



ANNO DECIMO SEPTIMO

# VICTORIÆ REGINÆ.

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## *Cap. xxxii.*

An Act for building a Bridge over the River *Tame*, to connect the Borough of *Ashton-under-Lyne* with the Township of *Dukinfield*. [2d June 1854.]

**W**HEREAS great Inconvenience is felt from the Want of good and sufficient Means of Communication between the Borough of *Ashton-under-Lyne* in the County of *Lancaster* and the adjacent Township of *Dukinfield* in the County of *Chester*, which are divided by the River *Tame*; and the Construction of a Bridge over the said River, with Approaches thereto, would be of great public Advantage to the Inhabitants of the said Borough and Township and of the surrounding District: And whereas the several Persons herein-after mentioned, together with others, are willing at their own Expense to carry into execution the before-mentioned Object; but the same cannot be affected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same; as follows; (that is to say)

[*Local.*]

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I. That

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*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

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8 & 9 Vict.  
cc. 16. & 18.  
incorporated  
with this  
Act.

I. That the Companies Clauses Consolidation Act, 1845, and the Lands Clauses Consolidation Act, 1845, shall be incorporated with and form Part of this Act.

Short Title.

II. That in citing or referring to this Act for any Purpose, it shall be sufficient to use the Expression "The *Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*"

Subscribers  
incorporated.

III. That *Charles Hindley, Francis Dukinfield Palmer Astley, George John Newton, William Heginbottom, Nathaniel Buckley, James Buckley, Robert Hall, John Hyde, and James Ogden junior*, and all other Persons and Corporations who have already subscribed and who shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company, for the Purpose of making and maintaining the Bridge and Approaches and other Works hereby authorized; and for that Purpose such Company shall be incorporated by the Name of "*The Ashton-under-Lyne and Dukinfield Bridge Company,*" and by that Name shall be a Body Corporate with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said Acts incorporated herewith contained.

Capital.

IV. That the Share Capital of the Company shall be Five thousand Pounds.

Number and  
Amount of  
Shares.

V. That the Number of Shares into which the Capital shall be divided shall be One thousand, and the Amount of each Share shall be Five Pounds.

Calls.

VI. That One Pound Five Shillings *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders upon any Share; and Two Months at the least shall be the Interval between successive Calls; and the aggregate Amount of Calls in any One Year shall not exceed Four Pounds.

Power to  
borrow  
Money on  
Mortgage.

VII. That it shall be lawful for the Company to borrow, for the Purposes of this Act, on Mortgage or Bond, any Sums not exceeding in the whole the Sum of One thousand six hundred and sixty Pounds; but no Part of such Sum shall be borrowed until the whole of the said Share Capital shall have been subscribed for, and One Half thereof shall have been paid up.

Arrears may  
be enforced  
by Appoint-  
ment of a  
Receiver.

VIII. That it shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize



*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

authorize the Appointment of such Receiver, in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Three hundred Pounds in the whole.

IX. That the Profits of the Undertaking to be divided among the Shareholders in any Year shall not exceed the Rate of Five Pounds in the Hundred by the Year on the paid-up Capital of the Company, unless a larger Dividend be at any Time necessary to make up the Deficiency of any previous Dividend which shall have fallen short of the said yearly Rate.

Profits of the Company to be limited.

X. That if the clear Profits of the Undertaking in any Year amount to a larger Sum than is sufficient, after making up the Deficiency in the Dividends of any previous Years as aforesaid, to make a Dividend at the said yearly Rate, the Excess beyond the Sum necessary for such Purpose shall from Time to Time be applied in the Repayment of the Monies borrowed by the Company on Mortgage or Bond, and it shall not be lawful for the Company to reborrow the Money so paid off from such Excess; and when the whole of the Money so borrowed by the Company shall have been paid off, any such Excess thereafter arising shall from Time to Time be invested in Government or Real Securities, and the Dividends and Interest arising from such Securities shall also be invested in the same or like Securities, in order that the whole may accumulate at Compound Interest, and form a reserved Fund to answer any Deficiency which may at any Time happen in the Amount of divisible Profits, or to meet any extraordinary Claim or Demand which may at any Time arise against the Company, until such Fund shall amount to a Sum equal to the paid-up Capital of the Company.

If Profits exceed the Amount limited, Excess to form a reserved Fund.

XI. Provided always, That no Sum of Money shall be taken from the said Fund for the Purpose of meeting any extraordinary Claim, unless it be certified by Two Justices that the Sum so proposed to be taken is required for the Purpose of meeting an extraordinary Claim within the Meaning of this Act.

Reserved Fund not to be resorted to, unless to meet an extraordinary Claim.

XII. That if in any Year the Profits of the Undertaking divisible amongst the Shareholders shall not amount to the yearly Rate before mentioned, such a Sum may be taken from the reserved Fund as, with the actual divisible Profits of such Year, will enable the Company to make a Dividend at such yearly Rate, and so from Time to Time as Occasion shall require.

If Profits are less than the prescribed Rate, a Sum may be taken from reserved Fund to supply Deficiency.

XIII. That when such reserved Fund shall, after Payment of the Money borrowed on Mortgage or Bond as aforesaid, amount, by Accumulation or otherwise, to a Sum equal to the paid-up Capital of the Company,

When reserved Fund amounts to Sum equal

*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

to Capital,  
Capital to be  
paid off.

Company, the said Fund shall be divided *pro ratâ* among the Shareholders of the Company, and thereafter no further Dividend shall be made on the Capital of the Company; and the Tolls herein-after granted shall, from and after the Period at which the said Fund shall amount to a Sum equal to the paid-up Capital of the Company, be reduced to such an Extent as will be sufficient for defraying the Expense of the Maintenance, Repair, and Management of the Bridge and Approaches thereto, and other Works hereby authorized.

Company  
may pay off  
Capital at  
an earlier  
Period.

XIV. Provided always, That it shall be lawful for the Company, if they shall think fit, at any Time after Payment of the Money borrowed on Mortgage or Bond as aforesaid, and when and so often as such reserved Fund shall, by Accumulation or otherwise, amount to a Sum equal to One Fifth Part of the paid-up Capital of the Company, to divide such Sum *pro ratâ* among the Shareholders, and thereafter no Dividend shall be made on such Amount of the said Capital as shall be equal to the Sum so divided, but no such Division shall take place without the previous Authority of a General Meeting of the Company.

First and  
other Meet-  
ings.

XV. That the First Ordinary Meeting of the Company shall be held within Two Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held yearly in the Month of *June*; and all Meetings, whether ordinary or extraordinary, shall be held either in the Borough of *Ashton-under-Lyne* or the Township of *Dukinfield*.

Number and  
Qualification  
of Directors.

XVI. That the Number of Directors shall be Six, and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares in the Undertaking.

Power to  
vary the  
Number of  
Directors.

XVII. That it shall be lawful for the Company to reduce the Number of Directors, provided that the reduced Number be not less than Five.

First Direc-  
tors.

XVIII. That *Francis Dukinfield Palmer Astley, Charles Hindley, William Heginbottom, George John Newton, Nathaniel Buckley, and James Buckley* shall be the First Directors of the Company.

Quorum of  
Directors.

XIX. That the Quorum of a Meeting of Directors shall be Three.

Power to  
make  
Bridge and  
Approaches  
according to  
deposited  
Plan.

XX. Whereas a Plan and Section of the said Bridge and Approaches thereto showing the Line and Levels thereof, and also a Book of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in or through which the same respectively will be made, have been deposited with the Clerk of the Peace for the County of *Lancaster*, and with the Clerk of the



*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

the Peace for the County of *Chester*: Be it enacted, That, subject to the Powers of Deviation and other Powers and Provisions in this Act and the said Acts incorporated herewith, it shall be lawful for the Company to make and maintain in the Line and upon the Lands delineated on the said Plan, and described in the said Book of Reference, and according to the Levels defined on the said Section, a Bridge over the River *Tame*, with an Approach to such Bridge on each Side of the said River, which Works shall commence at or near the Junction of *Cavendish Street* with *Bank Street* in the Borough of *Ashton-under-Lyne*, and shall pass over the Canal Navigation from *Manchester* to *Ashton-under-Lyne* and *Oldham*, and under the *Ashton* Branch of the *Manchester, Sheffield, and Lincolnshire* Railway, and over the River *Tame* and adjacent Goit or Run of Water, and shall terminate at or near the Junction of *King Street* with *Davies Street* and *Wharf Street* in the Township of *Dukinfield*, together with all Fences, Walls, and other necessary Works and Conveniences in connection therewith; and for these Purposes it shall be lawful for the Company to enter upon, take, and use, temporarily or permanently, such of the said Lands as they may find necessary, and to alter so far as necessary any Streets, Lanes, Sewers, Drains, and Pipes within the Limits of Deviation defined on the said Plan, as also to alter, widen, and enlarge, or to take down and rebuild the Bridge over the said Canal Navigation called *Mill Bridge*.

XXI. That if any Omission, Mis-statement, or erroneous Description shall have been made of any Lands, or of the Owners, Lessees, or Occupiers of any Lands, described on the said Plan or in the said Book of Reference, it shall be lawful for the Company to apply to Two Justices acting in and for the Borough of *Ashton-under-Lyne*, or the Township of *Dukinfield*, for the Correction thereof; and if it shall appear to such Justices that such Omission, Mis-statement, or erroneous Description arose from Mistake, they shall certify the same accordingly, and they shall in such Certificate state the Particulars of any such Omission, and in what respect any such Matter shall have been mis-stated or erroneously described; and Duplicates of such Certificate shall be deposited with the Clerks of the Peace of the Counties of *Lancaster* and *Chester*, and the Parish Clerks of *Ashton-under-Lyne* and *Stockport* respectively; and such Duplicates of the said Certificate shall be kept by such Clerks of the Peace and Parish Clerks respectively along with the other Documents to which they relate, and thereupon such Plan or Book of Reference shall be deemed to be corrected according to such Certificate, and it shall be lawful for the Company to make the Works in accordance with such Certificate.

Errors and Omissions in Plan may be corrected by Justices, who shall certify the same.

Certificate to be deposited.

XXII. That it shall be lawful for the Company to deviate from the Levels of the Works as shown on the said deposited Section to the Extent of Five Feet and no more, unless with the previous Consent in  
[Local.] 5 N Writing

Power to deviate from the Line and Levels.



*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

shown on  
Plan and  
Section.

Writing of the Owners and Occupiers of the Lands in which such Deviation is to be made; as also to deviate from the Lines of such Works to the Extent of the Limits of Deviation defined on the said Plan, but not to any greater Extent, unless with the previous Consent in Writing of the Owners and Occupiers of the Lands into which such Deviation may extend; provided that the Works shall not by means of any such Deviation be made to extend into the Lands of any Person, whether Owner, Lessee, or Occupier, whose Name is not mentioned in the said Book of Reference, (except where such Person shall have acquired his Right since the said Book was made up,) without the previous Consent in Writing of such Person, unless the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in the Manner provided for in this Act in Cases of unintentional Errors in the said Book of Reference.

Power for  
compulsory  
Purchase  
of Lands  
limited.

XXIII. That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for  
Completion  
of Works.

XXIV. That the said Works shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for executing the said Works shall cease to be exercised, except as to so much of the same as shall then be completed.

Power to  
use Lands  
within  
Limits of De-  
viation for  
depositing  
Materials,  
&c.

XXV. That it shall be lawful for the Company and their Agents and Servants, in or upon any Lands within the Limits of Deviation defined on the said Plan, to deposit and work Materials for building and repairing the said Bridge and Approaches, and to make any temporary Erections necessary for constructing or repairing the same, doing as little Damage as may be, and making Satisfaction for such Damage to the Owners and Occupiers of such Lands in manner provided by the Lands Clauses Consolidation Act, 1845.

Communi-  
cations not  
to be made  
without  
Consent.

XXVI. That it shall not be lawful for any Person to remove any Wall, Fence, Rail, Building, or Footway of the Company, for the Purpose of making any Communication with or opening into or upon the said Bridge or Approaches, without the Consent in Writing of the Company under their Common Seal previously obtained for that Purpose.

Road to be  
carried over  
the Ashton-  
under-Lyne  
Canal by a  
Bridge of  
certain Di-  
mensions.

XXVII. Provided always, That the Approach to the said Bridge shall be carried over the Canal Navigation from *Manchester to Ashton-under-Lyne* and *Oldham* by means of a Bridge, and the Company shall and they are hereby required to construct and erect and for ever hereafter maintain such Bridge, and the Piers or Abutments and Arch thereof, so  
as



*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

as to leave a clear Space of not less than Twenty-five Feet between the Piers or Abutments thereof, and so that the Span of the Arch thereof over such Canal and Towing-path shall not be less than Twenty-five Feet, measured at Right Angles with the said Canal, of which Seventeen Feet shall be Waterway, and the springing of such Arch from the Piers or Abutments shall be or commence at Eight Feet above the Level of the Towing-path of the Canal, and the Soffit of the Arch of such Bridge shall be Fifteen Feet at the least above the ordinary Top-water Level of the Canal; and the Company shall, at their own Costs and Charges, restore and complete, and put in a perfect State and Condition, the Towing-path of the said Canal, and every such Part thereof as shall be injured by the Erection of such Bridge and the Fences thereof, and shall also make convenient Approaches to such Towing-paths and Canal, in lieu of any Ways or Approaches which may be stopped up or interfered with by the making of the said Bridge over the Canal or the Approach thereto; and all such Works shall be made and completed to the Satisfaction of the Engineer of the *Manchester, Sheffield, and Lincolnshire* Railway Company, the Proprietors of the said Canal, but at the sole Cost and Charges of the Bridge Company.

XXVIII. That if by reason and in execution of any of the Works by this Act authorized or required to be made, or by reason of the bad State of Repair of any such Works, or if by any Act or Omission of the Bridge Company, or any of their Agents, Servants, or Workmen, the said Canal Navigation, or the Towing-paths thereof, shall be so obstructed as that Boats, Barges, or other Vessels navigating or using the same cannot pass, or shall be impeded in the Passage along the same, or in case the Space under the said Bridge over the said Canal shall be at any Time contracted so as to be less in Width or Height than is herein-before prescribed, then and in any of the said Cases the Bridge Company shall forfeit and pay to the said Railway Company, as or by way of ascertained Damages, the Sum of Fifty Pounds for every Day not exceeding Fourteen Days, and so on in proportion for any less Time than One Day, during which the said Obstruction shall continue on the said Navigation; and in default of Payment of the said Sum, or such Proportion thereof as shall then become due, on Demand made by or on behalf of the said Railway Company, to the Secretary, Treasurer, or other Officer of the Bridge Company, the said Railway Company may sue for and recover the same, together with full Costs of Suit, from the Bridge Company by Action or Plaint in any Court of competent Jurisdiction: Provided always, that nothing herein contained shall extend to prevent the Railway Company from recovering against the Bridge Company any special Damage that may be sustained by them on account of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the Bridge Company, and any Action for special Damages

Penalty for obstructing the Navigation.

*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

Damages shall be brought as above mentioned, then the Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damages, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the Bridge Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Railway Company, and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the Bridge Company, and no Action shall be maintained by the said Railway Company against the Bridge Company for the Recovery of any Penalty or Penalties after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable: Provided also, that in case, by any Writing under the Common Seal of the said Railway Company, any Liabilities of the Bridge Company to any Penalty, Action, or Suit in respect of any of the Matters aforesaid shall be consented by the said Railway Company to be remitted, discharged, annulled, or abandoned by them, then the Bridge Company shall no longer be liable under this Act to any such Penalty, Action, or Suit, or other Matter or Thing so consented to be remitted, discharged, annulled, or abandoned.

Company during the Erection and repairs of Works to provide a free navigable Waterway and a Towing-path of sufficient Dimensions.

XXIX. And in order that during the Erection or Construction of the Bridge, Towing-path, and Works by this Act authorized to be made or constructed over the said Canal, Banks, and Towing-paths, and during any Repairs or rebuilding or restoring of such Bridge, Towing-path, or Works, no Obstruction may be occasioned to the Vessels, Barges, and Boats along the said Canal, or to the Passage of the Horses hauling along the said Towing-path, or to the Use of the towing Tackle along the Banks of the said Canal, the Company shall and they are hereby required, at all Times during the Erection or Construction or Repairs, rebuilding or Restoration aforesaid, to leave, provide, and maintain a clear, free, open, and uninterrupted navigable Waterway of not less Width than Sixteen Feet in the said Canal, and also a clear Height above the Surface of the Water sufficient for the free Passage of Vessels, Barges, and Boats along the said Canal, and also a free and uninterrupted Passage for towing Horses and towing Tackle along the Towing-path thereof of not less Width than Six Feet, and the same shall be done to the Satisfaction of the Engineer of the *Manchester, Sheffield, and Lincolnshire* Railway Company for the Time being, but at the sole Costs and Charges of the Bridge Company.

Works affecting the Manchester, Sheffield, and Lincolnshire Railway Company to be construc-

XXX. That the Plans of so much of any of the Works hereby authorized as shall be under, over, or across any Line of Railway or Canal belonging to or in the Occupation of the *Manchester, Sheffield, and Lincolnshire* Railway Company, or any Part of the Works of such Line of Railway or Canal, shall be submitted to and approved of by the Engineer of that Company for the Time being, and after such Approval such Works shall



*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

shall from Time to Time be made, constructed, maintained, and repaired in all respects to the Satisfaction of such Engineer, and the Company hereby incorporated shall make full Compensation for any Damage which may be occasioned to the Railway, Canal, or Works of the said *Manchester, Sheffield, and Lincolnshire* Railway Company, the Amount thereof to be ascertained and settled in the Manner provided by the "Lands Clauses Consolidation Act, 1845," with respect to Cases of disputed Compensation.

ted to the Satisfaction of their Engineer.

XXXI. It shall be lawful for the Company and the said Railway Company to enter into Agreements with each other as to the Mode in which the Works hereby authorized shall be carried under the *Ashton* Branch of the *Manchester, Sheffield, and Lincolnshire* Railway, and as to any Alterations upon the Works of the said *Ashton* Branch, which may be necessary or convenient for that Purpose, upon such Terms and Conditions as may be mutually agreed upon: Provided always, that the Height and Span of the Arch by which the Works hereby authorized shall be carried under the said *Ashton* Branch shall not be less than those specified in respect thereto in the Section of the said Works deposited as aforesaid: Provided also, that no such Alterations shall be made upon the Lands of any Person or Corporation other than the Company and the said Railway Company without the Consent in Writing of such Person or Corporation first had and obtained thereto.

Power to vary Works affecting Railway with Consent.

XXXII. Provided always, That nothing in this Act contained shall extend or be construed to extend to alter, lessen, diminish, abridge, or prejudice the Rights, Powers, or Authorities of the said Railway Company, granted to or acquired by them by or under any of the Acts relating to the said Company, or with the Execution of any of the said Acts, save and except so far as is necessary for the Execution and Maintenance of the Works in and by this Act authorized.

Saving Rights of Manchester, Sheffield, and Lincolnshire Railway Company.

XXXIII. That in constructing that Portion of the Approach to the said Bridge which lies in the said Parish of *Ashton-under-Lyne*, the Company shall and are hereby required to sustain the same, where required by the Parties beneficially interested in the adjoining Lands, by means of retaining Walls, which said retaining Walls shall be, by and at the Expense of the Company, constructed of such Size, of such Materials, and in such Place and Manner as shall be agreed upon between the Company and the said Parties interested in the adjoining Lands respectively; and in case of Dispute as to the said Size, Materials, Place, and Manner of Construction of the same retaining Walls, such Dispute shall be settled in manner provided by the Railways Clauses Consolidation Act, 1845, with respect to the Settlement of Disputes by Arbitration; and that when the said retaining Walls shall have been erected, the same shall and may be used by the said Parties interested in the said Lands for the Purpose

Company required to sustain the Approach to Bridge lying in the Parish of Ashton-under-Lyne, by Means of retaining Walls, &c.



*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

of building on or for any other Purpose: Provided always, that the said Parties beneficially interested shall not thereby prejudicially interfere with the Works of the Company, and after such Use thereof by the said Parties interested the said retaining Walls so used shall for ever thereafter be maintained by the said Parties so using the same respectively.

Earl of Stamford and Warrington may make Communications between Approach to Bridge and adjoining Lands belonging to him.

XXXIV. That it shall lawful for the Earl of *Stamford and Warrington*, his Heirs and Assigns, to make at his and their own Expense such Communications as may be necessary and practicable between the Approach to the said Bridge in the Borough of *Ashton-under-Lyne* and the adjoining Lands belonging to the said Earl, his Heirs and Assigns; and in case of Disagreement between the said Earl, his Heirs or Assigns, and the Company, in relation to such Communications, the same shall be settled in manner provided by the Railways Clauses Consolidation Act, 1845, with respect to the Settlement of Disputes by Arbitration.

If Goit, Mill, &c. belonging to the Earl of Stamford and Warrington shall be obstructed, the Company shall incur Damages during Obstruction.

XXXV. That if by reason or in execution of any of the Works by this Act authorized or required to be done by the Company hereby incorporated, or if by any Act or Omission of their Agents, Contractors, Servants, and Workman, the Goit, Mill Stream, or Run of Water adjacent to the River *Tame*, and belonging to the Earl of *Stamford and Warrington*, or the Footway on the Southerly Bank of the said Goit, Mill Stream, or Run of Water shall, during the Construction of the said Works, or at any Time thereafter, be obstructed, impeded, or in anywise interfered with prejudicially to the said Earl, his Heirs or Assigns, or his or their Lessees, the Company shall forfeit and pay to the said Earl, his Heirs or Assigns, or his or their Lessees respectively, as or by way of liquidated Damages, the Sum of Twenty Pounds for every Day during any Part of which such Obstruction, Impediment, or Interference shall exist.

In case the said Earl shall at any Time recommence working certain Mines, the Company to sink, &c. a similar Shaft to that destroyed by them.

XXXVI. That whereas the Bridge to be erected under the Provisions of this Act, or the Approaches thereto, will pass over the Site of a certain Shaft or Pit, at present disused, belonging to the said Earl: In case at any Time hereafter the said Earl, his Heirs or Assigns, shall intend to recommence working any Mines of the said Earl there situate, and shall give Twenty-one Days Notice in Writing of such Intention to the said Company, the said Company shall, immediately upon the Expiration of the said Twenty-one Days, at their own Costs in all things, sink and construct a Shaft to a similar Depth and of similar Dimensions as that taken by or destroyed by the said Works on a Site to be provided by the said Earl, his Heirs or Assigns, within the Space lying between the said Railway and that Part of the River *Tame* which extends from *Ashton Old Mill* to the Footbridge over the said River near *Barkhousefield Mill*, and in all things fit for working the said Mine for the Use of the said Earl, his Heirs and Assigns; and in case of Default by the said Company, it shall be lawful for the said Earl, his Heirs or Assigns, to construct and sink such

Penalty on Company neglecting to



*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

such Shaft or Pit, and recover the Cost thereof from the Company by Action or Suit in any Court of competent Jurisdiction: Provided always, that if the Company shall construct the said Shaft, the said Earl, his Heirs or Assigns, shall pay towards the Cost of the same such Sum as it would have cost him or them to re-open the existing Shaft; and in case the said Earl, his Heirs or Assigns, shall construct the same, he or they shall deduct a similar Sum from the Moneys to be recovered by him or them from the Company as aforesaid.

sink such Shaft.

XXXVII. That nothing in this Act contained shall extend or be construed to extend to prejudice, lessen, or defeat any Right, Interest, Property, Power, Privilege, Franchise, or Authority of the Lord of the Manor of *Ashton-under-Lyne* for the Time being, but all and every such Rights, Interests, Property, Powers, Privileges, Franchises, and Authorities may be exercised and enjoyed in as full and ample a Manner, to all Intents and Purposes, as the same were exercised and enjoyed before the passing of this Act, except so far as by this Act is otherwise expressly provided.

Saving Rights of Lord of the Manor of Ashton-under-Lyne.

XXXVIII. That every Person who on the said Bridge or Approaches thereto commits any of the following Offences shall be liable to a Penalty not exceeding Forty Shillings for each Offence; (that is to say,)

Penalty on Persons committing any of the Offences herein named.

Every Person who rides, drives, or leads any Horse, Beast, Cattle, Waggon, Wain, Cart, Carriage, Wheelbarrow, or Truck over or upon the Footpath or Causeway on the Side of the Bridge or Approaches; or wilfully obstructs the Passage thereof; or wilfully or negligently destroys or damages any of the said Works; or leaves on the Bridge or Approaches any Waggon, Wain, Cart, Carriage, Wheelbarrow, Truck, Horse, Beast, Cattle, or Thing without some reasonable Cause; or lays, places, or leaves any Rubbish or other Matter whatsoever upon any Part of the Bridge or Approaches, to the Prejudice, Annoyance, or Interruption of any Person travelling thereon:

Every Person who wilfully pulls down, breaks, injures, or damages any Table of Tolls put up or fixed at any Toll Gate or Bar of the Company; or defaces or obliterates any of the Inscriptions, Letters, Figures, or Marks thereon:

Every Person who wilfully pulls up, throws down, breaks, injures, or damages any Posts, Rails, Walls, Buildings, Gates, Lamp Posts, Lamp Irons, Pavement Flags, Drains, or Fences erected, laid down, placed, or put up by the Company or their Surveyor:

Every Person who throws any Earth or Rubbish or other Matter or Thing into any Drain, Ditch, Culvert, Tunnel, or other Water-course made by virtue of this Act, so as to obstruct the Water from running or draining off the said Bridge or Approaches:

Every

*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

Every Person who, without being thereto authorized by the Company or their Surveyor for the Time being, shovels up, scrapes, gathers, or carries away any Stones, Gravel, Sand, or other Materials, Slutch, Dirt, Mire, Drift, or Soil, from off the said Bridge and Approaches or any Part thereof:

Every Person who in any Manner wilfully prevents any other Person from passing him, or any Carriage under his Care, upon the said Bridge or Approaches.

Power to  
erect Toll  
Gates and  
take Tolls at  
the Bridge.

XXXIX. That it shall be lawful for the Company, so soon as the said Bridge shall be completed and made passable for Traffic, to cause to be erected and set up a Toll Gate upon or adjoining the said Bridge, and from Time to Time to erect, provide, and maintain such Toll House or Toll Houses and other Conveniences near or adjoining to the said Toll Gate as the Company shall think proper; and the respective Tolls following shall or may be demanded and taken at the Toll Gate to be erected as aforesaid by such Person as the Company shall from Time to Time appoint to receive the same; (that is to say,)

For every Horse or Beast drawing any Coach, Stage Coach, Chariot, Landau, Barouche, Sociable, Hearse, Litter, Break, Chaise, Curricule, Gig, Car, or other such Carriage, any Sum not exceeding Threepence:

For One Horse or Beast drawing any Cart, Dray, or other such Carriage with less than Four Wheels, any Sum not exceeding Threepence; but if the same shall be drawn by more than One Horse or other Beast, then for the second and every additional Horse or other Beast, any Sum not exceeding One Penny:

For One Horse or Beast drawing any Waggon, Wain, Van, Caravan, or other such Carriage with Four Wheels, any Sum not exceeding Fourpence; but if the same shall be drawn by more than One Horse or Beast, then for the Second Horse or Beast Twopence, and for every additional Horse or Beast any Sum not exceeding Twopence:

For every Horse or Beast, laden or unladen, and not drawing any Carriage, any Sum not exceeding One Penny:

For every Truck or Dog Cart drawn or wheeled by Man or Dog, any Sum not exceeding One Penny:

For every Score of Cattle (Calves excepted), any Sum not exceeding Eightpence, and so in proportion for any less Number:

For every Score of Calves, Pigs, or Sheep, any Sum not exceeding Fivepence, and so in proportion for any less Number:

For every Carriage, of whatever Description, moved or propelled by Steam or Machinery or by any other Power than Animal Power, any Sum not exceeding Sixpence *per* Ton for each and every Ton Weight of such Carriage and of the Things in or upon the same:

Which



*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

Which respective Tolls shall be paid every Time of passing, before any such Horse, Cattle, or Beast, or any such Carriage or Thing as aforesaid shall be entitled to pass through such Toll Gate; and, subject to the Provisions of this Act, the same Tolls shall be vested in the Company for their own Use and Benefit: Provided always, that any Horse or Beast for which the Toll hereby authorized shall have been paid on any Day shall, on Production of a Ticket denoting such Payment, be permitted to repass Toll-free on the same Day (computed from Midnight to Midnight) once for each such Payment, excepting any Horse or Beast drawing any Stage Coach or other such Carriage, or drawing any Post-chaise or other such Carriage with a new Hiring, or drawing any Cart, Waggon, or other such Carriage with a new Lading exceeding Two Hundredweight, in each of which Cases the Toll hereby authorized shall be paid every Time of passing.

XL. That it shall be lawful for the Company, if they think fit, to grant Pass Tickets and Return Tickets, for passing on or along the said Bridge and Approaches, on such Terms and for such Periods not exceeding One Year as they may think proper; but such Pass and Return Tickets shall not be transferable, and shall not be used by or be available to any Person except the Party who has paid for the same, nor shall any such Pass or Return Ticket be used by the Party who may have paid for the same after the Period limited by such Ticket for the Use thereof; and any Party acting in any way contrary to or fraudulently evading this Provision, or using or attempting to use any false or counterfeit Ticket, shall be liable to a Penalty not exceeding Twenty Shillings for each Offence, to be recovered as other Penalties under this Act are directed to be recovered; provided that all Persons may require the Company to issue to them Pass or Return Tickets upon the same Terms as similar Pass or Return Tickets shall at the Time be issued to other Persons.

Power to grant Pass and Return Tickets at Bridge, &c.

XLI. That in all Cases where there shall be a fractional Part of a Halfpenny in the Amount of any of the Tolls by this Act authorized to be taken, the Sum of One Halfpenny shall be demanded, taken, and paid in lieu of such fractional Part.

As to the fractional Part of a Halfpenny.

XLII. That the aforesaid Tolls, and also the Pass or Return Tickets hereby authorized to be issued, shall at all Times be charged equally upon all Persons; and no Reduction, Exemption, or Advance in the said Tolls shall, either directly or indirectly, be made partially, or in favour of or against any particular Person.

Tolls to be charged equally.

XLIII. That no Toll shall be demanded or taken by virtue of this Act for any Horses or Carriages attending, or going to attend, or returning from having attended Her Majesty or any of the Royal Family; or for any Foot Passengers; or for Horses, Carts, or Waggons employed only in

Exemption from Tolls.

[Local.]

5 P

carrying

*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

carrying or conveying any Vagrants sent by a legal Pass, or any Prisoner sent by a legal Warrant, or returning empty after having been so employed; or for any Horses or Carriages, of whatever Description, employed or to be employed in conveying the Mails of Letters and Expresses under the Authority of Her Majesty's Postmaster General, either when employed in conveying, fetching, or guarding such Mails or Expresses, or in returning back from conveying or guarding the same; or for the Horse or Horses of any Officers or Soldiers on their March or on Duty, or for any Horse or Horses or other Beast, or any Cart, Carriage, or Waggon employed in carrying or conveying, or returning empty from carrying or conveying, having been employed only in carrying or conveying, the Arms or Baggage of any such Officers or Soldiers, or employed in carrying or conveying, or returning empty from having been employed only in carrying or conveying, any sick, wounded, or disabled Officers or Soldiers, or for any Waggon, Wain, Cart, or other Carriage whatsoever, or the Horse or Horses or other Cattle drawing the same, employed in conveying any Ordnance or Barrack or Commissariat or other public Stores of or belonging to Her Majesty or for the Use of Her Majesty's Forces, or returning empty from having been so employed; or for any Carriage conveying Volunteer Infantry, or for any Horse furnished by or for any Person belonging to any Corps of Yeomanry or Volunteer Cavalry or Infantry, and rode by him in going to or returning from any Place appointed for and on the Days of Exercise, Inspection, or Review, or on other public Duty, provided that such person be dressed in the Uniform of his Corps, and shall have his Arms, Furniture, and Accoutrements according to the Regulations of such Corps at the Time of claiming the Exemption; or for any Horse or Carriage carrying or conveying any Person to or from his proper Parochial Church or Chapel, or his usual Place of Religious Worship tolerated by Law, upon *Sundays* or any other Day upon which Divine Worship is ordered by Authority to be celebrated; or for any Horse or Carriage carrying or conveying any Person to or from any Election of a Member to serve in Parliament for the Borough of *Ashton-under-Lyne* or either of the Counties of *Lancaster* and *Chester*, on the Day or Days of such Election; and if any Person shall claim and take the Benefit of any of the Exemptions by this Act granted, not being entitled to the same, every such Person for every such Offence shall forfeit any Sum not exceeding Forty Shillings.

List of Tolls  
to be ex-  
hibited on a  
Board.

XLIV. That a List of all the Tolls authorized by this Act to be taken, and which shall be exacted by the Company at the Time, shall be published by the same being painted, upon One Toll Board or more, in distinct Black Letters on a White Ground, or White Letters on a Black Ground, or by the same being printed in legible Characters on Paper affixed to such Board, and such Board shall be exhibited at the Toll Gate where such Tolls shall be made payable.

XLV. That



*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

XLV. That no Tolls shall be demanded or taken by the Company during any Time at which the Board herein-before directed to be exhibited shall not be so exhibited.

Tolls to be taken only whilst Board exhibited.

XLVI. That it shall be lawful for the Company, from Time to Time, at any Ordinary or Extraordinary Meeting to be held in pursuance of this Act, to vary or reduce all or any of the Tolls hereby granted for such Time as they shall think proper, and again to raise the Tolls so varied or reduced, or any Part thereof, so that the same do not exceed the Tolls herein-before granted; and the Tolls so varied, reduced, or again raised, shall be collected and recovered in the same Manner as the Tolls hereby granted are authorized or directed to be collected and recovered.

Power to reduce and vary Tolls.

XLVII. That if any Person, subject to the Payment of the Tolls hereby made payable, or any of them, or any Person having Charge of any Horse, Beast, Cattle, Carriage, or Thing in respect of which Toll is payable under this Act, shall, after Demand thereof made by any Collector appointed to receive Toll, neglect or refuse to pay the same, or any Part thereof, it shall be lawful for such Collector by himself, or taking such Assistance as he shall think necessary, to seize and distrain any Horse, Beast, Cattle, Carriage, or Thing for or in respect of which such Toll ought to have been paid, together with the Bridle, Saddle, Gear, Harness, and Accoutrements thereunto belonging, (except the Bridle or Reins of any Horse or other Beast separate from the Horse or Beast,) or any Carriage drawn by any such Horse, Cattle, or Beast, or any of the Goods or Chattels of the Person so neglecting or refusing to pay; and if such Toll and the reasonable Charges of such Seizure and Distress shall not be paid within the Space of Four Days next after such Seizure and Distress made, the Person so seizing and distraining may sell the Horse, Cattle, Beast, Carriage, Goods, Chattels, or Things so seized and distrained, or any Part thereof, returning the Overplus of the Money arising from such Sale (if any), and what shall remain unsold, upon Demand, to the Owner thereof, after such Toll, and reasonable Charges occasioned by such Seizure, Distress, and Sale, shall be deducted.

Power to stop any Person refusing to pay Toll.

XLVIII. That if any Person shall evade the Payment of the said Tolls by any Means whatever, or shall forcibly pass along the said Bridge or through the Toll Gate without having paid the said Tolls, or shall assault, interrupt, or obstruct any Person employed in the Collection of the said Tolls, every Person offending in any such Cases shall for every such Offence forfeit any Sum not exceeding Five Pounds.

Penalty for evading Toll.

XLIX. That every Collector of the Tolls by this Act granted shall place his Christian Name and Surname, painted on a Board in distinct and legible Characters, on some conspicuous Part of the Toll House or Toll Gate

For punishing Toll Collectors misbehaving.

Gate



*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

Gate whereat he shall be on Duty; and if any Collector of the said Tolls shall not place such Board as aforesaid, and keep the same there during the Time he shall be on Duty as aforesaid, or shall demand or take a greater or less Toll than he shall be authorized to do by virtue of the Powers of this Act and of the Orders of the Company made in pursuance thereof, or shall demand or take Toll from any Person who shall be exempt from the Payment thereof, and claim such Exemption, or shall refuse to permit any Person to read, or shall in anywise hinder any Person from reading, the Inscriptions on the Boards to be affixed and placed as aforesaid, or shall unnecessarily detain or wilfully obstruct or hinder any Person, or any Horse, Beast, Cattle, or Carriage in respect of which the legal Toll has been paid or tendered, from passing upon or along the Bridge, or shall make use of any scurrilous or abusive Language to any Officer or Servant of the Company, or to any Passenger upon the Bridge, then and in every such Case every such Collector shall forfeit any Sum not exceeding Five Pounds for every such Offence.

Delivery of  
Matters in  
Possession or  
Custody of  
Toll Collec-  
tors at Re-  
moval.

L. That if any Collector of Tolls or other Officer employed by the Company be discharged or suspended from his Office, or die, or abscond, or absent himself, and if such Collector or other Officer, or the Wife, Widow, or any of the Family or Representatives of any such Collector or other Officer, refuse or neglect, after Seven Days Notice in Writing for that Purpose, to deliver up to the Company, or to any Person appointed by them for that Purpose, any Dwelling-house, Office, or other Building, with its Appurtenances, belonging to the Company, or any Books, Papers, or other Matters belonging to the Company, in the Possession or Custody of any such Collector or Officer at the Occurrence of any such Event as aforesaid, then, upon Application being made by the Company to any Justice, it shall be lawful for such Justice to order any Constable, with proper Assistance, to enter upon such Dwelling-house, Office, or other Building, and to remove any Person found therein, and to take possession thereof, and of any such Books, Papers, or other Matters, and to deliver the same to the Company or any Person appointed by them for that Purpose.

Power to  
lease the  
Tolls.

LI. That it shall be lawful for the Company, from Time to Time, by Lease to take effect in possession within Three Months from the letting thereof, to let the Tolls to be collected by virtue of this Act to any Party for any Period not exceeding Seven Years from the Commencement of any such Lease: Provided always, that no such letting shall take place unless public Notice of the Intention to let the Tolls shall have been given by the Company, by Advertisement at least Fourteen Days prior to the Meeting of the Directors at which it shall be intended to let the Tolls.

LII. That



*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

LII. That during the Continuance of any such Lease the respective Lessees named therein, and also all Persons appointed by them to collect the Tolls so let, shall be deemed Collectors of the Tolls so let, and they shall have the same Power to collect and recover such Tolls, and be subject to the same Rules, Duties, and Penalties in reference thereto, as if he, she, or they had been appointed for that Purpose by the Company.

Lessees to  
be deemed  
Collectors.

LIII. That if any such Lease shall have become void or voidable, according to any Stipulations therein contained for that Purpose, by reason of the Failure on the Part of the Lessee to comply with any of the Terms of such Lease, or if all or any Part of the Rent thereby reserved shall be in arrear or unpaid for Twenty-one Days after the same shall have become payable, it shall be lawful for the Company to determine such Lease, and the same shall accordingly be utterly void, except as to the Remedies of the Lessors for Payment of the Rent due, or in respect of unperformed or broken Obligations, Conditions, or Covenants on the Lessee's Part, all which Remedies shall remain in full force; and in every such Case the Company may again let the Tolls to the same or any other Person, or cause them to be collected, in the same Manner as if no such former Lease had been made relative thereto.

Power to  
determine  
Lease of  
Tolls.

LIV. That upon the Determination of any such Lease, it shall be lawful for any Justice, upon Application made by the Company, to order any Constable with proper Assistance to enter upon any Toll House, Dwelling-house, Office, Weighing Machine, or other Building, with the Appurtenances thereto, belonging to the Company, and to remove from the same the Lessee or Collector or other Person found therein, together with his Goods, and to take possession thereof and of the Property found therein belonging to the Company, and to deliver the same to them or any Person appointed by them for that Purpose.

Lessees  
making de-  
fault to be  
removed.

LV. That no Waggon, Cart, or other Carriage or Engine shall be allowed to come upon or pass along the Bridge with a greater Weight than Six Tons, including the Weight of such Waggon, Cart, or other Carriage, under a Penalty not exceeding the Sum of Forty Shillings, to be forfeited and paid by the Owner of such Waggon, Cart, or other Carriage to the Company, for every Time such Waggon, Cart, or other Carriage shall come upon or pass along the Bridge with a greater Weight than Six Tons, including the Weight of such Waggon, Cart, or other Carriage or Engine.

As to  
Weights al-  
lowed to be  
carried over  
the Bridge.

LVI. That it shall lawful for the Company to cause to be erected, at or near the said Bridge, or at such Distance therefrom as they shall think expedient, One or more Weighing Machines proper for the weighing of

Power to  
erect  
Weighing  
Machines.

[Local.]

5 Q

Waggons

*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

Waggons and other Carriages conveying Goods, Wares, or other Articles, provided that such Weighing Machines be placed in such Situation as shall not impede the free Passage of Persons using the Approaches and not going along the Bridge.

Toll Keeper  
may weigh  
Carriages,  
&c.

LVII. That the Keeper of the said Weighing Machine or of the said Toll Gate, or any other Person to be appointed by the Company or by their Lessee, shall or may require every Driver or Conductor of any Waggon, Cart, or other Carriage or Engine which shall come upon or pass along the said Bridge, and which he shall suspect to be of a greater Weight than Six Tons, including the Loading thereof, to be weighed at such Weighing Machine as aforesaid; and if any such Driver or Conductor, or if the Owner of such Waggon, Cart, or other Carriage or Engine, shall refuse to allow the same to be weighed, or shall resist any Weighing-machine Keeper, Toll-gate Keeper, or Toll Collector in weighing the same, every such Driver, Conductor, or Owner shall forfeit and pay to the Company any Sum not exceeding Five Pounds.

Annual  
Account to  
be made up  
and trans-  
mitted to the  
Town Clerk  
of Ashton-  
under-Lyne.

LVIII. That the Company shall every Year cause an Account in Abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied by virtue of this Act for the Year ending on the Thirty-first Day of *December* or some other convenient Day in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account, duly audited and certified by the Chairman or some other One of the Directors, and by the Auditors or One of them, and shall transmit a Copy of the said Account, free of Charge, to the Town Clerk of the Borough of *Ashton-under-Lyne*, on or before the Thirty-first Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Hours on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the Company shall omit to prepare or transmit such Account as aforesaid, they shall forfeit for every such Omission the Sum of Ten Pounds.

Recovery of  
Damages and  
Penalties.

LIX. That the Clauses of the Railways Clauses Consolidation Act, 1845, with respect to the Recovery of Damages not specially provided for, and of Penalties, and to the Determination of any other Matter referred to Justices, and with respect to the Settlement of Disputes by Arbitration, and with respect to Mines lying under or near the Railway, and also Sections 18, 19, 20, 21, 23, 53, 54, 55, 56, 57, and 58, of the said last-mentioned Act, shall be and the same are hereby incorporated with this Act, and such Clauses and Sections shall be construed as if the Words "Bridge and Approaches" had been used therein instead of the Word "Railway."

LX. That



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*The Ashton-under-Lyne and Dukinfield Bridge Act, 1854.*

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LX. That all the Costs, Charges, and Expenses of applying for for Expenses of  
obtaining, and passing this Act, and preparatory thereto, shall be paid by Act.  
the Company.

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