ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. ccxcvi.

An Act for vesting the Undertaking of the *Saint Helen's* Canal and Railway Company in the *London and North-western* Railway Company.

[29th *July* 1864.]

WHEREAS the *Saint Helen's* Canal and Railway Company (who are meant when the Expression "the *Saint Helen's* Company" is herein-after used) were originally incorporated in the Year One thousand eight hundred and thirty under the Name of the *Saint Helen's and Runcorn Gap* Railway Company by *An Act for making a Railway from the* Cowley Hill *Colliery in the Parish of* Prescot *to* Runcorn Gap *in the same Parish (with several Branches therefrom), all in the County Palatine of* Lancaster, *and for constructing a Wet Dock at the Termination of the said Railway at* Runcorn Gap *aforesaid;* (11 G. 4. & 1 W. 4. c. lxi.) and by an Act passed in the Year One thousand eight hundred and forty-five, "for uniting the *Sankey Brook* "Navigation with the *Saint Helen's and Runcorn Gap* Railway, and "for other Purposes," (8 & 9 Vict. c. cxvii.) the Name of the Company was changed to that of "The *Saint Helen's* Canal and Railway Company," and the Company acquired the *Sankey Brook* Navigation, in the County of *Lancaster*, constructed under the Authority of various Acts of Parliament,

11 G. 4. & 1 W. 4. c. l.

which were amended and consolidated by an Act passed in the Year One thousand eight hundred and thirty, "to consolidate and amend "the Acts relating to the *Sankey Brook* Navigation in the County of "*Lancaster*, and to make a navigable Cut from the said Navigation at "*Fidler's Ferry* to communicate with the River *Mersey* at *Widness* "*Wharf*, near *West Bank*, in the Township of *Widness* in the said "County:" And whereas by various Acts of Parliament which are enumerated in the Schedule hereto (and which are herein-after sometimes referred to by the Year in which they were passed) the Powers of the *Saint Helen's* Company have been varied and extended: And whereas the Undertaking of the *Saint Helen's* Company consists of a Main Line of Railway from the Town of *Saint Helen's* to the Dock at *Widnes* on the *Mersey*, with certain Branches therefrom, of a Canal between the said Places, of the said Dock at *Widnes*, and of another Dock at *Garston* on the *Mersey*; and also of a Line of Railway from *Warrington* to *Garston*, and of a Branch or Extension Northward of their Railway from *Saint Helen's* to *Rainford*: And whereas the Capital of the *Saint Helen's* Company consists of certain Sums in Stock and Shares, which Sums are stated in the Second Schedule to this Act; and the Company have been also authorized to borrow on Mortgage of their Undertaking various Sums of Money, which are likewise stated in the same Schedule: And whereas the said Undertaking is traversed by the *London and North-western* Railway, at a few Miles South of *Saint Helen's*; and to reach any Places of Importance most of the Traffic using the *Saint Helen's* Railway passes over the *London and North-western* Railway; and by virtue of "The *London and North-western and Saint Helen's* Railway Companies (Arrangements) Act, 1860," the *Saint Helen's* Company are required to grant to the *London and North-western* Railway Company a Lease for Twenty-one Years of that Portion of their Undertaking which consists of the Railway between *Warrington* and *Garston*, such Lease being renewable and renewed on the same Terms and Conditions as between the Two Companies themselves indefinitely, subject however to the Sanction of Parliament: And whereas by other Statutes and by Agreements there subsists between the Undertakings of the Two Companies a close Connexion for the Purposes of Traffic, and it would conduce to the public Convenience if the Undertaking of the *Saint Helen's* Company were vested in the *London and North-western* Railway Company, and both the said Companies are desirous that such an Arrangement should take place upon the Conditions herein-after contained; but inasmuch as this Object cannot be accomplished without the Authority of Parliament: May it 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. The

The Saint Helen's Canal and Railway Transfer Act, 1864.

Defining Undertaking of St. Helen's Company.

1. The Undertaking of the *Saint Helen's* Company, to which the Provisions of this Act apply is hereby declared to be the several Railways, Branches, and Extensions, Canals, Docks, Wharves, Stations, Sidings, Approaches, Buildings, fixed Plant, and all other Works, whether complete or incomplete, and all the Land, and all other the Property, Estate, Monies, and Assets, whether real or personal, which on the First Day of *July* One thousand eight hundred and sixty-four belonged to or were vested in the *St. Helen's* Company, and also the Rights, Interests, or Estate which the same Company possesses in any Railways, Stations, or Works, jointly or in common, with any other Company, and also all Rights, Powers, and Privileges, Interest or Estate, which they enjoy or are entitled to exercise over other Undertakings.

Dissolution thereof and vesting of its Undertaking in the London and North-western Railway Company.

2. Upon and from the passing of this Act the *Saint Helen's* Company shall be dissolved, excepting for the Purpose of winding up its Affairs and its Undertaking, as herein-before defined, and all its Estate, Right, Title, and Interest in and to the said Undertaking, and all the Rights, Privileges, Easements, Powers, and Authorities incident to or affecting the same shall, subject to the existing Charges, Debts, Leases, Covenants, Contracts, Obligations, and Liabilities of the said Company then affecting the same, become and be absolutely vested in the *London and North-western* Railway Company, and shall and may be held, possessed, enjoyed and used, exercised, and executed by the last-mentioned Company in the same Manner and to the same Extent as they respectively were or could or might, if this Act had not passed, have been held, possessed, enjoyed, used, exercised, or executed by the *Saint Helen's* Company, and thereupon and thenceforth the Undertaking of the *Saint Helen's* Company shall become Part of the Undertaking of the *London and North-western* Railway Company, and shall be called and known by the Name of "The *London and North-western* Railway:" Provided always, that all Monies in the Hands of the *Saint Helen's* Company on the Thirtieth Day of *June* One thousand eight hundred and sixty-four and all Monies due to them on that Day shall be received by them, and on the other hand the same Company shall pay all Debts other than Mortgage Debts which were owing on that Day.

26 & 27 Vict. c. 92. incorporated.

3. Part Five of "The Railways Clauses Act, 1863," relating to Amalgamation, and also so much of Part One of that Act as relates to level Crossings, shall form Part of this Act, and shall apply to all the Lines of Railway and Branches therefrom belonging to or vested in the *St. Helen's* Company, whether constructed before or since the passing of "The Railways Clauses Consolidation Act, 1845."

Providing for Payment of Interest

4. The *London and North-western* Railway Company shall be liable to pay the Interest on the Mortgages of the *St. Helen's* Company

and Dividends.

Company accruing from the First Day of *July* One thousand eight hundred and sixty-four, and also the Dividends accruing from that Date on the Preference Stock or Shares of the *St. Helen's* Company at the Rate now secured to such Stock and Shares: Provided that such Preferential Stock or Shares do not exceed the Sums mentioned in the Schedule to this Act.

As to ordinary St. Helen's Stock.

5. The *London and North-western* Railway Company shall also be liable to pay to every Holder of the ordinary Stock of the *Saint Helen's* Company Dividends at the following Rates; namely,

For the Year ending on the Thirtieth Day of *June* One thousand eight hundred and sixty-five, at the Rate of Four *per Centum per Annum* upon the Amount of the Stock held by him;

For the Year ending on the Thirtieth Day of *June* One thousand eight hundred and sixty-six, at the Rate of Four Pounds Ten Shillings *per Centum per Annum;*

And for every subsequent Year at the Rate of Five *per Centum per Annum:*

Provided always, that the Payments so to be made by the *London and North-western* Railway Company upon the *Saint Helen's* Railway Stock shall be deemed to have accrued due for the Half Year commencing the First Day of *July* One thousand eight hundred and sixty-four, and on the other hand all the Tolls, Rates, Rents, and Revenue of the *Saint Helen's* Company which shall have accrued from that Day shall belong to the *London and North-western* Railway Company: Provided also, that the ordinary Share Capital of the dissolved Company on which the Dividend so reserved is payable shall not exceed the Amount stated in the Schedule hereto.

Limiting Capital of dissolved Company.

Power to London and North-western Company to raise additional Capital.

6. It shall be lawful for the *London and North-western* Railway Company to create the additional Capital necessary for the Conversion of the Shares and Stock of the *Saint Helen's* Company in the Manner herein-before provided, such Stock bearing the several Rates of Dividend to which such Shares and Stock are by this Act respectively entitled; and it shall also be lawful for the same Company to raise from Time to Time additional Capital for the Purpose of redeeming the "Redeemable Shares" of the *Saint Helen's* Company mentioned in the Schedule to this Act, which Shares the *London and North-western* Railway Company are hereby authorized to redeem, upon the Terms and Conditions specified concerning them respectively at the Time of the Creation thereof; and the *London and North-western* Railway Company may attach to the last-mentioned additional Capital a Preference or Priority of Dividend; and the Provisions in "The Companies Clauses Act, 1863," (Part II.) relating to additional Capital shall for the Purposes of such last-mentioned additional Capital be incorporated with this Act.

7. Any

Providing for Exchange of Certificates.

7. Any Proprietor of Shares or Stock in the *St. Helen's* Company who shall deliver the Certificate for such Shares or Stock at the principal Office of the *London and North-western* Railway Company to be exchanged and cancelled, shall on and after the First Day of *December* One thousand eight hundred and sixty-four receive in the Stead of such Certificate another Certificate for Stock of the same nominal Value in the *London and North-western* Railway Company, which Certificate shall bear the Name of "*London and North-western* (*St. Helen's*) Railway Stock," and shall bear also the Name or Quality of such Stock and shall entitle the Holders thereof to the Dividends payable half-yearly attaching to such Stock: Provided always, that until such Exchange the Certificates for Shares and Stock in the *St. Helen's* Company shall have and possess the same Rights and Advantages as would be incident to such Certificates if they had been issued under the Provisions of this Enactment.

Proprietors of St. Helen's Stock not to vote.

8. The Proprietors of *London and North-western* (*Saint Helen's*) Railway Stock shall not be entitled to vote or otherwise take Part in the Meetings of the *London and North-western* Railway Company.

Accommodation Works for the Benefit of Messrs. Crosfield, Brothers, and Co.

9. Whereas Messrs. *Crosfield*, Brothers, and Company are the Owners and Occupiers of extensive Alkali Works, situate partly on the Angle formed by the Junction of the *Gerard's Bridge* Branch with the Main Line of the Canal of the *Saint Helen's* Company, and partly on the opposite Side of the said Main Line of the Canal; and it is expedient that they should be authorized, at their own Expense, to make the Bridge herein-after mentioned for the more commodious Use of their Works: Be it enacted, That it shall be lawful for Messrs. *Crosfield*, Brothers, and Company, or other the Owners and Occupiers for the Time being of the said Works, or of the Site thereof, all which said Persons are herein-after referred to by the Expression "Messrs. *Crosfield* and Company," at any Time after the passing of this Act, at their own Expense, in all respects, and subject to the following Provisions, to construct, and for ever thereafter maintain, a good and sufficient Swing Bridge, of a Width not exceeding Nine Feet, across that Part of the Main Line of the said Canal immediately above the upper Lock which separates the different Portions of the said Works, and also maintain all Pipes now existing underneath the said Canal:

The Plans and Sections of any proposed Works shall be submitted to the *London and North-western* Railway Company for their Approval previous to the Commencement of such Works; and in case they and Messrs. *Crosfield* and Company shall be unable to agree as to the Nature of the Works to be constructed, or the Time and Manner of carrying out the same, or the Materials to be employed, or otherwise in relation thereto, the Subject Matter

in dispute shall be referred to Arbitration, in conformity with the Provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration; the Swing Bridge shall at all Times belong to and be opened and shut by and at the Expense of Messrs. *Crosfield* and Company, and shall always be used so and in such Manner as not to prevent or obstruct the working of the said Canal.

As to Land of Cotham's Trustees.

10. Whereas the *St. Helen's* Railway Company are bound to construct a Bridge over their Canal at *St. Helen's* for the Trustees of *Sarah Cowley's* Charity, by Agreement under the Seal of that Company, dated Twelfth of *June* One thousand eight hundred and fifty-seven: And whereas in pursuance of a Memorandum of Agreement made on the Twenty-ninth *April* One thousand eight hundred and fifty-seven, between *Arthur Sinclair*, the Secretary of and on behalf of the said Company, and *Herman Walmsley*, for himself and his Co-Trustees, acting under the Will of *William Penkitt Cotham* Esquire, the said Company have purchased, on Rentcharge, certain Lands adjoining the Station of the same Company at *St. Helen's*, and have constructed Part of their Railway and Works thereon: Be it therefore enacted, That, in pursuance of the said Agreements, the *London and North-western* Railway Company shall within Twelve Months from the passing of this Act, in a good and substantial Manner form, construct, and complete, and for ever afterwards maintain, the Bridges and other Works in such Agreements or either of them mentioned, and shall take a Conveyance of the Land agreed to be taken from the Trustees of the said *William Penkitt Cotham*, either subject to a Rentcharge upon their Undertaking, for the yearly Sum or Sums of Money expressed and agreed to be paid for the same in and by the said Memorandum of Agreement, dated the Twenty-ninth Day of *April* One thousand eight hundred and fifty-seven, or by paying Twenty-five Years Purchase in lieu of such Rentcharge.

Railway to be kept open.

11. The *London and North-western* Railway Company shall at all Times hereafter keep open to the Public, and efficiently maintain and work for the Purposes of all Traffic to or from any other Line of Railway the Railway hereby transferred to them, and shall afford Facilities equal to those afforded to the Traffic of the *London and North-western* Railway Company for the receiving, booking, forwarding, and delivering of all such Traffic over the same: And if Complaint shall be made to the Court of Common Pleas that the said Company are acting in contravention of this Provision, it shall be lawful for the said Court to take all such Proceedings and to make all such Inquiries into the Reasonableness of such Complaint and to enforce all such Orders against the Company as if this Enactment had

had been contained in "The Railway and Canal Traffic Regulation Act, 1854."

As to Tolls on Railway.

12. Except as otherwise expressly provided by this Act, the Tolls, Rates, and Charges to be demanded by the *London and North-western* Railway Company, for and in respect of the Railways hereby transferred to them, shall be the same as are or may be demandable by them for or in respect of their own Railways, and shall be charged equally to all Companies and Persons using the said Railways: Provided that such Tolls, Rates, and Charges shall be calculated as though the *London and North-western* Railway and the Railways hereby transferred formed a continuous Railway of the *London and North-western* Railway Company.

Rates for local Traffic.

13. Provided also, That it shall not be lawful for the *London and North-western* Railway Company to demand or receive any greater Toll, Rate, or Charge than the following in respect of the Matters herein-after stated:

For Stone, Sand, Clay, Slates, Bricks, and Limestone, conveyed to and from *St. Helen's and Widnes* Dock, One Shilling and Twopence *per* Ton, and if conveyed between *St. Helen's and Garston* Dock, One Shilling and Eightpence *per* Ton, which Charges of One Shilling and Twopence and One Shilling and Eightpence respectively shall include Dock Dues, receiving from the Ship and loading on the Waggons, or the unloading from the Waggons and Delivery to the Ship, and also the Use of Waggons:

For Pyrites, Manganese, Copper Ore, Emery Stone, Plaster Stone, Salt, Timber, and Merchandise conveyed between *St. Helen's and Widnes* Dock, One Shilling and Eightpence *per* Ton, and if conveyed between *St. Helen's and Garston* Dock Two Shillings and Twopence *per* Ton, which Charges of One Shilling and Eightpence and Two Shillings and Twopence *per* Ton respectively shall include Dock Dues, receiving from the Ship and loading on the Waggons, or the unloading from the Waggons and Delivery to the Ship, and also the Use of Waggons:

For all Traffic conveyed between *Widnes* Dock, or that Portion of the *Sankey* Canal between *Westbank* Locks and the First Bridge crossing such Canal, and the Sidings of any Works or Manufactories in the Township of *Widnes* directly communicating with the Lines of Railway hereby transferred, Eightpence *per* Ton; and for Traffic conveyed between *Garston* Dock and such Sidings One Shilling and Threepence *per* Ton, which Charges of Eightpence and One Shilling and Threepence *per* Ton respectively shall include Dock Dues, receiving from the Ship and loading on the Waggons, or the unloading from the Waggons and Delivery to the Ship, and also the Use of Waggons:

For

For all Traffic conveyed from the Sidings of any Works or Manufactory in the Township of *Widnes* directly communicating with the Railways hereby transferred to the Sidings of any other Works or Manufactory in the said Township, Sixpence *per* Ton:

For all Merchandise other than Coal or Refuse conveyed from the Works of one Manufacturer having a Siding directly communicating with the Lines of the *Saint Helen's* Railway to those of any other Manufacturer having a Siding directly communicating with such Lines, and not more than Three Miles distant by Railway from such other Siding, Ninepence *per* Ton, which Charge shall include the Use of Waggons, but not Porterage:

The Tolls, Rates, and Charges hereby granted for Traffic to and from *St. Helen's* shall include the taking Waggons with Goods to and from the Sidings directly communicating with the Lines of the *St. Helen's* Railway, not being more than Two and a Quarter Miles Northward of *Sutton Oak* Junction:

If any of the foregoing Articles are placed, at the Desire or by the Default of the Owner or Consignee, on the Wharves either of *Widnes* or of *Garston* Dock, the *London and North-western* Company may charge by way of Wharfage Rate any Sum not exceeding Fourpence Halfpenny *per* Ton, and if such Articles remain on the said Wharves longer than One Month the Company may charge any additional Sum not exceeding One Penny Halfpenny *per* Ton for every Month or Part of a Month beyond the First Month during which they remain on the said Wharves:

For all Coal conveyed in Owner's Waggons from any Colliery on the *St. Helen's* Railway, not being more than Sixteen Miles from *Garston* Dock to that Dock, including the Charge for the Use of the Dock, One Shilling and Threepence *per* Ton; and if the Owner supplies locomotive Power, there shall be a Deduction from the said Charge of Fourpence *per* Ton:

For Alkaline Waste, Slag, and other Refuse conveyed exclusively on the Railways hereby transferred, the Rates authorized to be charged for Slack.

No Charge for Delivery to or taking from Sidings.

14. The Delivery of Waggons into and the taking the same from Sidings communicating with the Railway hereby transferred, as heretofore performed by the *St. Helen's* Company, shall not be deemed to be such a Delivery and Collection as shall entitle the Company to any Charge in respect thereof beyond the Rates hereinbefore provided.

London and North-western Com-

15. The *London and North-western* Railway Company, when requested so to do by any Person occupying Works or Manufactories adjacent

adjacent to and having Sidings connected with the Railways hereby transferred, shall, at all reasonable Times, and with all due Diligence, provide Waggons proper and sufficient for the Conveyance of all Traffic passing exclusively on the Lines of Railway hereby transferred, except Coal Slack, and other Fuel and Cinders, Slag, Alkaline Waste, and other Refuse Materials. pany to provide Waggons.

16. For any Article for which the *London and North-western* Company are not compellable to provide and do not provide Waggons, a Deduction of One Eighth of a Penny *per* Ton *per* Mile shall be made from the Rates chargeable by the *London and North-western* Company for the Conveyance of such Articles over the *St. Helen's* Railway. Allowance for Waggons found by Traders.

17. The *London and North-western* Railway Company shall at all Times hereafter afford such Accommodation and Facilities in all respects for all Traffic upon the said Canal, Railways, and Docks, and the Sidings connected with the said Railways, as at the Time of the passing of this Act are afforded for such Traffic by the *Saint Helen's* Company: Provided always, that no such Facilities shall be required of the Company as may obstruct the general Traffic on the Railway or the Safety of the Public; and in case of any Difference as to the Meaning of this Clause or Proviso, the same shall be settled by Arbitration in manner herein-after provided. Same Facilities to be afforded as heretofore by Saint Helen's Company.

18. Any Persons occupying Works or Manufactories adjacent to, and having Sidings directly communicating with, the Railways hereby transferred, may jointly or separately provide and use their own Locomotive Engines, Waggons, and Servants on the Railways hereby transferred, for the Conveyance thereon of their own Fuel and Refuse; and the *London and North-western* Railway Company shall furnish a proper Supply of Water for the Engines so employed, on Payment of a reasonable Price for the same, to be from Time to Time in case of Difference determined by Arbitration, and shall be allowed, on account of such Use, a Deduction, at the Rate of One Farthing *per* Ton *per* Mile, from any Charge which might be made if the Company supplied such locomotive Power: Provided that in exercising the Power granted by this Enactment the said Persons shall obey the reasonable Byelaws and Regulations of the said Company. Traders may provide locomotive Power.

19. In lieu of the Rates, Tolls, and Duties now leviable under the Acts relating to the Canal hereby transferred, it shall be lawful for the *London and North-western* Railway Company to demand and receive for all Goods, Wares, Merchandise, Minerals, and Commodities whatsoever which shall be carried or conveyed along the Canal hereby Tolls on Canal.

hereby transferred to them the Tolls, Rates, and Duties herein-after mentioned; that is to say,

For every Imperial Ton Weight conveyed on the said Canal, or any Part thereof, above *Sankey Bridges*, but not passing through a Lock, any Sum not exceeding Threepence:

For every Imperial Ton Weight conveyed exclusively on that Part of the said Canal below *Sankey Bridges*, including the Use of the Locks communicating with the River *Mersey*, any Sum not exceeding Twopence:

For every Imperial Ton Weight conveyed on the said Canal, or any Part thereof, above *Sankey Bridges*, and passing through One Lock only, whether double or single, any Sum not exceeding Fourpence Halfpenny:

For every Imperial Ton Weight of Coal, Charcoal, Coke, or Cinders conveyed on the said Canal, and passing through more than One Lock, Eightpence:

For every Imperial Ton Weight of other Minerals or Goods, Wares or Merchandise, conveyed on the said Canal, and passing through more than One Lock, Tenpence.

Exemptions.

20. Provided always, That Limestone for all Purposes, Materials for making and repairing Roads to, or Quays and Wharves upon, the said Canal, or for the private Use of the Persons whose Lands shall have been cut or made use of for the said Canal, Soapers Waste, and all Sorts of Manure for Land, shall not, nor shall any of them, be charged with or liable to pay any Rates, Tolls, or Duties, for the Use of the Canal, but shall be free and exempted from the Payment thereof, anything herein contained to the contrary thereof in anywise notwithstanding.

As to Vessels of less than 35 Tons Burthen.

21. No Vessel of less than Thirty-five Tons Burthen, whether laden or not, shall use any Lock of the said Canal without the Consent in Writing of One of the Collectors of Tolls of the said Company, unless such Vessel shall pay the same Toll as would be payable for Thirty-five Tons of Cargo: Provided that it shall not be lawful to make any Charge for any Vessel going up the Canal for the Purpose of being laden, or returning down the Canal without Cargo after having discharged a Cargo in the said Canal.

Charges for Dockage, loading, &c. at Garston and Widnes.

22. In respect to all Goods and Articles whatsoever not otherwise provided for in this Act, laden on board or discharged from any Vessel which shall come into *Widnes* Dock, the Company shall receive a Sum not exceeding Twopence *per* Imperial Ton, and in respect of the like Accommodation and Services at *Garston* Dock the Sum of Threepence *per* Ton; and for the loading or unloading at *Widnes* or *Garston* of Articles not otherwise provided for, and passing exclusively

exclusively over the Railways hereby transferred, no higher Charge than Twopence Halfpenny *per* Ton shall be demanded.

Proviso for fractional Parts of a Ton.

23. In all Cases where there shall be any Fraction of a Ton, a Proportion of such Toll or Charge shall be demanded and taken for such Fraction, according to the Number of Quarters of a Ton contained therein, and a Fraction of a Quarter shall be deemed a whole Quarter.

Protecting Widnes Traders.

24. In all Cases of Reduction to the *St. Helen's* Manufacturers of the Rates of Charge on Coal or Merchandise on the Railways hereby transferred, a like Reduction shall be made to the *Widnes* Traders if and so far as may be necessary to make the Charge to them the same Per-centage of the maximum Charge as shall be payable by the *St. Helen's* Traders: Provided that this shall not require the Company to reduce their Rate of Twopence *per* Ton for the Use of the Bottom Pond of the Canal.

Sect. 42 of 8 & 9 Vict. c. cxvii. repealed.

25. Section 42 of "The Act, Local and Personal," 8 and 9 *Victoria*, Cap. 117, is hereby repealed.

Maintenance of Canal.

26. The *London and North-western* Railway Company shall and they are hereby required from Time to Time and at all Times hereafter to keep open, cleanse, and maintain the whole of the Canal hereby transferred to them in good Repair and Condition, and well supplied with Water to the Depth of not less than Six Feet Three Inches throughout, and fit for the Purpose of Navigation; and whenever that Company shall find it necessary to reconstruct any Lock on the said Canal the new Lock shall be of not less Dimensions than the Lock now existing on the said Canal at *Newton Common*.

Application to the Board of Trade on Non-compliance by the Company.

27. If the *London and North-western* Railway Company shall fail so to repair, cleanse, and maintain the said Canal, or to reconstruct the said Locks, the Board of Trade shall, on the Complaint in Writing of any Person aggrieved appoint an Arbitrator who shall inquire into the Truth of such Complaint, and shall determine what shall be done by the said Company to remedy the Matter, and within what Time and also what, if any, Damages shall be payable either by way of Demurrage or otherwise by the said Company to the Complainant in respect thereof; the reasonable Expenses and Remuneration of the Arbitrator, and all other Costs of and incident to the Inquiry (to be settled in case of Difference by the Board of Trade, or some Person to be appointed by the Board of Trade for that Purpose,) shall be in the Discretion of the said Arbitrator: Provided always, that before an Arbitrator shall be appointed as aforesaid, the Person complaining shall, if the Board of Trade so require, provide Security for the Costs

which

which may be payable by him under the Award of such Arbitrator as aforesaid, in such Amount and in such Manner as the Board of Trade shall require: Provided also, that no Person who shall have been a Party to such Arbitration shall thereafter have any Right of Action against the said Company in respect of the Matter of such Complaint.

Protection of Access to Widnes Dock.

28. If during the Construction of the Bridge over the River *Mersey* and Works by "The *London and North-western* Railway (Lines near *Liverpool*) Act, 1861," authorized, or within Five Years after the Completion of the said Bridge and Works, the Access or Entrance to the *Widnes* Dock or the *Sankey* Canal, between the *Widnes* Dock Gates and a Line drawn across the River to the Westward of the said Bridge, and parallel to the said Bridge, at a Distance of Seventy-five Yards from the centre Line, as shown on the deposited Plans, shall be impeded or obstructed, or rendered less deep than at the Time of the passing of the said Act, the Company, unless they can prove to the Satisfaction of an Arbitrator who shall from Time to Time be appointed by the Board of Trade, on the Complaint in Writing of any Person aggrieved, that such Impediment, Obstruction, or Damage is to be assigned to some other specified Cause, shall forthwith from Time to Time remove or remedy such Impediment, Obstruction, or Damage, or at their Option construct, at the Expense of the Company, a new Entrance to the *Sankey* Canal below the said Bridge, with all such proper and necessary Works for the Accommodation of such of the Traffic of the *Sankey* Canal or *Widnes* Dock as may be obstructed, or remedy such Impediment, Obstruction, or Damage in any other Manner which such Arbitrator shall direct; and if, after the Expiration of the last-mentioned Five Years, the Entrance to the said Dock and Canal shall be impeded or obstructed, and such Impediment or Obstruction or Damage shall be proved to the Satisfaction of an Arbitrator to be appointed as aforesaid, to be caused by the Execution of such Works as aforesaid, then the Company shall either remove such Impediments or Obstructions, or remedy the same: Provided always, that if any Impediment, Obstruction, or Damage of the same Character as that caused before the Expiration of the said Five Years after the Completion of the said Works shall continue after the Expiration of such Five Years, then the Company shall, unless they can prove to the Satisfaction of an Arbitrator, to be appointed as aforesaid, that such Impediment or Obstruction is to be assigned to some other specified Cause as aforesaid, be liable from Time to Time to remove and remedy any such Impediment or Obstruction or Damage as aforesaid, or construct a new Entrance to the said Canal, or remedy such Obstruction and pay Compensation for the same in the like Manner and to be determined as if the said Impediment, Obstruction, or Damage had been originally caused before the Expiration of the said Five Years after the Completion of the said Works,

Works, the reasonable Expenses and Remuneration of the Arbitrator and all other Costs of and incident to the Inquiry (to be settled in case of Difference by the Board of Trade, or some Person to be appointed by the Board of Trade for that Purpose,) shall be in the Discretion of the said Arbitrator: Provided always, that before an Arbitrator shall be appointed as aforesaid, the Person aggrieved as aforesaid shall, if the Board of Trade so require, provide Security for the Costs which may be payable by them or him under the Award of such Arbitrator as aforesaid, in such Amount and in such Manner as the Board of Trade shall require.

Improvement of Line.

29. The *London and North-western* Railway Company shall in the next Session of Parliament apply for and promote a Bill to enable them to amend and improve the existing Crossing, by the *Warrington* and *Garston* Railway, of the Railway from *St. Helen's* to *Widnes* Dock, and to amend and improve the *Sutton Oak* Junction on the Railway hereby transferred, such Amendments and Improvements being made in the Manner to be prescribed by a Civil Engineer to be selected by the President for the Time being of the Institute of Civil Engineers, or if he declines to make such Appointment, then by *Thomas Elliot Harrison* Civil Engineer, or failing him, by *John Hawkshaw* Civil Engineer.

Power to Lancashire and Yorkshire Company to use Portion of Railway.

30. From and after the passing of this Act, the *Lancashire* and *Yorkshire* Railway Company may run over and use with their own Engines, Carriages, Waggons, Officers, and Servants, and for Traffic of every Description, so much of the Railway now belonging to the *St. Helen's* Railway Company as is situate between the Junction of the said Railway with the *Lancashire and Yorkshire* Railway known as "the *Rainford* Junction," and the Junction of the *Sutton Oak* Junction of the Railway of the *St. Helen's* Company, together with all or any of the Branch Railways of the *St. Helen's* Railway lying Northwards of the *Sutton Oak* Junction, and all the Platforms, Stations, Offices, Watering Places, Water Works, and Conveniences connected with the said Portion of Railway and Branch Railways respectively, upon such Terms and Conditions, and upon Payment of such Tolls, Rates, and Charges, or other Considerations, as failing Agreement between the *London and North-western* Railway Company and the *Lancashire and Yorkshire* Railway Company shall from Time to Time be settled by an Arbitrator, to be appointed by the Board of Trade, on the Application of either of the said Companies: Provided that the Powers to use the said Portion of Railway, Branches, Works, and Conveniences shall be subject to the Bye-laws, Rules, and Regulations for the Time being in force in relation thereto.

Protecting local Traffic.

31. Provided also, That in exercising the Powers granted by the next preceding Enactment, it shall not be lawful for the *Lancashire and Yorkshire* Railway Company (unless with the Consent in Writing of the *London and North-western* Railway Company) to take up at any Station on the Portion of Railway specified in the said Enactment any Passengers, Parcels, Animals, Goods, or Minerals, and to deliver the same at another Station on the same Portion of Railway; and if the *Lancashire and Yorkshire* Railway Company violate this Enactment they shall for every such Violation pay to the *London and North-western* Railway Company any Sum not exceeding Fifty Pounds by way of Penalty.

Provisions of 8 & 9 Vict. c. 20. as to Settlement of Disputes incorporated.

32. All the Provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration, except so far as the same are inconsistent with this Act, shall be incorporated herewith.

Undertaking not exempt from Provisions of present and future General Acts.

33. Nothing herein contained shall be deemed or construed to exempt the said Undertaking or Companies from the Provisions of any General Act relating to Railways or Canals, 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 and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Short Title. Expenses of Act.

34. This Act may be cited as "The *Saint Helen's* Canal and Railway Transfer Act, 1864;" and all the Expenses of obtaining this Act, or preparatory or incident thereto, shall be paid by the *London and North-western* Railway Company.

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SCHEDULES.

SCHEDULE I.

ENUMERATING THE ACTS RELATING TO THE SAINT HELEN'S CANAL AND RAILWAY COMPANY.

11 *Geo.* 4. *and* 1 *Wm.* 4. *cap.* 50.

An Act to consolidate and amend the Acts relating to the Sankey Brook Navigation in the County of Lancaster, and to make a navigable Canal from the said Navigation at Fidler's Ferry to communicate with the River Mersey at Widness Wharf, near Westbank, in the Township of Widness in the said County.

11 *Geo.* 4. *and* 1 *Wm.* 4. *cap.* 61.

An Act for making a Railway from Cowley Hill Colliery in the Parish of Prescot to Runcorn Gap in the same Parish (with several Branches therefrom), all in the County Palatine of Lancaster, and for constructing a Wet Dock at the Termination of the said Railway at Runcorn Gap aforesaid.

4 *and* 5 *Wm.* 4. *cap.* 3.

An Act to enlarge and amend the Powers and Provisions of an Act relating to the Saint Helen's and Runcorn Gap Railway Company.

1 *and* 2 *Vict. cap.* 21.

An Act to enable the Saint Helen's and Runcorn Gap Railway Company to raise a further Sum of Money, and for amending the Provisions of the several Acts relating to such Railway.

8 *and* 9 *Vict. cap.* 117.

An Act for uniting the Sankey Brook Navigation with the Saint Helen's and Runcorn Gap Railway, and for other Purposes.

9 *and* 10 *Vict. cap.* 183.

An Act to enable the Saint Helen's Canal and Railway Company to make a Railway from the Township of Eccleston to the Township of Garston, with Branches therefrom, and Docks at Garston aforesaid, all in the County of Lancaster; the Short Title of which is "The Saint Helen's Canal and Railway Act, 1846."

10 *and* 11 *Vict. cap.* 271.

An Act to enable the Saint Helen's Canal and Railway Company to make Branch Railways to Warrington and to Blackbrook, and to make certain Alterations in their Railway, and also to take a Lease of the Rainford Branch of the London and North-western Railway; the Short Title of which Act is "The Saint Helen's Canal and Railway Act, 1847."

16 *and* 17 *Vict. cap.* 134.

An Act to enable the Saint Helen's Canal and Railway Company to extend their Railway to Rainford, and to enlarge their Stations at Sutton, and for other Purposes relating to the Company; the Short Title of which Act is "The Saint Helen's Canal and Railway Act, 1853."

The Saint Helen's Canal and Railway Transfer Act, 1864.

20 *and* 21 *Vict. cap.* 16.

An Act to authorize the Saint Helen's Canal and Railway Company to increase and regulate their Capital, and for other Purposes relating to the Company; the Short Title of which Act is "The Saint Helen's Canal and Railway Act, 1857."

23 *and* 24 *Vic. cap.* 79.

An Act to authorize the Transfer to the London and North-western Railway Company of Part of the Undertaking of the St. Helen's Canal and Railway Company, and for the Increase of the Capital of the St. Helen's Company; the Short Title of which Act is "The London and North-western and Saint Helen's Railway Companies Arrangements Act, 1860."

SCHEDULE II.

STATEMENT OF CAPITAL AND MORTGAGES OF THE SAINT HELEN'S CANAL AND RAILWAY COMPANY.

Ordinary Stock, Class A, as defined by the St. Helen's Canal and Railway Act, 1857 - - -	£316,800	
Add Stock of Class D converted into Class A -	17,200	
		£334,000
Stock, Class B. Five per Centum as defined by the same Act -		144,000
Stock, Class C. Six per Centum (as so defined) - - -		158,400
Stock, Class D. Four and a Half per Centum, but redeemable at Par (as so defined) - - - -	120,000	
Less converted into Class A. - - -	17,200	
		102,800
Stock, Class E. Four and a Half per Centum, but redeemable at Par, as defined by the same Act - - - -		72,280
Stock, Class F. Six per Centum, but redeemable at Par, as defined by the same Act - - - - -		47,720
Five per Centum Shares, redeemable at Five per Centum Premium, created under the St. Helen's Canal and Railway Act, 1857, and since consolidated into Stock, Class G. - - - -		100,000
Five per Centum Shares, redeemable at Par, created under the London and North-western and St. Helen's Railway Companies Arrangements Act, 1860 - - - - -		100,000
		£1,059,200

MORTGAGES.

Authorized by the Saint Helen's Canal and Railway Act, 1857 -	£319,700
Authorized by the London and North-western and Saint Helen's Railway Companies Arrangements Act, 1860 - - -	33,300
	£353,000

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