CHAPTER clxxxix.

An Act for amending and extending the Wigan Junction Railways Act, 1874, for authorising the construction of additional Railways in Lancashire, and for other purposes. A.D. 1875.

[2d August 1875.]

WHEREAS the Wigan Junction Railways Company (herein-after called "the Company") were by the Wigan Junction Railways Act, 1874, (herein-after called "the Act of 1874,") incorporated and empowered to make certain railways in that Act (section 5) described as railways No. 1, No. 2, No. 3, No. 4, and No. 5 respectively, all in the county of Lancaster (and herein-after collectively referred to as "the authorised railways," and separately referred to by the numbers aforesaid): 37 & 38 Vict. c. cxvii.

And whereas it is expedient that the Company be empowered to abandon parts and to make some alterations and diversions of their authorised railways, and to construct additional and branch railways in connexion with those railways:

And whereas it is expedient that such further powers of agreement as are in this Act contained should be conferred upon the Company with regard to their own undertaking and the undertakings of other companies:

And whereas plans and sections describing the lines, situations, and levels of the intended alterations, diversions, railways, and works, and a book of reference to these plans containing the names of the owners, lessees, or reputed owners and lessees, and the names 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 respective clerks of the peace for the county of Lancaster and borough of Wigan (and are herein-after referred to respectively as "the deposited plans, sections, and book of reference"):

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

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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,)

Short titles.

1. This Act may be cited as "The Wigan Junction Railways Act, 1875," and the Act of 1874 and this Act may be cited together as "The Wigan Junction Railways Acts, 1874 and 1875."

Provisions of certain general Acts incorporated.

2. The following enactments (as far as they are applicable to the purposes of and are not varied by or inconsistent with this Act) are hereby incorporated with this Act; namely,

The clauses and provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters; that is to say,

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of the borrowed money into capital;

The consolidation of the shares into stock;

The making of dividends;

The giving of notices; and

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

The Companies Clauses Act, 1863 (except Part IV. thereof, relating to change of name):

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869 (in this Act called "the Lands Clauses Acts"):

The Railways Clauses Consolidation Act, 1845, and Parts I. and III. (relating respectively to the construction of a railway and to working agreements) of the Railways Clauses Act, 1863.

Interpretation of terms.

3. With respect to the interpretation of terms in and for the purposes of this Act, the following provisions shall have effect; namely,

In this Act, and for the purposes thereof in any enactments incorporated therewith, the term "court of competent jurisdiction" shall have effect as if the debt or demand with

respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute, and the term "superior court" shall include courts of competent jurisdiction within this Act:

In this Act terms have the same meaning as in the enactments incorporated therewith.

Power to make railways, alterations, and diversions according to deposited plans.

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 railway, branch railways, and the alterations and diversions in this section described, with all proper stations, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for that purpose, or for other purposes connected with their undertaking.

The railway, branch railways, alterations, and diversions before in this section referred to and authorised by this Act are:—

Alterations.

(1.) An alteration or diversion (herein-after called "alteration No. 1") of so much of railway No. 1 as lies between the point of junction of railway No. 2 with railway No. 1 in the township of Abram and parish of Wigan and the point at which railway No. 1 is authorised to pass under the Lancashire Union Railway in the parish of Hindley, between which points the altered or diverted railway will pass under the Manchester, Eccles, and Tyldesley branch of the London and North-western Railway Company, and will be two miles three furlongs in length:

(2.) An alteration in level (herein-after called "alteration No. 2") of so much of railway No. 3 in the township of Hindley as may be necessary or desirable for effecting a suitable junction with alteration No. 1:

(3.) An alteration in level (herein-after called "alteration No. 3") of so much of railway No. 4 in the township of Hindley as may be necessary or desirable for effecting a suitable junction with alteration No. 1:

(4.) An alteration in level (herein-after called "alteration No. 4") of so much of railway No. 5 in the township of Ince-in-Makerfield and parish of Wigan as may be necessary or desirable for effecting a suitable junction with alteration No. 1:

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(5.) An alteration and diversion of part of the stream known as the River Douglas, in the borough and parish of Wigan, lying between Weir Bridge and Scholes Bridge.

New and Branch Railways.

(A.) A railway, 2 miles 2·50 chains in length, (in this Act called "railway A,") commencing in the township of Hindley by a junction with railway No. 1, at a point thereon six chains north of the point where railway No. 1 passes under the Lancashire Union Railway, and terminating upon or near the site of the dwelling-house known as No. 33, Standishgate, in the borough and parish of Wigan:

(C.) A branch railway, 1 mile 9·70 chains in length, (in this Act called "railway C,") commencing in the township of Ince-in-Makerfield by a junction with railway A, at a point thereon one chain north of the point where railway A crosses Ince Green Lane, and terminating in a field at or near a point, in the borough and parish of Wigan, about one chain south-east of Parson's Meadow Bridge:

(D.) A branch railway, 3 miles 2 furlongs and 2 chains in length, (in this Act called "railway D,") commencing by a junction with railway No. 1, at a point thereon, in the township of Culcheth and parish of Winwick, one chain south-east of where railway No. 1 crosses Wigshaw Lane, and terminating by a junction with the Liverpool Extension Railway of the Cheshire Lines Committee, at a point thereon, in the township of Poulton-with-Fearnhead and parish of Warrington, six hundred yards east of the fourteenth mile post in the Padgate Station of the said Liverpool Extension Railway:

(E.) A branch railway, 2 miles 1 furlong 6 chains in length, (in this Act called "railway E,") commencing by a junction with railway No. 1, at or near a point thereon, in the township of Abram in the parish of Wigan, thirty chains north of where railway No. 1 crosses the Leeds and Liverpool Canal, and terminating by a junction with the railway of the Wigan Coal and Iron Company, Limited, in the township of Westleigh and parish of Leigh, about three chains west from where the last-mentioned railway crosses the public highway leading from Leigh to St. Paul's Church.

Alteration of sewers consequent upon diversion of River Douglas.

5. In connexion with the alteration or diversion of the River Douglas the Company may, between the points of diversion shown on the deposited plans, stop up any drain, sewer, or watercourse, upon their providing a proper substitute before interrupting the flow of sewage or water, such substitute to be made within the limits of deviation shown upon the deposited plans and to the reasonable satisfaction of the surveyor of the borough of Wigan.

Company empowered to underpin or otherwise strengthen houses next railways.

6. Whereas, in order to avoid injury to the houses and buildings within one hundred feet of the railways by this Act authorised, it may be necessary to underpin or otherwise strengthen the same, therefore it shall be lawful for the Company, at their own costs and charges, to underpin or otherwise strengthen any house or building; provided that at least ten days notice shall (unless in case of emergency) be given to the owner, lessee, and occupier of the house 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 any such house or building for any inconvenience, loss, or damage which may result to them by reason of the exercise of the powers granted to them by this enactment; provided also, that if the owner, lessee, or occupier of any such house 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 an 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 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 or building; and the costs of such referee shall be paid by the Company, and the cost of such 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 with this enactment, shall relieve the Company from liability to compensation under the sixty-eighth section of the Lands Clauses Consolidation Act, 1845, or any other Act: Provided also, that every case of compensation to be ascertained under this section shall be ascertained according to the provisions contained in the Lands Clauses Consolidation Acts incorporated herewith.

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Notice to be given of taking houses of labouring classes.

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

Company to procure accommodation for persons of the labouring class to be displaced.

8. Before taking in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire, the Company shall (unless the Company and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons: Provided always, that if any question shall arise as to the sufficiency of such accommodation, the same shall be determined by a justice, and the Company may for the purpose of procuring such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire, and may purchase by agreement such further lands as may be necessary for such purpose, and may on such lands erect labouring-class dwellings, and may apply for the purposes of this section, or any of them, any moneys they may have already raised or are authorised to raise.

Power to take easements, &c. by agreement.

9. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may, if they think fit, subject to the provisions of those Acts and of this Act, grant to the Company any easement, right, or privilege required for the purposes of this Act in, over, or affecting any such lands; and the provisions of the same Acts with respect to lands and rentcharges, as far as the same are applicable in this behalf, shall extend and apply to such grants, easements, rights, and privileges as aforesaid respectively.

Lands for extraordinary purposes.

10. The quantity of land to be taken by the Company under this Act, by agreement, for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed four acres.

Powers for compulsory purchases limited.

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

Vesting of diverted portions of River Douglas in Company.

12. When and so soon as the Company, by the construction of a new cut or communication shown upon the deposited plans as intended to be constructed for the diversion of the River Douglas, have altered and diverted the course of that river, all rights and easements in or over the portion of the river so altered and diverted shall be extinguished, and the site and soil of the river and bed and banks of the diverted part shall vest absolutely in the Company, so far as they are owners in fee of the lands adjoining the same on each side.

Railway, branch railways, alterations, and diversions to be part of authorised railways.

13. For the purposes of the sections of the Act of 1874 described in the schedule to this Act, the railway, branch railways, alterations and diversions of railways authorised by this Act shall be deemed part of the railways authorised by the Act of 1874, and for the purposes of tolls, rates, and charges, and all other purposes, the railway, branch railways, alterations and diversions of railways authorised by this Act shall be part of the undertaking of the Company.

For protection of the London and North-western Company.

14. So much of section twenty-two of the Act of 1874 (for the protection of the London and North-western and Lancashire Union Companies) as enables or requires railway No. 1 to be carried over the Eccles, Tyldesley, and Wigan and the Springs Branch Railways of the London and North-western Railway Company at the proposed crossings thereof, and all provisions in the same section or Act contained with regard to such crossings respectively, are hereby repealed: Provided always, that the following provisions for the protection of the London and North-western Railway Company shall be binding on the Company, and they shall perform the same and comply therewith:—

(1.) The alteration No. 1 shall be carried under the Eccles, Tyldesley, and Wigan, and the railway (A) under the Springs Branch Railways of the London and North-western Company, and the railway (C) under the North Union Railway of that company at the proposed crossings thereof, according to the lines of such respective railways as shown on the deposited plans, unless some other points for such or any one or more of such crossings shall be agreed to in writing under the hands of the principal engineer of that company, and the works for and incidental to such respective crossings shall be executed only according to plans and specifications to be reasonably approved by and under the superintendence and to the satisfaction of such engineer, and in all things at the expense of the Company, and by and in such means and

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manner only as not to interfere with the free, uninterrupted, and safe user of the respective railways which shall be so crossed, or the working of the traffic thereon; and for such crossing by the alteration No. 1 there shall be a bridge of the clear width between its parapets of not less than 48 feet measured on the square, and so as to admit of the railway so to be crossed being widened at such crossing by not exceeding two additional lines of rails; and for such crossing by the railway (A) there shall be a bridge of the clear width between its parapets of not less than 60 feet measured on the square; and for the crossing by the railway (C) there shall be a bridge of the clear width between its parapets of not less than 82 feet measured on the square, and all such crossings shall be so executed as to leave undisturbed all the existing lines of railway and the respective works thereof at such respective crossings:

(2.) The Company shall at all times maintain the bridges, arches, and other works for such crossings in substantial repair and good order to the reasonable satisfaction in all respects of such engineer; and if and whenever the Company fail so to do, the London and North-western Railway Company may make or do, in and upon as well the lands of the Company as their own lands, all such works and things as that company may reasonably think requisite in that behalf, and the sum certified by such engineer to be the reasonable amount of such expenditure shall be repaid to that company by the Company, and in default of payment may be recovered from the Company, with full costs, in any court of competent jurisdiction:

(3.) The Company shall not, without in every case obtaining the previous consent of the London and North-western Railway Company under their common seal, take, use, enter upon, or interfere with any of the lands or property from time to time belonging to or in the possession or under the power of that company, except only such part or parts thereof as shall be necessary for the Company to take, use, or interfere with for making and maintaining the works by which according to this enactment the railways of the Company are to be carried across the lines of that company:

(4.) As to any such lands or property which the Company are so authorised to take, use, enter upon, or interfere with, they shall not purchase and take the same, but they may purchase and take, and the London and North-western

Railway Company may and shall sell and grant accordingly, an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :

(5.) The Company shall bear, and on demand pay to the London and North-western Railway Company, all reasonable expenses of the employment by them, during the construction of the works for such proposed crossings, of a sufficient number of inspectors and watchmen, to be appointed by that company, for watching the works and property of that company, with reference to and during the execution of such works of the Company, and for preventing as far as may be all interference, danger, and accident from any of the operations, or from the acts or defaults of the Company or of their contractors, or any persons in the employment of the Company or of their contractors, with reference thereto, or otherwise, and also of the alteration from time to time and the maintenance by that company of any signals which they may find necessary to make owing to such respective crossings and junctions :

(6.) If by reason of the execution of any of the works or any proceedings of the Company, or the failure of any such works, or any act or omission of the Company or of their contractors, or of any persons in the employ of the Company or of their contractors, or otherwise, any of the works or property of the London and North-western Railway Company, or any passenger or other traffic on the respective railways of that company, shall be injured or damaged, such injury or damage shall forthwith be made good by the Company at their own expense, or in the event of their failing so to do, then that company may make good the same, and recover the expense thereof, with full costs, from the Company in any court of competent jurisdiction ; and if any interruption shall be occasioned to such traffic by reason of any of the matters or causes aforesaid, the Company shall on demand pay to that company all costs and expenses to which they may be put, as well as full compensation for the loss and inconvenience sustained by them respectively by reason of any such interruption, such costs, expenses, and compensation to be recoverable as last aforesaid, with full costs, by that company from the Company :

(7.) Nothing in this Act contained shall prejudice, take away, diminish, or interfere with any of the property, rights,

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interests, powers, and privileges of the London and North-western Railway Company otherwise than is herein expressly provided.

For protection of the Lancashire and Yorkshire Railway Company.

15. The powers by this Act conferred upon the Company with respect to the railway shown on the deposited plans as railway A shall be exercised in accordance with and subject to the following provisions for the protection of the Lancashire and Yorkshire Railway Company; (that is to say,)

1. In constructing the bridge and the works connected therewith for carrying the railway under the Lancashire and Yorkshire Railway the Company shall not alter the line or levels of the last-mentioned railway, and such bridge and other works shall be made and constructed in a substantial and workmanlike manner, of a clear width of not less than 70 feet between the parapets, and to the reasonable satisfaction of and according to plans to be previously approved by the engineer of the Lancashire and Yorkshire Railway Company, and so as not to endanger or interfere with the security of their railway or to impede the traffic thereof, and shall for ever afterwards be so maintained and kept in good and proper repair by and at the expense of the Company:

2. The Lancashire and Yorkshire Railway Company may require all such precautions to be taken by the Company in constructing, maintaining, and repairing the said bridge and the works connected therewith as their engineer may deem expedient for protecting their railway from injury and the traffic thereon from interruption:

3. In case any damage or injury shall be caused to the Lancashire and Yorkshire Railway, or any interruption or injury to the traffic thereon, by reason of the said bridge or the works connected therewith, or during the construction, maintenance, use, or repair thereof respectively, the same shall forthwith be made good by the Company to the Lancashire and Yorkshire Company, or that company may make good such damage or injury to their railway and recover the cost and expenses thereof, and also compensation for such interruption or injury to their traffic as aforesaid, from the Company in any court of competent jurisdiction:

4. The Company shall not purchase or take compulsorily any land or property of the Lancashire and Yorkshire Railway Company, but may purchase and acquire from that company, and that company may and shall sell and grant accordingly, an easement or right of constructing and

maintaining the said railway on and through the property of that company in accordance with the provisions of this Act, nor (save only so far as may be necessary for the purpose of constructing and maintaining the said railway) shall the Company or any person in the execution of this Act, or in any manner, either temporarily or permanently, enter upon, use, or interfere with the railway or property of the Lancashire and Yorkshire Railway Company except with their consent in writing first obtained:

5. If any difference arise between the Company and the Lancashire and Yorkshire Railway Company as to the true intent and meaning of the foregoing provisions of this section, or as to the mode of giving effect thereto, the same shall from time to time be determined by arbitration in the manner prescribed by the Railway Companies Arbitration Act, 1859.

Repeal of sub-sections (1) and (2) of s. 23 of Act of 1874.

16. Sub-sections (1) and (2) of section twenty-three of the Act of 1874 (for the protection of the roads and footpaths of the Hindley Local Board) are hereby repealed.

For the protection of the roads of the Hindley Local Board.

17. For the protection of the roads and footpaths and the gas pipes and water mains within the district of the Hindley Local Board the following provisions shall have effect; that is to say,

(1.) The Company shall, before the railway called alteration No. 1 is open for traffic, construct and for ever maintain the bridge by which the road called Stoney Lane is carried over their railway of a width not less than 40 feet, with not less than 36 feet clear between the battlements; the parapet walls of such bridge shall be built parallel to the centre of the road; the top thereof shall be protected with a close iron fence, or wall, or screen six feet in height. No part of the diverted roadway and approaches thereto on the north side of such bridge, shown on the deposited plans, shall have a greater inclination than one in forty-five, and on the south side one in forty, and such roadway, bridge, and approaches shall be repaired, sewered, drained, and kept free from water by the Company:

(2.) The entire length of the carriage-way of such road and approaches shall for the width of 22 feet, except over the bridge itself, the roadway of which shall be laid with eight-inch Leicester Mill sets, be laid down and ballasted with fifteen inches in depth of slag or stone ballast, and be

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paved for the same width for carriage-way with eight-inch Leicester Mill paving sets, and shall have footpaths on each side nine feet in width, and laid with six inches of ballast and suitable pavement, and with side or kerb stones of ten inches by eight inches:

(3.) Such road, bridge, and approaches shall be fenced off on each side, and the summit of the diverted road shall not be raised higher than is shown on the deposited sections, nor shall the same be diverted further eastwardly than is shown on the deposited plans, and the same shall, when completed, be vested in the local board, with rights of continuing and maintaining existing or substituted gas pipes and mains and the water pipes in and along the old road:

(4.) The two footpaths between Strangeways and Bickershaw Lane, which will be crossed by the said alteration No. 1, shall be carried over the same by bridges not less than four feet in width, and with approaches of the same width, fenced off from the adjoining land of the Company:

(5.) Any gas or water pipes or mains now or hereafter to be laid which may be damaged or affected by the works of the Company shall be repaired and altered by the board at the expense of the Company:

(6.) The above works shall be completed and maintained to the reasonable satisfaction of the surveyor for the time being of the local board for the district of Hindley.

Provisions for the Leeds and Liverpool Canal Company.

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

(*a.*) The railways shall be carried across the canal and towing-path, works, and lands of the Leeds and Liverpool Canal Company in the lines and at the points of such crossing as shown on the deposited plans, and (unless with the consent of the Leeds and Liverpool Canal Company under their common seal) not elsewhere:

(*b.*) In carrying the railways across the canal, towing-path, works, and lands of the Leeds and Liverpool Canal Company the Company shall not, otherwise than by agreement with the Leeds and Liverpool Canal Company, deviate from the lines of the railways as shown on the deposited plans, or from the levels or mode of construction shown on the deposited sections:

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

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

(*e.*) The railways shall be carried over the canal and towing-path of the Leeds and Liverpool Canal Company, and any approaches thereto, by means of good and substantial bridges of brick, stone, wood, or iron, to be constructed by the Company at their own expense:

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

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

(*h.*) The Company shall, at their own expense, maintain the bridges and the works thereof of the height and width aforesaid, and in perfect repair at all times, unless they abandon the railways or the portions thereof which cross the canal, and in either of those cases they shall (if required so to do by the Leeds and Liverpool Canal Company, but not otherwise,) remove the said bridges and works at their own expense:

(*i.*) In making the alteration and diversion by this Act authorised of that part of the stream known as the River Douglas, in the borough and parish of Wigan, lying between Weir Bridge and Scholes Bridge, the Company shall not in any way, temporarily or permanently, prevent

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or obstruct the full flow of water as at the passing of this Act from the said river into the Leeds and Liverpool Canal:

(*k.*) For the purpose of carrying the railway (C) by this Act authorised across the goit or feeder by which the waters of the said river are conveyed into the Leeds and Liverpool Canal, the Company shall construct and at all times keep in repair a culvert of not less than seven feet diameter inside for the said goit or feeder, and at such a level as shall be approved by the engineer of the Leeds and Liverpool Canal Company, to whom a plan and section of the intended culvert shall be sent by the Company one month before they begin to construct the same, and the Leeds and Liverpool Canal Company shall at all times have free access to such culvert for the purpose of clearing out the same:

(*l.*) If and whenever the height of the bridges or works shall, by subsidence of the ground, be lowered below the height herein-before prescribed, the Company shall, at their own expense, restore the same to that height as soon as reasonably may be:

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

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

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

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

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

(*o*.) Provided that nothing in this Act contained shall prevent the Leeds and Liverpool Canal Company from recovering from the Company any special damage that may be sustained by the Leeds and Liverpool Canal Company in consequence of the works to be executed by the Company, or by the Leeds and Liverpool Canal Company for the Company, under the provisions herein-before contained, or by reason of any water escaping from the canal, or on account of any other act or omission of the Company:

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

(*q*.) All questions and differences which may at any time arise between the Company and the Leeds and Liverpool Canal Company as to the construction or effect of sub-sections *a*, *b*, *d*, *e*, or *f* of this section, or the performance, observance, non-performance, or non-observance of any of the provisions thereof, or any matters connected therewith or consequent thereon, shall be determined by an arbitrator to be appointed by the Company and the Leeds and Liverpool Canal Company, or (if for fourteen days after the question or difference arises those two companies do not agree upon an arbitrator) by the Board of Trade, upon the application in writing of both or either of those companies, and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference, and the costs of the arbitration shall be in his discretion:

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

Repeal and amendment of parts of section 26 of Act of 1874.

19. Sub-section (2) of section twenty-six of the Act of 1874 (for the protection of William Ince Anderton) is hereby repealed; and sub-section (3) of the same section shall be read and shall apply as if railway A had been inserted therein in lieu of railway No. 1.

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For the protection of William Ince Anderton.

20. For the protection of William Ince Anderton, his successors in estate and assigns, the following provisions shall have effect; that is to say,

If the Company construct railway No. 5 authorised by the Act of 1874, they shall so construct one or other of the bridges mentioned in sub-section 3 of section 26 of that Act as to extend over railway No. 1 by that Act authorised, as well as over the said railway No. 5:

The provisions contained in sub-section 5 with respect to draining, and in sub-section 6 with respect to mines and minerals, of the said section 26 of the Act of 1874 shall extend and apply to all lands of William Ince Anderton through which the railways or any of them shall pass, whether under the provisions of this Act or the Act of 1874:

In order to allow of the formation of a road for Ince Green Lane through land of William Ince Anderton the Company shall not, without the previous consent in writing of William Ince Anderton, enter upon, take, or use any portion of the field numbered on the deposited plans 110, in the parish of Wigan, situate within fifteen yards of the south-westerly limit of deviation shown on the deposited plans as passing through that field:

Notwithstanding anything in this Act, the Company shall not acquire compulsorily any lands belonging or reputed to belong to the said William Ince Anderton after the expiration of two years from the passing of this Act:

The said William Ince Anderton may make and maintain, in connexion with the railways or any of them passing through his property, any number of sidings not exceeding four, with all necessary turntables, in order to connect the lands of William Ince Anderton with the said railways or any of them:

Nothing in this section shall prejudice or affect the right of William Ince Anderton to the construction and maintenance of further or other accommodation works, either under the provisions of any agreement with the Company in that behalf, or under any provisions contained in this Act, or any Act incorporated therewith, requiring the Company to make and maintain proper and sufficient works for the accommodation of the owners and occupiers of lands adjoining the railway:

If any difference arise between the Company and the said William Ince Anderton touching the construction of this section, or anything to be done or not to be done thereunder, or otherwise in relation thereto, such difference shall be determined by

arbitration under and according to the provisions of the "Railway Companies Arbitration Act, 1859." A.D. 1875.

Repeal and amendment of parts of section 27 of Act of 1874, relating to Bridgewater Trustees.

21. With reference to section twenty-seven of the Act of 1874 (for the protection of the trustees acting in execution of the trusts of the will of Francis late Duke of Bridgewater, herein-after called the Bridgewater Trustees,) the following provisions shall have effect:

A. Sub-section (1) is hereby repealed, and in lieu thereof it is enacted as follows:

The Company shall at their own costs and charges in the construction of alteration No. 1, and before the same shall be opened for public use, construct and complete, and for ever after such completion maintain and keep in good repair, order, and condition, the several bridges, arches, junction or branch railway, and other works herein-after mentioned, and the same respectively shall be built and constructed in the manner and subject to the conditions following; that is to say,

A junction or branch railway for the use of the Bridgewater Trustees, their tenants and lessees, and others by their or any of their authority or permission, free of all toll, rate, or charge, such junction railway or branch to consist of two lines of railway, so as to form a convenient communication between both main lines of alteration No. 1 and the collieries on the Low Hall Estate and other property belonging to the Bridgewater Trustees, with proper sidings, signals, points, and crossings, such junction to be formed, constructed, and maintained in such place, in such course or direction, and in such levels as are delineated and shown in the plan and section respectively authenticated by the signature of Richard Stuart Norris, Civil Engineer, on behalf of the Company, and Fereday Smith, on behalf of the Bridgewater Trustees, or at the option of such trustees in such other place and course within the lands of the Bridgewater Trustees, and on such other levels as an officer, surveyor, or engineer to be named by the Bridgewater Trustees shall point out or reasonably require, and shall extend from both main lines of alteration No. 1 to and across the boundary between the Company's land and the land of the Bridgewater Trustees, with power for such trustees, their heirs or assigns, to extend the same to or through any portion of their estates or property, and if such junction or branch railway, or any part thereof, shall be made or extend beyond the limits or boundary of the land belonging to the Bridgewater Trustees as shown on the said plan, the Company shall acquire and purchase all such land as shall be requisite and convenient for the con-

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struction and maintenance of all such railway junction or branch as shall be beyond such limits or boundary. If the traffic of any person or company other than the Company using such railway, junction, or branch shall amount to ten thousand tons per annum or upwards, the Company shall at their own expense provide when required proper and sufficient pointsmen and signalmen at such junction with alteration No. 1:

In case the alteration No. 1 shall interfere with the present level crossing of the Bridgewater Trustees over the Eccles, Tyldesley, and Wigan Railway, the Company shall at their own cost, before commencing the construction of alteration No. 1, remove and re-construct such level crossing to and at some point to the east thereof, as the Bridgewater Trustees or their engineer shall require, so as to make the same as convenient as at present.

Two occupation bridges over alteration No. 1, within the Low Hall Estate of the Bridgewater Trustees, one of such bridges to be on the northerly side of the Eccles, Tyldesley, and Wigan Railway, and the other of such bridges on the southerly side thereof, for the purpose of connecting the portions of the said Low Hall Estate which will lie on the easterly side of alteration No. 1 with the portions which will lie on the westerly side of alteration No. 1, such bridges respectively to be so constructed as to leave a clear roadway measured at right angles of not less than twenty feet in width, and to be built of such strength, at such places, and at such angles as the said officer, surveyor, or engineer of the Bridgewater Trustees shall reasonably require.

A bridge of sufficient width and strength, to be constructed over alteration No. 1, to afford or allow of a double line of locomotive railway being constructed and maintained over it for the purpose of forming a double line of railway communication between any canal or railway, or any pits, shafts, or other works or property on the easterly side of alteration No. 1 and any property or any canal or railway on the westerly side of alteration No. 1.

The said junction or branch railway and the said three several bridges shall be formed, made, and constructed of good and substantial materials, and for ever afterwards maintained and kept by the Company in good and substantial working order and condition.

B. Sub-sections (2), & (3), & (4), & (5) of section twenty-seven of the Act of 1874 shall be and remain in full force, and shall apply to the powers and provisions of this Act.

bed and river walls, to the satisfaction (in case of dispute) of the arbitrator to be appointed as herein-after mentioned, and shall construct and, until the same is adopted as a public roadway, maintain over the proposed new course of the said river, at a point to be indicated by the said colliery proprietors, a substantial stone bridge, of not less than thirty feet roadway measured on the square, for the exclusive use, by way of easement, of the said colliery proprietors, their heirs and assigns. The said colliery proprietors are also to be at liberty, at their own expense, to construct and maintain any other bridges across the new course of the said river at any point where the same borders on their land, such bridges to be of the width of the river, with a waterway of not less than eight feet above the bed of the said river:

(2.) The colliery proprietors, their heirs and assigns, shall have a right of way for all purposes into and along and over a new street to be constructed, sewered, paved, and, until the same is adopted as a public street or road, maintained by the said Company, as shown on the signed plan, and also into and along and over any new street to be made by the said Company from the said new street to Standishgate, in Wigan aforesaid:

(3.) The Company shall, before the opening of railway A, construct, and afterwards maintain at their own cost, suitable and convenient sidings for the loading of coals, cannel, and slack brought to bank by means of the pits now being sunk on the colliery proprietors said land and premises, and of all other goods or materials intended to be conveyed over the railways belonging to the Company. The colliery proprietors and their heirs and assigns shall have the use, free of charge, for all such traffic as aforesaid, of such sidings during a period of twenty years from the construction thereof. All coal, cannel, or slack conveyed by the Company shall be subject to the toll of sixpence per ton for any distance less than six miles from the siding over any railways of or leased to the Company or belonging or leased to any company amalgamated or associated with the Company, in lieu of the ordinary rate payable for such distance, and all other goods and materials shall be subject to the tolls and rates specified in this Act in respect of similar goods and materials:

(4.) The colliery proprietors shall be at liberty to construct, as well on their own land as across the proposed new street

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shown on the said signed plan, and on the land agreed to be sold to the Company by the colliery proprietors, such a raised tramway and bridge from the said pits to the said sidings as shall be sufficient for the purpose of conveying the said coals, minerals, goods, and materials from the said colliery proprietors said premises to the said sidings. The said bridge shall be of such a height as to afford a headway over the said street of at least sixteen feet. The colliery proprietors shall also be allowed to construct and erect for use at the said sidings all such tips and other apparatus for the purposes aforesaid as may be reasonably required by them:

(5.) All the existing rights and privileges of the colliery proprietors as to water and otherwise in the diverted portion of the said River Douglas are reserved to the colliery proprietors, and shall be exercised and enjoyed by them in, over, and along the new course of the said river:

(6.) If any difference arise between the Company and the colliery proprietors touching the construction of this section, or otherwise in relation thereto, such difference shall be referred to the sole arbitration of the mayor for the time being of the borough of Wigan, whose decision shall be final and binding on both parties, and all the provisions of the Common Law Procedure Act, 1854, and any other statute or statutes for the time being in force in relation to arbitration, shall apply to any such arbitration.

Abandonment of portions of authorised line.

38. The Company shall abandon the construction of the following parts of railway authorised by their Act of 1874; namely,

(1.) So much of railway No. 1 as will be rendered unnecessary by alteration No. 1:

(2.) So much of railway No. 1 as lies between a point six chains north of the point where that railway passes under the Lancashire Union Railway, in the township of Hindley and parish of Wigan, and the termination of railway No. 1 in the township of Ince-in-Makerfield and parish of Wigan:

(3.) The whole of the railway No. 2.

Compensation for damage to land by entry, &c. for purposes of railways abandoned.

39. 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 of 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 land of any of the powers contained in the Railways Clauses Consolidation Act, 1845, or the Act of 1874.

Compensation to be made in respect of portions of railways abandoned.

40. Where, before the passing of this Act, any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railways 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 Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Period for completion of works.

41. If the railway, branch railways, alterations, deviations, and works authorised by this Act are 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, branch railways, alterations, deviations, and works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Retainer of deposit money.

42. Whereas, pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of sixteen thousand two hundred and sixty pounds, being five per cent. on the amount of the estimate in respect of the railways and works proposed to be authorised by the Bill for this Act, has been deposited with the Court of Chancery in England in respect of the application to Parliament for this Act: And whereas since the said sum was deposited the estimate of expense of three hundred and twenty-five thousand and seventy-six pounds eighteen shillings has, by the withdrawal of a portion of the undertaking, been reduced to the sum of two hundred and seventy-nine thousand eight hundred and ninety-two pounds ten shillings, five per cent. on the amount whereof is thirteen thousand nine hundred and ninety-five pounds

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(which last-mentioned sum is in this section called the deposit money): Be it therefore enacted as follows:

(1.) Notwithstanding the said Act the deposit money shall not be paid out in pursuance thereof unless the Company, before the expiration of the period limited by this Act for completion of works, prove to the satisfaction of the Board of Trade that they have paid up one half of the aggregate share capital by this Act and the Act of 1874 authorised, and have expended for the purposes of those Acts a sum equal in amount to such one half, and if the said period expires before the Company have given such proof as aforesaid the deposit money shall be applied in the manner in this section specified, and the certificate of the Board of Trade that such proof has been given as aforesaid shall be sufficient evidence of the fact so certified, and it shall not be necessary to produce any certificate of this Act having been passed:

(2.) The deposit money, if not so paid out, shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property is interfered with or otherwise made less valuable by the commencement, construction, or abandonment of any work of the Company, or who are subjected to injury or loss in consequence of the Company's compulsory powers of taking land, and for which injury or loss no compensation or an inadequate compensation shall have been paid, and shall be distributed in compensating such persons as aforesaid in such manner and in such proportions as the Court of Chancery in England thinks fit; and if no compensation is so payable, or if a portion of the deposit money is found sufficient for such compensation, then the deposit money or the residue thereof (as the case may be) shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, 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 the liquidator or receiver, or be otherwise applied as part of the Company's assets:

(3.) Until the deposit money has been paid out or become applicable as aforesaid, any interest or dividends accruing on the investment thereof shall from time to time be paid to the parties entitled to the same under the said Act of the ninth year of the reign of Her Majesty.

Release of balance of deposit.

43. On the application of the persons named in the warrant or order issued as aforesaid in pursuance of the said Act of the ninth year of Her present Majesty, chapter 20, in respect of the Bill as originally introduced into Parliament, or of the survivor of them, or of the executors or administrators of such survivor, by petition in a summary way at any time after the passing of this Act, the High Court of Chancery may and shall order that the sum of two thousand two hundred and sixty-five pounds, the balance of the sum of sixteen thousand two hundred and sixty pounds so deposited as aforesaid after deducting the said sum of thirteen thousand nine hundred and ninety-five pounds, and the interest and dividends thereof, shall be transferred and paid to the persons or person so applying, or to any person or persons whom they or he may appoint in that behalf.

Power to raise additional share capital.

44. The Company may, subject to the provisions of Part II. of the Companies Clauses Act, 1863, raise any additional sum or sums, not exceeding in the whole two hundred and forty thousand pounds, by the issue, at their option, of new ordinary shares or stock or new preference shares or stock, or wholly or partially by any one or more of those modes respectively.

Shares not to issue until one fifth paid.

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

Calls.

46. One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls.

Conditions of new stock and shares.

47. The Company may attach to any shares or stock issued under this Act such conditions with respect to voting, qualification, and other things as they from time to time think fit to declare before issuing the same.

Power to divide shares.

48. Subject to the provisions of this Act, the Company, with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, may from time to time divide any share in their capital into half shares, of which one shall be called pre-

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ferred half share, and the other shall be called deferred half share, but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up, and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon), and the residue to the credit of the preferred half share.

Dividends on half shares.

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

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

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

Half shares to be registered and certificates issued.

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

Terms of issue to be stated in certificates.

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

Forfeiture of preferred shares.

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

Preferred shares not to be cancelled or surrendered.

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

Half shares to be half shares in capital.

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

Receipt clause in case of persons not sui juris.

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

Power to borrow on mortgage.

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

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think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

For appointment of a receiver.

58. Section 11 of the Act of 1874 is hereby repealed, but 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.

Debenture stock.

59. Inasmuch as the Company have not created any debenture stock or borrowed any money on mortgage, they shall not under their Act of 1874, but may under this Act, create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863; but, notwithstanding anything therein contained, the interest of all debenture stock at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

60. All money raised under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied for the purposes of the Company's undertaking only.

Interest not to be paid on calls paid up.

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

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

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

Railways not exempt from provisions of present and future general Acts.

63. Nothing in this Act contained shall exempt the Company's railways from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this

or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by the Company's Act of 1874.

Expenses of Act.

64. The costs, charges, and expenses preliminary to and of and incidental to the preparing of and applying for and the obtaining and passing of this Act shall be paid by the Company.

THE SCHEDULE.

Sections of the Act of 1874 applied to substituted Railways.

Sections 40 to 48 (inclusive), as to the tolls and charges.
Section 49, as to byelaws.
Sections 50 and 51, as to agreements with other companies.

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