CHAPTER cxv.

An Act to authorise the Hoylake and Birkenhead Rail and Tramway Company to extend their Railway to Seacombe to change the name of the Company and for other purposes. [18th July 1881.] A.D. 1881.

WHEREAS by the Hoylake and Birkenhead Rail and Tramway Act 1872 (in this Act called "the Act of 1872") the Hoylake and Birkenhead Rail and Tramway Company (in this Act called "the Company") were incorporated with a share capital of £70,000 and power to borrow on mortgage not exceeding £23,330 and to construct tramways which under the provisions of the Birkenhead Tramways Act 1879 have been sold and transferred by the Company to the Birkenhead Tramways Company: 35 & 36 Vict. c. cxxvii. 42 & 43 Vict. c. clxxxvi.

And whereas by the Act of 1872 the Company were authorised to purchase and they purchased accordingly the railways No. 2 and No. 3 authorised by the Hoylake Railway Act 1863: 26 & 27 Vict. c. ccvii.

And whereas by the Hoylake and Birkenhead Rail and Tramway Act 1873 (in this Act called the "Act of 1873") the Company were authorised to extend their railway from its terminus at Hoylake to West Kirby and to connect their railway by a short line from its terminus at the Dock Station with the Dock line of railway of the Mersey Docks and Harbour Board and to raise further capital not exceeding £24,000 by new shares or stock ordinary or preferential or both and to borrow on mortgage further sums not exceeding £8,000 and the Company have constructed and opened for traffic the railways authorised by the Act of 1873: 36 & 37 Vict. c. ccxxxix.

And whereas it is expedient that the Company be authorised to construct the railway in this Act described for affording means of communication from their railway to the Seacombe and Liverpool Ferry and to raise further money for that purpose:

And whereas it is expedient that the name of the Company be changed:

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And whereas plans and sections showing the line and levels of the railway authorised by this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Chester and are herein-after respectively referred to as the deposited plans sections and books of reference:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited as the Seacombe Hoylake and Dee Side Railway Act 1881.

Incorporation of general Acts. 8 & 9 Vict. c. 16.

2. The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters that is to say:—

The distribution of the capital of the Company into shares:

The transfer or transmission of shares:

The payment of subscriptions and the means of enforcing the payment of calls:

The forfeiture of shares for nonpayment of calls:

The remedies of creditors of the Company against the shareholders:

The borrowing of money by the Company on mortgage or bond:

The conversion of the borrowed money into capital:

The consolidation of the shares into stock:

The making of dividends:

The giving notices: and

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

and the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

26 & 27 Vict. c. 118. 32 & 33 Vict. c. 48. 8 & 9 Vict. c. 18. 23 & 24 Vict. c. 106. 32 & 33 Vict. c. 18. 8 & 9 Vict. c. 20. 26 & 27 Vict. c. 92.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated here-

with have the same respective meanings unless there be something in the subject or context repugnant to such construction and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Power to make railway.

4. Subject to the provisions of this Act the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the railway herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose. The railway herein-before referred to and authorised by this Act will be situate in the county of Chester and is—

A railway on the deposited plans and sections and in the deposited books of reference called Railway (No. 1) 2 miles 1 furlong and 9·60 chains or thereabouts in length commencing by a junction with the railway of the Company at the Dock Station and terminating near the entrance building of the Seacombe and Liverpool Ferry landing-stage.

Protection of Mersey Docks and Harbour Board.

5. Nothing in this Act contained shall authorise or empower the Company to enter upon take or use any land or property belonging to the Mersey Docks and Harbour Board without in every such case the consent in writing of that board under their common seal.

Bridge over Wallasey Pool.

6. In carrying the railway over the Wallasey Pool the Company shall make provision by means of a swing or opening bridge for the passage of vessels up and down the pool and such bridge shall be so constructed as to have an opening span of not less width than the opening span of the existing bridge which carries the Wallasey Bridge Road over the said pool.

Protection of Henry Frederic Clare Vyner.

7. The following provisions for the protection of the estate of Henry Frederic Clare Vyner (who and whose heirs and assigns or successors in title is and are included in the expression "Mr. Vyner" wherever employed or referred to in this section) shall be binding on the Company and full effect shall be given thereto (that is to say) :—

1. The Company shall not purchase or acquire any greater quantity of land belonging to Mr. Vyner than shall be bonâ fide required (A) for the construction of the railway as a

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double line of railway with all usual necessary and incidental works and (B) for station works and accommodation for the purposes of the Company and of the Birkenhead Tramways Company and (C) for a station at Poulton.

2. The Company shall make the railway through the lands of Mr. Vyner south of Wallasey Pool upon the centre line shown on the plan signed in duplicate by the Right Honourable Somerset Richard Lowry-Corry Earl of Belmore the Chairman of the Committee of the House of Lords to whom the Bill for the Act was during its progress through Parliament referred copies of which plan have been deposited in the office of the Clerk of the Parliaments and in the Private Bill Office of the House of Commons and which plan is herein-after referred to as "the standard plan."

3. The railway shall commence by a junction with the railway of the Company not at the point shown on the deposited plans but at the point J shown on the standard plan.

4. The railway shall be constructed between the said point J and the point K shown on the standard plan upon the levels shown upon the section on the standard plan but so that the upper surface of the rails between those points upon the lands of Mr. Vyner shall be 5 feet higher than the upper surface of the rails as shown upon the deposited sections.

5. If Mr. Vyner at any time hereafter shall construct or be proceeding to construct a dock or docks (herein-after referred to as "Mr. Vyner's dock") upon the lands of Mr. Vyner lying to the southward of Wallasey Pool and to the westward of Wallasey Bridge Road and as a means of access thereto shall construct or procure the construction of a swing or opening bridge through Wallasey Bridge Road the Company shall construct and begin or simultaneously with the completion of the said swing bridge complete a double swing or opening bridge at the point L shown on the standard plan the fixed pier or support (on which the pivot of and machinery for opening and closing the said double swing or opening bridge shall be placed) to be erected at the said point. The said double swing or opening bridge shall be of such length that the opening span north of the said fixed pier or support shall be not less than 60 feet and the opening south of the said fixed pier or support shall be sixty feet in the clear. The said double swing or opening bridge shall be at all times maintained by the Company at their own expense. The said bridge shall be opened and closed by the

Company. The northern span of the said double opening or swing bridge shall be in substitution for the swing or opening bridge mentioned in section 6. Mr. Vyner shall be at liberty to construct a roadway of the width of thirty feet or upwards under the said northern span but so as to leave a width of twenty-five feet at the least to the northward of the said roadway for the navigable waterway of Wallasey Pool and after the construction of the said double swing or opening bridge Mr. Vyner shall if required by the Company reconstruct the existing bridge in the road over Wallasey Pool at a point south of the existing bridge so that the same shall be in a convenient line with the said navigable waterway of Wallasey Pool through the northern span of the said double swing or opening bridge.

6. The said fixed pier or support for the said double swing or opening bridge and the abutments thereof shall be carried down by the Company to such depth as will give a navigable depth equal to the depth of the navigable canal to be constructed by Mr. Vyner but not to exceed the depth of thirteen feet below the Old Dock cill at Liverpool so as to enable Mr. Vyner (who is hereby empowered) to construct and carry any navigable canal dock or other like work of 60 feet clear waterway under and through the southern span of the said double swing or opening bridge and so that he may connect his canal or dock walls therewith in a continuous straight line. All other walls for the purpose of the said double swing or opening bridge shall be carried two and a half feet below the level of the intended roadway under the northern span of the said double swing or opening bridge with power to Mr. Vyner to carry them to such depth as he should think fit or to require the Company so to do Mr. Vyner paying the extra cost thereby caused to the Company. If and when the Company shall be constructing the said double swing or opening bridge the said Mr. Vyner in order to assist such construction shall grant to the Company free of charge the temporary user of so much of his land as may be requisite for a diversion of the railway during such construction and shall afford to the Company all other reasonable facilities enabling them to carry on their traffic during such construction. When constructed the Company shall from time to time make all necessary arrangements for opening and shall open the said double swing or opening bridge simultaneously with

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the opening of the swing bridge aforesaid through the Wallasey Bridge Road whenever the same shall be opened for the passage of ships or vessels to or from any dock or docks or lands belonging to Mr. Vyner and Mr. Vyner shall be entitled to and shall have in perpetuity full free and uninterrupted right of passage at all times for all shipping whatsoever under and through the said double swing or opening bridge in as free and ample a manner as possible.

7. The said double swing or opening bridge shall from time to time be opened and closed according to regulations to be from time to time agreed between the Company and Mr. Vyner or in case of difference between them to be settled by an engineer to be appointed on the application of either party by the Board of Trade.

8. The Company shall make and shall for ever thereafter maintain:

(A.) A proper and substantial bridge of forty feet clear width between the fences thereof under their intended railway near to the aforesaid double swing or opening bridge on the south side of the navigable canal dock or other like work aforesaid at or near the point marked A on the standard plan: and

(B.) A proper and substantial bridge of thirty feet clear width between the fences thereof under their intended railway between bridge (A) aforesaid and the Company's present Docks Station at or near the point marked B on the standard plan.

The aforesaid bridges shall be constructed as flat-topped girder bridges and so that the underside of the girders shall not be more than two feet below the upper surface of the rails and the foundations shall be carried down to a depth sufficient to admit of a clear headway under the girders of 16 feet but with liberty also to Mr. Vyner to drain the roadways under the said bridges into the great open drain on the south side of the existing railway of the Company by a drain under the said existing railway.

From and after the making of the aforesaid bridges and the completion of the aforesaid works the roads or ways through or under the aforesaid bridges shall be under the sole and absolute control of Mr. Vyner and may be altered or varied by him in any manner and may be used by him in such manner and for such purposes whatsoever as he shall think fit but so as not to impede or obstruct or interfere

with the safe working of the railway or to endanger the stability of the Company's works. A.D. 1881.

9. Mr. Vyner may at any time hereafter make and maintain the following bridges (that is to say):—

(c.) A bridge for road traffic over the railway and lands of the Company to the west of their Docks Station at or near the point marked C on the standard plan:

(d.) A bridge under the intended railway of the Company between the north margin of Wallasey Pool and the road leading from Poulton to Wallasey at a point to be agreed or settled by arbitration:

(e.) As many bridges or openings under and through the railway between bridges (A) and (B) as Mr. Vyner may from time to time think fit either by arches or flat-topped girder bridges.

10. The bridge (c) above mentioned shall be of such span as to admit of the Company laying down and working four lines of way (including the existing lines) under the same or if the said arbitrator shall so direct on the request of the Company be carried completely across and clear of the Company's railway land and roads in a single span.

11. The Company shall make and shall for ever thereafter maintain two convenient junctions near the Company's Bidston Station and Docks Station respectively at such points as shall be agreed between the Company and Mr. Vyner or determined by arbitration for sidings or branch railways on the lands of Mr. Vyner adjoining the Company's existing and intended railway which sidings or branch railways shall be open and available at all times to Mr. Vyner for the passage of traffic between the railways of the Company and his lands but the said junctions shall be subject to the provisions applicable in such cases of the Railways Clauses Consolidation Act 1845 and the expenses of forming working signalling and protecting such junctions shall be borne by Mr. Vyner.

12. The several works acts and provisions hereby imposed on the Company shall be performed and observed by the Company to the reasonable satisfaction in all respects of Mr. Vyner or his engineer.

13. The Company may from time to time lay down and maintain rails for connecting their existing and intended railways with any rails which may be laid down by Mr. Vyner in connexion with Mr. Vyner's dock and Mr. Vyner shall from time to time afford to the Company all reasonable facilities for

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forwarding traffic to and from Mr. Vyner's dock and to and from the present or any future rails on the Mersey Docks and Harbour Board estate or any roads on the northern side of the Great Float. Mr. Vyner may from time to time lay down and maintain rails for connecting Mr. Vyner's dock with the existing and intended railways of the Company and the Company shall from time to time afford to Mr. Vyner all reasonable facilities for forwarding traffic to and from the railway and his docks or estate. The terms conditions and regulations on and subject to which such running powers shall be exercised shall be such as shall from time to time be agreed between Mr. Vyner and the Company or in case of difference determined by arbitration.

14. All works to be executed by Mr. Vyner affecting the railway or works of the Company shall be executed under the supervision and to the reasonable satisfaction of the Company's engineer and in accordance with plans to be previously approved of by him or to be settled by arbitration in case of difference.

15. Any matter in this section required to be in case of difference referred to arbitration and all other differences and questions in reference to the provisions of this section shall be determined by a single arbitrator to be appointed on the application of either party by the Board of Trade and the decision of the arbitrator shall be binding and the costs of the arbitration and award shall be in his discretion.

Protection of Birkenhead Tramways Company.

8. Before opening the railway for public traffic the Company shall if required by the Birkenhead Tramways Company but at their own costs and charges effect such alteration in the tramways of the last-mentioned Company as may afford every reasonable convenience to passengers arriving at and departing from the Company's Dock passenger station at Birkenhead by means of the said tramways and if and whenever the Company alter the position of their said Dock passenger station they shall execute all such works as shall be necessary for the purpose of affording to the Birkenhead Tramways Company as good an access to such new or altered passenger station as that Company now have to the said present passenger station.

Protection of Wallasey local board.

9. For the protection of the local board for the district of Wallasey (in this section called "the board") the following provisions shall have effect that is to say:—

(1.) Before the Company execute any work or do anything whereby the passage or flow of any gas or water in any existing main or pipe belonging to or under the control of the board

may be interrupted or interfered with they shall at the cost of the Company provide to the reasonable satisfaction of the gas and water manager of the board a substituted main or pipe and connect the same with some other main or pipe of the board.

(2.) If in the district of the board the railway or any work connected therewith interferes with any sewer drain watercourse subway defence or work in such district or in any way affects the sewerage or drainage of such district the Company shall not commence the railway or work until they shall have given to the board fourteen days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the board with all necessary particulars relating thereto nor until the board shall have signified their approval of the same unless the board do not signify their approval disapproval or other directions within fourteen days after service of the said notice and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the board in the execution of the said works and shall provide by new altered or substituted works in such manner as the board shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the railway and shall save harmless the board against all and every the expense to be occasioned thereby and all such works shall be done under the direction superintendence and control of the surveyor or other officer or officers of the board at the reasonable costs charges and expenses in all respects of the Company and when any new altered or substituted work as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the board and be maintained by them as any other sewers or works in their district.

(3.) Any difference which may from time to time arise between the Company and the board in reference to anything in this section shall be determined by arbitration in manner provided by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

Width of roadway over bridges in Wallasey.

10. The roads to be carried by bridges over the railway in the district of the Wallasey local board shall have a clear space between the fences thereof of not less than 30 feet and the bridges for carrying the roads numbered 94 and 101 on the deposited plans in

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the parish of Wallasey shall be so constructed as not to reduce the clear space between the said fences thereof. All the said bridges shall be constructed in the direction of the said roads.

Roads in Wallasey.

11. In the construction of the railway in the district of the Wallasey local board the following matters shall be observed (that is to say):—

(1.) The gradient of the approach of the road No. 14 where the same is carried over the railway shall not be steeper on the south side than 1 in 30 and on the north side the approach shall be level from the crown of the bridge to meet the falling gradient of the road.

(2.) The level of the railway where the same passes under the road No. 68 shall be lowered so as to leave the level of the road unaltered.

(3.) The level of the railway where the same crosses the road No. 40 shall be lowered 3 feet at least so that the raising of the road to carry the same over the railway shall not exceed 18 feet and the approaches thereto on each side shall not be steeper than 1 in 30.

(4.) The approaches for road No. 23 on both sides shall not be steeper than 1 in 30.

(5.) The level of the railway where the same cuts the public road Oakdale shall be lowered 5 feet and the road shall be carried over the railway by means of a bridge and the approaches thereto on each side shall not be steeper than 1 in 30.

Lands for extraordinary purposes.

12. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 for the purposes of or in connexion with the railway by this Act authorised shall not exceed two acres.

Power to take easements &c. by agreement.

13. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Period for compulsory purchase of lands.

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

Notice to be given of taking houses of labouring classes.

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

Company may appropriate lands for erection of dwellings for labouring classes.

16. The Company may from time to time if and when they think fit appropriate any lands acquired by them under the powers of this Act and which may not be required for the railway and works for the purpose of the erection of dwelling-houses or buildings for persons belonging to the labouring classes whose dwellings may be required for the works by this Act authorised and before displacing any person or persons belonging to the labouring classes who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire the Company shall procure sufficient accommodation elsewhere for such person or persons unless the Company and such person or persons otherwise agree. Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice.

Penalty imposed unless the line is opened within the time limited.

17. If the Company fail within the period limited by this Act to complete the railway by this Act authorised the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the solicitor of Her Majesty's Treasury and in the same manner as the penalty provided in the third section of the Act 17 and 18 Vict. c. 31. known as the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General on behalf of the Chancery Division of the High Court of Justice in England in the bank named in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be

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obtained from the Board of Trade that the Company were prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control. Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

18. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other person whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit and if no such compensation shall be payable or if a portion of the sum or sums of money recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Period for completion of works.

19. If the railway by this Act authorised is not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Tolls &c.

20. The Company may from time to time demand and take for or in respect of the railway by this Act authorised such and the like tolls rates and charges as by the Hoylake Railway Act 1863 are

authorised to be demanded and taken for or in respect of the railways thereby authorised. A.D. 1881.

Power to raise additional capital.

21. The Company (in addition to any capital which by any previous Act or Acts they are authorised to raise) may from time to time raise by the creation and issue of new ordinary or new preference shares or stock or partly by ordinary and partly by preference shares or stock any sum or sums not exceeding the following that is to say:

For the railway and works by this Act authorised one hundred thousand pounds:

For the purposes of their existing undertaking twenty-four thousand pounds:

Provided that the dividend on any such preference shares or stock shall not exceed the rate of six per centum per annum.

Shares not to be issued until one fifth paid.

22. The Company shall not issue any share created under this Act of less nominal value than ten pounds nor shall any share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of the share be paid in respect thereof.

Calls.

23. One fourth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

24. If any money is payable to a shareholder being an infant or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow.

25. The Company may in respect of the additional capital of one hundred thousand pounds which they are by this Act authorised to raise for the purposes of the railway hereby authorised from time to time borrow on mortgage any sum not exceeding in the whole thirty-three thousand three hundred pounds and in respect of the additional capital of twenty-four thousand pounds which they are by this Act authorised to raise for the purposes of their existing undertaking they may from time to time borrow on mortgage any sum not exceeding eight thousand pounds but no part of any such sum shall be borrowed until shares for so much of the capital in respect of which it is to be borrowed as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 (before he so certifies) that shares for the

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whole of such capital have been issued and accepted and that one half of such capital has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the capital in respect of which the power of borrowing is to be exercised as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid (before he so certifies) that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if any part of the respective capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Existing mortgages to have priority.

26. All mortgages granted by the Company in pursuance of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during their continuance and subject to the provisions of the Acts under which the same were respectively granted and of this Act have priority over any mortgages granted by virtue of this Act but nothing in this section shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Repeal of provisions of former Acts as to appointment of a receiver.

27. The provisions of all former Acts relating to the Company as to the appointment of a receiver are hereby repealed but without prejudice to any appointment made or proceedings taken before the passing of this Act.

Appointment of a receiver.

28. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than one tenth of the amount for the time being owing by the Company upon mortgages.

Debenture stock.

29. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the

interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages. A.D. 1881.

Change of name.

30. From and after the passing of this Act the name of the Company shall be "The Seacombe Hoylake and Dee Side Railway Company."

Confirmation of scheduled agreements.

31. The articles of agreement set forth in the first and second schedules to this Act are hereby confirmed and made binding on the Company and the parties thereto respectively and full effect may and shall be given thereto as if the same had been expressly enacted in this Act.

Interest not to be paid on calls paid up.

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

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

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

Provision as to general Railway Acts.

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

Expenses of Act.

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

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Articles of Agreement made this thirteenth day of May one thousand eight hundred and eighty-one between the Hoylake and Birkenhead Rail and Tramway Company of the one part (herein-after called the Railway Company) and the Birkenhead Tramways Company of the other part (herein-after called the Tramway Company).

Whereas under and by virtue of the Birkenhead Tramways Act 1879 the Railway Company sold to the Tramway Company certain tramways between Docks Station and Woodside Ferry described in the articles of agreement scheduled to that Act for the considerations and on the terms therein mentioned.

And whereas the Railway Company are now promoting a Bill in Parliament for authorising the construction of a railway extending their existing line of railway from the said Docks Station to Seacombe Ferry.

And whereas the Tramway Company apprehending that they would be injured if the powers sought under the said Bill were obtained are opposing the said Bill.

And whereas it has been agreed between the parties that the Tramway Company shall withdraw the said opposition on the following terms viz.:—

1. On the expiration of one year from and after the completion and opening of the said railway for public traffic the Railway Company shall pay to the Tramway Company the sum of five hundred pounds and shall make a similar payment for three years thereafter.

2. The powers by the said Bill to be conferred upon the Railway Company for the acquisition of the sheds and stables referred to in Article 4 of the said recited agreement shall be exercised only subject to and in accordance with the provisions contained in the said Article 4.

3. From and after the completion and opening of the said railway for public traffic the Tramway Company shall be relieved from all obligation to the Railway Company under Article 5 of the said recited agreement but without in any way discharging them from the obligations prescribed by the Hoylake and Birkenhead Rail and Tramway Act 1872.

4. This agreement is subject to any alteration which Parliament may think fit to make therein and shall be scheduled to and confirmed by the said Bill.

In witness whereof the said Companies have hereunto respectively caused their common seals to be affixed the day and year first above written.

The Seal of the Birkenhead Tramways Company.

The Hoylake and Birkenhead Rail and Tramway Company.

James Ray,
Secretary.

THE SECOND SCHEDULE.

ARTICLES OF AGREEMENT made and entered into this twenty-seventh day of May one thousand eight hundred and eighty-one between the HOYLAKE AND BIRKENHEAD RAIL AND TRAMWAY COMPANY (herein-after called "the Company") of the one part and THOMAS RIDGWAY BRIDSON of Rock End Torquay in the county of Devon Esquire being the Trustee for the time being of the estate of Richard Smith deceased (herein-after called the Trustee) of the other part.

WHEREAS the said Company introduced into Parliament for the session 1881 a Bill asking for the authorisation amongst other things of the construction of a railway as follows: "A railway on the deposited plans and sections and in "the deposited books of reference called Railway (No. 1) 2 miles 1 furlong "and 9·60 chains or thereabouts in length commencing by a junction with the "railway of the Company at the Docks Station and terminating near the "entrance of the Seacombe and Liverpool Ferry landing-stage." And whereas the said Trustee as a landowner presented a petition to the House of Commons in opposition to the said Bill. And whereas during the progress of the said Bill in Committee clauses were agreed between the agents for the Trustee and the agents for the Company for the protection of the said Trustee and others so far as related to the matters therein contained and in addition thereto it was agreed by and between the said agents respectively as herein-after mentioned. And whereas the said Trustee has called upon the Company to confirm the said agreement under their common seal and for which purpose these presents have been entered into. Now it is hereby agreed by and between the said Company and the said Trustee as follows:

1. In consideration of the premises and also in consideration of the said Trustee not opposing the progress of the said Bill in the House of Lords but affording all reasonable assistance at the expense of the Company to procure the same being passed into law the said Company for itself its successors and assigns shall and will in the event of the said Bill passing into law and the railway being constructed construct a road 30 feet wide parallel to and adjoining the said railway on the northern side thereof from the road numbered 40 in the parish of Wallasey to the road numbered 63 in the same parish on the aforesaid deposited plans and up to the level thereof where the same is carried over the railway and will lay out form level and fence the said road but shall not be called upon to metal the same nor to fence (other than the railway fences) so much thereof as shall be bounded by lands belonging to the said Trustee.

2. The said Trustee shall and will provide free of expense to the Company all the land required for the said road through the fields numbered 42 43 46 50 62 and the road No. 41 on the said deposited plans and will fence off the same from the other land of the Trustee and the said Company shall acquire from the other landowners the remainder of the land in the usual way and freed so far as they lawfully can free the same from any special obligations or conditions which shall be necessary for the said road and when acquired will convey the same without consideration to the said Trustee who shall accept

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and hold the same subject to the same obligations and conditions in every respect as the Company may acquire and hold such lands.

3. The levels of the said road shall be formed to the reasonable satisfaction of the surveyor for the time being of the Wallasey local board.

4. That the Trustee shall accept and the Company so far as they lawfully can shall transfer to the Trustees the several portions (if any) on the south side of the railway of the fields numbered 44 and 48 on the parliamentary plans in exchange for an equivalent area of the land taken by the Company from the Trustee out of the fields belonging to the Trustee and adjoining thereto. In witness whereof the Hoylake and Birkenhead Rail and Tramway Company have caused their common seal to be affixed and the said Thomas Ridgway Bridson has hereunto set his hand and seal the day and year first above written.

The Hoylake and Birkenhead Rail and Tramway Company.

James Ray,
Secretary.

Signed sealed and delivered by the above-named Thomas Ridgway Bridson in the presence of
Frank Watkins
Solicitor
Bolton.

T. Ridgway Bridson. L.S.

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