liverpool* as shall or may be impeded, broken, disturbed, damaged, injured, affected, or destroyed by the said Company in or about or in consequence of the Execution of all or any of the Powers hereby given, shall be repaired and made good and reinstated by the Commissioners for the better Paving and Sewerage of the said Town, at the Costs and

Company to make good Damages done to Pavements, &c.

and Charges of the said Company, to the said Commissioners; and if such Costs and Charges be not paid by the said Company to the said Commissioners within Fourteen Days next after the Delivery of a Statement in Writing of the same, Double the Amount thereof shall be recovered from the said Company by the said Commissioners.

Company not to interrupt free Passage of Streets otherwise than by this Act is expressly provided.

XLVI. Provided always, and be it enacted, That nothing in this Act contained shall extend or be construed to extend to authorize the said Company to raise, lower, alter, or otherwise interfere with the present Level or Inclination of, or obstruct, prevent, or hinder the free uninterrupted Passage over or along any of the public or private Streets, Highways, Pavements, or Flags within the Town of *Liverpool* or any Part thereof, otherwise than in the Manner and subject to the Restriction herein expressly provided, nor, without the Consent of the Commissioners for the better Paving and Sewerage of the said Town, to obstruct, prevent, or hinder more than One Half in Width at the same Time of the free and uninterrupted Passage in, over, or along any Part or Parts thereof, nor the free and uninterrupted Passage of any One Half in Width thereof for a greater or longer Period than Twelve Weeks.

Company to erect sufficient Hoards, &c. for Protection of the Public during the Execution of the Works.

XLVII. And be it enacted, That previously to the Commencement and during the Progress of the Works hereby authorized to be done, as regards any crossing of or any Interference with any public or private Carriage Road, Street, or Highway within the Town of *Liverpool* aforesaid, the said Company shall from Time to Time cause such proper and sufficient Hoards, Fences, and Lights to be erected, set up, and continued in such Situations and for such Time as the said Commissioners for the better Paving and Sewerage of the Town of *Liverpool* shall deem necessary for the Protection or Convenience of the Public, and as they shall by Notice in Writing, to be signed by their Clerk or Surveyor, to be served upon the said Company, order or direct; and if the said Company shall refuse or neglect to erect or set up any such Hoards, Fences, or Lights, or any of them, or shall not continue the same standing and in good Condition, or shall not remove the same, when required by the said Commissioners, by Notice in Writing to be signed and served as aforesaid, then and in every such Case the said Company shall be and they are hereby made subject and liable to the Payment to the said Commissioners of the Penalty of Five Pounds for each and every Day during which they shall so refuse or neglect to erect and set up, or to continue standing and in good Condition, or to remove, the same Hoards, Fences, and Lights, or any of them; which Penalty may be applied by the said Commissioners to the general Purposes of their said Acts or either of them.

Company to keep the Bridges, Viaducts, &c. in good Repair.

XLVIII. And be it enacted, That at all Times for ever after the said Bridges or Viaducts and Battlements shall have been erected, built, made, and constructed over or on the Site of any of the said Roads, Streets, or Highways within the said Town of *Liverpool*, and as to the said Battlements for the further Extent in Length herein-before mentioned at both Ends and on each Side of the said Bridges respectively, shall have been erected, built, made, and constructed,

structed, the said Company, shall, at their own Expence, maintain and keep the same and every Part thereof, and all Bridges or Viaducts, Battlements, Fences, and Walls, to be erected, built, made, and constructed in lieu thereof respectively, and which shall be of the like Dimensions, Capacity, and Materials as are herein-before mentioned, in good, perfect, and complete Repair; and in case of any Want of Repair or rebuilding, and Notice thereof being given by or on behalf of the Commissioners for the better Paving and Sewerage of the Town of *Liverpool* aforesaid to the said Company, or their Clerk or Treasurer, of any Want of Repair or rebuilding, if the said Company shall not, within the Space of One Calendar Month at furthest after the Service of such Notice, commence such Repair or rebuilding, and proceed thereon with all reasonable Expedition until the same shall be completed, the said Commissioners may from Time to Time make such Reparations or Rebuildings, as the Case may require, and all the Costs, Charges, and Expences thereof shall be repaid by the said Company to the said Commissioners; and if such Costs, Charges, and Expences shall not be paid by the said Company to the said Commissioners within Fourteen Days next after the Delivery of a Statement in Writing thereof, Double the Amount thereof shall be recovered from the Company by the said Commissioners.

Recovery of Costs, &c. by Commissioners from Company.

XLIX. And be it enacted, That in case any Costs, Charges, and Expences, Sums of Money and Penalties, by this Act directed to be paid by the said Company to the Commissioners for the better Paving and Sewerage of the Town of *Liverpool*, shall not be paid by the Company to the said Commissioners, on demand, then and in every such Case any Justice of the Peace for the Borough of *Liverpool* shall and he is hereby required, on Application of the said Commissioners, by Warrant under his Hand and Seal to cause the Amount of such Costs and Expences to be levied by Distress and Sale of the Goods and Chattels of the Company, and to be paid to the said Commissioners, rendering the Overplus, if any, upon demand, after deducting the reasonable Charges of making such Distress and Sale, to the Company; or otherwise the said Commissioners may sue for and recover the same against the Company by Action of Debt or on the Case in any of the Superior Courts, or in Her Majesty's Court of Common Pleas for the County Palatine of *Lancaster*.

Regulating the crossing of the Railway over the navigable Cuts from the Liverpool Docks to the Leeds and Liverpool Canal. 7 & 8 Vict. c. 80.

L. And whereas by an Act passed in the Session held in the Seventh and Eighth Years of the Reign of Her present Majesty, intituled *An Act for enabling the Trustees of the* Liverpool *Docks to construct additional Docks and other Works, and to raise a further Sum of Money; and for amending and extending the Acts relating to the Docks and Harbour of* Liverpool, the said Trustees are authorized and required to construct, in and upon the Lands therein mentioned (being on the East Side of *Great Howard Street* in *Liverpool* aforesaid), a navigable Cut from the Docks and Basins of the said Trustees to communicate with the *Leeds and Liverpool* Canal, and to construct the same with such Locks, Basins, Wharfs, Walls, Banks, and Sluices, Channels, Bridges, and other Works as the said Trustees may think necessary and proper: And whereas such

Part of the Railway as shall pass through *Liverpool* to *Kirkdale* aforesaid will be constructed across the said navigable Cut and other Works; be it enacted, That the crossing of the said Railway over the navigable Cut and other Works herein-before mentioned shall be effected by an Arch or Arches or other Viaduct, of such Construction and Dimensions, and of such Height or Level, as the Engineer for the Trustees of the *Liverpool* Docks and the Engineer for the said Company shall mutually agree upon; but so that on the one hand the Traffic and Navigation of the said navigable Cut shall not be obstructed, and on the other the Construction of the Railway on the Level, shown on the Plans deposited as herein-before mentioned, shall not be interfered with; and such Part of the said Railway as shall cross the said navigable Cut and other Works shall be constructed to the Satisfaction of the said Engineer for the Trustees of the *Liverpool* Docks.

For Protection of Leeds and Liverpool Canal.

LI. And whereas the said Railway is intended to be carried over a certain Canal called the "*Leeds* and *Liverpool* Canal" in the said County near a certain Place called "*Bank Hall*" in the Township of *Kirkdale* aforesaid, and over a certain Branch of the said Canal called the "*Leigh Branch*," in the Township of *Wigan*, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said Canal and Branch; be it therefore enacted, That in carrying the said Railway over the said Canal and Branch the said Company hereby incorporated shall and they are hereby required, at their own Expence, to make good and substantial Bridges, of Brick, Stone, Wood, or Iron, over the said Canal and Branch and the Towing Paths thereof respectively, with proper Approaches thereto, and with perpendicular Foundation Walls to such Bridges, the under Side of the Openings at the Keystone of the Arch or Centre of such Bridges not being less than Eleven Feet in Height above the Top-water Level of the said Canal, upon which Bridges the said Railway shall be made, and the Opening or Span of the Arch of the said Bridges shall not be less than Forty Feet wide, so as to leave a navigable Waterway of not less than Thirty-four Feet in Width, and a Towing Path of Six Feet in Width, with a clear Headway of not less than Six Feet over every Part of the Towing Path, without the Consent of the Engineer of the said Company of Proprietors of the said Canal Navigation; and the Space between the Piers of the Arch of such Bridges (except so much thereof as shall be occupied by the Towing Path of such Canal) shall, after the said Bridges shall have been completed, from Time to Time and at all Times thereafter, except during the necessary Repairs of the said Bridges, or the Erection of any future Bridges in lieu thereof, and preserved an open uninterrupted navigable Waterway.

Company not to obstruct the Navigation of Leeds and Liverpool Canal.

LII. Provided always, and be it enacted, That the said Company hereby incorporated shall and are hereby required, during the Progress of constructing the said Bridges or of the necessary Repairs thereof, or of the Erection of any future Bridge or Bridges in lieu thereof, from Time to Time and at all Times to leave an open uninterrupted navigable Waterway in the said Canal of not less than Twenty Feet in Width during the Time of constructing and putting in the Foun-

dation

dation of the said Bridges, which Time shall not exceed Six Weeks; and in case by reason or in execution of any of the Works by this Act authorized, or by reason of the bad State of Repair of any of the said Bridges, the said Canal shall be so obstructed as that Boats, Barges, and other Vessels navigating or using the same shall not be able to pass along the same, or in case the navigable Waterway hereinbefore required to be preserved during the Progress of the Works shall at any Time be contracted to a less Width than herein-before prescribed, then the said Company hereby incorporated shall pay to the said Company of Proprietors of the said Canal Navigation, as or by way of ascertained Damages, the Sum of Fifty Pounds for every Day during which such Obstruction or Contraction shall continue on the said Canal, and so in proportion respectively for any less Time than One Day; and in default of Payment of the said Sum, on demand being made of the Treasurer or principal Clerk of the said Company hereby incorporated, any Two or more of Her Majesty's Justices of the Peace for the County of *Lancaster* are hereby empowered, on Application to them made by the said Company of Proprietors of the said Canal Navigation, or by any Person or Persons by them authorized, by Warrant under their Hands and Seals to cause the Amount of such Sum or Sums of Money to be levied by Distress and Sale of any Goods and Chattels vested in the said Company hereby incorporated by virtue of this Act, and to be paid to the said Company of Proprietors of the said Canal Navigation, or to their Treasurer or Clerk for the Time being, rendering the Overplus, if any, on demand, after deducting the reasonable Charges for making such Distress and Sale, and the Costs and Expences of hearing and determining the Matter in dispute, to the Treasurer of the said Company hereby incorporated, for the Use of such Company; otherwise the said Company of Proprietors of the said Canal Navigation may sue for and recover the same, together with Costs of Suit, against the said Company hereby incorporated, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*.

Company to maintain Bridges.

LIII. Provided always, and be it enacted, That, unless and until the said Railway, where it crosses the said Canal, shall at any Time be abandoned by the said Company hereby incorporated, the said Company shall and they are hereby required, at their own Expence, to maintain the said Bridges and Arches in perfect Repair; and if that Part of the said Railway shall at any Time be abandoned by the said Company, the said Company shall, at their own Expence, remove the said Bridges, if they shall be required so to do by the said Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool*.

For Protection of a Turning Place in the Leeds and Liverpool Canal.

LIV. And whereas the said Railway, if deviated from the Line shown on the Plan aforesaid in the Construction thereof, will cross a Turning Place for Boats and Barges navigating the said Canal in the Township of *Kirkdale* aforesaid, and it may be necessary to alter and contract the same; be it therefore enacted, That the said Company hereby incorporated shall, previous to any Alteration of the said Turning Place, make and construct, as near to the said Canal at the Place aforesaid as practicable, a proper Turning Place, to be

be of the same Dimensions and to contain as much available Space for Water as at the present Time, for the Use of the said Canal, and to belong to and become the Property of the said Canal Company.

For Protection of navigable Cut connecting the Liverpool Docks to the Leeds and Liverpool Canal. 7 & 8 Vict. c. 80.

LV. And whereas by an Act passed in the Session held in the Seventh and Eighth Years of the Reign of Her present Majesty, intituled *An Act for enabling the Trustees of the* Liverpool *Docks to construct additional Docks and other Works, and to raise a further Sum of Money; and for amending and extending the Acts relating to the Docks and Harbour of* Liverpool, the said Trustees are authorized and required to construct, in and upon the said Lands therein mentioned (being on the East Side of *Great Howard Street, Liverpool*, aforesaid), a navigable Cut from the Docks and Basins of the said Trustees to communicate with the said *Leeds* and *Liverpool* Canal, and to construct the same with such Locks, Basins, Wharfs, Walls, Banks, and Sluices, Channels, Bridges, and other Works as is provided for in the said recited Act: And whereas the Company of Proprietors of the said Canal were by the said Act authorized to pay the Sum of Fifty thousand Pounds towards the Expence of making such Works, and on the Completion thereof the said navigable Cut was to be vested in them, and subject to the said several Acts of Parliament and Authorities regulating the said Canal: And whereas such Part of the Railway as shall pass through *Liverpool* to *Kirkdale* aforesaid will be constructed across the said navigable Cut and Works thereof; be it enacted, That the crossing of the said Railway over the navigable Cut and Works herein-before mentioned shall be effected by an Arch or Arches or other Viaduct of such Construction and Dimensions and of such Height or Level as the Engineer for the said Canal Company and the Engineer of the Railway Company shall mutually agree upon, but so that on the one Hand the Traffic and Navigation of the said navigable Cut shall not be interrupted, and on the other the Construction of the Railway on the Levels shown on the Plans deposited as herein-before mentioned shall not be interfered with; and such Part of the same Railway as shall cross the said navigable Cut and other Works shall be constructed to the Satisfaction of the said Engineer of the said Canal Company, and which Works of the said Railway Company across the said navigable Cut before mentioned shall be subject to all the Provisions mentioned in this Act for the Protection of the said *Leeds* and *Liverpool* Canal.

Line of Railway through certain Fields in the Parish of Orrell.

LVI. And be it enacted, That the Line of the said Railway shall be made and constructed so that the same shall pass through some or one of the several Fields or Closes numbered 8, 9, 10, 11, and 12 in the Township of *Orrell* in the Plans deposited with the Clerk of the Peace aforesaid.

Not to deviate to the Southward in certain Lands of Meyrick

LVII. And be it enacted, That in making the Railway through the Lands of *Meyrick Bankes* Esquire, in the Townships of *Orrell* and *Winstanley*, or through the Lands of the said *Meyrick Bankes* in the Township of *Pemberton*, numbered 1, 1 *a*, 2, 3, 4, 5, 5 *a*, 6, 6 *a*, 7, 7 *a*, 8, 9, 9 *a*, 10, 10 *a*, 11, 11 *a*, 12, 13, 13 *a*, 13 *b*, 14, 15, 16, 17, 18,

18, 19, 25, 26, 27, 28, 29, 30, 34, 35, it shall not be lawful for the Company, without the Consent of the said *Meyrick Bankes*, his Heirs or Assigns, or other the Owner for the Time being of the said Lands, to deviate to the Southward of the Line thereof as laid down on the said Plan deposited with the Clerk of the Peace as aforesaid, or to make the said Railway nearer to *Winstanley Hall* than such Line as laid down upon the said Plans.

Bankes, without Consent.

LVIII. And be it enacted, That the Company shall erect a good, handsome, and substantial Bridge, for the Purpose of carrying the public Highway in the Township of *Pemberton*, Number 50 on the said Plans so deposited with the Clerk of the Peace as aforesaid, in the present Line and Direction thereof, and that the Ascent to the said Bridge shall be not more than One Foot in Thirty Feet.

As to Bridge over Highway in the Township of Pemberton.

LIX. And whereas the Line of the Railway will cross a Railway belonging to the said *Meyrick Bankes* in a Field known as "*Parson's Meadow*" in the Township and Parish of *Wigan*, and numbered 4 on the Plan deposited with the Clerk of the Peace as aforesaid; be it enacted, That the Line of the Railway shall be carried over the said *Meyrick Bankes*'s Railway by means of a Bridge or Archway, to be constructed by and at the Expence of the said Company, so as not in any Manner to impede or obstruct the Passage over or along the same, and so as not to vary or alter the Level thereof; and that the Span of such Bridge shall not, without the Consent of the said *Meyrick Bankes*, be less than Twenty-eight Feet, and the Soffit of the Arch at the Crown shall not be less than Sixteen Feet above the Surface of the said Tramroad; and the said Railway or Archway when so built shall be for ever thereafter maintained and kept in good Repair by and at the Expence of the Company.

Railway to be carried over Mr. Bankes's Railway by means of a Bridge.

LX. And be it enacted, That the Company shall, before the opening of the Railway, erect, and for ever afterwards maintain and keep open, a Station or Stopping Place, for the Convenience of the Public, at or near *Withington Brook* in the Township of *Orrell*, on the Line of the said Railway, and shall erect and provide such Station House, Buildings, Warehouses, Offices, Works, and Conveniences, and provide such Clerks or Station Attendants, as shall be suitable for the proper Accommodation of the Public, and shall make and maintain all necessary and convenient Roads and Approaches to such Station, and also shall at all Times, from and after the opening of the said Railway, cause an adequate Number of Passenger Trains, with First Class Carriages attached, and of Goods Trains, in each Direction and during each Day, to stop at such Station, for the Purpose of taking up and setting down Goods and Passengers thereat.

Station to be made at Withington Brook.

LXI. And be it enacted, That all Connexion Rail or Rails forming a Communication with and all Crossings of the *North Union* Railway or any Branch thereof, shall be so constructed and kept as to leave a free and uninterrupted Passage along the *North Union* Railway, except during such Time only as shall be necessary for Carriages and Traffic to pass from or across or to the Main Lines of the *North Union* Railway or any Branch thereof, and that the said *Liverpool and Bury* Railway Company shall, at their own Costs and Charges, find

Connexion Rails with North Union Railway to leave Passage along that Line open.

find and employ some efficient Person or Persons, to be approved of by the *North Union* Railway Company, who shall be constantly present at the Points of Communication, and some other efficient Person or Persons to be constantly present at the Point of crossing, and whose Duty respectively it shall be to attend to such Connexion Rails and Crossings respectively, and see that the same are kept in proper Order and Position, so as at all Times (except as aforesaid) to leave a free and open Passage along the Main Line of the *North Union* Railway or any Branch thereof; and in case the Connexion Rails or Crossings shall be permitted so to be or remain as to obstruct the free Passage along the *North Union* Railway longer than shall be necessary for the Passage of Carriages and Traffic from or across or to the Main Lines of the *North Union* Railway or any Branch thereof, then and in every such Case the Company shall, over and besides any Damage or Injury, if any, which may be done or occasioned by or by reason or in consequence of any such Obstruction, and which the *North Union* Railway Company, or other the Person or Company sustaining such Damage or Injury, may recover by Action or Suit in any Court of Law or Equity, notwithstanding the Infliction or Payment of the Penalty next herein-after mentioned, forfeit and pay to the *North Union* Railway Company the Penalty or Sum of Ten Pounds, to be recovered and levied under the Powers of and in like Manner as other Penalties are directed to be recovered and levied in and by the said Act relating to the *North Union* Railway, passed in the Fourth Year of the Reign of His late Majesty King *William* the Fourth, or the same may be recovered by Action or Suit in any Court of Law or Equity, with full Costs of Suit.

Communications with North Union Railway to be made to the Satisfaction of their Engineer.

LXII. And be it enacted, That all Communications with and Crossings of the *North Union* Railway, and all such Openings in the Ledges or Flanches of the *North Union* Railway as may be necessary or convenient for effecting such Communications or Crossings, shall be made at the Expence of the Company, under the Direction and Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the said *North Union* Railway Company.

Communications with the North Union Railway to be made and maintained at the Expence of the said Liverpool and Bury Railway Company.

LXIII. And be it enacted, That the Expence of the Communication and Crossings hereby authorized with the *North Union* Railway, and of all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of regulating and adjusting the same, shall be borne and paid by the Company; and that all such Communications, Crossings, Openings, and Works shall not only be, in the first instance, made and done, but shall from Time to Time be altered, amended, repaired, and maintained under the Direction and Superintendence and to the reasonable Satisfaction of the Engineers for the Time being of the *North Union* Railway Company, and in such Manner and Form and by such Ways and Means only as shall not in anywise prejudice or hinder the *North Union* Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same, save only so far as shall be necessary for the Purpose of effecting the Junctions hereby authorized in manner aforesaid, and not otherwise.

LXIV. And

Provision as to level Crossing of New Springs Branch.

LXIV. And whereas the Railway is intended to cross the *New Springs Branch* Railway on the Level; be it therefore enacted, That, in order to prevent Accident or Damage by or from a Collision of Trains, the Company shall and they are hereby required to provide and use full and sufficient Means for signaling at the said Crossing, and that on crossing the said *New Springs Branch* of the *North Union* Railway on the Level the Engines, Carriages, or Waggons passing along the Railway shall slacken their Speed, and shall not pass or travel at a greater Rate of Speed than Fifteen Miles an Hour; under a Penalty not exceeding Five Pounds for each Offence, to be paid by any Person to whom the Engine or other moving Power or Waggons or Carriages shall belong, or for the Time being be used, and be recovered and applied in the Manner provided by the Companies Clauses Consolidation Act, 1845, for the Recovery and Application of Penalties.

Passage along North Union Railway not to be interrupted.

LXV. And be it enacted, That no Engine, Carriage, or Waggon shall be brought from the Railway upon or into the *North Union* Railway so as to obstruct or delay the Passage along the same beyond what may be absolutely necessary, and, so far as shall be practicable, the Engines, Carriages, and Waggons of the Company shall, when the Trains arrive at the Point of Junction at the same Time, give Precedence of passing the Points of Junction of the Railways to the Engines, Carriages, and Waggons of the *North Union* Railway Company.

Not to take the Land of Alice Chadwick and others without their Consent.

LXVI. And whereas *Alice Chadwick*, *William Birkett*, and *Henry Smith*, Devisees in Trust under the Will of the late *Elias Chadwick* Esquire, are seised of a certain Messuage and Lands at *Poolstock* near *Wigan* in the said County of *Lancaster*, certain Parts of which Lands are comprised within the Limits of Deviation delineated in the said Plans deposited with the Clerk of the Peace for the said County of *Lancaster*; be it enacted, That the Company shall not, without the Consent in Writing of the said *Alice Chadwick*, *William Birkett*, and *Henry Smith*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being under the Will of the said *Elias Chadwick*, their, her, or his Assigns, take or purchase for the Purposes of the Railway any of the said Lands so within the Limits of Deviation as aforesaid, or take, alter, divert, impede, lessen, or in any Manner interfere with the River *Douglas*, or the Water therein, or the Bed or Banks thereof, so far as the same bound such Parts of the said Lands as are comprised within the said Limits of Deviation as aforesaid.

As to Construction of Railway in the Lands of James Eckersley, Esq.

LXVII. And be it enacted, That it shall not be lawful for the said Company, in making the said Railway or Works through the Lands in the Township of *Wigan* aforesaid in the Occupation of *James Eckersley* Esquire, numbered 14 on the said Plan and Book of Reference deposited with the Clerk of the Peace for the said County of *Lancaster*, to approach with the Line of the said Railway nearer than so as to have a clear Space of One hundred and twenty-five Feet between the Works of the said Railway and the South-east Corner of a certain Building of him the said *James Eckersley*, now used as a Weaving-

shed,

shed, such Space of One hundred and twenty-five Feet to be measured in Line with the East Side of the said Weaving-shed.

Not to take Lands of James Eckersley without Consent.

LXVIII. And be it enacted, That it shall not be lawful for the said Company, in making the said Railway or Works through the Lands of the said *James Eckersley* in *Wigan* aforesaid, without the Consent in Writing of the said *James Eckersley*, or the Owner or Owners for the Time being of such Lands, first obtained, to enter upon, purchase, take, use, or appropriate for any Purpose whatsoever any of the said Lands of him the said *James Eckersley* in *Wigan* aforesaid, numbered 19 and 19 a upon the said Plan and Book of Reference, or more of the said Lands numbered 18 and 13 on the said Plan and Book of Reference than shall be necessary for the due Construction of the Works of the said Railway.

Not to take more of the Lands of H. H. Fazakerley, Esq. than required for the Railway, and to build a Bridge in his Lands.

LXIX. And be it enacted, That it shall not be lawful for the said Company, in making the said Railway or Works through the Lands of *Henry Hawarden Fazakerley* aforesaid, without the Consent in Writing of the said *Henry Hawarden Fazakerley*, or the Owner or Owners for the Time being of such Lands first obtained, to enter upon, purchase, take, use, or appropriate for any Purpose whatever more of the said Lands than Twenty Yards in Breadth, exclusive of what may be required for the Slopes of Embankments or Cuttings; and that the said Company shall also, in making their said Railway through the said Lands of the said *Henry Hawarden Fazakerley* in *Fazakerley* aforesaid, at their own Expence, erect and build, and for ever afterwards maintain, in such Situation as the said *Henry Hawarden Fazakerley*, or the Owner or Owners for the Time being of the same Lands, shall at any Time during the Construction of the Railway direct, One good and substantial Bridge, of Brick, Stone, or Iron, over and across the said Railway in the said Lands of the said *Henry Hawarden Fazakerley* in *Fazakerley* aforesaid, numbered 3, 4, 5, 6, and 6 *a* in the said Plan and Book of Reference, and such Bridge to be built with Battlements of not less than Four Feet high from the Roadway of the said Bridge, and such Bridge to be not less than Six Yards wide within such Battlements thereof; and the said Company shall also in making the said Railway make and for ever thereafter keep in repair proper Approaches to such Bridge, such Approaches not to exceed in Rise or Inclination One in Twenty.

The Duke of Bridgewater's Trustees may make Communications through the Railway.

LXX. And whereas the said Line of Railway will pass through and near certain Lands containing valuable Mines of Coal and other Minerals, belonging to the Devisees in Trust under the Will of the late Duke of *Bridgewater*, and the said Line will intersect the Communications between such Lands and Mines and the *Leeds* and *Liverpool* Canal; be it enacted, That it shall be lawful for the said Devisees in Trust under the Will of the said Duke of *Bridgewater*, their Heirs or Assigns, or other the Owners, Lessees, or Occupiers for the Time being of the said Lands and Mines, from Time to Time, and at any Time hereafter, as Occasion may require, to make, construct, lay down, and maintain all such Tramroads, Railways, or other Roads and Passages through the said Line of Railway, and

across any of the Lands which may be taken by the Company for the Purposes thereof, over, under, or across the said Railway, for the Purpose of affording Communications through the same to the said *Leeds* and *Liverpool* Canal, at such Places, to such Extent, and in such Manner as such Owners, Lessees, or Occupiers could or might have made the same if this Act had not passed.

M. Bankes, Esq. may make Communications through the Railway.

LXXI. And whereas the said Line of Railway will pass through and near certain Lands containing valuable Mines of Coal and other Minerals belonging to *Meyrick Bankes* Esquire, and the said Line will intersect the Communications between such Lands and Mines and the *Leeds* and *Liverpool* Canal and the *North Union* Railway respectively; be it enacted, That it shall be lawful for the said *Meyrick Bankes*, his Heirs or Assigns, or other the Owners, Lessees, or Occupiers for the Time being of the said Lands and Mines, from Time to Time and at any Time hereafter, as Occasion may require, to make, construct, lay down, and maintain all such Tramroads, Railways, or other Roads and Passages through the said Line of Railway, and across any of the Lands which may be taken by the Company for the Purposes thereof, over, under, or across the said Railway, for the Purpose of affording Communications through the same to the said *Leeds* and *Liverpool* Canal and the *North Union* Railway respectively, at such Places, to such Extent, and in such Manner as the said *Meyrick Bankes*, his Heirs or Assigns, or such Owners, Lessees, or Occupiers could or might have made the same if this Act had not passed.

W. G. Walmesley may make Communications through the Railway.

LXXII. And whereas the said Line of Railway will pass through and near certain Lands containing valuable Mines of Coal and other Minerals belonging to *William Gerard Walmesley* Esquire, and the said Line will intersect the Communication between such Lands and Mines and the *Leeds* and *Liverpool* Canal and the *North Union* Railway respectively; be it enacted, That it shall be lawful for the said *William Gerard Walmesley*, his Heirs or Assigns, or other the Owners, Lessees, or Occupiers for the Time being of the said Lands and Mines, from Time to Time, and at any Time hereafter, as Occasion may require, to make, construct, lay down, and maintain all such Tramroads, Railways, or other Roads and Passages through the said Line of Railway, and across any of the Lands which may be taken by the Company for the Purposes thereof, over, under, or across the said Railway, for the Purpose of affording Communication through the same to the said *Leeds* and *Liverpool* Canal and the *North Union* Railway respectively, at such Places, to such Extent, and in such Manner as the said *William Gerard Walmesley*, his Heirs or Assigns, or such Owners, Lessees, or Occupiers, could or might have made the same if this Act had not passed.

W. I. Anderton, Esq. may make Communications through the Railway.

LXXIII. And whereas the said Line of Railway will pass through and near certain Lands containing valuable Mines of Coal and other Minerals belonging to *William Ince Anderton* Esquire, and the said Line will intersect the Communication between such Lands and Mines and the *Leeds* and *Liverpool* Canal and the *North Union* Railway respectively;

spectively; be it enacted, That it shall be lawful for the said *William Ince Anderton*, his Heirs or Assigns, or other the Owners, Lessees, or Occupiers for the Time being of the said Lands and Mines, from Time to Time and at any Time hereafter, as Occasion may require, to make, construct, lay down, and maintain all such Tramroads, Railways, or other Roads and Passages through the said Line of Railway, and across any of the Lands which may be taken by the Company for the Purposes thereof, over, under, or across the said Railway, for the Purpose of affording Communications through the same to the said *Leeds* and *Liverpool* Canal and the *North Union* Railway respectively, at such Places, to such Extent, and in such Manner as *William Ince Anderton*, his Heirs or Assigns, or such Owners, Lessees, or Occupiers, could or might have made the same if this Act had not passed.

Works to be under the Superintendence of the Company's Engineer.

LXXIV. Provided always, and be it enacted, That all such Communications shall be made and all such Works executed to the Satisfaction of and under the Superintendence of the Engineer of the Company hereby incorporated, and so as not to occasion any Stoppage of the Traffic along the said Railway, or cause any greater Inconvenience to the Company than is absolutely necessary, nor shall any such Roads or Ways be made so as to interfere with any of the Stations or other Works of the said Railway for the Time being, or to cross the said Main Line of Railway on a Level, without the Consent of the said Company; and all Damage occasioned to the said Railway Company by the Construction thereof shall be made good to the Company by the said Devisees in Trust, *Meyrick Bankes*, *William Gerard Walmesley*, and *William Ince Anderton*, and their respective Heirs or Assigns.

Differences as to Communications to be settled by Justices.

LXXV. And be it enacted, That in case any Difference shall arise as to the Manner and Time of making such Communications, and the Places at which the same shall be made, such Difference shall be determined by Two Justices in the Manner provided by the said Railway Clauses Consolidation Act, 1845, in case of Difference as to Accommodation Works.

Communication may be made on Inclined Planes.

LXXVI. And be it enacted, That it shall be lawful for the said Devisees in Trust, *Meyrick Bankes*, *William Gerard Walmesley*, and *William Ince Anderton*, and their respective Heirs and Assigns, or other the Owners, Lessees, or Occupiers for the Time being of the said Lands and Mines respectively, to make collateral Branch Railways to communicate with the Railway hereby authorized, to be made in manner provided by the Railway Clauses Consolidation Act, 1845, although such Branch Railways may communicate with the Main Line of Railway on an Inclined Plane, provided such Inclined Plane shall not be of greater Inclination than One Foot in Eighty Feet, and such Communication shall be made so as not to interfere with the Safety of the Public, or to injure the Main Line of Railway.

Mode of constructing Railway through

LXXVII. And be it enacted, That in making the Railway through or near the Property of *William Gerard Walmesley* Esquire, in *Wigan*, and numbered 29, 30, 31, and 32 in the said Plan, the Company

Company shall deviate their Line of Railway so as to be not less than Five Yards to the Northward of the Lodge, and so far as the said Line of Railway, or any of the Works thereof, shall pass through or adjoin to the said Lands of the said *William Gerard Walmesley*, the Embankment or Viaduct thereof shall be sustained, upheld, and for ever maintained by means of a Retaining Wall, to be erected within Six Feet of the outside Rails of the Main Line of Railway, and to be carried to the Height of Six Feet above the Level of the Rails; and that the Company shall not be at liberty, without the Consent in Writing of the said *William Gerard Walmesley*, his Heirs or Assigns, to purchase or take any of the said Lands beyond the Base of such Retaining Wall, or use, either temporarily or otherwise, for any other Purpose whatsoever, any of the said Lands at a greater Distance from the Base of such Retaining Wall than Four Feet from the Foot thereof; and that in the making, constructing, using, or maintaining the Railway the Company shall not do or commit, or cause or permit to be done or committed, any Injury or Damage to the Timber or Plantations now growing or hereafter to grow or be planted on the Residue of the said Lands.

Mr. Walmesley's Grounds.

LXXVIII. And be it enacted, That the Railway shall be carried over the Highway and such Part of the private Carriage and Occupation Road as may be effected by the crossing of the Railway in the Township of *Wigan* respectively numbered 28 and 30 in the said Plans, by means of a handsome Ashlar Stone Bridge of One Arch only to be constructed to the Satisfaction of *William Gerard Walmesley* Esquire, the Span whereof shall extend over the whole of the present Width of the said Highway and Portion of private Carriage and Occupation Road, the Front or Inside of the Abutment Walls whereof shall be lineable with the Fences on each Side of the said Highway and private Carriage Drive, and that the clear Height of the Arch from the Surface of the said Highway and private Carriage Road respectively shall not be less than Sixteen Feet for the Twelve Feet in Breadth of such Highway and private Carriage Drive respectively, and shall also make and construct Fences of the Height of Six Feet at the least above the Level of the Rails on each Side of the Railway, for the whole Extent of the Bridge and Wing Walls, and for the Distance of Twenty Yards from the Wing Walls at each End of the Bridge.

Construction of Bridge over certain Part of Mr. Walmesley's Property.

LXXIX. And be it enacted, That it shall not be lawful for the Company to make, erect, construct, or use, or by their Authority or Permission to allow any other Person to make, construct, or use, for the Purpose of or so as to communicate with the said Railway, any Station House, Warehouse, Office, or other Building, Yard, Station, Siding, Wharf, Engine, Machinery, or Apparatus on the Southerly Side of the said Railway, between the Main Line of the *North Union* Railway and the Field in the Township of *Wigan* numbered 22 on the said Plans, or, without the Consent of the said *William Gerard Walmesley*, his Heirs or Assigns, on the Easterly Side of the said Highway in the Township of *Wigan* No. 28 on the said Plans; and that the Entrance to such Station as may be erected on the West Side of the said public Highway shall be on the Northerly Side of the Bridge

Not to construct Stations near certain Part of Mr. Walmesley's Property.

Bridge carrying the said Highway over the River *Douglas*; and that the Company, or any Person claiming under them, shall not make or use any Entrance to any Property belonging to the said Company, or any Person claiming under them, lying on the Westerly Side of the said Highway, at any Point between the said Approach at the Northerly End of the said Bridge and the North Side of the said Railway.

To erect Wall or Palisade along Side of the River Douglas.

LXXX. And be it enacted, That the Company shall and they are hereby required, before the Railway or any Part thereof shall be opened or used, to erect and build a good, handsome, and substantial Fence Wall, with pointed Copings of the Height of Five Feet at the least above the Level of the Centre of the said Highway, No. 28 in the Township of *Wigan*, or, at the Option or Discretion of the said *William Gerard Walmesley*, his Heirs or Assigns, a good, handsome, and substantial Iron Palisade, the Top whereof shall be at least Five Feet above the Level of the Centre of the said Highway, and let into a handsome Ashlar Stone Plinth of the Height of Sixteen Inches above the Level of the Ground, such Wall or Palisade, as the Case may be, to be close to and extend along the Easterly Side of the River *Douglas* so far as it forms the Westerly Bounds or runs along the Westerly Side of the said Highway No. 28: Provided always, that this Clause shall not in any Manner prejudice or interfere with the Rights of *William Whitacre Tipping*, or any Owner or Occupier, Owners or Occupiers for the Time being of the Land and Hereditaments belonging to him, and situate on the Westerly Side of the last-mentioned Highway.

Not to deviate between the Fields Nos. 14 and 38 in Ince-in-Mackerfield, nor to use Mr. Anderton's Lands without Consent.

LXXXI. And be it enacted, That in making the Railway the Company shall not deviate to the Northward of the Line as laid down in the said Plans between the Field numbered 14 in the Township of *Ince-in-Mackerfield* and the Field numbered 38 in the same Township; and that in making the said Railway through the Lands of *William Ince Anderton* Esquire the said Company shall not, without the Consent in Writing of the said *William Ince Anderton*, his Heirs or Assigns, purchase, or take or use, temporarily or otherwise, any of the Lands of the said *William Ince Anderton*, except such as shall be necessary for making and constructing Two Main Lines of Railway, and shall not, without such Consent as aforesaid, erect or construct any House, Warehouse, Office, or other Building, or any Yard, Station, Siding, Wharf, Engine, or Machinery on the Land of the said *William Ince Anderton*.

For Drainage of Mr. Anderton's Land.

LXXXII. And whereas by reason of working and getting the Mines within and under the Lands of the said *William Ince Anderton* the Surface of the Ground may become so much sunk or depressed as to render it necessary or expedient, for the effectual Drainage thereof, to deepen the Watercourses which will be crossed or intersected by the Railway; be it therefore enacted, That if at any Time hereafter the Surface of any of the Lands of the said *William Ince Anderton* in the Township of *Ince-in-Mackerfield* and *Wigan* shall, by reason of the working or getting of the Coal and Cannel Mines thereunder, be so sunk or depressed as to render it expedient or

desirable that any of the Watercourses which are crossed or intersected by the said Railway should be deepened, or passed under the Railway at a lower Level, the Company shall and they are hereby required, from Time to Time, when and as Need or Occasion shall require, to deepen or carry such Watercourses under the said Railway at a lower Level, so far as the same shall be within the Lands of the Company, so as to enable the said *William Ince Anderton*, his Heirs and Assigns, effectually to drain the Lands of the said *William Ince Anderton*.

Company to plant the Embankments in certain Parts of Ince-in-Mackerfield.

LXXXIII. And be it enacted, That before the Railway shall be opened the Company shall and they are hereby required to plant over and for ever keep planted with growing Timber the Southerly Side of the Embankment of the Railway between the Field numbered 18 in the Township of *Wigan* and the *North Union* Railway numbered 11 in the Township of *Ince-in-Mackerfield*, and the Northerly Side of the Embankment of the Railway from the *North Union* Railway numbered 11 to the *New Spring* Branch of the *North Union* Railway numbered 28, all in the Township of *Ince-in-Mackerfield*.

As to Junction with the Manchester and Bolton Railway.

LXXXIV. And be it enacted, That the Line of the Railway at the Point of Junction with the *Manchester and Bolton* Railway shall be made on the Level of the said *Manchester and Bolton* Railway; and the said Junction hereby authorized to be made, and all such Openings in the Ledges and Flanches of the *Manchester and Bolton* Railway as may be necessary or convenient for effecting such Junction, shall be made and effected under the Direction and Superintendence of the Engineer for the Time being of the Company of Proprietors of the *Manchester*, *Bolton*, and *Bury* Canal Navigation and Railway, at the Expence of the Company; and that the same shall for ever afterwards be maintained and kept in perfect Order and Repair by and at the Expence of the Company, who shall in all respects attend thereto and have the Charge thereof.

For regulating the Erection of a Bridge over the Manchester, Bolton, and Bury Canal.

LXXXV. And be it enacted, That in carrying the Railway over the said Canal Navigation the Company shall and they are hereby authorized and required, at their own Expence and to the reasonable Satisfaction of the Engineer for the Time being of the said Company of Proprietors, to make, and for ever thereafter to maintain and keep in good Repair, good and substantial Bridges of One Arch each over the whole Width of the Canal and the Towing Path thereof at the respective Points of crossing, and such Bridges shall be of such Height, Form, and Construction as not to impede or obstruct the Navigation of the said Canal; and the Soffit of the Arch of such Bridges respectively at the Centre thereof shall be not less than Eighteen Feet, unless with Consent of the said Company of Proprietors, and the Springing of the Arch not less than Ten Feet above the Top-water Level of the said Canal.

Damage done to the Canal to be made good.

LXXXVI. And be it enacted, That in erecting, constructing, or repairing such Bridges or the Abutments or Piers thereof, or in the Erection or Reparation of any future Bridge in lieu thereof, the Company shall not obstruct or impede the Navigation of the Canal further

further or otherwise than shall be necessary, but the said Company shall at all Times during the Progress of erecting or repairing such Bridge or Bridges leave a Towing Path of Five Feet in Breadth open and uninterrupted, and also a free navigable Waterway of Twenty Feet in Breadth in the said Canal for Boats, Barges, and other Vessels navigating the same; and in case the Company, in the Execution of the Works authorized by this Act, shall injure or damage, impede or interrupt the said Canal Navigation, or the Banks or Sides thereof, they shall with all due Despatch, at their own Expence, repair and make good such Damage, and also pay to the said Company of Proprietors the full Amount of all such Loss or Damage which they may sustain thereby or in consequence thereof; and in case the Company shall not, on receiving Seven Days Notice in Writing from the said Company of Proprietors, repair and make good with all due Despatch such Damage and Injury, it shall be lawful for the said Company of Proprietors, at the Expiration of such Notice, to repair and make good the same; and all Expences thereof, and all such Loss or Damage as aforesaid, shall be paid to them by the Company on demand, or in default thereof may be recovered by Action or Suit in any Court of Law or Equity having competent Jurisdiction.

Protecting the Railway, Canal, and Lands of the Company of Proprietors.

LXXXVII. And be it enacted, That nothing in this Act contained shall extend to authorize the Company to take or enter upon any of the Lands or Grounds of the said Company of Proprietors, or to alter or vary or interfere with the Railway or Canal Navigation of the said Company of Proprietors, or any of the Works thereof, or the Towing Path of the said Canal, or in any Manner to impede or obstruct the Navigation of the said Canal, except so far and in such Manner as they are authorized to do under the express Provisions of this Act, and as may be necessary for the Purposes of this Act, without the Consent in Writing of the said Company of Proprietors in every Instance first had and obtained for that Purpose, nor without such Consent as aforesaid to divert, intercept, or diminish the Waters therein, or any of the Watercourses, Brooks, Drains, or Rivulets supplying the same, or to purchase any of the Lands, Slopes, Banks, or other Property of the said Company of Proprietors over or upon which the Railway is intended to pass, or which may be required in the Construction thereof, but the same shall remain the Property of the said Company of Proprietors, subject only to the Rights of the Company hereby incorporated upon and over the same for the Purpose of constructing, using, and maintaining the Railway.

Saving the Rights of the Manchester, Bolton, and Bury Canal Navigation and Railway Company.

LXXXVIII. Provided always, and be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Manchester*, *Bolton*, and *Bury* Canal Navigation and Railway Company in and by the several Acts relating to such Canal Navigation and Railway, but saving and reserving to the said *Manchester*, *Bolton*, and *Bury* Canal Navigation and Railway Company all the Rights, Privileges, and Franchises, and also saving all such Powers, Authorities, and Provisions in such Acts respectively as if this Act had not been passed.

LXXXIX. And

Construction of Bridge over Turnpike Road in Great Bolton.

LXXXIX. And whereas it is intended to carry the said Railway by a Bridge across or over a certain Street or Turnpike Road called the *Manchester Road*, situate between *Rose Hill* and *Burnden* in the Town of *Great Bolton*, and leading from the said Town of *Manchester*, and it is intended that such Street or Road shall be altered in order to carry the said Railway over the said Street; be it enacted, That in constructing the Bridge over the said Street or Road the Width of the Centre Arch shall be such as to leave thereunder a clear Space of not less than Thirty-five Feet for a public Carriage Road, and the Width of the Side Arches shall be such as to leave thereunder a clear Space of Eight Feet in Width on each Side of such Carriage Road, to form the Footpaths, and that the clear Height of the Centre Arch from the Surface of the said Carriage Road to the under Side of the Arch or Iron Girders shall not be less than Twenty Feet for a Space of Twelve Feet, and that the clear Height at the Springing of the Arch, if constructed with Iron Girders, shall not be less than Fifteen Feet, or if with Stone shall not be less than Twelve Feet; and for the Purposes aforesaid it shall be lawful for the said Company to lower the said Street or Road between *Rose Hill* and *Burnden* aforesaid to such Extent as may be necessary: Provided always, that the Descent made in the said Street or Road in order to carry the said Railway over the same shall not have a greater Inclination on the North Side thereof than One Foot in Thirty Feet, and that the Street or Road on the South Side thereof shall be formed horizontally or on the Level from the said Arches until the said Surface intersects the Surface of the present Road, and that such Street or Road when so altered shall be well and sufficiently formed and reinstated by and at the Expence of the said Company, and to the Satisfaction of the Surveyor to the Trustees for the Time being for the Town of *Great Bolton*, and be maintained, supported, and kept in good Repair by the said Company for the Space of Twelve Calendar Months from the Time it is so reinstated as aforesaid.

For the Protection of certain Water Pipes, &c. in the Township of Haulgh.

XC. And whereas the Railway hereby authorized to be made will pass over or through Lands and Property belonging to the Right Honourable *George Augustus Frederick Henry* Earl of *Bradford*, now in the several Occupations of *Heyes* and *Hamer*, Mr. *Holmes* and Mr. *Horridge*, situate in the Township of *Haulgh* and in the Parish of *Bolton-le-Moors*, and used chiefly for the Purpose of or held in conjunction with Bleach Works: And whereas it is material that the Pipes, Watercourses, and other Works for or connected with the Supply of Water to the said Works should not be interfered with, or should be interfered with as little as possible, and that every Protection should be afforded to them in case of any Interference; be it enacted, That for the Protection of such Pipes, Watercourses, Reservoirs, and other Works, in case the said Company in the Construction of the Railway shall in anywise interfere with the same, then the same respectively shall be considered within and protected and guarded by the Provisions of the Eighteenth, Nineteenth, Twentieth, Twenty-first, Twenty-second, and Twenty-third Sections of the said Act called "The Railway Clauses Consolidation Act, 1845," in the same or the like Manner as if the said Pipes, Watercourses, Reservoirs, and other Works belonged to a Company or Society instead of to an Individual or Individuals.

XCI. And

If Railway approach nearer than Twenty Yards of Schoolhouse at Lever Bridge, a new Schoolhouse to be erected by Company.

XCI. And be it enacted, That if the said Railway at any Point shall approach nearer to the Schoolhouse near *Lever Bridge* aforesaid, or any of the Buildings appurtenant thereto, than the Distance of Twenty Yards, the said Company shall, if required so to do by the Trustees or Owners for the Time being of the said School, build, under the Superintendence and to the Satisfaction of the said Trustees or Owners, a School and Master's House, and all other Offices appertaining thereto, of at least equal Value to and in every respect as good as those now erected, on such Site as shall be provided by the said Trustees or Owners; and in case such School shall be so required to be built the said Company shall be entitled to the Materials of the existing School.

Not to construct Railway near the Mills, &c. of J. and W. Gray without their Consent.

XCII. And whereas *John Gray* and *William Gray* are the Owners and Occupiers of certain Mills, Lands, and Buildings situate at *Darcy Lever*, through which the Line of the Railway as delineated on the Plans and Sections before referred to passes; be it enacted, That it shall not be lawful for the said Company, without the Consent of the said *John Gray* and *William Gray*, or the Owner or Owners for the Time being of the said Mills, Lands, and Buildings, to construct the said Railway nearer to the same Mills, Lands, and Buildings, or any of them, than the South-east End of *Lever Bridge*, delineated on the said Plans and therein numbered 1.

For the Protection of the Works of Messrs. Gray.

XCIII. And be it enacted, That the said Company shall not in or during the Construction or Progress of the said Railway or Works divert, obstruct, or in any way injure the Goits of the said *John Gray* and *William Gray* connected with their Works at *Darcy Lever*, and in the Plan and Book of Reference of the said Company referred to, under the Penalty of Fifty Pounds for each and every Day of the Occurrence of such Diversion, Obstruction, or Injury, to be paid to the said *John Gray* and *William Gray*, or other the Occupier or Occupiers of the said Works for the Time being, over and above the Damage actually sustained by such Diversion, Obstruction, or Injury, to be recovered in an Action or Actions of Debt, and such Damage to be also recoverable in an Action at Law or on the Case in One of Her Majesty's Superior Courts of Law; nor shall the said Company, in or during the Construction or Progress of the said Railway or Works, obstruct the carrying on of the said Works of the said *John Gray* and *William Gray*, under the like Penalty of Fifty Pounds for each and every Day of the Occurrence of such Obstruction, to be paid to the said *John Gray* and *William Gray* or other the Occupier or Occupiers for the Time being of the said Works, and to be recovered in manner last aforesaid.

Company not to deviate in the Lands of Colonel Coape.

XCIV. And be it enacted, That it shall not be lawful for the Company, in making the Railway or Works through the Closes of Land of Colonel *Henry Coape*, numbered 138 and 139 in the Plans deposited with the Clerk of the Peace as aforesaid, and situate in the Township of *Darcy Lever* aforesaid, to deviate beyond the Southern Boundary of the same Closes, without the Consent in Writing of the said *Henry Coape* or the Owner or Owners for the Time being of such Lands;

and that nothing in this Act contained shall extend or be construed to extend to authorize or enable the said Company to enter upon, purchase, take, use, or appropriate for any Purpose whatsoever more of the said Lands than Twenty Yards in Breadth, exclusive of what may be required for the Slopes of Embankments or Cuttings.

Company to make Bridge for Colonel Coape.

XCV. And be it enacted, That the said Company shall, in making the said Railway through such last-mentioned Closes numbered 138 and 139, at their own Expence, erect and build, and for ever afterwards maintain, in such Situations as the said *Henry Coape*, or the Owner or Owners for the Time being of the same Closes, shall at any Time during the Construction of the Railway direct, over and across the said Railway, One good and substantial Bridge of Brick, Stone, or Iron, with Battlements of not less than Four Feet high from the Roadway of the said Bridge, and such Bridge to be of not less than Six Yards wide between the Battlements thereof, and also One level Crossing fit for the Passage of Carts, for the Use of the said *Henry Coape*, or the Owner and Owners of the said Closes, and his and their Tenants, Occupiers, and Servants for the Time being, and also proper Approaches to such Bridge and level Crossing respectively, to be approved of by the said *Henry Coape*, or the Owner or Owners for the Time being of the said Closes, such Approaches not to exceed in Rise or Inclination One in Twenty; provided that in the event of the Coals under the same Closes being hereafter gotten or raised in such Situation or Manner as to require to be conveyed across the said Railway, the said Company shall and may and they are hereby required, at the Request of the said *Henry Coape*, or the Owner or Owners for the Time being of the same Closes, or at their own Option, to substitute for the said level Crossing a Bridge, with the proper Approaches, over the said Railway, of the same Dimensions and Construction as the said Bridge lastly herein-before provided to be made.

Another Crossing to be provided for Colonel Coape.

XCVI. And be it enacted, That in making the said Railway through the other Part of the Lands in *Darcy Lever* aforesaid, of the said *Henry Coape*, to the Eastward of the said last-mentioned Closes, through which the said Company shall make and carry the said Railway by means of Embankment, the said Company shall at their own Expence make and complete, and at all Times thereafter maintain, in such Situation as the said *Henry Coape*, or the Owner or Owners for the Time being of the said Lands, shall at any Time during the Construction of the Railway direct, a level Crossing over and across the said Railway fit for the Passage of Carts, for the Use of the said *Henry Coape*, and the Owner and Owners of the said Lands and every Part thereof, and his and their Tenants, Occupiers, and Servants, for the Time being, and also proper Approaches to such last-mentioned level Crossing, to be approved of by the said *Henry Coape*, or the Owner or Owners for the Time being of the said Closes, such Approaches not to exceed in Rise or Inclination One in Twenty, and good and sufficient Gates on each Side of the said Railway at the same level Crossing: Provided always, that the several Bridges and Crossings herein provided for the Accommodation of the Lands of the said

said *Henry Coape*, or the Owner or Owners for the Time being of the said Lands, shall be subject to the Provisions contained in the Railway Clauses Consolidation Act, 1845, with respect to Works for the Accommodation of Lands adjoining the Railway, in the same or the like Manner as if such Bridges and Crossings were formed under the said Provisions.

Junction with Manchester, Bury, and Rossendale Railway to be under Superintendence of their Engineer.

XCVII. And be it enacted, That the Junction of the Railway hereby authorized with the *Manchester, Bury, and Rossendale* Railway, and all the Openings in the Ledges or Flanches of the *Manchester, Bury, and Rossendale* Railway that may be necessary or convenient for effecting such Junction, shall be made under the Direction and Superintendence of the Engineer for the Time being of the said *Manchester, Bury, and Rossendale* Railway Company, at the Expence of the *Liverpool and Bury* Railway Company, and that the same shall for ever afterwards be maintained and kept in perfect Order and Repair, under the like Superintendence, by and at the Expence of the *Liverpool and Bury* Railway Company.

Protecting Rights of the Manchester, Bury, and Rossendale Railway Company.

XCVIII. Provided always, and be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, Privileges, or Authorities vested in the said *Manchester, Bury, and Rossendale* Railway Company, or to authorize the *Liverpool and Bury* Railway Company to divert the Line of the said Railway into any of the Lands numbered on the said deposited Plans, 19, 21, and 22, in the Township and Parish of *Bury*, or to purchase or take any of the Lands so numbered, other than so much thereof as may be required for the Slopes of the said Railway, or to take or purchase any other Lands required for the *Manchester, Bury, and Rossendale* Railway, or for any of the Sidings, Stations, or Works thereof, or shall extend to authorize the *Liverpool and Bury* Railway Company to alter or interfere with the *Manchester, Bury, and Rossendale* Railway, or any of the Sidings, Stations, or Works thereof, except so far and in such Manner as may be necessary for effecting the Junction hereby authorized to be made.

Provision as to Agreement with Liverpool, Ormskirk, and Preston Railway Company as to Portion of Line.

XCIX. And whereas a Company has for some Time been formed for the Purpose of making a Railway from *Liverpool* to *Preston*, with Branches therefrom, under the Name of the *Liverpool, Ormskirk, and Preston* Railway Company: And whereas the said Company have deposited Plans and Sections, showing the Line and Levels of the said Railway as now proposed, with the Clerk of the Peace of the County of *Lancaster*, with a view to an Application to Parliament in the present Session for an Act to authorize the Construction of such Railway, but such Application has proved unsuccessful, in consequence of the said Company having failed to comply with the Standing Orders of the Honourable the House of Commons in certain Particulars: And whereas the Line of Railway approaching the Town of *Liverpool*, and the Station at *Liverpool*, as defined upon the said Plans, were nearly identical with the Line of Railway and Station at *Liverpool* by this Act authorized, and an Agreement was entered into between the Promoters of such last-mentioned Railway, and the said *Liverpool, Ormskirk, and Preston* Railway Company, with reference to the Line

of Railway approaching the Town of *Liverpool* and the Station at *Liverpool*: And whereas it would be for the mutual Accommodation of the said Two Companies, and would tend to the Convenience of the Public, and the Prevention of Danger in the Use of the said Railway, if the said Agreement were carried into effect; be it therefore enacted, That the said Agreement shall be and remain binding upon the Company hereby incorporated until the Expiration of Eighteen Months after the passing of this Act, and that all the Powers and Authorities by this Act conferred on the said Company hereby incorporated shall be and be deemed and understood to be so conferred on the said Company subject in all respects to the said Agreement and the Provisions thereof, and to all such Parliamentary Provisions as shall within the Period aforesaid be made in reference thereto; provided that in case any Doubt or Dispute shall arise between the Company hereby incorporated and the said Promoters of the said intended Railways touching the Construction or Intent of the said Agreement, or the Mode of carrying the same into effect, or the Terms, Restrictions, Right, Privileges, or Conditions which it may be expedient or desirable to impose or confer upon either Party, or the Terms or Mode on which common Portions of the said Railway, or Division and Appropriation of the Stations, shall be formed and made, or touching any other Matter or Thing relating to or arising out of the said Agreement, or the Mode of carrying the same into effect, any such Doubt or Dispute shall be referred and made subject to the Award and Determination of the Lords of the Committee of Privy Council for Trade and Plantations, whose Decision on the Matter or Matters from Time to Time referred respectively, shall be final and conclusive between both Parties.

Power to lease the Railway.

C. And be it enacted, That it shall be lawful for the Company, with the Approbation of Two Thirds of the Votes of the Proprietors present, either personally or by Proxy, at an Extraordinary Meeting of the Company specially convened for the Purpose, to lease the Railways, Branch Railways, or other Works by this Act authorized to be made, or any of them, or any Part or Parts thereof respectively, for such Consideration or annual Rent as they shall think proper, to any Company or Person whose Railway shall unite with the Railway hereby authorized, for any Term which shall be agreed upon.

Disputes with other Companies to be referred to the Board of Trade.

CI. And be it enacted, That if any Dispute or Difference shall arise between the Company and any other Companies using the Railway, concerning the Tolls to be charged for the Use thereof, or concerning the Time and Method of forwarding the Traffic thereon, or concerning any other Cause, Matter, or Thing wherein the Convenience of the Public or the Interest of the said Companies may be concerned, such Dispute or Difference shall, at the Request of either Party, be referred to the Lords of the Committee of Privy Council for Trade, or to such Person or Persons as shall be for that Purpose appointed by the said Committee, whose Decision thereon shall be final.

Revision of Tolls under 7 & 8 Vict.

CII. And be it enacted, That the Provisions of an Act passed in the Seventh and Eighth Years of Her Majesty's Reign, intituled *An Act*

c. 85. may take place at any Time after Profits equal or exceed 10*l.* per Cent.

Act to attach certain Conditious to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Session of Parliament, and for other Purposes in relation to Railways, so far as such Provisions relates to the Revision of the Scale of Tolls to be receivable under this Act, and the fixing a new Scale of Tolls, may be put in force with respect to the Railway hereby authorized at any Time after the clear annual Profits divisible upon the subscribed and paid-up Capital Stock of the Company upon the Average of Three Years next preceding the Revision of such Scale of Tolls pursuant to this Act shall equal or exceed the Rate of Ten Pounds for every One hundred Pounds of such paid-up Capital Stock:

Tolls not to be again revised, without Consent of Company, for 21 Years.

Provided nevertheless, that any revised Scale of Tolls which shall be adopted under the Provisions of the last-recited Act and this Act shall not again be revised, or such Guarantee as expressed in the last-recited Act withdrawn, otherwise than with the Consent of the Company, for the Period of Twenty-one Years from the Time when the revised Scale for the Time being shall come into operation.

Railway to be subject to the Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., and 7 & 8 Vict. c. 85.

CIII. 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 Railway;* 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;* be it enacted, That nothing in this Act contained shall be held to exempt the Railway 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 Railway and Company so far as the same shall be applicable thereto.

Railway not to be exempt from Provisions of any future general Railway Act.

CIV. Provided always, and be it enacted, That nothing herein contained shall be deemed or construed to exempt the said Railway by this Act authorized to be made from the Provisions of any general Act relating to this Act, or of any general Act relating to Railways, which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Public Act.

CV. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

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