CHAPTER cxciii.

An Act for making a railway in Lancashire, to be called the Southport and Cheshire Lines Extension Railway; and for other purposes. [11th August 1881.] A.D. 1881.

WHEREAS the construction of the railway herein-after described would be of public and local advantage:

And whereas the persons herein-after named with others are willing to carry the undertaking into execution, and it is expedient that they be incorporated into a Company, and that the requisite powers be conferred upon them:

And whereas it is expedient that the Company so to be incorporated (in this Act called "the Company") and the other companies in that behalf in this Act mentioned be empowered to enter into and carry into effect traffic and other agreements as herein-after provided:

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 Lancaster, 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):—

1. This Act may be cited as the Southport and Cheshire Lines Extension Railway Act 1881. Short title.

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

2. The Companies Clauses Consolidation Act 1845, Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of 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) and Part III. (relating to working agreements) of the Railways Clauses Act 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

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

Company incorporated.

4. Walter Smith, Samuel Boothroyd, George Chamberlain, George Dobell, Thomas Weld Blundell, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors and assigns respectively, shall be and are hereby united into a Company for the purpose of making and maintaining the railway and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "The Southport and Cheshire Lines Extension Railway Company," and by that name shall be a body corporate with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make railway.

5. 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, junctions, approaches, bridges, yards, buildings, 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 is as follows:—

A railway, thirteen miles seven chains in length, to be wholly situate in the county of Lancaster, commencing in the town-

ship of Netherton, in the parish of Sefton, by a junction with the railway of the Cheshire Lines Committee at a point distant three hundred and seventy-five yards or thereabouts, measured in a southerly direction along the railway of the Cheshire Lines Committee, from the junction thereof with the East Lancashire Railway of the Lancashire and Yorkshire Railway Company, and terminating on the south-west side of Weld Road in the township of Birkdale in the parish of North Meols at a point near the north-western corner of the Palace Hotel grounds.

Capital.

6. The capital of the Company shall be two hundred and sixty-five thousand pounds, in twenty-six thousand five hundred shares of ten pounds each.

Shares not to be issued until one fifth paid.

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

Calls.

8. One fifth 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.

9. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to divide shares.

10. Subject to the provisions of this Act the Company, with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, may from time to time divide any share in their capital into half shares, of which one shall be called "preferred half share" and the other shall be called "deferred half share," but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon), and the residue to the credit of the preferred half share.

Dividends on half shares.

11. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall

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be applied in payment of dividends on the two half shares in manner following (that is to say): first, in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share, and the remainder (if any) in payment of dividend on the deferred half share, and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividend on preferred half shares to be paid out of the profits of the year only.

12. Each preferred half share shall be entitled, out of the profits of each year, to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number, but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year, or out of any other funds of the Company.

Half shares to be registered and certificates issued.

13. Forthwith, after the creation of any half shares, the same shall be registered by the directors, and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued, and the directors shall issue certificates of the half shares accordingly, and shall cause an entry to be made in the register of the entire shares of the conversion thereof, but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share shall be delivered to them to be cancelled, unless it be shown to their satisfaction that such certificate is destroyed or lost, and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated on certificates.

14. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred half shares.

15. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for nonpayment of calls shall apply to all preferred half shares to be created under the authority of this Act, and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share, and until any forfeited preferred half share shall be sold by the directors, all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of

forfeiture thereof, and of the arrears of calls for the time being due thereon with interest.

Preferred half shares not to be cancelled.

16. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half shares to be half shares in capital.

17. The several half shares under this Act shall be half shares in the capital of the Company, and every two half shares (whether preferred or deferred, or one of each) held by the same person shall confer such right of voting at meetings of the Company, and (subject to the provisions herein-before contained) shall confer and have all such other rights, qualifications, privileges, liabilities and incidents as attach and are incident to an entire share.

Power to borrow.

18. The Company may from time to time borrow on mortgage any sum not exceeding in the whole eighty-eight thousand pounds, but no part thereof shall be borrowed until the whole share capital of two hundred and sixty-five thousand pounds is issued and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845, before he so certifies, that the whole of such capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the persons or corporations, to whom the same was issued, or their executors, administrators, successors or assigns, and that such persons or corporations, 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 shall be sufficient evidence thereof.

Appointment of a receiver.

19. 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 eight thousand pounds in the whole.

Debenture stock.

20. 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

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debenture stock at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

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

First ordinary meeting.

22. The first ordinary meeting of the Company shall be held within ten months after the passing of this Act.

Number of directors.

23. The number of directors shall be five, but the Company may from time to time reduce and again increase the number of directors provided that the number be not more than five nor less than three.

Qualification of directors.

24. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum.

25. The quorum of a meeting of directors shall be three, but if the number of directors be reduced to three the quorum shall be two.

First directors.

Election of directors.

26. Walter Smith, Samuel Boothroyd, George Chamberlain, George Dobell, and Thomas Weld Blundell, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any 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 (if qualified) eligible for re-election, and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845, and the several persons elected at any such meeting, being neither removed nor disqualified, nor having died nor resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for extraordinary purposes.

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

Period for compulsory purchase of lands.

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

Power to take easements, &c. by agreement.

29. 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.

Power to cross a certain road on the level.

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

Number on deposited Plan.	Parish.	Description of Road.
17	Walton-on-the-Hill - -	Public carriage road.

Protection of Lancashire and Yorkshire Company.

31. The Company in constructing the railway shall be bound by and shall comply with the following provisions for the protection of the Lancashire and Yorkshire Railway Company, unless otherwise agreed, between the Company and the Lancashire and Yorkshire Railway Company in writing, under their respective common seals:—

(1.) The railway, where it crosses over the Liverpool Crosby and Southport Railway of the Lancashire and Yorkshire Railway Company, at a point 9 miles 3 furlongs and 8·60 links or thereabouts, as shown upon the deposited plans and sections, shall be carried over the said Liverpool Crosby and Southport Railway within the limits of deviation shown on the said plans, by means of a bridge, which shall be so constructed and maintained by the Company at all times as to have a clear span or opening of at least forty-seven feet, measured on the square,

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and a clear headway of at least fourteen feet six inches, measured from the upper surface of the rails of the said Liverpool Crosby and Southport Railway to the underside of the girders of the said bridge for the entire span thereof;

(2.) The existing levels of the said Liverpool Crosby and Southport Railway at the said point of crossing shall be preserved and not altered;

(3.) The bridge by which the railway shall be carried over the said Liverpool Crosby and Southport Railway, and all works and conveniences connected therewith, shall be constructed only according to such plans, elevations, sections, specifications, and dimensions as shall be submitted by the Company to the engineer of the Lancashire and Yorkshire Railway Company, and approved by him in writing under his hand before any of those works are begun; or in case of his refusal or neglect to approve the same within the space of one calendar month after they shall have been submitted to him, as shall be settled and determined by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers;

(4.) The Company shall at all times maintain the said bridge by which the railway shall be carried over the said Liverpool Crosby and Southport Railway, and all the works connected therewith, in substantial repair and good order and condition, to the reasonable satisfaction in all respects of the engineer for the time being of the Lancashire and Yorkshire Railway Company. If and whenever the Company fail so to do, the Lancashire and Yorkshire Railway Company may make and do in and upon, as well the lands and works of the Company as on their own lands and works, all such works and things as they may reasonably think requisite in that behalf; and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company, and, in default of full repayment, may be recovered with full costs by the Lancashire and Yorkshire Railway Company from the Company in any court of competent jurisdiction;

(5.) If by or in consequence of the execution of the works of the Company any of the signals, signal-posts, or other like works of the Lancashire and Yorkshire Railway Company are interfered with, or the view of the signals intercepted or rendered less convenient for the working of the said Liverpool Crosby and Southport Railway, the Company shall at their own expense remove and re-erect such signals, signal-posts, and

other works, or make such alterations therein as the Lancashire and Yorkshire Railway Company may reasonably require, and such removal, re-erection, and alterations shall be completed to the reasonable satisfaction in all respects of the engineer for the time being of the said Company;

(6.) The Company shall not without in every case the previous consent of the Lancashire and Yorkshire Railway Company in writing under their common seal take, use, enter upon, or interfere with any of the lands, railways, or works from time to time belonging to or in the possession or under the power of that company, except only such parts of such lands as it shall be absolutely necessary for the Company to take, use, enter upon, or interfere with for the purpose of making and maintaining the railway and the works by which the same is to be so carried over the said Liverpool Crosby and Southport Railway;

(7.) With respect to any land of the Lancashire and Yorkshire Railway Company which the Company is by this Act authorised to use, enter upon, or interfere with the Company shall not purchase or take the same, but the Company may purchase and take, and the Lancashire and Yorkshire Railway Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same;

(8.) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free uninterrupted and safe user of the said Liverpool Crosby and Southport Railway or any traffic thereon;

(9.) The Company shall bear, and on demand pay, to the Lancashire and Yorkshire Railway Company the expense of the employment by that company during the execution of the works affecting the said Liverpool Crosby and Southport Railway of a sufficient number of inspectors and watchmen to be appointed by the Lancashire and Yorkshire Railway Company for watching their railway and works with reference to and during the execution of such intended works, and for preventing, as far as may be, all interference, obstruction, danger, and accident from any of the operations, or from the acts or defaults of the Company or their contractors, or any person or persons in the employ of the Company, or of their contractors, with reference thereto or otherwise;

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(10.) If by reason of the execution of any of the works, or any proceedings of the Company, or the failure of any such works, or any act or omission of the Company or of their contractors, or of any persons in the employ of the Company or of their contractors, or otherwise, the said Liverpool Crosby and Southport Railway, or any of the works connected therewith, shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense, or in the event of their failing so to do, then the Lancashire and Yorkshire Railway Company may make good the same and recover the expense thereof, with full costs against the Company, in any court of competent jurisdiction; and if any interruption shall be occasioned to the traffic of the Lancashire and Yorkshire Railway Company by reason of any of the matters or causes aforesaid the Company shall pay to that company all costs and expenses to which that company may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption; such costs, expenses, and compensation to be recoverable, with full costs, by the Lancashire and Yorkshire Railway Company from the Company in any court of competent jurisdiction;

(11.) If any difference shall arise between the Company and the Lancashire and Yorkshire Railway Company as to the true intent and meaning of this section, or the mode of giving effect thereto, the settlement of which is not otherwise provided for, the same shall be from time to time determined by arbitration, in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

Protection of Leeds and Liverpool Canal Company.

32. For the protection of the Company of Proprietors of the Canal Navigation from Leeds to Liverpool (hereafter in this Act called "the Leeds and Liverpool Canal Company") the following provisions shall have effect (to wit):—

(A.) The railway shall be carried across the canal and towing-path works and lands of the Leeds and Liverpool Canal Company in the line and at the point of such crossing as shown on the deposited plans, and (unless with the consent of the Leeds and Liverpool Canal Company under their common seal) not elsewhere;

(B.) In carrying the railway across the canal, towing-path, works, and lands of the Leeds and Liverpool Canal Company the Company shall not otherwise than by agreement with the Leeds and Liverpool Canal Company deviate from the line

of the railway as shown on the deposited plans, or from the levels or mode of construction shown on the deposited sections;

(C.) The Company shall not otherwise than by agreement purchase or take any land of the Leeds and Liverpool Canal Company, but the Company may purchase and take, and the Leeds and Liverpool Canal Company may and shall sell and grant accordingly an easement or right of using the land required for the construction of the railway (with not more than two lines of rail) in the line shown on the deposited plans.

(D.) Nothing herein contained shall prevent the Company from entering upon the lands and works of the Leeds and Liverpool Canal Company when and for such periods as may be necessary for the fulfilment of the Company's obligations under this section;

(E.) The railway shall be carried over the canal and towing-path of the Leeds and Liverpool Canal Company, and any approaches thereto by means of a good and substantial bridge of brick, stone, wood, or iron to be constructed by the Company at their own expense;

(F.) The bridge shall be constructed with perpendicular foundation walls, and its opening or span shall span over the entire width of the canal and towing-path, and the clear height of the underside of the arch, or (as the case may be) beams or girders of the bridge above the top-water level of the canal shall throughout the whole breadth of the span be not less than eleven feet:

(G.) The space between the piers of the bridge (except so much thereof as the towing-path will occupy) shall at all times after the completion of the bridge (except during necessary repairs or reconstruction) be left and preserved an open and uninterrupted navigable waterway;

(H.) The Company shall, at their own expense, maintain the bridge and the works thereof of the height and width aforesaid and in perfect repair at all times, unless they abandon the railway or the portion thereof which crosses the canal, and in either of those cases they shall (if required so to do by the Leeds and Liverpool Canal Company, but not otherwise) remove the said bridge and works at their own expense;

(I.) If and whenever the height of the bridge or works shall, by subsidence of the ground, be lowered below the height hereinbefore prescribed, the Company shall at their own expense restore the same to that height as soon as reasonably may be;

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(k.) The Company shall make good all damage that may be occasioned to the works or property of the Leeds and Liverpool Canal Company, by the construction, renewal, or want of repair of any of the Company's works, or by any such subsidence as aforesaid, but

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

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

the Leeds and Liverpool Canal Company may, if they think fit, make good the damage, and the amount expended by them in so doing shall be repaid to them by the Company;

(l.) If and whenever, by any act or omission of the Company, any part of the canal or towing-path shall be obstructed or rendered dangerous to boats, barges, or other vessels navigating or using the canal, the Company shall pay to the Leeds and Liverpool Canal Company as or by way of ascertained damages, the sum of two hundred pounds for every day during which the obstruction or danger shall continue, and so in proportion for any less time than a day;

(m.) Provided that nothing in this Act contained shall prevent the Leeds and Liverpool Canal Company or any owner of boats or barges from recovering from the Company in addition to the ascertained damages herein-before mentioned any special damage that may be sustained by the Leeds and Liverpool Canal Company, or such owner in consequence of the stoppage or hindrance to the traffic upon the canal, or in consequence of the works to be executed by the Company or by the Leeds and Liverpool Canal Company for the Company under the provisions herein-before contained, or by reason of any water oozing or escaping from the canal, or any such subsidence as aforesaid or on account of any other act or omission of the Company;

(n.) If and whenever any damages or other sums payable by the Company to the Leeds and Liverpool Canal Company are not paid on demand made on the secretary or clerk of the Company, the same may, together with costs of suit, be recovered against the Company in any court of competent jurisdiction;

(o.) All questions and differences which may at any time arise beween the Company and the Leeds and Liverpool Canal Company, as to the construction or effect of subsections

A B C D E and F of this section, or the performance, observance, non-performance, or non-observance of any of the provisions thereof, or any matters connected therewith or consequent thereon shall be determined by an arbitrator to be appointed by the Company and the Leeds and Liverpool Canal Company, or (if for fourteen days after the question or differences arises those two companies do not agree upon an arbitrator) by the Board of Trade upon the application in writing of both or either of those companies, and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference, and the costs of the arbitration shall be in his discretion;

(P.) Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the rights, privileges, property, powers, or authorities of the Leeds and Liverpool Canal Company.

Protection of Thomas Weld Blundell, Esq.

33. In carrying the railway through the Ainsdale Lydiate and Birkdale estates of Thomas Weld Blundell, of Ince Blundell, in the county of Lancaster, Esquire, or other the owner for the time being of those estates, the following provisions shall have effect:—

(1.) The Company shall erect a passenger station at or near the point where the railway is shown on the deposited plans to cross Pools Lane at or about eight miles seven furlongs and two chains from the commencement of the railway, and also a passenger station at or near the point where the railway is shown on the said plans to cross Car Lane at or about four miles and four chains from the commencement of the railway, and shall also, when required by the said Thomas Weld Blundell or other owner as aforesaid, after the opening of the railway erect a station at or near the point on the said plans marked ten miles three furlongs;

(2.) There shall (subject to the approval of the Board of Trade) be a level crossing over the railway opposite to and in continuation of the road at the said point four miles and four chains from the commencement of the railway with proper signal gates worked from the station there;

(3.) There shall also subject as aforesaid be a level crossing over the railway near the station at the said point marked ten miles three furlongs with proper signal gates worked from such station.

(4.) If and when the Board of Trade shall require a bridge or bridges to be erected at either or both of the said level crossings

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the Company shall construct the same of a proper width for carriages and foot passengers in a substantial manner, the inclination of the approaches on both sides of the railway to be not less than one in thirty;

(5.) The said Thomas Weld Blundell or other owner as aforesaid, and the local authority for the districts in which the said estates are situated, shall at all times have permission to construct sewers or drains, or lay pipes under or across the railway, on giving to the Company twenty-eight days previous notice in writing of their intention so to do, and all works on the property of the Company shall be executed under the superintendence and to the satisfaction of the engineer of the Company, and so as not to interrupt the traffic on the railway;

(6.) The crossing or bridge at the said point four miles and four chains to be completed before the railway is open for traffic, and that near the station at the point marked ten miles three furlongs to be completed at such time as shall be required by the said Thomas Weld Blundell, or other owner as aforesaid;

(7.) The Company shall fence and keep fenced with a close rabbit proof fence both sides of the railway on the westerly side of the bridge over the Liverpool and Southport Railway for a distance of one hundred yards from the said bridge.

Protection of Benjamin Goouch.

34. The Company shall make to Benjamin Goouch or other the owner, lessee, and occupier for the time being of the property now in the occupation of Benjamin Goouch, on the south-west side of Oxford Road, full compensation for any damage, structural or otherwise, or depreciation in value caused to the said property, or sustained by such owner, lessee, and occupier by vibration, smoke, or loss of access caused by reason of the construction, maintenance, or working of the railway or works connected therewith, and the amount of such compensation shall be ascertained and determined, in case of difference, in the manner provided by the Lands Clauses Consolidation Act 1845 with reference to the settlement of questions of disputed compensation in respect of lands injuriously affected; and in addition to such compensation the Company shall also make and maintain such accommodation works as shall be necessary for preserving and maintaining uninterrupted access to the foreshore and any difference in respect of such works shall be determined in the manner herein-before provided with respect to the amount of compensation.

Protection of Thomas Curry Mather.

35. The following provisions for the protection and benefit of Thomas Curry Mather, of Oak Hill House, Lydiate, in the county of Lancaster, or other the owner or owners for the time being of

the Manor House, Maghull, in the parish of Halsall, in the county of Lancaster, shall have effect:

(1.) The Company shall not carry the railway across Sefton Road east of a point sixty yards west of the point of intersection of that road by the centre line of the railway shown on the deposited plans, and the said road shall be carried over the railway by means of a bridge;

(2.) The gradient of the bridge and approaches thereto shall not be steeper than one in thirty, and no part of the eastern approach or incline shall extend beyond the point at which the back road from the said manor house joins the Sefton Road;

(3.) Previous to the opening of the railway the Company shall make and complete a convenient passenger station, with suitable buildings, approaches, works and conveniences on the south side of Sefton Road, and within one hundred yards of the point where the railway will cross that road, and the Company shall provide such station accommodation and attendants as shall be proper for the convenience of the public resorting thereto, and shall at all times from and after the opening of the railway cause an adequate number of passenger trains in each direction during each day to stop at such station for the purpose of taking up and setting down passengers thereat;

(4.) The Company shall not construct any sidings or junctions for goods traffic on the east side of the railway, opposite to any part of the western boundary of the lands belonging to the said Thomas Curry Mather, or other the owner or owners as aforesaid;

(5.) In case it shall be necessary to interfere with any drains or watercourses, or the outfalls thereof, belonging to or used by the said Thomas Curry Mather, or other the owner or owners as aforesaid, the Company shall, before interfering with any such drains, watercourses, or outfalls, construct in lieu thereof such other drains, watercourses, outfalls, and works as shall be reasonably required by the said Thomas Curry Mather, or other the owner or owners aforesaid.

Protection of Birkdale Local Board.

36. The following provisions for the protection of the Local Board of Birkdale (who are herein-after referred to as "the local board") shall have effect that is to say:—

(1.) The centre line of the railway shall be constructed at a distance of not less than ninety feet from the foot of the present sea embankment on the shore in front of the Palace Hotel;

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(2.) The Palace Station of the Company shall be erected opposite the Palace Hotel on the foreshore in Birkdale, and Weld Road shall be continued and completed by and at the cost of the Company of its present width, and with a six-inch rock foundation and paved with setts to be approved by the surveyor of the local board, with tiled footpaths properly kerbed and channelled, of the width of the present footpaths from its present termination to and connected with the passenger and goods stations of the Company, and to the sea fence of the Company's premises;

(3.) The Company shall erect a bridge over the railway at Oxford Road in continuation of and in connexion with the said road, of the same width between the fence walls as the width between the walls of the existing road, the inclination of the approach on both sides of the railway to be not less than one in thirty. In the construction of the said bridge proper provision shall be made by inclines for crossing on the shore between the sea embankments and the railway fences the approaches to the said bridge;

(4.) The Company shall construct and pave with setts, approved by the surveyor of the local board, a road thirty-six feet wide on the space between the Palace Hotel embankment and the railway fence from Weld Road to Oxford Road, and shall plant with good forest trees the remainder of the said space next to the railway fence. The said road shall be made at the foot of the said embankment, and shall include two tiled footpaths each six feet wide, properly kerbed, channelled, and drained. The said road, when completely finished by and at the cost of the Company, shall be dedicated to the use of the public;

(5.) If and when necessity arises by the development of the district of Birkdale, by building operations or otherwise, it shall be considered by the local board, or other urban authority for the district, that an additional railway station for the accommodation of passengers is required, the Company shall, upon the request of the local board or other urban authority, erect a passenger station at or about the point marked on the deposited plans as the twelfth mile, and shall use such station for taking up and setting down passengers. In case of difference as to the necessity for the erection of such additional railway station, or as to the exact position, such difference shall be settled by the Board of Trade;

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(6.) In case the Company shall be required to erect the said additional railway station, in pursuance of the last-mentioned provision, they shall at the same time erect a bridge over the railway at or near to the said station of the same character, width, and with similar inclination of approaches as the bridge to be erected at Oxford Road;

(7.) If and when necessity arises by the development of the district of Birkdale by building operations, or otherwise, it shall be considered that additional crossings of the railway are necessary, the Company shall, upon the request of the local board or other the urban authority for the said district, make and provide the following two level crossings with proper signal gates, viz.: (1.) A crossing between Oxford Road and the twelfth mile marked on the deposited plans; and (2) A crossing between the said twelfth mile and the boundary of Ainsdale. In case of difference as to the necessity for such crossings, or either of them, or as to the exact positions thereof, such difference shall be settled by the Board of Trade;

(8.) Until the additional station and bridge are erected at or about the twelfth mile marked on the deposited plans, the Company shall place gates for the accommodation of carts and vehicles crossing the line at that point;

(9.) The Company shall erect open palisading on each side of the line, at least four feet in height, co-extensive with so much of the line as runs upon the foreshore;

(10.) The carriage bridges to be erected by the Company shall have fence walls of brick or stone at least four feet six inches in height above the level of the footpaths for the whole length of the bridges, and open paling fences of the height of four feet six inches to be put up for the whole length of the approaches on the east and west sides of the railway;

(11.) The roadways over the carriage bridges and the approaches thereto shall be formed, asphalted, kerbed, channelled, drained and provided with asphalted footpaths to the entire satisfaction of the local board or other urban authority for the district of Birkdale;

(12.) The local board or other urban authority for the district of Birkdale at all times to have free liberty to construct sewers or drains, or lay pipes under or across the railway at any point, but shall give to the Company twenty-eight days previous notice in writing of their intention to do so, and the works shall be executed under the superintendence and to the satisfaction of the engineer for the time being of the Company;

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(13.) The bridge at Oxford Road shall be completed before the railway is opened for traffic;

(14.) The bridges and works shall be constructed and completed to the satisfaction of the local board or other urban authority for the district of Birkdale, and all bridges with the usual length of approaches thereto, to be for ever kept in repair by the Company;

(15.) The Palace Station of the Company, with booking offices and waiting-rooms, shall be erected and built opposite the Palace Hotel, at the corner of and on the south-west side of Weld Road in Birkdale, and no building at such station shall exceed the height of thirty feet above the level of Weld Road on the shore;

(16.) No building whatever shall be erected and built by the Company between Weld Road and Oxford Road except the Palace Station, with the necessary booking and general offices and waiting-rooms, and the offices, station-master's dwelling-house, platforms, sheds, and other buildings necessary for a passenger station, and also for a goods station and engine sheds, seawards of the said passenger station, and such buildings shall not exceed the height mentioned in subsection 15.

(17.) No building whatever, except those enumerated in the preceding subsections, shall be erected and built by the Company between Oxford Road and the point marked on the deposited plan as the twelfth mile of the said railway;

(18.) The elevations of the stations and booking-offices shall be of an ornamental character, and the plans thereof and of all other erections and buildings which the Company are authorised to erect and build within the district of the local board shall be submitted to the local board, and none of such erections and buildings shall be commenced until the plans thereof shall have been approved of and sanctioned by the surveyor for the time being of the local board who shall approve or disapprove of the same within one calendar month after the same shall have been submitted, and no chimneys shall be erected on any of the said buildings other than domestic chimneys;

(19.) If any difference shall at any time arise between the Company and the local board, or between their respective engineers or surveyors, with respect to any of the matters provided for by this section, such difference shall be referred to and be determined by arbitration in manner provided by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration;

(20.) Except as by this Act expressly provided this Act or anything therein contained shall not take away, alter, or prejudice any of the rights, powers, and authorities vested in the local board.

Protection of river Alt Drainage Commissioners.

37. For the protection of the commissioners for putting in execution the Act nineteen George the Third, chapter thirty-three, entitled "An Act for draining, improving, and preserving the Low-"lands in the parishes of Altcar, Sefton, Halsall, and Walton-upon-"the-Hill, in the county palatine of Lancaster," the following provisions shall be observed and have effect (that is to say) :—

1. The Company shall carry the railway over the under-mentioned streams subject to the jurisdiction of the said commissioners by bridges constructed with flat iron girders and brick or stone masonry or iron piers, and of the respective heights and widths herein-after specified, viz. :—

(A.) The underside of the girders of the bridge over the stream called the mill dam shall not be less than five feet above the highest bank of the said stream at the point where the same shall be crossed by the railway, and the clear width between the piers shall not be less than twenty-one feet;

(B.) The underside of the girders of the bridge over the stream called the Old Alt shall not be less than four feet three inches above the highest bank of the said stream at the point where the same shall be crossed by the railway, and the clear width between the piers shall not be less than thirty-five feet;

(C.) The underside of the girders of the bridge over the stream called the Maghull Hall Brook shall not be less than three feet above the highest bank of the said stream at the point where the same shall be crossed by the railway, and the clear width between the piers shall not be less than twenty-five feet;

(D.) The underside of the girders of the bridge over the stream called the Maghull Brook, shall not be less than four feet above the highest bank of the said stream at the point where the same shall be crossed by the railway, and the clear width between the piers shall not be less than twenty-two feet;

2. At the points where the railway crosses the said four streams the Company shall construct level crossings with proper approaches thereto from the banks on one side of each of the said streams with gates to enable the Commissioners,

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their officers, and servants to cross the railway on foot or on horseback;

3. Except as is by this Act otherwise expressly provided nothing in this Act contained shall prejudice, lessen, or defeat the rights, title, interest, powers, and authorities of the said commissioners.

Protection of Southport District Highway Board.

38. In constructing the railway and works hereby authorised through the parishes of Walton-on-the-Hill, Halsall, and Altcar, within the district of the highway board for the district of Southport, the following provisions shall have effect, that is to say:

1. The Company shall construct and for ever maintain a bridge over Carr Lane, in the parish of Altcar, which shall be a girder bridge of a clear span of not less than twenty-five feet, and of a uniform height of not less than fifteen feet from the level of the highway. The Company shall construct and for ever maintain a bridge for carrying Wood Lane, in the parish of Altcar, over the railway, such bridge and its approaches to have not less than twenty-five feet of roadway between the walls and sides thereof, and gradients not steeper than one in thirty. The parapets of such bridge shall be of brick or stone at least four feet six inches in height above the level of the highway for the whole length of the bridge;
2. There shall be level crossings over the railway where it crosses the following highways: namely, Moss Lane, in the parish of Halsall, and North Moss Lane, in the parish of Walton-on-the-Hill, with proper signal gates worked from a suitable hut, at which a gatekeeper shall be in constant attendance, such crossings and the approaches to have not less than twenty-five feet of roadway between the fences and sides thereof, and gradients not steeper than one in thirty;
3. There shall be a level crossing over the railway where it crosses Broad Lane, in the parish of Walton-on-the-Hill, with suitable gates, such crossing and its approaches to have not less a width than the present width of Broad Lane at such point, and the gradients not steeper than one in thirty. The proposed diversion of the highway shall not be carried into effect;
4. The Company shall erect and for ever maintain a bridge over Pool's Lane in the parish of Walton-on-the-Hill, which shall be a girder bridge, of a clear span of not less than thirty feet, and of a uniform height of not less than fifteen feet from the level of the highway, and shall be empowered to

lower such highway not more than two feet for the purpose of such bridge, and in such case shall pave the highway underneath such bridge, and from the commencement of the gradient to the full width of thirty feet with proper paving setts, except a width of six feet on one side to be laid out as a footwalk properly flagged and kerbstoned for such distance, and shall for ever keep that part of the highway properly drained and free from water;

5. The Company shall erect and for ever maintain a bridge over the highway at Suttons in the parish of Walton-on-the-Hill, which shall be a girder bridge of a clear span of not less than twenty-five feet, and of a uniform height of not less than fifteen feet from the level of the highway, and shall be empowered to lower such highway not more than one foot for the purpose of such bridge, and in such case shall pave the highway underneath such bridge, and for thirty feet on either side thereof to the full width of such highway with proper paving setts except a width of six feet on one side of such highway to be laid out as a footwalk properly flagged and kerbstoned for a distance of forty-two feet six inches on each side of the centre line of the bridge, and the Company shall for ever keep that part of the highway properly drained and free from water;

6. Subject to the approval of the Board of Trade the Company shall, when required, construct and for ever after maintain two level crossings over the railway at such points between the village of Ainsdale and the shore, where pathways now exist, with suitable gates, such crossings and their approaches to have not less a width than eighteen feet, and the gradients not steeper than one in thirty;

7. The Company shall construct and for ever maintain suitable archways under the line where the railway is at a high level, and suitable footbridges with convenient steps and railings where the railway is at a low level, to enable the public to use such public footways as must necessarily be kept open;

8. The Company shall construct and for ever maintain culverts of not less than sixteen feet in width, to carry the waters of Lydiate Brook and Downholland Brook under the railway, and culverts of not less than twelve feet in width, to carry the waters of Maghull Brook and the catchwater drain, called the Headbolt, under the railway, and shall divert, reconstruct, and afterwards maintain all ditches along the approaches to the above-mentioned bridges and level cross-

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ings, and all such other ditches, soughs and culverts under and adjoining the railway as may be interfered with by the railway works, or as may be reasonably required from time to time by the Southport District Highway Board;

9. The parapet walls of the above-mentioned bridge and the approaches shall be constructed in a continuous straight line with the now existing directions of the highway at the point where such bridge may be erected and the full length of the approaches to such bridge and the above-mentioned level crossings shall be fenced off from the adjoining lands with neat timber palings of the height of four feet six inches;

10. All the above works shall be constructed to the reasonable satisfaction in all respects of the highway board, or any one appointed on their behalf, and if any difference shall arise between the Company and the highway board the matter in dispute shall be referred to and determined by an arbitrator to be on the application of either party appointed by the Board of Trade.

Protection of Sefton District Highway Board.

39. In constructing the railway and works by this Act authorised through the district of the highway board of the Sefton district, the following provisions shall have effect (that is to say):

1. Where the centre line of the railway cuts the mill dam at one mile four furlongs three chains, or thereabouts, on the deposited plans, the Company shall construct a bridge for carrying the existing footpath under the railway of a clear width of eight feet, and with a headway of not less than ten feet in the clear;

2. At the point one mile seven furlongs three chains, or thereabouts, on the deposited plans, where the centre line of the railway cuts the greater Maghull Brook, the Company shall provide a footbridge over the railway six feet in width in the clear, with steps beginning at the level of the rails, consisting of thirteen-inch treads and six-inch risers, with suitable hand-rails, the approaches to such footbridge not to be of a steeper gradient than one inch in fifteen;

3. The bridge crossing the highway called Coppy Lane, in the township of Aintree, shall be of the same height and width as the bridge of the Lancashire and Yorkshire Railway, crossing the same highway;

4. The whole of the above-mentioned works shall be executed and completed by the Company to the reasonable satisfaction of the said highway board.

Company in constructing road-bridges to provide for pipes of Southport Waterworks Company.

40. Where the Company shall, in the execution of the powers of this Act, make any bridge for carrying any street, road, or way, whether public or private, within the limits of supply of the Southport Waterworks Company (herein-after called "the water company"), under or over the railway, they shall in the construction of every such bridge, make provision for enabling the water company to lay down and maintain a main or pipe of fifteen inches diameter, or any greater number of mains or pipes, parallel with and by the side of each other, not requiring in the aggregate more space for their accommodation than a main or pipe of fifteen inches diameter under or over every such bridge; and the water company shall have full power and authority from time to time to lay down and maintain all such mains or pipes under or over every such bridge, and repair, enlarge, alter, or renew the same: Provided that if in any case the relative levels of the rails of the railway and of the surface of the road over such bridge should not admit of sufficient depth being left to enable such mains or pipes to be so laid, then and in every such case the Company shall make such convenient provision alongside or within the parapets of the bridge as will enable such mains or pipes to be laid alongside or within the same, so and in such manner as the same shall be at all times accessible to the water company for any of the purposes of this section, and that the water company shall be able to protect their pipes by means of a sufficient covering from being frozen.

Southport Waterworks Company may lay pipes across railway.

41. If and whenever any street, road or path shall be made across the railway within the limits of supply of the water company it shall, subject as herein-after provided, be lawful for the water company to lay down and maintain a pipe or pipes across the railway beneath any such street, road, or path.

Southport waterworks Company may repair, &c., pipes on railway or lands of Company.

42. It shall be lawful for the water company and the engineers, workmen, and others in their employment, at all reasonable times during and after the construction of the railway, to enter on the railway and the lands of the Company connected therewith, and to do all such works in and upon the railway and lands as may be necessary for inspecting, repairing, duplicating, maintaining, altering, enlarging, removing, or replacing any mains or pipes belonging to the water company, under or over the railway and lands respectively: Provided always, that all such works shall be done under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Company, and that in executing such works the water company or their engineers, workmen, or others in their employ, shall not interrupt the traffic passing on the railway:

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And provided also that the water company shall make good to and reimburse the Company all damage, if any, occasioned by the exercise of such powers.

All works affecting the waterworks company to be done to the satisfaction of the engineer.

43. All works, matters and things which under the provisions of the Railways Clauses Consolidation Act 1845, or this Act, the Company may be empowered or required to do or execute with reference to any mains, pipes, syphons, plugs, or works of the water company shall be done and executed by and at the cost of the Company, but under the superintendence and to the reasonable satisfaction of the engineer for the time being of the water company, and such works, matters, and things shall not be commenced (except in case of emergency) until after seven days previous notice thereof shall have been given by the Company to the water company.

Where railway crosses pipes Company to make culverts.

44. Wherever it shall be necessary in constructing the railway, or any works of the Company, to carry the same by embankment over any of the existing mains of the water company, the Company shall, at their own expense, and to the reasonable satisfaction of the engineer for the time being of the water company, construct and for ever afterwards maintain a good and sufficient culvert not less than three feet wide, and four feet six inches high, over every such main, and so as to leave the same at all times accessible to the water company for the purpose of inspecting, repairing, duplicating, maintaining, altering, enlarging, removing, or replacing the same.

Deposit money not to be repaid except so far as railway is opened.

45. Whereas pursuant to the standing orders of both Houses of Parliament, and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of thirteen thousand three hundred and twenty-seven pounds Consolidated Three per Cent. Annuities, being five per centum upon the amount of the estimate in respect of the railway has been deposited with the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act, which sum is referred to in this Act as the deposit fund: Be it enacted, that, notwithstanding anything contained in the said Act, the deposit fund shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them (which persons, survivors or survivor, are in this Act referred to as the depositors), unless the Company shall previously to the expiration of the period limited by this Act for completion of the railway open the same for the public conveyance of passengers: Provided, that if within such period as aforesaid the Company open

any portion of the railway for the public conveyance of passengers, then, on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway, the Chancery Division shall on the application of the depositors, or the majority of them, order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct, and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified, and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

46. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers, then and in every such case the deposit fund, or so much thereof as shall not have been paid to the depositors, shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property has 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 is payable, or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund, 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 Chancery Division, if the Company is insolvent, and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid 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

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benefit of the creditors thereof: Provided, that until the whole of deposit fund has been repaid or retransferred to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon or on any portion thereof shall from time to time, and as often as the same shall become payable, be paid to or on the application of the depositors.

Period for completion of works.

47. If the railway 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 railway, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as is then completed.

Tolls.

48. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following (that is to say):

Passengers.

In respect of passengers and animals conveyed in carriages upon the railway, or any part thereof, as follows:

For every person conveyed in or upon any such carriage, per mile twopence; and if conveyed in or upon any carriage provided by the Company an additional sum per mile not exceeding one penny halfpenny;

Animals.

Class I.—For every horse, mule, ass, or other beast of draught or burden, conveyed in or upon such carriage, per mile threepence; and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one penny;

Class II.—For cattle conveyed in or upon any such carriage, per head per mile threepence; and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one penny;

Class III.—For every calf, pig, sheep, or other small animal, conveyed in or upon any such carriage, per mile one penny; and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one halfpenny;

Tonnage on articles of merchandise.

In respect of the tonnage of all articles conveyed upon the railway, or any part thereof, as follows:—

Class IV.—For all coals, culm, cinders, and all dung, compost, and all sorts of manure, lime, and limestone, and all undressed materials for the repair of public roads or highways, per ton per mile not exceeding one penny; and if conveyed in carriages provided by the Company, an additional sum per ton per mile not exceeding one halfpenny;

Class V.—For all coke, charcoal, and all stones for building, pitching, and paving, all bricks, tiles, slates, clay, sand, ironstone and iron ore, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise, per ton per mile not exceeding twopence; and if conveyed in carriages provided by the Company, an additional sum per ton per mile not exceeding three farthings;

Class VI.—For all sugar, grain, corn, flour, hides, dye woods, earthenware, timber, staves and deals, nails, anvils, vices, and chains, per ton per mile not exceeding twopence halfpenny; and if conveyed in carriages provided by the Company, an additional sum per ton per mile not exceeding three farthings;

Class VII.—For all cotton and other wools, drugs, manufactured goods, fish, and all other wares, merchandise, articles, matters, or things, per ton per mile not exceeding threepence halfpenny; and if conveyed in carriages provided by the Company, an additional sum per ton per mile not exceeding one penny;

Class VIII.—And for every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried and conveyed on a truck or platform, per mile not exceeding one shilling, and a sum of fourpence 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 twopence.

Tolls for propelling power.

49. The tolls which the Company may demand for the use of engines for drawing or propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal, or for each ton of goods, or other articles, in addition to the several other tolls by this Act authorised to be taken.

Regulations as to tolls.

50. The following provisions and regulations shall be applicable to the fixing of such tolls (that is to say):

In respect of passengers, animals, minerals or goods conveyed upon the railway for a less distance than three miles the Company may demand tolls and charges as for three miles;

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For a fraction of a mile beyond three miles or beyond any greater number of miles, the Company may with respect to goods and animals, demand tolls for such fraction in proportion to the numbers 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 with respect to passengers every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile;

For a fraction of a ton the Company may demand toll according to the number of quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton;

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight;

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber shall be deemed one ton weight, and so in proportion for any greater or smaller quantity.

Tolls for small parcels and single articles of great weight.

51. With respect to small packages and single articles of great weight, notwithstanding the rate of tolls prescribed by this Act, the Company may lawfully demand any tolls not exceeding the tolls following (that is to say):—

For the carriage of small parcels on the railway, or any part thereof, as follows:—

If not exceeding seven pounds in weight, threepence;

If exceeding seven pounds in weight, but not exceeding fourteen pounds in weight, fivepence;

If exceeding fourteen pounds in weight, but not exceeding twenty-eight pounds in weight, sevenpence;

If exceeding twenty-eight pounds in weight, but not exceeding fifty-six pounds in weight, ninepence;

If exceeding fifty-six pounds in weight, but not exceeding one hundred and twelve pounds in weight, one shilling and fourpence;

If exceeding one hundred and twelve pounds in weight, but not exceeding two hundred and fifty pounds in weight, one shilling and eightpence;

And for parcels exceeding two hundred and fifty pounds in weight, but not exceeding five hundred pounds in weight, the Company may demand any sum which they think fit;

Provided always, that articles sent in large aggregate quantities, although made up of separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but such term shall apply only to single parcels in separate packages:

For the carriage of any one boiler, cylinder, bob, 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 eightpence 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.

Maximum rates for passengers.

52. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway, including the tolls for the use of the railway, and for carriages and locomotive power and every other expense incidental to such conveyance, shall not exceed the following (that is to say):

For every passenger conveyed in a first-class carriage, threepence per mile;

For every passenger conveyed in a second-class carriage, twopence per mile;

For every passenger conveyed in a third-class carriage, one penny per mile.

Maximum rates for animals and goods.

The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railway, including the tolls for the use of the railway, and for waggons or trucks and locomotive power, and for every other expense incidental to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods, and for delivery and collection, and any other service incidental to the duty or business of a carrier, where any such service is performed by the Company), shall not exceed the following sums (that is to say):

For every animal comprised in Class I. per mile fourpence;

For every animal comprised in Class II. per mile threepence;

For every animal comprised in Class III. per mile one penny halfpenny;

For the articles and goods mentioned in Class IV. per ton per mile one penny halfpenny;

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For the articles and goods mentioned in Class V. per ton per mile twopence;

For the articles and goods mentioned in Class VI. per ton per mile threepence;

For the articles and goods mentioned in Class VII. per ton per mile fourpence;

For any carriage mentioned under Class VIII. not weighing more than one ton, sixpence per mile; if weighing more than ton one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which such carriage may weigh.

Foregoing restrictions not to apply to special trains.

53. The restrictions in this Act contained as to the charges to be made for passengers and articles shall not extend to any special trains that may be required to be run on the railway, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods on the railway.

Passengers luggage.

54. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof.

Terminal station.

55. No station shall be considered a terminal station in regard to any goods conveyed on the railway except such goods have been received thereat direct from the consignor, or are directed to be delivered thereat to the consignee.

Company may take increased charges by agreement.

56. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof either by reason of any special service performed by the Company in relation thereto or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains.

Power to enter into working agreements with other companies.

57. The Company on the one hand and the Cheshire Lines Committee, the Midland Railway Company, the Great Northern Railway Company, the Manchester Sheffield and Lincolnshire Railway Company, or the said committee, or any one or more of those companies, on the other hand, may, subject to the provisions of Part III. of the Railways Clauses Act 1863, as amended or varied by the Regulation of Railways Act 1873, from time to

36 & 37 Vict. c. 76.

time enter into and carry into effect agreements for and with respect to the following purposes, or any of them (that is to say):

The use of the railway, or any part or parts thereof;

The payments and allowances to be made and allowed and the conditions to be performed with respect to such use;

The interchange, accommodation, conveyance, and delivery of traffic coming from or destined for the railways of the said committee or of the contracting companies, or any or either of them;

The levying, fixing, receipt, and division of the tolls, rates, charges, receipts and revenues, levied taken or arising in respect of such traffic.

Tolls on traffic conveyed partly on railway and partly on other railways.

58. During the continuance of any agreement to be entered into under the provisions of this Act for the use of the railway, or any part thereof, by any other company or companies, or by the Cheshire Lines Committee, the railway of the Company, and of such other company or companies, or of the said committee, shall for the purposes of short-distance tolls and charges be considered as one railway, and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Company and partly on any other railway, for a less distance than three miles, tolls and charges may only be charged as for three miles, and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only, and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only, and no other short-distance charge shall be made for the conveyance of passengers, animals or goods partly on the railway of the Company and partly on the railway of such other company or companies.

Saving rights of duchy of Lancaster.

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

Protection of duchy of Lancaster.

60. And whereas it is expedient that this Act should contain certain provisions relative to lands, hereditaments, estates, rights,

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and interests belonging to the Queen's most Excellent Majesty, in right of her duchy of Lancaster (in the rest of this section called "the duchy") as are herein-after contained. Be it therefore enacted that—

Sale of lands.

(1.) With respect to any lands belonging to Her Majesty, in right of the duchy, which may be required for the purposes of this Act, the following provisions shall (but subject and without prejudice to any lease or tenancy which at the time of any agreement authorised by this section may be subsisting in the said last-mentioned lands) have effect, that is to say—The chancellor and council for the time being (herein-after called "the chancellor and council") of the duchy may agree with the Company for the absolute sale in fee simple of all or any of the said last-mentioned lands, or any part thereof, in consideration of any such gross sum of money, or of such annual rentcharge or in consideration partly of such gross sum and partly of such annual rentcharge payable by the Company, and upon such terms and conditions in all respects as shall be settled between the chancellor and council and the Company. And upon payment of such (if any) agreed gross sum, and upon such (if any) agreed rentcharge being secured in manner herein-after provided, the chancellor and council may grant and assure the same lands and the fee simple and inheritance thereof to the Company, their successors and assigns, for the purposes of this Act;

Conveyance of waste lands.

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

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

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

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

Application of purchase moneys.

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

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

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

18 & 19 Vict. c. 58.

Annual rentcharges payable to the Duchy.

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

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

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manner as may be settled between the chancellor and council and the Company;

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

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

30 & 31 Vict. c. 127.

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

Enrolment of deeds.

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

Future accretions.

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

ceptible or has been wholly or partially caused either by the works by this Act authorised or otherwise.

Interest not to be paid on calls paid up.

62. 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 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.

63. 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.

64. 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.

65. All costs, charges, and expenses of and incidental 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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