



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

# VICTORIÆ REGINÆ.

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## *Cap. cclxxiii.*

An Act for the Construction of Railways in the County of *Lancaster*, to be called “The *Lancashire Union Railways* ; and for other Purposes.  
[25th July 1864.]

WHEREAS it would be of public and local Advantage if improved Railway Communication were established between the Towns and Places of *Blackburn*, *Chorley*, *Wigan*, and *Hindley*, in the County of *Lancaster* ; and such Purposes would be effected if the Railways herein-after described were constructed : And whereas the several Persons herein-after named, with others, are willing to construct such Railways : And whereas Plans and Sections showing the Lines of the proposed Railways and the Lands which may be required under this Act, and Sections showing the Levels of the proposed Railways, together with a Book of Reference to the said Plans, have been deposited with the Clerk of the Peace for the County of *Lancaster* : And whereas it is expedient that the *London and North-western Railway Company* should be empowered to subscribe towards the Purposes of this Act, and to hold Shares in the Capital of the Company incorporated under this Act, and to appoint Directors of such Company : And whereas it is also expedient that the *London and North-western Railway Company* and the Company incorporated under this Act should be empowered to

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enter into and carry into effect Agreements as in this Act provided: And whereas the Objects of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title. 1. This Act may for all Purposes be cited as "*The Lancashire Union Railways Act, 1864.*"

8 & 9 Vict. cc. 16., 18., & 20.,  
23 & 24 Vict. c. 106., and  
26 & 27 Vict. c. 92. incorporated.  
2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act, so far as the same respectively are applicable to the Objects and Purposes of this Act, and are not altered or otherwise provided for by this Act.

Same Meanings to Words in incorporated Acts as in this Act.  
3. The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Interpretation of Terms.  
4. In this Act the Expression "the Company" shall mean the *Lancashire Union Railways Company* incorporated by this Act, the Expression "the *London and North-western Company*" shall mean the *London and North-western Railway Company*, the Expression "the Railways" shall mean the Railways and Works in connexion therewith by this Act authorized, and the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act incorporated herewith, shall be read and 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.

Company incorporated.  
5. The Right Honourable *James Earl of Crawford and Balcarres*, the Honourable *Alexander William Crawford Lindsay* (commonly called the Lord *Lindsay*), *John Lancaster*, *Alfred Hewlett*, *John Fletcher*, *John Knowles*, *Ralph Fletcher*, *John Pearson*, *Thomas Knowles*, *George Jackson*, *Samuel Swire*, *John Taylor*, *James Diggle*, and *James Gidlow*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of making and maintaining the Railways, and for other the Purposes of  
this



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this Act, and for those Purposes are by this Act incorporated by the Name of "the *Lancashire Union Railways Company*," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act.

6. The Capital of the Company shall be Two hundred and fifty thousand Pounds in Two thousand five hundred Shares of One hundred Pounds each. Capital.

7. It shall not be lawful for the Company to issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid in respect thereof. Shares not to issue until One Fifth paid up.

8. Ten Pounds a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Two Thirds of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any One Year upon any Share. Calls.

9. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole Eighty-three thousand Pounds, but no Part thereof shall be borrowed until the whole of the Capital of Two hundred and fifty thousand Pounds is subscribed for *bonâ fide*, and One Half thereof is paid up, and the Company has proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for the whole of the Capital have been issued and accepted *bonâ fide*, and that not less than One Fifth Part of the Amount thereof has been paid on account of each separate Share before or at the Time of the Issue or Acceptance thereof, and that such Shares were issued *bonâ fide* and are held by the Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable. Power to borrow on Mortgage.

10. The Mortgagees under this Act may enforce the Payment of the Arrears of Interest, or of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Fifteen thousand Pounds. Arrears may be enforced by Appointment of a Receiver.

11. All and every Part of the Money raised under this Act, whether by Shares or borrowing, shall be applied only for Purposes authorized by this Act. Application of Monies.

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First Ordinary Meeting.

12. The First Ordinary Meeting of the Company shall be held within Three Months after the passing of this Act.

Number of Directors.

13. The Number of Directors shall be Nine: Provided always, that the Company from Time to Time may vary the Number of Directors, so as the Number be not more than Nine nor less than Six.

Quorum.

14. The Quorum of a Meeting of Directors shall be Three.

First Directors.

15. The Honourable *Charles Hugh Lindsay, John Lancaster, Alfred Hewlett, John Fletcher, John Knowles, John Pearson, George Jackson, George Samuel Fereday Smith, and Samuel Swire* shall be the First Directors of the Company.

Qualification of Directors.

16. The Qualification of a Director shall be the Possession in his own Right of Shares to the aggregate nominal Amount of Fifteen hundred Pounds.

Election of Directors.

17. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting held after the passing of this Act, and at that Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act or any of them, or the Meeting may elect a new Body of Directors, or so many Directors as are required to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election.

Subsequent Election of Directors.

18. At the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting, the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained, and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845."

Newspaper for Advertisements.

19. The Newspaper for Advertisements shall be any Newspaper published in the County of *Lancaster*.

Power to take Lands.

20. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time enter upon, take, and use all or any of the Lands defined on the deposited Plans and



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and described in the deposited Books of Reference which may be requisite for the Purposes of the Railways by this Act authorized.

21. Subject to the Provisions of this Act, the Company may from Time to Time make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use, the Railways following, with all proper Stations, Approaches, Works, and Conveniences connected therewith; (that is to say,)

Power to make Railways authorized by this Act.

So much of the Railway shown on the deposited Plans as intended to commence in the Township of *Parr* in the Parish of *Prescot* by a Junction with the *Broad Oak* or *Blackbrook* Line of the *Saint Helen's* Company, and to terminate in the Township of *Haigh* in the Parish of *Wigan*, as is situate between the Brook numbered on the deposited Plans 100a, in the Parish of *Wigan* and the Terminus of the said Railway in the Township of *Haigh*:

A Railway to commence in the Township of *Standish-with-Langtree* in the Parish of *Standish* by a Junction with the *North Union* Railway, and to terminate at or near the Road numbered on the deposited Plans 128 in the Parish of *Standish*:

A Railway wholly within the Township of *Hindley* in the Parish of *Wigan*, to commence by a Junction with the intended Railway first herein-before described, and to terminate by a Junction with the *Eccles, Tyldesley, and Wigan* Branch of the *London and North-western* Railway:

A Railway wholly in the Township of *Ince-in-Makerfield* in the Parish of *Wigan*, to commence by a Junction with the *Lancashire and Yorkshire* Railway, and to terminate by a Junction with the intended Railway first herein-before described:

A Railway wholly in the Township of *Ince-in-Makerfield* in the Parish of *Wigan*, to commence by a Junction with the *New Springs* Branch of the *North Union* Railway, and to terminate by a Junction with the intended Railway first herein-before described:

A Railway wholly in the Township of *Adlington* in the Parish of *Standish*, to commence by a Junction with the intended Railway secondly herein-before described, and to terminate by a Junction with the *Bolton and Preston* Section of the *North Union* Railway:

A Railway to commence in the Township of *Heath Charnock* in the Parish of *Standish* by a Junction with the intended Railway secondly herein-before described, and to terminate in the Township of *Coppull* in the same Parish.

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22. As

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Regulating  
Inclinations  
of certain  
Roads.

22. As regards the Roads next herein-after mentioned, the Company may make those Roads respectively, when altered for the Purposes of this Act, of any Inclinations not steeper than the respective Inclinations herein-after mentioned in connexion with those Roads respectively; (that is to say,)

No. of Road on Plan.	Parish.	Description of Road.	Intended Rate of Inclination.
103a	Standish -	Public Carriageroad -	1 in 18 on One Side.
130	Standish -	Public Carriageroad -	1 in 14.

Lands for ex-  
traordinary  
Purposes.

23. The Company may purchase by Agreement, in addition to the Lands by this Act authorized to be purchased compulsorily, any Quantity of Land for the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," not exceeding Ten Acres.

Powers for  
compulsory  
Purchases  
limited.

24. 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 after the passing of this Act.

Period for  
Completion  
of Works.

25. The Railways shall be completed within Four Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railways or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

As to Bridge  
under the  
Lancashire  
and York-  
shire Rail-  
way.

26. The Railway firstly herein-before described shall be carried under the *Lancashire and Yorkshire* Railway by means of a Bridge, to be well and substantially built of Stone, Brick, or Iron, and the same shall be so made as that the Line and Levels of the said *Lancashire and Yorkshire* Railway shall be maintained; and such Bridge shall be constructed under the Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *Lancashire and Yorkshire* Railway Company, and the same shall for ever afterwards be maintained and kept in perfect Order and Repair to the like Satisfaction by and at the Expense of the Company; and the said Railway and the Works connected therewith shall be so constructed, maintained, and repaired as that the said *Lancashire and Yorkshire* Railway shall not be interfered with, nor any of the Culverts, Drains, or Sewers belonging thereto obstructed, except during the Construction and Maintenance of the several Railways and Works hereby authorized, and then only so far as shall be absolutely necessary for that Purpose; and if the Company shall, in the Execution or Maintenance of the Works authorized by this Act, injure



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injure or obstruct the said *Lancashire and Yorkshire* Railway, or the Banks or Sides thereof, or any of the Works belonging thereto, they shall with all due Despatch at their own Expense repair and make good such Injury, and remove such Obstruction, and also pay to the said *Lancashire and Yorkshire* Railway Company, and to the Persons using their Railway, full Compensation for the Damage which may have been sustained in consequence of such Injury or Obstruction; and in case the Company shall not forthwith repair such Injury and remove such Obstruction as aforesaid, it shall be lawful for the *Lancashire and Yorkshire* Railway Company to repair and remove the same and to recover the Expenses connected therewith, and all Loss occasioned thereby, from the Company by Action or Suit in any Court of Law or Equity having competent Jurisdiction.

27. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to enter upon any of the Lands belonging to the *Lancashire and Yorkshire* or the *North Union* Railway Company, or to alter, vary, or interfere with the said *Lancashire and Yorkshire* or *North Union* Railway, or any of the Works thereof, further or otherwise than is necessary for the Construction of the said Bridge and for the Junctions hereby authorized, without the Consent in Writing of the *Lancashire and Yorkshire* Railway Company in every instance for that Purpose first had and obtained.

Not to take Lands, &c. of the *Lancashire and Yorkshire* Railway Company without Consent.

28. And whereas the Line of Railway firstly before described being the Main Line, and also the Railway or Branch Line Number 4. on the said deposited Plans of the Company, and before described as wholly within the Township of *Hindley*, and hereby respectively authorized, or One of them, will intersect or pass through, along, or upon, and also near to certain Lands containing valuable Mines and other Minerals belonging to the Trustees under the Will of the Most Noble *Francis* Duke of *Bridgewater*, herein-after called the *Bridgewater* Trustees: Be it enacted, That the *Bridgewater* Trustees, their Heirs and Assigns, or other the Owners, Lessees, or Occupiers for the Time being of the Lands and Mines respectively, or any of them, shall be and they are hereby authorized, at their own Expense, from Time to Time and at any Time hereafter, as and when Occasion may require, to make, construct, lay down, and maintain, and also from Time to Time to alter any Tramways, Railways, Culverts, Roads, Passages, and Pipes, and also Telegraph Wires, and other Wires and Ropes, as well above as below (but not across on the Level of) the Rails of the said Main Line and Branch Line Number 4., or either of them, and over, under, through, and across any of the Lands which may be taken by the Company for the Purposes of or in connexion with such Main or Branch Lines, in order to afford Communications from

Power to Duke of *Bridgewater's* Trustees to make Communications through Two of the Railways.

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from one Side to the other of the said Main or Branch Lines, or either of them, at such Places, to such Extent, and in such Manner as the said *Bridgewater* Trustees, their Heirs or Assigns, or such Owners, Lessees, or Occupiers could or might have made the same if this Act had not passed.

Communica-  
tions may be  
made on  
Inclined  
Planes.

**29.** It shall be lawful for the said *Bridgewater* Trustees and their Heirs and Assigns, or other the Owners, Lessees, or Occupiers for the Time being of the said Lands and Mines respectively, to make collateral Branch Railways to communicate with the Main and Branch Lines respectively hereby authorized to be made, or any of them, in manner provided by "The Railways Clauses Consolidation Act, 1845," although such collateral Branch Railways may respectively communicate with the said Main or Branch Lines of Railway on an Inclined Plane, provided such Inclined Plane shall not be of greater Inclination than One Foot in Seventy Feet; and such Communication shall be made so as not to interfere with the Safety of the Public.

Works to be  
under the  
Superintend-  
ence of the  
Company's  
Engineer.

**30.** Provided always, That all such Crossings, Communications, Junctions, collateral Branches, and other Works, so far as the same shall be upon the Company's Land, shall be made, constructed, laid down, maintained, and altered to the reasonable Satisfaction and under the Superintendence of the Engineer of the Company hereby incorporated, and so as not to occasion any Stoppage of or Impediment to the Passage of the Traffic along the said Railway or Branch Line, or any Damage or Injury to such Railway or Branch, or cause any greater Inconvenience to the Company than is absolutely necessary; and no such Crossing, Communication, Junction, collateral Branch Railway, or Work shall, without the Consent of the Company, be made so as to interfere with any Station on the said Railway or Branch; and all Damage or Injury occasioned to the Company by the making, maintaining, repairing, or altering any of those Crossings, Communications, Junctions, collateral Branch Railways, or Works, or by reason of the Failure thereof, shall be made good to the Company by the Persons who shall have made the same.

Differences  
as to Com-  
munications  
to be settled  
by Justices.

**31.** In case any Difference shall arise as to the Manner or Time of making such Crossings, Communications, Junctions, collateral Branch Railways, or Works or Alterations therein, or the Maintenance thereof, or the Places at which the same shall be made, such Difference shall be determined by Two Justices in the Manner provided by the said "Railways Clauses Consolidation Act, 1845," in case of Difference as to Accommodation Works.

Power to  
E. of Craw-  
ford and  
Balcarres to

**32.** And whereas the Lines of Railway firstly and secondly before described, and hereby authorized, will respectively intersect or pass through, along, or upon, and also near to a large Extent of Lands containing



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containing valuable Mines and other Minerals belonging to the Right Honourable *James Earl of Crawford and Balcarres*, and situate in the Townships of *Wigan, Haigh, Blackrod, and Adlington*: Therefore, the said Earl, and his Heirs and Assigns, or other the Owners, Lessees, or Occupiers for the Time being of the said Lands and Mines, or any Part thereof respectively, shall be, and he and they, or any of them, is and are hereby authorized at his or their own Expense from Time to Time and at any Time hereafter, as and when Occasion may require, to make, construct, lay down, and maintain, and also from Time to Time to alter all such Railways, Tramways, Culverts, Roads, Passages, and Pipes, and also Telegraph Wires, and other Wires and Ropes as well above as below (but not across on the Level of) the said Lines of Railway, Nos. 1. and 2. respectively, or either of them, and over, under, through, and across any of the Lands which may be taken by the Company for the Purposes of or in connexion with such Railways, or either of them, in order to afford Communications from one Side to the other of the said Lines of Railway, or either of them, at such Places, to such Extent, and in such Manner as the said Earl of *Crawford*, his Heirs or Assigns, or such Owners, Lessees, or Occupiers could or might have made the same if this Act had not passed.

make Communications through Two of the Railways.

**33.** It shall be lawful for the said Earl of *Crawford*, and his Heirs and Assigns, or other the Owners, Lessees, or Occupiers for the Time being of the said Lands and Mines respectively, to make collateral Branch Railways to communicate with the Lines of Railway respectively hereby authorized to be made, or any of them, in manner provided by "The Railways Clauses Consolidation Act, 1845," although such collateral Branch Railways may respectively communicate with the said Lines of Railway on an Inclined Plane, provided such Inclined Plane shall not be of greater Inclination than One Foot in Seventy Feet, and such Communication shall be made so as not to interfere with the Safety of the Public.

Communications may be made on Inclined Planes.

**34.** Provided always, That all such Crossings, Communications, Junctions, collateral Branches, and other Works, so far as the same shall be in the Company's Land, shall be made, constructed, laid down, maintained, and altered, to the reasonable Satisfaction and under the Superintendence of the Engineer of the Company, and so as not to occasion any Stoppage of or Impediment to the Passage of the Traffic along the said Lines of Railway, or any Damage or Injury to such Lines of Railway, or cause any greater Inconvenience to the Company than is absolutely necessary; and no such Crossing, Communication, Junction, collateral Branch Railway, or Work, shall, without the Consent of the Company, be so made as to interfere with any Station on the said Lines of Railway or either of them; and all Damage or Injury occasioned to the Company by making, maintaining, repairing,

Works to be under the Superintendence of the Company's Engineer.

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or

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or altering any of those Crossings, Communications, Junctions, collateral Branch Railways, or Works, or by reason of the Failure thereof, shall be made good to the Company by the Persons who shall have made the same.

Differences as to Communications to be settled by Justices.

**35.** In case any Difference shall arise as to the Manner or Time of making such Crossings or Communications, or Alterations therein, or the Maintenance thereof, or the Places at which the same shall be made, such Difference shall be determined by Two Justices in the Manner provided by the said "Railways Clauses Consolidation Act, 1845," in case of Difference as to Accommodation Works.

Company to erect Passenger Station at Red Rock Bridge, Haigh.

**36.** Previous to the opening of the Railway secondly described, the Company shall and will erect, make, construct, and complete a convenient Passenger Station or Stopping Place, with suitable Buildings, Approaches, Works, and Conveniences at or near *Red Rock Bridge* in the Township of *Haigh*, and provide such Station Attendance thereat as shall be suitable and proper for the Accommodation and Convenience of the Public resorting thereto; and shall at all Times from and after the opening of the said Railway cause an adequate Number of Passenger Trains in each Direction and during each Day to stop at such Station for the Purpose of taking up and setting down Passengers thereat.

For Protection of Leeds and Liverpool Canal.

**37.** And whereas the intended Railway firstly herein-before described will be carried over the Canal of the Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool* (in this Act called the *Leeds and Liverpool Canal Company*), over a Basin of the said Canal, between the Ninth and Tenth Locks of the said Canal, near *Kirkless* in the Township of *Ince*, and it is expedient to provide against Obstructions being caused thereby to the free Navigation of the said Canal: Therefore, in carrying the said Railway over the said Canal, the Company shall and they are hereby required at their own Expense to make a good and substantial Bridge of Brick, Stone, Wood, or Iron over the same Basin and the Towing-path thereof respectively, with Approaches thereto, and with perpendicular Foundation Walls to such Bridge, the under Side of the Keystone or Arch of such Bridge, or the under Side of the Beams or Girders thereof, for the whole Breadth of the Span, not being less than Eleven Feet in Height above the Top-water Level of the said Canal, and the Opening or Span of such Bridge so constructed as to span over the entire Width of the Canal and Towing-path, and the Space between the Piers of such Bridge (except so much thereof as shall be occupied by the Towing-path of such Canal) shall after the said Bridge shall have been completed from Time to Time and at all Times thereafter (except during the necessary Repairs of the said Bridge, or the Erection of any future Bridge



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Bridge in lieu thereof,) be left and preserved an open, uninterrupted, navigable Waterway.

**38.** The Company shall not in any way lessen or interfere with the Space of the Pool between the said Ninth and Tenth Locks in *Ince* aforesaid, or do any Matter or Thing whereby such Space may be lessened, or interfere with the free Supply of Water there.

Not to interfere with Pool between Locks 9 and 10 in Ince.

**39.** The Company shall make good all Damage that may be occasioned to the Works and Property of the *Leeds and Liverpool* Canal Company by the Construction, Renewal, or Want of Repair of the said Arch or Bridge or Works by this Act authorized to be made; and if for Seven Days after Notice in Writing, given 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 same, and the Amount expended by them in so doing shall be paid to them by the Company: Provided always, that in any Case of pressing Necessity the *Leeds and Liverpool* Canal Company may proceed to make good such Damages and recover Payment for the same without giving such Notice as aforesaid.

Damages to be made good.

**40.** In case by reason or in the Execution of such Bridge and Works the said Canal shall be so obstructed as that Boats, Barges, and other Vessels navigating or using the same shall not be able to pass along the same, then 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 such Obstruction shall continue on the said Canal, and so in proportion respectively for any less Time than One Day; and in default of Payment of the said Sum on Demand being made on the Secretary of the Company, any Two or more of Her Majesty's Justices of the Peace for the County of *Lancaster* are hereby empowered, on Application to them made by the *Leeds and Liverpool* Canal Company, or by any Person or Persons by them authorized by Warrant under their Hands and Seals, to cause the Amount of such Sum or Sums of Money to be levied by Distress and Sale of any Goods and Chattels of the Company, and to be paid to the *Leeds and Liverpool* Canal Company, or to their Treasurer or Clerk for the Time being, rendering the Overplus (if any) on Demand, after deducting the reasonable Charges for making such Distress and Sale, and the Costs and Expenses of hearing and determining the Matter in dispute, to the Secretary of the Company for the Use of the Company, otherwise the *Leeds and Liverpool* Canal Company may sue for and recover the same, together with Costs of Suit, against the Company in any Court of competent Jurisdiction.

Navigation of the Leeds and Liverpool Canal not to be obstructed.

**41.** Provided



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Company  
liable for  
special  
Damage.

41. Provided always, That nothing herein contained shall prevent the *Leeds and Liverpool Canal Company* from recovering against 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 oozing or escaping from the said Canal, or on account of any Act, Work, Neglect, or Default of the Company not herein specifically provided for, and the *Leeds and Liverpool Canal Company* may sue for and recover such Damage accordingly.

Bridge to  
be kept in  
good Repair.

42. The Company shall and they are hereby required (unless and until the said Railway where it crosses the said Canal shall at any Time be abandoned by the Company) at their own Expense to maintain the said Bridge and Works in perfect Repair; and if that Part of the said Railway shall at any Time be abandoned by the Company, the Company shall at their own Expense remove the said Bridge and Works, if they shall be required so to do by the *Leeds and Liverpool Canal Company*.

Company  
not to  
deviate so as  
to take any  
Property of  
the said  
Canal  
Company.

43. It shall not be lawful for the Company to make any Deviation or Diversion whatever exceeding Five Yards in the Line, Course, or Direction of the said Railway near the said Canal, as delineated and shown on the said Plans thereof deposited as aforesaid, by which the said Canal, or the Locks, Towing-paths, Bridges, Buildings, Land, Property, or Works of the *Leeds and Liverpool Canal Company*, or any of them, or any Part thereof, shall be taken, used, or damaged for any Purpose whatsoever, without the Consent in Writing, under their Common Seal, of the *Leeds and Liverpool Canal Company* first had and obtained.

Saving  
Rights of  
*Leeds and  
Liverpool  
Canal  
Company*.

44. 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*.

For Protec-  
tion of Lan-  
caster Canal  
Company.

45. In carrying any of the Railways under or over the Canal of the Company of Proprietors of the *Lancaster Canal Navigation* (hereinafter referred to as "the *Lancaster Canal*"), the Company shall do so by means of the following Works; (to wit,)

A. Where the Railway is intended to be carried under the *Lancaster Canal*, the same shall be so carried and constructed as not to injure the Canal or the Works thereof:

B. In



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B. In every Case where the Railway is intended to be carried over the *Lancaster* Canal, the same shall be so carried by means of a good and substantial Brick, Stone, or Iron Bridge, the under Side of which Bridge shall be not less in any Part than Eleven Feet above the Top-water Level of the *Lancaster* Canal, and the Space between the Abutments of which Bridge shall be such as shall leave not less than a clear Width of Twenty-four Feet, of which Space Seventeen Feet Six Inches shall be appropriated to the Waterway of the Canal; and the requisite Works shall be made by the Company in such Position as shall be reasonably determined by the Engineer of the said Company of Proprietors (herein-after referred to as "the *Lancaster* Company"), and in such Manner as that the Waterwings to the Extent of not less than Fifty Feet on each Side of such Bridge and Towing-path Wall shall be gradually and not abruptly contracted, and the Waterwings shall be backed up with good and sufficient Puddle and Materials, to the reasonable Satisfaction of the said Engineer:

And all such Works as aforesaid shall be executed to the reasonable Satisfaction of the Engineer of the *Lancaster* Company and shall for ever thereafter be maintained by the Company in perfect Repair and Condition, and to the Satisfaction of that Engineer, and so that the Arches or under Side of all such Bridges over the Canal shall be maintained at least Eleven Feet above the Top-water Level of the Canal.

46. During the making and executing of such Works and the necessary Repairs and Renewal thereof respectively, the Company shall at all Times leave an open and uninterrupted navigable Waterway in the *Lancaster* Canal of not less than Sixteen Feet in Width, and a Passage over the Towing-path of not less than Six Feet in Width: Provided nevertheless that the Company may temporarily divert the said Canal, in the Township of *Haigh*, in the Field marked No. 49. on the deposited Plan, for the Purpose and during the Period of the Construction of the Bridge there under the Canal.

Uninterrupted Waterway to be left during Construction of Works.

47. The Company shall make good all Damage that may be occasioned to the Works or Property of the *Lancaster* Company by the Construction, Renewal, or Want of Repair, or Abandonment of the Works by this Act authorized or directed to be made; and if for Seven Days after Notice in Writing given to the Company by the *Lancaster* Company, the Company neglect to proceed with due Diligence to make good such Damage, the *Lancaster* Company may, if they shall think fit, make good the same, and the Amount expended by them in so doing shall be paid to them by the Company: Provided always, that in case of pressing Necessity the *Lancaster* Company

Damages to be made good.



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may proceed to make good such Damage and recover Payment for the same without giving such Notice as aforesaid.

Navigation of the Canal not to be obstructed.

48. If by reason of the Execution of any of the Works by this Act authorized or directed, or by reason of the Want of Repair of any such Works, it shall happen that the *Lancaster* Canal or Towing-path shall be so obstructed that Boats or Barges or the Horses drawing the same shall not be able to pass along the *Lancaster* Canal or the Towing-path thereof, the Company shall pay to the *Lancaster* Company as ascertained Damages Fifty Pounds for every Day during which such Obstruction shall continue on the Canal, and so in proportion for any less Time than One Day.

Company to be liable for special Damage.

49. Provided always, That nothing herein contained shall prevent the *Lancaster* Company from recovering against the Company any special Damage that may be sustained by the *Lancaster* Company in consequence of the Works to be executed by the Company, or by the *Lancaster* Company for the Company, under the Provisions hereinbefore contained, by or by reason of any Water oozing or escaping from the *Lancaster* Canal, or on account of any Act, Work, Neglect, or Default of the Company not herein specifically provided for, and the *Lancaster* Company may sue for and recover such Damage accordingly.

If any Part of Railway affecting *Lancaster* Canal abandoned Company to remove the Works.

50. If any Part of the Railways under or over the *Lancaster* Canal shall at any Time be abandoned by the Company, the Company shall, at their own Expense, remove the Railway Works, if they shall be required so to do by the *Lancaster* Company.

Saving Rights of *Lancaster* Canal Company.

51. 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 *Lancaster* Company, or otherwise interfere with the Canal, Land, and Works of the *Lancaster* Company.

For Protection of the Main Pipe or Conduit of the Corporation of *Liverpool*.

52. And whereas the Railways by this Act authorized or some or One of them will, if constructed in the Manner shown upon the deposited Plans and Sections, cross in the Parish of *Wigan* and Township of *Hindley* the large Main Conduit or Pipe belonging to the Mayor, Aldermen, and Burgesses of the Borough of *Liverpool* (herein-after called "the Corporation"), by means of which Water is conveyed from their Reservoirs at or near *Rivington* in the County of *Lancaster* to the Borough of *Liverpool*, for the Supply of Water to the Inhabitants of *Liverpool* and the Neighbourhood thereof, and will also interfere, in the Parish of *Chorley*, with the Main Pipe of the Corporation used for the Supply of Water to the Inhabitants of

*Chorley*,



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*Chorley*, and it is expedient therefore that Provision be made for preventing the Supply of Water by the Corporation being interrupted or interfered with by the Execution of the Powers of this Act: Therefore, in constructing any Railway under the Powers of this Act, the Company shall (except with the previous Consent of the Corporation) conform to and observe the following Regulations, Stipulations, and Provisions; (that is to say,)

1. They shall not in any Manner interfere with or disturb the said Main Pipe or Conduit of the Corporation in the Parish of *Wigan* and Township of *Hindley*:
2. They shall make a Deviation of their Line of Railway (where the same is shown on the deposited Parliamentary Plans to cross the said Main Pipe or Conduit) in the Parish of *Wigan* and Township of *Hindley* in the Line and Course shown upon a Plan signed in Duplicate by the Engineers of the Company and of the Corporation, and of which Plan one Copy remains with the Company and the other with the Corporation, and shall before the opening of the Railway also construct in the Position and in the Line and Course shown on such Plan a supplemental Line of Railway, with all proper Junctions with the Main Line of Railway, for Use during the Progress of any Repairs to the said Main Pipe or Conduit situate under or near to such Railways, or either of them:
3. The Line of the Railway as so deviated and such supplemental Line shall respectively be carried over the said Main Pipe or Conduit by Girder Bridges not less than Twelve Feet Span respectively, and so constructed as to leave a clear Space of at least Six Inches between the under Side of the Girders and the highest Part of the said Main Pipe or Conduit as now laid, and also of at least Four Feet on each Side of such Pipe or Conduit between the supporting Walls of the said Girders and such Pipe or Conduit:
4. The Foundations of the supporting Walls of such Bridges respectively shall be not less than Three Feet below the Level of the Bed of the Main Pipe or Conduit, and such Bridges shall be constructed in all respects to the reasonable Satisfaction of the Engineer of the Corporation, and in such Manner as to admit the Servants, Agents, and Workmen of the Corporation having at all Times free Access to the Pipe or Conduit for the Purpose of Inspection, User, Repair, and Maintenance thereof, or any Part thereof:
5. If it shall be necessary at any Time to repair or replace any Part of the said Main Pipe or Conduit at or near where the same is crossed by the deviated Line of the Railway or the supplemental Line, the Corporation may, by their Servants, Agents, and Workmen, remove so much of the Girders and  
Rails



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Rails, and Works connected therewith, as may be necessary to enable them to effect such Repairs, or to replace any Pipe or Conduit, but the Corporation shall not, at one and the same Time, remove any Rails or Works upon the Main Line and upon the supplemental Line; and the Cost of removing and reinstating all such Girders, Rails, and Works shall be borne by the Company :

6. Previously to removing any Portion of the Railway or supplemental Line, or any Works connected therewith respectively, the Corporation shall give Notice to the Station Master or Person in charge of the Station of the Company nearest to that Part of the Railway or supplemental Line which they propose to disturb, and such Notice may be given verbally by any Officer or Servant of the Corporation, and shall be given not less than Six Hours before the Commencement of any such Work :
7. After the Expiration of the said Period of Six Hours the Traffic on the Railway shall be carried exclusively over that Part of the Main Line or of the supplemental Line which may not be about to be disturbed, and shall so continue during such Time as may be necessary for completing the required Alteration or Repairs to the said Main Pipe or Conduit :
8. So far as regards any Mains, Pipes, and Conduits of the Corporation in the Parish of *Chorley*, the Provisions of "The Railways Clauses Consolidation Act, 1845," contained in Sections of that Act 18 to 23 inclusive, shall apply to the Mains, Pipes, and Conduits of the Corporation in that Parish ; and wherever in those Sections the Words "Company" or "Society" are used, the same shall for the Purposes of this Act be held to extend to and include the Corporation :
9. The Company shall indemnify the Corporation against any Damages, Costs, or Expenses which the Corporation shall be called upon to pay, and shall pay or incur, by reason of the Exercise of any of the Powers of this Act.

Deposit  
Money not  
to be repaid  
until Line  
opened, &c.

**53.** 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 Forty thousand Pounds, being Eight *per Centum* upon Five hundred thousand Pounds, the Amount of the Estimate of the Railways by this Act originally proposed to be authorized, has been deposited with the Court of Chancery in respect of the Application to Parliament for this Act : And whereas Part of the Undertaking originally proposed not being now authorized by this Act, the Estimate of the Expense of the Undertaking has been reduced to Two hundred and fifty thousand Pounds : Therefore, notwithstanding anything contained in the said recited Act, the Sum of Twenty thousand Pounds, Portion of the said Sum of Forty thousand Pounds so deposited as aforesaid, or the Interest or Dividends



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Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall previously to the Expiration of the Period limited by this Act for the Completion of the Railways either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Twenty thousand Pounds, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Twenty thousand Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Twenty thousand Pounds if the Company shall not, within the Time limited for the Completion of the Railways, either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the Solicitor to the said Lords Commissioners, then the said Sum of Twenty thousand Pounds, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Twenty thousand Pounds, and the Interest and Divi-

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dends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Court of  
Chancery  
may order  
Repayment  
of Surplus  
of Deposit  
Money.

**54.** The Court of Chancery may and shall at any Time after the passing of this Act, on Application by the Company, or on their Behalf by Petition in a summary way, order that the Sum of Twenty thousand Pounds, being the Residue of the deposited Sum of Forty thousand Pounds, and the Interest or Dividends thereon, may be paid or transferred to the Company or to such Person or Persons as the Company may appoint in that Behalf, and upon such Order being made the said Sum of Twenty thousand Pounds, and the Interest or Dividends thereon, shall be paid or transferred to the Company or to such Person or Persons as the Company shall appoint.

Tolls.

**55.** The Company may from Time to Time lawfully demand and take, in respect of the Use of the Railways, any Tolls not exceeding the following; (that is to say,)

For every Passenger conveyed in or by any Express Train, the Sum of Twopence *per* Mile :

For every Passenger conveyed in a First-class Carriage by any other Train, the Sum of One Penny Halfpenny *per* Mile :

For every Passenger conveyed in a Second-class Carriage by any such other Train, the Sum of One Penny *per* Mile :

For every Passenger conveyed in a Third-class Carriage by any such other Train, the Sum of Three Farthings *per* Mile.

For Cattle,  
Goods, &c.

And with respect to Horses, Cattle, Carriages, and Goods, as follows :

For every Horse, Mule, and other Beast of Draught or Burden, Twopence *per* Mile :

For Cattle, the Sum of One Penny *per* Head *per* Mile :

For Calves and Pigs, Sheep and small Animals, One Halfpenny each *per* Mile :

For every Carriage, Threepence *per* Mile :

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads, Charcoal, Pig, and Bar Iron, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone, and Iron Ore, and Salt, the Sum of One Penny *per* Ton *per* Mile :

For all Coal, Slack, Cannel, Coke, Culm, and Cinders, the Sum of Three Farthings *per* Ton *per* Mile :

For Sheet Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron, One Penny Halfpenny *per* Ton *per* Mile :

For



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For Sugar, Grain, Corn, Flour, Hides, Dyewoods, Manchester Packs, Earthenware, Timber Staves, Deals, Metals, Nails, Anvils, Vices, and Chains, the Sum of Twopence *per Ton per Mile* :

For Cotton and other Wools, Drugs, and manufactured Goods, the Sum of Twopence Halfpenny *per Ton per Mile* :

For Fish, Feathers, Canes, Cochineal, Household Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, the Sum of Threepence *per Ton per Mile* :

Provided always, that with respect to all the Matters aforesaid passed over the Railways for a less Distance than Six Miles, the Company may demand Tolls as for Six Miles.

**56.** The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers along the Railways, including the Tolls for the Use of the Railways and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance as aforesaid, except Government Duty, shall not exceed the following Sums ; (that is to say,) Maximum Rates of Charge.

For every Passenger conveyed in or by any Express Train, the Sum of Twopence Halfpenny *per Mile* :

For every Passenger conveyed in a First-class Carriage by any other Train, the Sum of Twopence *per Mile* :

For every Passenger conveyed in a Second-class Carriage by any such other Train, the Sum of One Penny Halfpenny *per Mile* :

For every Passenger conveyed in a Third-class Carriage by any such other Train, the Sum of One Penny *per Mile* :

And with respect to the Conveyance of Goods, the maximum Rates of Charge to be made by the Company for the Conveyance thereof along the Railways, including the Tolls for the Use of the Railways and of Stations, and Waggons or Trucks and locomotive Power, and every Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, shall not exceed the following Sums ; (that is to say,) For Cattle, Goods, &c.

For every Horse, Mule, and other Beast of Draught or Burden, Threepence *per Mile* :

For Cattle, the Sum of Twopence *per Head per Mile* :

For Calves and Pigs, One Penny each *per Mile* :

For Sheep and small Animals, Three Farthings each *per Mile* :

For every Carriage, Fourpence *per Mile* :

For all Coal, Cannel, Culm, Coke, and Cinders, the Sum of One Penny and One Eighth *per Ton per Mile* :

For all Slack conveyed any Distance, the Sum of One Penny *per Ton per Mile* :

For



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For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the repair of public Roads, Charcoal, Stone for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone, and Iron Ore, the Sum of One Penny Halfpenny *per Ton per Mile* :

For Iron not damageable, the Sum of One Penny Farthing *per Ton per Mile* :

For damageable Iron, Sheet Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron, the Sum of Twopence *per Ton per Mile* :

For Sugar, Grain, Corn, Flour, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, Deals, Metals, Hardware in Packages or Cases, Nails, Anvils, Vices, and Chains, the Sum of Twopence Halfpenny *per Ton per Mile* :

For Cotton and other Wools and manufactured Goods, the Sum of Threepence *per Ton per Mile* :

For Fish, Feathers, Canes, Cochineal, Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, the Sum of Threepence Halfpenny *per Ton per Mile* :

Provided that no Station shall be considered a Terminal Station in regard to Goods conveyed on the Railways which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee :

The following Regulations shall apply to such maximum Rates and Charges :

The Company shall be at liberty to fix a minimum Charge of Ten Shillings to be taken for each Carriage and of Five Shillings for every Horse conveyed upon the Railways, notwithstanding the Charge for the Distance for which such Carriage or Horse respectively may be conveyed, according to the Rates aforesaid, may not amount to those Sums :

The Company shall not be compellable to provide Waggon or Carriages for the Conveyance of Coal, Cannel, Slack, Culm, Coke, or Cinders ; but where such Waggon or Carriages are not provided by the Company, a Deduction of One Eighth of a Penny *per Ton per Mile* shall be made from the above Rates of Carriage for as many Miles as the Company shall charge the said Rates ; but where any of the before-mentioned Articles, Matters, Persons, or Things shall be conveyed on the Railways for a less Distance than Six Miles, the said Company are hereby empowered to demand and receive the aforesaid Charges, Rates, or Tolls (as the Case may be) for Six Miles :

Where a Waggon for the Carriage of Cattle or Sheep shall be conveyed by One Party, the Charge for any such Waggon capable of containing Six Oxen or Twenty-five Sheep shall not exceed Sixpence *per Mile* :

With



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With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

57. With respect to small Packages not exceeding Five hundred Pounds in Weight, and single Articles of great Weight, notwithstanding the Rates prescribed by this Act, the Company may demand and take any Tolls not exceeding the following; (that is to say,)

Tolls for  
small Parcels  
and single  
Articles of  
great  
Weight.

For the Carriage of small Parcels on the Railways as follows:

For any Parcel not exceeding Seven Pounds in Weight, Three-pence;

For any Parcel exceeding Seven Pounds and not exceeding Twenty-eight Pounds in Weight, Fivepence;

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, Sevenpence;

And for any Parcel exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight, the Company may demand any Sum they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up in separate Parcels, as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term applies only to single Articles in separate Packages.

For the Carriage of single Articles of great Weight:

For the Carriage of any single Article, the Weight of which, including the Carriage, exceeds Four Tons but does not exceed Eight Tons, the Company may demand any Sum not exceeding Sixpence a Ton a Mile:

For the Carriage of any single Article, the Weight of which, including the Carriage, exceeds Eight Tons, the Company may demand and take any Sum they think fit.

58. Every Passenger travelling upon the Railways may take with him his ordinary Luggage, not exceeding the Weight following; (that is to say,)

Passengers  
Luggage.

Every Passenger travelling in a First-class Carriage, One hundred and twenty Pounds in Weight;

Every Passenger travelling in a Second-class Carriage, One hundred Pounds in Weight;

Every Passenger travelling in a Third-class Carriage, Eighty Pounds in Weight;

Without any Charge being made for the Carriage thereof.

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Restrictions as to Charges not applicable to Special Trains.

**59.** The Restrictions with respect to the Charges to be made for Passengers shall not extend to any Special Train required to run upon the Railways, but shall apply only to the Express and Ordinary Trains from Time to Time appointed by the Company for the Conveyance of Passengers and Goods upon the Railways.

Company may take increased Charges by Agreement.

**60.** This Act or anything therein contained shall not prevent the Company from taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Animals or Things of any Description, by Agreement with the Owners or Persons in charge thereof, or in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any special Service performed by the Company in relation thereto.

Power to London and North-western Company to contribute Funds towards Construction of new Lines of Railway.

**61.** The *London and North-western* Company may from Time to Time, with the Consent of Three Fifths at least of the Votes of the Proprietors in that Company present, personally or by proxy, at a Meeting specially convened for the Purpose, subscribe to the Construction of the Railways, and become Shareholders in the Company to any Extent not exceeding in the whole One hundred thousand Pounds which such Meeting shall think fit: Provided always, that the *London and North-western* Railway Company shall not at any Time hereafter dispose of or transfer any Shares in the Undertaking of the Company acquired by them under the Provisions of this Act.

Power to London and North-western Company to appoint a Person to vote.

**62.** The Directors of the *London and North-western* Company may, when that Company shall become Shareholders in the Undertaking of the Company, appoint some Person (whether a Shareholder in the Company or not) to vote at any Meeting of the Company on behalf of the *London and North-western* Company, and may from Time to Time revoke any such Appointment and appoint any other Person in that Behalf, and the Person so for the Time being holding such Appointment shall (except as to the Appointment of Directors of the Company) have the same Right of voting at any such Meeting as he would have if he held in his own Right the Share or Shares in the said Undertaking in respect of which he shall have been appointed to vote without Prejudice to any Right of voting to which he may be entitled in respect of any Shares held by him in his own Right.

Power to London and North-western Company to appoint Directors.

**63.** The *London and North-western* Company, while Shareholders in the Undertaking of the Company, may from Time to Time appoint, in respect of each complete Number of Three hundred Shares held by them, One Person (whether a Shareholder in the Company or not) to be a Director of the Company, and may from Time to Time remove any Director so appointed, and appoint another (whether a Shareholder in the Company or not) to be a Director of the Company in the Place of any such Director so removed, or who shall die, or by Writing under his Hand resign his Office.

**64.** If



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**64.** If at any Time, by means of any such Appointment of Directors by the *London and North-western* Company, the Number of Directors in Office shall be increased to more than Nine, then so many of the Directors personally in Office on behalf of the Company as may be necessary, in order to reduce the Number to Nine, shall forthwith retire from Office, and if not agreed upon between themselves, the Persons to retire shall be determined by Ballot among themselves.

Places to be ceded to such Directors.

**65.** Every such Appointment, Revocation, and Removal by the *London and North-western* Company of any Director or Person to vote on their Behalf shall be evidenced by an Instrument in Writing, under the Hand of the Chairman for the Time being of the Directors of the *London and North-western* Company, which shall be delivered to the Company and kept with their Records, and shall be at all reasonable Times open to the Inspection and Transcription of all Parties interested, and every such Instrument shall, as between the Company and the *London and North-western* Company, be sufficient Evidence of the Facts therein stated.

Instruments of Nomination, &c.

**66.** The *London and North-western* Company from Time to Time may, for the Purposes of any such Subscription, apply any Money now or from Time to Time belonging to them, or under their Control, not required for Purposes expressly authorized by any Act or Acts of Parliament relating to that Company.

Power to *London and North-western* Company to apply Monies for Purposes of Act.

**67.** The *London and North-western* Company may from Time to Time raise such Sums, not exceeding in the whole One hundred thousand Pounds, as may be required for the Purpose of the Subscription by this Act authorized by the Creation of new Shares in the Undertaking of the *London and North-western* Company, and may, if they think fit, create the whole or any Part of such Shares as ordinary Shares, or may create the whole or any Part of such Shares as preferential Shares, and Part II. relating to additional Capital of "The Companies Clauses Act, 1863," shall be incorporated with this Act in reference to such new Stock or Shares: Provided always, that no Share shall be issued by the *London and North-western* Railway Company, or shall vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid in respect thereof.

Power to *London and North-western* Company to raise Money by Creation of Shares.

**68.** Except as is by this Act otherwise provided, the Share Capital created by the *London and North-western* Company under this Act, and the Shares therein, and the Holders of Shares respectively, shall be subject and entitled to the same Powers, Provisions, Forfeitures, Liabilities, Rights, Privileges, and Incidents whatsoever in all respects as if that Capital were Part of the now existing ordinary Share Capital

Except as otherwise provided new Shares created by the *London and North-western* Company to be subject



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to same  
Incidents as  
ordinary  
Shares.

Dividends  
on new  
Shares  
created by  
the London  
and North-  
western  
Company.

Votes and  
Qualifica-  
tions in re-  
spect of  
Shares  
created by  
the London  
and North-  
western  
Company.

Power to  
London and  
North-  
western  
Company to  
raise Capital  
under any  
other Act of  
this Session,  
and this  
Act, by new  
Shares of  
One Class.

Power to  
Company  
and London  
and North-  
western  
Company  
to make  
Working  
and Traffic  
Arrange-  
ments.

Capital of the *London and North-western* Company and those Shares were Shares in that ordinary Capital.

**69.** Every Person who becomes entitled to a Share created by the *London and North-western* Company under this Act shall in respect of the same be a Shareholder in that Company, and shall be entitled to a Dividend, either preferential or ordinary (as the Case may be), with the other Holders of the same Class or Description, proportioned to the whole Amount from Time to Time called and paid on such new Shares.

**70.** The Holders of the Shares created by the *London and North-western* Company under this Act shall have Rights of voting and Qualifications in respect thereof on the Principle that each Sum of One hundred Pounds paid up in respect of the Shares held by any such Holder shall be deemed equivalent to One original Share of One hundred Pounds in the Capital of the said Company as prescribed by their Act of Incorporation; provided that no Person shall be entitled to vote in respect of any less Amount than One hundred Pounds paid up: Provided also, that (unless otherwise specified by any Resolution of the *London and North-western* Company) no Person shall be entitled to vote in respect of any Share created or issued by them under this Act to which a preferential Dividend shall be assigned.

**71.** If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the *London and North-western* Company be authorized to raise any Capital by new Shares; then, subject to the Provisions of the other Act and this Act respectively, the *London and North-western* Company, if they think fit, may raise by the Creation and Issue of new Shares of one and the same Class all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of Shares.

**72.** The Company and the *London and North-western* Company may from Time to Time make and enter into and carry into effect any Contracts or Agreements with respect to the following Purposes, or any of them; (that is to say,)

The Use and Working by the *London and North-western* Company of the Railways or any of them, and the Works and Conveniences connected therewith:

The Passage over the Railways or any of them of the Engines and Carriages of the *London and North-western* Company:

The Conveyance by the *London and North-western* Company of all or any Part of the Traffic passing over the Railways or any of them:

The Supply of Engines, Carriages, and Rolling Stock by the *London and North-western* Company for or in respect of the Railways:

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The Accommodation, Conveyance, Forwarding, Interchange, and Regulation and Management of the Traffic on, to, and from the Railways, or any of them, and the Railways of the *London and North-western* Company :

The Division between the Company and the *London and North-western* Company of the Tolls and Fares arising from such Traffic :

The Tolls, Rates, Duties, and Charges, or other Consideration to be charged in respect of such Traffic, or to be paid in respect of such User, and the fixing and apportioning of such Tolls, Rates, Duties, and Charges, or other Consideration, or any of them :

The Maintenance and Repair of the Railways :

The Costs and Expenses of such Working, Management, Maintenance, and Repair :

And Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," shall be incorporated with this Act in reference to any such Contract or Agreement.

**73.** During the Continuance of any Contract or Agreement which may be entered into under the Authority of this Act, the Railways of the Companies, Parties to such Contract or Agreement, shall for the Purposes of Tolls and Charges be considered as One Railway, and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railways of the Company and partly on the Railways of the *London and North-western* Railway Company respectively, for a less Distance than Six Miles, Tolls and Charges may only be charged as for Six Miles; and in respect of Passengers, for each Mile or Fraction of a Mile beyond Six Miles, Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Six Miles, Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, and Goods, or other Matters, partly on the Railways of the Company and partly on the Railways of the *London and North-western* Railway Company respectively.

Tolls during Contracts.

**74.** If at any Time within Six Months from the passing of this Act the *Lancashire and Yorkshire* Railway Company shall express to the Company in Writing under their Common Seal their Desire to become Joint Owners on equal Terms with the Company of so much of the Railways by this Act authorized as extends from their Junction with the *North Union* Railway near *Standish* to their Junction with that Railway near *Adlington*, and their Intention to apply to Parliament for Powers for effecting such Object, the Company shall and they are hereby required to concur in such Application, and to take all Steps or Proceedings which may be necessary on their Part with a view to facilitating the Acquisition by the *Lancashire and Yorkshire* Railway Company of such Joint Ownership, subject to such Provisions and Stipulations as Parliament may think fit: Provided, that this

For the Admission of the Lancashire and Yorkshire Railway Company as joint Owners of the Railway.



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Obligation shall not be binding upon or enforceable against the Company unless the *Lancashire and Yorkshire* Railway Company shall be willing and bound to repay to the Company an equal proportionate Part with the Company of the Outlay and Expenses then incurred by them in or about the Execution of this Act in relation to the said Portion of Railway, and also to pay an equal proportionate Part with the Company of all Costs and Expenses to be thereafter incurred under this Act in relation to the Construction, Maintenance, Management, and Repair of the said Portion of Railway, or otherwise in relation thereto: Provided also, that if the *Lancashire and Yorkshire* Railway Company shall become Joint Owners of the said Portion of Railway, the Use of the said Railway by the *Lancashire and Yorkshire* Railway Company and by the Company (or by the *London and North-western* Company, if and so long as they work the *Lancashire Union* Railways,) shall be subject to the Payment to a Joint Fund by the said Companies respectively of a Mileage Proportion, according to Distance, of Four Fifths of the gross Sum charged (after deducting Terminals only) by the same Companies respectively, for and in respect of Traffic of any Description conveyed by them over Railways whereof the said Railway hereby authorized shall form Part; provided that for Traffic conveyed upon the said Railway alone there shall be paid to a Joint Fund by the Company conveying the same Four Fifths of the gross Sum charged in respect of such Traffic, less Terminals only, the Terminals accruing at the Stations on the said Joint Line to be paid into the Joint Fund without any Deduction, so long as such Stations are worked by a Joint Staff, the Terminals to be deducted as aforesaid to be agreed upon, or, failing Agreement, to be settled by Arbitration in manner provided by the "Railway Companies Arbitration Act, 1859."

Power to  
use Portion  
of Railway.

75. If, in pursuance of the Powers contained in an Act passed in the present Session of Parliament, the *Lancashire and Yorkshire* Railway Company shall construct a Railway between the Neighbourhood of *Blackburn* and *Chorley*, the same Company may (subject to the Conditions herein-after contained) pass over and use, with their Engines and Carriages and Servants, and for the Purposes of Traffic of all Kinds, so much of the *North Union* Railway as lies between the proposed Junction therewith of the Railway hereby authorized at *Standish* and *Wigan*, together with the Stations at *Wigan*, and together also with the Sidings, Watering Places, Signals, Signal Posts, and other Machinery, Booking and other Offices, Buildings, Approaches, Works, and Conveniences belonging to or connected with the said Portions of Railway and Station, and the Company shall make all requisite Arrangements for that Purpose.

Terms of  
such Use.

76. The Terms, Conditions, and Regulations to which the *Lancashire and Yorkshire* Railway Company shall be subject in respect of the said Use, and the Tolls or other Charges to be paid by them for



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for the same, shall, if not agreed upon, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade, and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs of such Arbitration and Award shall be in the Discretion of the Arbitrator; and either of the said Companies who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

77. The Company shall perform upon the Portion of Railway herein-before specified all such Services and Duties as may be necessary or reasonable for the convenient Conduct of the Traffic of the *Lancashire and Yorkshire* Railway, upon Payment of such Charges for the same as may be agreed upon; and if any Difference shall arise between the Two Companies as to the Amount of such Payments, or as to the Nature, Extent, or Sufficiency of the Services and Duties so to be performed, such Difference shall from Time to Time be settled by an Arbitrator, to be appointed, at the Request of either Party, by the Board of Trade; and the Arbitrator to whom the Matter may be referred may determine the Amount of such Payments, and prescribe what Duties and Service shall be so performed; and if he shall be of opinion that it is needful for the Protection of the due Working or Development of the Traffic of the *Lancashire and Yorkshire* Railway Company, he may prescribe that the said Company may employ at *Wigan* such Clerks, Agents, and Servants as he may by his Award define; and he may likewise prescribe the Accommodation that shall be given at such Station to the said Clerks, Agents, and Servants, and may lay down Rules for their Conduct, and may prescribe the Payments to be made for the Accommodation so afforded; and the Awards made from Time to Time by the Arbitrator shall be binding upon the Companies, and shall be obeyed by them respectively: Provided always, that the Right to use the said Station shall not be suspended during such Arbitration.

As to Services at Stations.

78. The *Lancashire and Yorkshire* Railway Company, in using or traversing the said Portion of Railway, and in using the said Station and Conveniences thereof, in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws shall be applicable to the Company.

Byelaws to be observed.

79. Provided always, That the Powers herein-before granted to the *Lancashire and Yorkshire* Railway Company shall be exercised only if and so long as the same Company grants similar Powers in all respects to the Company and to the *London and North-western* Railway

Providing for reciprocal Powers.



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Railway Company so long as they exclusively work the *Lancashire Union Railways*, for the Use of so much of the *North Union Railway* as lies between the proposed Junction therewith of the *Lancashire Union Railways* at *Adlington* and *Chorley*, and also so much of the *Lancashire and Yorkshire Railway* as lies between the *Cherry Tree Station* thereof and *Blackburn*, together with the Stations at *Blackburn* and the Works and Conveniences connected therewith.

Interest not to be paid on Calls paid up.

**80.** It shall not be lawful for the Company or the *London and North-western Company*, out of any Money by this Act or any other Act relating to them respectively authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls actually made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the said Companies respectively from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

**81.** It shall not be lawful for the Company or the *London and North-western Company*, out of any Money by any Act relating to them respectively authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing them respectively to construct any other Railway, or to execute any other Work or Undertaking.

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

**82.** Nothing herein contained shall be deemed or construed to exempt the Railways or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, and of the Rates for small Parcels authorized by this Act.

Expenses of Act.

**83.** All the Costs, Charges, and Expenses of and incident to the obtaining of this Act, and preparatory thereto, shall be paid by the Company.

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