CHAPTER cclxi.

An Act to authorise the Southport and Cheshire Lines Extension Railway Company to extend their railway into the borough of Southport to divert a portion of their authorised railway and for other purposes. A.D. 1882.

[18th August 1882.]

WHEREAS by the Southport and Cheshire Lines Extension Railway Act 1881 (in this Act referred to as "the Act of 1881"), the Southport and Cheshire Lines Extension Railway Company (herein-after called "the Company") were incorporated and empowered to make a railway from the railway of the Cheshire Lines Committee near Liverpool to Birkdale in the county of Lancaster: 44 & 45 Vict. c. cxciii.

And whereas the railway authorised by the Act of 1881 terminates opposite the Palace Hotel in Birkdale, and it is expedient that the extension into Southport herein-after described should be sanctioned, and that the Company should have power to deviate a portion of the railway authorised by the Act of 1881:

And whereas plans and sections describing the lines and levels of the railways 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 referred to as the deposited plans, sections, and books of reference:

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

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

A.D. 1882.

Short title.

1. This Act may be cited for all purposes as the Southport and Cheshire Lines Extension Railway Act 1882.

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 shares into stock;

The giving of notices; and

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

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

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

4. Subject to the provisions of this Act, the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections, the railways herein-after described,

with all proper stations, approaches, sidings, 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 railways herein-before referred to and authorised by this Act are as follows:

1. A Railway (No. 1) seven furlongs eight chains and four links in length, commencing in the township of Birkdale, in the parish of North Meols, at the termination of the Company's authorised railway on the south-west side of Weld Road, near the north-western corner of the Palace Hotel Grounds, and terminating in the township of North Meols, and borough of Southport, in the same parish, on the western side of Lord Street, and at or near the front entrance to the shop No. 4 in Winter Garden Terrace.
2. A Railway (No. 2) two miles and four chains in length (to be substituted for a portion of the Company's authorised line), commencing in the townships of Netherton and Aintree, or one of them, in the parish of Sefton, by a junction with the said authorised line at the point marked five furlongs from the commencement of that line on the plans thereof deposited at Preston with the clerk of the peace for the county of Lancaster, in the month of November 1880, and terminating in the township of Maghull, in the parish of Halsall, by a junction with the said authorised line at the point marked two miles five furlongs from the commencement of that line, as shown upon the said deposited plans.

The said intended railways will be wholly situated in the county of Lancaster.

Power to Company to raise additional capital.

5. The Company may, subject to the provisions of Part II. of the Companies Clauses Act 1863, from time to time raise any additional capital, not exceeding one hundred and five thousand pounds in the whole, by the creation and issue at their option of new ordinary shares, or new preference shares, or wholly or partly by either of those modes, but the Company shall not issue any share of less nominal value than ten pounds, nor shall any 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 shall have been paid in respect thereof.

New shares to be subject to the same incidents as other shares.

6. The additional capital in new shares created by the Company under this Act and the new shares therein and the holders thereof respectively, shall be subject and entitled to the same powers,

A.D. 1882.

provisions, liabilities, rights, privileges, and incidents whatsoever in all respects as if that capital were part of the now authorised capital of the Company of the same class or description and the new shares were shares in that capital.

Dividends on new shares.

7. The capital in new shares so created shall form part of the capital of the Company, and every person who becomes entitled to any such new shares shall in respect of the same be a holder of shares in the capital of the Company, and shall be entitled to a dividend with the other holders of shares of the same class or description proportioned to the whole amount from time to time called and paid on such new shares.

Power to borrow on mortgage.

8. The Company may in respect of the additional share capital of one hundred and five thousand pounds, which they are by this Act authorised to raise from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole thirty-five thousand pounds, but no part thereof shall be borrowed until shares for the whole of such additional capital of one hundred and five thousand pounds are issued and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845, before he so certifies, that shares for the whole of such additional capital have been issued and accepted and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof, before or at the time of the issue or acceptance thereof, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and 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.

Priority of principal money secured by existing mortgages.

9. The principal moneys secured by all mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof shall, during the continuance of such mortgages, have priority over the principal moneys secured by any mortgages granted by virtue of this Act.

A.D. 1882.

Appointment of a receiver.

10. Section nineteen of the Act of 1881 relating to the appointment of a receiver is hereby repealed, but without prejudice to any appointment heretofore made or any proceedings now pending. 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 ten thousand pounds in the whole.

Power to create and issue debenture stock.

11. 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, and of all mortgages at any time after the passing of this Act, created and issued, or granted by the Company, under this or any subsequent Act, shall, subject to the provisions of any subsequent Act, rank pari passu (without respect to the dates of the securities, or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised), and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

12. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of the Act of 1881 and this Act only.

Period for compulsory purchase of lands.

13. 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.

Company may underpin or otherwise strengthen houses near railways.

14. In order to avoid injury to the houses, cellars, and buildings situated between the promenade and Lord Street, Southport, and within one hundred feet of the railway, which it may be necessary to underpin or otherwise strengthen, the Company may at their own costs and charges underpin or otherwise strengthen any such house, cellar, or building, and notwithstanding anything contained in the ninety-second section of the Lands Clauses Consolidation Act 1845, the Company shall not be compellable to purchase the whole of any house or other building with which, or the cellars, or other portions of which they may interfere: Provided that at least ten days notice shall (unless in case of emergency) be given to the owner, lessee, and occupier of the house, cellar, or building intended to be underpinned or otherwise strengthened (each such notice to be left on the premises), and that the Company shall be liable to compensate the owner, lessee, and occupier of every such house, cellar, or building for any inconvenience, loss, or damage which may result

A.D. 1882.

to them by reason of the exercise of the powers granted by this enactment: Provided also, that if the owner, lessee, or occupier of any such house, cellar, or building shall give within seven days after that notice counter-notice in writing that he disputes the necessity of such underpinning or strengthening, the question of the necessity shall be referred to an engineer to be agreed upon, or in case of difference to a civil engineer to be appointed at the instance of either party by the Board of Trade, and such referee shall forthwith, upon the application of either party, proceed to inspect such house, cellar, or building, and determine the matter referred to him; and in the event of his deciding that such underpinning or strengthening is necessary, he may, in his discretion, prescribe the mode in which the same shall be executed, and the Company may and shall proceed forthwith so to underpin or strengthen the said house, cellar, or building, and the cost of such referee shall be paid by the Company, and the cost of the reference (other than the cost of the referee) shall be in the discretion of the referee: Provided, that nothing in this enactment contained, nor any dealing with the property in pursuance of this enactment, shall relieve the Company from liability to compensation under the sixty-eighth section of the Lands Clauses Consolidation Act 1845, or under any other Act: Provided also, that every case of compensation to be ascertained under this Act shall be ascertained according to the provisions contained in the Lands Clauses Consolidation Act 1845.

Recurring injuries to be compensated.

15. Compensation for injuries occasioned to property by the Company acting under the last preceding section may be recovered from time to time as such injuries may accrue or be discovered: Provided that the claim for such compensation be made within six months from such discovery.

The Company may acquire easements only under roads, &c. and purchase cellars, &c.

16. With respect to any lands which the Company are by the provisions of this Act authorised to enter on, take, and use for the purposes of the railway, and which are in or under the roadway or footway of any street, road, or highway, between the promenade and Lord Street, Southport, the Company shall not be required wholly to take those lands, or any part of the surface thereof, or any cellar, vault, or other construction therein or thereunder, held or connected with any house in any such street, road or highway, but the Company may appropriate and use the subsoil and upper surface of any such roadway or footway, and if need be they may purchase, take, and use, and the owners of and other persons interested in any such vault, cellar, or arches, shall sell the same for the purposes of the railway and works, or

any of them, and the purchase of any such cellar, vault, or construction, shall not in any case be deemed the purchase of a part of a house, or other building, or manufactory within section ninety-two of the Lands Clauses Consolidation Act 1845.

Power to take easements, &c. by agreement.

17. 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.

For protection of corporation of Southport.

18. For the protection of the mayor, aldermen, and burgesses of the borough of Southport (in this section referred to as "the corporation,") the following provisions shall have effect (that is to say):

1. The esplanade shall be carried over the railway by a bridge to be erected by and at the cost of the Company, which said bridge, together with the approaches thereto, shall be constructed and completed of the width and according to the lines and gradients shown upon the plan, signed by William Crabtree and Charles Douglas Fox. The said bridge and the approaches thereto shall be fenced on the side thereof fronting the Winter Gardens, as shown by the red dotted line on the said plan, by ornamental stone boundary walls of similar height and design to the present wall of the Winter Gardens fronting the esplanade and on the seaward side thereof by a fence or wall to be approved by the corporation;
2. The Company shall, before the railway is opened for traffic, acquire and purchase at their own expense sufficient land on the seaward side of their railway to form an esplanade on a level with the top of the sea wall hereafter mentioned at its junction with the existing esplanade, and shall, free of all costs, vest such esplanade for ever afterwards in the corporation; and the Company shall construct thereon a promenade thirty feet in width between the fences, the carriageway whereof shall be twenty-two feet, and the footwalk thereof eight feet in width, upon the lines and gradients shown in sienna on the said plan from the espla-

A.D. 1882.

nade to the boundary of the borough. On the seaward side of the whole length of the said esplanade shall be erected and constructed and for ever after kept in repair by the Company a substantial sea wall and fence: such sea wall and fence shall be constructed and completed in accordance with a plan or design to be approved by the corporation, and on the landward or railway side thereof a good substantial brick or stone wall, or other fence, to be approved by the corporation, not less than five feet six inches in height. The carriage-drive and footwalk of the said promenade shall be constructed, made, paved, asphalted, tiled, drained, kerbed and channelled with all proper gulleys, and completely finished by and at the cost of the Company to the satisfaction of the corporation, and the surface of the same carriage-drive and footwalk shall thereafter be kept in repair by the corporation;

3. The Company shall, if and when required by notice in writing under the seals of the corporation of the borough of Southport and the local board of Birkdale, construct, make, pave, and completely finish a road or street thirty-six feet in width upon the lines and gradients shown upon the said signed plan from Duke Street aforesaid to Beach Road in Birkdale, and such road or street when completed shall be adopted by, vested in, and thereafter maintained by and at the expense of the road authorities of the borough or district wherein the same shall be situate, and shall be kept open at all times as a thoroughfare for the free and uninterrupted use of the public;

4. The terminal passenger station of the Company shall be erected and built fronting Lord Street in the position shown on the said plan, and the elevation thereof, and of all booking offices, waiting rooms, sheds, and other buildings necessary for a passenger station, shall be of an ornamental character, and the plans thereof shall be submitted to the corporation for approval. None of such erections and buildings shall be commenced until the plans thereof shall have been approved of and sanctioned by the corporation;

5. The existing wall of the skating rink of the Winter Gardens shall be taken down, and the strip of land coloured umber in front of the building line of the terminal passenger station cleared from obstruction, paved, channelled, made good, and dedicated by the Company to the free use of the public as and for a highway;

6. The Company shall not at any time hereafter erect any house, office, or other building of any kind whatever upon the strip of land adjacent to Duke Street coloured green on the said plan;

7. No house, office, or other building which shall be erected on the piece of land coloured yellow on the said plan shall exceed the height of six feet above the finished level of the bridge carrying the esplanade over the railway, and no chimneys shall be erected on any such buildings other than domestic chimneys, which shall be placed at least twenty feet from the line of such bridge;

8. The Company shall construct an approach to the shore from the said esplanade of the width of twenty feet at the least and of a gradient of one in twenty as shown on the said plan;

9. The goods station and all engine sheds and other buildings whatsoever except those mentioned in sub-sections four and seven shall be situate, erected, and built west of Duke Street upon the piece of land coloured pink on the said plan, and none of such buildings shall exceed a height of ten feet from the level of the esplanade on the bridge over Coronation Walk;

10. The Company shall construct, sod, and complete to the satisfaction of the corporation an embankment as shown on the said plan, not less than nine feet in height from the point marked A thereon to the boundary of the borough. The embankment shall not be less than three feet wide on the top, and shall be effectually fenced by the Company to the satisfaction of the corporation;

11. The Company shall, at their own costs and charges, before the said railway is opened for traffic, acquire and purchase for a good and indefeasible estate, in fee simple in possession, free from incumbrances, the whole of the land coloured blue on the said plan, and shall, free of all costs and charges, convey and vest the same land for a good and indefeasible estate, in fee simple in possession, free from incumbrances, to and in the mayor, aldermen, and burgesses of the borough of Southport, subject to a proviso that the same shall be used for the purposes of recreation only;

12. The Company shall not, in constructing the line of railway authorised by this Act to be constructed within the borough of Southport, deviate from the centre line thereof, as shown on the said signed plan, to a greater extent laterally than thirty feet, anything in this Act or in any Act or part of

A.D. 1882.

an Act incorporated therewith contained to the contrary notwithstanding;

13. The Company shall not under the provisions of this Act, or under any Act or part of an Act incorporated therewith, acquire nor use for any of the purposes of this Act any land seaward of the proposed new promenade or footwalk, as shown on the said plan;

14. The corporation shall at all times hereafter have free liberty to construct sewers or drains, or lay pipes for any purpose, under or across the railway at any point, on giving the Company twenty-eight days previous notice in writing of their intention so to do: Provided nevertheless that all works under this sub-section shall be executed under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Company;

15. No fuel, except anthracite, or smokeless coal, shall be consumed upon any locomotive or other engine or engines used by the Company or their contractor or contractors in constructing all or any of the works authorised by this Act to be constructed within the borough of Southport;

16. The Company shall at their own costs and charges in all things purchase under the provisions of this Act a strip of land twelve yards wide, inside of and co-extensive with the promenade herein-before referred to, and shall forthwith after the passing hereof convey the same to the corporation free from all incumbrances and conditions, provided that no buildings shall be erected thereon;

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

For preventing annoyance from working of railway in Southport and Birkdale.

19. The Company shall at all times hereafter use all such efficient means and appliances in or about the steam engines and machinery which shall be worked or used by them within or abutting upon the borough of Southport and the local board district of Birkdale as shall be necessary for preventing any noise oscillation or vibration which may be injurious annoying or offensive to the inhabitants of or owners or occupiers of houses or other property within the said borough and district and for burning and consuming the smoke to arise from such steam engines or other

their works And any act done or permitted or omitted by the Company in contravention of this enactment shall be deemed to be a nuisance within the meaning of the Public Health Act 1875 and may be dealt with summarily in manner thereby provided as effectually as though such act or omission were specially mentioned in the ninety-first section of the same Act.

38 & 39 Vict. c. 55.

Providing for compensation in respect of certain property.

20. The Company shall make to the owners, lessees, and occupiers of dwelling-houses situated between Weld Road on the south and Duke Street on the north, and between West Cliffe Road and Lord Street on the east and the beach on the west, full compensation for any damage, structural or otherwise, or depreciation in value sustained by such owners, lessees, and occupiers respectively 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 hereinbefore provided with respect to the amount of compensation.

For protection of Birkdale Local Board.

21. The following provisions with respect to so much of the railway as shall be situate in the district or township of Birkdale shall have effect (viz.):—

1. The limits of deviation of the railway shall not be greater than thirty yards from the centre line of the railway, as shown on the deposited plans;
2. No sidings, engine sheds, or buildings of any description or kind whatsoever, shall be erected or placed on the route of the proposed railway on the land to be acquired by the Company between Weld Road and the boundary of the borough of Southport;
3. The Company shall, at their own expense, erect a carriage bridge over the railway at Weld Road in continuation of and in connexion with the said road, of the same width between the walls as 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

A.D. 1882.

between the embankments of the property between Westcliffe Road and the railway fences the approaches to the said bridge. The bridge 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 bridge, and open paling fences of the height of four feet six inches put up for the whole length of the approaches on the east and west sides of the railway, allowing for the crossing of the said approaches as herein-before provided. The roadway over the bridge, and the approaches thereto, connected with Weld Road, shall be formed, asphalted, kerbed, channelled, drained, and provided with asphalted footpaths to the satisfaction of the local board;

4. The Company shall, at their own expense, construct a footbridge of a substantial and ornamental character over the railway at a point opposite to Beach Road of the width of eight feet at the least, approached by proper steps on each side of the railway, with twelve inch treads and seven inch risers. In the construction of this bridge the steps on the seaward side shall be so placed as not to obstruct the esplanade carriage drive and footwalk herein-after mentioned;

5. The bridges at Weld Road and Beach Road shall be completed before the railway is opened for traffic;

6. The Company shall, before the railway is opened for traffic, acquire and purchase, at their own expense, sufficient land on the seaward side of their railway fence to form an esplanade on a level with the top of the sea wall herein-after mentioned, and shall, free of all costs, vest such esplanade for ever afterwards in the local board; and the Company shall construct thereon a carriage drive twenty-two feet in width, and a footwalk eight feet in width, commencing at and in continuation of the esplanade at the boundary of the borough of Southport, and ending with a curve at and in connexion with the seaward approach to the carriage bridge at Weld Road. On the seaward side of the whole length of the said esplanade shall be erected and constructed, and for ever after kept in repair by the Company, a substantial sea wall and fence, with posts and rails affixed thereon, similar to the posts and rails fixed on so much of the promenade as lies between the Royal Hotel and Seabank Road, in Southport. The said carriage drive and footwalk shall be constructed, made, paved, asphalted, tiled, drained, kerbed, and

channelled, with all proper gullies, and completely finished by and at the cost of the Company to the satisfaction of the local board, and the surface of the same carriage drive and footwalk shall thereafter be kept in repair by the local board;

7. The Company shall, at their own costs and charges, before the said railway is opened for traffic, acquire and purchase for a good and indefeasible estate in fee simple in possession, free from incumbrances, the whole of the land between the boundary of the borough of Southport and Weld Road, and between the embankments of the property at the back of Westcliffe Road and the railway fence, and shall, free of all costs and charges, convey and vest the same land for a good and indefeasible estate in fee simple in possession, free from incumbrances, to and in the local board, to be used for the purposes of pleasure grounds only, and buildings auxiliary to their use as such pleasure grounds. The Company shall, at their own costs and charges, effectually drain the said land, and for ever after keep the drains in good and effectual working order;

8. The Company shall, at their own costs and charges, erect a good and sufficient brick or stone wall, five feet six inches in height, to form the railway fence along the top of the esplanade from the boundary of Southport to Weld Road, and shall erect open palisading on the other or south side of the line at least four feet in height, the whole length thereof, and shall for ever afterwards keep the same fences in repair;

9. The local board shall at all times 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;

10. The bridges and all and singular the several works to be done and executed by the Company shall be done and executed to the satisfaction of the local board, and both bridges with the approaches thereto respectively shall be for ever kept in repair by the Company;

11. If any difference shall arise between the Company and the local board, or between their respective engineers and surveyors, with respect to any of the matters provided for by this section, the matter in dispute shall be referred to and

A.D. 1882.

determined by an arbitrator to be on the application of either party appointed by the Board of Trade;

12. Except as 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 local board;

13. The local board in this section shall mean the local board for the district of Birkdale.

For protection of Scarisbrick trustees.

22. In carrying Railway No. 1, authorised by this Act, through lands situated between the present enclosed lands in the borough of Southport and the sea or channel of the River Ribble belonging or reputed to belong to or claimed by the trustees acting in execution of the trusts of the will and codicil of the late Charles Scarisbrick, of Scarisbrick Hall (herein-after called the trustees), the following provisions for the protection and accommodation of the trustees shall be obligatory on the Company and the trustees respectively, and have effect accordingly (that is to say):

1. The railway shall be constructed within the limits of deviation delineated on the deposited plans, in the line shown on a plan agreed upon between the Company and the trustees (herein-after called the agreed plan);

2. The trustees to sell and the Company to purchase at the nominal price of five shillings per statute acre the estate and interest of the trustees in the lands coloured pink on the agreed plan required for the railway and works and embankments thereof, and also the land which shall intervene between the railway and the said enclosed lands in the borough of Southport;

3. Within twelve months after the opening of the railway for public traffic the Company shall lay out and maintain or cause or procure such intervening lands to be laid out and maintained as ornamental or recreation grounds for the use of the inhabitants of Southport according to a plan and specification to be submitted to and approved of in writing by the trustees, but no building or other erection whatsoever shall at any time be erected thereon without the previous consent of the trustees in writing;

4. The whole of the purchase money shall be paid on or before the Company enter into possession of any part of the said lands, and in any event not later than two years after the passing of this Act;

5. The conveyance by the trustees to the Company shall be subject to any existing tenant or other rights or easements,

and to the reservation of all mines and minerals, if any, and of all common and commonable rights and waste ground other than the land hereby agreed to be sold lying open or unenclosed within the manor of North Meols, with full and free liberty and power from time to time to enclose, fence in, and improve the same or any part thereof without any interruption or denial of or by the Company; and the Company shall not by virtue of the ownership of any lands hereby agreed to be sold become entitled to any estate, right, or interest whatsoever in any lands seaward of the railway;

6. Before the railway shall be opened for public use, the Company shall, at their own cost, and according to plans and specifications to be submitted to and approved by, and to the reasonable satisfaction of, the trustees or their engineer, make and complete the several roads and other works herein-after mentioned, and the same respectively shall be made and completed in manner and on the conditions following:

(A.) An approach from the existing promenade down to the shore on the north-west side of the railway, by means of a carriage drive and footpath of at least thirty feet in width, as shown on the agreed plan, such carriage drive and footpath to be dedicated to the use of the public, but to be maintained and kept in repair by the Company, unless adopted by the corporation of Southport as a public highway, and repaired by them;

(B.) If and when required by notice in writing from the trustees, the Company to construct and complete a road, delineated on the agreed plan, from the end of Duke Street to the boundary of Birkdale, at a level of twenty-four feet, or thereabouts, above Ordnance datum, and of a width of not less than thirty-six feet, such road to be dedicated to the use of the public, but to be maintained and kept in repair by the Company, unless the same shall be adopted by the corporation of Southport as a highway, and repaired by them;

(C.) Suitable approaches to be provided by the Company from the last-mentioned road to the land intervening between the said enclosed lands and the railway;

A.D. 1882.

(D.) The existing promenade to be raised and carried over the railway by means of a bridge, to be constructed and fenced in an ornamental manner by the Company;

(E.) The passenger station fronting Lord Street to be in line with the fronts of the existing buildings, and to be erected according to an ornamental design;

(F.) The Company to construct, sod, and complete an embankment not less than nine feet above the level of the rails, and not less than three feet in width at the top, with a slope to the south-easterly side not steeper than one foot in eighteen inches along the whole of the south-easterly side of the railway within the land of the trustees;

(G.) The Company to fence the railway on the north-westerly side thereof by an ornamental fence wall not less than five feet six inches above the level of the railway.

7. The Company shall erect their goods station, goods yard, engine sheds, and other works as shown on the agreed plan, and on no other land purchased by them from the trustees, and shall not permit the passage to, from, under, or through the land to be sold to them of any sewage or other offensive matter, on to the sea shore or sea beach on the north-westerly side of the railway;

8. The works herein-before provided for shall be deemed to be in addition to any works which the trustees are entitled to under the provisions of the Railways Clauses Consolidation Act 1845;

9. In case any dispute shall arise touching the meaning of the foregoing provisions of this section, or of any stipulation therein, or concerning the method of executing or maintaining any works to be constructed in pursuance thereof, the same shall be referred to arbitration as provided for by the Railways Clauses Consolidation Act 1845.

Certain lands in Birkdale to be laid out as recreation grounds.

23. The Company shall, within twelve months after the opening of Railway No. 1, by this Act authorised, for public traffic, lay out and maintain, or cause or procure the lands situated westward of the enclosed property on the west side of Westcliffe Road, in the township of Birkdale, to be laid out and maintained as ornamental or recreation grounds for the use of the inhabitants of Birkdale, according to a plan and specification to be submitted to and approved

of in writing by Elias Dorning, of Manchester, civil engineer, or, him failing, by an engineer to be appointed by the President of the Institution of Civil Engineers. A.D. 1882.

Accommodation bridges for owners, &c. in Southport and Birkdale.

24. For the purpose of preserving and maintaining access to the sea shore for the owners, lessees, and occupiers of dwelling-houses in Southport and Birkdale, between Duke Street on the north and Weld Road on the south, the Company shall, before the railway is opened for public traffic, construct two carriage bridges and three foot bridges over the railway, with suitable approaches thereto, such bridges to be inclusive of and not in addition to any other bridges between Duke Street and Weld Road aforesaid, which the Company are to construct under the provisions of this Act. One of such carriage bridges being in continuation of Weld Road and the other of such carriage bridges being in continuation of the esplanade near the western end of Duke Street. The three foot bridges to be of an ornamental character, and to be respectively placed at the points indicated on a plan signed by the Right Honourable William Hale John Charles, Earl of Limerick, the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred, a copy of which plan has been deposited in the office of the Clerk of the Parliaments.

For protection of Southport District Highway Board.

25. The following provisions with respect to so much of the railway as shall be situate within the district of the highway board for the district of Southport shall have effect (that is to say):

1. The Company shall construct and for ever maintain bridges for carrying the highways over the new cut near the Alt Bridge, and near Sutton's farm, according to plans to be signed by and deposited with the clerk of the peace for the county palatine of Lancaster, such bridges and their approaches to have not less than twenty-four feet of roadway between the walls and sides thereof, and gradients not steeper than one in thirty, and to be paved with proper paving setts, except a width of four feet on one side of each of such bridges, and their approaches to be laid out as a foot walk, properly flagged and kerbstoned. The parapets of such bridges shall be of stone, at least four feet six inches in height above the level of the highway for the whole length of the bridges. The position of the bridge over Pinfold Lane (Sutton's Bridge) shall be in accordance with a plan to be approved and signed by the highway board;

A.D. 1882.

2. The parapet walls of the above-mentioned bridges and their approaches shall be constructed as far as can be in a continuous straight line with the existing directions of the respective highways at the points where such bridges are to be erected, as shown on the said deposited plans, and the full length of the approaches to such bridges shall be fenced off from the adjoining lands with neat timber palings of the height of four feet six inches;

3. The Company shall construct and for ever maintain a footbridge of a width of three feet at the least, with suitable timber hand-rails four feet in height, properly fenced with upright rails not more than four inches apart, in lieu of and in substitution for the existing footbridge near Thomas Formby's farm, and shall also construct and for ever maintain a footbridge of a width of three feet at the least, with suitable brick parapets on both sides, of a height of four feet at the least, in lieu and substitution of the existing footbridge called Rail Bridge leading to Altcar Church;

4. The Company shall construct and for ever maintain a bridge of stone, brick, or iron, thirty feet wide, with parapets four feet six inches in height, to carry Wood Lane over the proposed drainage cut running alongside the railway, and shall also construct and for ever maintain a bridge of stone, brick, or iron, twenty-five feet wide, with parapets four feet six inches in height, to carry Moss Lane over the same drainage cut;

5. When the approach from Fleam Bridge as reconstructed shall join the present road leading from Altcar to Formby the Company shall have the power to raise the road if necessary, and shall reconstruct the road so that it shall have a gradient of 1 in 30 on either side until it reaches the present level of the roadway, and such bridge and approach shall for ever be maintained by the Company;

6. The Company shall divert, reconstruct, and afterwards maintain all cuts, ditches, sough and culverts along the approaches to and interfered with by the above-mentioned bridges, and all such other cuts, ditches, sough and culverts, under and adjoining such bridges and approaches as may be interfered with by the Company in the construction of the drainage works, or as may be reasonably required from time to time by the Southport District Highway Board;

7. All the above works shall be constructed to the satisfaction in all respects of the highway board, or anyone appointed on its behalf;

8. 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. "Drainage works" shall mean the works referred to and to be carried out under an agreement, dated the twentieth day of June one thousand eight hundred and eighty-one, and made between Walter Smith, Samuel Boothroyd, George Chamberlain, George Curzon Dobell and Thomas Weld Blundell, of the first part, the Right Honourable William Philip, Earl of Sefton, of the second part, Leon Remy de Biaŭdos Scarisbrick, Marquis de Casteja, of the third part, the said Thomas Weld Blundell of the fourth part, and the Reverend Lonsdale Formby of the fifth part, and any modification of such works.

For protection of Sefton District Highway Board.

26. In constructing the railway and works by this Act authorised through the district of the highway board of the Sefton district (in this section called "the said board") the following provisions shall have effect (that is to say):

1. The Company shall, on payment to the said board of the sum of two hundred pounds (to be held by the said board for the purpose of improvements of highways in the townships of Aintree and Netherton, or either of them, within the meaning of the forty-eighth section of the Highway Act 1864), be at liberty to divert the highway leading from Liverpool to Ormskirk, in the township of Aintree, and also in the township of Netherton, between the places marked A and B respectively on the deposited plans, but each of such diversions of the said highway shall be made in the manner shown on the plan submitted to and approved by the said board, and annexed to an agreement dated the eighteenth day of June one thousand eight hundred and eighty-one, and made between the said board of the one part, and Walter Smith, Samuel Boothroyd, George Chamberlain, George Curzon Dobell, and Thomas Weld Blundell, of the other part; each of such diversions of the said highway to be made in the line and direction coloured black on the said plan, and in such manner and on a curve with such a radius as may be agreed upon between the said board

27 & 28 Vict. c. 101.

A.D. 1882.

and the said Company: Provided always, that the Company shall be under no obligation to see to the application of the said sum of two hundred pounds;

2. Where the said highway shall be diverted as aforesaid the same shall be reconstructed as a macadamised road, and all works affecting the same shall be carried out by and at the expense of the said Company under the superintendence of the district surveyor of the said board, and in strict accordance with plans, specifications, and sections to be prepared by the district surveyor of the said board; and the said board shall prescribe on the said plan the width of the portions of the highway so to be reconstructed as aforesaid;

3. The width and height of the arch at each of the crossings of the said railway over the said highway shall be not less than those prescribed for turnpike roads by the forty-ninth section of the Railways Clauses Consolidation Act 1845;

4. The Company shall fence the portions of the said highway so diverted and reconstructed as aforesaid with a good strong post and rail fence, and at the proper season of the year plant a quickthorn fence inside the said post and rail fence;

5. The Company shall maintain and keep in repair the portions of the highway so to be reconstructed as aforesaid for the first year after the same shall have been completed to the satisfaction of the said board;

6. In case the yard belonging to the said board in Aintree be acquired by the Company for the purpose of their undertaking, the said board shall be supplied by the Company with a yard containing about one thousand superficial yards of land for a stone depôt, near the present yard belonging to the said board in Aintree, and whether the first-mentioned yard be acquired as aforesaid or not the Company shall also supply the said board with a yard near Dunnings Bridge, in the township of Netherton, containing two hundred superficial yards or thereabouts. Both or either of the said yards, as the case may be, to be supplied and conveyed to the said board by the Company free of cost;

7. The Company will indemnify the said board from all actions, suits, costs, charges, damages and expenses which they may incur or sustain by reason of the execution by the Company of any of the aforesaid works, or of any obstruction of the said highways during the execution of such works, and will pay all reasonable costs, charges, and expenses of the said board of and incidental to the opposition of the said board to

the passing of the Southport and Cheshire Lines Extension Railway Acts 1881 and 1882, and of and incidental to the diversions aforesaid, and of and incidental to the said agreement, dated the eighteenth day of June one thousand eight hundred and eighty-one, and consequent thereupon, including any expense which the said board may be occasioned relative to the reconstruction of the said highway and the superintendence of the works by the district surveyor or any person appointed by him;

8. The whole of the works to be executed and done by the Company as aforesaid shall be completed to the satisfaction of the said board;

9. In case any dispute or difference shall arise between the said board and the said Company, the matter in difference shall be referred to two arbitrators or their umpire, in accordance with the provisions in that behalf contained in the Common Law Procedure Act 1854, or any then subsisting statutory modification thereof. 17 & 18 Vict. c. 125.

Provision for the Leeds and Liverpool Canal Company.

27. Section thirty-two of the Southport and Cheshire Lines Extension Railway Act 1881 (for the protection of the company of proprietors of the canal navigation from Leeds to Liverpool, in this section called "the canal company") shall extend and apply to the substituted railway to be made across the canal, towing-path, works, and lands of the canal company under the powers of this Act as if the said section thirty-two were re-enacted and formed part of this Act.

For the protection of the Southport Waterworks Company.

28. Sections forty, forty-one, forty-two, forty-three, and forty-four of the Southport and Cheshire Lines Extension Railway Act 1881, shall be read with and deemed to form part of this Act.

As to future accretions.

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

A.D. 1882.

that such raising, reclamation, or cesser has been gradual or imperceptible, or has been wholly or partially caused either by the works by this Act authorised or otherwise.

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

30. Whereas, pursuant to the standing orders of both Houses of Parliament, and to an Act passed in the session of Parliament held in the ninth and tenth years of Her present Majesty, chapter twenty, a sum of six thousand one hundred and twenty pounds thirteen shillings Three Pounds per Centum Consolidated Bank Annuities, being five per centum upon the amount by which the estimate in respect of the railways authorised by this Act exceeds the expense of the portion of railway by this Act directed to be abandoned, 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 in this Act referred to as "the deposit fund"): Be it enacted that, notwithstanding anything contained in the said recited 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 or is 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 said railway for the public conveyance of passengers: Provided that if within such period as aforesaid the Company open any portion of the said railway for the public conveyance of passengers, then, on 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, order the portion of the deposit fund so specified in the certificate as aforesaid to be paid or transferred to them or as they shall direct, and the certificate of the Board of Trade shall, if signed by the secretary or by an assistant secretary of the said Board, 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 recited Act to the contrary notwithstanding.

Application of deposit.

31. If the Company do not previously to the expiration of the period limited by this Act for the completion of the railway hereby authorised to be made complete the said railway, and open

it for the public conveyance of passengers, then, in every such case, the deposit fund or so much thereof as shall not have been paid or transferred 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 may have been interfered with or otherwise rendered less valuable by the commencement, construction or abandonment of the said railway or any portion thereof, or who may 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 shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the court may seem fit, and if no such compensation shall be payable, or if a portion of the deposit fund shall have 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 shall accordingly be paid or transferred to or for the account of Her Majesty's Exchequer, in such manner as the court thinks fit to order on the application of the Solicitor to 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 benefit of the creditors thereof: Provided, that until the deposit fund shall have been repaid to the depositors, or shall have become otherwise applicable as hereinbefore mentioned, any interest or dividends accruing thereon 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.

32. 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.

Railways to form part of Company's undertaking.

33. The railways by this Act authorised shall, for the purposes of tolls and charges, and all purposes whatsoever, be part of the undertaking of the Company.

Classification table of goods to be

34. The book tables or other document in use for the time being containing the general classification of goods carried by goods

A.D. 1882.

or merchandise train on the railway shall during all reasonable hours be open to the inspection of any person without the payment of any fee, at every station at which goods or merchandise are received for transmission, and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling.

open to inspection and copies kept for sale.

Terminal charges (if any) to be specified on application.

The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railway render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided, and the charge for conveyance over the railway shall be distinguished from the terminal charges if any, and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified.

If the Company fail to comply with the provisions of this section, they shall for each offence, and in the case of a continuing offence for every day during which the offence continues, be liable to a penalty not exceeding five pounds which penalty may be recovered and applied in the same manner as penalties imposed by section 14 of the Regulation of Railways Act 1873.

36 & 37 Vict. c. 48.

Company to abandon portion of line authorised by Act of 1881.

35. The Company shall abandon the construction of so much of the railway authorised by the Act of 1881 as was intended to be situated between the point marked five furlongs and the point marked two miles five furlongs from the commencement of that railway, as shown on the deposited plans thereof, as such portion of railway will be rendered unnecessary by the construction of the Railway No. 2 in this Act described.

Compensation for damage to land by entry, &c. for purpose of railway abandoned.

36. The abandonment by the Company under the authority of this Act of any portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out the line of railway; and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise, as regards such lands, of any of the powers contained in the Railways Clauses Consolidation Act 1845, or the Act of 1881.

A.D. 1882.

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

37. Where, before the passing of this Act, any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portion of the railway or works authorised to be abandoned by this Act, the Company shall be released from all liability to purchase or to complete the purchase of any such lands, but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845, as amended by any subsequent Act, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Agreements as to drainage works.

38. The Company may from time to time make and carry into effect agreements and arrangements with the owner or owners of any lands adjoining or near to the railway with respect to—

The formation of cuts, culverts, drains, and other such works for draining and protecting the railway and works and such adjoining or adjacent lands from being flooded;

The acquisition of land required for any such drainage works, and the cost and maintenance of such works.

Agreements with corporation of Southport and Birkdale Local Board.

39. The Company may from time to time make and carry into effect agreements with the corporation of the borough of Southport, and the Birkdale Local Board, or either of those bodies, with respect to the following purposes, or some of them, namely:

The occupation for the purposes of the Company's undertaking of lands or property vested in or under the control or management of the said corporation or board;

The construction of railways, works, and buildings in, over, or under such lands or property;

The construction of approaches and accesses to and communications through the property to be acquired by the Company;

The construction or diversion and use of streets, esplanades, subways, sewers, drains, tramways, junctions, and other works;

The payments to be made by either of the parties towards the construction and maintenance of any such works and conveniences.

Saving rights of lords of the manor of North Meols.

40. Except as is by this Act otherwise expressly provided, nothing contained in this Act shall in any manner take away, alter,

A.D. 1882. abridge, injure, prejudice, or otherwise affect any right, property, estate, or interest, of whatsoever nature, of, in, to, over, or in respect of the shore or bed of the sea, belonging to, or enjoyed, or exerciseable by, or reputed to belong to, or enjoyed, or exerciseable by Thomas Part, Philip Henry Chambers, and Charles Thomas Part, as trustees acting in execution of the trusts of the will of Charles Scarisbrick, Esquire, deceased, and Edward Fleetwood Hesketh, Esquire, or any or either of them, or the heirs or assigns of them, or any or either of them, in respect of, or incident, or appurtenant to the manor of North Meols, in the county of Lancaster, or of, in, to, over, or in respect of any land, soil, tenements, or hereditaments or any rights of what nature soever, belonging to, or enjoyed, or exerciseable, or reputed to belong to, or to be enjoyed, or exerciseable by the said Thomas Part, Philip Henry Chambers, and Charles Thomas Part, as such trustees as aforesaid, and the said Edward Fleetwood Hesketh, or any or either of them, or the heirs or assigns of them, or any or either of them.

Saving rights of lord of the manor of Birkdale.

41. Except as is by this Act otherwise expressly provided, nothing contained in this Act shall in any manner take away, alter, abridge, injure, prejudice, or otherwise affect any right, property, estate, or interest, of whatsoever nature, of, in, to, over, or in respect of the shore or bed of the sea belonging to or enjoyed or exerciseable by, or reputed to belong to, or enjoyed or exerciseable by, Thomas Weld Blundell, Esquire, his heirs or assigns, or the person or persons for the time being entitled to the manor of Birkdale, in the county of Lancaster, in respect of, or incident, or appurtenant to such manor, or of, in, to, over, or in respect of any land, soil, tenements, or hereditaments, or any rights of what nature soever belonging to, or enjoyed, or exerciseable, or reputed to belong to, or to be enjoyed, or exerciseable by, the said Thomas Weld Blundell, his heirs or assigns, or the person or persons for the time being entitled to such manor.

Saving for rights of duchy of Lancaster.

42. All the provisions of this Act shall be subject to the provisions of sections fifty-nine and sixty of the Southport and Cheshire Lines Extension Railway Act 1881 ("saving rights of the duchy of Lancaster" and "authorising dealings with property of the duchy of Lancaster") as if those sections were repeated in this Act; and those sections shall have effect as if each of the provisions contained in this Act were in this Act respectively expressed to be subject to the said sections, and as if expressions in the said sections referring to the Company referred also to any corporation, sanitary or other local authority, and also to any other body or person by

whom anything is by this Act required or authorised to be done, and the effect of this section shall not be restricted by any particular provision of this Act, nor shall any particular work, matter, or thing mentioned in this Act be construed to be excepted out of the said sections or this section.

Interest or dividend not to be paid on calls paid up.

43. 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 herein contained shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

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

Provisions as to general Railway Acts.

45. Nothing in this Act contained shall exempt the railways of the Company from the provisions of any general Act relating to railways or to 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.

Costs of Act.

46. 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.

LONDON: Printed by George E. B. Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1882.