ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. ccxc.

An Act to authorize the Construction of a Railway in the Borough of *Liverpool*, to be called "The *Liverpool Central Station* Railway;" and for other Purposes. [29th *July* 1864.]

WHEREAS the *Manchester, Sheffield, and Lincolnshire* Railway Company and the *Great Northern* Railway Company were authorized by "The *Garston and Liverpool* Railway Act, 1861," jointly to construct a Railway from the *Saint Helen's* Railway at *Garston* to near the *Brunswick* Dock at *Liverpool*, to be called "the *Garston and Liverpool* Railway:" And whereas by the said Act a Committee to be nominated as therein directed, to be called "the *Garston and Liverpool* Railway Committee," (in this Act called "the Committee,") was appointed for the Purposes of the said Act, and to the said Committee the Construction and Management of the said Railway when constructed was committed: And whereas the said Railway so authorized has been constructed: And whereas the Construction of a Railway from the said *Garston and Liverpool* Railway near *Egerton Street* in the Extra-parochial Place of *Toxteth Park* in the Borough of *Liverpool* in the County of *Lancaster*, to near *Ranelagh Street* and *Lawton Street* in the Parish and Borough of *Liverpool*, would be of public and local Advantage: And whereas the

24 & 25 Vict. c. xxxv.

the Persons herein-after named, together with other Persons, are willing to construct the said Railway, and it is expedient that they should be incorporated into a Company for the Purpose of carrying such Undertaking into execution: And whereas it is expedient that the Company so to be incorporated and the *Manchester, Sheffield, and Lincolnshire* Railway Company, the *Great Northern* Railway Company, and the Committee, or any One or more of them, should be empowered to make and carry into effect such Arrangements as are herein-after provided with respect to the Railway and Works by this Act authorized to be constructed: And whereas the several Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

1. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and Part I. relating to "Construction of a Railway," and Part III. relating to "Working Agreements" of "The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act, and in construing those Acts in connexion with this Act; and in construing this Act the Expressions "Superior Courts" and "Courts of competent Jurisdiction," or any other like Expression in this Act, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Construction of certain Terms.

Interpretation of Terms.

2. The Expression "the Corporation" in this Act means the Mayor, Aldermen, and Burgesses of the Borough of *Liverpool*, and the Expression "the Borough" means the Borough of *Liverpool*.

Short Title.

3. This Act may be cited for any Purpose as "The *Liverpool Central Station* Railway Act, 1864."

Incorporation of Company.

4. *Laurence Heyworth* the younger, *Brinsley De Courcy Nixon*, *Archibald Park*, *Edmund Reeves*, 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 and maintaining the Railway and Works herein-after described, with proper Works and Conveniences in connexion therewith, according to the Provisions of this Act, and for other the Purposes herein and in the said incorporated Acts mentioned, and for the Purposes aforesaid shall be incorporated by the Name of "The

Liverpool

Liverpool Central Station Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, subject to the Restrictions herein and in the said incorporated Acts contained.

Capital.

5. The Capital of the Company shall be Five hundred thousand Pounds, and shall be divided into Fifty thousand Shares of Ten Pounds each.

One Fifth Part of the Shares not to issue until One Fifth paid up.

6. It shall not be lawful for the Company to issue any Shares, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Calls.

7. One Fourth of the Share shall be the greatest Amount of any One Call which the Company may make on any Share created by them under the Powers of this Act, and Three Fourths of the Share shall be the utmost aggregate Amount of Calls made in any One Year upon any Share, and Two Months at least shall be the Interval between successive Calls.

Power to borrow on Mortgage.

8. It shall be lawful for the Company to borrow on Mortgage any Sum not exceeding in the whole One hundred and sixty-six thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Five hundred thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up, and until the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," (before he so certifies,) that the whole of the said Capital of Five hundred thousand Pounds has been subscribed for *bonâ fide* and issued, and that not less than One Fifth of the Amount of each Share has been paid on Issue of the same, and that such Shares are held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence).

Arrears may be enforced by Appointment of a Receiver.

9. It shall be lawful for the Mortgagees of the Company to enforce the Payment of 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 a Receiver in the event of the Principal Money due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than Three thousand Pounds in the whole.

10. All

Application of Monies.

10. All Monies raised under the Powers of this Act, either by Shares or by borrowing, shall be applied in carrying out the Purposes of this Act only, and for no other Purpose.

Interest or Dividend not to be paid on Calls paid up.

11. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

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

First Ordinary Meeting.

13. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act.

Newspapers for Advertisements.

14. The Newspaper for Advertisements shall be any Newspaper published in the County of *Lancaster*.

Number and Qualification of Directors.

15. The Number of Directors of the Company shall be Six, and the Qualification of a Director shall be the Possession in his own Right of Shares or Stock in the Undertaking of the aggregate nominal Value of Five hundred Pounds.

Quorum of Directors.

16. The Quorum of a Meeting of Directors shall be Three.

First Directors.

17. *Laurence Heyworth* the younger, *Archibald Park*, *Edmund Reeves*, *Alexander Shand*, *Charles Turner*, and *Edward William Watkin* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting of the Company.

Provision for Directors retiring and future Elections.

18. At the First Ordinary Meeting of the Company the Shareholders present, personally or by proxy, may continue in Office the First Directors or any of them, or may elect a new Body of Directors, or Directors to act either in the Room or along with such of the First Directors as may be so re-elected, the First Directors being eligible for

for Re-election; and at the First Ordinary Meeting to be held in the Year One thousand eight hundred and sixty-five, and at the First Ordinary Meeting in every subsequent Year, the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue Directors until others are elected in their Stead, as in that Act mentioned.

Power to make Railway, &c. according to deposited Plans.

19. Whereas Plans and Sections of the proposed Railway and Works showing the Lines and Levels thereof, and also a Book of Reference thereto containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands through which the same are intended to pass, or which may be required for the Purposes of the Undertaking, have been deposited with the Clerk of the Peace for the County of *Lancaster*: Therefore, subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts contained, the Company may make and maintain the Railway herein-after described, and the Works connected therewith, in the Line and upon the Lands delineated upon the said Plans and described in the said Book of Reference, and according to the Levels described in the said Sections, and may enter upon, take, and use such of the said Lands as shall be deemed necessary for the Purposes thereof.

Lines of Railway.

20. The Railway and Works by this Act authorized are as follows:

A Railway to commence in the Extra-parochial Place of *Toxteth Park* in the Borough of *Liverpool*, by a Junction with the Railway authorized by "The *Garston and Liverpool* Railway Act, 1861," at or near *Egerton Street*, and to terminate in the Parish and Borough of *Liverpool* aforesaid, near where *Lawton Street* abuts on *Ranelagh Street*, all in the County of *Lancaster*.

Discontinuance and Appropriation of Parts of Lawton Street.

21. The Company may, at such Time as they think fit, stop up and discontinue as a public Thoroughfare as much of *Lawton Street* in the Borough of *Liverpool* as lies between *Ranelagh Street* and the South End of *Fairclough Street*, and may appropriate the Site thereof to the Purposes of this Act.

Lands for extraordinary Purposes.

22. The Company may purchase by Agreement, and not compulsorily, for extraordinary Purposes, as defined in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land not exceeding Two Acres.

Powers for compulsory Purchases limited.

23. 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.

Limiting Time for Exercise of other Powers.

24. Upon the Expiration of Five Years from the passing of this Act, all the Powers hereby granted to the Company for making the Railways and Works hereby authorized, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as shall then be completed.

Regulation as to Construction of Works, &c. within the Borough of Liverpool.

25. In constructing within the Borough the Railway and Works by this Act authorized, the Company shall conform to and observe the following Provisions, Regulations, and Restrictions; (that is to say,)

They shall not, without the previous Consent of the Corporation, expressed in Writing under the Hand of the Mayor or Town Clerk of the Borough, stop up, appropriate, or acquire any Part of the following Streets; (that is to say,) *Saint Luke's Place*, *Heathfield Street*, *Newington*, *Lawton Street* (except so much thereof as lies between *Fairclough Street* and *Ranelagh Street*), *Bold Street*, the Passage East of the Savings Bank in continuation of *Colquitt Street*, *Ranelagh Street*, *Renshaw Street*, *Cropper Street*, *Fairclough Street*, *Back Bold Street*, *Rotunda Place*, *Parliament Street*, *Stanhope Street*, *Saint James' Place*, *Back Berry Street*; they shall carry the Street called *Newington* over the Railway by means of a Bridge of the full Width of the existing Street, including the Footpaths:

They shall construct across the Railway Two Bridges for Foot Passengers, such Bridges respectively to be of not less than Six Feet in Width between the Parapets, one of such Bridges to be in the Line of *Heathfield Street* from *Renshaw Street* to *Bold Street*, and the other of such Bridges to be in the Line of the Passage from *Bold Street* to *Renshaw Street* East of the Savings Bank:

They shall not, without the Consent in Writing of the Corporation, signified in manner aforesaid, construct in any Street any Shaft, Eye, or other Work whereby the Traffic along any such Street shall be stopped or impeded, nor shall they otherwise impede the Traffic along any Street except with such Consent as aforesaid:

They shall construct all such Bridges and Works as before mentioned to the Satisfaction of the Engineer of the Borough, and shall to the like Satisfaction from Time to Time repair, maintain, and uphold the same:

They shall, as and when required by the Corporation, signified in Writing as aforesaid, remove any Shaft, Eye, or other Works which may with the Consent of the Corporation have been constructed in any Street, and well and effectually restore the Surface of such Street:

Where any Station in the Borough, constructed or provided under the Authority of this Act, abuts on a public Street or Road, such Station shall be so arranged that a Space of not less than Ten Feet in Width shall be left between the Boundaries of the Street or Road and the Station for the whole Length thereof, upon which Space Carts or other Vehicles, either bringing Goods or Passengers to be conveyed by the Railway, or waiting to convey Goods or Passengers from the Railway, shall stand, so as to prevent as far as practicable Obstruction to the free Passage along such public Street or Road:

Access to or Exit from any Station to be constructed or provided under the Authority of this Act, opening into *Bold Street*, shall be used for Foot Passengers only, and not for Carriages, Carts, or Vehicles of any Description going to or coming from such Station:

Wherever it may be necessary to interrupt or interfere with any existing Sewer or Drain, they shall, before interrupting or interfering with such existing Sewer or Drain, construct, according to a Plan to be approved by the Corporation, another Sewer or Drain in lieu of and of equal Capacity with the Sewer or Drain so proposed to be interrupted or interfered with; and such new or substituted Sewer shall be connected by and at the Expense of the Company with any existing Sewers or Drains which may be interrupted or interfered with, and in such Manner as shall be approved by the Corporation:

If by reason of the Construction of the Railway and Works by this Act authorized, any increased Length of Sewers or Drains shall become necessary, the same shall be constructed by and at the Expense of the Company upon such Plan and in such Manner as shall be approved by the Corporation:

If by reason of the Construction of the Railway and Works by this Act authorized, the Corporation shall at any Time necessarily incur any Cost in altering any existing Sewer or Drain, the Company shall repay to the Corporation such additional Cost, and the same may be recovered in default of Payment in any Court of competent Jurisdiction:

The Corporation may from Time to Time make or cause to be made Sewers and Drains along the Line of the Railway, in such Position, in such Manner, and subject to such Terms and Conditions as may from Time to Time be agreed upon between the Borough Engineer and the Engineer of the Company, or, in case of Difference, shall be settled by an Engineer to be appointed on the Request of either Party by the President for the Time being of the Institution of Civil Engineers, and the Corporation, their Officers, Servants, and Workmen shall at all Times have free Access to such Sewers and Drains for the Purpose of inspecting, maintaining, repairing, renewing, or cleansing the same.

Certain Provisions of 8 & 9 Vict. c. 20. to apply to Mains and Pipes of the Corporation of Liverpool.

26. The Provisions of "The Railways Clauses Consolidation Act, 1845," contained in the Sections of that Act, Eighteen to Twenty-three inclusive, shall apply to the Mains and Pipes, Watercourses and Waterpipes, of the Corporation; and wherever in those Sections the Words "Company" or "Society" are used, the same shall, for all the Purposes of this Act, be held to extend to and include the Corporation.

As to Execution of Railway and Works over Tunnel of London and North-western Company.

27. The Railway, where the same will cross the *Wapping* Tunnel of the *London and North-western* Railway, shall be carried over such Tunnel according to Plans to be approved in Writing by and executed under the Superintendence and to the reasonable Satisfaction in all respects of the Chief Engineer for the Time being of the *London and North-western* Railway Company, and at the Expense of the Company; and such Railway, and the Works connected therewith, shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *London and North-western* Railway through the said Tunnel, or the working of the Traffic thereon; and the Railway shall be so carried over the said Tunnel, according to the centre Line thereof shown on the said deposited Plans, by means of sufficient horizontal Iron Girders, with Brick or Stone Abutments for carrying the same, leaving, however, a clear Width of Twenty-four Feet and a clear Height of Eighteen Feet for the whole Width from the existing Rails by the under Side of the Girders.

Provision in case further Works are required.

28. If it shall at any Time appear to such Engineer of the *London and North-western* Railway Company that any further or other Works or Appliances are required to prevent Injury happening to the said Tunnel, owing to or in consequence of the Railway being carried over the same, the Company will immediately on being thereunto required, in Writing under the Hand of such Engineer, make and execute the same at their Expense.

Maintenance of Works.

29. The Company shall at all Times maintain the Girders and other Works by which the Railway shall be carried over the said Tunnel, and also any further or other Works which may be so required, in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of such Engineer of the *London and North-western* Railway Company; and if and whenever the Company fail to do so, the *London and North-western* Railway Company may make or do in and upon as well the Lands of the Company as their own Lands, all such Works and Things as the *London and North-western* Railway Company may reasonably think requisite in that Behalf, and the Sum from Time to Time certified by such Engineer to be the reasonable Amount of their Expenditure in that Behalf

Behalf shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered with Costs by the *London and North-western* Railway Company from the Company in any Court of competent Jurisdiction.

Restricting Interference with the Lands of the London and North-western Company.

30. The Company shall not, without in every Case the previous Consent of the *London and North-western* Railway Company, in Writing under their Common Seal, take, use, enter upon, or interfere with any of the Lands from Time to Time belonging to or in the Possession or under the Power of the *London and North-western* Railway Company, except only so far as shall be necessary for the Purpose of making and maintaining the Works by which the Railway is, according to this Act, to be carried over the said Tunnel.

Company to acquire Easements only on Lands of London and North-western Company.

31. With respect to any Land of the *London and North-western* Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the *London and North-western* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same.

Indemnity to London and North-western Company.

32. The Company shall at all Times save harmless and keep indemnified the *London and North-western* Railway Company from and against all Claims, Losses, Liabilities, Costs, and Expenses which the *London and North-western* Railway Company may sustain or be put unto by reason of Lands, Buildings, or Property over the said Tunnel being injuriously affected, or in any Manner damaged, injured, or deteriorated by the Construction of such Tunnel; and if by or by reason or in execution of any of the Works by this Act authorized, or by reason of the Mode of Construction, or of the bad State of Repairs of any such Works or of any of the Works of the Railway, or by any Act or Omission of the Company, or of any of their Agents or Servants, it shall happen that the said Tunnel shall be injured, the Company will immediately thereupon, at their Expense, in all Things make good all such Injury, according to Plans and Particulars to be submitted and approved as aforesaid; and if in any of the Events or from any of the Causes last mentioned the free Use of such Tunnel by the *London and North-western* Company shall be impeded or obstructed, the Company shall pay to the *London and North-western* Railway Company, as or by way of ascertained Damages, the Sum of Five hundred Pounds for every Twenty-four Hours during which any such Impediment or Obstruction shall continue, and so in proportion for any less Period than Twenty-four Hours, and in default of

Payment of any such Sum, or any such Losses, Liabilities, Costs, or Expenses, on Demand made on the Company, the *London and North-western* Railway Company may recover the same with full Costs in any Court of competent Jurisdiction.

For the Protection of the Liverpool United Gas Company.

33. Notwithstanding anything in this Act or in any Act incorporated therewith contained, the Company shall not take and enter upon, nor in any way interfere with, the several Parcels of Land situate in and near to *Newington* and *Heathfield Street* in *Liverpool*, constituting the Lands, Buildings, Works, and Premises of the *Liverpool United* Gaslight Company, or either of them, or any Part thereof (without the Consent of the said Gaslight Company), until after the Expiration of Two Years from the Time of due Service by the Company of Notice to the said Gaslight Company to treat for the Purchase of the said Lands, Buildings, Works, and Premises, and any such Notice to treat which may be so given shall include the whole of the said Lands, Buildings, Works, and Premises, and all the Machinery fixed to the Premises, Fittings, and fixed Apparatus in and upon the same.

Security for Completion of Railway within Time limited.

34. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, Exchequer Bills to the Amount of Forty thousand Pounds, being Eight *per Centum* upon Five hundred thousand Pounds, the estimated Expense of the Railway authorized by this Act, have been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Exchequer Bills so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the said Company shall, previously to the Expiration of the Period by this Act limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if that Period shall expire before the Company shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Board of Trade, the said Exchequer Bills so deposited as aforesaid, and the Interest or Dividends thereof, shall immediately

immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Forty thousand Pounds shall have been executed by the said Company, with One or more Surety or Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Forty thousand Pounds if the said Company shall not, within the Period limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then the said Exchequer Bills so deposited, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Exchequer Bills, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Board of Trade that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

35. It shall be lawful for the Company to levy and demand Rates, Tolls, and Duties for the User of the Railway, not exceeding the following; (that is to say,)

Tonnage for Goods, &c.

In respect of the Tonnage of all Articles conveyed upon the Railway, or any Part thereof, as follows:

For all Coals, Coke, Ironstone, Iron Ore, Pig Iron, Rod Iron, Bar Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and Rolled Iron, Limestone, Lime, Bricks, Salt, Sand, Fireclay, Cinders,

Cinders, Slag, and Stone, *per* Ton not exceeding Eightpence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton not exceeding Twopence:

For all Dung, Compost, and all Sorts of Manure, and for all undressed Materials for the Repair of public Roads or Highways, and for heavy Castings, including Railway Chairs, and for all Culm, Charcoal, and all Stones for building, pitching, and paving, all Tiles, Slates, and Clay (except Fireclay), Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Castings, and for all Cotton and other Wools, Drugs, Manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, *per* Ton not exceeding One Shilling; and if conveyed in Carriages belonging to the Company, an additional Sum not exceeding Threepence:

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 not belonging to the Company, not exceeding One Shilling and Fourpence; and a Sum of Fourpence for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

Tolls for Passengers and Animals.

In respect of Passengers and Animals conveyed in Carriages on the Railway, as follows:

For any Person conveyed in or upon any such Carriage, any Sum not exceeding Eightpence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny:

For every Horse, Mule, or other Beast of Draught or Burden, not exceeding One Shilling; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding Fourpence.

Tolls for propelling Power.

36. The Toll which the Company may demand for the Use of Engines or other Power for propelling Carriages on the Railway shall not exceed One Third of the Sum herein-before allowed for the User of the Railway for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations as to the Tolls.

37. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

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

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, and so in proportion for any smaller Quantity.

Tolls for small Parcels and single Articles of great Weight.

38. And with respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels the Company may demand any Sum which they think fit, not exceeding the Rates following:

Not exceeding in Weight Seven Pounds, Threepence; exceeding Seven and not exceeding Fourteen Pounds, Fourpence; exceeding Fourteen and not exceeding Twenty-eight Pounds, Sevenpence; exceeding Twenty-eight and not exceeding Fifty-six Pounds, Ninepence; exceeding Fifty-six and not exceeding Five hundred Pounds, such Sum as they think proper:

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 such Sum as they think fit not exceeding Five Shillings *per* Ton:

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

Passengers Luggage.

39. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty 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.

Maximum Rate of Charges for Passengers.

40. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the said Railway, including the Tolls for the Use of the Railway and of Stations and of Carriages, and

and for locomotive Power, and for every other Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Passenger conveyed in or upon a First-class Carriage the Sum of One Shilling:

For every Passenger conveyed in or upon a Second-class Carriage the Sum of Ninepence:

For every Passenger conveyed in or upon a Third-class Carriage the Sum of Sixpence.

Maximum Rate of Charges for Cattle, &c.

41. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rates of Charge to be made upon the Railway by the Company, including the Tolls for the User of the Railway and Waggons or Trucks, and locomotive Power, and every Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Horse or other Beast of Draught or Burden before classed with Horses the Sum of One Shilling and Sixpence:

For every Carriage the Sum of Two Shillings:

For Coals, Coke, Ironstone, and other Articles herein-before classed therewith the Sum of One Shilling *per* Ton:

For Manure, Culm, Cotton, and other Articles herein-before classed therewith the Sum of One Shilling and Sixpence *per* Ton.

Restrictions as to Charges not to apply to Special Trains.

42. The Restriction as to Charges to be made for Passengers shall not extend to any Special Train that may be required to be run upon the said Railway, but shall apply to every Express and Ordinary Train appointed or to be appointed from Time to Time by the said Company for the Conveyance of Passengers and Goods upon the Railway.

Company may take increased Charges by Agreement.

43. Nothing herein contained shall be held to prevent the Company from taking any increased Charge over and above the Charges herein-before limited for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the said Company in relation thereto.

Company not bound to carry Manure, &c.

44. Nothing herein contained shall render it compulsory on the Company to carry on their Railway any Night Soil, Dung, Manure, Compost, or other offensive Matter.

Tolls may be taken by other Companies sub-

45. If under the Provisions herein-after contained, or any Contract or Agreement authorized or confirmed by this Act, the Company agree with any other Company for the Use by any such other Company

pany of the Railway, then and in such Case Tolls and Charges not exceeding such as are authorized by this Act may be demanded and taken by such other Company for the Use of the Railway, in accordance with the Terms and Stipulations of any such Contract or Agreement; and such Tolls and Charges, or any agreed proportionate Part thereof, shall be paid over to the Company, or be retained by such other Company for their own Use or Benefit, subject to such Deductions, Payments, or Liabilities as may be provided for in any such Contract or Agreement so authorized or confirmed. ject to Working Agreement.

46. The Company and the *Manchester, Sheffield, and Lincolnshire* Railway Company, the *Great Northern* Railway Company, and the Committee, and any Two or more of them, may from Time to Time enter into and carry into effect Contracts with respect to the following Purposes, or any of them, and all incidental Matters; (that is to say,) Power to enter into Traffic Arrangements.

The Maintenance, Repair, and Management by the *Manchester, Sheffield, and Lincolnshire* Railway Company, the *Great Northern* Railway Company, and the Committee, or any One or more of them, of all or any Part of the Railway of the Company, and of the Works and Conveniences belonging thereto or connected therewith:

The Use and Working of all or any Part of the Railway of the Company, and the Collection, Conveyance, and Delivery by the *Manchester, Sheffield, and Lincolnshire* Railway Company, the *Great Northern* Railway Company, and the Committee, or any One or more of them, of the whole or any Part of the Traffic upon the Railway, and the Supply of any Rolling or Working Stock and Servants required for such Purposes, and the Costs and Expenses of such Working, Management, Maintenance, and Repairs:

The fixing, collecting, taking, apportioning, and levying of the Tolls, Rates, Charges, Receipts, and Revenues levied, taken, or arising upon and the Division between the contracting Companies of the Receipts arising from the Traffic upon the Railway, or any Part thereof, subject to any Deductions to be made therefrom, or any Rent or other Consideration to be paid by either of the contracting Companies to the other of them by virtue of the Contract:

And any such Contract may be made for the same Period of Time with reference to all the Purposes of the Contract, or for different Periods with reference to different Purposes.

47. Nothing herein contained shall be deemed or construed to exempt the Railways from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the Railway not exempt from Provisions of present and future General Acts.

the present or any future Session, or any future Revision or Alteration under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Tolls for small Parcels, authorized by this Act.

Expenses of Act.

48. The Costs, Charges, and Expenses of obtaining and passing this Act, and in any way preparatory or incidental thereto, shall be paid by the Company.

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