



ANNO NONO & DECIMO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

*Cap. cccclxxxi.*

An Act for making a Railway from the *Liverpool and Bury* Railway to the *North Union* and *Blackburn and Preston* Railways, with Branches therefrom, to be called “*The Liverpool, Ormskirk, and Preston Railway.*” [18th August 1846.]

**W**HEREAS the making of a Railway from the *Liverpool and Bury* Railway to the *North Union* Railway, with a diverging Line to form a Junction with the *Blackburn and Preston* Railway, with a Branch to the *Ormskirk* Branch of the *Liverpool and Bury* Railway and to the *Blague Gate* Collieries, and a Branch from the said *Liverpool and Bury* Railway to or near to the *Liverpool Docks*, all in the County of *Lancaster*, would be of great public and local Advantage: And whereas the Persons herein-after named, with other Persons, are willing, at their own Expende, to carry such Undertaking into execution, but the same 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, That the

[*Local.*]

77 I

8 & 9 Vict.  
several cc. 16. 18. and



20. incorporated with this Act.

several Acts of Parliament following, that is to say, "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railway Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act, and with the same shall be read as One Act.

Short Title.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments and in other Proceedings, it shall be sufficient to use the Expression "The *Liverpool, Ormskirk, and Preston* Railway Act, 1846."

Subscribers incorporated.

III. And be it enacted, That *William Fosbery, William Cook, Nicholas Duckenfield Bold, John Howell, Daniel Waterhouse, Charles Groves, John Bramley Moore, John Ripley, and Frederick William Caldwell*, 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, shall be united into a Company for the Purpose of making and maintaining the said several Lines of Railway and Branches, with proper Works and Conveniences belonging thereto, according to the Provisions of the said recited Acts and of this Act, and for other the Purposes herein and in the said recited Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Liverpool, Ormskirk, and Preston* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the recited Acts contained.

Capital.

IV. And whereas the estimated Expence of making the said Railways and Branches is Seven hundred and fifty thousand Pounds; be it enacted, That the Capital of the Company shall be Seven hundred and fifty thousand Pounds.

Number and Amount of Shares.

V. And be it enacted, That the Number of Shares into which the Capital shall be divided shall be Thirty thousand, and the Amount of each Share shall be Twenty-five Pounds.

Calls.

VI. And be it enacted, That Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and One Half of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share, and Two Months at the least shall be the Interval between successive Calls.

Power to borrow Money on Mortgage.

VII. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond any Sum not exceeding in the whole the Sum of Two hundred and fifty thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Seven hundred and fifty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

VIII. And



VIII. And be it enacted, That it shall be lawful for the Mortgagees or Bond Creditors of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages or Bonds by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Money due on such Mortgages or Bonds not being duly paid, the Amount owing to the Mortgagees or Bond Creditors by whom Application shall be made shall not be less than Twenty-five thousand Pounds in the whole.

Mortgagees may enforce Payment of Arrears by Appointment of a Receiver.

IX. And be it enacted, That the Number of Directors shall be Fifteen, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

Number and Qualification of Directors.

X. And be it enacted, That it shall be lawful for the Company to reduce the Number of Directors, provided that the reduced Number be not less than Nine, and again from Time to Time to increase the Number, provided such increased Number do not exceed Fifteen.

Power to vary the Number of Directors.

XI. And be it enacted, That Sir *William Feilden* Baronet, *William Fosbery*, *John Howell*, *Charles Groves*, *Nicholas Duckenfield Bold*, *James MacGregor*, *William Cook*, *John Bramley Moore*, *John Ripley*, *Thomas Dugdale*, *Robert Hopwood*, *John Grundy*, *James Pilkington*, *Richard Walker* the younger, and *John Robinson Kay*, shall be the first Directors of the Company.

First Directors.

XII. And be it enacted, That the first Ordinary Meeting of the Company shall be held within Three Months after the passing of this Act.

First Ordinary Meeting.

XIII. And be it enacted, That the Directors appointed by this Act shall continue in Office until the first Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the first Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by Proxy, shall elect Persons to supply the Place of the Directors then retiring from Office, agreeably to the Provisions in the said Companies Clauses Consolidation Act, 1845, contained, and the several Persons elected at any such Meeting, being neither removed or disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead, in manner provided by the said Companies Clauses Consolidation Act, 1845.

Election of Directors.

XIV. And be it enacted, That the Quorum of a Meeting of Directors shall be Five.

Quorum.

XV. And be it enacted, That the Number of Directors of which Committees appointed by the Directors shall consist shall be not less than

Committees of Directors.

than



than Three nor more than Five, and the Quorum of such Committees shall be Three.

Committees not to make Calls.

XVI. And be it enacted, That Committees of the Directors shall not be empowered to make Calls for Money on Shareholders.

Remuneration of Directors and Auditors.

XVII. And be it enacted, That the Remuneration of the Directors and also of the Auditors to be appointed under the Provisions of the Companies Clauses Consolidation Act, 1845, shall from Time to Time be fixed by a General Meeting of the Company, and be paid out of the Funds of such Company.

Newspapers for Insertion of Advertisements.

XVIII. And be it enacted, That the Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be some One or more Newspapers published within the County of *Lancaster*.

Railway and Branches to be made according to deposited Plans.

XIX. And whereas Plans and Sections of the Railways and Branches showing the Lines and Levels thereof, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners and Lessees and Occupiers, of the Lands through which the same are intended to pass, have been deposited with the Clerk of the Peace of the County of *Lancaster*; be it enacted, That, subject to the Provisions in this and the said recited Acts contained, it shall be lawful for the said Company to make and maintain the said Railways, Branches, and Works in the Lines and upon the Lands delineated on the said Plans, and described in the said Books of Reference, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

Line of Railways.

XX. And be it enacted, That the Railways to be made under the Authority of this Act shall be the following; (that is to say,) a Railway to commence by a Junction with the Line of the *Liverpool and Bury* Railway near the *Liverpool and Preston* Turnpike Road in the Township and Parish of *Walton-on-the-Hill* in the County of *Lancaster*, and shall terminate by a Junction with the *North Union* Railway in the Township and Parish of *Penwortham* in the said County of *Lancaster*, and shall pass through the following Places, (that is to say,) *Walton-on-the-Hill, Netherton, Aintree, Sefton, Melting-cum-Cunscough, Maghull, Halsall, Aughton, Bickerstaffe, Ormskirk, Burscough, Lathom, Rufford, Mawdesley, Croston, Bretherton, Ulnes Walton, Leyland, Longton, Farington, Hutton, and Penwortham*, in the County Palatine of *Lancaster*; a Railway to connect the Main Line of Railway herein-before described with the *Blackburn and Preston* Railway, and to commence in the Township of *Longton* in the Parish of *Penwortham* by a Junction with the said Main Line of Railway, and to terminate by a Junction with the *Blackburn and Preston* Railway in the Township of *Walton-le-Dale* in the Parish of *Blackburn*, and to pass through the following Places, (that is to say,) *Longton, Farington, Penwortham, Walton-le-Dale, and Blackburn*, all in the said County of *Lancaster*; a Railway or Branch Railway to commence at or near to *Lydiat Lane* near the Town of *Ormskirk* aforesaid,



aforesaid, and to terminate by a Junction with the *Ormskirk* Branch of the said *Liverpool and Bury* Railway near to the *Blague Gate* Collieries in the Township of *Lathom* in the said Parish of *Ormskirk*, and by a distinct Terminus there, and shall pass through the following Places, that is to say, *Ormskirk*, *Burscough*, and *Lathom*, in the said County of *Lancaster*; and a Railway or Branch Railway to commence by a Junction with the said *Liverpool and Bury* Railway in the Township of *Kirkdale* in the said Parish of *Walton-on-the-Hill*, and to terminate near the Junction of *Walter Street* and *Regent Road* in the Township and Parish of *Liverpool*, and to pass through the following Places, (that is to say,) *Kirkdale*, *Walton-on-the-Hill*, and Township and Parish of *Liverpool*, in the said County of *Lancaster*.

XXI. And be it enacted, That all Communications between the Railways and Branch Railways hereby authorized to be made and the *Blackburn and Preston* Railway, and all such Openings on the Ledges or Flanches of the said Railway as may be necessary or convenient for effecting such Communication therewith, shall be made and maintained at the Expence of the Company, under the Direction and Superintendence of the Engineer for the Time being having the Charge of such Railway.

Communi-  
cation with  
other Rail-  
ways to be  
made under  
the Direction  
of Engineer  
of such  
Railway.

XXII. And whereas it would be a public Convenience if the Branch Railway commencing at or near the Town of *Ormskirk* and terminating in the Township of *Lathom*, called the "*Skelmersdale* Branch," was opened and ready for Traffic as near as may be at the same Time as the Main Line; be it therefore enacted, That the said Company hereby incorporated shall and they are hereby required to construct the *Skelmersdale* Branch simultaneously with the said Main Line, and shall open such Branch to the Public for Traffic at the same Time as the Main Line of the said Railway is so opened to the Public for the Conveyance thereon of Goods Traffic, or within Three Months after such last-mentioned Opening.

*Skelmers-*  
*dale* Branch  
to be opened  
at same Time  
as Main Line.

XXIII. And whereas the said Railway is intended to be carried over a certain Canal called "*The Leeds and Liverpool* Canal," in the said County, at or near certain Places respectively situate in the Townships of *Aintree*, *Maghull*, *Rufford*, *Lathom*, and *Scarisbrick*, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said Canal; be it therefore enacted, That in carrying the said Railway over the said Canal the said Company hereby incorporated shall and they are hereby required, at their own Expence, to make good and substantial Bridges of Brick, Stone, Wood, or Iron over the said Canal and the Towing Path thereof, with proper Approaches thereto, and with perpendicular Foundation Walls to such Bridges, the under Side of the Openings at the Keystone of the Arch or Centre of such Bridges not being less than Eleven Feet in Height above the Top-water Level of the said Canal, upon which Bridges the said Railway shall be made; and the Opening or Span of the Arch of the said Bridges shall not be less than Forty Feet Wide, so as to leave a navigable Waterway of not less than Thirty-four Feet in Width and a Towing Path of Six Feet in Width, with a clear Headway of not less than Six Feet over every

For Protec-  
tion of the  
*Leeds and*  
*Liverpool*  
Canal.



Part of the Towing Path, without the Consent of the Engineer of the Company of Proprietors of the said Canal Navigation; and the Space between the Piers of the Arch of such Bridges (except so much thereof as shall be occupied by the Towing Path of such Canal,) shall, after the said Bridges shall have been completed, from Time to Time and at all Times thereafter, except during the necessary Repairs of the said Bridges, or of the Erection of any future Bridges in lieu thereof, be preserved an open uninterrupted navigable Waterway.

Company not to obstruct the Navigation of the Leeds and Liverpool Canal.

XXIV. Provided always, and be it enacted, That the said Company hereby incorporated shall and are hereby required, during the Progress of constructing the said Bridges, or of the necessary Repairs thereof, or of the Erection of any future Bridges in lieu thereof, from Time to Time and at all Times to leave an open uninterrupted navigable Waterway in the said Canal of not less than Twenty Feet in Width during the Time of constructing and putting in the Foundations of the said Bridges, which Time shall not exceed Six Weeks; and in case, by reason or in execution of any of the Works by this Act authorized, or by reason of the bad State of Repair of any of the said Bridges, 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 for a Space or Spaces of Time amounting in the aggregate to Two Hours in any One Day, or in case the navigable Waterway herein-before required to be preserved during the Progress of the Works shall at any Time be contracted to a less Width than herein-before prescribed, for a like Time of Two Hours in any One Day, then the said Company hereby incorporated shall pay to the said Company of Proprietors of the said Canal Navigation, as or by way of ascertained Damages, the Sum of Fifty Pounds for every Day, not exceeding Fourteen Days, during which such Obstruction or Contraction 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 of the Treasurer or principal Clerk of the said Company hereby incorporated, 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 said Company of Proprietors of the said Canal Navigation, 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 vested in the said Company hereby incorporated by virtue of this Act, and to be paid to the said Company of Proprietors of the said Canal Navigation, 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 Expences of hearing and determining the Matter in dispute, to the Treasurer of the said Company hereby incorporated.

Company to maintain Bridges in good Repair.

XXV. Provided always, and be it enacted, That unless and until the said Railway, where it crosses the said Canal, shall at any Time be abandoned by the said Company hereby incorporated, the said Company shall and they are hereby required, at their own Expence, to



to maintain the said Bridges and Arches in perfect Repair; and if that Part of the said Railway shall at any Time be abandoned by the said Company, the said Company shall, at their own Expence, remove the said Bridges, if they shall be required so to do by the said Company of Proprietors of the Canal Navigation from *Leeds* to *Liverpool*.

XXVI. And be it enacted, That it shall not be lawful for the said Company hereby incorporated to make any Deviation, Diversion, or Extension whatever from the Line, Course, or Direction of the said Railway, as delineated and shown on the Plans thereof deposited as aforesaid, by which the said Canal, or the Locks, Towing Path, Bridges, Buildings, Reservoirs, or other Works of the said Company of Proprietors of the said Canal, or any of them, or any Part thereof, shall be taken, used, or damaged for any Purpose whatsoever, without the Consent in Writing under the Common Seal of the Company of Proprietors of the said Canal first had and obtained, save and except always the Power and Right of Deviation within the Limits shown upon the said Plans at each and every of the Points and Places where the said Railway is intended to be carried over or across the said Canal and other Works respectively.

Company not to deviate so as to take any Lands of the Leeds and Liverpool Canal Company.

XXVII. And whereas an Act was passed in the Fortieth Year of the Reign of King *George* the Third, intituled *An Act for draining, improving, and preserving the Low Lands and Grounds within the Townships of Croston, Mawdesley, Rufford, Bispham, Sarleton, and Bretherton, in the County Palatine of Lancaster*, by virtue of which Act various Powers were vested, for the Purposes of the Act, in the Commissioners appointed and to be appointed as therein expressed, and such Commissioners are authorized to assess, raise, and receive Rates, Taxes, and Charges: And whereas the Railway hereby authorized passes through Parts of the District referred to by the last-mentioned Act, and it is essential, for the carrying into effect the Purposes of such Act, and for the Improvement of Agriculture, that Provision be made for the free and uninterrupted Passage of Waters from Lands within the said District crossed by or being on either Side of or affected by the Railway and Works of the Company, and for preserving to the Owners, Lessees, and Occupiers of Land within the said District, with the Consent and Approval of the said Commissioners, such Privileges for using the Waters for Irrigation and other Purposes as they would have been entitled to if this Act had not been passed; therefore, with respect to the Provision to be made for the Purposes aforesaid, be it enacted, without Prejudice to any Powers, Rights, or Benefits to which the said Commissioners or the Owners, Lessees, or Occupiers of Land within the said District are or shall be entitled by virtue of this Act, or the Lands or Railways Clauses Consolidation Acts of 1845, or any of them, as follows: That (except so far as may be absolutely necessary for the Construction and Maintenance of the Railway and Works hereby authorized) nothing in this Act contained shall extend or be deemed or construed to extend to alter, lessen, abridge, defeat, prejudice, or destroy, or to enable the Company hereby incorporated to interfere with, the Privileges of the Owners, Lessees, or Occupiers of Land, with respect to Irrigation or otherwise, under the Authority of any Resolution of the

Preserving the Rights of the Commissioners of the Croston Drainage under 39 & 40 G. 3. c. 33.

Commis-



Commissioners acting under the said recited Act, or in any Manner to alter any of the present Works of the said Commissioners, without the Consent of the Commissioners for the Time being in every Instance for that Purpose first had and obtained, nor to exempt the Company, in respect of any Land which shall be occupied by the Railway and Works of the Company which shall previously have been subject to the Provisions of the said recited Act of the Fortieth Year of the Reign of *George* the Third, from contributing and being liable to pay their due Proportion of the Rates, Taxes, and Charges which from Time to Time shall be assessed, rated, taxed, and charged pursuant to the said recited Act by the said Commissioners, and that in case of Nonpayment thereof when due the said Commissioners shall be at liberty to exercise the Powers of their Act for the Recovery thereof.

As to Construction of Bridge over River Douglas, &c.

XXVIII. And be it enacted, That the Bridge to be erected for the Railway over the River *Douglas* in the Townships of *Rufford* and *Mawdesley* shall be so constructed as that no Part of the Abutments of such Bridge, or the Embankments of the said Railway, shall be within the River or Main Slope of the Embankment of the said River *Douglas*, and so also as that the Piers of the said Bridge shall be inside or within such Embankment, and lineable with the Course of the River, and shall not occupy or take up a larger Area than the Bridge over the said River called the *Rufford White Bridge* otherwise *Douglas Bridge*, on the Line of Highway from *Rufford* to *Mawdesley*, and that the said Bridge shall in all respects be so constructed as to admit of and give free Course to an equal or greater Volume of Water than the said *Rufford White Bridge* otherwise *Douglas Bridge*.

As to Culverts to be made within the District of the Croston Drainage.

XXIX. And be it enacted, That (without Prejudice to the Right of the said Commissioners to require the Company to execute, make, and maintain any Accommodation Works to which they may be entitled under the said recited Acts or any of them) the following Culverts shall be constructed for the Purpose of conveying the Water from one Side of the Railway to the other Side thereof; namely,

A Culvert at the Point where the proposed Railway crosses or intersects the Watercourse called the *Marsh Moss Drain*, in *Rufford*, numbered on the aforesaid Plans 26 a, the inside Area of which shall not be less than Four Feet Diameter :

A Culvert at the Point where the proposed Railway crosses or intersects the Watercourse called *White Bridge Drain* Division of Watercourse, and marked on the said Plan One in *Croston* and Sixty-one in *Rufford*, the inside Area of which shall not be less than Four Feet Diameter :

A Culvert at the Point where the proposed Railway crosses or intersects the Watercourse called the *Old Sluice Drain*, numbered on the said Plan 17 in *Mawdesley* and 20 a in *Croston*, the inside Area of which shall not be less than Six Feet in Diameter :

A Culvert at the Point where the proposed Railway crosses or intersects the Watercourse called *Spa Well Lane Drain*, between



Nos. 56 and 58 on the said Plan in *Croston*, the inside Area of which shall not be less than Four Feet Diameter :

A Culvert at the Point where the proposed Railway crosses or intersects the Watercourse called the *High Lane Drain*, numbered on the said Plans in *Croston* aforesaid 57 a, the inside Area of which shall not be less than Five Feet Diameter :

A Culvert at the Point where the proposed Railway crosses or intersects the Watercourse called *Finney House Drain*, lying between Nos. 61, 65, and 67 marked on the said Plans in *Croston*, the inside Area of which shall not be less than Four Feet Diameter :

A Culvert at the Point where the proposed Railway crosses or intersects the Watercourse called *Barrsplat Drain*, numbered on the said Plan in *Croston* 89, the inside Area of which shall not be less than Four Feet Diameter :

A Culvert at the Point where the proposed Railway crosses or intersects the Watercourse called *Catchwater Drain*, lying between Nos. 96 and 98 a marked on the said Plan in *Croston*, the inside Area of which shall not be less than Four Feet Diameter :

A Culvert at the Point where the proposed Railway crosses or intersects the Watercourse called *Cannel Leach Ditch*, numbered on the said Plan in *Croston* 133 a, the inside Area of which shall not be less than Four Feet Diameter.

XXX. And be it enacted, That the Bridge for carrying the Railway over the River *Yarrow* in the Township of *Croston*, numbered on the said Plan 111, shall be constructed so that no Part of such Bridge or the Embankment of the said Railway shall be within or in any Manner encroach on the Main Slope of the Embankments of the said River *Yarrow*, and so also as that the Piers of the said Bridge shall be inside such Embankments, and lineable with the Course of the River, and shall not occupy or take up a larger Area than the Bridge called *Fishery Bridge*, carrying the *Penwortham and Wrightington* Turnpike Road over the said River *Yarrow*, and that the said Bridge shall in all respects be so constructed as to admit and give free Course to an equal or greater Volume of Water than the said Bridge called *Fishery Bridge*.

As to Construction of Bridge over the River *Yarrow*.

XXXI. And be it enacted, That all the Culverts and Drains which shall be formed by the Company in or which shall apply to or affect the District aforesaid shall be placed and built (unless the said Commissioners shall otherwise agree) in the Lines of the present Drains or Watercourses, and the Bottom of the inside Area of each Culvert shall be laid so as to be not less than Six Inches below the Bottom of the respective Drains or Watercourses now in existence ; and all the Bridges and Culverts which shall be formed by the Company in or which shall apply to or affect the District aforesaid shall be substantially built with good sound Materials, and in every respect to the Satisfaction of the said Commissioners or their Surveyor for the Time being.

Culverts to be made in Lines of Drains, &c.

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XXXII. And



Plans, &c. of  
intended  
Works to be  
submitted to  
Commission-  
ers of  
Croston  
Drainage.

XXXII. And be it enacted, That the Company shall and they are hereby required from Time to Time, before proceeding to construct any Portion of the Railway in the District aforesaid, to submit to the said Commissioners such Plans, Sections, and Surveys as shall be necessary to enable the said Commissioners to decide upon the Number and Adequacy of the Waterways of all Bridges, Culverts, Tunnels, Watercourses, and other Works across the Line of such Portion as aforesaid of the Railways, for the free and uninterrupted Discharge of the Waters from all Lands crossed by or lying on either Side of or near or affected by the Railway, at such Level as shall in the Opinion of the said Commissioners be sufficient for the present and prospective Drainage and Improvement of such Lands.

Commission-  
ers to inves-  
tigate  
Adequacy of  
Works.

XXXIII. And be it enacted, That the said Commissioners shall and they are hereby required, within Six Weeks after Notice in Writing from the Company requiring them so to do, to investigate, by such Means as to them shall seem fit, the Adequacy of all such Works for such Purposes as aforesaid, and to decide and certify, by a Writing under their Hands or the Hands of any Two of them, the Number, Situation, Breadth, Depth, and Height of the several Openings of such Bridges, Culverts, Tunnels, or other Works (except such as are herein specially provided for) connected with such Portion of the Railway as aforesaid which shall be necessary for the Passage of Water, whether for Drainage, Irrigation, or otherwise, under or across such Railway; and it shall not be lawful for the Company to proceed with the Execution of any of the Works connected with any Portion of the Railway in the District aforesaid without having first obtained such Certificate as aforesaid respecting such Portion of the Railway under the Hands of the said Commissioners or any Two of them as aforesaid, nor shall the Company be at liberty to deviate from such Certificate in respect to such Works, nor to execute the same otherwise than in conformity therewith, without the previous Approbation in Writing of the said Commissioners: Provided nevertheless, that if the Company shall object to any of the Matters or Things which the Commissioners shall require them to do or execute under the Provisions aforesaid, and if the Company and the Commissioners cannot agree upon any such Matter or Thing as aforesaid, then the same shall be settled by Arbitration in the Manner provided by the Lands Clauses Consolidation Act, 1845.

Power for  
Commission-  
ers to apply  
to Court of  
Chancery in  
case of  
Omission by  
Company to  
construct  
Works, &c.

XXXIV. And be it enacted, That it shall be lawful for the said Commissioners to apply by Petition in a summary Way to the Court of Chancery, complaining of any Omission on the Part of the Company to submit such Plans, Sections, and Surveys to the said Commissioners as aforesaid, or of the Omission to construct any such Bridge, Culvert, Tunnel, or other Works for the Passage of Water in such Manner as is herein specially directed or as shall be certified by the said Commissioners, and thereupon it shall be lawful for the said Court to direct such Works to be made or constructed by the Company in such Manner as shall be conformable to the Certificate of the said Commissioners and to the said Court shall seem necessary or proper, and to make from Time to Time such further or other Order



for restraining the Company or any other Persons from proceeding with any of the Works connected with such Portion of Railway, except in conformity with the Certificate of the said Commissioners, and to issue any Writ of Injunction for the Purpose aforesaid; and such Court, if they think fit, shall have Power to award Costs to be paid by such Company.

XXXV. And be it enacted, That the Company shall from Time to Time, with the least possible Delay, make good (to the Satisfaction of the said Commissioners or their Surveyor for the Time being) or otherwise pay Compensation for any Damage which may be done to or sustained by the said Commissioners or their Works, or the Lands in the said District, or the Owners, Lessees, or Occupiers of such Lands, by reason of the Execution of the Railway or Works of the Company, or of any Neglect or Default of the Company or any Person employed by them, or in consequence of the Non-repair or falling in of any Bridges, Culverts, or other Works in the said District which the Company ought to maintain, or otherwise by reason of any Act or Default of the Company, or any Person employed by them or acting under their Authority; and such Compensation, if not agreed upon after One Month's Notice requiring the same shall have been given to the Company, may be ascertained by Two Justices, or, at the Option of the Parties claiming such Compensation, such Option to be expressed in such Notice, by Arbitration, or by any of the Superior Courts.

Company to make Satisfaction for Damage sustained by Commissioners or their Works, &c.

XXXVI. And be it enacted, That the Company shall not be entitled to Compensation in respect of Damage which may be done to the Railway or the Embankments thereof, or other Works of the Company, by reason of any accidental Breach of any of the Embankments or Works of the Commissioners, or by reason of any casual Opening as heretofore of any of their Flood Gates, Trunks, or Apparatus for Drainage, or by reason of any Exercise by the Owners, Lessees, or Occupiers of Lands in the said Districts of their Privileges aforesaid under any Order of the said Commissioners, or by reason of any Casualty or Circumstance, except such as may arise from wilful Neglect or Default of the Commissioners, or of such Owners, Lessees, or Occupiers, or of their respective Servants or Workmen.

Company not to be entitled to Compensation for accidental Breach of Embankments, &c.

XXXVII. And be it enacted, That it shall be lawful for the Company to construct the said Railways and Branch Railways across and on the Level of the following Turnpike Roads and public Carriage Roads; that is to say,

Roads to be crossed on a Level.

In the Township of *Maghull* in the Parish of *Halsall*, the Road numbered 34:

In the Township of *Rufford* in the Parish of *Rufford*, the Road numbered 51.

XXXVIII. And be it enacted, That, for the greater Convenience and Security of the Public, the said Company shall erect and permanently maintain either a Station or Lodge at the Points where the said Railway shall cross on the Level any of the before-mentioned Roads.

Station or Lodge to be erected at Points of crossing.

XXXIX. And



Land for extraordinary Purposes.

XXXIX. And be it enacted, That it shall be lawful for the Company to purchase any Quantity of Land for extraordinary Purposes not exceeding Thirty Acres.

Compulsory Purchase of Lands limited.

XL. And be it enacted, 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 Three Years from the passing of this Act.

Period for the Completion of the Works.

XLI. And be it enacted, That the Railways and Branches shall be completed within Seven Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the recited Acts granted to the Company for executing the Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railways and Branches as shall be completed.

Tolls.

XLII. And be it enacted, That it shall be lawful for the Company to demand and receive any Tolls for the Use of the said Railways and Branch Railways, or any Part thereof, not exceeding the following; (that is to say,)

For Passengers.

For every Passenger conveyed in or by any Express Train, the Sum of Two-pence *per* Mile :  
 For every Passenger conveyed in a First-class Carriage by any other Trains, 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, Two-pence *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, Three-pence *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 passing any Distance not exceeding Fifty Miles, the Sum of Three Farthings *per* Ton *per* Mile ; and if passing a Distance exceeding Fifty Miles, Five Eighths of a Penny *per* Ton *per* Mile for the whole Distance travelled :  
 For Sheet Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron, One Penny Halfpenny *per* Ton *per* Mile :  
 For Sugar, Grain, Corn, Flour, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, Deals, Metals, Nails, Anvils, Vices, and Chains, the Sum of Two-pence *per* Ton *per* Mile :  
 For Cotton and other Wools, Drugs, and manufactured Goods, the Sum of Two-pence Halfpenny *per* Ton *per* Mile :

For



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

Provided always, that with respect to all the Matters aforesaid passed over the Railways and Branch Railways for a less Distance than Six Miles the Company may demand Tolls as for Six Miles, and with respect to Coal, Slack, Cannel, Coke, Culm, and Cinders passing any Distance exceeding Fifty Miles the Company may demand and receive Tolls as for Fifty Miles at the least, at the Rate of Three Farthings *per Ton per Mile*.

XLIII. And be it enacted, That the maximum Rate of Charge to be made by the Company for the Conveyance of Passengers along the said Railway and Branch Railways, including the Tolls for the Use of the Railways and Branch Railways, and Carriages, and for locomotive Power, and every other Expence incidental to such Conveyance as aforesaid, except Government Duty, shall not exceed the following Sums ; (that is to say,) Maximum Rates of Charges.

For every Passenger conveyed in or by any Express Train, the Sum of Two-pence Halfpenny *per Mile* : For Passengers.

For every Passenger conveyed in a First-class Carriage by any other Train, the Sum of Two-pence *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 and Branch Railways, including the Tolls for the Use of the Railways and Branch Railways, and Waggons or Trucks, and locomotive Power, and every Expence incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of 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, Three-pence *per Mile* :

For Horned Cattle, the Sum of Two-pence *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, Four-pence *per Mile* :

For all Coal, Cannel, Culm, Coke, and Cinders, conveyed any Distance not exceeding Fifty Miles, the Sum of One Penny and One Eighth *per Ton per Mile* ; and if conveyed for any Distance exceeding Fifty Miles, Seven Eighths of a Penny *per Ton per Mile* for the whole Distance travelled :

For all Slack conveyed any Distance not exceeding Fifty Miles, One Penny *per Ton per Mile* ; and if conveyed any Distance exceeding Fifty Miles, Seven Eighths of a Penny *per Ton per Mile* for the whole Distance travelled :

For all Dung, Compost, and all Sorts of Manure, Lime, Limestone, and all undressed Materials for the Repair of public Roads,

[Local.]

77 M

Charcoal,



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*, if conveyed for a Distance not exceeding Fifty Miles; and the Sum of One Penny and One Eighth *per Ton per Mile*, if conveyed a Distance exceeding Fifty Miles:

For Iron, not damageable, One Penny *per Ton per Mile*, if conveyed for a Distance of Fifty Miles or upwards; but if for any less Distance than Fifty Miles, One Penny Farthing *per Ton per Mile*:

For damageable Iron, Sheet Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron, Three Halfpence *per Ton per Mile*, if conveyed for a Distance of Fifty Miles or upwards; but if for any less Distance than Fifty Miles, Two-pence *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 Two-pence Halfpenny *per Ton per Mile*, if conveyed for a less Distance than Fifty Miles; and the Sum of Two-pence *per Ton per Mile*, if conveyed Fifty Miles or upwards:

For Cotton and other Wools, and manufactured Goods, the Sum of Three-pence *per Ton per Mile*, if conveyed a less Distance than Fifty Miles; and the Sum of Two-pence Halfpenny *per Ton per Mile*, if conveyed a Distance of Fifty Miles or upwards:

For Fish, Feathers, Canes, Cochineal, Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, if conveyed for a less Distance than Fifty Miles, Three-pence Halfpenny *per Ton per Mile*; and if conveyed for the Distance of Fifty Miles or upwards, the Sum of Three-pence *per Ton per Mile*.

Regulations  
as to Tolls.

XLIV. And be it enacted, That 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 and Branch 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 Waggons or Carriages for the Conveyance of Coal, Cannel, Slack, Culm, Coke, or Cinders, but where such Waggons 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 said Railways and Branch 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; and that where any such Articles, Matters, or Things shall be carried a Distance exceeding Fifty Miles, the Company



are hereby empowered to demand and receive Rates, Tolls, or Charges as for Fifty Miles at the least :

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 :

And 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.

XLV. And with respect to small Packages, and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following ; (that is to say,) Tolls for small Parcels and Articles of great Weight.

For the Carriage of small Parcels, that is to say, any Parcel not exceeding Five hundred Pounds Weight, the Company may demand any Sum which they think fit : Provided always, that such Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages :

For the Carriage of any Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Four-pence *per* Ton *per* Mile :

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand any such Sum as they think fit.

XLVI. And be it enacted, That the Company shall and they are hereby required from Time to Time and at all Times to find and provide sufficient locomotive Power, when and as the same shall be required, and so soon as an adequate and sufficient Load shall be in readiness, to convey all Merchandize, Articles, empty Waggon, Matters, and Things upon and along the Railway and Branches and the *Liverpool and Bury* Railway. Company to provide locomotive Power.

XLVII. And be it enacted, That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twelve Pounds in Weight for First-class Passengers, Sixty Pounds in Weight for Second-class Passengers, and Forty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof. Passengers Luggage.

XLVIII. Provided always, and be it enacted, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Restriction as to Charges not to apply



to Special  
Trains.

Special Train that may be required to be run upon the said Railway, but shall apply only to the ordinary Trains appointed or to be appointed from Time to Time by the said Company for the Conveyance of Passengers and Goods upon the said Railway.

Power to  
lease the  
Railway  
to East  
Lancashire  
Railway  
Company.

XLIX. Be it enacted, That it shall be lawful for the Company by this Act incorporated, with the Authority of Three Fifths of the Shareholders thereof who may be present, either personally or by Proxy, at some Extraordinary General Meeting of the Company, to demise or lease their Undertaking, before or after the Completion thereof, for such Consideration or annual Rent as they shall think proper, unto the *East Lancashire* Railway Company, for any Term which shall be agreed upon; and the said *East Lancashire* Railway Company are hereby authorized, if they think proper, with the Approbation of Three Fifths of the Shareholders thereof who may be present, either personally or by Proxy, at some Extraordinary General Meeting of such last-mentioned Company specially convened for the Purpose, to enter into and accept such Lease.

Enabling  
the East  
Lancashire  
Railway  
Company  
to purchase  
Railway.

L. And be it enacted, That it shall be lawful for the Company incorporated by this Act, by and with the Authority of Three Fifths of the Shareholders thereof who may be present, either personally or by Proxy, at some Extraordinary General Meeting of such Company specially called for the Purpose, to sell, transfer, or dispose of to, and for the *East Lancashire* Railway Company, by and with the Authority of Three Fifths of the Shareholders thereof respectively, who may be present, either personally or by Proxy, at some Extraordinary General Meeting of such Company specially called for the Purpose, to purchase or accept the Undertaking by this Act authorized, either before or after the Execution or Completion thereof, for such Consideration, and upon such Terms and Conditions as the said Companies may mutually agree upon, subject to the existing Liabilities affecting the same, and subject also to the Provisions of this Act, and of the Lands Clauses Consolidation Act, 1845, and the Railway Clauses Consolidation Act, 1845.

Form and  
Effect of  
Conveyance.

LI. And be it enacted, That the Conveyance or Assignment of the said Undertaking may be in the Form in the Schedule to this Act annexed, or to the like Effect, with such Alterations therein or Additions thereto as the Circumstances of the Case and the Terms of the Purchase or Transfer may render necessary, and such Conveyance shall be under the Common Seals of the said Companies, and shall, when so executed, be effectual to vest the said Undertaking, and all the Rights, Privileges, Powers, and Authorities by this Act, and the Lands Clauses Consolidation Act, 1845, and the Railway Clauses Consolidation Act, 1845, respectively given to the Company hereby incorporated, and also the said Railways and all Works belonging thereto, and the Ground and Soil thereof respectively, and all and every other the Lands, Tenements, and Hereditaments, Rights, Easements, and Appurtenances whatsoever, and all Books, Maps, Plans, and other Documents, and also, if so expressed, all the personal Property, Monies, and Effects of or to which the Company hereby incorporated may by virtue of this Act, or by any other Means whatsoever,



soever, be seised, possessed, or entitled at Law or in Equity at the Time of the Execution of such Conveyance, absolutely in the *East Lancashire* Railway Company; and the said Undertaking shall thenceforth become and form Part of the Undertaking of the *East Lancashire* Railway, subject nevertheless and without prejudice to any Mortgages, Charges, or Incumbrances which at the Time of the Execution of such Conveyance may be upon or affect the Company hereby incorporated, or any of the Property of the said Company.

LII. And be it enacted, That Notice of the Execution of such Conveyance shall be inserted in the *London Gazette*, and also in Two or more Newspapers usually printed or circulated in the County of *Lancaster*. Notice of Execution to be given in the Gazette.

LIII. And be it enacted, That when and as soon as the said Conveyance shall have been executed by the said Companies so contracting as aforesaid, the Powers of the Company hereby incorporated shall cease and determine, and such Company shall be dissolved and cease to exist, and all the Rights, Privileges, Powers, and Authorities by this Act, and by the Lands Clauses Consolidation Act, 1845, and the Railway Clauses Consolidation Act, 1845, respectively, conferred on or given to the Company hereby incorporated, shall apply to and be deemed and taken to be and shall be vested in the *East Lancashire* Railway Company, and may lawfully be used, exercised, and enjoyed by such Company or the Directors thereof, or their Officers, Agents, or Servants, under the same Penalties, Provisions, and Restrictions as are applicable to or imposed upon the Company hereby incorporated, and the Corporate Seal of the *East Lancashire* Railway Company be used, when necessary, in reference thereto, in like Manner in every respect as though the said Undertaking formed Part of the Undertaking of the *East Lancashire* Railway, and the *East Lancashire* Railway Company had been originally authorized to carry the same into effect instead of the Company hereby incorporated. On the Execution of the Conveyance Powers of Company to cease.

LIV. And be it enacted, That all Contracts, Agreements, Conveyances, Mortgages, Bonds, and Securities which may have been made or entered into with, to, or in favour of or by or for the Company hereby incorporated previously to the Execution of such Conveyance shall, from and after the Execution thereof, be and remain as good, valid, and effectual, in favour of, against, and in reference to the *East Lancashire* Railway Company, and may be proceeded on and enforced in the same Manner by or against the *East Lancashire* Railway Company, to all Intents and Purposes as if such Company had been a Party to and had executed the same, or had been named or referred to therein, instead of the Company hereby incorporated. Contracts not to be affected.

LV. And whereas, in the event of the Undertaking by this Act authorized becoming the Property of the *East Lancashire* Railway Company under the Provisions herein contained, it will be convenient that certain Portions only of the Provisions of "The Companies Clauses Consolidation Act, 1845," shall be incorporated with this Act; be it therefore enacted, That when and so soon as the said Undertaking shall become vested in the said last-mentioned Company the following On Sale of Railway, Portion only of Provisions of 8 & 9 Vict. c. 16. to apply to the Undertaking.

[Local.] 77 N Clauses



Clauses and Provisions only of "The Companies Clauses Consolidation Act, 1845," shall remain applicable to the Undertaking by this Act authorized, and to the said last-mentioned Company, with reference to the said Undertaking, (that is to say,) the Clauses and Provisions with respect to the making of Bye Laws, and with respect to the Settlement of Disputes by Arbitration, and with respect to the giving of Notices and Tenders of Amends, and with respect to the Recovery of Damages not specially provided for, and Penalties, and with respect to the Provision to be made for affording Access to this Act by all Parties interested.

Saving Rights of East Lancashire Railway Company.

LVI. Provided always, and be it enacted, that nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *East Lancashire* Railway Company, but the same shall remain as valid and effectual as if this Act had not been passed.

The East Lancashire Railway Company enabled to raise Money by Creation of new Shares.

LVII. And be it enacted, That, for the Purpose of the Purchase and Execution of the Undertaking hereby authorized, it shall be lawful for the *East Lancashire* Railway Company, if they see fit, by and with such Authority as aforesaid, to create such an additional Number of Shares and to borrow such Sum of Money as may be necessary for completing such Purchase, or for constructing and working the said Undertaking, provided the Amount to be raised by such additional Shares, together with any other Sums which may be subscribed and paid under the Powers of this Act, shall not exceed the Amount of Capital authorized to be raised by this Act for the Purposes thereof, and provided that the Amount to be so borrowed shall not exceed One Third of the said Capital; and no Money whatever shall be so borrowed until One Half of the Money to be raised by Shares shall have been actually paid up.

Money for the Purposes aforesaid to be raised according to the Provisions of East Lancashire Railway Act.

LVIII. Provided always, and be it enacted, That as to the Money to be borrowed by the *East Lancashire* Railway Company for completing such Purchase, and for constructing and working the Undertaking hereby authorized, all the Powers, Provisions, Matters, and Things contained in the Acts relating to the said Company, for the raising, securing, and Repayment of the Monies to be borrowed by virtue of their Acts, shall extend and apply to the Monies hereby authorized to be raised for the Purposes aforesaid.

Distribution of new Shares.

LIX. And be it enacted, That the new Shares to be created in pursuance of the Provision aforesaid for the Purchase and Execution of the Undertaking hereby authorized shall, in the first place, be offered to the Shareholders in the Company hereby incorporated, in proportion to the Number of Shares held by them respectively therein at the Time of the Completion of such Purchase or Transfer, and such new Shares shall vest in and belong to the said Shareholders who shall accept the same, and pay the Instalments thereof to the said *East Lancashire* Railway Company at the Time and under the Conditions which shall be fixed by the last-mentioned Company; and if any such Shareholder shall fail for One Month after such Offer of the said new Shares to accept the same, it shall be lawful for the

last.



last-mentioned Company to dispose of the said Shares, or such of the same as may remain unaccepted, in such Manner as they shall deem most for the Advantage of the *East Lancashire* Railway Company; and the Capital so to be raised by the Creation of new Shares shall be considered as Part of the general Capital of the said last-named Company, and shall be subject to the same Provisions with reference to the Votes at General Meetings, the Payment of Calls, and the Forfeiture of Shares or Nonpayment of Calls, and otherwise, as if it had been Part of their original Capital, except as to the Time of making Calls for such additional Capital, and the Amount of such Calls, which respectively it shall be lawful for the same Company to fix as they shall think fit.

LX. Provided always, and be it enacted, That, in calculating the Dividends upon such Shares, reference shall be had to any Difference between the Amount of Calls paid thereon and the Amount of Calls paid upon the original Shares of the Company at the Time of the Declaration of such Dividend.

Dividends on  
new Shares.

LXI. And whereas by an Act passed in the last Session of Parliament, intituled "The *Liverpool and Bury* Railway Act, 1845," reciting that a Company had been formed for the Purpose of making a Railway from *Liverpool* to *Preston*, with Branches therefrom, under the Name of the *Liverpool, Ormskirk, and Preston* Railway Company, (being the said Company hereby incorporated,) and that the Line of Railway approaching the Town of *Liverpool* and the Station at *Liverpool*, as defined on the Plan of the said Company, were nearly identical with the Line of Railway and Station at *Liverpool* by that Act authorized, and further reciting, that an Agreement had been entered into between the Two Companies with reference thereto, it was among other things enacted, that the said Agreement should be and remain binding upon the Company by that Act incorporated until the Expiration of Eighteen Months after the passing of that Act, and that the Powers and Authorities conferred by that Act on the Company thereby incorporated should be subject to the said Agreement and the Provisions thereof, and to all such Parliamentary Provisions as should, within the Period aforesaid, be made in reference thereto: And whereas by the said Agreement it was and is among other things declared and agreed, that the Line of the *Liverpool and Bury* Railway lying between the Point of Junction therewith of the Railway hereby authorized and the Termination of the said *Liverpool and Bury* Railway in the Town of *Liverpool*, should be formed by the said Two Companies on joint Account, and that the Station of and belonging to the said Railway in the Town of *Liverpool* should be divided into Two Portions, One for each Company: And whereas since the passing of the said Act the said *Liverpool and Bury* Railway Company have proceeded to carry into effect the Powers and Provisions of the said Act for making and constructing the said Railway, and among others that Portion thereof which is referred to in the said Agreement, and have incurred Expences and entered into Engagements in respect thereof, as well in and for the Purchase of Lands and the making of Compensation to Parties interested therein

Agreement  
with Liver-  
pool and  
Bury Rail-  
way Com-  
pany, recited  
in Liverpool  
and Bury  
Railway Act,  
1845,  
confirmed.

or



or otherwise, and are proceeding to make and construct the said Portion of their said Railway and the said Station, with all requisite Buildings and Conveniences: And whereas it is expedient that Provision be made by this Act for giving effect to the said Agreement; be it therefore enacted, That as soon as may be after the passing of this Act the said *Liverpool and Bury* Railway Company shall furnish to the Company hereby incorporated an Account in Writing, certified under the Hands of (Three) of the Directors of the said Company, of all Outlay and Expences by them up to that Time incurred and paid or for which they are liable in and about the making and constructing or preparing to make and construct the said Portion of Railway between the said Point of Junction and the Termination thereof in the Town of *Liverpool*, and the Station with the Buildings and Conveniences thereto belonging, as well in respect to the Purchase of Land, Payment of Compensations, Surveys, and engineering Charges as otherwise; and the Company hereby incorporated shall, within Four Calendar Months after the Delivery of such Account, pay to the said *Liverpool and Bury* Railway Company the full and clear Half Part of the Amount of such Outlay and Expences, with Interest at the Rate of Five *per Centum per Annum* from the respective Times of Payment of such Outlay and Expences, or any Part thereof; and the said *Liverpool and Bury* Railway Company shall proceed to make, construct, and complete the said Portion of the said Railway, (taking for such Part thereof as lies between the crossing of the *Leeds and Liverpool* Canal and the Terminus at *Liverpool* so much Land as will be sufficient for Four Lines of Rails, and for the Remainder a similar Width of Land, if both Companies shall so agree,) and shall also make, erect, and complete the said Station, Buildings, and Conveniences, which Station shall be so made and constructed as to be divided into Two separate and distinct Parts, to be respectively appropriated to the said Two Companies, and shall from Time to Time, as well during the Progress as after the Completion of the said Works, make out and furnish to the Company hereby incorporated Accounts of the Costs, Charges, and Expences thereof, certified as aforesaid, and One Half of all such Costs, Charges, and Expences, with Interest as aforesaid, shall be borne and paid by the Company hereby incorporated, at such Times and in such Manner as the said *Liverpool and Bury* Railway Company shall appoint; and if any Dispute or Difference shall arise between the Two Companies touching the respective Accounts so from Time to Time to be delivered, or any of them, then the same shall be referred to the Arbitration and Decision of the chief Engineers of the said Two Companies respectively, or of an Umpire to be chosen by them before entering on the said Reference to act in case of their Disagreement, and such Reference shall in all respects not hereby otherwise specified be conducted in the Manner provided by the Railways Clauses Consolidation Act for the Settlement of Disputes by Arbitration; and the Award and Determination of the said Engineers or Umpire, as the Case may be, shall be finally binding on both Parties.

Portion of  
Liverpool

LXII. And be it enacted, That when and so soon as the said Portion of the said Railway, and the said Station, Buildings, and Conveniences, shall



shall have been made and constructed, and the Monies payable by the Company hereby incorporated to the said *Liverpool and Bury* Railway Company in respect thereof shall have been fully paid and satisfied, then and from thenceforth the said Portion of the said Railway shall be the joint Property of the said Companies, and shall be used, occupied, and enjoyed by the said Two Companies in common, and the Portion of the said Station which shall be set apart for and appropriated to the Company hereby incorporated, and the Buildings and Conveniences belonging to such Portions, or which shall be set apart to be used and enjoyed therewith, shall be used, occupied, and enjoyed by the Company hereby incorporated, separately and exclusively for their own Use and Benefit.

and Bury Railway to be the joint Property of the Two Companies.

LXIII. And be it enacted, That if either during the Progress of the said Works or after the Completion thereof any Difference shall arise between the said Companies, either as to the Principle or Mode of Construction or Arrangement of the said Station, Buildings, and Conveniences, or as to the Division, Apportionment, and Appropriation thereof to and between the said Two Companies respectively, or as to the Use and Enjoyment of the said common Portion of the said Railway, or of the said Stations, Buildings, and Conveniences, or as to the Management, Supervision, Maintenance, and Repairs thereof by the said Companies, or as to the Use thereof by any other Person, Company, or Companies whose Railway shall join such common Portion of the said Railway, or as to the Tolls to be charged and made payable for such Use, or as to any other Matter or Thing relating thereto, every such Difference or Dispute shall, from Time to Time as Occasion may require, be referred and be subject to the Award and Determination of the Lords of the Committee of Privy Council for Trade and Plantations, whose Decision on all Matters as from Time to Time referred to them shall be final and conclusive between the Parties: Provided always, that if the said Lords of the Committee of Privy Council for Trade shall refuse or neglect to decide such Differences or Disputes when and as the same shall from Time to Time arise, after a reasonable Request shall have been made to them for that Purpose, then every such Dispute with which the said Lords of the Committee of Privy Council for Trade shall neglect or refuse to interfere shall and may be settled by Arbitration, in the Manner provided by the Railway Clauses Consolidation Act, 1845, with respect to the Settlement of Disputes by Arbitration.

Disputes between the Two Companies how to be settled.

LXIV. And whereas the said *Liverpool and Bury* Railway Company contemplate the making of an Extension of their Railway from the present Termination thereof in the Town of *Liverpool* to a Site or Spot further within the Town, and near to the Exchange, and the Construction of a Station there; be it therefore enacted, That all and every the Provisions herein-before contained with reference to the Ownership of the common Portions of the joint Entrance into *Liverpool* by the said Company hereby incorporated, and the said *Liverpool and Bury* Railway Company, and the Stations and other Conveniences in *Liverpool*, and to the Cost, Construction, Management, Maintenance, Repairs, and Conduct thereof, and the Appropriation, Use, Supervision, and Division of the same, and to the settling of Disputes with respect

Extensions of Liverpool and Bury Railway to be in common with the Liverpool, Ormskirk, and Preston Company.



thereto, shall extend and apply to such Extension, Station, and Works, as may be authorized to be constructed as aforesaid.

Liverpool and Bury Railway Company not to purchase additional Lands.

LXV. Provided nevertheless, and be it enacted, That nothing in this Act contained shall extend to enable the *Liverpool and Bury Railway Company* to purchase or take any Lands other than those which they might have purchased and taken if this Act had not been passed.

As to Communications with the Liverpool and Bury Railways.

LXVI. And be it enacted, That the Main Line of the Railway hereby authorized, at the Point of Junction with the *Liverpool and Bury Railway*, and also the *Skelmersdale Branch*, at the Point of Junction with the *Ormskirk Branch* of the *Liverpool and Bury Railway*, shall be made on the Level of such last-mentioned Railway, and that all the Communications between the Railways or Branch Railways hereby authorized, or any of them, and the said *Liverpool and Bury Railway*, and the *Ormskirk Branch* thereof respectively, shall be effected in a substantial and workmanlike manner, by means of Connection Rails and Points laid to the reasonable Satisfaction of the Engineers for the Time being of the said *Liverpool and Bury Railway Company*.

Expence of such Communications to be borne by the Liverpool, Ormskirk, and Preston Railway Company.

LXVII. And be it enacted, That the Expence of the Communications hereby authorized with the *Liverpool and Bury Railway*, and of all the necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be required for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of regulating and adjusting the same, shall be borne and paid by the Company, and that all such Communications, Openings, and Works shall not only be in the first instance made and done, but shall also from Time to Time be altered, amended, repaired, and maintained, to the reasonable Satisfaction of the Engineer for the Time being of the *Liverpool and Bury Railway Company*.

Company not to take Property of the Liverpool and Bury Railway Company, or interfere with their Railway or Works.

LXVIII. And be it enacted, That, notwithstanding any thing in this Act contained to the contrary, it shall not be lawful for the Company, or for any other Person or Persons, for the Purposes of the Undertaking hereby authorized, either permanently or temporarily to enter upon, take, or use any of the Land or Property of the said *Liverpool and Bury Railway Company*, or which they may have the Right to purchase under any Act of the present or any former Session, or in any Manner to alter, vary, or interfere with the said *Liverpool and Bury Railway*, or any of the Works appertaining thereto, save only so far as may be necessary for the Purpose of effecting the Junctions hereby authorized in manner aforesaid, and not otherwise.

Saving the Rights of the Liverpool and Bury Railway Company.

LXIX. And be it enacted, That nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in or belonging to the *Liverpool and Bury Railway Company* under any Act of the present or any former Session, but all their Rights, Privileges, Powers, Franchises, and Authorities under their several Acts of Parliament or otherwise are hereby expressly saved and reserved, except so far as the same are hereby expressly altered or varied.

LXX. And



LXX. And be it enacted, That, notwithstanding any thing in this Act contained to the contrary, it shall not be lawful for the Company, or for any other Person, either in the Execution of this Act or under colour thereof, in making the Railway, either permanently or temporarily to enter upon, take, or use any of the Land or Property of the *North Union* Railway Company, except such as shall be necessary for constructing the respective Lines of Railway as delineated in the said Plans, or in any other Manner to alter or interfere with the *North Union* Railway, or any of the Works appertaining thereto, save only so far as is by this Act expressly and specifically authorized, or as shall be necessary for effecting the aforesaid Junction, and not otherwise.

Not to take the Property of the *North Union* Railway Company.

LXXI. And be it enacted, That the Expence of the Communications hereby authorized with the *North Union* Railway, all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of regulating and adjusting the same, shall be borne and paid by the Company, and that all such Communications, Openings, and Works shall not only be in the first instance made and done, but shall also from Time to Time be altered, amended, repaired, and maintained, under the Direction and Superintendence and to the entire Satisfaction of the Engineer for the Time being of the *North Union* Railway Company, expressed in Writing on each Occasion, and in such Manner and Form and by such Ways and Means only as shall not in anywise prejudice or hinder the *North Union* Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same, save only so far as shall be necessary for the Purpose of effecting the Junctions hereby authorized in manner aforesaid, and not otherwise.

Communication with the *North Union* Railway to be made and maintained at the Expence of the *Liverpool, Ormskirk, and Preston* Railway Company.

LXXII. And be it enacted, That all connexion Rails, or Rails forming a Communication with the *North Union* Railway, shall be so constructed and kept as to leave a free and uninterrupted Passage along the *North Union* Railway, except during such Time only as shall be necessary for Carriages or Traffic to pass from or to the Main Line of the *North Union* Railway or any Branch thereof, and that the Company shall at their own Costs and Charges employ some efficient Person or Persons, to be approved of by the *North Union* Railway Company, who shall be constantly present at the Points of Communication, and whose Duty respectively it shall be to attend to such Connexion Rails, and see that the same are kept in proper Order and Position, so as at all Times (except as aforesaid) to have a free and open Passage along the Main Line of the *North Union* Railway; and in case the said Connexion Rails shall be permitted so to be or remain as to obstruct the free Passage along the *North Union* Railway longer than shall be necessary for the Passage of Carriages or Traffic from or to the Main Lines of the *North Union* Railway, then and in every such Case the Company (over and besides any Damage or Injury which may be done or occasioned or sustained by or by reason or in consequence of any such Obstruction, and which the *North Union* Railway Company or the Person or Company sustaining such Damage or Injury may recover by Action or Suit in any Court of Law or Equity, notwithstanding the Infliction or Payment of the

Connexion Rails with *North Union* Railway to have Passage along that Line open.

Penalty



Penalty next herein-after mentioned,) shall forfeit and pay to the *North Union* Railway Company the Penalty or Sum of Ten Pounds, to be recovered and levied under the Powers and in like Manner as other Penalties are directed to be recovered and levied in and by the said Act relating to the *North Union* Railway passed in the Fourth Year of the Reign of His late Majesty King *William* the Fourth, or the same may be recovered by Action or Suit in any Court of Law or Equity, with full Costs of Suit.

Company  
empowered  
to contract  
with other  
Railway  
Companies.

LXXIII. And whereas it would tend much to the Convenience of the Public if the Company hereby incorporated were empowered to enter into Arrangements with other Railway Companies, so as to avoid the Necessity of a Change of Carriages and other Delays arising from a Diversity of Interests, and for the Use by each other of their respective Stations, Warehouses, and Conveniences, and for making other additional Station Accommodation; be it therefore enacted, That it shall be lawful for the said *Liverpool, Ormskirk, and Preston* Railway Company and they are hereby empowered from Time to Time to make or enter into any Contract or Agreement with any other Railway Company, and which Contract or Agreement all other Railway Companies are hereby empowered to make and enter into, either for the Division or Apportionment of the Tolls, Rates, and Duties, or for the Passage over or along the Railway by this Act authorized to be made of any Engines, Coaches, Waggons, or other Carriages of or belonging to any other Railway Company, or which shall pass over or along any other Line of Railway, of any Engines, Coaches, Waggons, or other Carriages which shall belong to the said *Liverpool, Ormskirk, and Preston* Railway Company, or which shall pass over or along their Line of Railway, or for the Use, Occupation, and Enjoyment of any Stations, Warehouses, Conveniences, and Premises, and for providing any additional Stations, Warehouses, Buildings, Conveniences, and additional Accommodations which the Companies respectively may mutually agree to construct, upon the Payment of such Tolls, Rates, or Duties, Sum and Sums of Money, and under such Conditions and Restrictions, as may be mutually agreed upon, and also to make and enter into any other Contract with any other Railway Company that may be deemed advisable for the Use, Occupation, or Enjoyment of Stations, Warehouses, Buildings, and Premises for Passengers, Cattle, Goods, Wares, Merchandize, Articles, Matters, and Things for carrying out the Objects aforesaid; and every such Contract may contain such Covenants, Clauses, Provisions, Conditions, and Agreements as the contracting Parties may respectively think advisable and mutually agree upon: Provided always, that no such Contract shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Duties which the respective Companies, Parties to such Contracts, shall for the Time being be respectively authorized to have, demand, receive, or recover of or from any Person or any other Company, but that all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of any of the said Railways upon the same Terms and Conditions, and upon Payment of the same Tolls, Rates, and Duties, as they would have been in case no such Contract had been entered into: Provided always, that the Tolls, Rates,

Contract not  
to affect Per-  
sons not  
Parties to it.

As to the  
Computation



Rates, and Charges to be taken by the Company in respect of the Passage and Conveyance respectively of all Goods, Articles, Matters, and Things upon the said Railway or Branches, or any of them, and the *Liverpool and Bury* Railway, shall be calculated, computed, and imposed at such Rates as if such Railway or Branch Railway and the *Liverpool and Bury* Railway formed One Line of Railway.

of Tolls on this and the Liverpool and Bury Railway.

LXXIV. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament; and for other Purposes in relation to Railways*; be it enacted, That nothing in this Act contained shall be held to exempt the said Railway or the said Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railway and Company so far as the same shall be applicable thereto.

Railway to be subject to the Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., and 7 & 8 Vict. c. 85.

LXXV. Provided always, and be it enacted, That nothing herein contained shall be deemed to exempt the Railways or Branches or Company from the Provisions of any general Act relating to this Act which may pass during the present Session of Parliament, or any general Act relating to Railways which may pass during the present or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Railway to be subject to Provisions of any future general Act.

LXXVI. And be it enacted, That nothing contained in this Act or in the Acts herein recited or referred to shall extend to authorize the Company to purchase, take, or use any Land or Soil, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, or any Two of them, first had and obtained for that Purpose, and which such Commissioners or any Two of them are hereby authorized and empowered to give, or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Saving the Rights of the Crown.

LXXVII. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

Public Act.



SCHEDULE.

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*Form of Conveyance of an Undertaking.*

THIS Indenture, made the \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our Lord \_\_\_\_\_ between the Liverpool, Ormskirk, and Preston Railway Company of the one Part, and the East Lancashire Railway Company of the other Part, witnesseth, that the Liverpool, Ormskirk, and Preston Railway Company, in consideration [*here state the Consideration*], and by virtue and in pursuance and under the Authority of the Liverpool, Ormskirk, and Preston Railway Act, 1846, do hereby convey all that the Undertaking authorized by the said Act, and the Powers and Authorities thereby given for making and completing the same, unto the East Lancashire Railway Company, absolutely and for ever, but subject to all existing Liabilities affecting the same, and subject also to the Provisions of the said Act: And the said East Lancashire Railway Company do hereby accept and take the same Undertaking, subject to the Liabilities aforesaid, and to the Provisions of the said Act. In witness, &c.

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LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1846.