ANNO DECIMO & UNDECIMO

VICTORIÆ REGINÆ.

****

Cap. ccxxi.

An Act for making a Railway from *Southport* through *Wigan* to *Pendleton* near *Manchester*, with several Branches, to be called "The *Manchester and Southport* Railway." [22d *July* 1847.]

WHEREAS the making of a Railway from *Southport* through *Wigan* to the *Manchester, Bolton, and Bury* Railway at *Pendleton* near *Manchester*, with certain Branches therefrom, herein-after particularly described, would be of great public Advantage: And whereas the Persons herein-after named, together with other Persons, are willing, at their own Expence, to carry such Undertaking into execution: And whereas it is expedient that the *Manchester and Leeds* Railway Company should be authorized to subscribe towards the Undertaking, and that the Company incorporated by this Act and the said *Manchester and Leeds* Railway Company should be amalgamated in manner herein-after set forth; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the "Companies Clauses Consolidation Act, 1845," the "Lands Clauses Consolidation Act, 1845," and the "Rail-

8 & 9 Vict. cc. 16, 18, & 20. incor-

porated with this Act.

ways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act, save as to such Parts thereof as may be modified by or inconsistent with the Provisions of this Act.

Short Title.

II. And be it enacted, That in citing or referring to this Act in any other Acts of Parliament, and in legal Iustruments, Parliamentary Notices, and other Proceedings or Documents, it shall be sufficient to use the Expression "The *Manchester and Southport* Railway Act, 1847."

Subscribers incorporated.

III. And be it enacted, That *James Hatton*, *William Marshall*, *John Smith*, *Robert Stuart*, *George Wilson*, *James Lees*, *Samuel Lees*, *Francis Parker*, and *Ralph Anthony Thicknesse*, and all other Persons and all Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railways herein-after mentioned, with proper Works and Conveniences belonging thereto, according to the Provisions of the Acts incorporated herewith, and of this Act, and for other the Purposes herein and in the said Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Manchester and Southport* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said Acts contained.

Capital.

IV. And whereas the estimated Expence of making the said Railways is Seven hundred and seventy-five thousand Pounds; be it enacted, That the Capital of the Company shall be Seven hundred and seventy-five thousand Pounds.

Number and Amount of Shares.

V. And be it enacted, That the Number of Shares into which the said Capital shall be divided shall be Thirty-eight thousand seven hundred and fifty, and the Amount of each Share shall be Twenty Pounds.

Calls.

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

Interest not to be paid on Calls paid up.

VII. And be it enacted, That it shall not be lawful for the said Company, out of any Money by this Act or any other Act relating to the said Railway Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with

with the Provisions in the Companies Clauses Consolidation Act, 1845, in that Behalf contained.

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

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

Power to borrow Money on Mortgage.

IX. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond any Sum not exceeding in the whole the Sum of Two hundred and fifty-eight thousand three hundred Pounds; but no Part of such Sum shall be borrowed until the whole of the said Capital of Seven hundred and seventy-five thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

Arrears may be enforced by Appointment of a Receiver.

X. And be it enacted, That it shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver in the event of the Principal Money due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Fifty thousand Pounds in the whole.

Number and Qualification of Directors.

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

First Directors.

XII. And be it enacted, That *James Hatton*, *William Marshall*, *John Smith*, *Robert Stuart*, *George Wilson*, *James Lees*, *Samuel Lees*, *Francis Parker*, and *Ralph Anthony Thicknesse* shall be the First Directors of the Company.

Election of Directors.

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

to

to be Directors until others are elected in their Stead in manner provided by the said Companies Clauses Consolidation Act, 1845.

Railways to be made according to deposited Plans.

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

Lines of Railway.

XV. And be it enacted, That the Railways to be made under the Authority of this Act shall be the following; that is to say,

Firstly, a Railway commencing on the South-easterly Side of *Chapel Street*, and within the Distance of One hundred and fifty Yards from *London Street* in the Town of *Southport* in the Township of *North Meols* in the Parish of *North Meols* in the County of *Lancaster*, and terminating at and by a Junction with the Part of the *Manchester and Leeds* Railway heretofore called or known by the Name of the *Manchester, Bolton, and Bury* Railway in a Field belonging to Her Majesty the Queen in right of Her Duchy of *Lancaster* in the Township of *Pendleton* in the Parish of *Eccles* and said County of *Lancaster* on the Southerly Side of and at the Distance of Twenty Yards from the Two-and-a-Quarter-Mile Post from the *Salford* Terminus of the said *Manchester, Bolton, and Bury* Railway:

Secondly, a Branch Railway commencing and diverging from and out of the proposed Railway firstly herein-before described in a Field in the said Township of *Lathom* and Parish of *Ormskirk* in the County of *Lancaster* occupied by *John Hesketh*, and abutting on the Westerly Side thereof to the Turnpike Road from *Liverpool* to *Preston*, and on Part of the Southerly Side thereof to *Saint John*'s Churchyard in the said Township of *Lathom*, and terminating at and by a Junction with the proposed Railway now or heretofore called the *Liverpool, Ormskirk, and Preston* Railway at the Point of Intersection by the said *Liverpool, Ormskirk, and Preston* Railway of the *Leeds and Liverpool* Canal and Towing Path in the said Township of *Lathom* and Parish of *Ormskirk* and County of *Lancaster*, and another Branch Railway commencing and diverging from and out of the proposed Railway firstly herein-before described in the said Field in the Township of *Lathom* and Parish of *Ormskirk* in the County of *Lancaster* occupied by the said *John Hesketh*, and terminating at and by a Junction with the said *Liverpool, Ormskirk, and Preston* Railway in a Field in the said Township of *Lathom* numbered 250 in the said Township of *Lathom* on the

original

original Plan of the said *Liverpool, Ormskirk, and Preston* Railway deposited with the Clerk of the Peace for the County of *Lancaster* in the Year One thousand eight hundred and forty-five, and on or before the Thirtieth Day of *November* in such Year:

Thirdly, a Branch Railway diverging from or out of the proposed Railway firstly herein-before described in a Field of which *John Walmesley* Esquire is the Owner, and *John Thompson* Lessee or Tenant, and occupied by *John Caldwell*, situate in the Township of *Wigan* and Parish of *Wigan* in the County of *Lancaster*, and on the South-westerly Side of and adjoining the *North Union* Railway at the Point between the *Wallgate* and *Frog Lane* in *Wigan* where the proposed Railway firstly herein-before described will cross or intersect the Line of the said *North Union* Railway there, and terminating at and by a Junction with the Portion of the *Manchester and Leeds* Railway heretofore called the *Liverpool and Bury* Railway in a Field in the Township of *Pemberton* in the Parish of *Wigan* in the County of *Lancaster* occupied by *Ann Ackers*, and numbered 100 in the said Township of *Pemberton* on the original Plan of the said *Liverpool and Bury* Railway (on such Plan called the *Bolton, Wigan, and Liverpool* Railway,) deposited with the Clerk of the Peace for the County of *Lancaster* in the Year One thousand eight hundred and forty-four:

Fourthly, a Branch Railway diverging from or out of the proposed Railway firstly herein-before described on the South-easterly Side of the Town of *Wigan* at the River *Douglas* in the Township and Parish of *Wigan* and County of *Lancaster*, numbered 13 in the said Township of *Wigan* on the original Plan of the *Wigan* Branch Railway (now incorporated into and forming Part of the *North Union* Railway) deposited with the Clerk of the Peace of the County of *Lancaster*, and terminating at and by a Junction with the Part of the *North Union* Railway formerly called the *Wigan* Branch Railway opposite the *Wigan* Goods or Merchandize Station of the *North Union* Railway in a Field numbered 12 in the said Township of *Wigan* on the said original Plan of the said *Wigan* Branch Railway so deposited as aforesaid:

Fifthly, a Branch Railway diverging out of or from the proposed Railway firstly herein-before described in a Field in the Township of *Ince-in-Makerfield* in the Parish of *Wigan* in the County of *Lancaster* of which *William Gidlow* is the Owner and Occupier, on the South-easterly Side of and adjoining to the *New Springs* Branch of the *North Union* Railway at the Point where the proposed Railway will cross or intersect the said *New Springs* Branch Railway, and terminating at and by a Junction with the Portion of the *Manchester and Leeds* Railway now or heretofore called the *Liverpool and Bury* Railway on *Ambers-wood Common* in the Township of *Ince-in-Makerfield* in the Parish of *Wigan* in the County of *Lancaster*, numbered 57 in the said Township of *Ince-in-Makerfield* on the said original Plan of the said last-mentioned Railway deposited with the Clerk of the Peace for the County of *Lancaster*, and on the

South-westerly Side of and at the Distance of One hundred Yards from the Turnpike Road over the said Common:

Sixthly, a Branch Railway commencing by a Junction with the proposed Railway firstly herein-before described in a Field called the *Crabtree Hey* in the Township of *Hindley* in the Parish of *Wigan* and County of *Lancaster*, occupied by *Elizabeth Dorning*, and terminating at and by a Junction with the Part of the *North Union* Railway formerly called the *Wigan* Branch Railway near the *Leigh* Branch of the *Leeds and Liverpool* Canal in a Field in the Township of *Ince-in-Makerfield* in the Parish of *Wigan* and County of *Lancaster* numbered 66 in the said Township of *Ince-in-Makerfield* on the said original Plan of the said *Wigan* Branch Railway so deposited as aforesaid:

Seventhly, a Branch Railway diverging from or out of the proposed Railway firstly herein-before described in a Field in the said Township of *Hindley* occupied by *Timothy Ogden* near to the Point of Intersection by such proposed Railway of the Boundary between the Township of *Hindley* in the Parish of *Wigan* and the Township of *Westhoughton* in the Parish of *Dean*, all in the County of *Lancaster*, and terminating on the North-westerly Side of a Lane called *Pungle Lane* situate in the Township of *Westhoughton* in the Parish of *Dean* in the County of *Lancaster* in a Field in the said Township of *Westhoughton* occupied by *Ellen Gregory*, and known by the Name of *Boggart Housefield*:

Eighthly, a Branch Railway diverging from or out of the proposed Railway firstly herein-before described in a Field in the Township of *Atherton* in the Parish of *Leigh* in the County of *Lancaster*, now or lately occupied by *James Higson*, abutting on the North-easterly Side thereof to Premises in *Atherton* aforesaid, of which the Executors of the late *Alexander Hay* are Lessees, and on the South-easterly Side thereof to the *Bolton and Saint Helen's* Turnpike Road in the Township of *Atherton*, and terminating at and by a Junction with the Portion of the *London and North-western* Railway heretofore called the *Bolton and Leigh* Railway at the *Bag Lane* Station of such last-mentioned Railway in the Township of *Atherton* in the Parish of *Leigh* and County of *Lancaster*:

Ninthly, a Branch Railway diverging out of or from the proposed Railway firstly herein-before described within the Curtilege of Three Cottages and Gardens in the several Occupations of *Stanley Kaye*, *James Green*, and *Peter Cunliffe*, situate in the Township of *Shackerley* otherwise *Tyldesley-cum-Shackerley* in the Parish of *Leigh* in the County of *Lancaster*, and terminating at and by a Junction with the Portion of the *London and North-western* Railway heretofore called the *Liverpool and Manchester* Railway on the Easterly Side of and at the Distance of Twenty Chains from the *Barton Moss* Station of such last-mentioned Railway on *Barton Moss* in the Township of *Barton-upon-Irwell* in the Parish of *Eccles* in the County of *Lancaster*:

Tenthly, a Branch Railway diverging from or out of the proposed Branch Railway lastly herein-before described in a Field called the *Well Field* occupied by *David Grundy*, situate in the

Township of *Tyldesley* otherwise *Tyldesley-cum-Shackerley* in the Parish of *Leigh* in the County of *Lancaster*, and terminating in a certain Field called the *Berry Field* occupied by *Malcolm Nugent Ross* Esquire, situate in the said Township of *Tyldesley* otherwise *Tyldesley-cum-Shackerley* in the Parish of *Leigh* in the County of *Lancaster*:

Eleventhly, a Branch Railway commencing at and by a Junction with the proposed Railway firstly herein-before described on the *Little Common* in the said Township of *Tyldesley* otherwise *Tyldesley-cum-Shackerley* and Parish of *Leigh*, and on the South-westerly Side of and near to the Carriage Road leading over the said Common from the Village of *Tyldesley* to *Shackerley Hall*, and terminating in a Field called the *Marled Field*, Part of the *Moss Farm*, situate in the Township of *Middle Hulton* in the Parish of *Dean* in the County of *Lancaster*, occupied by the Trustees of the late Duke of *Bridgewater*; and a Spur or Branch Railway diverging therefrom or thereout in a Field called the *Great Meadow*, Part of the *Paddiham Farm*, situate in the Township of *Shackerley* otherwise *Tyldesley-cum-Shackerley* in the Parish of *Leigh* in the County of *Lancaster*, adjoining the *Wash Lane* there, and occupied by *Henry Smith*, and terminating in a Field called the *Hill*, occupied by *William Ford Hulton* Esquire, situate on the Westerly Side of and adjoining to the *Bolton and Saint Helen's* Turnpike Road, and in the Township of *Over Hulton* in the Parish of *Dean* in the County of *Lancaster*:

Twelfthly, a Branch Railway commencing at and by a Junction by means of a Fork with the proposed Railway firstly herein-before described in a Field called the *Longcroft* in the Township of *Worsley* in the Parish of *Eccles* and County of *Lancaster*, occupied by *Elizabeth Smith*, near to a Coal Pit called *Sanderson's Pit*, and (after crossing over such proposed Railway) terminating in a Field called *Moreton Moss*, Part of the *Wardley Hall* Estate in the Township of *Worsley* in the Parish of *Eccles* and County of *Lancaster*, occupied by *Peter Nightingale*.

Power to cross Roads on the Level.

XVI. And be it enacted, That it shall be lawful for the Company to construct the said Railway across and on the Level of the following Roads numbered on the said Plans of the said Railways hereby authorized as follows; (that is to say,)

On the firstly herein-before described Railway,—

The Roads numbered respectively 34, 62, 100, and 149 in the Township of *North Meols*:

The Roads numbered respectively 36, 51, 131, 144, and 187 in the Township of *Scarisbrick*:

The Road numbered 74 in the Township of *Burscough*:

The Roads numbered respectively 56, 68f, 96, 115, 130, and 168 in the Township of *Lathom*:

The Road numbered 74 in the Township of *Parbold*:

The Road numbered 148 in the Township of *Atherton*, and the Road numbered 89 in the Township of *Worsley*:

On

On the eighthly herein-before described Railway,—
The Road numbered 227 in the Township of *Atherton:*

On the ninthly herein-before described Railway,—
The Road numbered 18 in the Township of *Astley:*

And on the eleventhly herein-before described Railway,—
The Road numbered 6 in the Township of *Over Hulton.*

Company to erect a Station or Lodge at Points of crossing, and to abide by Regulations of Commissioners of Railways.

XVII. And be it enacted, That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Points where the said Railway crosses the before-mentioned Roads on the Level; and the said Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Commissioners of Railways; and if the said Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

As to Inclination of certain Roads.

XVIII. And be it enacted, That as regards the Roads numbered as herein-after mentioned on the said Plans and Books of Reference deposited as aforesaid it shall be lawful for the Company to make the Rates of Inclination of such Roads respectively, when altered, as follows; (that is to say,)

A public Road No. 74 in the Township of *Parbold*, One in Eight:
A public Carriage Road No. 21 in the Township of *Orrel*, One in Eight:
A public Highway No. 38 in the Township of *Pemberton*, One in Twenty:
A public Street called *Wallgate*, No. 122 in the Borough of *Wigan*, One in Twenty-five:
A public Highway called *Chapel Lane*, No. 161 in the said Borough of *Wigan*, One in Twenty:
A public Highway No. 9 in the Township of *Ince-in-Makerfield*, One in Twenty:
A public Carriage Road No. 218 in the Township of *Hindley*, One in Twenty:
A public Carriage Road No. 148 in the Township of *Atherton*, One in Twenty:
A public Carriage Road No. 187 in the said Township of *Atherton*, One in Twenty:
A public Carriage Road No. 4 in the Township of *Worsley*, One in Twenty.

Height and Span of Arches.

XIX. And be it enacted, That in erecting any Bridge for the Purpose of carrying any of the said Railways over any Road, or for the

the Purpose of carrying any Road over any of the said Railways, such Bridges shall be built in conformity with the Regulations of the "Railways Clauses Consolidation Act, 1845," except the Arch of a Bridge over a Street Number 161 in the Township of *Wigan*, which said Arch may be made of a Span not less than Thirty Feet and of a Height not less than Fourteen Feet.

Lands for extraordinary Purposes.

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

Period for Completion of Railway, &c.

XXI. And be it enacted, That after the Expiration of Five Years from the passing of this Act all the Powers hereby granted to the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as shall then be completed.

Tolls.

XXII. And be it enacted, That the Company may lawfully demand and receive in respect of the Use of the Railway any Rates, Tolls, and Charges not exceeding the Rates, Tolls, and Charges following; (that is to say,)

For every Passenger conveyed in or by any Express Train, the Sum of Two-pence *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny:

For every Passenger conveyed in a First-class Carriage by any other Train, the Sum of One Penny Halfpenny *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny:

For every Passenger conveyed in a Second-class Carriage by any such other Train, the Sum of One Penny *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny:

For every Passenger conveyed in a Third-class Carriage by any such other Train, the Sum of Three Farthings *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing:

For Cattle, Goods, &c.

And with respect to Horses, Cattle, Carriages, and Goods, as follows:

For every Horse, Mule, and other Beast of Draught or Burden, Two-pence *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny:

For Cattle, the Sum of One Penny *per* Head *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Head *per* Mile not exceeding One Halfpenny:

For Calves, Pigs, Sheep, and small Animals, One Halfpenny each *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum for each *per* Mile not exceeding One Farthing:

For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile not exceeding Three-pence; and a like Sum of Three-pence *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Mile not exceeding One Farthing:

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads, Charcoal, Pig and Bar Iron, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, and Salt, the Sum of One Penny *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

For all Coal, Slack, Cannel, Coke, Culm, and Cinders passing any Distance not exceeding Fifty Miles, the Sum of Three Farthings *per* Ton *per* Mile; and if passing a Distance exceeding Fifty Miles, Five Eighths of a Penny *per* Ton *per* Mile for the whole Distance travelled; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

For Sheet Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron, One Penny Halfpenny *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

For Sugar, Grain, Corn, Flour, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, Deals, Metals, Nails, Anvils, Vices, and Chains, the Sum of Two-pence *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

For Cotton and other Wools, Drugs, and manufactured Goods, the Sum of Two-pence Halfpenny *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

For Fish, Feathers, Canes, Cochineal, Household Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, the Sum of Three-pence *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

Provided always, that with respect to all the Matters aforesaid passed over the Railways for a less Distance than Six Miles the Company may demand Tolls as for Six Miles; and with respect to Coals, Slack, Cannel, Coke, Culm, and Cinders passing any Distance exceeding Fifty Miles the Company may demand and receive Tolls as for Fifty Miles at the Rate of Three Farthings *per* Ton *per* Mile at the least.

Tolls for propelling Power.

XXIII. And be it enacted, That, subject to the other Provisions in this Act contained, the Tolls which the Company may demand for the Use of Engines for propelling Carriages on the Railways shall not

not exceed One Farthing *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

The maximum Rates of Charges for Passengers.

XXIV. And be it enacted, That the maximum Rate of Charge to be made by the Company for the Conveyance of Passengers along the said Railways, including the Tolls for the Use of the Railways and of Carriages, and for locomotive Power, and every other Expence incidental to such Conveyance as aforesaid, except Government Duty, shall not exceed the following Sums, which the said Company are hereby empowered to demand and receive; (that is to say,)

For every Passenger conveyed in or by any Express Train, the Sum of Two-pence Halfpenny *per* Mile:

For every Passenger conveyed in a First-class Carriage by any other Train, the Sum of Two-pence *per* Mile:

For every Passenger conveyed in a Second-class Carriage by any such other Train, the Sum of One Penny Halfpenny *per* Mile:

For every Passenger conveyed in a Third-class Carriage by any such other Train, the Sum of One Penny *per* Mile.

Maximum Rates for Cattle and Goods.

And with respect to the Conveyance of Cattle and Goods, the maximum Rates of Charge to be made by the Company for the Conveyance thereof along the Railway, including the Tolls for the Use of the Railway, and Waggons or Trucks and locomotive Power, and every Expence incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are performed by the Company, shall not exceed the following Sums, which the Company are hereby empowered to demand and receive; that is to say,)

For every Horse, Mule, and other Beast of Draught or Burden, Three-pence *per* Mile:

For Horned Cattle, the Sum of Two-pence *per* Head *per* Mile:

For Calves and Pigs, One Penny each *per* Mile:

For Sheep and small Animals, Three Farthings each *per* Mile:

For every Carriage, Four-pence *per* Mile:

For all Coal, Cannel, Culm, Coke, and Cinders conveyed any Distance not exceeding Fifty Miles, the Sum of One Penny and One Eighth *per* Ton *per* Mile; and if conveyed for any Distance exceeding Fifty Miles, Seven Eighths of a Penny *per* Ton *per* Mile for the whole Distance travelled:

For all Slack conveyed any Distance not exceeding Fifty Miles, One Penny *per* Ton *per* Mile; and if conveyed any Distance exceeding Fifty Miles, Seven Eighths of a Penny *per* Ton *per* Mile for the whole Distance travelled:

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads, Charcoal, Stone for building, pitching, and paving, all Bricks, Tiles, Slate, Clay, Sand, Ironstone and Iron Ore, the Sum of One Penny Halfpenny *per* Ton *per* Mile, if conveyed for a Distance

not

not exceeding Fifteen Miles; and a Sum of One Penny and One Eighth *per* Ton *per* Mile, if conveyed a Distance exceeding Fifteen Miles:

For Iron not damageable, One Penny *per* Ton *per* Mile, if conveyed for a Distance of Fifty Miles or upwards; but if for any less Distance than Fifty Miles, One Penny Farthing *per* Ton *per* Mile:

For damageable Iron, Sheet Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron, One Penny Halfpenny *per* Ton *per* Mile, if conveyed for a Distance of Fifty Miles or upwards; but if for any less Distance than Fifty Miles, Two-pence *per* Ton *per* Mile:

For Sugar, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, Deals, Metals, Hardware in Packages or Cases, Nails, Anvils, Vices, and Chains, the Sum of Two-pence Halfpenny *per* Ton *per* Mile, if conveyed for a less Distance than Fifty Miles; and the Sum of Two-pence *per* Ton *per* Mile, if conveyed Fifty Miles or upwards:

For Corn and other Grain, Malt and Flour, Two-pence *per* Ton *per* Mile:

For Cotton and other Wools, and manufactured Goods, the Sum of Three-pence *per* Ton *per* Mile, if conveyed a less Distance than Fifty Miles; and the Sum of Two-pence Halfpenny *per* Ton *per* Mile, if conveyed a Distance of Fifty Miles or upwards:

For Fish, Feathers, Canes, Cochineal, Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, if conveyed for a less Distance than Fifty Miles, Three-pence Halfpenny *per* Ton *per* Mile; and if conveyed for the Distance of Fifty Miles or upwards, the Sum of Three-pence *per* Ton *per* Mile:

Regulations as to Tolls.

And the following Regulation shall apply to such maximum Rates and Charges:

The Company shall be at liberty to fix a minimum Charge of Ten Shillings to be taken for each Carriage, and of Five Shillings for every Horse, conveyed upon the Railways, notwithstanding the Charge for the Distance for which such Carriage or Horse respectively may be conveyed according to the Rates aforesaid may not amount to those Sums:

The Company shall not be compellable to provide Waggons or Carriages for the Conveyance of Coal, Cannel, Slack, Culm, Coke, or Cinders; but where such Waggons or Carriages are not provided by the Company a Deduction of One Eighth of a Penny *per* Ton *per* Mile shall be made from the above Rates of Carriage for as many Miles as the Company shall charge the said Rates:

Where any of the before-mentioned Articles, Matters, Persons, or Things shall be conveyed on the said Railways for a less Distance than Six Miles the said Company are hereby empowered to demand and receive the aforesaid Charges, Rates, or Tolls (as the Case may be) for Six Miles; and where any such Articles, Matters, or Things shall be carried a Distance exceeding Fifty Miles, the Company are hereby empowered to demand and receive Rates, Tolls, or Charges as for Fifty Miles

after

after the respective Rates herein-before prescribed for less Distances than Fifty Miles:

And where any Dung, Compost, Manure, Lime, Limestone, undressed Materials for the Repair of public Roads, Charcoal, Stone for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone or Iron Ore, shall be carried a Distance exceeding Fifteen Miles, the Company are hereby empowered to demand and receive Rates, Tolls, or Charges as for Fifteen Miles after the Rates herein-before prescribed for such last-mentioned Articles, Matters, and Things for Distances not exceeding Fifteen Miles:

Where a Waggon for the Carriage of Cattle or Sheep shall be engaged by One Party the Charge for such Waggon capable of containing Six Oxen or Twenty-five Sheep shall not exceed Sixpence *per* Mile:

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

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

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

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

Tolls for small Parcels and Articles of great Weight.

XXV. And with respect to small Packages, and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of Tolls and Charges prescribed by this Act, the Company may lawfully demand the Tolls following; that is to say,

For the Carriage of small Parcels, that is to say, any Parcel not exceeding Five hundred Pounds Weight, the said Company may demand any Sum which they think fit: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Eight-pence *per* Ton *per* Mile:

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

Restriction as to Charges not to apply to Special Trains.

XXVI. Provided always, and be it enacted, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special or Extra Trains that may be required upon the said Railways, but shall apply only to the ordinary Trains appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the said Railways.

Company to provide locomotive Power.

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

Company may take increased Charges by Agreement.

XXVIII. Provided always, and be it enacted, That nothing herein contained shall be held to prevent the said Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof by Passenger or other Trains, or by reason of any other special Service performed by the said Company in relation thereto.

Mode of estimating Tolls where Traffic common to the Two Lines.

XXIX. And be it enacted, That in estimating the Tolls by this Act authorized to be taken by the *Manchester and Leeds* Railway Company for short Distances and for fractional Parts of a Mile, after the Undertakings hereby authorized to be made shall have been united to and amalgamated with the *Manchester and Leeds* Railway Company, in manner provided by this Act, the same shall, with reference to Passengers, Cattle, Articles, Matters, and Things conveyed, as well upon the *Manchester and Leeds* Railway as upon the Railways hereby authorized, be calculated and imposed in such Manner as if the said several Railways formed One Line of Railway.

Passengers Luggage.

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

Power for the Manchester and Leeds Railway Company to subscribe

XXXI. And whereas the Formation of the Railways hereby authorized to be made will be beneficial to the Interests of the *Manchester and Leeds* Railway Company; be it therefore enacted, That it shall be lawful for the *Manchester and Leeds* Railway Company to subscribe towards and become Shareholders in the Undertakings hereby

authorized,

authorized, to any Extent not exceeding Five hundred and seventy-five thousand Pounds. towards the Undertaking;—

XXXII. And be it enacted, That for such Purpose it shall be lawful for the *Manchester and Leeds* Railway Company to raise all or any Part of the Money to be so subscribed by them as aforesaid by the Creation of new Shares or Stock in the Undertaking of the *Manchester and Leeds* Railway, of such Amount, and subject to the Provisions of this Act, and of any other Act of the present or the last Session of Parliament relating to the same Company, to be appropriated and disposed of in such Manner, to such Person or Persons, for such Prices, on such Terms, by such Ways and Means, under such Conditions, and to confer on the Proprietors thereof such Rights and Privileges, as by the Order of any General or Special General Meeting of the *Manchester and Leeds* Railway Company shall be determined; and all the Provisions contained in or referred to by "The *Manchester and Leeds* Railway Act, 1841," with regard to the Capital and Monies thereby authorized to be raised by Shares or Mortgage, and to the Proprietors thereof, shall in all respects, subject to the Provisions herein contained, and to the Order of any such General or Special General Meeting, be applicable to the Capital and Monies hereby authorized to be raised by Shares or Mortgage by the *Manchester and Leeds* Railway Company, and to the Proprietors thereof; and all the Provisions contained in "The *Manchester and Leeds* Railway Act, 1844," authorizing the same Company to consolidate their existing Shares into a general Capital Stock, shall in like Manner be applicable to the Shares hereby authorized to be created by the same Company; or it shall be lawful for the last-mentioned Company, if they think fit, to raise the said Sum or any Portion thereof by Mortgage of the Undertakings of the *Manchester and Leeds* Railway Company, in like Manner and under and subject to the same Provisions as they are by all or any of the Acts relating to their Undertakings authorized to raise Money by Mortgage on the Credit thereof: Provided always, that until the whole of the Capital of the *Manchester and Leeds* Railway Company shall have been subscribed for, and One Half thereof paid up, it shall not be lawful for the same Company to raise the said Sum or any Portion thereof by Mortgage; and provided also, that the same Company shall not by such Means increase the Amount which may be owing at any One Time on Mortgage of their Undertakings beyond the Proportion of One Third of their then existing Capital in Shares and Stock. and to raise the Money for that Purpose.

XXXIII. And be it enacted, That it shall be lawful for the *Manchester and Leeds* Railway Company from Time to Time to nominate and appoint some One Person (whether a Shareholder or not in the Company hereby incorporated) under their Seal, or under the Hand of the Chairman for the Time being of the Directors of such Company, to vote on their Behalf at any Meeting of the Company hereby incorporated; and such Person so appointed shall have the Right of voting at such Meeting according to the Interest of the *Manchester and Leeds* Railway Company in the Undertakings hereby authorized. Subscribing Company may appoint some Person to vote.

XXXIV. And

As to Communication with other Railways.

XXXIV. And be it enacted, That all Communications between any Railway hereby authorized and any Railway of the *Manchester and Leeds* Railway Company, or of the *London and North-western* Railway Company, or of the *East Lancashire* Railway Company, and all such Openings in the Ledges or Flanges of such Railway as may be necessary or convenient for effecting such Communications, shall be made and laid in the Manner most approved, and to the reasonable Satisfaction of the Engineers for the Time being of the several Companies with whose respective Railways such Communications shall be made.

Regulating the crossing of other Railways.

XXXV. And be it enacted, That the several Railways hereby authorized to be constructed under or over any Railway of the *London and North-western* Railway Company, or of the *Manchester and Leeds* Railway Company, or of the Two last-mentioned Companies jointly, or of the *East Lancashire* Railway Company, shall be so made as that the Line, Width, and Level of every Railway so crossed shall be maintained, and all Tunnels, Arches, and Works requisite for carrying the said several Railways hereby authorized under or over any Railway of any of the said last-mentioned Companies shall be constructed, under the Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the Company under or over whose Railway the same shall be carried, and the same shall for ever afterwards be maintained and kept in perfect Order and Repair, to the like Satisfaction, by and at the Expence of the Company hereby incorporated; and that the said several Railways hereby authorized, and the Arches and Works connected therewith, shall be so constructed, maintained, and repaired as that the several Railways over or under which any of the Railways hereby authorized shall pass shall not be interfered with, nor any of the Culverts, Drains, or Sewers belonging thereto obstructed, except during the Construction and Maintenance of the several Railways and Works hereby authorized, and then only so far as shall be absolutely necessary for that Purpose; and if the Company hereby incorporated shall, in the Execution or Maintenance of the Works authorized by this Act, injure or obstruct any of such Railways, or the Banks or Sides thereof, or any of the Works belonging thereto, they shall with all due Despatch, at their own Expence, repair and make good such Injury, and remove such Obstruction, and also pay to the Company or Companies entitled to such Railway or Railways so injured or obstructed, and to the Persons using the same, full Compensation for the Damage which may have been sustained in consequence thereof; and in case the Company hereby incorporated shall not forthwith repair such Injury and remove such Obstruction as aforesaid, it shall be lawful for the Company or Companies whose Railway or Railways shall be so injured or obstructed to repair and remove the same, and to recover the Expences connected therewith, and all Loss occasioned thereby, from the Company hereby incorporated, by Action or Suit in any Court of Law or Equity having competent Jurisdiction.

Preserving the Lands

XXXVI. And be it enacted, That, notwithstanding any thing in this Act contained to the contrary, it shall not be lawful for the Company

pany hereby authorized, or for any other Person or Persons, in execution of the Powers of this Act, either permanently or temporarily, to enter upon, purchase, take, or use any of the Lands, Slopes, Banks, or other Property of the *London and North-western* Railway Company, or of the *Manchester and Leeds* Railway Company, or of the *East Lancashire* Railway Company, or which any of the said several Companies may have the Right to purchase under any Act of Parliament relating to their respective Railways, or in any Manner to alter, vary, or interfere with any Railway of any of the same Companies, or any of the Works appertaining thereto, save only so far as may be necessary for the Purpose of constructing and maintaining the Railways hereby authorized (subject to the Restrictions aforesaid) in the Manner delineated in the said Plans and Sections so deposited as aforesaid, and of effecting and maintaining the Junctions herein-before authorized to be made in manner aforesaid.

and Property of other Railways.

XXXVII. And be it enacted, That (except so far as hereby expressly enacted) nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Manchester and Leeds*, *London and North-western*, and *East Lancashire* Railway Companies respectively.

Saving Rights of other Railway Companies.

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

For Protection of the Leeds and Liverpool Canal and Douglas Navigation.

Bridge in lieu thereof, be left and preserved an open, uninterrupted, navigable Waterway.

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

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

For the Protection of a Feeder of the said Canal in Wigan.

XL. And be it enacted, That the said Railway Company hereby incorporated shall make a good and substantial Culvert of Stone or Brick at the Point of crossing over a certain Feeder of the said Canal from the River *Douglas* in the Township of *Wigan* aforesaid, of such Size and Capacity as to take all the Water usually flowing down such Feeder, in order that the Water may pass without any Impediment or Interruption into the said Canal, and to the Satisfac-

tion of the Engineer of the Company of Proprietors of the said Canal; and provided always, that it shall not be lawful for the said Company hereby incorporated, during the Construction of such Culvert, to prevent the Water flowing to the said Canal in its usual Manner.

Company to maintain Bridges and Culverts in good Repair.

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

Railway not to be brought within Five Yards of a certain Graving Dock of the Leeds and Liverpool Canal in the Township of Parbold.

XLII. And be it enacted, That in the Construction of the said Main Line of Railway the said Company hereby incorporated are hereby restrained from making or constructing the same in such Manner whereby any Part of the temporary or permanent Works of the said Railway shall be brought nearer than Five Yards from the Northern Side of a certain Graving Dock in the Township of *Parbold* aforesaid, belonging to the Company of Proprietors of the said Canal and Navigation, and numbered 25 and 26 on the said Plans, without the Consent in Writing under the Common Seal of the Company of Proprietors of the said Canal and Navigation first had and obtained.

Regulating the crossing of the Swinton District Turnpike Road.

XLIII. And be it enacted, That the said Company shall not, without the Consent of the Trustees for the Time being of the Turnpike Road numbered 412 in the Plan of the said Branch Railway twelfthly herein-before described deposited with the Clerk of the Peace for the County of *Lancaster*, either permanently or otherwise, alter the present Level or the present Width of the said Turnpike Road, nor in any Manner interfere with the Surface of the said Turnpike Road save only during such Time as shall be necessarily occupied in constructing the said Branch Railway and Works, or in the necessary Repairs thereof, and that for the Purpose of so constructing the said Branch the Company shall be at liberty, with the Consent of the Owners and Occupiers of the Lands through which the same shall be made, to depress the Level of the said Branch.

Regulating the crossing of Hulton Turnpike Road.

XLIV. And be it enacted, That in case the said Company shall carry the Turnpike Road from *Knocket Wall Brook* to the *White Horse* in the Township of *Westhoughton*, numbered in the said Plans and Sections with the Number 25 in the said Township of *Middle Hulton*, over the Branch Railway eleventhly hereby authorized at any Place other than that shown in the said Plans and Sections, they shall carry the said Road over the said Railway without altering the Level of the said Road in anywise; and in case they shall carry the said Road over the said Railway at the Place shown in the said Plans and Sections, they shall carry the said Road over the said Railway by

by means of a Bridge of such a Construction that the Level of the said Road shall not be raised more than Three Feet above the present Level thereof, and that the North-westerly Approach to the Centre of the said Bridge shall be made with a Slope or Fall thereto of not more than One Foot in One hundred and ten Feet, and the South-easterly Approach to the Centre of the said Bridge shall be made with a Rise of not more than One Foot in Thirty-six Feet, and that such Bridge shall be of the same Width between the Parapets as the present Widths of the said Road at such Place of crossing, and in all other respects shall be made in the Manner prescribed by "The Railways Clauses Consolidation Act, 1845," so far as applicable thereto.

Railway to be carried over the Swinton District of Turnpike Road by means of a Bridge.

XLV. And be it enacted, That where the said Railway and Works firstly herein-before authorized to be made, or any Part, shall cross the *Swinton* District of Turnpike Road, the same shall be constructed and made by means of a Bridge or Viaduct over the same Road, which shall be built in a workmanlike Manner, and, so far as practicable, drop-dry, and of Stone, Brick, or Iron, and the Abutments thereof shall be parallel with such Road, and the Foundation and Abutments shall extend and be made below the Surface of such Road to a Depth sufficient for the making and constructing any requisite Sinks, Drains, Sewers, or Watercourses, and the Opening of the said Bridge or Viaduct shall be constructed and at all Times continued so as to leave a clear Roadway and Footway to the full Width of the said Road, and so that the under Side Height of such Bridge or Viaduct shall be in no Part less than Sixteen Feet from the Surface of the said Road to the under Side of the said Opening, and for the whole Space thereof, and the Battlements of such Bridge shall be entirely closed, and shall be built or made of Stone, Brick, or Iron, and shall be made and constructed Six Feet in Height from the Surface of the Railway at least along each Side of such Bridge or Viaduct throughout the entire crossing of the said Road, and for the further Extent of Five Yards in Length at both Ends and on each Side of the said Bridge or Viaduct, and in constructing the said Railway across the said Road the present Levels or Width of the said Road shall not be permanently or otherwise altered (except during such Time only as may be absolutely necessary during the Progress of the Works for the Purpose of constructing the Bridge over the said Road) without the Consent in Writing of the said Trustees or their Surveyor first had and obtained for that Purpose.

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

XLVI. And whereas the Line of the said Railway from *Manchester* to *Wigan* will pass through and near certain Lands containing valuable Mines of Coal and other Minerals belonging to *William Gerard Walmesley* Esquire, and the said Line will intersect the Communication between such Lands respectively; be it enacted, That it shall be lawful for the said *William Gerard Walmesley*, his Heirs or Assigns, or other the Owners, Lessees, or Occupiers for the Time being of the said Lands and Mines, or any of them, or any Part thereof, from Time to Time and at any Time hereafter, as Occasion may require, to make, construct, lay down, and maintain all

all such Tramroads, Railways, or other Roads and Passages through the said Line of Railway, and across any of the Lands of the said *William Gerard Walmesley* which may be taken by the Company for the Purposes thereof, over or under the said Railway, for the Purpose of affording Communications through the same respectively, at such Places, to such Extent, and in such Manner as the said *William Gerard Walmesley*, his Heirs or Assigns, or such Owners, Lessees, Tenants, or Occupiers, could or might have made the same if this Act had not passed.

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

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

C. Scarisbrick, Esq. may make Communications through the Railway.

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

Works to be under the Superintendence of the

XLIX. Provided always, and be it enacted, That all such Communications shall be made and all such Works executed to the Satisfaction of and under the Superintendence of the Engineer of the Company

Company's Engineer.

Company hereby incorporated, and so as not to occasion any Stoppage of the Traffic along the said Railway, or cause any greater Inconvenience to the Company than is absolutely necessary, nor shall any such Roads or Ways be made so as to interfere with any of the Stations or other Works of the said Railway for the Time being, without the Consent of the Company, and all Damage occasioned to the said Railway Company by the Construction thereof shall be made good to the Company by the Party or respective Parties occasioning the same.

Differences as to Communications to be settled by Justices.

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

Communications may be made on Inclined Planes.

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

For Drainage of Lord Lilford's and W. I. Anderton's Land.

LII. And whereas by reason of working and getting the Mines within and under the respective Lands of Lord *Lilford* and *William Ince Anderson* Esquire respectively the Surface of the Ground may become so much sunk or depressed as to render it necessary or expedient for the effectual Drainage thereof to deepen the Watercourses which will be crossed or intersected by the Railway; be it therefore enacted, That if at any Time the Surface of any of the Lands of the said Lord *Lilford* situate in the Township of *Atherton*, or of any of the Lands of the said *William Ince Anderton* situate in the Townships of *Ince-in-Makerfield* and *Wigan*, shall by reason of the working or getting of the Coal and Cannel Mines thereunder be so sunk or depressed as to render it expedient or desirable that any of the Watercourses which are crossed or intersected by the said Railway shall be deepened or passed under the Railway at a lower Level, the Company shall and they are hereby required, from Time to Time when and as Occasion shall need or require, to deepen or carry such Watercourses under the said Railway at a lower Level, so far as the same shall be within the Lands of the Company, so as to enable the said Lord *Lilford* and *William Ince Anderton* respectively, and their respective Heirs and Assigns, effectually to drain their respective Lands.

LIII. And

Occupation Road to Walkden Moor to be carried over Railway by means of a Bridge.

LIII. And be it enacted, That the Company shall and they are hereby required to make and construct, and for ever hereafter to maintain, a handsome Bridge, to the reasonable Satisfaction of the Engineer for the Time being of the Devisees in Trust of the late Duke of *Bridgewater*, over the Main Line of Railway by this Act authorized, for the Purpose of carrying the Occupation Road in *Worsley* numbered 25 in the said deposited Plans over such Main Line of Railway, with the necessary and convenient Approaches thereto, the Inclination whereof shall not exceed One Foot in Thirty Feet, and that such Bridge shall be constructed of Stone or Bricks or Iron, or partly of Stone and Bricks or partly of Iron.

Occupation Road not to be raised more than Seven Feet without Consent.

LIV. And be it enacted, That the said Company shall not, without the Consent in Writing of the Right Honourable *Francis Egerton* Earl of *Ellesmere*, his Heirs or Assigns, raise any Part of the said Occupation Road numbered 25 in the deposited Plans more than Seven Feet above the present Level thereof; and that the said Company may and they are hereby empowered to throw and place in Spoil Banks on each Side of the said Railway within the Lands belonging to the said Devisees in Trust or to the said Earl of *Ellesmere* in the Township of *Worsley* and *Little Hulton*, or either of them, such additional Quantity of Earth, Stone, Metal, or other Materials as shall be excavated or removed by reason of the Line or Level of the said Railway being depressed below the Level of the Section of the Main Line Number 3 of the *Liverpool and Preston* and *Manchester and Southport* Railways deposited with the Clerk of the Peace of the County of *Lancaster* in the Year One thousand eight hundred and forty-five; and that in case any Earth, Stone, or Metal or other Material shall be so thrown out into Spoil, the Company shall and they are hereby required, with all convenient Speed after the State of the Works will admit of the same being done, to level and properly slope the Sides thereof, and then cover the whole thereof with a sufficient Covering of productive Soil, and sow the same with a sufficient Quantity of good perennial Grass Seeds, and such Banks shall belong to the respective Owners of the Lands on which the same shall be made.

Levels of Tramroads in Little Hulton and Worsley not to be altered.

LV. And be it enacted, That unless the said Devisees in Trust shall within Six Calendar Months after the passing of this Act elect to substitute for the Tramways respectively numbered 5 and 9 in the Township of *Little Hulton* in the deposited Plan of the Main Line of the said Railway, other Railways through any of the Closes in the Township of *Tyldesley-with-Shackerley* respectively numbered 136, 139, 142, and 143 in the same deposited Plan, and through either of the Closes in the Township of *Little Hulton* respectively numbered 14 and 15 in the same deposited Plan, and shall, under the Hand of the Superintendent for the Time being of the Trust Estates under the Will of the said *Francis* late Duke of *Bridgewater*, give Notice in Writing to the Company of their Intention so to do, the Company shall so make and construct their said Main Line of Railway as not, without the Consent in Writing of the said Devisees in Trust, or some or One of them, or their or some or One of their Heirs or Assigns,

Assigns, to alter or interfere with the said Tramways respectively numbered 5 and 9 as in any Manner to diminish the Efficiency of or the Economy in the working of such Tramways or either of them; and to enable the Company so to construct their said Main Line of Railway it shall be lawful to depress the same within the Lands of the said Devisees in Trust as to cross such Tramways or either of them on the Level thereof.

Company to place Gates across Tramroads in Little Hulton and Worsley.

LVI. And be it enacted, That in case the said Devisees in Trust shall not so elect to substitute Railways through any of the said Closes respectively numbered 136, 139, 142, and 143 in the Township of *Tyldesley-with-Shackerley*, or through either of the Closes respectively numbered 14 and 15 in the Township of *Little Hulton*, for the said Tramroads respectively numbered 5 and 9 in the Township of *Little Hulton*, the Company shall erect and at all Times maintain good and sufficient Gates across the last-mentioned Two Tramways respectively numbered 5 and 9 as aforesaid, at the Option of the said Devisees, to be expressed within Six Months from the passing of the Act, on each Side of the said Main Line of Railway where the same shall communicate therewith, and shall at all Times employ a proper Person to open and shut such Gates; and such Gates shall be kept constantly closed across such Tramways on both Sides of the said Main Line of Railway, except during the Time when Horses, Cattle, Engines, and Carriages passing along the same shall have to cross such Main Line of Railway, and such Gates shall be of such Dimensions and so constructed as when closed to fence in the Main Line of Railway; and the Persons intrusted with such Gates respectively shall cause the same to be closed as soon as such Horses, Cattle, Engines, or Carriages shall have passed through the same, under a Penalty of Forty Shillings for every Default therein, such Penalty to be recoverable in the same Manner as Penalties payable under "The Railways Clauses Consolidation Act, 1845."

As to Substitutions of Railways for Tramways in the Township of Little Hulton.

LVII. And be it enacted, That in case the said Devisees in Trust shall within Six Calendar Months after the passing of this Act so elect, and give Notice in Writing under the Hand of the said Superintendent for the Time being to the said Railway Company of their Intention to substitute for the said Tramways respectively numbered 5 and 9 in the Township of *Little Hulton* Railways through any of the Closes in the Township of *Tyldesley-with-Shackerley* respectively numbered 136, 139, 142, and 143, or through either of the Closes respectively numbered 14 and 15 in the Township of *Little Hulton*, the Company shall and they are hereby required in constructing their said Main Line of Railway to make, erect, and form, and for ever afterwards maintain and keep in repair, a good and sufficient Arch or Bridge inside the said Main Line of Railway suitable for the said Tramways respectively so to be substituted by the said Devisees in Trust as aforesaid through any of the said Closes respectively numbered 136, 139, 142, and 143, and 14 and 15, each of which said Arches or Bridges shall be so constructed as to leave a clear open Space of the Height of Fourteen Feet for Five Feet in Width in the Centre thereof, and of the clear

Breadth of Nine Feet at the least, and so that the under Side of the Keystone of the Arch or the Beam of each of the said Bridges shall not be a greater Distance than Two Feet from the upper Surface of the Rails of the said Main Line of Railway as shown in the said deposited Section: Provided always, that in all respects not herein otherwise expressly provided such Tramroads, and all Points and Crossings belonging thereto or connected therewith, shall be subject to the several Provisions contained in the Railways Clauses Consolidation Act, 1845, applicable to the making of Branch Railways by the Owners of adjoining Lands.

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

LVIII. And whereas the said Main and Branch Lines of Railway hereby authorized, or some or one of them, will intersect or pass near certain Lands containing valuable Mines of Coal and other Minerals belonging to the said Devisees in Trust and to the said Earl of *Ellesmere* respectively; be it enacted, That it shall be lawful for the said Devisees in Trust and the said Earl of *Ellesmere* respectively, their respective Heirs or Assigns, or other the Owners, Lessees, or Occupiers for the Time being of the said Lands and Mines, or any of them, from Time to Time and at any Time hereafter, as Occasion may require, to make, construct, lay down, and maintain, and also from Time to Time to alter, all such Tramroads, Railways, or other Roads and Passages over or under the said Main or Branch Lines of Railway or any of them, and over, under, through, or across any of the Lands which may be taken by the Company for the Purposes thereof, for the Purpose of affording Communication from one Side to the other of the said Main or Branch Lines of Railway or any of them, at such Places, to such Extent, and in such Manner as such Owners, Lessees, or Occupiers could or might have made the same if this Act had not passed.

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

LIX. Provided always, and be it enacted, That all such Crossings and Communications shall be made and all such Works executed to the reasonable Satisfaction and under the Superintendence of the Engineer of the Company hereby incorporated, and so as not to occasion any Stoppage of or Obstruction or Injury to the Traffic or Passage along the said Railway, or cause any greater Inconvenience to the Company than is absolutely necessary, nor shall any such Roads or Ways be made so as to interfere with any of the Stations or other Works of or belonging to the said Railway for the Time being; and all Losses, Costs, Charges, Damages, and Expences which shall be done or occasioned by or by reason of the Construction, Maintenance, Use, or Existence of any such Crossing or Communication as last herein-before provided, whether sustained by the Company or other Party using the Railway, shall from Time to Time, when and as often as the same shall happen or arise, be made good to the Company or other Party by whom the same shall have been incurred or sustained, by the said Devisees in Trust, their Heirs or Assigns, in case such Crossing or Communication shall have been made by their or any of their Authority or Direction, or by the said Earl of *Ellesmere*, his Heirs or Assigns, in case such Crossing or Communication shall have been made by his or their or any of their Direction or Authority, unless the same shall have happened or arisen by or through

through the wilful Neglect or Default of the Company or other Party using the Railway, or their or any of their Servants or Agents.

Differences as to Communications to be settled by Justices.

LX. And be it enacted, That in case any Difference shall arise as to the Manner and Time of making such Crossings or Communications, or Alterations therein, or the Maintenance thereof, or the Places at which the same shall be made, such Difference shall, subject to the Provisions of this Act, be determined by Two Justices, in the Manner provided by the said Railways Clauses Consolidation Act, 1845, in case of Difference as to Accommodation Works.

Communications may be made on Inclined Planes.

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

For Protection of the Bridgewater Canal.

LXII. And whereas the *Astley* Branch of the said intended Railway will cross the Duke of *Bridgewater*'s Canal in the Township of *Astley*, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said Canal; be it therefore enacted, That in carrying the said Branch Railway over the said Canal the Company shall and they are hereby required, at their own Expence, to make, and for ever afterwards maintain and keep in good Order and Repair, a good and substantial Bridge over the said Canal and the Towing Path thereof, with perpendicular Foundation Walls, parallel with the Banks of the Canal as now existing, the under Side of the Openings at the Keystone of the Arch or Centre of such Bridge not being in Height above the Top-water Level of the said Canal less than is shown on the said deposited Section, and the Opening or Span of the Arch of such Bridge shall not be less than Thirty-six Feet wide, so as to leave a clear navigable Waterway of not less than Thirty-one Feet in Width and a Towing Path of Five Feet in Width in every Part thereof, with a clear Headway of not less than Six Feet over every Part of the Towing Path, without the Consent in Writing of the Superintendent for the Time being of the Trust Estates of the said *Francis* late Duke of *Bridgewater* or of the said Devisees in Trust; and the Space within the Arch of such Bridge (except so much as shall be occupied by the said Towing Path) shall, after the said Bridge shall be completed, be preserved an open uninterrupted navigable Waterway, except during the necessary Repairs of such Bridge, or the Erection of a new Bridge in lieu thereof.

LXIII. Pro-

Regulation to be observed in the Construction of Works over the Bridgewater Canal.

LXIII. Provided always, and be it enacted, That the said Company shall and may, for the Purpose of constructing the said Bridge, from Time to Time, on giving Fourteen Days Notice to the said Devisees or their resident Engineer for the Time being of their Intention so to do, and on making to the said Devisees reasonable Compensation for any Loss or Injury accruing to them from such Stoppage, stop the said Duke of *Bridgewater*'s Canal on not more than Four several Occasions, at least Fourteen Days apart, and for a Space not exceeding Twenty-four Hours on each such Stoppage, and that at all other Times during the Progress of constructing or repairing the said Bridge, or a new one in lieu thereof, the Company shall from Time to Time and at all Times leave an open and uninterrupted navigable Waterway in the said Canal of not less than Twenty Feet wide in every Part thereof during the Time of constructing and putting in the Foundation of such Bridge, which Time shall not at any One Period exceed Six Weeks; and in case by reason or in execution of any of the Works by this Act authorized, or by reason of the bad State of Repair of the said Bridge, the said Canal shall be so obstructed (except during the respective Periods of Stoppage herein-before mentioned) as that the Boats, Barges, or Vessels, loaded or unloaded, navigating or using the said Canal, or the Horses drawing the same, shall not be able to pass along the said Canal and Towing Path, or in case the navigable Waterway herein-before required to be preserved during the Progress of the Works shall at any Time be contracted to a less Width than Twenty Feet, then the Company shall pay to the said Devisees in Trust, as and by way of ascertained Damage, the Sum of Fifty Pounds for every Day during which such Obstruction or Contraction shall continue on or in the said Canal, and so in proportion for any less Time than One Day, such Sum, with Costs of Suit, to be recovered by the said Devisees in Trust against the Company by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Communications with the North Union Railway to be effected to the Satisfaction of the Engineer of the Company.

LXIV. And be it enacted, That all Communications between any of the Railways by this Act authorized and the *North Union* Railway shall be effected in a substantial and workmanlike Manner, by means of Connexion Rails and Points (of the Construction most approved), laid in the Manner most approved, and to the reasonable Satisfaction of the Engineer for the Time being of the Companies now in possession of the said *North Union* Railway, and none of the Railways by this Act authorized shall cross the *North Union* Railway or the Rails thereof on the Level.

Communication with the North Union Railway to be made at the Expence of the Manchester and Southport Railway Company.

LXV. And be it enacted, That the Expence of the Communications hereby authorized with the *North Union* Railway, and of all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of regulating and adjusting the same, shall be borne and paid by the *Manchester and Southport* Railway Company; and that all such Communications, Openings, and Works shall not only be in the first instance made and done, but shall also from Time to Time be altered, amended, repaired, and maintained, to the reasonable Satisfaction of the

the Engineer for the Time being of the Companies now in possession of the said *North Union* Railway, on each Occasion, and in such Manner and Form and by such Ways and Means as shall not in anywise prejudice or injure the said *North Union* Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same.

Saving Right of the Companies in possession of the North Union Railway.

LXVI. And be it enacted, That, except so far as hereby expressly enacted, nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in or belonging to the Companies now in possession of the said *North Union* Railway, in respect of such last-mentioned Railway, but all their Rights, Privileges, Powers, Franchises, and Authorities are hereby expressly saved and reserved, not only as against and with respect to the said *Manchester and Southport* Railway Company, but also as against and with respect to all other Companies and Persons whomsoever.

Land connected with the North Union Railway not to be taken.

LXVII. And be it enacted, That, notwithstanding any thing in this Act contained to the contrary, it shall not be lawful for the *Manchester and Southport* Railway Company or for other Companies, or for any Person or Persons, either for or in execution of this Act or for any other Purposes or in any Manner, either permanently or temporarily, to enter upon, take, or use any of the Land or Property appertaining to the said *North Union* Railway, and vested in the Companies now in possession of the said *North Union* Railway, or in any Manner to alter, vary, or interfere with the said *North Union* Railway, or any of the Works appertaining thereto, save only for the Purpose of effecting the Junctions authorized in manner aforesaid, and constructing the said *Manchester and Southport* Railway in the Manner delineated in the said Plans and Sections so deposited as aforesaid, and not otherwise.

Construction of Bridge to carry the Wallgate Street over Railway.

LXVIII. And whereas it is intended to carry a certain main Street or public Highway situated in the Borough of *Wigan* aforesaid, called the *Wallgate*, by a Bridge over or across the said Railway, and it is intended that such Street or Road shall be altered in order to carry the same over the said Railway; be it enacted, That in constructing the said Bridge over the said Railway the Road over the said Bridge shall be made and formed of the full Width of the present Street, with a handsome Parapet Wall, to be built of Stone or Iron, and of the Height of Six Feet at the least, on each Side of the said Bridge and of the Approaches thereto so far as the Building shall be removed by the Company, so as to exclude the Sight of the said Railway from the said Street; and for the Purposes aforesaid it shall be lawful for the said Company to raise the said Street or Road, in order to carry the same over the said Railway, to such Extent as may be necessary: Provided always, that the Surface of the said Street shall not be raised more than Fifteen Inches above the present Level of the said Street, and that the Road over the said Bridge shall on the North-easterly Side thereof be formed horizontally or on the Level from the Crown of the Arch until the Surface intersects the

Surface of the present Street or Road, and that the Inclination of the Road on the South-westerly Side thereof shall not exceed One Foot in Twenty-five Feet, and that such Street or Road shall be well and sufficiently formed and reinstated by and at the Expence of the said Company, and to the reasonable Satisfaction of the Surveyor to the Board for the Repair of the Highways within the said Borough of *Wigan* for the Time being, and be maintained, supported, and kept in repair by the said Company for the Space of Twelve Calendar Months from the Time it is so reinstated as aforesaid.

As to Construction of Bridge over Chapel Lane in Wigan.

LXIX. And whereas it is intended to carry the said Railway by a Bridge across or over a certain Street or public Highway situate in the Borough of *Wigan* in the said County of *Lancaster*, called *Chapel Lane*, and it is intended that such Street or Road shall be altered in order to carry the said Railway over the said Street; be it enacted, That in constructing the Bridge over the said Street or Road the Width of the Arch shall be such as to leave thereunder a clear Space of not less than Thirty Feet, and that the clear Height of such Arch from the Surface of the said Carriage Road to the under Side of the Arch or Iron Girders shall not be less than Fourteen Feet for the Space of Twelve Feet in the Centre, and that the clear Height at the springing of such Arch shall not be less than Thirteen Feet; and for the Purposes aforesaid it shall be lawful for the said Company to lower the said Street or Road, in order to carry the said Railway over the same, to such Extent as may be necessary: Provided always, that the Descent made in the said Street or Road in order to carry the said Railway over the same shall not have a greater Inclination on the North Side thereof than One in Twenty Feet, and that the Street or Road on the South Side thereof shall be formed horizontally or on the Level until the said Surface intersects the Surface of the present Road, and that such Street or Road shall be well and sufficiently formed and reinstated by and at the Expence of the said Company, and to the reasonable Satisfaction of the Surveyor to the Board for the Repair of the Highways within the said Borough of *Wigan* for the Time being, and be maintained, supported, and kept in repair by the said Company for the Space of Twelve Calendar Months from the Time it is so reinstated as aforesaid.

As to Construction of Sewer within the Borough of Wigan.

LXX. And whereas the making of the said Railway under the *Wallgate Street* in the Borough of *Wigan* aforesaid will intersect the main public Sewer of the Borough, and for the Purpose of preserving the Sewerage it will be necessary that the Sewerage Water shall be carried in another Direction; be it therefore enacted, That the said Company shall and they are hereby required, before they interfere with the said Main Sewer, to make, construct, and erect a Culvert or Drain from the said Main Sewer on the Northerly Side of the said Railway, and continue such Culvert or Drain in a Westerly Direction along or under or near to their Line of Railway for a Distance of Six hundred Yards from the Point where the same Culvert or Drain shall join the present Main Sewer for the Purpose of conveying such Sewerage Water from the Town of *Wigan* into the River *Douglas*, such Culvert or Drain to be of a circular Form, and to be made and erected of Brick or Stone, or Brick and Stone,

and set in good Lime Mortar, and to be not less in Dimensions than Three Feet in Diameter, and with regular Inclination, and to be made and constructed to the reasonable Satisfaction of the Surveyor for the Board for the Repair of the Highways within the Borough of *Wigan* for the Time being, and to be made, constructed, and for the Space of Ten Years afterwards maintained and kept in repair, by and at the Expence of the said Company.

Reservation of the Rights of the Wigan Board of Highways.

LXXI. Provided always, and be it enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities relating to the Repairs of the Highways under or over the Railway vested in or enjoyed by the Board for the Repair of the Highways for the Borough of *Wigan* for the Time being, acting in execution of a certain Act passed in the Fifth and Sixth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to consolidate and amend the Laws relating to Highways in that Part of* Great Britain *called* England, by virtue of the said Act, but all their Rights, Privileges, Powers, and Authorities, so far as relates to the Repair of the Highways under or over the Railway, are hereby expressly saved and reserved.

5 & 6 W. 4. c. 50.

For the Protection of Buildings in Wigan from Fire.

LXXII. And whereas the said Railway is intended to pass through or near to valuable Dwelling Houses and other Property within the Borough of *Wigan*, and it is necessary that Means should be adopted for securing such Property from Danger of Fire caused by the passing of Locomotive Engines along the said Railway; be it enacted, That every Engine which shall at any Time hereafter be brought upon or used on the said Railway within the Limits of the Borough of *Wigan* shall have the Funnel or Chimney thereof secured so as to guard against Danger arising from the issuing of Sparks therefrom, in such Manner as the Commissioners of Railways for the Time being shall, in case of Difference, by Writing from Time to Time direct, and no such Engine shall at any Time be brought upon or used upon the said Railway within the said Borough unless the Funnel or Chimney of the same shall have been first secured in manner aforesaid.

Authorizing Sale of Lands belonging to the Duchy of Lancaster, and providing for Application of Purchase Money.

LXXIII. And whereas Part of the Lands which may be required for the Purposes of this Act belong to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster*; be it enacted, That it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster* for the Time being to agree with the said Company for the absolute Sale in Fee Simple of the Lands, or any Part thereof, of or belonging to Her said Majesty in right of Her said Duchy, which shall be required for the Purposes of this Act, at or for such Price or Compensation in Money and upon such Terms and Conditions as shall be settled and agreed upon between the said Chancellor and Council and the said Company, and upon Payment of such Price or Compensation, by any Deed or Writing under the Seal of the Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to convey the same Lands, and the Fee Simple and Inheritance thereof, to the said Company, their Successors

and

and Assigns, for the Purposes of this Act; and the Purchase Money or Consideration for the same Lands shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same; and the same either shall and may be invested in the Purchase of Bank Annuities, according to the Powers and Provisions contained or referred to in an Act passed in the Forty-eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to improve the Land Revenue of the Crown in* England, *and also of His Majesty's Duchy of* Lancaster, with respect to the Purchase Money to be paid for Property belonging to the Crown within the Survey and Receipt of the said Duchy, under the therein-recited Acts; or the same or any Part thereof may, either without any previous Investment or after such, and either alone or together with any other Monies which shall for the Time being have arisen or shall hereafter arise from the Sale of Lands and Hereditaments Part of the Possessions of the said Duchy, be laid out according to the Provisions of an Act passed in the Fifty-seventh Year of His said Majesty King *George* the Third, intituled *An Act for ratifying Articles of Agreement entered into by the Right Honourable* Henry Hale *Viscount* Gage *and the Commissioners of His said Majesty's Woods and Forests and Land Revenues, and for the better Management and Improvement of the Land Revenues of the Crown*; or the said Monies, and also any such other Monies, whether previously invested or not, or any Part thereof respectively, may be laid out in the Purchase of Lands which in the Judgment of the said Chancellor and Council shall be deemed convenient to be held with any Possession of the said Duchy, as the Chancellor and Council for the Time being of the said Duchy shall direct by any Order or Orders in that Behalf; and the said Chancellor and Council shall for the Purposes of this Act have and be entitled to all such Powers and Provisions in reference to the Monies (if any) so invested in Bank Annuities, and so to be laid out and invested as aforesaid, as under or by virtue of the said recited Act of the Fifty-seventh Year of King *George* the Third they are entitled to concerning any Sums or Funds of or belonging to the Duchy of *Lancaster*, in the same Act particularly mentioned or referred to; and the Lands and Hereditaments (if any) so purchased on behalf of the said Duchy as aforesaid shall be conveyed and assured to the Use of Her Majesty, Her Heirs and Successors, in right of Her said Duchy of *Lancaster*, and shall vest in Her said Majesty, Her Heirs and Successors, in the same Right and as fully and effectually as the Lands to be conveyed to the said Company were vested in Her immediately before such Conveyance, and be held with the like Incidents, and be subject to the same Application, to all Intents and Purposes, as the said Lands so to be conveyed to the said Company were held by Her immediately before such Conveyance; and every such Conveyance to the Use of Her Majesty, Her Heirs and Successors, may be in the Form in the Schedule to this Act annexed, or as near thereto as may be.

48 G. 3. c. 73.

57 G. 3. c. 97.

Concerning the Sale and working of

LXXIV. And whereas the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster* is entitled, either in possession or subject

Mines belonging to the Duchy of Lancaster.

subject to Leases granted by the said Duchy, to the Mines, Minerals, and Quarries lying and being in or under Part of the Lands required for the Purposes of this Act, or in the Neighbourhood thereof; be it therefore enacted, That it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster*, either before or after the making of the Railway or any Part thereof, to agree with the said Company for the absolute Sale of the said Mines or Minerals and Quarries, or any Part or Parts thereof, subject nevertheless and without Prejudice to the Lease or Leases (if any) for the Time being subsisting thereof, at or for such Price or Consideration in Money, and upon such Terms and Conditions, and with such Reservations, Exceptions, and Restrictions, in all respects, as may be agreed upon between the said Chancellor and Council and the said Company; and it shall be lawful for the said Chancellor and Council also to enter into any Arrangement or Agreement with the said Company concerning the working by Her said Majesty, Her Successors and Assigns, of the said Mines, Minerals, or Quarries, or any of them, or any Part or Parts thereof, whether the same may be in, under, or upon the Line of the Railway or in the Neighbourhood thereof; and the Purchase or Consideration Money for the same Mines, Minerals, or Quarries, or any Part or Parts thereof, shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same shall be paid and applied by him in the Manner and for the Purposes in and by this Act directed and provided concerning any Monies which shall come to his Hands by virtue of this Act: Provided always, that nothing in this Act contained shall extend to prevent or hinder Her said Majesty or Her Lessees from working, but, on the contrary, it shall be lawful for Her said Majesty and Her Lessees to work, as well before as after the making of the Railway, any such Mines, Minerals, or Quarries, or any Part or Parts thereof, whether the same shall be situate in, under, or upon the Line of the said Railway or in the Neighbourhood thereof, nor to make Her said Majesty, Her Heirs or Successors, in any way liable for any Damage which may be done to or on the Railway by the working of any such Mines, Minerals, or Quarries, unless the said Chancellor and Council shall have expressly agreed in Writing with the said Company that the said Duchy shall become so liable, and then to the Extent (if any) only and in the Manner in such Agreement specified and provided; provided also, that it shall not be lawful for the Company, by reason of any such Conveyance, to work, get, or use any such Mines, Minerals, or Quarries, (except so far as may be necessary in making the Railway,) unless they shall in the Conveyance or Assurance thereof be expressly authorized by the said Chancellor and Council so to do, and then to the Extent only which shall be so authorized; and every Deed or Writing whereby any Lands, Hereditaments, Estate, Right, or Interest shall be conveyed or assured by the said Chancellor and Council of Her said Majesty's Duchy of *Lancaster*, by virtue of the Powers of this Act, being enrolled in the Court of the Duchy Chamber of *Lancaster* within Three Calendar Months from the Date thereof, shall be effectual to vest in the said Company

For Enrolment of all Deeds of Conveyance of Land belonging to the Duchy of Lancaster.

Company the Lands, Hereditaments and Premises thereby expressed to be granted, conveyed, or assured, any thing contained in the Act passed in the First Year of Her Majesty Queen *Anne*, intituled *An Act for the better Support of Her Majesty's Household and the Honour and Dignity of the Crown*, or in any other Act, to the contrary in anywise notwithstanding. 13 W. 3. & 1 Ann. c. 7.

Saving the Rights of the Crown and the Duchy of Lancaster.

LXXV. Provided always, and be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Queen's most Excellent Majesty, Her Heirs and Successors, as well in right of Her Crown as in right of Her Duchy of *Lancaster*.

Certificate of Commissioners of Railways to be obtained before the Company shall be amalgamated with Manchester and Leeds Railway Company.

LXXVI. And be it enacted, That from and after the Period when it shall have been proved to the Satisfaction of the Commissioners of Railways, and certified under their Seal, that One Half of the whole Amount of the Capital, exclusive of Loans, by the Act or Acts relating to the Company hereby incorporated and to the *Manchester and Leeds* Railway Company authorized to be raised, has been actually paid up, and expended for the Purposes authorized by such Act or Acts respectively, the Company shall be and are hereby declared to be united to and incorporated with the *Manchester and Leeds* Railway Company, and the several Undertakings of the Company hereby established; and all the Lands, Monies, Goods, and Chattels, and all other the Real and Personal Estate and Effects of the same Company, and all their Estate, Right, Title, and Interest in their said Undertakings, and all the Rights, Privileges, Powers, and Authorities by this Act, or by any other Act or Acts passed or which may be passed in the present or any future Session of Parliament, given to or vested in the Company, (subject to the existing Debts, Liabilities, Engagements, Contracts, Obligations, and Incumbrances of the said Company,) shall be and be held to be and the same are hereby vested in the *Manchester and Leeds* Railway Company, and may be lawfully executed, completed, held, and exercised by and in the Name of the *Manchester and Leeds* Railway Company, in the same Manner and to the same Extent as the Company could have executed, completed, held, used, exercised, and enjoyed the same if the same Company had not been united to and incorporated with the *Manchester and Leeds* Railway Company.

Powers, &c. of Company extended to Manchester and Leeds Railway Company.

LXXVII. And be it enacted, That from and after the Period at which the said Union and Incorporation shall take place all the Powers, Authorities, Rights, Privileges, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Clauses, Matters, and Things herein contained relating to the Company shall, with reference to such Works, Matters, and Things as shall have been or might have been made or done thereunder by the same Company, their Officers, Agents, and Servants, in relation to their said Undertakings or otherwise, if they had not been so incorporated with the *Manchester and Leeds* Railway Company, be executed, done, performed, and observed by and be applied and applicable to the *Manchester and Leeds* Railway Company, their

Officers, Agents, and Servants, in every respect, and as fully and effectually, to all Intents and Purposes, as if the Name of the *Manchester and Leeds* Railway Company had in every Case been written or inserted in this Act instead of the Name of the Company.

Debts, Rates, Tolls, and Duties of the Company transferred to Manchester and Leeds Railway Company.

LXXVIII. And be it enacted, That (subject to the Provisions in this Act contained) from and after the Period aforesaid all the Debts then due from or to the Company shall be payable and paid, together with all Interest, if any, due or to accrue due thereon, by or to the *Manchester and Leeds* Railway Company; and all Rates, Tolls, Duties, and Monies which shall be or become, or which, if the Company had not been by this Act incorporated with the *Manchester and Leeds* Railway Company, would be or become due and payable under and by virtue of this Act, or any other Act relating to the Company, from or to the Company, shall be due and payable from or to the *Manchester and Leeds* Railway Company, and shall and may be recovered from or by the *Manchester and Leeds* Railway Company by the same Ways and Means, with the same Restrictions and Regulations, and with the same Penalties in regard thereto respectively, as the same would or might have been due and payable to or from or recoverable from or by the Company in case they had not been by this Act incorporated with the *Manchester and Leeds* Railway Company.

Effect of Conveyances, Contracts, &c. of or to the Company.

LXXIX. And be it enacted, That all Conveyances, Contracts, Agreements, Obligations, Liabilities, Bonds, Covenants, and Securities which shall have been made or entered into before the Period aforesaid, to, with, by, or for the Company, shall be and remain as good, valid, and effectual for or against or with reference to the *Manchester and Leeds* Railway Company as they would have been for or against or with reference to the Company in case the said Union and Incorporation had not taken place.

Acts of the Company hereby established binding on the Manchester and Leeds Railway Company.

LXXX. And be it enacted, That every Purchase, Sale, Agreement, Security, Right, Transaction, Act, Matter, or Thing whatsoever, which before the Period aforesaid shall have been made, done, executed, acquired, committed, commenced, or instituted under or by virtue of this Act, by, for, or against the Company, shall, subject to the Provisions in this Act contained, be as good, valid, and effectual to, for, or against, and shall and may be as effectually completed by and against, the *Manchester and Leeds* Railway Company, as they respectively would have been with reference to or could have been completed by or against the Company in case the said Union and Incorporation had not taken place.

Contracts to be completed.

LXXXI. Provided also, and be it enacted, That in all Cases in which the Company, previously to the Period aforesaid, shall, under the Powers or Provisions of this Act, have entered into any Contracts for the Purchase of, or shall have taken or used any Land which before the Period aforesaid shall not have been effectually conveyed to the Company, or the Purchase Money in respect of which shall not have been duly paid by the Company, or shall have entered into any other Contract or Agreement, then and in every such

such Case such Contracts or Agreements, if in force, shall be completed, and such Land, if a Conveyance thereof can be by Law enforced, shall be conveyed to the *Manchester and Leeds* Railway Company, or as that Company shall direct; and the Purchase Money or other Money so agreed to be paid shall be paid out of any Money placed at the Disposal of the *Manchester and Leeds* Railway Company by this Act or otherwise; and all Clauses, Provisions, Powers, and Authorities contained in this Act, or otherwise, in relation to the Completion of such Contracts, and the Purchase and Conveyance of such Land, and the Payment and Application of such Purchase Money in respect thereof, and in relation to other Matters of Agreement, shall for the Purposes of this Act remain in full Force, and shall be construed and taken as if the *Manchester and Leeds* Railway Company were named in such Act, Contracts, or Agreements respectively, instead of the Company.

Capital of the Company to be Capital of the Manchester and Leeds Railway Company, and Receipts to be deemed Receipts of the Manchester and Leeds Railway Company.

LXXXII. And be it enacted, That from and after the Period aforesaid the Capital of the Company shall be and is hereby declared to be Part of the Capital of the *Manchester and Leeds* Railway Company, and the Capital hereby vested in that Company shall thenceforth be subject to all the Provisions respecting Capital contained in the Acts of Parliament relating to the *Manchester and Leeds* Railway Company; and the Proprietors of Shares in the Capital of the *Manchester and Leeds* Railway Company, including the Holders of then existing Shares in the Company, shall (subject to the Provisions of this Act) have all the Privileges, Rights, and Powers which by the said Acts are vested in the Proprietors of Shares in the *Manchester and Leeds* Railway Company, and shall be subject to all the Provisions to which by the said Acts the Proprietors of Shares in the *Manchester and Leeds* Railway Company are or shall be subject, and the Receipts from the Traffic and Business of the *Manchester and Leeds* Railway, and all Works connected and to be connected therewith, and from other Sources of Income, and from the Traffic and Business of the Company, and all Railways and Branch Railways made or to be made under the Authority of this Act, and all Works connected and to be connected therewith, and from other Sources of Income, shall be deemed Receipts on account of the *Manchester and Leeds* Railway Company, and all the Costs, Charges, and Expences which if the Company had not been united to and incorporated with the *Manchester and Leeds* Railway Company would be payable out of the Capital of either of the said Companies shall be paid out of the Capital of the *Manchester and Leeds* Railway Company, and all the Costs, Charges, and Expences which if the said Union and Incorporation had not taken place would be payable out of the Receipts from Traffic or other Income of either of the said Companies shall be paid out of the Receipts which are hereby declared to be Receipts on account of the *Manchester and Leeds* Railway Company.

As to Certificates of Shares.

LXXXIII. And be it enacted, That as soon as may be after the Period at which the Company shall have been united to and incorporated with the *Manchester and Leeds* Railway Company the *Manchester and Leeds* Railway Company shall call in the Certificates of

of Shares in the Company which may have been issued, if any, and shall issue to the Proprietors of such Shares new Certificates entitling them respectively to Shares of equal Amount in the *Manchester and Leeds* Railway Company, and the Shares which shall be represented by such new Certificates may be respectively of such nominal Amount as the Directors of the *Manchester and Leeds* Railway Company shall (subject to the Provisions herein contained) deem expedient: Provided always, that such Shares shall, so far as respects the making and enforcing of Calls thereon, be deemed Shares of the Company.

As to Dividends payable to Shareholders in the Company.

LXXXVI. And be it enacted, That the Proprietors of Shares in the Company which under the Provisions of this Act shall be converted into or represented by Shares in the *Manchester and Leeds* Railway Company shall be entitled to Dividends in respect thereof of such Amount, in such Manner, and from such Time or respective Times as has been or shall be agreed upon between the said Companies, or between the Provisional Committee of Management of the Company, and the *Manchester and Leeds* Railway Company, or any Committee acting in their Behalf and under their Authority, or if no Agreement with respect thereto shall have been entered into, then the Proprietors of the said Shares shall be entitled to Dividends in respect thereof of such Amount, in such Manner, and from such Time or respective Times as the Directors of the *Manchester and Leeds* Railway Company shall appoint, regard being had to the Period when the respective Railways constituting the Undertakings of the Company as authorized by this Act shall respectively have been opened for public Use, and to the Amount of Money which shall have been paid in respect of Deposits and Calls on account of such Shares.

Proprietors of Shares under this Act not to participate in certain Capital of Manchester and Leeds Railway Company.

LXXXV. And be it enacted, That the respective Proprietors of Shares in the Company who under the Authority of this Act shall become Proprietors of Shares in the *Manchester and Leeds* Railway Company shall not as Proprietors of such last-mentioned Shares be entitled to participate in any Capital which the said *Manchester and Leeds* Railway Company are or shall be authorized to raise under their existing Powers, or under the Powers of this Act, or in respect of any of the following projected Undertakings, namely, the *Oldham Alliance* Railway, the *Leeds* Central Railway Station, the Extensions to *Wakefield* and *Leeds* of the *Great Northern* Railway, the new Station and Extension into *Hull* of the *Hull and Selby* Railway, and the several Branches, Extensions, Alterations, and new Works of the several Undertakings of the *Manchester and Leeds* Railway Company described in the several Bills promoted by them under the respective Short Titles of "The *Manchester and Leeds* Railway Act, No. 1, 1847," "The *Manchester and Leeds* Railway Act, No. 2, 1847," and "The *Manchester and Leeds* Railway Act, No. 3, 1847," provided that the Amount of Capital in respect of the said several projected Undertakings from Participation in which the Proprietors aforesaid are excluded shall be limited to the respective Amounts of Money authorized to be raised in the first instance by the *Manchester and Leeds* Railway Company under the Provisions of the

several Acts of Parliament sanctioning the same Undertakings respectively.

Company dissolved after Incorporation with Manchester and Leeds Railway Company.

LXXXVI. And be it enacted, That, subject to the Provisions herein contained, the Company shall, from and immediately after the Time at which the same Company shall be united to and incorporated with the *Manchester and Leeds* Railway Company, be and is hereby dissolved for all Purposes, except such as may be necessary for enforcing any such Agreements as aforesaid or any of the Provisions of this Act, for which Purposes the Company shall, notwithstanding this Enactment, continue to be and have Power to act as a Body Corporate.

Dissolution not to abate Actions.

LXXXVII. Provided always, and be it enacted, That nothing in this Act contained shall abate or prejudice any Action or Suit which shall have been commenced by or against the Company before the Period on which the same shall be united to and incorporated with the *Manchester and Leeds* Railway Company, but such Action or Suit may be continued, proceeded with, and prosecuted as if such Union and Incorporation and not taken place; and such Union or Incorporation shall not revive or continue any Right of Action which should be brought within a limited Time, but such Action shall be brought within the same Time against the *Manchester and Leeds* Railway Company as it should have been against the Company in case such Union and Incorporation had not taken place; nor shall such Union or Incorporation prevent the suing for or recovering, either in the Name of the *Manchester and Leeds* Railway Company or of the Company, any Penalty incurred for any Offence against the Provisions of this Act, or prevent, defeat, or abate any Prosecution, but all Penalties which shall have been incurred may be sued for, and all Offences which shall have been committed may be prosecuted, either in the Name of the *Manchester and Leeds* Railway Company or of the Company, in the same Manner, to all Intents and Purposes, as the same could have been sued for or prosecuted in the Name of the Company if the said Union and Incorporation had not taken place.

Indemnity to the Directors of the Company.

LXXXVIII. And be it enacted, That all Persons who before the Union and Incorporation aforesaid were the Directors of the Company, their respective Heirs, Executors, Administrators, and Assigns, and their and each of their Lands, Tenements, Goods, and Chattels, shall be indemnified and saved harmless, by and out of the Funds of the *Manchester and Leeds* Railway Company, against all Debts, Liabilities, Contracts, and Engagements contracted and entered into by them as such Directors as aforesaid, and against all Damages, Losses, Costs, Charges, and Expences occasioned or which may be occasioned on account or in respect thereof.

Directors under the Union and Incorporation hereby established.

LXXXIX. And be it enacted, That from and after the Union and Incorporation aforesaid the Directors for the Time being of the *Manchester and Leeds* Railway Company shall be Directors as well for the Purposes of this Act as also for the Purposes of the Acts relating to the *Manchester and Leeds* Railway Company.

Interest not to be paid by Manchester and Leeds Railway Company on Calls paid up in respect of Capital to be raised by virtue of this Act.

XC. Provided always, and be it enacted, That it shall not be lawful for the said *Manchester and Leeds* Railway Company, out of any Money by this Act or any other Act relating to the same Railway Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised by the said *Manchester and Leeds* Railway Company: Provided always, that nothing herein-before contained shall be deemed to prevent the same Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in the Companies Clauses Consolidation Act, 1845, in that Behalf contained.

Commissioners of Railways may require Inconveniences and Evils to be remedied.

XCI. And be it enacted, That if at any Time after the passing of this Act it shall appear to the Commissioners of Railways to be necessary for the Interests of the Public, it shall be lawful for the said Commissioners to require the Company, or the *Manchester and Leeds* Railway Company, to proceed forthwith to the Correction or Prevention of any Inconveniences or Evils by the said Commissioners specified; and upon the Failure or Inability of the Company, or the said *Manchester and Leeds* Railway Company, to comply with the Requisitions of the said Commissioners in the Particulars aforesaid, within a Period of Six Months from the Date of such Requisition, it shall be lawful for the said Commissioners to serve the Company, or the said *Manchester and Leeds* Railway Company, with Notice to introduce into Parliament in the then existing Session, if Parliament should be then sitting, and if not in the next ensuing Session, a Bill or Bills for amending this Act in such Particulars as aforesaid, and thereupon the Company, or the said *Manchester and Leeds* Railway Company, shall and they are hereby required to introduce such Bill or Bills accordingly, and duly to prosecute the same; in default whereof it shall be lawful for the said Commissioners to introduce or prosecute (as the Case may be) such Bill or Bills, at the Expence of the Company, or the said *Manchester and Leeds* Railway Company.

Railway Company to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., and 9 & 10 Vict. cc. 57. & 105.

XCII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway;* and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways;* and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops;* and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways;* and Two other Acts passed in the last Session of Parliament, intituled respectively *An Act for constituting Commissioners of Railways,* and *An Act for regulating the Gauge of Railways;* be it enacted, That nothing in this Act contained shall be held to exempt the said Railways or the said Company

from the Provisions of the said several Acts respectively, but tha such Provisions shall be in force in respect to the said Railways and Company, so far as the same shall be applicable thereto.

Railways to be subject to Provisions of any future general Acts.

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

Public Act.

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

The SCHEDULE to which this Act refers.

THESE are to witness, That in consideration of the Sum of £ paid to *A.B.* of by *C.D.*, the Receiver General of the Revenues of the Duchy of Lancaster, on behalf of Her Majesty, he the said *A.B.* doth by these Presents grant, convey, and assure unto the said *C.D.* his Heirs and Assigns, all that to have and to hold the same unto the said *C.D.* his Heirs and Assigns, to the Use of Her said Majesty, Her Heirs and Successors, in right of Her said Duchy.

In witness, *&c.*

LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE, Printers to the Queen's most Excellent Majesty. 1847.