CHAPTER clxxxii.

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An Act for empowering the London and North-western Railway Company to make new railways, and widen portions of existing railways, and execute other works, and to acquire additional lands in the counties of Buckingham, Warwick, Chester, and Lancaster; and for other purposes.

[22d July 1878.]

WHEREAS it is expedient that the London and North-western Railway Company (in this Act called the Company) should be empowered to make the new railways and widenings of railways and works by this Act authorised, and to acquire for the purposes of the works by this Act authorised, and for other purposes connected therewith, the lands and buildings in this Act also mentioned, and to raise further capital for those purposes:

And whereas plans and sections showing the respective lines and levels of the new railways, widenings of railways, and other works by this Act authorised, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the clerks of the peace for the several counties within which those works will be constructed and those lands are situate, which plans, sections, and books of reference are in this Act respectively referred to as the deposited plans, sections, and books of reference:

And whereas it is expedient that the agreement with reference to providing increased accommodation at the Glasson Dock in connexion with certain of the railways by this Act authorised, and otherwise in relation thereto, set forth in the Second Schedule to this Act, and made between the Company of the one part, and the commissioners and trustees acting in execution of the several Acts of Parliament relating to the navigation of the River Lune and the port of Lancaster (therein and herein-after in this Act called the Commissioners and Trustees of the port of Lancaster), of the other part, should be confirmed:

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And whereas the purposes of this Act 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,)

Short title.

1. This Act may be cited for all purposes as the London and North-western Railway (New Railways, &c.) Act, 1878.

Incorporation of general Acts.

2. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act; (that is to say,)

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869:

8 & 9 Vict. c. 18. 23 & 24 Vict. c. 106. 32 & 33 Vict. c. 18.

The Railways Clauses Consolidation Act, 1845, and Part I. (relating to construction of a railway) of the Railways Clauses Act, 1863:

8 & 9 Vict. c. 20. 26 & 27 Vict. c. 92. 8 & 9 Vict. c. 16.

The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters; (namely,)

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions, and the means of enforcing the payment of calls;

The forfeiture of shares for nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

The conversion of the borrowed money into capital;

The consolidation of shares into stock;

The general meetings of the Company;

The making of dividends;

The giving of notices;

The provision to be made for affording access to the special Act by all parties interested:

26 & 27 Vict. c. 118.

Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction:

The expression "the railway" or "the railways" means the new railways and widenings of railways by this Act authorised:

The expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly

or partially incorporated herewith, shall, for the purposes of this Act, be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Power to make railways and works according to deposited plans.

4. Subject to the provisions of this Act, the Company may make and maintain in the lines shown on the deposited plans, and according to the levels shown on the deposited sections, the new railways, widenings of railways, and other works herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith respectively, and may exercise the other powers herein-after mentioned, and may enter upon, take, and use such of the lands delineated on the deposited plans, and described in the deposited books of reference, as may be required for those purposes.

The railways, widenings, and other works and powers herein-before referred to and authorised by this Act to be made and exercised are—

Wolverton deviation railway.

(1.) The Wolverton deviation (one mile five furlongs six chains seventy links in length), commencing in the extra-parochial place of Bradwell Abbey, in the county of Buckingham, by a junction with the Company's authorised Bletchley, Northampton, and Rugby Railway, and terminating in the parish of Haversham, in the same county, by a junction with the said authorised railway;

And a short connecting railway (one furlong five chains nine links in length) in the parish of Wolverton, in the same county, between the said deviation railway and the Company's Newport Pagnell branch railway.

Works in connexion with Grand Junction Railway.

(2.) The new railway at Aston (seven furlongs five chains in length), to be situate wholly in the parish of Aston-juxta-Birmingham, in the county of Warwick, commencing by a junction with the Company's Grand Junction Railway south-east of the Aston passenger station on that railway, and terminating at the east end of Lord Street, Birmingham.

(3.) The widening, alteration, and improvement, and laying down of additional rails upon the under-mentioned portion of the Company's Grand Junction and Aston, Runcorn, and Ditton Railways, in the township of Aston-by-Sutton, in the parish of Runcorn, and the township of Dutton, in the parish of Great Budworth, all in the county of Chester; (that is to say,)

So much thereof as extends from the northern end of the Dutton viaduct on the first-mentioned railway to a point on

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the last-mentioned railway six hundred and sixty yards or thereabouts south-east of the bridge carrying the public road from Warrington to Aston over that railway.

Works in connexion with Garston and Warrington Railway.

(4.) The widening, alteration, and improvement, and laying down of additional rails upon the under-mentioned portion of the Company's Garston and Warrington Railway; (that is to say,)

So much thereof in the several parishes, townships, and extra-parochial or other places of Garston, Childwall, Allerton, Speke, Halewood, Ditton, Widnes, and Prescot, all in the county of Lancaster, as extends from a point thereon eight hundred yards or thereabouts west of the junction therewith of the Company's Edgehill and Garston Railway to a point on the said Garston and Warrington Railway seven hundred and forty yards or thereabouts west of the Widnes passenger station.

Blackbrook branch extension railway.

(5.) The Blackbrook branch extension (six furlongs in length), commencing in the township of Parr, in the parish of Prescot, in the county of Lancaster, by a junction with the Company's Blackbrook branch railway, and terminating in the same township and parish by a junction with the Lancashire Union Railway.

Glasson Dock railways.

(6.) The Glasson Dock railways (five miles five furlongs two chains fifty-five links in length), to be situate wholly in the parish of Lancaster, in the county of Lancaster; (that is to say,)

No. 1 (seven furlongs five chains fifty links in length), commencing by a junction with the Company's Lancaster and Carlisle Railway at the Lancaster passenger station thereon, and terminating in Lancaster Marsh:

No. 2 (four miles two furlongs one chain seventy links in length) commencing in the township of Lancaster at the termination of railway No. 1, and terminating at or near the south-east corner of the Glasson Dock:

No. 3 (three furlongs three chains thirty-five links in length), commencing in Lancaster Marsh by a junction with Railway No. 1, and terminating on the Saint George's Quay on the River Lune.

Works in connexion with Stockport and Manchester Railway.

(7.) The widening, alteration, and improvement, and laying down of additional rails upon the under-mentioned portions of the Company's Stockport and Manchester Railway; (that is to say,)

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(*a.*) So much thereof in the parish and townships of Manchester, Heaton-Norris, Levenshulme, Rusholme, Newton, and Gorton, in the county of Lancaster, as extends from a point thereon three hundred and seventy yards or thereabouts north-west of the junction between that railway and the Company's Stockport and Guide Bridge Railway to another point thereon two hundred and ten yards or thereabouts north-west of the Longsight station on the first-mentioned railway:

(*b.*) So much thereof (including the lines of rails and sidings within the London Road station at Manchester) in the said township and parish of Manchester as extends from the western end of the said station to a point on the said Stockport and Manchester Railway twenty yards or thereabouts south-east of the bridge carrying that railway over Fairfield Street.

And the making of such alterations in the Manchester, South Junction, and Altrincham Railway as may be necessary for effecting that widening, alteration, and laying down of additional rails on the last-mentioned portion of the said Stockport and Manchester Railway.

Works in connexion with Bolton and Kenyon Railway.

(8.) The widening, alteration, and improvement, and laying down of additional rails upon

So much of the Company's Bolton and Kenyon Railway in the township of Atherton, in the parishes of Leigh and Dean, in the county of Lancaster, as extends from a point on that railway two hundred and fifty yards or thereabouts north of the Atherton passenger station thereon to a point on the same railway six hundred and twenty yards or thereabouts south of the Chequerbent passenger station thereon.

(9.) The Bolton and Kenyon Railway Deviation, No. 1, (one mile one chain in length,) to be wholly situate in the said parish of Dean, commencing by a junction with the said Bolton and Kenyon Railway at a point thereon six hundred and twenty yards or thereabouts south of the said Chequerbent passenger station, and terminating by a junction with the same railway at a point thereon one thousand two hundred yards or thereabouts north-east of the said station.

(10.) The widening, alteration, and improvement, and laying down of additional rails upon

So much of the said Bolton and Kenyon Railway in the said parish of Dean as extends from a point on that railway

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one thousand two hundred yards or thereabouts north-east of the said Chequerbent passenger station to a point on that railway five hundred yards or thereabouts west of the level crossing thereof at Daubhill by the public carriage-road from Bolton to Saint Helens.

(11.) The Bolton and Kenyon Railway Deviation (No. 2) (one mile two furlongs three chains fifty links in length), commencing in the said parish of Dean by a junction with the said Bolton and Kenyon Railway at a point thereon five hundred yards or thereabouts west of the level crossing thereof at Daubhill by the public carriage-road from Bolton to Saint Helens, and terminating in the parish of Bolton-le-Moors, in the county of Lancaster, by a junction with the Company's Little Hulton Extension Railway at the bridge carrying Rothwell Street over the last-mentioned railway.

Works in connexion with Liverpool and Manchester Railway.

(12.) The widening, alteration, and improvement of, and laying down of additional rails upon the under-mentioned portions of the Company's Liverpool and Manchester Railway; (that is to say,)

(*a.*) So much of that railway in the parishes of Liverpool and Walton-on-the-Hill, in the county of Lancaster, as extends from the point thereon where that railway passes, by means of the Lime Street tunnel, under Brownlow Street to a point on the same railway two hundred and fifty-five yards or thereabouts east of the booking office of the Edgehill passenger station thereon;

And the conversion into open cutting of so much of the said Lime Street tunnel as extends from Brownlow Street to the eastern end thereof, except so much thereof as carries the under-mentioned streets over the railway; (that is to say,) Brownlow Street, Back Brownlow Street, Brownlow Hill, Mount Pleasant, Bedford Street North, Peach Street, Back Peach Street, East Chatham Street, Jasper Street, Vine Street, Crown Street, Bamber Street, Mildred Street, Smithdown Lane, Mason Street, Highgate Street, Back Highgate Street, Kinglake Street, Overton Street, Harbord Street, Goulden Street, Woodside Street, Layland Street, Chatsworth Street, Edgeware Street, Uxbridge Street, Moorgate Street, and Tunnel Road; and, if needful, the taking down and reconstruction, by means of bridges or otherwise, of those portions of the said tunnel which pass under the said streets:

(*b.*) So much of the same railway in the parish of Eccles, in the same county, as extends from a point thereon sixty-

five yards or thereabouts east of the Barton-Moss station on that railway to another point thereon one hundred yards or thereabouts east of the junction of that railway with the Company's Eccles, Tyldesley, and Wigan Railway:

(*c.*) So much of the same railway in the parish of Manchester, in the same county, as extends from a point thereon east of and adjoining the bridge which carries that railway over Wilburn Street to a point on that railway in the Victoria station north-west of and opposite to the booking office at that station.

(13.) The acquisition, by compulsion or agreement, and the appropriation to the purposes of the Company's undertaking, of certain lands, houses, and buildings in the said township of Salford and parish of Manchester, lying on the south-east side of and partly adjoining the Company's Liverpool and Manchester Railway, and between that railway and Chapel Street, and between Chapel Street and the River Irwell; and the stopping up of the under-mentioned streets or highways in the said township, and the appropriation of the sites or portions of the sites thereof to the purposes of the Company's undertaking, (namely,) Yorkshire Street, Johnson's Yard, Storey Street, Harding Street, Briercliff Street, Palmer Street, Catcliff Street, Miller Street, Miller's Lane, King's Head Yard, Spread Eagle Yard, Albion Place, New Street, Barrow's Court, Ravald's Court, and Jackson's Square, and all or any (excepting Upper Booth Street) of the other roads, streets, footpaths, courts, alleys, or passages lying within the limits of the lands, houses, and buildings which may be so acquired.

(14.) The making of a new street in the said parish of Manchester, commencing at the junction of Victoria Bridge Street and Hunt's Bank, and terminating at a point sixty-five yards or thereabouts north of the junction of Greengate and Chapel Street, and the carrying of that new street over the River Irwell and over Chapel Street respectively by means of a bridge; and the said new street, when made and completed, shall from time to time and in perpetuity be repaired and maintained by the Company.

Tolls.

5. With respect to tolls and charges, and for all other purposes whatever, the new railways shall be part of the Company's undertaking, and the widenings and alterations of existing railways shall respectively be parts of the railways authorised to be widened and altered.

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Provided always, that the Company shall not demand any higher tolls, rates, and charges than the following ; (that is to say,)

In respect of the use of the Glasson Dock railways, the tolls, rates, and charges authorised by the Act (local and personal) seven and eight Victoria, chapter thirty-seven, entitled "An "Act for making a railway from the Lancaster and Preston "Junction Railway at Lancaster to or near the city of Carlisle," as amended by the Act (local and personal) eight and nine Victoria, chapter eighty-three, entitled "An Act to enable the "Lancaster and Carlisle Railway Company to alter the line of "such railway, and to make a branch therefrom, and for other "purposes relating thereto :"

In respect of the use of the other railways by this Act authorised, the tolls, rates, and charges authorised by the Act (local and personal) nine and ten Victoria, chapter two hundred and four, entitled "An Act to consolidate the London and Birmingham, "Grand Junction, and Manchester and Birmingham Railway "Companies."

Power to cross certain roads on the level.
8 & 9 Vict. c. 20.
26 & 27 Vict. c. 92.

6. Subject to the provisions in the Railways Clauses Consolidation, Act 1845, and in Part I. (relating to the construction of a railway) of the Railways Clauses Act, 1863, contained in reference to the crossing of roads on the level, the Company may, in the construction of the under-mentioned railways, carry the same with a single line only whilst the same shall consist of a single line, and afterwards with a double line only, across and on the level of the roads and railways next herein-after mentioned ; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.
	THE GLASSON DOCK RAILWAYS.	
9	Lancaster - - - -	Public road.
60	Lancaster - - - -	Public road.
75A	Lancaster - - - -	Public road.
97	Lancaster - - - -	Public road.

Inclination of a certain road.

7. In altering for the purposes of this Act the road next herein-after mentioned, the Company may make the same of any inclination not steeper than the inclination herein-after mentioned in connexion therewith ; (that is to say,)

No. on deposited Plan.	Parish.	Description of Roads.	Inclination.
	WORKS IN CONNEXION WITH THE BOLTON AND KENYON RAILWAY.		
164	Dean - -	Public road -	1 in 14 on one side.

Heights and spans of certain bridges.

8. The Company may make the arches of the bridges for carrying the under-mentioned railways over the roads next herein-after mentioned of any heights and spans not less than the heights and spans next herein-after mentioned in connexion therewith respectively; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
WORKS IN CONNEXION WITH THE STOCKPORT AND MANCHESTER RAILWAY.				
153	Manchester - -	Public road -	11 feet.	—
WORKS IN CONNEXION WITH THE LIVERPOOL AND MANCHESTER RAILWAY:				
18	Eccles - -	Public road -	- - -	15 feet.
61	Eccles - - -	Public road -	11 ft. 3 in.	15 feet.
66	Eccles - -	Public road -	9 ft. 9 in. -	18 ft. 3 in.

Provided always, that the Company shall construct the widening of the said bridge No. 153 of a span of not less than thirty-six feet on the square, and shall construct the abutments of the widened portion of that bridge of a depth sufficient to admit of the lowering of the roadway thereunder so as to obtain a headway of fifteen feet.

If the Dean and Canons of the College of Christ, Manchester, within twelve months from the passing of this Act, by notice in writing under their corporate seal, so require, the Company shall remove the existing bridge across the road numbered on the deposited plans 153 in the parish of Manchester, and shall replace such bridge by a girder bridge of one span uniform in height and width with the widened bridge across such road, and, as far as practicable, water-tight, and the said Dean and Canons shall, within two months after demand, pay to the Company the cost actually incurred by them in and about such removal and replacement of the bridge and lowering of the roadway, less the sum of three hundred pounds; and such cost, in default of payment, may be recovered by the Company, with full costs of suit, in any court of competent jurisdiction.

Owners may be required to sell parts only of certain lands and buildings.

9. And whereas, in the exercise by the Company of the powers of this Act, it may happen that portions only of the lands, buildings, or manufactories shown on the deposited plans will be sufficient for the purposes of the same, and that such portions may be severed from the remainder of the said properties without material detriment thereto:

Therefore, notwithstanding section 92 of the Lands Clauses Consolidation Act, 1845, the owners of and persons interested in the

8 & 9 Vict. c. 18.

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lands, buildings, or manufactories described in the First Schedule to this Act, and whereof parts only are required for the purposes of the Company, may, if such portions can, in the judgment of the jury, arbitrator, or other authority assessing or determining the compensation under that Act, be severed from the remainder of the said properties without material detriment thereto, be required to sell and convey to the Company the portions only of the premises so required, without the Company being obliged or compellable to purchase the whole or any greater portion thereof, the Company paying for the portions required by them, and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Notice to be given of taking houses of labouring classes.

10. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses; and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Company have made known their intention to take the same in manner herein-before required.

Company to procure accommodation for persons of labouring classes to be displaced.

11. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of any house which the Company are by this Act authorised to acquire, the Company shall (unless they and such person otherwise agree) procure sufficient accommodation elsewhere for such person; provided always, that if any question shall arise as to the sufficiency of such accommodation, the same shall be determined by a justice; and the Company may, for the purpose of providing such accommodation, appropriate any lands for the time being belonging to them, or which they have power to acquire, and may purchase lands by agreement, and may on any such lands erect labouring-class dwellings, and may let or otherwise dispose of such lands and buildings.

Power to grant easements, &c.

12. Persons empowered by the Lands Clauses Consolidation Acts to sell and convey or release lands may, if they think fit, subject to the provisions of those Acts and of this Act, grant to the Company any easement, right, or privilege required for the purposes of this Act in, over, or affecting lands; and the provisions of the Lands Clauses Consolidation Acts with respect to lands and rentcharges, as far as the same are applicable in this behalf, shall extend and

apply to such grants, easements, rights, and privileges as aforesaid respectively. A.D. 1878.

For protection of Grand Junction Canal.

13. Whereas the Wolverton deviation railway by this Act authorised is intended to be carried across the line of the Grand Junction Canal at a point in the parish of Wolverton, and for the purposes of that railway it is intended to raise the road numbered on the deposited plans 21 in the parish of Wolverton, and to take down and reconstruct the bridge which carries that road across the canal; and the short connecting railway between the deviation railway and the Newport Pagnell branch railway by this Act authorised is intended to be constructed in close proximity to the canal, and it is expedient that the following provisions should be made in relation to the proposed works: Be it therefore enacted as follows; that is to say,

(1.) Except as herein-after mentioned, nothing in this Act contained shall take away, diminish, or affect any of the rights, privileges, or powers vested in the Company of Proprietors of the Grand Junction Canal (herein-after referred to as "the Canal Company;") and the Company shall not (except as herein-after mentioned), without the consent of the Canal Company under their common seal, alter the line or level of the Grand Junction Canal (herein-after called "the canal"), or of the towing-path thereof, or obstruct or impede the navigation of the canal, or divert, intercept, cut off, take, use, or diminish any of the waters of or in the canal, or which may be taken for the use of or which supply the canal, or injure or interfere with any of the works of the canal, or, except for the limited purposes herein-after mentioned or as otherwise agreed, take or use any of the land belonging to the Canal Company in the parish of Wolverton, or any part of the canal, or of the towing-paths, locks, feeders, lay-byes, wharves, warehouses, banks, bridges, or other works connected with the canal, or any land belonging to the Canal Company; and the Company shall not, without such consent as aforesaid, make at the point of crossing the canal any deviation from the centre line of the Wolverton deviation railway as delineated on the deposited plans of more than fifteen yards, nor any deviation from the level of the same railway as delineated on the deposited sections which would lower such level; and nothing in this Act contained shall compel the Canal Company to convey the fee simple of the land belonging to them over which any works by this Act autho-

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rised are to be constructed to the Company, but the same shall remain vested in the Canal Company; subject, nevertheless, to the right of the Company and their successors for ever to construct and maintain the said deviation railway and works, and have, use, and possess such way and passage for the said railway as are hereby provided for, together with all rights and easements necessary for the due use and enjoyment of the same.

Construction of railway bridge over Grand Junction Canal.

(2.) For the purpose of carrying the Wolverton deviation railway over the canal the Company shall, unless otherwise agreed with the Canal Company, make and maintain a bridge of brick, stone, or iron, or any of those materials combined, over the canal and the towing-paths thereof; and no part of the underside of the bridge shall be less than ten feet clear above the weir level of the canal at the point where the said railway is carried over the canal; and the bridge shall (subject to the provisions herein-after contained) be constructed so as to be carried over the whole of the said canal and the towing-path thereof, and other property adjoining thereto, in which the Canal Company are interested, by a single span of not less than fifty feet, measured at right angles to the face of the abutments, so as to leave a clear, uniform, and uninterrupted opening over the same, and shall be of a width sufficient to carry five lines of rails: Provided always, that the Company shall not be required to make the bridge over such canal and towing-path and other property of a greater span than fifty feet, measured at right angles to the face of the said abutments, but (subject to that limitation) such abutments shall be placed in such positions as shall be determined by the engineer of the Canal Company.

Construction of road bridge over canal.

(3.) For the purpose of carrying the road numbered on the deposited plans 21 in the parish of Wolverton over the canal, the Company shall take down the existing bridge, and make and maintain in lieu thereof a bridge of brick, stone, or iron, or any of those materials combined, over the canal and the towing-path thereof; and no part of the soffit or underside of the bridge shall be less than ten feet clear above the weir level of the canal at the point where the road is carried over the said canal; and the bridge shall (subject to the provision herein-after contained) be constructed so as to be carried over the said canal and the towing-path thereof by a single span of fifty feet in width, measured at

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right angles to the face of the abutments, so as to leave a clear, uniform, and uninterrupted opening over the same, and the width of such bridge between the parapets shall not exceed thirty feet. The Company shall also remove the waterway walls now connected with the existing bridge, and build others (if necessary) in connexion with the abutments of the reconstructed bridge. Provided always, that the Company shall not be required to make the bridge over the canal and towing-path of a greater span than fifty feet, measured at right angles to the face of the said abutments, but (subject to that limitation) such abutments shall be placed in such position as shall be determined by the engineer of the Canal Company.

As to mode of construction of bridges and time for their completion.

(4.) The said bridges and works shall be carried on and completed in such manner as that no obstruction shall be caused to the steam vessels, boats, or barges navigating the canal, or the horses towing such boats or barges; and the Company shall not, during the progress of constructing the bridges and the works connected therewith, diminish the open and uninterrupted navigable waterway in the canal, including the width of the towing-path, to less than twenty feet, nor leave a clear headway above the level of the surface of such water and towing-path of less than eight feet. The said bridges and works connected therewith shall be constructed, and for ever thereafter maintained in good substantial repair, by the Company; and, so far as relates to all necessary precautions for the preservation of the canal and the towing-path thereof, the water in the canal, and the works connected with the canal, and of a free and uninterrupted passage along the canal and towing-path, the said bridges and all the works connected therewith, and all future repairs thereof that may be required from time to time, shall be constructed and performed according to plans and specifications to be submitted to, and to be subject to the reasonable approval of, the engineer for the time being of the Canal Company previously to the commencement of the works; and such works shall be commenced, carried on, and completed under the superintendence and to the reasonable satisfaction of such engineer; and in case, during the progress of either of the said bridges or of any of the works connected therewith, any damage shall be occasioned to the canal or towing-path or works thereof respectively, the Company shall, under such superintendence and to such reasonable

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satisfaction as aforesaid, restore the same to the same state and condition as before the happening of any such damage; and if the bridges, or either of them, or any of the works connected therewith, or any part thereof, shall be imperfectly constructed, or if at any time or times hereafter the bridges or either of them, or any part thereof, shall be out of repair, or if in sinking the foundations for the abutments of either of the bridges or the works connected therewith, or otherwise, any loss of water or any obstruction of the navigation of the said canal shall occur, and notice thereof in writing shall be given by any officer or agent of the Canal Company to the Company or their secretary, and the Company shall not, for the space of fourteen days after such notice shall have been given, or forthwith, if the nature of the case shall require it, sufficiently and effectually amend such construction, or repair such bridges or works, or prevent such loss of water, or remove such obstruction, (as the case may be,) under such superintendence and to such reasonable satisfaction as aforesaid, and complete the same with all reasonable expedition, it shall be lawful for the Canal Company from time to time to make good such construction, to perform such repairs, to prevent such loss of water, or to remove such obstruction, as the case may require; and the Company shall from time to time pay to the Canal Company within fourteen days after demand all the costs and expenses which may be incurred by them from time to time in and about the superintendence and the construction of all the hereinbefore mentioned works and repairs; and the said bridges, and all works connected therewith, shall be completed within the period of eighteen months from the day on which the same shall be commenced; and if the said bridges or either of them, and the works connected therewith, shall not be completed within that period, the Company shall forfeit and pay to the Canal Company, as and for liquidated damages, the sum of ten pounds for every day after the expiration of that period until the bridges or bridge which shall be so uncompleted, and the works connected therewith, shall be completed.

Penalty for causing loss of water or obstruction to the navigation of the canal.

(5.) If in the execution of any of the works by this Act authorised, or by reason or in consequence of any act, neglect, or omission of the Company, or of their agents, contractors, servants, or workmen, or if in sinking the foundations of the abutments of either of the said bridges, or in consequence of

any of the works when made, the water of the canal shall leak, escape, or run to waste from the canal, the Company shall pay to the Canal Company the sum of twenty shillings as and for liquidated damages for every reasonably estimated one thousand cubic feet of water which shall have leaked, escaped, or run to waste, and in the same proportion for any greater or less quantity; and if, by reason or in consequence of any of the circumstances or causes aforesaid, the navigation of the canal or of the passage along the towing-path thereof shall be obstructed and interrupted so that steam vessels, boats, or barges navigating the canal, or the horses towing such boats or barges shall be impeded in their passage, or shall not be able to pass uninterruptedly along the canal or towing-path, then and in any and every such case the Company shall pay to the Canal Company the sum of ten pounds as and for liquidated damages for every hour during which any and every such obstruction or interruption shall continue after notice thereof shall have been given by any officer or agent of the Canal Company to the Company or their secretary; but if any such obstruction or interruption shall continue for the space of more than seventy-two consecutive hours after such notice, or shall be caused by any wilful act, neglect, or otherwise, on the part of the Company, or of any of their agents, contractors, servants, or workmen, then and in every such case the Company shall pay to the Canal Company the sum of twenty pounds as and for liquidated damages for every hour during which such obstruction or interruption shall continue.

Canal Company and others not precluded from recovering further damages.

(6.) Nothing herein contained shall extend to prevent the Canal Company from recovering beyond the amount of such liquidated damages aforesaid, or to prevent any owner of steam vessels, boats, or barges, or any other person whomsoever using or navigating the canal, from recovering from the Company any special damage that may be sustained by them or any of them, or that they or any of them may be liable to pay or shall pay for or in consequence of the wilful acts, neglects, or defaults of the Company, their contractors, agents, servants, or workmen, or in consequence of the flowing or escape of the water out of the said canal, if the same shall be caused or happen by reason of the making or maintaining the works by this Act authorised; and the Canal Company and any such owner or other person are

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hereby authorised to sue for and recover such liquidated and special damages in any court of competent jurisdiction.

As to the short connecting railway.

(7.) Notwithstanding anything in this Act contained, the Company shall not, without the consent of the Canal Company under their common seal, enter upon, take, or use any part of the canal, or of the towing-path or other property of the Canal Company, for the purposes of the short connecting railway, but shall construct the same only so as not in any way to interfere with the said canal, or the towing-path or other works connected with the canal.

Streams, &c. of Birmingham Canal Company to be preserved.

14. Nothing herein contained shall authorise or empower the Company to take away or lessen any springs, brooks, streams, feeders, drains, waters, or watercourses which now are or heretofore have been taken for the use of the Birmingham Canal Navigations, or which the Company of Proprietors of the Birmingham Canal Navigations (herein-after called the Birmingham Canal Company) are by law empowered to take and make use of for the purposes of their canals, or any of them, or to prevent or interfere with any of such waters flowing into the said canals, or any of them, or into any feeder or reservoir of the Birmingham Canal Company, or to take away or obstruct or in any manner impede the free use of any communication already made between the water of the said canals, or any of them, and any steam engine, or to take away or prejudice the right of any person to make such communication pursuant to the provisions of the Acts of Parliament relating to the Birmingham Canal Navigations, or any of them.

Company not to obstruct formation of branches communicating with the Birmingham canals.

15. And whereas, under and by virtue of the Acts relating to the canals belonging to the Birmingham Canal Company, or some of them, certain powers are reserved to the owners of mines, works, and lands adjoining to the said canals, or some of them, or for the Birmingham Canal Company, at the request of such owners, to form cuts, canals, railways, tramways, or roads, not exceeding a certain length therein specified, in order to communicate with the said canals: And whereas the new railway at Aston by this Act authorised may intervene between the said canals and some of the mines, works, or lands of persons to whom such powers are reserved as aforesaid, and additional expense would be occasioned by the construction of bridges, viaducts, or aqueducts for the purposes of carrying such cuts, canals, railways, tramways, or roads over or under the said railway: Therefore, in the event of any such person being desirous to make or procure to be made any such cuts, canals, railways, tramways, or roads as aforesaid to communicate with the said canals, or any of them, the Company shall afford all requisite

and proper facilities for the formation thereof, where necessary, either over, under, or by the side of the said railway; and if any difference shall arise between the Company and any person so desirous to make or procure to be made any such cut, canal, railway, tramway, or road as aforesaid, or between the Company and the Birmingham Canal Company, either as to the mode of carrying the same over, under, or by the side of the said railway, or as to the place where the same should be so carried, or as to the facilities to be afforded by the Company for the purposes thereof, or as to the proportion of the costs, if any, of making and maintaining the same, to be borne by the Company, or as to the use thereof at any time thereafter by the owners, lessees, or other persons in the occupation thereof, such difference shall be settled by arbitration under the Railways Clauses Consolidation Act, 1845, but so that no arbitrator or umpire under any such arbitration shall have authority to award or order any work the formation whereof may interfere with the free passage along the railway.

Communications between the canals and certain lands not to be obstructed.

16. And whereas the new railway at Aston may also intervene between the said canals, or some of them, and lands on which steam engines may hereafter be erected, between which and the said canals communications for the passage or supply of water may require to be made: Therefore, if any such communications are hereafter so required to be made, the Company shall afford all requisite facilities for the purposes thereof by constructing, at the expense of the party applying for the same, or permitting to be constructed through, under, or over the said railway, such culverts, arches, pipes, tunnels, or other works as may be necessary; and in the event of any difference arising between the Company and the Birmingham Canal Company, or any other person, as to the nature and amount of the facilities so to be afforded by them, such difference shall in like manner be settled by arbitration under the Railways Clauses Consolidation Act, 1845. 8 & 9 Vict. c. 20.

For protection of Corporation of Birmingham.

17. In the execution of the works and exercise of the powers in the borough of Birmingham by this Act authorised, the following provisions for the protection of the mayor, aldermen, and burgesses of the borough of Birmingham (in this section called "the Corporation") shall have effect; that is to say,

(1.) The word "street" when used in this section shall include any street, road, highway, lane, bridge, passage, or place, and the footways thereof respectively:

(2.) The provisions of the Railways Clauses Consolidation Act, 1845, contained in the sections 18 to 23 inclusive, shall, 8 & 9 Vict. c. 20.

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subject to the provisions of this Act, extend and apply to the water and gas mains, pipes, and apparatus of the Corporation; and whenever 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:

(3.) The Company shall not break up any street, or interfere with any sewer, drain, or watercourse, or any gas or water main, pipe, or apparatus of the Corporation, until they shall have given to the town clerk three clear days notice in writing of their intention to commence the intended works, and a similar notice to the surveyor of the Corporation (herein-after called the borough surveyor), accompanied by plans and sections and other necessary particulars, showing the works proposed to be executed by the Company, so far as they affect the streets, sewers, drains, watercourses, gas and water mains, pipes, and apparatus proposed to be interfered with:

(4.) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised, the Company shall well and sufficiently, and to the satisfaction of the borough surveyor, restore the surface so interfered with or disturbed, and shall keep the same in efficient repair for one year from such restoration:

(5.) Whenever it may be necessary to interrupt or interfere with any existing sewer or drain, the Company shall, before interrupting or interfering with such existing sewer or drain, construct, according to a plan to be reasonably approved of by the borough surveyor, 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 sewer or drain, or substituted sewer or drain, shall be connected, by and at the expense of the Company, with any existing sewer or drain which may be interrupted or interfered with, and in such manner as shall be reasonably approved by the borough surveyor:

(6.) If by reason of the execution of any of the powers of this Act the Corporation shall necessarily incur any cost in altering any existing sewer, drain, gas or water main, pipe, or apparatus, the Company shall repay to the Corporation such additional cost, which shall be a debt due from the Company to the Corporation, and be recoverable accordingly:

(7.) If by reason of the execution of any of the powers of this Act any increased length of sewers, drains, gas or water mains or pipes, or any additional apparatus, shall become necessary, the same shall be forthwith constructed and laid by the Company upon such plan and in such manner as shall be approved of by the borough surveyor:

(8.) The Corporation may, at their own cost, from time to time lay any sewer or drain, gas or water main or pipe, across the railway, and for those purposes, or for the necessary repair or inspection of the same, may break up the soil or surface of the railway, but all works done by the Corporation by virtue of the power hereby conferred shall be done under the superintendence, and to the reasonable satisfaction, and according to such plans, in such manner and at such times only as shall be reasonably approved by the engineer of the Company, and shall also be so done as not to interrupt the traffic passing on the railway:

(9.) The Corporation will bear, and on demand pay to the Company, the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the railway with reference to and during the construction of any such sewer or drain, gas or water main or pipe as aforesaid, and for preventing, as far as may be, all interference, obstruction, danger, and accident which may arise from any of the operations of the Corporation, or from acts or defaults of their contractors, or of any person or persons in their employment or otherwise:

(10.) The Corporation shall at all times maintain the sewers and drains, gas and water mains and pipes, so to be constructed by them, in substantial repair and good order to the reasonable satisfaction in all respects of the engineer of the Company; and if and whenever the Corporation fail so to do, the Company may make and execute such repairs, and the Corporation shall repay the cost, which shall be a debt due from the Corporation to the Company, and be recoverable accordingly:

(11.) The bridges intended to carry the railway over Thimble Mill Lane, Rockey Lane, and Avenue Road respectively shall be constructed of bricks, stone, or other material, to be approved by, and shall in all respects be constructed to the reasonable satisfaction of, the borough surveyor,

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and shall be at least sixteen feet in height from the level of the foot and carriage ways to the under side of the girder or archway of the bridge, and at least forty-two feet in width between the abutments thereof, with parapets not less than eight feet in height above the highest point of the rails:

(12.) The bridges intended to carry the railway over the Hockley Brook and over the mill dam belonging to the mill called the Thimble Mill respectively shall also be constructed according to plans to be reasonably approved by the borough surveyor, and shall be so constructed as not to interfere with or impede the present and probable future increased flow of water in such brook and mill dam:

(13.) The Corporation and the Company may enter into agreements for any variation in the works to be done under this section, or in the mode of executing the same:

(14.) Any difference which may arise between the Corporation and the Company as to the true intent and meaning of any of the provisions of this Act relating to works to be executed and powers to be exercised in the borough of Birmingham, or as to the mode of giving effect thereto, shall be determined in the manner prescribed by the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration.

8 & 9 Vict. c. 20.

For protection of Childwall Highway Board.

18. In executing the widening of the Company's Garston and Warrington Railway, and the works connected therewith, the Company shall observe and give effect to the following provisions for the protection of the Childwall Highway Board:—

(1.) With respect to the alteration shown on the deposited plans and sections of the road numbered on those plans 10 and 10A in the parish of Childwall, the gradients of the diverted road shall not in any part be of steeper inclination than 1 in 30:

(2.) With respect to the alteration shown on the deposited plans and sections of the road numbered on those plans 28 in the same parish, the gradient of the altered road shall not in any part be of steeper inclination than 1 in 30:

(3.) The road at Halebank station, numbered on the deposited plans 38 in the parish of Childwall, shall not be diverted, but the same shall be carried over the railway by means of a bridge constructed in the line and upon the site of the existing road, and the inclination of the approaches to such bridge shall not be steeper than 1 in 30 on each side thereof:

(4.) The inclination of the road from Halewood to Halebank, numbered on the deposited plans 31 in the parish of Childwall, when altered and carried over the railway, shall not be steeper than 1 in 35 on the north side, and 1 in 30 on the south side.

For protection of the Earl of Derby.

19. In constructing the works in connexion with the Company's Garston and Warrington Railway by this Act authorised, the following provisions for the protection of the estate of the Right Honourable Edward Henry Earl of Derby (herein-after called "the Earl of Derby") shall be observed and have effect:—

(A.) The two level crossings now existing in the field numbered 44 in the parish of Childwall on the deposited plans shall be shut up; and in lieu thereof, and for the purpose of providing an efficient communication to the Earl of Derby and his lessees and tenants between the fields lying on either side of the railway, a bridge with approaches thereto shall be constructed by the Company over the railway at the point where the hedge divides the fields numbered 44 and 45 in the said parish on the deposited plans, and such bridge shall be not less than eighteen feet in width between the parapets, and the inclination of the approaches thereto shall be not steeper than one in twenty on each side thereof:

(B.) The existing level crossing situate in the parish of Childwall at a point on the deposited plans marked four miles one furlong seven chains shall be shut up; and in lieu thereof, and for the purpose of providing an efficient communication to the Earl of Derby and his lessees and tenants between the fields lying on either side of the railway, a bridge, with hard roadway and proper approaches, and efficiently drained, shall be made under the railway at or near the point on the deposited plans marked four miles two furlongs, and such bridge shall be a girder bridge of the width of not less than fifteen feet between the abutments, and of a clear headway of not less than ten feet throughout:

(C.) The level crossing in the field numbered 47 in the parish of Childwall on the deposited plans shall be shut up; and in lieu thereof, and for the purpose of providing efficient communication to the Earl of Derby and his lessees and tenants between the fields lying on either side of the railway, a bridge, with hard roadway and proper approaches, and efficiently drained, shall be made under

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the railway at or near the same point by means of a girder bridge of the width of not less than ten feet between the abutments supporting the same, and admitting of a clear headway of not less than eight feet throughout:

(D.) The Company shall not, except by agreement, take under the powers of this Act more of the property numbered on the deposited plans, and described in the deposited books of reference, belonging to the Earl of Derby, than is required for a double line of rails, with proper sidings where required, and for the approaches to the bridges for carrying the roads numbered 31 and 38 in the parish of Childwall on the deposited plans over the railway, and for a proposed enlargement of the Halebank station:

(E.) During the construction of the said several bridges and other works, and until the same shall be completed and opened, the Company shall, at their own expense, provide, to the reasonable satisfaction of the Earl of Derby, all necessary works and conveniences for maintaining the communication now existing across and over the railway.

For protection of Widnes traders. 27 & 28 Vict. c. ccxcvi. 28 & 29 Vict. c. cccxxxiii.

20. Nothing in this Act contained shall be construed to take away, lessen, alter, or prejudice any of the rights, powers, or privileges which the Widnes traders now have or are entitled to under or by virtue of the Saint Helen's Canal and Railway Transfer Act, 1864, or the London and North-western Railway (Additional Powers, England) Act, 1865.

Dealings with property of the Duchy of Lancaster authorised.

21. And whereas it is expedient that this Act should contain certain provisions relative to lands, hereditaments, estates, rights, and interests belonging to the Queen's most Excellent Majesty in right of her Duchy of Lancaster (in the rest of this section called "the duchy") as are herein-after contained: Be it therefore enacted, that—

As to sale of lands.

(1.) With respect to any lands belonging to Her Majesty in right of the duchy which may be required for the purposes of this Act, the following provisions shall (but subject and without prejudice to any lease or tenancy which at the time of any agreement authorised by this section may be subsisting in the said last-mentioned lands) have effect; that is to say, the Chancellor and Council for the time being (herein-after called "the Chancellor and Council") of the duchy may agree with the Company for the absolute sale in fee simple of all or any of the said last-

mentioned lands, or any part thereof, in consideration of any such gross sum of money or of such annual rentcharge, or in consideration partly of such gross sum and partly of such annual rentcharge, payable by the Company, and upon such terms and conditions in all respects as shall be settled between the Chancellor and Council and the Company; and in case the same lands shall be subject jointly with any other lands to any lease or tenancy for a life or lives, or a term of years unexpired, the Chancellor and Council may agree as well with the Company as also with the lessee or tenant for the apportionment of the rent payable in respect of the lands comprised in such lease or tenancy between the lands agreed to be sold and such other lands; and upon payment of such (if any) agreed gross sum, and upon such (if any) agreed rentcharge being secured in manner hereinafter provided, the Chancellor and Council may grant and assure the same lands, and the fee simple and inheritance thereof, to the Company, their successors and assigns, for the purposes of this Act, and (if the same lands shall be subject jointly with any other lands to any such lease or tenancy as aforesaid) may apportion, or concur with all other necessary parties in apportioning, the rent payable in respect of the lands comprised in such lease or tenancy between the lands so granted and assured and such other lands.

(2.) With respect to any such lands, held by copy of court-roll or other customary tenure, of any honor, manor, or lordship belonging to Her Majesty in right of the duchy, as may be required for the purposes of this Act, the following provisions (but subject and without prejudice to any lease or tenancy which at the time of any agreement authorised by this section may be subsisting of the same manor, honor, or lordship,) shall have effect; that is to say,

The Chancellor and Council may agree with the Company for the enfranchisement of all or any of the said last-mentioned lands, and for the release thereof from all or any of the customary fines, rents, suits, and services which the same may be charged with or liable to, in consideration of such gross sum of money or of such annual rentcharge, or in consideration partly of such gross sum and partly of such annual rentcharge, payable by the Company, and upon such terms and conditions in all respects as shall be settled between the Chancellor and Council and the Company;

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And in case the same lands shall be liable jointly with any other lands to any such aforesaid rents, suits, or services, the Chancellor and Council may agree as well with the Company as also with the tenant or proprietor of such other lands for the release or apportionment of such rents, suits, and services either with or without any consideration being paid for the same:

Upon any such agreement for enfranchisement, release, or apportionment, and upon payment of such (if any) agreed gross sum, and upon such (if any) agreed rentcharge as last aforesaid being secured in manner herein-after provided, the Chancellor and Council may release the lands so to be enfranchised or released from all customary fines, rents, suits, and services, or (as the case may be) such of them, or such part or parts thereof, as shall have been in that behalf agreed, and the lands so released shall thenceforth be holden by the Company, their successors and assigns, as of the honor, manor, or lordship whereof they are or were holden or parcel, in free and common socage; and every such release of lands, if made previously to the purchase or acquisition by the Company of the estate and interest of the copyhold or customary tenant of such lands, shall, after such purchase or acquisition, operate and take effect as if the Company had been in possession of the same lands at the time of the execution of such release:

Provided that no such enfranchisement, release, or apportionment shall in any other respects affect any custom by or under which any copyhold or customary lands not required for the purposes of this Act shall be holden:

And whenever any such aforesaid release of lands shall be made, any other lands which were previously subject jointly with the released lands to any such rents, suits, and services as aforesaid shall, as between the Company and Her Majesty in right of the duchy, (but expressly without prejudice to any right of contribution in respect of such rents, suits, or services which previously to such release the tenant or proprietor of such other lands may have had against the tenant or proprietor of the released lands,) thenceforth be subject to the whole of such rents, suits, and services, or (as the case may be) to such of them or such parts or part thereof as shall not have been comprised in and intended to be extinguished by that release, in the same manner in all respects

as the entirety of the lands so previously subject as aforesaid would have continued subject to the whole of such rents, suits, and services if such release had not been made; and all the rights, powers, and remedies subsisting previously to such release for the recovery of the whole of the said rents, suits, and services shall, as against the lands not so released, be and thenceforth remain, as between the Company and Her Majesty in right of the duchy (but without prejudice as aforesaid), as available and as valid and effectual in the law to all intents for the recovery of the same rents, suits, and services, or (as the case may be) such of them or such parts or part thereof as shall not have been comprised in and intended to be extinguished by the same release, as if the said last-mentioned lands had originally been alone subject to the same rents, suits, and services, or such of them or such parts or part thereof as last aforesaid.

As to conveyance of waste lands.

(3.) With respect to any lands being waste or common lands, the right to the soil whereof belongs to Her Majesty in right of the duchy (subject to rights of common or other rights or easements), which may be required for the purposes of this Act, the following provisions shall have effect; (that is to say,)

The Chancellor and Council may agree with the Company for the absolute sale in fee simple of the estate, right, and interest of Her Majesty in the soil of all or any of the same lands, and for the absolute extinguishment of any commonable or other rights to which Her Majesty in right of the duchy may be entitled in the same lands (other than and besides her said right in the soil of such lands), in consideration of such gross sum of money or of such annual rentcharge, or in consideration partly of such gross sum and partly of such annual rentcharge, payable by the Company, and upon such terms and conditions in all respects as shall be settled between the Chancellor and Council and the Company;

And upon payment of such (if any) agreed gross sum as last aforesaid, and upon such (if any) agreed rentcharge as last aforesaid, being secured in manner herein-after provided, the Chancellor and Council may grant and assure such last-mentioned estate, right, and interest to the Company, their successors and assigns, for the purposes of this Act:

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Provided that the lands so granted and assured as last aforesaid shall remain subject to all the commonable and other rights (except those of Her Majesty, her heirs and successors,) which immediately before such grant and assurance affected the same, until such rights shall have ceased and become extinguished by the payment or deposit of the compensation for the same in manner provided by the Lands Clauses Consolidation Acts, 1845, 1860, and 1869.

8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.

As to sale and working of mines.

(4.) With respect to any mines, minerals, and quarries to which Her Majesty in right of the duchy is entitled (either in possession or subject to any lease or tenancy) in, under, or upon any lands required for the purposes of this Act, the following provisions (but subject and without prejudice to any lease or tenancy which at the time of any agreement authorised by this section may be subsisting of the same mines, minerals, or quarries) shall have effect; (that is to say,)

The Chancellor and Council, either before or after the execution of the works authorised by this Act, or any part thereof, may agree with the Company for the absolute sale of all or any of the said mines, minerals, and quarries for such price or consideration in money, and upon such terms and conditions in all respects, as shall be settled between the Chancellor and Council and the Company; and upon payment of such agreed price or consideration as last aforesaid in manner herein-after provided, the Chancellor and Council may grant and assure such last-mentioned mines, minerals, and quarries unto the Company, their successors and assigns, for the purposes of this Act; the Chancellor and Council may also enter into any agreement with the Company concerning the working by Her Majesty, her heirs, successors, and assigns, of all or any of the said mines, minerals, or quarries, whether being in, under, or upon any lands taken by the Company under the powers of this Act:

Provided that nothing contained in this Act shall extend or operate to prevent or hinder Her Majesty, her heirs, successors, or assigns, or her or their lessees, from working (subject and without prejudice only to any such agreement as last aforesaid), as well before as after the execution of the works authorised by this Act, any such mines, minerals, or quarries, whether being in, under, upon, or in the neighbour-

hood of any lands taken by the Company under the powers of this Act, nor shall anything in this Act contained extend or operate to make Her Majesty, her heirs, successors, or assigns, in any way liable for any damage or injury which may be done to or on the works authorised by this Act by any such working, unless and except only to such extent as the Chancellor and Council shall have expressly agreed in writing with the Company that the duchy shall become so liable:

Provided also, that it shall not be lawful for the Company, their successors or assigns, by reason of any aforesaid grant or assurance of mines, minerals, or quarries, to work, get, or use any of the same, except so far as may be necessary in executing the works authorised by this Act.

As to application of purchase moneys.

(5.) With respect to any gross sum of money which under this section shall become payable in consideration of any sale, enfranchisement, or release thereby authorised, the following provisions shall have effect; (that is to say,)

Each such sum shall be paid into the hands of the Receiver General of the revenues of the duchy, or of his deputy or deputies, and a receipt shall be given by him or them for the same;

And such sum shall be applicable and dealt with to all intents and purposes as if it were the purchase money of lands sold by the Chancellor and Council under the authority of the Duchy of Lancaster Lands Act, 1855; and the Chancellor and Council shall, for the purposes of this Act, have and be entitled to the benefit of all such powers and provisions, in reference to moneys invested in Bank annuities under this present section, as under the Duchy of Lancaster Lands Act, 1855, they are entitled to concerning moneys invested in Bank annuities under that Act.

18 & 19 Vict, c. 58.

As to the annual rentcharges payable to the duchy.

(6.) With respect to any annual rentcharge which under this section shall become payable in consideration of any sale, enfranchisement, or release by this section authorised, the following provisions shall have effect; (that is to say,)

Each such annual rentcharge shall be a perpetual rentcharge, and shall be such charge on the tolls or rates payable under this Act, and shall be recoverable in like manner as by the Lands Clauses Consolidation Acts, 1845, 1860, and 1869, provided concerning the rentcharges thereby authorised to be granted, and shall, if the Chancellor and Council think

8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.

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fit, be otherwise secured in such manner as may be settled between the Chancellor and Council and the Company;

And the same shall be limited to the use of Her Majesty, her heirs and successors, in right of the duchy, and shall vest in her and them in the same right, as fully and effectually as the lands or hereditaments which shall be granted, assured, or released in consideration of the same annual rentcharge stood vested in her and them immediately before such grant and assurance thereof:

Provided that every such annual rentcharge shall be subject to the same application to all intents and purposes as the rents and profits of the said lands or hereditaments to be granted and assured in consideration thereof would be subject if the same lands or hereditaments had not been so granted and assured:

30 & 31 Vict. c. 127.

Provided also, that, notwithstanding anything contained in the Railway Companies Act, 1867, no money borrowed by the said Company on mortgage or bond or debenture stock under the provisions of any Act authorising the borrowing thereof shall have priority over or affect any claim of her Majesty, her heirs or successors, against the Company, their successors or assigns, or against their property for the time being, in respect of any such last-mentioned rentcharge.

As to the enrolment of deeds.

(7.) Any lands, hereditaments, estate, right, or interest conveyed or assured or released by the Chancellor and Council by virtue of any of the foregoing provisions of this section shall be so conveyed, assured, or released in the name of Her Majesty, her heirs or successors, in right of the duchy, and by deed or writing under the seal of the duchy, and every such deed or writing shall be enrolled in the Court of the Duchy of Lancaster within six calendar months from the date thereof.

For protection of Corporation of Stockport.

22. In respect of the works in connexion with the Company's Stockport and Manchester Railway by this Act authorised, the following provisions for the protection of the mayor, aldermen, and burgesses of the borough of Stockport (in this section called the Corporation) shall have effect; (that is to say,)

(1.) The Company shall not enter upon, take, or use any parts of the street called or known as Spark Lane, and the public road numbered on the deposited plans 14 in the parish of Manchester, or either of them, for the purposes of the

widening of their Stockport and Manchester Railway between Heaton Norris and Longsight by this Act authorised, except temporarily during the progress of such work, and shall, before completing such work, restore the surface and all such parts of the said street and road respectively as may have been so temporarily interfered with to the reasonable satisfaction of the surveyor for the time being of the Corporation :

(2.) The Company, in the construction of the bridges carrying Spark Lane and the said road numbered 14 over the railway, shall make and maintain such bridges of the respective widths of the present bridges carrying those roads over the railway :

(3.) The Company shall not open or interfere with one of such streets until they have completed their works in the other of them.

For protection of the Heaton Norris Local Board.

23. In respect of the works in connexion with the Company's Stockport and Manchester Railway by this Act authorised, the following provisions for the protection of the Heaton Norris Local Board (in this section called the Local Board) shall have effect; (that is to say,)

(1.) The Company shall construct and maintain the continuation under this Act of the bridge carrying the Heaton Moor Lane Road, numbered on the deposited plans 45 in the parish of Manchester, over the Stockport and Manchester Railway, of a width of not less than thirty-six feet :

(2.) It shall not be lawful for the Company to enter upon, take, or use any part of the lands of the Local Board occupied by and with their sewage tanks, and numbered on the deposited plans 55A in the said parish :

(3.) The Company shall, before they stop up or appropriate the site of the present road to the said lands numbered on the deposited plans 55A in the said parish, provide and convey or otherwise secure to the Local Board a road from the road numbered on the deposited plans 54 in the said parish to the said sewage tanks, of the same width and in all other respects similar to and as convenient as their present road, and shall provide sufficient space therein adjacent to such sewage tanks for carts to turn thereon :

(4.) The Company shall not in any way stop up or interfere with the footpath shown in the field numbered on the deposited plans 55 in the said parish :

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(5.) All works to be executed for the Local Board under the above provisions shall be constructed by and at the expense of the Company:

(6.) In the event of any dispute or difference arising between the Company and the Local Board as to this section the same may be settled by arbitration in accordance with the provisions of the Railway Companies Arbitration Act, 1859, and for the purposes of such arbitration the Local Board shall be considered a railway company.

22 & 23 Vict. c. 59.

For protection of roads numbered 131 and 199 on deposited plans.

24. In carrying the Stockport and Manchester Railway widening over the main road leading from Manchester to Stockport, numbered on the deposited plans 131 in the parish of Manchester, iron pillars shall be used instead of solid masonry to carry the superstructure between the footpaths and the roadway. In carrying the same widening over Kirkmanshulme Lane, numbered on the deposited plans 199 in the same parish, it shall not be lawful for the Company to increase the present gradient nor to alter the level of the road under the present bridge.

For protection of Manchester South Junction and Altrincham Railway Company.

25. In carying into effect any of the works by this Act authorised in connexion with the Company's Stockport and Manchester Railway affecting the railway and works of the Manchester South Junction and Altrincham Railway Company (herein-after called the South Junction Company), the following provisions shall apply and be obligatory upon the Company:—

(1.) Every alteration in or interference with the railways and works of the South Junction Company and the existing junction of the railway of that Company with the Stockport and Manchester Railway of the Company shall be made according to plans and specifications to be reasonably approved by and to be executed under the superintendence of an engineer to be for that purpose appointed by the South Junction Company, and in all respects at the expense of the Company:

(2.) The Company will bear, and on demand pay to the South Junction Company, the expense of the employment by that Company of a sufficient number of inspectors or watchmen to be appointed by them for watching their said railway with reference to and during the execution of the intended works, and for preventing, as far as may be, all interference, obstruction, danger, and accident which may arise from any of the operations of the Company, or from acts or defaults of any contractor or contractors, or other person or persons in their employment, or otherwise:

(3.) The Company, and their contractors, agents, servants, or workmen, shall not, nor shall any of them, obstruct, impede, or interfere with the free and uninterrupted and safe use of the railway or other works of the South Junction Company, or any traffic thereon; and if any such obstruction or interference shall be caused or take place contrary to this enactment, the Company shall forfeit and pay to the South Junction Company, by way of ascertained damages, the sum of fifty pounds for every hour during which such obstruction or interference shall continue:

(4.) Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to the South Junction Company all costs, losses, damages, and expenses which may be occasioned to that Company, or to any of their railways, works, or property, or to the traffic thereon, or otherwise, by reason of the execution or failure of the railway and the works in connexion therewith, or of any act or omission of the Company, or of any contractors or other persons in their employ; and the Company will effectually indemnify and hold harmless the South Junction Company from all claims and demands upon or against them by reason of such execution or failure, and of any such act or omission:

(5.) The Company shall not in any case, without the previous consent in writing under the common seal of the South Junction Company, take, use, enter upon, or interfere with the railway, works, lands, or property at any time belonging to or in the possession or under the power of the South Junction Company, except only such part or parts thereof respectively as it shall be necessary for the Company to take, use, enter upon, or interfere with for making and maintaining the alterations in the works of the South Junction Company under the provisions of this Act:

(6.) With respect to the railway, works, lands, or property of the South Junction Company which the Company are by this Act authorised to take, use, enter upon, or interfere with, the Company shall not purchase and take the same, but they may purchase and take, and the South Junction 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:

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(7.) If by reason of the execution of any of the works by this Act authorised, it shall become necessary to add to or alter the signal or signals upon the railway of the South Junction Company, the same shall be so added to or altered by that Company, and the reasonable expense thereof shall be repaid to them by the Company:

(8.) Nothing in this Act contained shall extend to prejudice, alter, or take away any of the rights, privileges, or powers of the South Junction Company otherwise than is herein expressly provided.

For protection of Corporation of Lancaster.

26. In respect of the works in connexion with the Glasson Dock Railways, the following provisions for the protection of the mayor, aldermen, and burgesses of the borough of Lancaster (in this section called "the Corporation") shall be binding upon the Company, and full effect shall be given thereto; (that is to say,)

(1.) For the purpose of carrying railway No. 3 over the outlet sewer of the Corporation which passes under the road numbered nine upon the deposited plans, the Company shall, at their own expense, construct and maintain a good and sufficient culvert over such sewer so as to leave the same accessible for the purpose of repairs:

(2.) Whenever, in execution of the powers of this Act, it shall be necessary to alter or interfere with or disturb any of the sewers or drains, or any of the water, gas, or other mains or pipes or apparatus belonging to the Corporation, such alteration, interference, or disturbance shall be carried out by and under the direction of the Corporation, but at the expense in all respects of the Company:

(3.) The costs of constructing, providing, and laying any new sewers, drains, mains, or other apparatus in substitution for those which may be rendered useless by such alteration shall, on demand, be repaid to the Corporation by the Company:

(4.) The costs of any sewers, drains, water, gas, or other mains, pipes, or apparatus belonging to or under the control of the Corporation, rendered useless or unproductive to the Corporation by the works authorised by this Act, shall, on demand, be repaid to the Corporation by the Company.

Travis Street Manchester, not to be interfered with.

27. Notwithstanding anything in this Act or in the deposited plans and sections to the contrary, it shall not be lawful for the Company to arch or cover over or in any way interfere with, either temporarily or permanently, Travis Street, in the township of Manchester.

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For protection of William Ford Hulton.

28. Whereas the Bolton and Kenyon deviation number 1, and part of the Bolton and Kenyon deviation number 2, will be wholly, and portions of the proposed widenings will be partially, constructed in lands forming parts of estates in the parish of Dean of which William Ford Hulton is or claims to be tenant for life: And whereas it is expedient, for the protection of the said estates, that the centre line of the said deviation number 1 should be altered in position: Therefore, for the protection of William Ford Hulton and others, the owners or owner for the time being of lands in the parish of Dean, forming parts of estates of which he is or claims to be tenant for life, (all of whom are included in the expression William Ford Hulton,) the following provisions shall have effect; that is to say,

(1.) The numbers by which lands and roads are in this section referred to are the numbers by which the same lands and roads are distinguished on that part of the deposited plans which relates to the parish of Dean:

(2.) The Company shall construct and maintain the said deviation number 1 in the line and situation shown in red on duplicate copies of the deposited plans signed respectively by William Baker on behalf of the Company, and by James Oliver on behalf of the said William Ford Hulton, which copies are in this section referred to as the plans:

(3.) The Company shall construct and maintain the said deviation number 2 in the line and situation shown in red on the plans:

(4.) The Company shall not, except with the previous consent in writing of William Ford Hulton, enter upon, take, use, or interfere with any of the lands and property shown on the plans and coloured blue, or the water tunnel and the pits belonging thereunto at Daubhill, and shown in blue lines on the plans:

(5.) The Company may, between the points marked C and E on the plans, widen their railway upon the north-west side of the present line of rails; any points or junctions of the said William Ford Hulton existing at the passing of this Act shall only be temporarily disconnected for the construction of the said widening, and shall be reconnected with all reasonable despatch with the widened line:

(6.) The Company shall construct and maintain under the widening of the Bolton and Kenyon Railway, distinguished

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on the deposited plans as widening number 2, at the point distinguished on the plans by the letter D, a bridge not less than ten feet wide and nine feet high, in lieu of the level crossings over that railway leading from number 69 to number 70, and from number 72 to number 73, and so soon as the said bridge shall have been completed those level crossings shall be closed and abandoned:

(7.) The Company shall construct and maintain over the said widening number 2, at the point distinguished on the plans by the letter F, a bridge not less than fifteen feet wide, in lieu of the level crossings over the said Bolton and Kenyon Railway leading from number 87 to number 88, and from number 92 to number 93, and upon the completion of such bridge with approaches those level crossings shall be closed and abandoned:

(8.) The Company shall construct and maintain a bridge at the point distinguished on the plans by the letter G, not less than twenty feet wide, and in such direction as that the centre line of such bridge shall be a prolongation of the centre line of the street number 114:

(9.) The Company shall construct and maintain over the said deviation number 2, at a point distinguished by the letter H on the plans, a bridge and approaches not less than twenty feet wide, and shall also construct and maintain at Crawshay Lane, either over or under the said deviation number 2, as William Ford Hulton may require, a bridge with approaches not less than twenty feet wide:

(10.) The Company shall permit the said William Ford Hulton to put in and maintain, at such point in the said deviation number 1, between the Chequerbent pit and the bridge which carries the public highway number 36 over the railway, as shall be agreed on between William Ford Hulton and the Company, one pair of points for the exclusive use of William Ford Hulton, and so as to form a communication between the said deviation and any sidings he may now have or may from time to time construct from the Chequerbent or other pit:

(11.) During the construction of the said several bridges and other works, and until the same shall be completed and opened, the Company shall, at their own expense, provide, to the reasonable satisfaction of William Ford Hulton, all necessary works and conveniences for maintaining

the communications now existing across and over the railway:

(12.) Anything in this Act shall not extend to prejudice, diminish, alter, or take away any of the rights, privileges, or powers of William Ford Hulton in relation to all or any part of the railways or works of the Company not by this Act expressly authorised to be varied, altered, or discontinued, and he shall have and may exercise, subject to the provisions of this section, the like privileges and powers over, under, and in relation to the Bolton and Kenyon Railway, as authorised by this Act to be deviated and widened, as he would have had or been entitled to over, under, and in relation to the Bolton and Kenyon Railway if this Act had not passed:

(13.) If any dispute arise between the Company and William Ford Hulton with respect to anything to be done or not to be done by the Company under this section, or under any agreement between the Company and William Ford Hulton with respect to the exercise of the powers of this Act, such dispute shall (in the absence of any special provision for the settlement thereof) be determined by arbitration under and according to the provisions of the Railways Clauses Consolidation Act, 1845. 8 & 9 Vict. c. 20.

For protection of Bolton and Saint Helen's turnpike road.

29. In order to carry the Bolton and Kenyon Railway deviation No. 2 under the Bolton and Saint Helen's turnpike road, and the lands numbered on the deposited plans 140 and 141 in the parish of Dean, the Company shall construct and for ever maintain a substantial bridge of brick, stone, or iron, to be so built and constructed as to preserve the present level and present width of such road; and the road over such bridge, so far as the same shall be taken up or disturbed by the Company, shall, at the expense of the Company, be restored as at present for the entire width thereof, and at the like expense for ever thereafter be kept in good repair; and on each side of the line of roadway, so far as the same shall be taken up or disturbed by the Company, there shall be erected, at the expense of the Company, screens or fence walls of a height of not less than seven feet above the centre of the roadway.

For protection of Daub Hill gate on the Bolton and Saint Helen's turnpike road.

30. If the Company shall pull down, remove, or damage the toll-gate and side-bar called Daub Hill gate and side-gate, and numbered 141 in the parish of Dean aforesaid, and the house, garden, and outbuildings belonging thereto, or any of them, or any part thereof, the Company shall forthwith, at their own expense, re-erect and reinstate the same to the reasonable satisfaction of

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the trustees of the Bolton and Saint Helen's turnpike road, and shall pay compensation for the loss or damage (if any) sustained by the trustees, such compensation to be determined in the manner prescribed by the Lands Clauses Consolidation Act, 1845.

8 & 9 Vict. c. 18.

For protection of the Bolton Rural Sanitary Authority.

31. In constructing the works in connexion with the Bolton and Kenyon Railway of the Company by this Act authorised within the district of the Bolton rural sanitary authority (in this section called the sanitary authority), the following provisions for the protection of that authority shall have effect; that is to say,

(1.) The Company shall construct a sewer to be connected with a proposed sewer of the sanitary authority, commencing at a point marked "C" on a plan signed by James Fogg on behalf of the sanitary authority, and by William Baker on behalf of the Company, continuing through the points marked "E" and "F," and terminating at the point marked "G" on such plan, and at such last-mentioned point shall connect the same with the proposed sewer of the sanitary authority; such sewer shall, between the points "C" and "E," be constructed of an iron pipe of not less than nine inches in diameter, and so laid that the underside thereof shall be not less than fifteen feet at the point of crossing above the intended level of the rails of the Company, and shall, between the points "E" and "G," be constructed of glazed earthenware pipes of fifteen inches in diameter, laid with cement joints:

(2.) The Company shall construct and connect a sewer with the proposed sewer of the sanitary authority, commencing at the point marked "J" on such last-mentioned plan, and from thence passing through the point marked "B" and terminating at the point marked "H" on such plan, and shall there connect the same with the proposed sewer of the sanitary authority; such sewer shall, between the points "J" and "B," be constructed of earthenware socketed pipes of not less than nine inches in diameter, and between the points "B" and "H" of iron pipes not less than nine inches in diameter, and such sewer shall be laid at a depth of not less than three feet below the rails at the centre line of the railway of the Company at the point of crossing:

(3.) The culvert at the point marked "K" on the said plan, proposed to be constructed by the Company for conveying the water of the Crawshaw brook underneath their railway, shall be of a diameter of not less than three feet, and shall

be laid at a depth of not less than thirteen feet below the level of the rails of the Company at the point of crossing:

(4.) The Company, shall if required by the sanitary authority, construct a sewer underneath their railway between the points marked "M" and "N" on the said plan, which shall consist of an iron pipe of not less than nine inches in diameter, and shall be laid not less than three feet below the centre line of the Company's railway at the point of crossing; and such sewer shall be connected by the sanitary authority, at their own expense, with any sewer which they may hereafter construct to either of the said points "M" or "N":

(5.) Such sewers and other works shall be commenced by the Company not later than two months after receiving notice by the sanitary authority that they have commenced the sewers with which the same are respectively to be connected or any part thereof, and shall be completed not later than the completion of those portions of the respective sewers of the sanitary authority to be connected therewith:

(6.) The before-mentioned sewers and works running through the lands of the Company, and which are to be constructed by them for their whole length through such lands, shall, on the completion thereof, be vested in the sanitary authority:

(7.) All works so done by the Company under this section shall be done to the reasonable approval of the surveyor of the sanitary authority for the time being, and according to plans and sections to be previously submitted to and approved by him.

For protection of Corporation of Bolton.

32. With respect to the Bolton and Kenyon Railway deviation No. 2 by this Act authorised, the following provisions for the protection of the mayor, aldermen, and burgesses of the borough of Bolton (in this section called the Corporation) shall have effect; that is to say,

(1.) The Company may stop up such portions of Back Peabody Street and Back High Street as shall be necessary for the construction of the railway; and, except as aforesaid, the Company shall not permanently stop up any street or thoroughfare in the borough:

(2.) The Company shall not, except as is herein-after provided with respect to Swan Lane and Adelaide Street, alter the level or width of any street or thoroughfare in the borough:

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(3.) Before the Company obstruct any street or road they shall, to the reasonable satisfaction of the Corporation, provide, and thenceforward until such obstruction be removed maintain, proper accommodation for the traffic thereof, and access to houses and property therein, with proper fences and lights:

(4.) Every bridge intended to carry any street or road over the railway shall be constructed to the reasonable satisfaction of the Corporation, and of the full width between its parapets of the street or road so to be carried, including the footpaths and areas thereof, and shall have proper provisions, to the reasonable satisfaction of the Corporation, for carrying their gas and water mains, and so as to admit of ready access thereto, and the parapets of such bridges shall be not less than seven feet high:

(5.) The Company shall construct such portion of the railway as extends from the north side of Worsley Street to the south side of Peabody Street in tunnel, and without altering the level of the present surface of the ground, but the Company may for this purpose cut through the surface of the said ground, provided they reinstate the same, with its appurtenances, within six months after they shall have entered upon the said ground:

(6.) The Company shall not enter upon, take, or use any portion of the Heywood Recreation Ground, except the triangular piece thereof shown on the deposited plans as between Back High Street and Back Peabody Street, but the Corporation shall grant to the Company such an easement through the said ground as shall be necessary for the construction and maintenance of the said tunnel:

(7.) The amount to be paid for the acquisition of such easement shall, in case of difference, be ascertained in manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement:

8 & 9 Vict. c. 18.

(8.) The provisions of sections eighteen to twenty-three (both inclusive) of the Railways Clauses Consolidation Act, 1845, shall apply to the gas and water mains, pipes, and apparatus of the Corporation as though the Corporation were a gas or water company:

8 & 9 Vict. c. 20.

(9.) If any additional gas or water mains or pipes, sewers or drains, or any increased lengths or capacity thereof respectively, be rendered necessary by the execution of the powers

of this Act, the same shall be respectively provided, laid, and constructed by the Corporation at the cost of the Company:

(10.) If, by reason of the execution of the powers of this Act, the Corporation shall at any time necessarily incur any cost in repairing or altering any gas or water main, pipe, or apparatus, or any sewer or drain, such cost shall be repaid to the Corporation by the Company:

(11.) Before the Company interfere with any existing sewer or drain, they shall, to the reasonable satisfaction of the Corporation, and in accordance with plans and sections to be previously submitted to and reasonably approved of by the Corporation, construct a sufficient substituted sewer or drain, and connect the same with the sewer or drain so to be interfered with:

(12.) If the Company construct any works over the Rumworth intercepting sewer of the Corporation in the field numbered 4 in that part of the deposited plans which relates to the parish of Bolton, they shall, if required by the Corporation, construct and maintain a good and sufficient culvert thereover, so as to afford access thereto for the purpose of repairs:

(13.) Nothing in this Act shall interfere with the powers of the Corporation in relation to the making of new sewers or drains:

(14.) All works to be done by the Company under this section shall be executed at their cost in all things:

(15.) The Corporation and the Company may from time to time enter into and carry into effect any agreements for or in relation to the alteration or mode of execution of any of the works by this section prescribed, and for the execution by the Corporation of any such works, and the acquisition of any lands therefor:

(16.) The Corporation may buy from the Company, and the Company shall, if so required by the Corporation within three years after the passing of this Act, sell to them, so much of the Company's land lying on the east side of the railway between Back Peabody Street and Recreation Street, including the site of Back Peabody Street, as may not be required by the Company for the purposes of their undertaking:

(17.) If any difference arise between the Corporation and the Company touching this section, or anything to be done

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or not to be done, or the cost of any works to be executed thereunder, such difference shall be determined by an engineer to be agreed upon between the Corporation and the Company, or, in default of agreement, to be appointed, on the application of either of them, by the president for the time being of the Institution of Civil Engineers, and the costs of the reference shall be borne as he shall direct.

For protection of Corporation of Liverpool.

33. With respect to the borough of Liverpool, and to the works in the said borough in connexion with the Company's Liverpool and Manchester Railway by this Act authorised, the following provisions shall apply, and the Company shall conform to and observe the same, and the expression "the Corporation" in this section shall mean the mayor, aldermen, and burgesses of the borough of Liverpool:—

36 & 37 Vict. c. clvi.

(1.) The provisions of the London and North-western Railway New Lines, &c.) Act, 1873, section thirty, sub-sections ten to twenty-eight inclusive, and thirty-two and thirty-three respectively, shall apply to the works authorised by this Act, excepting that sub-section twenty-eight shall be read as if the name of Thomas Barham Foster, of Manchester, civil engineer, was inserted therein in the place of Charles Edward Cawley, therein described as of Manchester, civil engineer:

(2.) Notwithstanding the provisions of the Railways Clauses Acts, the Company shall not, without the consent of the Corporation, deviate from the lines and levels shown on the deposited plans and sections:

(3.) The Company shall enclose with walls or suitable fencing all surplus lands which may, in the opinion of the Corporation, become necessary by the execution of the works, in order to fence off the same respectively from the streets adjoining and from the said widened railway, such walls to be built of such height as the Corporation shall require, and in all other respects to the satisfaction of the Corporation:

(4.) In constructing the works authorised by this Act in Crown Street, Chatsworth Street, and Uxbridge Street, the Company shall not permanently alter or divert the sewers laid down in the said streets respectively, but the Company shall carry the same over and across their said railway and cuttings at their present levels and inclinations by means of brick or iron sewers, the internal dimensions of which shall not be less than those of the existing sewers respectively, and shall

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be constructed to the reasonable satisfaction of the Corporation:

(5.) If the Company shall take, under the powers of this Act, the lands in the parish of Liverpool numbered two and three respectively on the deposited plans, or either of them, the Corporation, by notice in writing under the hand of the town clerk, may require the Company to take the reversionary estate and interest of the Corporation in the lands and buildings adjoining the same comprised in an indenture of lease, dated the twenty-sixth day of September one thousand eight hundred and fifty-seven, from the Corporation to Thomas Wignall, James Richardson, and Robert Witham, as if the said lands and buildings formed part of the same house within the meaning of the ninety-second section of the Lands Clauses Consolidation Act, 1845: 8 & 9 Vict. c. 18.

(6.) The following streets shall be continued by the Company at and of their respective present levels and widths, and in other respects unaltered, across the widened railway:—(1) Back Brownlow Street; (2) Brownlow Hill; (3) Mount Pleasant; (4) Bedford Street North; (5) Peach Street; (6) Back Peach Street East; (7) Chatham Street; (8) Jasper Street; (9) Vine Street; (10) Crown Street; (11) Bamber Street; (12) Mildred Street; (13) Smithdown Lane; (14) Mason Street; (15) Highgate Street; (16) Back Highgate Street; (17) Kinglake Street; (18) Overton Street; (19) Harbord Street; (20) Goulden Street; (21) Woodside Street; (22) Layland Street; (23) Chatsworth Street; (24) Edgware Street; (25) Uxbridge Street; (26) Moorgate Street:

(7.) The Company shall not, without the consent in writing of the Corporation, permanently obstruct or interfere with the following streets, or either of them:—(1) Shimmin Street between Mason Street and Highgate Street; (2) Nevison Street between Kinglake Street and Shenstone Street:

(8.) Before interfering with Westminster Street the Company shall form and complete, to the satisfaction of the Corporation, a new street in lieu thereof, not less than forty-two feet in width for the whole length thereof, on the north side of and parallel with the proposed widened railway between Tunnel Road and Edgware Street, and shall form and complete, to the like satisfaction, a new street of the same width and (as nearly as practicable) in the same line as the said new street between Edgware Street and Chatsworth Street:

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(9.) Before interfering with Back Peach Street the Company shall form and make a new and substituted street, not less than twelve feet in width for the whole length thereof, on the south side of and parallel with the proposed widened railway for the whole length of the same between Back Peach Street and Peach Street:

(10.) Before the Company shall interfere with Little Vine Street they shall form and make a new street, not less than fourteen feet in width for the whole length thereof, on the south side of the proposed widened railway from Little Vine Street to Vine Street:

(11.) Before the Company shall obstruct or interfere with any existing passage to or from any dwelling-house or other building which the Company shall not have acquired, they shall provide and complete, to the reasonable satisfaction of the Corporation, a new passage to or from such dwelling-house or building, and so that every such new or altered passage in lieu of a passage open at both ends shall communicate with a public street at both ends thereof:

(12.) The Company shall from time to time pay to the Corporation all sanitary and other municipal rates leviable by or payable to the Corporation upon the respective assessments of any lands or property shown upon the deposited plans, or a proportion of such rates respectively, from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and assessed to such municipal rates; and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition, notwithstanding that the buildings thereon, or forming part thereof, may have been taken down: Provided always, that the Company shall not be charged with or be liable to the payment of any such rates upon any building or property which or part of which is required for the making of a new street, or the widening or improving of an existing street, as provided by this Act.

For protection of Liverpool Gas Company.

34. In constructing the works in connexion with the Company's Liverpool and Manchester Railway by this Act authorised, and in exercising the powers in connexion therewith conferred upon the Company, the following provisions for the protection of the Liverpool United Gaslight Company (herein-after called "the Liverpool Gas Company") shall be binding upon the Company, and full effect shall be given thereto:

(1.) Before removing or displacing any main, pipe, plug, or other work of the Liverpool Gas Company, or doing anything which may cause any impediment to the passage of gas through any of the said mains or pipes, the Company shall, at their own expense in all things, provide and lay in lieu thereof, and ready for use, good and sufficient mains, pipes, plugs, and other works proper and sufficient for continuing the supply of gas as sufficiently and satisfactorily as the same was supplied by the mains or pipes proposed to be removed or displaced; and all such mains, pipes, and other works shall be laid and done under the superintendence and control and to the reasonable satisfaction of the Liverpool Gas Company's engineer, and in such places, position, and manner in all respects as he shall require and approve; and all such substituted mains, pipes, and other works shall belong to and be and become the absolute property of the Liverpool Gas Company; and the engineer and other officers, servants, and workmen of the Liverpool Gas Company shall at all times have and be entitled to free access to such of the said mains, pipes, and other works as may be on the premises of the Company, for the purpose of examining, repairing, altering, or removing the same, or for any other lawful purpose:

(2.) The Company shall make good all damage which may be done to any mains, pipes, works, or other property of the Liverpool Gas Company, and shall save them harmless from all expenses, loss, or damage to be occasioned by or by reason of the works authorised by this Act, and shall make full compensation to the Liverpool Gas Company, and to all other persons, for any loss or damage which they respectively may sustain by reason of any interference with or disturbance of the said mains, pipes, or other works, or with the private service pipes of any person or persons supplied with gas by the Liverpool Gas Company:

(3.) The Company shall not remove or interfere with any main pipe or other work of the Liverpool Gas Company until they shall have given to the last-mentioned Company's engineer fourteen days previous notice in writing of their intention so to do, specifying all necessary particulars relating thereto, nor until the Liverpool Gas Company shall have signified their approval of the same, unless they do not signify such approval or their disapproval, or other directions, within fourteen days after service of the said notice and particulars;

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and the Company shall comply with and conform to all reasonable requirements, directions, and regulations of the Liverpool Gas Company in the execution of the said works, and shall provide, in such manner as the Liverpool Gas Company shall reasonably require, for the protection of and prevention of injury or impediment to the mains, pipes, and other works of the Liverpool Gas Company.

For protection of Barton, Eccles, &c., local board.

35. The works in connexion with the Company's Liverpool and Manchester Railway authorised by this Act, and the exercise by the Company of the other powers conferred upon them in relation thereto, shall, as between the local board for the district of Barton, Eccles, Winton, and Monton, in the county of Lancaster, on the one hand, and the Company on the other hand, and notwithstanding anything in this Act contained to the contrary, be carried into effect within the district of the said board, in accordance with the conditions and restrictions which have been agreed upon by the said board and the Company, and which are herein-after set forth; (that is to say,)

(1.) The Company shall not, without the written consent of the said board under their common seal, make any bridge upon or over the road called New Lane, and numbered on the deposited plans 18 in the parish of Eccles, of a less span than thirty-six feet, or of a less height than the height of the existing bridge carrying the Company's Liverpool and Manchester Railway over the said road:

(2.) The Company shall not, without such written consent as aforesaid, construct any bridge upon or over the road called Worsley Road, and numbered on the deposited plans 42 in the same parish, of a less height than the height of the existing bridge carrying the said Liverpool and Manchester Railway over the said road, or of a less span than thirty-six feet:

(3.) The Company shall not, without such written consent as aforesaid, construct any bridge upon or over the canal bank numbered on the deposited plans 61 in the same parish, of a less height or span than the height and span respectively of the existing bridge carrying the said Liverpool and Manchester Railway over the said canal bank:

(4.) The Company shall, before stopping up the road and level crossing numbered on the deposited plans 65 in the same parish, take down and reconstruct the existing bridge over the road called Green Lane, and numbered on the deposited plans 66 in the same parish, and shall construct a new girder

bridge to carry the widened railway over the said road of a clear height throughout of fourteen feet from the surface of the road to the underside of the bridge, and in such manner that the roadway may be of a clear width of thirty feet, and shall also widen the said road so that it may be of such clear width of thirty feet on each side of the centre line of the widened railway (as well under the bridge as elsewhere) between the points where the present level crossing approaches diverge from the existing road, and will, upon obtaining the consent or power herein-after mentioned, adjust the levels of the said road so that the gradients on the north side of the widened railway shall be not more than one foot in twenty, and on the south side thereof not more than one foot in thirty-four, in any part:

(5.) The Company shall, in default of obtaining the consents of the landowners, apply in the ensuing session of Parliament for power to carry out the alteration of Green Lane on the south side of the railway, and the said board shall, at the cost of the Company, assist them in their application.

For protection of Sir H. De Trafford.

36. In case the consent of Messieurs Nasmyth and Company, or others the owners of the Bridgewater Foundry, can be obtained to the lowering of the tramway into that foundry so as to allow of a gradient of not more than one foot in thirty feet in that part of the said road called Green Lane, mentioned in the last preceding section, which is situate on the north side of the existing railway bridge, the Company will construct the said road on the north side of the widened railway so as to be of a gradient of not more than one foot in thirty feet accordingly: Provided always, that the consent of the said Messieurs Nasmyth and Company shall be given without any compensation, except the expense of reconstructing the said tramway.

For protection of Bridgewater Navigation Company, Limited.

37. In carrying out the works in connexion with the Company's Liverpool and Manchester Railway authorised by this Act across the canal belonging to the Bridgewater Navigation Company, Limited, (herein-after called the Bridgewater Company,) the following provisions shall apply to and be obligatory upon the Company:

(1.) The Company shall carry the railway over the canal of the Bridgewater Company at the proposed crossing thereof near the Patricroft station according to plans and specifications to be reasonably approved by and to be executed under the superintendence and to the satisfaction of the principal engineer for the time being of the Bridgewater Company, and in all things at the expense of the Company:

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(2.) The said widening shall be carried over the canal and towing-path by means of a girder bridge, which shall have a single span of not less than forty feet on the square of the piers or abutments at the point of crossing, and a clear height above the ordinary top level of the canal of not less than twelve feet three inches for the entire width thereof:

(3.) During the construction of the said widening over the canal, the Company will bear, and, on demand, pay to the Bridgewater Company, the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their canal with reference to and during the execution of the intended works, and for preventing, as far as may be, all interference with or obstruction to the working of the traffic of the canal, and any danger and accident to boats or persons navigating or employed upon the canal, which may arise from any of the operations of the Company, or from any acts or defaults of the contractors, or of any person or persons in their employment, or otherwise:

(4.) The Company shall at all times maintain the bridge and other works by which the railway shall be so carried over the canal in substantial repair and good order, to the reasonable satisfaction in all respects of the principal engineer for the time being of the Bridgewater Company; and if and whenever the Company fail so to do, the Bridgewater Company may make or do such repairs in and upon as well the lands of the Company as their own lands; and the sum from time to time certified by such engineer as being the reasonable amount of such expenditure shall be repaid to the Bridgewater Company, and in default of payment may be recovered by them from the Company, with full costs, in any court of competent jurisdiction:

(5.) The Company, and their contractors, agents, servants, or workmen, shall not, in constructing or repairing the railway and works over the canal, obstruct, impede, or interfere with the free, uninterrupted, and safe use of the canal or other works of the Bridgewater Company, or any traffic thereon; and if any such obstruction or interference shall be caused or take place contrary to this enactment, the Company shall forfeit and pay to the Bridgewater Company, by way of ascertained damages, the sum of ten pounds for every hour during which such obstruction or interference shall continue:

(6.) Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to the Bridgewater Company all costs, losses, damages, and expenses which may be occasioned to that Company, or to any of the works or property thereof, or to the traffic thereon, or otherwise, by reason of the execution or failure of the said widening and the works in connexion therewith, or of any act or omission of the Company, or of any of the persons in their employ, or of their contractors or others; and the Company will effectually indemnify and hold harmless the Bridgewater Company from all claims and demands upon or against them by reason of such execution or failure, and of any such act or omission:

(7.) The Company shall not in any case, without the previous consent in writing under the common seal of the Bridgewater Company, take, use, enter upon, or interfere with the canal, works, lands, or property at any time belonging to or in the possession or under the power of the Bridgewater Company, except only such parts thereof respectively as shall be absolutely necessary for making and maintaining the bridge by which the railway is, under the provisions of this Act, to be carried over the canal of the Bridgewater Company:

(8.) With respect to the canal, works, lands, or property of the Bridgewater Company which the Company are by this Act authorised to take, use, enter upon, or interfere with, the Company shall not purchase and take the same, but they may purchase and take, and the Bridgewater Company may and shall sell and grant, 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:

(9.) Nothing in this Act shall extend to prejudice, alter, or take away any of the rights, privileges, or powers of the Bridgewater Company otherwise than is herein expressly provided.

For protection of Lancashire and Yorkshire Railway Company.

38. For the protection of the Lancashire and Yorkshire Railway Company (herein-after in this Act called "the Lancashire and Yorkshire Company") the following provisions shall, unless otherwise agreed between the Lancashire and Yorkshire Company and the Company, have effect with respect to the works in connexion with the Liverpool and Manchester Railway, the acquisition of lands at Salford, and the making of the new street at Manchester by this Act respectively authorised; (that is to say,)

(A.) Notwithstanding anything in this Act contained, the Company shall not enter upon or take any land or property of the Lancashire and Yorkshire Company, or the site of

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Upper Booth Street intended to be acquired by them, other than land and property on the south side of the North-western Company's existing viaduct, and within a space bounded on one side by such viaduct, and on the other side by a line extending from New Bailey Street, in Salford, to and inclusive of the Manchester, Bolton, and Bury Canal, which line is coloured dark red on duplicate copies of the deposited plan signed respectively by William Baker on behalf of the Company, and by Sturges Meek on behalf of the Lancashire and Yorkshire Company, one of such copies being in the possession of the Company, and the other in the possession of the Lancashire and Yorkshire Company; reserving always to the Lancashire and Yorkshire Company the free use of the surface of the ground under the arches of the widened viaduct between Irwell Street and the canal, and under the viaduct intended to be supported by columns between New Bailey Street and Irwell Street:

(B.) During the construction and maintenance of the said widened viaduct, the Lancashire and Yorkshire Company shall allow the Company access over their adjoining land to the site of the said viaduct, subject to such regulations as shall be agreed upon between the engineers of the two Companies, or as shall, failing agreement, be settled by arbitration in manner herein-after mentioned, the Company making good all damage to be occasioned by the exercise of such right of access:

(C.) In constructing and maintaining the said widened viaduct the Company shall not impede the navigation of the canal, or the use of the towing-path thereof, belonging to the Lancashire and Yorkshire Company, or prevent or unnecessarily impede the free use by that Company of the surface of the ground under the arches of the existing viaduct and the intended widening thereof between Irwell Street and the canal, and under the existing viaduct and the intended widening thereof to be supported by columns as aforesaid between New Bailey Street and Irwell Street:

(D.) The Company shall carry the widening of the viaduct through or over the property of the Lancashire and Yorkshire Company, including the site of Upper Booth Street, subject to the stipulations herein-after mentioned:

The said widened viaduct between and inclusive of the said canal and Irwell Street shall be constructed of brick and stone, and the arches and springings thereof shall be of the

same heights and spans as the arches of the existing viaduct, except the openings at W, X, Y, and Z, which shall be constructed in the manner marked on the said plan; the said widened viaduct between New Bailey Street and Irwell Street shall be constructed upon columns in the positions shown on the said plan, with the same height throughout from the surface of the ground as the existing viaduct; and the said columns shall be constructed in the Lancashire and Yorkshire Company's wall at present separating their goods station in Upper Booth Street from that street, and shall not project in Upper Booth Street further than the face of such wall in Upper Booth Street, and the said wall shall be restored by the Company so that the goods yard of the Lancashire and Yorkshire Company in Upper Booth Street shall be fenced off as efficiently as at present:

(E.) The Company shall construct the said widened viaduct throughout, so as effectually to prevent, as far as practicable, any leakage or dropping of water therefrom:

(F.) The Company shall from time to time make good all damage that may be occasioned to the railway, stations, canal, or works of the Lancashire and Yorkshire Company by any defect or want of repair of the said viaduct when widened, or the works in connexion therewith; but

(*a.*) In every case of pressing necessity, and

(*b.*) In every other case, if, for seven days after notice in writing thereof given to the Company by the Lancashire and Yorkshire Company, the Company neglect to proceed with due diligence to make good such damage,

the Lancashire and Yorkshire Company may, if they think fit, make good the damage, and the amount expended by them in so doing shall be repaid to them by the Company:

(G.) All questions and differences which may at any time arise between the Company and the Lancashire and Yorkshire Company as to the construction or effect, performance, observance, non-performance, or non-observance of any of the foregoing provisions, or any matters connected therewith or consequent thereon, shall be determined by an engineer, to be appointed by the engineers for the time being of the two Companies, or if, for fourteen days after the question or difference arise, the two engineers do not agree upon an arbitrator, then by an engineer to be appointed by the Board of Trade upon the application in writing of both or either of the said engineers; and the decision of every such arbitrator

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shall be binding and conclusive upon both the parties in difference, and the costs of the arbitrator shall be in his discretion.

Compensation to Corporation of Manchester in respect of Victoria Arches.

39. The Company shall pay to the mayor, aldermen, and citizens of the city of Manchester (herein-after called "the Manchester Corporation") such compensation for injuriously affecting their property known as Victoria Arches by the making and maintaining of the new street in the parish of Manchester, and the bridge carrying the same over the River Irwell, and the works connected therewith, authorised by this Act, as shall, failing agreement, be determined by arbitration under the Lands Clauses Consolidation Act, 1845.

8 & 9 Vict. c. 20.

As to diversion of River Irk.

40. The Manchester Corporation shall, at the request and cost of the Company, divert the River Irk under Walker's Croft, the approach to Victoria station and Hunt's Bank, according to such plans and in such manner as shall be agreed upon between the surveyor for the city of Manchester (herein-after referred to as the city surveyor) and the engineer of the Company, or, failing their agreement, as shall be determined by an engineer to be appointed by the president for the time being of the Institution of Civil Engineers; provided that the consent of the justices of the peace for the county of Lancaster, and of the Lancashire and Yorkshire Railway Company, to the said diversion, and the works (as well temporary as permanent) connected therewith, so far as their consent respectively may be necessary, shall be obtained by the Company prior to the commencement by the Manchester Corporation of the said diversion and works; and provided always, that no such diversion shall interfere with the cellars or premises of the Palatine Hotel. The Company shall, on the certificate of the city surveyor of the completion of the said diversion and works, and of the cost thereof, pay to the Manchester Corporation the amount of the cost so certified.

Provisions as to bridge and works for crossing Great Ducie Street, Manchester.

41. The bridge and works for the purpose of carrying the widening of the Liverpool and Manchester Railway by this Act authorised over Great Ducie Street, in the city of Manchester, (herein-after in this section called "the street,") shall be executed as herein-after mentioned, and not otherwise, and the following provisions for the protection of the Manchester Corporation shall have effect:—

(A.) To prevent any interference with or danger to the traffic of the street, the Company shall not erect or place thereon any scaffolding, staging, platform, or other work, except in such position as shall be approved by the city surveyor;

and the works shall be sufficiently lighted and watched, both by day and night, until the completion thereof, by and at the expense of the Company; and arrangements shall be made, at the cost of the Company, to the reasonable satisfaction of the city surveyor, that the tramway and general traffic in the street shall be continued during the progress of the works; the Company shall pay any expenses or loss incurred or occasioned to the Manchester Corporation or their lessees by reason of the interference with or stoppage of the said tramway traffic during the execution of the works:

(B.) The bridge shall be a flat girder bridge to be placed in immediate connexion with the southernmost existing bridge of the Company over the street, and shall not at any place be more than twenty-six feet six inches in width:

(C.) The bridge shall be erected of brick, stone, or iron, and shall be of one span or opening only, and shall be constructed with perpendicular piers and flat girders resting thereon; and the piers thereon shall not encroach in any way on the street, and shall be so placed as to be lineable with the street; and underneath the bridge, for the whole length and width thereof, there shall be a clear headway of not less in any part between the surface of the street and the underside of the girders than that of the adjoining bridge:

(D.) The piers or abutments and foundations of the bridge shall be made from the surface of the ground to such depths as shall be sufficient to allow the Manchester Corporation to make and construct, repair or relay, any sewers or drains, and to lay any water or gas mains or other pipes, which, under or by virtue of any Act of Parliament, the Corporation are or may at any time hereafter be authorised to lay down, construct, or deposit:

(E.) The parapet of the bridge shall be of such height from the level of the rails on each side of the bridge throughout the entire crossing of the street as shall be agreed upon between the city surveyor and the Company's engineer, or, in default of agreement, shall be determined by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party:

(F.) The bridge shall be constructed according to an elevation to be approved by the Manchester Corporation, and shall, so far as practicable, be made and maintained drop-dry at

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all times, and shall in all respects be maintained in complete repair, by the Company :

(G.) The Company shall, at their own cost, build and for ever thereafter maintain a wall or facing of white glazed bricks or tiles along the boundary of their property, and to the full extent thereof on each side of and fronting into the street under the bridge, and the two adjoining bridges of the Company, and the covering over the street herein-after mentioned :

(H.) The underside of the three bridges of the Company over the street, and all exposed iron work and wood work in connexion therewith, shall be painted white by the Company at least once in every year, if so requested by the Corporation :

(I.) Subject to the consent of the Lancashire and Yorkshire Company, and to the payment to the Company of one half of the cost of the work next herein-after referred to, the Company shall cover over the portion of the street lying between the aforesaid bridges of the Company, and the bridge of the Lancashire and Yorkshire Company over the street, and will once in every year paint with a white colour the whole of the under side of the said covering, so far as it shall not be composed of glass; such covering shall be in accordance with a plan to be reasonably approved by the city surveyor, and the underside thereof shall not in any part be of less height above the surface of the street than that of the adjoining bridge :

(J.) The Manchester Corporation may, at the cost of the Company, place such lamps as may from time to time be necessary to efficiently light the street under the said bridges of the Company, and keep the same sufficiently lighted :

(K.) In consideration of the provisions in this section hereinbefore contained for the benefit of the Manchester Corporation, that Corporation shall not make any claim for compensation in respect of the additional covering of the street by means of the intended bridge :

(L.) Whenever, in execution of the powers of this Act, it shall be necessary to alter, interfere with, or disturb any tramway, sewer or drain, or any gas, water, or other main or pipe or apparatus belonging to the Manchester Corporation, such alteration, interference, or disturbance shall be carried into effect by and under the direction of that Corporation, but at the cost in all respects of the Company :

(M.) The cost of constructing, providing, and laying any new tramway, sewer, drain, main, or pipes or apparatus in substitution for any which may be rendered useless by such alteration, interference, or disturbance shall be paid to the Manchester Corporation by the Company:

(N.) The cost of any tramway, sewer, drain, water, gas, or other main or pipe, or apparatus belonging to or under the control of the Manchester Corporation, rendered useless or unproductive to the Corporation by the works authorised by this Act, shall be paid to that Corporation by the Company:

(O.) The cost of all the works and matters which are under this section to be executed, done, or provided by the Manchester Corporation at the cost of the Company, and all other costs and expenses by this section made payable by the Company to that Corporation, shall be paid on demand, and shall be recoverable in any court of competent jurisdiction.

For protection of Corporation of Salford.

42. For the protection of the mayor, aldermen, and burgesses of the borough of Salford (in this section called the Corporation), the following provisions with respect to the widening of the Liverpool and Manchester Railway by this Act authorised shall have effect; that is to say,

8 & 9 Vict. c. 20.

(1.) The provisions of sections 18 to 23 (both inclusive) of the Railways Clauses Consolidation Act, 1845, shall extend and apply to the gas and water mains, pipes, and apparatus of the Corporation and to the Corporation in respect thereof, as though the Corporation were a gas or water company or society:

(2.) If, by reason of the execution of the powers of this Act, any additional gas or water mains, pipes, sewers, or drains, or any increased lengths or capacity thereof respectively, be rendered necessary, the same shall be respectively provided, laid, and constructed by the Corporation at the cost of the Company:

(3.) If by reason of the execution of the powers of this Act, the Corporation shall at any time incur any additional cost in repairing or altering any gas or water main, pipe, or apparatus, or any sewer or drain, such additional cost shall be repaid by the Company to the Corporation:

(4.) Before the Company interfere with any existing sewer or drain, they shall, to the reasonable satisfaction of the Corporation, and in accordance with plans and sections to be previously submitted and reasonably approved of by the

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Corporation, construct a sufficient substituted sewer or drain, and connect the same with the sewer or drain so interfered with :

(5.) If the Company construct any pier or abutment over any sewer of the Corporation, the Company shall, if so required by the Corporation, construct and maintain a good and sufficient culvert thereover so as to afford access thereto for the purpose of repairs :

(6.) Nothing in this Act shall interfere with the rights or powers of the Corporation in relation to the making of new sewers and drains :

(7.) The road bridge to be constructed over Chapel Street shall be a girder bridge with a clear headway throughout of not less than eighteen feet, and shall not be wider than sixty feet between the parapets :

(8.) The bridge over Hampson Street shall be a girder bridge having the same clear width as the existing bridge thereover, with a headway of not less than fifteen feet throughout :

(9.) The widened part of the bridge over Irwell Street shall have a clear span between the abutments of not less than forty-eight feet throughout; and if the existing bridge so to be widened be rebuilt or reconstructed, the whole of the columns thereunder shall be removed, and it shall be made of the same clear span as the widened part thereof :

(10.) The span and headway of the bridge over New Bailey Street shall respectively be not less than that of the existing bridge of the Lancashire and Yorkshire Railway Company over that street, and any pillars for the support of the intended bridge shall be placed in the same line as the pillars of the said existing bridge :

(11.) The intended new arches over Spaw Street, Johnson Street, Foundry Street, Deal Street, Union Street, Bury Street, Legendre Street, and Storey Street respectively shall have the same clear span and headway as the existing arches over those streets respectively :

(12.) The railway shall be carried over Quay Street, Chapel Street, and Greengate respectively by girder bridges of the full span of those streets respectively, and having a clear headway throughout of not less than nineteen feet and nine inches in the case of Quay Street and Chapel Street respectively, and twenty feet and eight inches in the case of Greengate :

(13.) The railway shall be carried over Blackfriars Street and Gravel Lane by a girder bridge having the full span of those two streets together, including their respective pavements, and having a headway not less than that of the existing bridge over Blackfriars Street:

(14.) The railway shall be carried over Miller Street by a girder bridge having a span of not less than sixty-three feet, and a clear headway throughout of not less than eighteen feet and six inches:

(15.) All bridges shall, so far as may be practicable, be constructed so as to prevent the dropping of water on the land beneath:

(16.) The Company shall inclose with walls or suitable fencing all surplus lands which may, in the opinion of the Corporation, become necessary by the execution of the works in order to fence off the same respectively from the streets adjoining:

(17.) Whenever, in the construction of a bridge under the powers of this Act over any public street, a recess be left therein and under such bridge, the Company shall, on the request of the Corporation, fence off or build up such recess:

(18.) All bridges and viaducts to be constructed under the powers of this Act, not screened from the streets by buildings, shall be constructed with parapets of not less than nine feet above the level of the upper surface of the rails or platform, as the case may be:

(19.) The abutments and foundations of all bridges over any public street shall be carried to such a depth below the surface thereof as to allow the Corporation to reconstruct, lay, or repair any existing sewer, watercourse, main, or other pipe:

(20.) The abutments of the bridges over Chapel Street and Greengate respectively shall be faced with white enamelled bricks, and the Company shall, at least once in every two years, paint white the underside of those several bridges, and all exposed iron and wood work in connexion therewith respectively:

(21.) The Corporation, at the cost of the Company, may from time to time provide, place, maintain, and keep lighted, as well by day as by night, such lamps as may be necessary to efficiently light the bridges over Miller Street and Greengate:

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(22.) The Company shall not stop up Yorkshire Street, but shall connect the same with Wilkinson Street by means of a new street at least eighteen feet wide:

(23.) Before the Company obstruct any street or road they shall, to the reasonable satisfaction of the Corporation, provide, and thenceforward, until such obstruction be removed, maintain, proper accommodation for the traffic thereof, and access to houses and property therein, with proper fences and lights:

(24.) The Company shall not erect or place in Blackfriars Street, Chapel Street, and New Bailey Street any scaffolding, staging, platform, or other work, except in such position as shall be approved by the borough surveyor; and the works shall be sufficiently fenced, lighted, and watched, both by day and night, until the completion thereof, by and at the expense of the Company, and arrangements shall be made, at the cost of the Company, to the reasonable satisfaction of the borough surveyor, that the tramway traffic in those streets shall be continued during the progress of the works; the Company shall pay any expenses or loss incurred or occasioned to the Corporation or their lessees by reason of the interference with or stoppage of the said tramway traffic during the execution of the works:

(25.) The Company shall repay to the Corporation the sum of one hundred and eighty-two pounds fourteen shillings, the cost incurred in relation to the acquisition of the piece of land coloured yellow on a plan agreed to and signed by Christopher Moorhouse on behalf of the Corporation, and T. A. and J. Grundy and Company on behalf of the Lancashire and Yorkshire Railway Company, on the fifth day of April one thousand eight hundred and seventy-eight, being the plan of the land required for improving the access from New Bailey Street under the widened railway to the station of the Lancashire and Yorkshire Railway Company:

(26.) Where any house or building is severed by the Company, they shall, to the reasonable satisfaction of the Corporation, build up the severed end:

(27.) All new streets and diversions of streets shall be formed, sewered, drained, channelled, kerbed, paved, flagged, and completed, and all streets the surface of which shall be disturbed by the Company shall be restored to the reasonable satisfaction of the Corporation:

(28.) All works to be executed by the Company under this section shall, except as otherwise herein provided, be so executed at the cost in all respects of the Company :

(29.) The Company shall from time to time pay to the Corporation all sanitary and other municipal rates leviable by or payable to the Corporation upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively, from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and assessed to such municipal rates; and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition, notwithstanding that the buildings thereon, or forming part thereof, may have been taken down: Provided always, that the Company shall not be charged with or be liable to the payment of any such rates upon any building or property which, or part of which, is required for the making of a new street, or the widening or improving of an existing street, as provided by this Act:

(30.) The Company and the Corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company for the protection of the Corporation, and for the execution by the Corporation of any such works, and the acquisition of land therefor:

(31.) If any difference arise between the Company and the Corporation touching anything to be done or not to be done under the provisions of this section, such difference shall be settled by an engineer to be appointed (unless otherwise agreed upon), upon the application of either of the parties in difference, by the President for the time being of the Institution of Civil Engineers, and the costs of the reference shall be borne as he shall direct.

Provision as to new road in the borough of Salford.

43. The Company, for the purpose of giving an additional access from the western part of the borough of Salford to the new station intended to be made by them therein, shall, before they open that station, make and complete a new road wholly in that borough, terminating in front of the intended new station, according to plans and sections to be agreed on between the engineer of the Company and the surveyor of the Corporation of Salford; and the said new road, when made and completed, shall from time to time and in perpetuity be repaired and maintained by the Company.

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Proper accounts of the cost of the new road, and of the land required for the same, and of all incidental expenses relating thereto, shall be delivered by the Company to the Corporation.

Any difference between the Company and the Corporation as to the reasonableness of such costs and expenses, or as to the plans, sections, drawings, and specifications in accordance with which the new road is to be constructed, shall be determined by arbitration in the manner prescribed by the Railway Companies Arbitration Act, 1859, and for the purposes of such arbitration the Corporation shall be deemed to be a railway company.

22 & 23 Vict. c. 59.

When and so soon as the amount of such expenditure is ascertained the Corporation shall pay to the Company the amount thereof, less the sum of twenty thousand pounds, together with interest at the rate of five per centum per annum thereon (less as aforesaid) from the date of the expenditure from time to time to the time of payment.

Company to widen Gorton Street, Salford, before executing works affecting Miller's Lane.

44. Notwithstanding anything in this Act contained, the Company shall not, in constructing the works in connexion with the Liverpool and Manchester Railway, and the acquisition of lands at Salford, and the making of the new street at Manchester by this Act authorised, commence or execute any work in or over, or stop up, or in any way interfere with, or do any act or thing to impede the traffic passing from and into Dawson Street, and over and along and the public user of that portion of Miller's Lane which extends from Dawson Street to Greengate, in the said township of Salford, until the Company have, at their own costs and charges in all things, widened to the extent of thirty feet throughout the whole length thereof Gorton Street, in the said township, and have formed, paved, flagged, and channelled the said widened portion to the reasonable satisfaction of Samuel Dewhurst and Company, Limited, and dedicated the same to the public use.

Period for compulsory purchase of lands.

45. The powers of the Company for the compulsory purchase of lands under this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works.

46. If the Wolverton deviation and short connecting railway, or the new railway at Aston, or the Blackbrook branch extension, or the Glasson Dock Railways, or the two Bolton and Kenyon Railway deviations, is or are not respectively completed within five years from the passing of this Act, then, on the expiration of that period, the powers by this Act granted to the Company for making and completing the railway or railways not completed, or otherwise

in relation thereto, shall cease to be exercised, except as to so much thereof respectively as is then completed. A.D. 1878.

Company liable to penalty unless railways opened within period limited.

47. If the Company fail within the period limited by this Act to complete the Wolverton deviation and short connecting railway, or the new railway at Aston, or the Blackbrook branch extension, or the Glasson Dock Railways, or the two Bolton and Kenyon Railway deviations, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted railway or railways is or are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway or railways in respect of which the penalty has been incurred.

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway or railways in reference to which the penalty has been incurred, in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act, 1854. 17 & 18 Vict. c. 13.

Every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened, in the name and with the privity of Her Majesty's Paymaster General, on behalf of the Chancery Division of the High Court of Justice, in the bank and to the credit named in such warrant or order, and shall not be paid thereout, except as herein-after provided.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the uncompleted railway or railways by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

As to application of penalty.

48. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway or railways in respect of which the penalty has been incurred, or any portion thereof, or who may have

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been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company by this Act of taking property for the purposes of such railway or railways, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice may seem fit.

If no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the said Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the said Chancery Division, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Lands for extraordinary purposes. 8 & 9 Vict. c. 20.

49. The quantity of land to be taken by the Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed seven acres.

Abandonment of portion of Bletchley, Northampton, and Rugby Railway.

50. The Company may and shall abandon the construction of so much of their authorised Bletchley, Northampton, and Rugby Railway as lies between the commencement and termination of the Wolverton deviation by this Act authorised.

Compensation for damage to land by entry, &c. for purposes of works abandoned. 8 & 9 Vict. c. 18.

51. The abandonment by the Company of the above-mentioned portion of their Bletchley, Northampton, and Rugby Railway shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of the Lands Clauses Consolidation Act, 1845, for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out the line of the authorised work, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation in accordance with the provisions in that behalf of the Railways Clauses Consoli- 8 & 9 Vict. c. 20.

dation Act, 1845, so far as the same may be applicable, for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the last-mentioned Act, or in the London and North-western Railway (Bletchley, Northampton, and Rugby) Act, 1875. 38 & 39 Vict. c. cii.

Compensation to be made in respect of portion of work abandoned.

52. Where, before the passing of this Act, any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to the portion of railway by this Act authorised to be abandoned, and which shall not be required for the purposes of any of the works by this Act authorised, the Company shall be released from all liability to purchase or to complete the purchase of any such lands; but, notwithstanding, full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice.

The amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof. 8 & 9 Vict. c. 18.

Discontinuance of portions of railways.

53. The Company may and shall abandon and discontinue the maintenance of the under-mentioned portions of their railways; (that is to say,)

(*a.*) So much of their Newport Pagnell branch railway as lies between the commencement of the short connecting railway by this Act authorised and the Wolverton station;

(*b.*) So much of their Bolton and Kenyon Railway as extends from the point thereon near the Chequerbent station where that railway is crossed on the level by a public carriage-road to a point thereon one thousand two hundred yards or thereabouts north-east of that station; and

(*c.*) So much of the same railway as extends from the Daubhill station thereon to the point thereon where that railway is crossed on the level by High Street, Bolton:

Provided always, that the Company may, if they think fit, retain the site and soil of the portions of railways respectively so discontinued, and may use the same for sidings or other general purposes of their undertaking; but in the event of the Company not requiring so to retain the whole or any part of that site and soil, they shall sell the portions not so retained, and the provisions of the Lands Clauses 8 & 9 Vict. c. 18.

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Consolidation Act, 1845, with respect to lands acquired by the promoters of the undertaking under the provisions of that or the special Act, or any Act incorporated therewith, but which shall not be required for the purposes thereof, shall apply to the whole or such parts of the before-mentioned site and soil as shall not be so retained by the Company; and the prescribed period in those provisions referred to shall mean ten years from the passing of this Act.

Further provision for protection of Corporation of Bolton.

54. With respect to the abandonment of the portion of the Bolton and Kenyon Railway by this Act authorised, the following provisions for the protection of the Corporation of Bolton shall have effect; that is to say,

(1.) The gates across Saint Helen's Road shall be reversed so as to be across the said railway, instead of, as at present, across the said road, and shall be kept constantly closed across such railway on both sides of the said road, except during the passage of engines or carriages thereover, and section 47 (provision in case where roads are crossed on a level) of the Railways Clauses Consolidation Act, 1845, shall for the purposes of this section be construed accordingly:

8 & 9 Vict. c. 20.

(2.) The abandonment of the portion of the said railway between Daubhill and the level crossing in High Street shall extend to the north-east side of that street, and the Company shall restore the surface of the street at such level crossing uniform with the remainder thereof:

(3.) The Company shall remove the bridge by which Swan Lane is carried over the said last-mentioned portion of railway, and shall, to the reasonable satisfaction of the Corporation, fill up the hollow under the said bridge to the same level and of the same width as the adjacent portion of the lane on the north-west side thereof, and shall, in lieu of the bridge so removed, make and form a roadway similar to the roadway on the said north-west side, and the roadway so to be formed shall, together with the approaches to the said bridge, be for ever after maintained and kept in repair by the Corporation:

(4.) The Company shall remove the bridge which carries the said last-mentioned portion of railway over Adelaide Street and the abutments and wing walls thereof, and shall throw so much of the site of such abutments and wing walls into the said street as shall be sufficient for making the same of the like width as the adjacent portion of the street on the north-west side thereof:

(5.) All works to be done by the Company under this section shall be executed at their cost in all things:

(6.) The Corporation and the Company may from time to time enter into and carry into effect any agreements for or in relation to the alteration or mode of execution of any of the works by this section prescribed, and for the execution by the Corporation of any such works and the acquisition of any lands therefor:

(7.) If any difference arise between the Corporation and the Company touching this section, or anything to be done or not to be done, or the cost of any works to be executed thereunder, such difference shall be determined by an engineer to be agreed upon between the Corporation and the Company, or, in default of agreement, to be appointed, on the application of either of them, by the president for the time being of the Institution of Civil Engineers, and the costs of the reference shall be borne as he shall direct.

Agreement with Commissioners and Trustees of port of Lancaster confirmed.

55. The agreement dated the twenty-first day of June one thousand eight hundred and seventy-eight, and made between the Company of the one part and the Commissioners and Trustees of the port of Lancaster of the other part, which is set forth in the Second Schedule to this Act, is hereby confirmed and made binding upon the parties thereto, and full effect may and shall be given thereto, and the powers by this Act conferred upon the Company with respect to the execution of the Glasson Dock Railways shall not be exercised otherwise than in accordance with the provisions and conditions of that agreement, anything in this Act to the contrary notwithstanding.

Power to Commissioners and Trustees of port of Lancaster to borrow money for purposes of confirmed agreement.

56. The Commissioners and Trustees of the port of Lancaster may from time to time borrow at interest on the mortgages or security of the rates and duties accruing to or leviable by them (including light duties) such moneys as they may from time to time think requisite for the purposes of the said agreement set forth in the Second Schedule to this Act, not exceeding the sum of thirty thousand pounds:

Provided that any mortgages or securities created or issued under this section shall not prejudice or affect or be a charge upon the proportion of such rates or duties which shall from time to time be payable by the said Commissioners or Trustees to the Company under the provisions of the said agreement of the twenty-first day of June one thousand eight hundred and seventy-eight scheduled to this Act.

The provisions of the Act 47 George III., session 2, chapter 37, ("An Act to explain, amend, and render more effectual several "Acts for improving the navigation of the River Loyne, otherwise

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" Lune, and for building a quay or wharf near Lancaster, in the " county palatine of Lancaster,") relative to mortgages and transfers of mortgages, and entries thereof, shall respectively (mutatis mutandis) apply to the mortgages and transfers of mortgages of the rates and duties to be made under this section; and all acts and things authorised or required to be done by the Commissioners and Trustees of the port of Lancaster by or under this Act, or the said agreement confirmed thereby, may and shall be done by the major part of such Commissioners and Trustees in like manner as other acts and things are now authorised or required to be done by the major part of the said Commissioners and Trustees.

Power to Company to raise additional money by creation of shares or stock.

57. The Company from time to time may raise, for the purposes of this Act, by the creation and issue of shares or stock, such capital as they shall think necessary, not exceeding two million two hundred and fifty thousand pounds, exclusive of the capital which they are or may be authorised to raise by any other Act or Acts of Parliament, and the Company may create and issue such shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock, as they may think fit.

Shares not to issue until one fifth part paid up.

58. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Except as otherwise provided, new capital to be subject to same incidents as ordinary capital.

59. The capital created by the Company under this Act, and the shares or stock therein, and the holders thereof respectively, (except any capital and shares or stock therein to which a preferential dividend is attached, and the holders of those shares and that stock respectively,) shall be subject and entitled to the same powers, provisions, forfeitures, liabilities, rights, privileges, and incidents whatsoever in all respects as if that capital were part of the now existing ordinary capital of the Company, and those shares and that stock were shares and stock in that ordinary capital.

Dividends on new shares or stock.

60. Every person who becomes entitled to a share or any stock created by the Company under this Act shall, in respect of the same, be a holder of shares or stock in the Company, and shall be entitled to a dividend, either preferential or ordinary, as the case may be, with the other holders of shares or stock of the same class or description, proportioned to the whole amount from time to time called and paid on such new shares or stock.

Votes and qualifications in respect of

61. The holders of the shares or stock created under this Act shall have rights of voting and qualifications in respect thereof on

the principle that each sum of one hundred pounds paid up in respect of the shares or stock held by any such holder shall be deemed equivalent to one original share of one hundred pounds in the capital of the Company as prescribed by their Act of incorporation:

new shares or stock.

Provided that no person shall be entitled to vote in respect of any less amount than one hundred pounds paid up:

Provided also that (unless otherwise specified in any resolution of the Company) no person shall be entitled to vote in respect of any share or stock created or issued under this Act to which a preferential dividend shall be assigned.

New shares or stock raised under this and any other Acts may be of same class.

62. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock, and to the provisions of this Act and any other Act passed in the present session of Parliament, whether before or after the passing of this Act, by which the Company may be authorised to raise capital by new shares or stock, the Company may, if they think fit, raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Receipt in case of persons not sui juris.

63. If any money is payable to a holder of shares or stock in the Company, being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow on mortgage.

64. The Company may, in respect of the additional capital of two million two hundred and fifty thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage for the purposes of this Act any sum not exceeding in the whole seven hundred and fifty thousand pounds in manner following; (that is to say,) in respect of each sum of seven hundred and fifty thousand pounds, part of the additional capital of two million two hundred and fifty thousand pounds by this Act authorised to be raised by shares or stock, any sum not exceeding in the whole two hundred and fifty thousand pounds; but no part of any such sum of two hundred and fifty thousand pounds shall be borrowed until shares for so much of the respective portion of capital in respect of which it is authorised to be borrowed as is to be raised by means of shares are issued and accepted, and one half thereof is paid up, and the Company 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 shares

8 & 9 Vict. c. 16.

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for the whole of the respective portion of capital have been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share in each respective portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of such respective portion of capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted and paid up bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, or assigns, and also, so far as the said respective portion of capital is raised by shares, that such persons or corporations, or their executors, administrators, or assigns, are legally liable for the same.

Upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

As to appointment of a receiver.

65. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking, with respect to the appointment of a receiver for enforcing payment by the Company of arrears of principal money, or principal money and interest, shall be and the same is hereby repealed, but without prejudice to any appointment which may have been made, or to the continuance of any proceedings which may have been commenced, prior to the passing of this Act, under any such provision.

The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Company may create debenture stock.

26 & 27 Vict. c. 118.

66. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863; but, notwithstanding anything therein contained, the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

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Existing mortgages to have priority.

67. All mortgages or bonds granted or to be granted under the authority of any former Act relating to the Company shall, during the continuance thereof, and subject to the provisions of the Acts under which such mortgages or bonds were respectively granted, have priority over any mortgages granted by virtue of this Act; and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Application of moneys.

68. All moneys raised under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied only to the purposes of this Act.

Power to apply corporate funds to purposes of Act.

69. The Company may apply to any of the purposes to which the moneys by this Act authorised to be raised are made applicable any of the moneys which they now have in their hands, or which they have power to raise by shares, stock, debenture stock, or mortgage by virtue of any Acts relating to the Company, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Saving for Commissioners and Trustees of the port of Lancaster.

70. Nothing in this Act shall prejudice any of the existing rights, powers, privileges, or immunities of the Commissioners and Trustees of the port of Lancaster (except as by this Act expressly provided).

Saving for Corporation of Lancaster.

71. Nothing in this Act shall prejudice any of the existing rights, powers, privileges, or immunities of the mayor, aldermen, and burgesses of the borough of Lancaster in their capacity as the Corporation, or as the urban sanitary authority, or as trustees for the purposes of the Lancaster Marsh Estate, and the Acts of Parliament relating thereto (except as by this Act expressly provided).

As to future accretions.

72. If any land not required for the purposes of this Act shall at any time after the execution of any works under the authority of this Act become raised in height or reclaimed, or by any other means cease to be subject to the flow and re-flow of the ordinary tides, or to be permanently covered with water (and that whether gradually or imperceptibly or otherwise), the Company shall not, by virtue of the ownership of any lands which they are by virtue of this Act empowered to take or acquire, have any estate, right, or interest in or to the land so raised in height or reclaimed, or ceasing to be so subject or to be so covered as aforesaid, by reason that such raising, reclamation, or cesser has been gradual or imperceptible, or has been wholly or partially caused either by the works by this Act authorised or otherwise,

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Saving rights of Duchy of Lancaster.

73. Nothing contained in this Act shall extend or operate to authorise the Company to take, use, enter upon, or in any manner interfere with any land, soil, water, or hereditaments, or any manorial rights, or any other rights, of whatsoever description, belonging to Her Majesty in right of her Duchy of Lancaster, without the consent in writing of the Chancellor for the time being of the said duchy first had and obtained (which consent the said Chancellor is hereby authorised to give), or take away, prejudice, or diminish any estate, right, privilege, power, or authority vested in or enjoyed or exerciseable by Her Majesty, her heirs or successors, in right of her said duchy.

Interest not to be paid on calls paid up.

74. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him, but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

8 & 9 Vict. c. 16.

Deposits for future Bills not to be paid out of capital.

75. The Company shall not, out of any moneys by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Railways not exempt from provisions of any present and future general railway Acts.

76. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised to be taken by the Company.

Expenses of Act.

77. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

Describing Lands, Buildings, and Manufactories of which Portions only are required.

Township or Parish.	Numbers on deposited Plans.
Works in connexion with the Garston and Warrington Railway.	
Prescot - - - - -	5, 12.
Works in connexion with the Stockport and Manchester Railway.	
Manchester - - - -	153a, 153b.
Works in connexion with the Bolton and Kenyon Railway.	
Bolton-le-Moors - - -	17a, 40, 60.
Works in connexion with the Liverpool and Manchester Railway.	
Liverpool - - - - -	14.
Walton-on-the-Hill - - -	47, 54, 128.
Manchester - - - -	7, 406, 407.

SECOND SCHEDULE.

An Agreement made this twenty-first day of June one thousand eight hundred and seventy-eight between the London and North-western Railway Company (herein-after called "the Company") of the one part, and the Commissioners and Trustees of the Port of Lancaster (herein-after called "the Commissioners and Trustees") of the other part.

Whereas the Commissioners and Trustees are the owners of a dock and its appurtenances situate at Glasson, about five miles from Lancaster, in the county palatine of Lancaster, and known as "the Glasson Dock;" and the said dock being without any railway communication, the Commissioners and Trustees lately requested the Company to apply for and endeavour to obtain the authority of Parliament to construct the lines of railway herein-after mentioned, which the Company agreed to do in consideration of the agreement herein-after contained on the part of the Commissioners and Trustees: And

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whereas, in pursuance of the said agreement, the Company are promoting a Bill in Parliament for an Act authorising them to make and maintain, in the lines shown on the deposited plans, and according to the levels shown on the deposited sections, the new railways, widenings of railways, and other works therein described, with all proper stations, sidings, approaches, works, and conveniences connected therewith respectively, and to enter upon, take, and use such of the lands delineated on the deposited plans, and described in the deposited books of reference, as may be required for those purposes: And whereas the railways and other works herein-before referred to, and proposed to be authorised by the said Act, are (amongst others) the Glasson Dock railways (five miles five furlongs two chains fifty-five links in length), to be situate wholly in the parish of Lancaster, in the county of Lancaster; (that is to say,) number one, commencing by a junction with the Company's Lancaster and Carlisle Railway at the Lancaster passenger station thereon, and terminating in Lancaster Marsh; number two, commencing in the township of Lancaster at the termination of railway number one, and terminating at or near the south-east corner of Glasson Dock; number three, commencing in Lancaster Marsh by a junction with railway number one, and terminating on St. George's Quay on the River Lune: Now these presents witness, and it is hereby mutually agreed by and between the Company and the Commissioners and Trustees, as follows; (that is to say,)

1. The Company shall and will use their best endeavours in the present session of Parliament to obtain the authority of Parliament to make and maintain the said railways called the Glasson Dock railways, with all proper stations, sidings, approaches, works, and conveniences connected therewith, and to enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference respectively referred to in the said Bill in Parliament as may be required for those purposes, subject as herein-after provided; and the Commissioners and Trustees shall and will consent to and use their best endeavours to assist the Company in obtaining such parliamentary authority as aforesaid.

2. In the event of the Company obtaining such parliamentary authority as aforesaid, the Commissioners and Trustees shall and will, within three years next after the passing of the proposed Act, at their own costs and charges, and on land to be acquired and provided by the Company, and by moneys authorised to be raised as respectively provided by this agreement, enlarge the quay situate on the easterly side of their said dock according to the plan marked A hereto annexed, or in such other manner as may be agreed upon between the Company and the Commissioners and Trustees, and according to the reasonable satisfaction in all things of the Company's chief engineer for the time being, and the Commissioners and Trustees shall and will from time to time for ever thereafter maintain and keep the said quay so enlarged, and any further enlargements or extensions which they may deem expedient, in good and proper repair and condition as an adjunct to the said dock.

3. The land required for the aforesaid enlargement of the said quay is part of the land delineated on the deposited plans and described in the deposited books of reference referred to in the said Bill in Parliament, and the Company

shall and will, in the event of their obtaining over such land such parliamentary authority as aforesaid, forthwith exercise the same to such extent as may be required by the Commissioners and Trustees, and as may be necessary to carry out this agreement, but such exercise shall be on behalf of the Commissioners and Trustees, who shall, on demand, repay to the Company all purchase moneys properly paid by them in respect of any lands or rights of foreshore acquired for the purpose of carrying out the enlargement aforesaid, together with all costs, charges, and expenses which they may reasonably incur or be put to in or about the exercise of the powers in manner aforesaid.

4. The said quay, when and as enlarged, shall be vested in and become the absolute property of the Commissioners and Trustees, subject, however, to the rights, powers, and privileges of the Company in, upon, or over the same intended to be given to and vested in them by these presents and the proposed Act of Parliament.

5. In the event of the Company obtaining such parliamentary authority as aforesaid, and of the Commissioners and Trustees enlarging the said quay in manner herein-before in that behalf provided, the Company shall and will, within the period to be prescribed for that purpose by the proposed Act of Parliament, make and for ever afterwards maintain the said three railways in the lines shown on the deposited plans, and according to the levels shown on the deposited sections as altered and varied as herein-after provided, with all proper stations, sidings, approaches, works, and conveniences connected therewith respectively.

6. It is proposed by the said Bill in Parliament to obtain parliamentary authority for the Commissioners and Trustees to authorise them to raise money for the purposes of this agreement, and the Commissioners and Trustees agree that they will not oppose, but will use their best endeavours to procure, the insertion of such powers in the said Bill, and also for the confirmation of this agreement.

7. In case the Commissioners and Trustees shall make default in enlarging the said quay according to the provisions of this agreement within the period herein-before prescribed for that purpose, it shall be lawful for the Company to re-enter upon and take possession of the land which they shall have purchased for the purpose of such enlargement, and they shall thenceforth cease to be under any obligation under this agreement to make or maintain the said three railways, or any of them, or any of the works connected therewith respectively herein-before referred to; and the Commissioners and Trustees shall not oppose, but shall and will, if required so to do by the Company, consent to any application the Company may make to Parliament for an Act to authorise the abandonment of the said three lines of railway, or any or either of them, and for the purpose of this article time shall be deemed of the essence of the contract, any rule of law or equity to the contrary notwithstanding.

8. Simultaneously with the completion by the Company of the said three railways according to this agreement, the Commissioners and Trustees shall and will, at their own costs and charges, lay down on each side thereof one main siding as shown on the said plan hereto annexed, and such main siding shall

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be maintained and kept in good repair and condition for ever by the Commissioners and Trustees: And further the Commissioners and Trustees shall and will from time to time (upon the request of the Company) lay down and in like manner maintain upon the said enlarged quay all such other sidings, points, crossings, turntables, cranes, hoists, and all such other appliances, facilities, and conveniences, as, having regard to the accommodation of the general traffic at the said dock quays, may be reasonably necessary for the accommodation of the traffic of the Company to, from, or at the said dock; and the Company, by their officers, servants, and workmen, shall have full power and authority, from time to time and at all times after the completion of the said enlarged quay, (subject to the byelaws and regulations for the time being of the said Commissioners and Trustees applicable to their said dock or quays,) to use the appliances, facilities, and conveniences aforesaid, and to pass and re-pass over the sidings for the time being existing thereon to and from the said railways and any stations or works connected therewith, either with or without locomotive engines, carriages, waggons, and horses, for the purpose of conveying, delivering, or dealing with their traffic between the said dock and the Company's railways, or any of them.

9. For the use of the said main sidings and all such other sidings, appliances, facilities, and conveniences as may be provided by the Commissioners and Trustees in pursuance of the preceding clause, the Company shall, on the first day of January and the first day of July in each year, pay to the Commissioners and Trustees interest at the rate of four-and-a-half per cent. per annum on the cost of construction or erection of such sidings, appliances, facilities, and conveniences, (such cost, however, not to include land or earthwork,) and also the amount reasonably expended by the Commissioners and Trustees during the preceding half year upon the maintenance thereof: Provided always, that if any of such sidings, appliances, facilities, and conveniences are not used exclusively for the traffic of the Company, then the Company shall only pay for interest upon cost and for maintenance in the proportion borne by their traffic to the whole traffic using such sidings, appliances, facilities, and conveniences.

10. All traffic passing from or over the said dock or over the said quay or quay sidings to or from the said proposed railways, or any of them, shall be free from all tolls and other charges which the Commissioners and Trustees have, or but for this provision would have, power to levy or make for or in respect of the use of the said dock or quay or quay sidings, except only the dock and harbour dues properly payable in respect of such traffic.

11. The Commissioners and Trustees shall and will from time to time and at all times hereafter provide the Company with such storage room (not being warehouse room) upon their dock quays, or any of them, for the purposes of their traffic, as, having regard to the accommodation of the general traffic at the said dock quays, shall be from time to time reasonably required, the Company paying the Commissioners and Trustees a wharfage rent for such storage room at rents to be agreed upon between the Company and the Commissioners and Trustees; any difference as to the amount of the said storage or accommodation, or the said rents, to be settled by arbitration in manner herein-after provided.

12. The Commissioners and Trustees shall and will divide any increase there may be, in each and every or any year after the construction of the said intended railways, in the harbour and dock dues leviable by them for vessels coming into or going out of the port of Lancaster, under the Acts of Parliament relating thereto at present in force, into two equal parts, and shall and will pay one of such equal parts to the Company; and for the purpose of ascertaining the amount of such increase the annual receipts at the time of the completion of the said railways shall be calculated on the average of the annual receipts during the ten years next preceding such completion; and the harbour and dock dues leviable by the Commissioners and Trustees at the date of this agreement shall not be raised by the Commissioners or Trustees after the completion of the said railways, except by mutual agreement between the Commissioners and Trustees and the Company.

13. The Commissioners and Trustees shall and will from time to time, and at all times after the completion of the said intended railways, properly and efficiently maintain and keep in a good and efficient state of repair, and in good working order, the dock gates and quay walls, and the channel leading to the said dock from the sea, within the limits of the port of Lancaster, and all other appliances and appurtenances belonging thereto respectively, and shall and will, at their own costs and charges, provide all requisite officers, servants, and workmen for the due and efficient management of the said dock, and of the traffic thereof.

14. It shall not be lawful for the Company, or for any other person in the execution of the said Act, either permanently or temporarily, to enter upon, take, or use any of the lands or property of the Commissioners and Trustees at Glasson Dock, or in any manner to alter, vary, or interfere with the docks or quays or other works at Glasson of the said Commissioners and Trustees without their previous consent in writing.

15. With respect to the line of railway No. 3, described in the said Bill in Parliament as commencing in Lancaster Marsh by a junction with railway No. 1, and terminating on St. George's Quay on the River Lune, it is agreed that the Company shall not, without the previous consent in writing of the Commissioners and Trustees, make and maintain the said railway No. 3 across the public road numbered on the deposited plan 9, or between the point of such crossing and its termination at St. George's Quay, with more than a single line of rails, or, without such consent as aforesaid, work the same with steam power: Provided always, that it shall be lawful for the Company to work the said line of railway with steam power, if made in the line and according to the levels shown on the plan marked B hereunto annexed: Provided also, that, notwithstanding the Company may obtain power by the proposed Act to enter upon, take, and use the land required for the purposes of the said line of railway No. 3, the Company shall not nor will, without the consent in writing of the Commissioners or Trustees, enter upon, take, or use any of the roads or quays belonging to the Commissioners or Trustees fronting the River Lune at Lancaster, or any of them, but the Commissioners and Trustees shall and will, at the request of the Company, grant to the Company, and the Company may, if they think fit, acquire, a perpetual easement over such portions of the said roads and

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quays, or any of them, as shall be reasonably necessary for the purposes of the construction and maintenance of the said railway, and for sidings out of the same to communicate with the properties of Messrs. Williamson and the Lancaster Gas Company on St. George's Quay adjoining or near to the said railway.

16. The Commissioners and Trustees shall be at liberty to construct or to promote, or concur with the Company in promoting, a line of railway or tramway along St. George's Quay on the east side of and so as to form a junction with the said proposed line of railway No. 3 at its terminus at or near Carlisle Bridge; but, if after three months notice from the Company thereto requiring them, they shall not deem it expedient to construct or promote, or to concur in promoting, such railway or tramway, then the Company shall have the option of constructing such junction, or of constructing a line of railway or tramway along St. George's Quay on the east side of Carlisle Bridge as aforesaid, but not interfering with the public street or roadway, and the Commissioners and Trustees shall and will consent to and support any proper application the Company may think fit to make for parliamentary authority to make such last-mentioned junction and line of railway or tramway; and the said junction and line of railway or tramway respectively, if and when made, shall be subject to the provisions of this agreement, so far as the said provisions are applicable thereto: Provided always, that if the Commissioners and Trustees shall promote or construct the said railway or tramway for themselves, they shall afford to the Company all proper facilities for the conduct and transmission of traffic between the said railway or tramway and the railways of the Company; and further, if the Commissioners or Trustees shall grant any facilities or privileges in respect of the said railway or tramway to any other company or persons, they shall, on demand, grant like facilities and privileges to the Company upon like terms.

17. All questions and disputes which may arise between the Company and the Commissioners and Trustees as to the construction, intent, or effect of this agreement, or any clause or provision thereof, or upon or in respect of the carrying the provisions of these presents, or any of them, into effect, or upon any accounts or statement of account between the parties hereto, or any other matter arising under this agreement or in relation thereto, shall be settled and determined by arbitration in the manner (so far as applicable) provided by the Railway Companies Arbitration Act, 1859, as to references of disputed questions to arbitration, and all the clauses of the said Act with reference to the settlement of disputes by arbitration, so far as they may be applicable, shall be taken as part of this agreement, and as if the same had been specially inserted therein.

18. This agreement (except so far as regards the articles numbered respectively one and six) is conditional upon an Act of Parliament being passed during the present session of Parliament confirming this agreement, and making the same binding upon the parties hereto, and authorising and enabling the Company and the Commissioners and Trustees respectively to carry the same into full and complete effect according to the true intent and meaning of the parties hereto; and in case no such Act of Parliament shall be passed during the present session of Parliament, this agreement, and every clause, matter, and thing

therein contained, shall become and be null and void to all intents and purposes whatsoever.

19. The several persons executing these presents as Commissioners and Trustees are not to be held personally liable for any act done or omitted to be done thereunder, or in anywise in reference thereto.

In witness whereof the said London and North-western Railway Company have caused their common seal to be hereto affixed, and the said Commissioners and Trustees have hereunto set their hands and seals, the day and year first above written.

Passed under the common seal of the above-named London and North-western Railway Company, in the presence of

S. Reay,
Secretary.

The common seal of the London and North-western Railway Company.

Signed, sealed, and delivered by Abram Seward, William Bradshaw, Robert Briggs, William Roper, Robert Bickerdike, George William Maxsted, William Satterthwaite, William Storey, Richard Coupland, Richard Leeming, and James Leahy Milner, (being the major part of the above-mentioned Commissioners and Trustees,) in the presence of

James Hatch,
Clerk to Messrs. Swainson & Son,
Solicitors, Lancaster.

A. Seward, Mayor and Commissioner. (L.S.)
W. Bradshaw. (L.S.)
Robert Briggs. (L.S.)
W. Roper. (L.S.)
R. Bickerdike. (L.S.)
Geo. Wm. Maxsted. (L.S.)
William Satterthwaite. (L.S.)
William Storey. (L.S.)
R. Coupland. (L.S.)
Richard Leeming. (L.S.)
J. L. Milner. (L.S.)

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