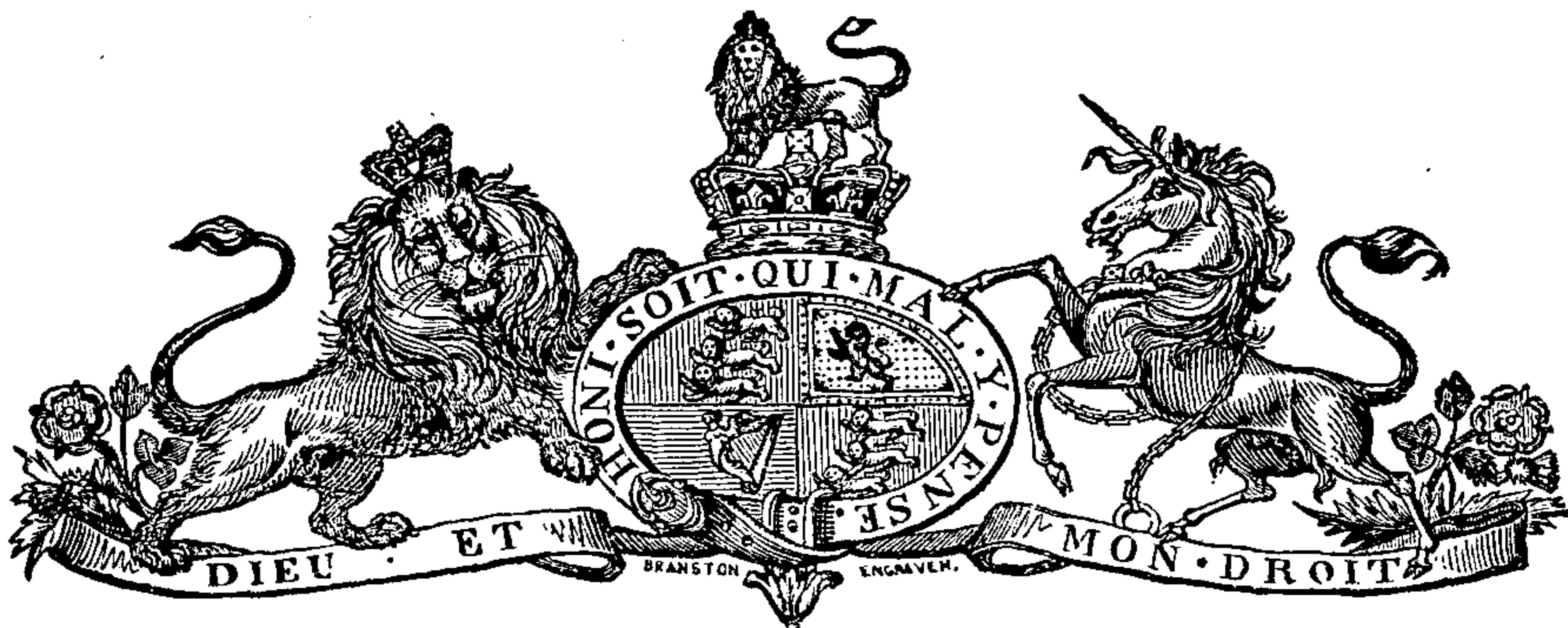




ANNO PRIMO & SECUNDO

VICTORIÆ REGINÆ.

Cap. lvi.

An Act for enabling the *Bolton* and *Preston* Railway Company to extend and alter the Line of such Railway, and to make collateral Branches thereto; and for amending and enlarging the Powers and Provisions of the Act relating thereto.

[4th July 1838.]

WHEREAS an Act was passed in the First Year of the Reign of Her present Majesty, intituled *An Act for making a Railway from Bolton-le-Moors to Preston in the County Palatine of Lancaster* (being the Act herein-after referred to as "the recited Act"), which Railway was by the said Act authorized and directed to be made in the Line or Direction described and set forth in a Map or Plan and Book of Reference deposited with the Clerk of the Peace of the said County Palatine of *Lancaster*, as in the said Act is mentioned (and which are herein-after referred to as "the original Plan and Book of Reference"); and by the said Act several Persons were united and made One Body Corporate, by the Name and Style of "*The Bolton and Preston Railway Company*," for making such Railway and the several other Works necessary for carrying the said Act into execution: And whereas the Line of the said Railway might be materially improved by the Adoption of the

[*Local.*] 16 *E* Exten.

1 Vict. c. 121.

Powers of
recited Act
extended to
this Act.

Extensions, Deviations, or Alterations herein-after mentioned and described, and it is therefore expedient that such Extensions, Deviations, or Alterations should be adopted, and that such Parts of the said Line of Railway as will thereby be rendered unnecessary should be abandoned : And whereas it is expedient that some of the Powers and Provisions contained in the recited Act should be repealed or altered, amended, extended, enlarged, and explained, and that further Powers should be granted to the said Company : And whereas the several Purposes herein-before mentioned 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 all the Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Rules, Matters, and Things contained in the recited Act (except such of them or such Parts thereof respectively as are by this Act repealed, altered, or otherwise provided for or rendered unnecessary) shall extend and be construed to extend to this Act, and to the several Works and Things hereby authorized or required to be made and done, and shall operate and be in force in respect to the Objects and Purposes of this Act, and of the recited Act as altered and amended by this Act, as fully and effectually, to all Intents and Purposes whatsoever, as if all the same Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Rules, Matters, and Things were enacted in this Act.

Saving the
Rights of the
North Union
Railway
Company.

II. Provided nevertheless, and be it further enacted, That, except so far as hereby specifically and expressly authorized, nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in or belonging to the North Union Railway Company, but that all such Rights, Privileges, Powers, Franchises, and Authorities which belong to or are vested in the said North Union Railway Company under their several Acts of Parliament or otherwise (except as aforesaid), shall be and are hereby expressly saved and reserved to the North Union Railway Company.

Powers of
the Bolton
and Preston
Railway
Company to
make their
Line North
of Chorley
to cease.

4 & 5 W. 4.
c. 25.

III. And whereas by an Act made and passed in the Fourth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for uniting the Wigan Branch Railway Company and the Preston and Wigan Railway Company, for authorizing an Alteration to be made in the Line of the said last-mentioned Railway, and for repealing, altering, and amending the Acts relating thereto*, the North Union Railway Company are empowered to make and maintain a Railway to *Preston*, from a Point on the *Liverpool and Manchester* Railway called *Park Side* ; and the Line of Railway by the recited Act authorized to be made would approach the North Union Railway within less than Two Miles at *Chorley* in the said County Palatine of *Lancaster*, and run from thence in nearly a parallel Direction to *Preston* aforesaid ; and it is expedient, and for the Benefit of the Public,

Public, that only One Line of Railway should be made between *Chorley* and *Preston*, and that an Arrangement should be effected, under the Authority of Parliament, between the *Bolton* and *Preston* Railway Company and the North Union Railway Company; and it has been accordingly agreed between the respective Companies that the *Bolton* and *Preston* Railway Company shall abandon the making of that Portion of the proposed Line by the recited Act authorized to be made which lies between *Chorley* aforesaid and *Fishergate Street* within *Preston* aforesaid, and shall make an Extension of the said Line of Railway from *Chorley* to unite with the North Union Railway at *Euxton* aforesaid, and when such Extension shall be so made shall use and enjoy a free Passage along such Part of the North Union Railway as shall lie between the said Point of Junction at *Euxton* and *Preston*, upon Payment of the Tolls, Rates, Duties, and Sums of Money, and subject to the Rules, Orders, Bye Laws, and Regulations herein-after in that Behalf mentioned; be it therefore enacted, That such of the Powers or Authorities and Directions in the recited Act contained as relate to the making, completing, and maintaining that Portion of the *Bolton* and *Preston* Railway which lies between *Harpers Lane* in the Township of *Chorley* and *Fishergate Street* within *Preston* shall cease from and immediately after the passing of this Act, save only so far as the same may be applicable to and necessary for the making of the Extension and Variation of the said *Bolton* and *Preston* Railway from *Chorley* to *Euxton* next herein-after authorized to be made, and the same Powers, Authorities, and Directions shall be applicable to the said Extension and Variation from *Chorley* to *Euxton* aforesaid, when made, as under the said *Bolton* and *Preston* Railway Act are applicable to the Railway and other Works thereby authorized to be made.

IV. And be it further enacted, That it shall be lawful for the *Bolton* and *Preston* Railway Company and they are hereby empowered to extend the Main Line of the Railway, and to make the Deviations from or Alterations in the Line or Course of the Railway as authorized by their recited Act to be made, and to make, set out, and maintain the Railway, and the several Branches and Works connected therewith, in the Line or Course, and upon, across, and under or over the Lands described as herein-after expressed in the original Plan and Book of Reference, and in the Plans and Books of Reference deposited as herein-after mentioned with the Clerk of the Peace for the County Palatine of *Lancaster* (which latter Plans and Books of Reference are herein-after referred to as the new Plans and Books of Reference); that is to say, one of such Variations and Extensions commencing from or near a certain Field in the Township and Parish of *Chorley* in the said County, numbered (59) on the original Plan and (68) on the new Plan, and passing through the several Parishes, Townships, and Places of *Chorley*, *Leyland*, and *Euxton* in the said County, to and to form a Junction with the Line of the North Union Railway in the Township of *Euxton* in the Parish of *Leyland* aforesaid at or near a Bridge in the same Township, by which the North Union Railway is carried over the Turnpike Road leading from *Wigan* to *Preston* both in the said County, and also a Branch from or Extension of the Line of the *Bolton* and *Preston* Railway, within the several

Power to
make Extensions of the
Railway.

several Parishes, Townships, and Places of *Standish, Blackrod, and Adlington*, all in the said County, commencing in the said Township of *Blackrod* at, in, or near a Field numbered (26) on the original Plan and (18) on the new Plans, passing through and terminating within the same Township at or near the Southerly Side of the Turnpike Road leading from *Blackrod* to *Chorley* near *Grimeford* Toll Gate; and also to make and maintain a Railway, with proper Wharfs, Warehouses, Landing Places, Stations, Tunnels, Bridges, Culverts, Staiths, Shunts, Sidings, and Turnouts, Waiting Places, and other Works and Conveniences adjoining thereto or connected therewith, in, through, over, or upon all the said Parishes and Townships, with such Diversions, Alterations, Amendments, Variations, and Extensions as before mentioned; and the *Bolton and Preston* Railway Company are hereby required to abandon such Parts of the original Line of their Railway as lie between *Harper's Lane* in *Chorley* aforesaid and *Fishergate* in *Preston* aforesaid (except only as regards such Part (if any) of the said original Line as may be made available for constructing the Extensions and Variations hereby authorized to be made) from *Chorley* to *Euxton* aforesaid.

For Protection of G. J. Wainwright, Esq.

No Deviation to be made in certain Lands in Euxton, unless Embankment raised.

Plans, &c. to remain in the Custody of the Clerks of the Peace.

V. And be it further enacted, That the said Railway hereby authorized from or near a certain Field in the Township and Parish of *Chorley* to the North Union Railway in the Township of *Euxton* in the Parish of *Leyland* shall not (so far as regards any Property of *George Johnson Wainwright* Esquire, or in which he is interested,) be made in the Line laid down upon the Plans deposited as aforesaid; but in lieu thereof the said Railway shall, from the Field numbered 48 in *Euxton* aforesaid upon the said Plans so deposited as aforesaid, be kept parallel and close to the Highway called *Euxton Lane*, and so shall be carried in a Westerly Direction clear and to the South-west of the Field numbered 35 in *Euxton* aforesaid, and so on to the said North Union Railway: Provided always, that no Deviation shall be made to the Westward between certain Fields marked on the Plan No. 48 and No. 35 in the Township of *Euxton* unless the said Railway Company shall in constructing the said Railway raise and for ever afterwards maintain an Embankment or Mound between the said Railway and the high Road from *Euxton* to *Chorley*, such Embankment to extend from the Occupation Road No. 49 to Field No. 20, also marked on the said Plan in *Euxton* aforesaid, and to be of the Height of Eight Feet at the least above the Level of the Rails.

VI. And whereas Maps or Plans (being the new Plans hereinbefore mentioned) and Sections, describing the Line and Levels of the intended Extensions, Deviations, or Alterations in the said Railway, and the Lands in and through which the same respectively and the Works connected therewith are intended to be carried or made, together with Books of Reference thereto (being the new Books of Reference hereinbefore mentioned), containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of such Lands, have been deposited in the Office of the Clerk of the Peace for the County Palatine of *Lancaster*; be it therefore enacted, That the same Maps or Plans and Sections, (being those

approved of by Parliament,) and the same Books of Reference respectively so deposited as last aforesaid, shall remain with and be kept by the said Clerk of the Peace; and all Persons interested in any Manner in such Lands shall at all seasonable Times have Liberty to inspect and to make Extracts from or Copies of the said Maps or Plans, Sections, and Books of Reference respectively, paying to the said Clerk of the Peace the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom; and the said Maps or Plans, Sections, and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter in question, such Copies being certified by the said Clerk of the Peace, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

VII. Provided always, and be it further enacted, That it shall be lawful for the *Bolton and Preston* Railway Company to make the said Extensions, Deviations, or Alterations in the Line or Course and upon, across, under, or over the Lands delineated on the said Maps or Plans subject as herein-after mentioned, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners, Lessees, or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the said Books of Reference or in the Schedule to this Act annexed, if it shall appear to any Two or more Justices of the Peace acting in and for the County of *Lancaster* (in case of any Dispute about the same), and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of such Justices shall be deposited with and be kept by the said Clerk of the Peace, and shall be sufficient for all the Purposes of this Act, and thenceforth no Person shall be at liberty to take advantage of any such Omission, Mis-statement, or Error in Description.

Unintentional Errors in Plans, &c. not to prevent Execution of this Act.

VIII. Provided also, and be it further enacted, That nothing herein contained shall authorize the *Bolton and Preston* Railway Company, or any Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-seven, or any Ground which was then set apart and used as a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any Ground then inclosed and planted as an Ornament or Shelter to a House or as a Nursery for Trees, other than such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owners, Lessees, and Occupiers thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake or Inadvertence, and unless it shall be so certified in manner herein-before provided for in case of unintentional Errors in the said Books of Reference.

Houses and Gardens not to be used unless specified in the Schedule.

IX. And be it further enacted, That the said *Bolton and Preston* Railway Company, in making the Extensions, Deviations, or Alterations, and other Works by this Act authorized, shall have full Power

Limiting Deviations from Plans.

[*Local.*]

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to

to deviate from the Line or Lines of the said Railway and other Works delineated on the said new Plans, with such Deviation in the Levels shown by the Section as may be necessary in consequence thereof: Provided always, that no such Deviation shall extend to a greater Distance from the Line or Lines of the said Railway so delineated on the said Plans than Ten Yards in any Town, or than One hundred Yards in any other Place, nor shall any such Deviation extend into the Lands of any Person whose Name is not mentioned in the said Book of Reference, unless the Name of such Person shall have been omitted by Mistake or Inadvertence, and unless the Fact that such Omission proceeded from Mistake or Inadvertence shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Books of Reference: Provided also, that nothing in this Act contained shall enable the said Company to deviate from the Line or Lines laid down on the said new Plans aforesaid after the Expiration of Two Years from the passing of this Act without the Consent of the Owners and Occupiers of the Lands into which such deviated Line would extend.

Power to
alter Levels.

X. And whereas in and by the recited Act the said Company is restricted from deviating from the Levels of the Railway as marked on the Section thereof to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, or Occupiers of the Land through which such Deviation is intended to be made, or the Trustees or Commissioners of any Street or public Carriageway to be affected by such Deviation: And whereas in making the said Extensions, Deviations, or Alterations of the Railway by the recited Act authorized to be made it will be necessary to alter the Levels of the Railway to a greater Extent than by the recited Act is authorized, and it is expedient that such Provision should be altered and amended; be it therefore enacted, That it shall be lawful for the said Company, in making the said Extensions, Deviations, and Alterations, and other Works, and they shall have Power, to make such Deviations in the Levels of the Railway within the several Parishes, Townships, or Places of *Chorley*, *Standish*, and *Heath Charnock*, all in the said County, as may be necessary for making and completing the same according to the Sections thereof so lodged with the Clerk of the Peace as herein-before mentioned.

Limiting
Deviations
from Datum
Line de-
scribed on
the Section,
&c.

XI. Provided always, and be it further enacted, That in making the said Extensions, Deviations, or Alterations it shall not be lawful for the said Company to deviate from the Levels of the Railway as referred to the common Datum Line described on the Sections so approved of by Parliament, and as marked on the same, to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made; or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners, or if there be no such Trustees or Commissioners, without the Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose,

pose, and acting for the District in which such Street or public Carriage Road may be situate, or without the Consent of the Commissioners for any public Sewers, or of the Proprietors of any Canal or Navigation affected by such Deviation; and that no Increase in the Inclination or Gradients of the said Extensions, Deviations, or Alterations of the Railway, as denoted by the said Sections, shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile; and where in any Place it is intended to carry the Railway on an Arch or Arches, as marked on the said Plans or Sections, the same shall be made accordingly; and where a Tunnel is marked on the said Plans or Sections as intended to be made at any Place, the same shall be made accordingly, unless the Owners, Lessees, and Occupiers of the Land in or through which such Tunnel is intended to be made shall consent that the same shall not be so made: Provided nevertheless, that it shall be lawful for the said Company, with such Consent as aforesaid, and not otherwise, to make a Tunnel, or an Arch or Arches as aforesaid, not marked on the said Plans or Sections, so that no such Tunnel shall be of a greater Length than Two hundred Yards, and that no Two Tunnels be at a less Distance from each other than One hundred Yards, measured on the Line of the Railway: Provided always, that Notice of every Petty Sessions to be holden for the Purpose of obtaining such Consent as aforesaid shall, within Fourteen Days previous to the holding of such Petty Sessions, be given in some Newspaper circulating in the said County of *Lancaster*, and also be affixed upon the Door of the Church of the Parish in which such Deviation or Alteration is intended to be made, or if there be no Church, upon some other Place on which Notices are usually affixed: Provided also, that for the Purpose of consenting to any such Deviation from the said Sections, and to any tunnelling or arching as aforesaid, the Word "Owners" shall be deemed and taken to mean such Persons as are herein or by the recited Act capacitated to agree for the Sale of and to convey Land for the making of the said Railway; and the Consent of such Persons, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for such Purposes.

XII. And be it further enacted, That it shall not be lawful to diminish the Radius of any Curve from what it is shown to be on the Plans deposited with the Clerk of the Peace, unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter of a Mile, unless where it exceeds Two Miles, or by more than Half a Mile, unless where it exceeds Three Miles, on the said Plans.

Restricting
Alterations
in Curves.

XIII. And whereas by the recited Act it is enacted, that in all Cases where in exercise of the Powers thereby granted any Part of any Carriage or Horse Road, Railway, or Tramroad, either public or private, shall be found necessary to be gone across, cut through, raised, sunk, taken, or injured in manner therein mentioned, the said Company shall, at their own Expence, before any such Road shall be so gone across, cut through, raised, sunk, taken, or injured as aforesaid,

Where the
Road cut
through is a
Turnpike or
Carriage
Road, a sub-
stituted Road
to be made
and kept in
said, repair.

said, cause a good and sufficient Road (as the Case may require) to be set out and made instead of such Road so gone across, cut through, raised, sunk, taken, or injured; and such new Road is thereby directed to be made as convenient for Passengers and Carriages as the said Road so to be gone across, cut through, raised, sunk, taken, or injured as aforesaid, or as nearly so as may be; and the said Company are thereby required to cause such new Road to be put in good and substantial Order and Condition where the former Road cannot be more easily restored; be it enacted, That where the Road so gone across, cut through, raised, sunk, or passed over shall be a Turnpike Road or public Carriage Road the substituted Road, if temporary, shall be so made and the principal Road restored within Six Calendar Months after the Commencement of such Operation, and the Railway, when it shall cross such Turnpike Road or public Carriage Road, shall be made and kept in repair so as to prevent Inconvenience or Obstruction to the Passage along such Turnpike Road or public Carriage Road; and in case the said Company shall not in manner aforesaid cause a good and sufficient Road to be set out and made before any such Road shall be so injured or prejudiced as aforesaid, or in case any Turnpike Road or public Carriage Road shall not be restored within Six Calendar Months after the Commencement of the Operation herein-before mentioned, then and in either of such Cases the said Company shall forfeit and pay for each and every Day during which such good and sufficient Road shall be neglected to be made as herein-before directed, or during which such Turnpike Road or public Carriage Road shall not be restored after the Expiration of the said Six Calendar Months, the Sum of Twenty Pounds, which Penalty shall be recoverable from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by the recited Act or this Act, on the Complaint of the Trustees of the Turnpike Road or any Three of them, in case such Road shall be a Turnpike Road, or on the Complaint of the Surveyors of the said public Carriage Road, or other Persons in whom the Management of such Road shall be vested, in case such Carriage Road shall be a Highway only, and shall be applied in the Restoration or Maintenance of such Turnpike or public Carriage Road, as the Case may be.

Repeal of
Clause in
recited Act
giving Power
to enter
Lands, &c.
on Payment
or Tender of
Purchase
Money.

XIV. And whereas by the recited Act it is enacted, that upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury in manner therein mentioned, for the Purchase of any Lands, Rents, or other Charge, or as a Satisfaction, Recompence, or Compensation for any Loss or Injury as therein mentioned, to the Persons respectively interested in such Lands, and entitled to receive such Money, Satisfaction, Recompence, or Compensation respectively, within Three Calendar Months after the same shall have been so agreed upon or awarded; or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands to the Satisfaction of the said Company; or if any Party entitled unto or to convey such Land shall not be known, or shall be absent from *England*, or shall

refuse, neglect, or be unable to convey the same, then upon Payment of such Money into the Bank of *England* as therein-before directed to the Credit of the Parties interested in such Lands; or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, or such Compensation or Satisfaction as aforesaid, which any Corporation, Trustee, or Person under Disability is thereby capacitated to convey, upon Payment of such Money into the Bank of *England*, as therein-before is directed, to an Account *ex parte* "The Bolton and Preston Railway Company," then and in every of such Cases it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all the Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of the said Act, as fully and effectually as if the same had been duly conveyed, and the said Company shall not be bound to see to the Application of any such Purchase Money, Compensation, and Satisfaction: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, sink, dig, or cut into or enter upon such Lands for any of the Purposes of the said Act, save for the Purpose of ascertaining and setting out the same for the Purposes of the said Act, without the previous Consent of the Owners and Occupiers thereof respectively: Provided always, that it shall not be lawful for the said Company to make such Entry after Demand made of such Purchase Money or Compensation by the Party or Parties entitled thereto, and Default made by the said Company in Payment thereof for the Space of Twenty-one Days after such Demand, unless such Payment shall be delayed by the Acts, Neglect, or Default of the Party or Parties entitled thereto: And whereas it is expedient that the said recited Provisions should be repealed, and other Provisions enacted in lieu thereof; be it therefore enacted, That the same shall be and the same are accordingly hereby repealed.

XV. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury in manner in the recited Act mentioned, for the Purchase of any Lands, Rent or other Charge, for the Purposes of the said Undertaking, to the respective Proprietors of such Lands or other Persons respectively interested therein and entitled to receive such Money; or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse or be unable from any Cause whatever to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands to the Satisfaction of the said Company; or if any Party entitled unto or to convey such Lands shall not be known, or shall die after such Agreement or Award, or shall be absent from *England*, or shall refuse, neglect, or be unable from any Cause to convey the same, then upon Payment of such Money into the Bank of *England*, as in the recited Act directed, to the Credit of the Parties interested in such Lands; or in

Power to enter Lands, &c. on Payment or Tender of Purchase Money.

case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, Rent or other Charge, which any Corporation, Trustee, or Person under Disability is by the recited Act capacitated to convey, upon Payment of such Money into the Bank of *England*, as in the recited Act is directed, to an Account *ex parte* "The Bolton and Preston Railway Company;" then and in every such Case it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon all the Estate, Use, Trust, and Interest of all Parties in respect of whose Rights or Interests such Purchase Money shall have been paid shall thenceforth be vested in and become the sole Property of the said Company, to and for the Purposes of the recited Act and this Act; and such Payment or Tender and Conveyance, and such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower and Courtesy, and all Estates Tail, and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever, of and in the said Lands purchased or paid for by means of such Payment, Tender, or Deposit: Provided always, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this or the recited Act, except as hereafter mentioned, without the previous Consent of the Owners and Occupiers thereof respectively: Provided nevertheless, that the said Company shall be at liberty to enter upon the said Lands for the Purpose of setting out the Line of the said Railway, and ascertaining the precise Direction thereof, and the Quantity and Extent of Land requisite to be taken for the Purpose of the same, but without boring upon, digging, or excavating the said Lands further than may be absolutely necessary for ascertaining the Nature of the Soil thereof, with the Consent of the Occupiers thereof, or without their Consent; but in such latter Event then at such reasonable Times and under such Regulations and Restrictions only as shall be authorized and imposed by any Justice of the Peace acting for the District within which such Lands or any Part thereof may be situate, upon Notice to be given to the respective Occupiers of the said Lands, or left at their last known or usual Place of Abode: Provided also, that the said Company shall pay full Compensation for any Damage they may do in setting out and ascertaining the said Line and the Nature of the Soil thereof, whether by the Destruction of Timber, Boring, Excavation, or otherwise; such Compensation, in case of Dispute about the same, to be settled by any Two Justices of the Peace for the District where the said Lands may be.

A Special Jury to be summoned for assessing the Value and Compensation for Property taken, if required by either Party.

XVI. And whereas it is expedient in all Cases where by the recited Act a Jury is directed or authorized to be summoned for the Purpose of inquiring and assessing the Value and Compensation to be paid in respect of the taking of Lands for the Purposes of the said Railway that either of the Parties interested in such Inquiry should be authorized, if they think fit, to cause a Special Jury to be summoned for the Purposes aforesaid, and also that the Notice required by the recited Act to be given of the Time and Place of holding such Inquiry should

should be extended ; be it therefore enacted, That it shall be lawful for the said Company, or for any Person interested in any Inquiry to be had before a Jury as by the recited Act mentioned, to require the Sheriff, Coroner, or other Person by whom such Jury is to be summoned to summon, impanel, and return the same out of the Special Jury List of the County in which the Inquiry is to be held ; and such Sheriff, Coroner, or other Person is hereby required to summon, impanel, and return such Jury out of the List of Persons qualified to serve as Special Jurors for the said County accordingly ; and all the Powers, Provisions, Regulations, Directions, and Penalties in the recited Act contained with regard to Juries and Jurymen, and to the Proceedings before them, and to the Verdicts to be had thereon, shall be applicable and be in force with regard to the said Special Jury and Jurymen so to be summoned, impanelled, and returned as aforesaid, and to the Inquiry to be had before them, and to their Verdict thereupon : Provided always, that if a sufficient Number of Special Jurymen shall not attend on the Day appointed for such Inquiry as aforesaid, or shall not remain after the respective Parties to the said Inquiry shall have exercised their Right of Challenge as by the recited Act provided, then and in such Case it shall be lawful for the said Sheriff, Coroner, or other Person presiding at such Inquiry, on the Prayer of either of the Parties interested therein, to add to the List of the said Special Jury the Names of any By-standers qualified to act as Jurymen for the County in which the Inquiry is held ; and all Persons shall have their lawful Challenges against such Persons ; and the said Sheriff, Coroner, or other Person as aforesaid shall and may proceed in the said Inquiry with the Persons whose Names were originally inserted in such List of Special Jurors, together with the Persons added as aforesaid, in the same Manner as he might have done if all the Persons whose Names were inserted in the said original List had appeared to try the Matters referred to them : Provided also, that, notwithstanding any thing in the recited Act contained to the contrary, not less than Fourteen Days Notice in Writing of the Time and Place at which any Jury are required to be returned shall be given by the said Company to the Party with whom any Controversy to be determined by such Jury shall arise : Provided also, that the said Company or any Person requiring a Special Jury to be summoned as aforesaid shall notify their or his Desire to that Effect to the Sheriff, Coroner, or other Person by whom such Special Jury is to be summoned, at least Seven Days before the Day appointed for holding the said Inquiry.

XVII. And be it further enacted, That so much of the recited Act as prohibits the said *Bolton* and *Preston* Railway Company from purchasing any Lands or proceeding in the Formation of any Part of the said Railway thereby authorized to be made, or of any of the Works connected therewith, lying between *Harper's Lane* in *Chorley* aforesaid and *Preston* aforesaid, until the Expiration of Three Years from the passing of the recited Act, shall be and the same is hereby repealed so far only as to enable the said *Bolton* and *Preston* Railway Company to carry into effect the Extension and Variation hereby authorized to be made from *Chorley* to *Euxton*, but not further or otherwise.

Clause prohibiting the making of the Railway North of Chorley for Three Years repealed.

XVIII. And

Repeal of
Clause in
recited Act
relating to
the Road
over the
Stump
Estate.

XVIII. And whereas by the recited Act it is enacted, that for the Purpose of carrying the said Railway over and across a certain Foot and Carriage Road belonging to an Estate called the *Stump*, situate in the Township of *Chorley* in the said County, the said Company shall not sink or vary the Surface of such Road; and that the said Company shall at their own Expence erect and for ever thereafter maintain in repair and continue a good, firm, and substantial Bridge of Brick, Iron, or Stone over the said Road, the Opening or Span of the Arch of such Bridge not to be less than Twenty Feet in Width, and the Underside of the Opening or Span of the said Bridge at the Centre or Keystone of the Arch not to be less than Fifteen Feet in Height above the Surface of the said Road, and the Breast Walls of the said Bridge to be built perpendicularly from the Foundations to the Height of Ten Feet at the least from the Surface of the Road under such Bridge: And whereas the Levels of the said Railway will be materially changed, and as the said recited Provision will therefore become inapplicable, it is expedient that the same should be repealed; be it therefore enacted, That so much of the said recited Act as prohibits the said Company from sinking or varying the said Foot and Carriage Road to the said Estate called the *Stump*, and as compels the said Company to make a Bridge across the said Road, shall be and the same is hereby repealed.

Company to
carry the
Road to the
Stump Estate
over the Rail-
way by a
Bridge.

XIX. And be it further enacted, That where the said Railway shall cross the said Foot and Carriage Road belonging to the said Estate in the said Township of *Chorley* called the *Stump* the said *Bolton* and *Preston* Railway Company shall make and construct and at all Times thereafter keep in repair at their own Expence a good, substantial, and sufficient Bridge, for the Purpose of carrying the said Road over the said Railway, with good and sufficient Battlements, and of such Inclination and Dimensions as by the recited Act prescribed with regard to other Bridges for carrying public Carriage Roads over the said Railway; and the said Company shall also at the like Expence make and construct proper Wing Walls and other Walls for supporting the Embankments of the said Railway on each Side of and leading to the said Bridge.

Land to be
purchased
within Three
Years.

XX. Provided always, and be it further enacted, That if the *Bolton* and *Preston* Railway Company shall not within the Space of Three Years, to be computed from the passing of this Act, agree for and cause to be paid for, as in the recited Act is mentioned, the Lands, Houses, Buildings, and other Premises which they are by this Act empowered to purchase, (or so much thereof as shall by them be deemed necessary or proper for the Purposes of this Act,) then and from thenceforth all the Powers which are hereby granted to them for such Purpose only shall cease and be utterly void, save and except with the Consent of the Owners and Occupiers thereof respectively.

Bolton and
Preston Rail-
way Com-
pany to use
the North
Union Rail-

XXI. And be it further enacted, That when and so soon as the said Junction between the *Bolton* and *Preston* Railway and the North Union Railway at *Euxton* aforesaid shall have been effected it shall be lawful for the *Bolton* and *Preston* Railway Company, and all other
Persons

Persons or Companies who shall use the said *Bolton and Preston* Railway with Engines and Carriages conveying either Passengers, or any Goods, Wares, Merchandize, Articles, or Things authorized by the recited Act to be carried upon and along the said last-mentioned Railway, to pass from the said *Bolton and Preston* Railway with the same Engines and Carriages, or any of them, and their respective Loads or any Part thereof, provided such Engines and Carriages and their respective Loads shall have first *bond fide* passed along the *Bolton and Preston* Railway from any of the usual and accustomed Stations or Stopping Places thereon, but not otherwise, and to enter upon and pass along and have a free Passage over and along such Part of the North Union Railway as shall lie on the Northern Side of the said Point of Junction of the said Two Railways, and to put down at any of the usual Stations or Stopping Places for Goods or Passengers on such Portion of the North Union Railway as last aforesaid, and which shall at any Time or Times hereafter be for the Time being used for the same Purposes, any of such Passengers or Goods, and of such Passengers or Goods only as shall have been *bond fide* conveyed upon and along the *Bolton and Preston* Railway from any of the usual Stations or Stopping Places for Passengers or Goods thereon; and also in like Manner, with such Engines and Carriages and their respective Loads only as shall afterwards *bond fide* pass from such Portion of the North Union Railway as last aforesaid to and upon and along the *Bolton and Preston* Railway to some of the usual Stations or Stopping Places for Goods or Passengers thereon, to pass along and have a free Passage over the same last-mentioned Portion of the said North Union Railway from *Preston* to the said Point of Junction at *Euxton*, and pass therefrom into and pass along the said *Bolton and Preston* Railway, and also to take up at any of such usual Stations or Stopping Places for Goods or Passengers on such Portion of the North Union Railway as last aforesaid any of such Passengers or Goods, and of such Passengers or Goods only as shall *bond fide* be intended to be and shall actually and *bond fide* be conveyed upon and along the said *Bolton and Preston* Railway to any of the usual Stations or Stopping Places for Passengers or Goods thereon, upon Payment nevertheless to the said North Union Railway Company (in respect of such free Passage as aforesaid) of the respective Tolls, Rates, Duties, and Sums made payable to them under their said Act of the Fourth Year of the Reign of King *William* the Fourth, or which they are thereby authorized and empowered to charge, demand, receive, or recover for or in respect of Passengers, Beasts, Cattle, and Animals, Articles, Matters, and Things, or any of them, which shall be carried or conveyed upon or along their said Railway or any Part thereof, except the Pontage Toll herein-after mentioned; and in respect of such Passengers, Beasts, Cattle, Animals, Articles, Matters, and Things as the said *Bolton and Preston* Railway Company, or any other Person or Company using the said *Bolton and Preston* Railway, are hereby empowered to put down and take up as aforesaid, which shall be carried or conveyed on such Portion of the said North Union Railway as last aforesaid for a less Distance than Four Miles upon Payment to the said North Union Railway Company of the aforesaid respective Rates, Tolls, Duties, and Sums of Money for the full Distance of Four Miles, and subject to all and every the Rules, Orders,

Orders, Bye Laws, and Regulations made or to be made by the said North Union Railway Company by virtue of their said Act; and all which Tolls, Rates, Duties, and Sums of Money, except as aforesaid, the said last-mentioned Company is hereby authorized and empowered to charge, demand, receive, and recover from the said *Bolton* and *Preston* Railway Company: Provided always, that notwithstanding any thing contained herein, or in any Act relating to the said North Union Railway Company to the contrary, neither the said *Bolton* and *Preston* Railway Company, nor any other Person or Company using such Part of the said North Union Railway and in such Manner as they are herein-before authorized to use, shall be liable to pay any Part of the Pontages, Rates, Tolls, or Duties which the said North Union Railway Company, under the One hundred and sixty-eighth Section of their said recited Act passed in the Fourth Year of the Reign of His late Majesty King *William* the Fourth, are empowered to demand, in addition to the Rates, Tolls, and Duties therein-before and herein-before mentioned, in consideration of the Expence incurred by them in erecting, building, and repairing a Bridge across the River *Ribble*, so as to form a Communication between the Townships of *Penwortham* and *Preston*: Provided also, that in case the said North Union Railway Company shall not provide or shall cease to use at least Two such Stations or Stopping Places as aforesaid upon the said Portion of their Railway, then and in such Case, and so often as the same shall happen, but not otherwise, it shall be lawful for the said *Bolton* and *Preston* Railway Company to take up and put down Passengers and Goods at any convenient Places, not being more than Four in Number, on the said Portion of the North Union Railway, in the same Manner as they are herein-before authorized to take up and put down the same at such usual Stations or Stopping Places as aforesaid.

The Traffic
to and from
the Bolton
and Preston
Railway
only to be
exempt from
Pontage
Tolls.

XXII. Provided always, and it is hereby further enacted, That nothing herein contained shall extend, or be deemed or construed to extend, to exempt or exonerate the said *Bolton* and *Preston* Railway Company, or any other Company or Person, from the Payment of the Pontages, or additional Rates, Tolls, or Duties provided by the One hundred and sixty-eighth Section of the said recited Act passed in the Fourth Year of the Reign of His late Majesty King *William* the Fourth, save and except in respect of such Engines and Carriages, and their respective Loads, as shall use such Part only of the said North Union Railway between the aforesaid Point of Junction and *Preston*, and take up and set down thereupon, and have previously *bonâ fide* passed, or shall afterwards *bonâ fide* pass upon and along the said *Bolton* and *Preston* Railway in such Manner as herein-before in that Behalf mentioned; and that as regards all other Coaches, Chariots, Chaises, Cars, Landaus, Gigs, Waggon, Carts, and other Carriages, and all other Passengers, Cattle, Goods, Wares, Merchandise, and other Articles, Matters, and Things which shall pass over or along the said Bridge, and the Embankment approaching thereto, the Power of the North Union Railway Company to ask, demand, take, recover, and receive the said several and respective Pontages, or additional Rates, Tolls, and Duties, mentioned in the said One hundred and sixty-eighth Section of their said Act is hereby saved and reserved.

XXIII. Pro-

XXIII. Provided always, and it is hereby further enacted, That in case the said *Bolton* and *Preston* Railway Company, or any other Person or Company under colour of the Power herein-before given, authorizing them or him to use the said Part of the North Union Railway situate on the North of the said Point of Junction at *Euxton* aforesaid, or otherwise howsoever, shall, without the Sanction of the said North Union Railway Company, take up any Passenger, or any Goods, Wares, Merchandize, or Thing whatsoever, upon any Part of the said North Union Railway, and shall also set down the same Passenger, or the same Goods, Merchandizes, and Things, or any Part thereof, upon the same Journey on the said North Union Railway, or any Part thereof, or shall otherwise take up or set down, or carry or convey along the said North Union Railway any Passenger or Goods contrary to the Provisions herein-before in that Behalf respectively contained, then and in every such Case the *Bolton* and *Preston* Railway Company, or other the Person or Company so acting, shall pay to the said North Union Railway Company the aforesaid Pontages, or additional Tolls, Rates, and Duties; and shall also, in addition thereto, forfeit and pay to the said North Union Railway Company the Sum of Five Pounds for every Passenger, and the Sum of Three Pounds for every Ton of Goods, and the like Sum for every Parcel of Goods of less than One Ton and more than Five Hundred Weight, and the Sum of Forty Shillings for every Parcel not exceeding Five Hundred Pounds Weight which shall be taken up or set down, or carried or conveyed respectively, contrary to the Provisions herein-before in that Behalf respectively contained, to be recovered in like Manner as any other Penalties may be recovered under the Acts relating to the said North Union Railway, or any of them, or by Action or Suit in any Court of Law or Equity, with full Costs of Suit: Provided always, that nothing herein contained shall extend to prevent the said *Bolton* and *Preston* Railway Company, and all other Persons who, under the Provisions of the North Union Railway Act, shall, with Engines and Carriages, *bonâ fide* convey Passengers and Goods over and along the Portion of the said North Union Railway lying South of *Euxton* aforesaid, or any Part thereof, and shall continue their Course along the said North Union Railway North of *Euxton*, from using and enjoying the Portion of the said last-mentioned Railway North of *Euxton* in the Manner and subject to the Payment of all the Tolls, Rates, and Duties, including the Pontages or additional Rates, Tolls, and Duties provided by the Acts relating to the said North Union Railway or any of them, but without being subject to any of such last-mentioned Penalties in respect of the Conveyance of Passengers or Goods carried by Engines or Carriages passing *bonâ fide* along the said North Union Railway South as well as North of the said Point of Junction.

For preventing a fraudulent use of the North Union Railway between Euxton and Preston.

XXIV. Provided also, and be it further enacted, That nothing herein contained shall in any Manner authorize or empower, or be construed to authorize or empower, the *Bolton* and *Preston* Railway Company, or any Person or Company using their Railway, to put or place any Engines or Waggon, or lay, place, or deposit any Goods, Wares, Merchandize, Matters, or Things whatsoever, or in any other Manner to use all or any Station Houses, Warehouses, Wharfs,

Prohibiting the Use of the North Union Railway Company's Warehouses, &c.

Wharfs, Piers, Sheds, or Sidings at Stations of or belonging to the North Union Railway Company (except Sidings or intermediate Stations between *Preston* and the Point of Junction, which the *Bolton* and *Preston* Railway Company are to have the same Power of using as others using the said North Union Railway shall for the Time being have), without the Consent in Writing of the said North Union Railway Company under their Common Seal.

Power for the Bolton and Preston Railway Company to receive Tolls for the Portion of the North Union Line over which they pass.

XXV. And be it further enacted, That it shall be lawful for the *Bolton* and *Preston* Railway Company to ask, demand, sue for, levy, recover, and receive, for and in respect of all Carriages, Waggon, Engines, and Passengers, and their Luggage, Beasts, Cattle, Goods, Wares, or Merchandize, Matters, and Things, which shall pass to, from, over, or along the Railway by the recited Act and this Act, or either of them, authorized to be made, or any Part thereof respectively, and shall enter upon or pass along or from the said Portion of the North Union Railway between the said Point of Junction at *Euxton* aforesaid and *Preston*, and in respect of which the said *Bolton* and *Preston* Railway Company shall have paid, or shall under the Provisions of this Act be liable to pay, to the North Union Railway Company, the Tolls, Rates, Duties, and Sums of Money herein-before mentioned and provided to be paid, such and the like Tolls, Rates and Duties, as the *Bolton* and *Preston* Railway Company are authorized to take by the recited Act, and would have been entitled to take if the said Portion of the North Union Railway had been a Part of the Railway by the recited Act authorized to be made.

Account of Lading of Carriages to be given to the North Union Railway Company.

XXVI. And be it further enacted, That the *Bolton* and *Preston* Railway Company, and every other Person or Company using their Line, or the respective Owners or Persons having the Care of Carriages passing under the Powers of this Act over or upon the North Union Railway between the Point of Junction at *Euxton* aforesaid and the Termination thereof at *Preston* aforesaid, or any Part thereof, shall once at least on such Journey or Trip, in whatever Direction the same may be made, give and deliver an exact and true Account in Writing signed by them, to the North Union Railway Company, or to the Collectors of their Rates or Tolls, or other Servants or Agents of the North Union Railway Company, at the Places where the said Collectors or other Servants or Agents shall attend to receive the same; and also produce their Waybill or Bill of Lading, and deliver a Duplicate or true Copy thereof, in which Account and Waybill or Bill of Lading respectively shall be contained the Number of Passengers, Cattle, and Carriages, and the Quantity of Goods and other Things as aforesaid, which shall be in or upon each and every Carriage, Truck, or Waggon so belonging to them or under their Care, and from whence such Carriages, Trucks, and Waggon, and the respective Passengers, Cattle, Articles, Matters, and Things thereon or thereupon respectively, shall have been brought, and where the same respectively are intended to be unloaded or left or taken off the said Railway; and if the Passengers, Cattle, Carriages, Goods, or other Things contained in or upon any such Carriage shall be liable to the Payment of different Rates or Tolls, then the *Bolton* and *Preston* Railway

Railway Company, or such Owners or other Persons, shall specify the respective Numbers and Quantities liable to each or any of the said Rates or Tolls; and in case the said *Bolton* and *Preston* Railway Company, or any such Owner or other Person as aforesaid, shall neglect or refuse so to give and deliver such Account, or to produce their or his Bill of Lading or Waybill, and deliver a Duplicate or true Copy thereof, to the Collector or other Agent or Servant of the North Union Railway Company as aforesaid, or shall give an incorrect or false Account or Waybill or Bill of Lading, or Copy thereof, or shall leave or deliver out or take off any Part of his or their Passengers, Cattle, Goods, or other Lading at any other Place than may be mentioned in such Account, with an Intent to avoid the Payment of any of the said Rates or Tolls, or any Portion thereof, and shall be thereof convicted before any Justice of the Peace acting for the County Palatine of *Lancaster*, the *Bolton* and *Preston* Railway Company, and every Company and Person, so offending, shall for every such Offence, whether committed by themselves or their Agents or Servants, forfeit and pay to the said North Union Railway Company any Sum not exceeding Five Pounds for every Passenger, Head of Cattle, and Carriage, Three Pounds for every Ton of Goods or other Things, and so in proportion for any less Quantity than a Ton of Goods or other Things, and Forty Shillings for every small Parcel not exceeding Five Hundred Pounds Weight, as the Case may be, which shall be in or upon any such Carriage, Truck, or Waggon of which such Account shall be so neglected or refused to be given, or concerning which such Waybill or Bill of Lading shall not be produced and a Copy thereof delivered in manner aforesaid, or of which an incorrect or false Account, or Waybill or Bill of Lading, or Copy of Waybill or Bill of Lading, shall have been given or produced, or which shall be left, delivered out, or taken off with such Intent as aforesaid, as the Case shall happen, over and above the Rate or Toll to which such Goods or Things may be liable; such Penalties to be levied and recovered under the Powers and in the Manner provided in and by the said recited Act of the Fourth Year of the Reign of His late Majesty King *William* the Fourth, or by Action or Suit in any Court of Law or Equity, with full Costs of Suit.

XXVII. And be it further enacted, That for the more effectually enabling the said North Union Railway Company and their Agents and Servants to check and ascertain the true Number and Quantity of Passengers, Cattle, Carriages, Articles, Matters, and Things which the said *Bolton* and *Preston* Railway Company, or any other Company or Person using their Line, shall carry or convey over or along the North Union Railway, or any Part thereof, it shall be lawful for any Collector or any other Agent or Servant of the North Union Railway Company from Time to Time or at any Time or Times to detain any Engine, Carriage, Truck, or Waggon of or belonging to the said *Bolton* and *Preston* Railway Company, or any other Person or Company using their Line, which shall pass or be about to pass over or along the North Union Railway or any Part thereof, either at the Point of Junction or elsewhere on the Line or Works of the said North Union Railway, and then and there with all due Despatch to examine, count, weigh, by means of any Machine of the North

For ascertaining the exact Number and Quantity of Passengers, Goods, &c.

Union Railway Company or any other Machine, measure and gauge, or cause to be examined, counted, weighed, as aforesaid, measured and gauged such Carriages, Trucks, and Waggon, and all such Passengers, Cattle, Carriages, Goods, Articles, and other Things as shall be therein or thereon; and in case the same shall, upon such examining, counting, weighing, measuring, and gauging, appear to be of greater Weight or Quantity or of different Quality than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account, or the *Bolton and Preston* Railway Company, if the Owner, or other the Owners of the said Carriage or Goods, as the Case may be, at the Option of the North Union Railway Company, shall pay the Costs and Charges of such examining, counting, weighing, measuring, and gauging, all of which Costs and Charges, upon Refusal or Neglect of Payment thereof, on Demand, shall and may be recovered and levied by and in such Ways and Manners as the said Rates and Sums are in this Act authorized to be recovered and levied; but if such Passengers, Cattle, Carriages, Goods, Articles, or other Things shall appear to be of the same Quality, and of the same or less Number, Weight, or Quantity, than shall be stated in such Account, then the North Union Railway Company shall pay the Costs, Charges, and Expences of such examining, counting, weighing, measuring, or gauging, and shall also pay to the *Bolton and Preston* Railway Company, or such Owner of or Person having Charge of such Carriage, or to the respective Owners of such Cattle, Carriages, Goods, Articles, or other Things, such Damage as shall appear to any Justice of the Peace for the County Palatine of *Lancaster*, on the Oath or Affirmation (as the Case may require) of any credible Witness, to have arisen from or by such Detention; and in default of immediate Payment thereof by the North Union Railway Company the same may be recovered by Distress and Sale of the Goods of the same Company, by Warrant under the Hand and Seal of such Justice, rendering the Overplus, if any, upon Demand, after deducting the Costs of such Distress and Sale, to the said Company; but in case it shall at any Time be made to appear to such Justice, upon the Complaint of the North Union Railway Company, and upon the like Oath or Affirmation, that such Detention, and examining, counting, weighing, measuring, and gauging, was without reasonable Ground or Belief, or that it was vexatious on the Part of such Collector or other Officer as aforesaid, then such Collector or other Officer as aforesaid shall himself repay to the North Union Railway Company such Costs, Damages, and Expences as they shall have paid or shall be liable to pay as aforesaid; and in default of immediate Payment thereof by such Collector, or other Agent or Servant as aforesaid, the same may be recovered by Distress and Sale of the Goods of the said Collector, or other Agent or Servant as aforesaid, by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any), upon Demand, after deducting the Costs of such Distress and Sale, to the said Collector or other Agent or Servant as aforesaid.

Declaring
what shall
be deemed a
Ton Weight.

XXVIII. And for better ascertaining the Weight of Goods and other Things to be charged by the North Union Railway Company with the Payment of Tonnage Rates or Tolls as aforesaid, be it further

further enacted, That as respects all Goods and other Things, except Stone and Timber, One hundred and twelve Pounds Weight shall be deemed One Hundred Weight, and Twenty such Hundred Weight shall be deemed One Ton ; and as respects Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Beech, and Ash, and Fifty Cubic Feet of all other Timber shall be deemed One Ton Weight, and so in proportion for any smaller Quantity, any Usage to the contrary notwithstanding.

XXIX. And be it further enacted, That the Rates, Tolls, Duties, and Sums by this Act authorized and made payable, or mentioned or provided to be paid, to the North Union Railway Company for the Use of so much of the said North Union Railway as lies between the Terminus thereof at *Preston* and the said Point of Junction at *Euxton*, in respect of Passengers, Beasts, Cattle, Animals, Articles, Matters, and Things by this Act authorized to be carried or conveyed thereupon by the *Bolton* and *Preston* Railway Company, or any other Person or Company using the Railway, shall be paid to such Person or Persons, at such Place or Places upon or near the said Railway, and in such Manner and under such Regulations as the North Union Railway Company shall from Time to Time, by Notice to be affixed in or upon their Station House in *Preston* aforesaid, direct or appoint ; and in case of Refusal or Neglect, on Demand made from the *Bolton* and *Preston* Railway Company or their Agents or Servants, or the respective Owners or Persons having the Care of any Carriages, Waggon, or Engines, or any of them, to pay such Rates, Tolls, Duties, or Sums as may have accrued due, unto the Person or Persons appointed to receive the same or any Part thereof, the North Union Railway Company may sue for and recover the same from the *Bolton* and *Preston* Railway Company by Action or Suit in any Court of Law or Equity, with full Costs of Suit ; or the Person or Persons to whom such Rates, Tolls, Duties, or Sums ought to have been paid may and he and they is and are hereby empowered, either then or at any Time or Times thereafter, to seize the Goods, Articles, and Things for or in respect whereof such Rates, Tolls, Duties, or Sums ought to be or to have been paid, or any Part thereof, and the Carriages laden therewith, or any other Goods, Articles, or Things the Property of or belonging to the Company or Person liable to pay such Rates, Tolls, Duties, or Sums, and detain the same until Payment of all such Rates, Tolls, Duties, or Sums shall be made, together with reasonable Charges for such Seizure and Detention ; and if such Goods, Articles, and Things shall not be redeemed within Thirty Days next after the taking thereof, the same shall be appraised and sold, and such Rates, Tolls, and Charges, together with all other reasonable and proper Charges attending such Sale and Disposition satisfied thereout ; and the Person or Persons making such Seizure, Detention, and Sale, or the said North Union Railway Company, shall not be accountable for any Accident, Loss, Injury, or Damage, except wilful Damage, which may accrue to the same Carriages, Goods, Articles, or Things in consequence of such Seizure, Detention, or Sale.

XXX. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates, Tolls, or Duties due to the said North Union Railway Company, For settling Disputes as to Amount

of Rates
payable to
the North
Union Rail-
way Com-
pany.

North Union Railway Company, or concerning the Charges occasioned by any Distress to be taken by virtue of this Act, it shall be lawful for the Collector or Person distraining to detain such Distress, or (as the Case may require) the Proceeds of the Sale thereof, until the Amount of the Rates, Tolls, or Duties due, or (as the Case may require) such Rates, Tolls, or Duties, and the Amount of the Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace for the said County Palatine of *Lancaster*, who, upon Application made to him for that Purpose, shall examine the said Matter upon Oath or Affirmation of the Parties or other Witnesses, and determine the Amount of the Rates, Tolls, or Duties due, and also the Amount of the said Charges; and it shall be lawful for such Justice to assess and award such Costs, to be paid by either of the said Parties to the other of them as he shall think reasonable; and in case of Nonpayment thereof, on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same, by Warrant under the Hand and Seal of such Justice.

Land for
Weighing
Machine at
Euxton to be
set out by
Bolton and
Preston
Railway
Company.

XXXI. And be it further enacted, That the said *Bolton* and *Preston* Railway Company shall, before the Junction of their Railway with the said North Union Railway at *Euxton* aforesaid shall be completed, set out a convenient Piece of Land of not less than One hundred Square Yards at or near the said Point of Junction, for the Erection of a Weighing House and Weighing Machine, and of all usual Accommodation for the Persons who may be employed by the North Union Railway Company in weighing the Goods and Carriages which shall pass from the said *Bolton* and *Preston* Railway to the said North Union Railway, or from the North Union Railway to the *Bolton* and *Preston* Railway, subject to the Provisions herein contained, in case such weighing shall be shown to have been unnecessary by the Weight being the same or less than that accounted for by the Owners or Persons intrusted with the Care of the same Carriages and Goods respectively, and shall also, when thereunto required by the said North Union Railway Company, make or leave all necessary Openings in the Flanches of the Rails of the *Bolton* and *Preston* Railway to enable the North Union Railway Company to lay convenient Sidings therefrom to communicate with the said Weighing Machine; and such Piece of Land, when so set out, shall belong to the said North Union Railway Company, free from all Claims and Demands whatsoever of the said *Bolton* and *Preston* Railway Company, for the Purpose of enabling the said North Union Railway Company to erect and build thereon, at their own Expence, such Weighing House and Weighing Machine, and other usual Accommodation as aforesaid; and until the Expiration of Three Calendar Months from the Time when a written Notice shall have been left on the Part of the said *Bolton* and *Preston* Railway Company at the Office of the said North Union Railway Company that such Piece of Land as aforesaid has been set out for the Use of the last-mentioned Company, none of the Traffic of the said *Bolton* and *Preston* Railway shall be permitted to enter upon or pass along any Part of the said North Union Railway, any thing contained to the contrary in anywise notwithstanding.

XXXII And

XXXII. And whereas the said *Bolton* and *Preston* Railway as originally laid out and designed communicated with and terminated at the *Lancaster* Canal in *Preston* aforesaid, but by reason of the Abandonment of that Part of the Line which lies between *Harper's Lane* in *Chorley* aforesaid and *Fishergate* in *Preston* aforesaid their Communication with the *Lancaster* Canal in *Preston* aforesaid will be prevented, save by means of the Branches herein-after mentioned : And whereas, on the Agreement to abandon that Portion of the *Bolton* and *Preston* Railway between *Harper's Lane* and *Fishergate* aforesaid, an Agreement was entered into, bearing Date the Eleventh Day of *July* One thousand eight hundred and thirty-seven, whereby it was amongst other Things agreed, that, inasmuch as the estimated Income of the said *Bolton* and *Preston* Railway included Tolls receivable by the said Company in respect of Traffic of the *Lancaster* Canal Company expected to pass along their Line, there should, if required, be inserted in this Act a Clause directing the said North Union Railway Company to permit Branch Lines of Railway from the said North Union Railway within *Preston* aforesaid to the *Lancaster* Canal within *Preston* aforesaid to be laid down and completed, in order the more conveniently to bring the Canal Traffic upon and from the said North Union Railway, together with all Turnplates and other necessary Apparatus for the Purpose aforesaid ; and that if the said North Union Railway Company should be desirous of using such Lines of Railroad for the Purpose of conveying Goods and Passengers to the said Canal for the Purpose of easy Shipment, then a Clause to that Effect should be inserted in this Act ; but in that Case there should also be a Clause providing that One Half the Expence of making and maintaining such last-mentioned Line of Railway, and Turnplates and other necessary Works last aforesaid, should be paid by the said North Union Railway Company : And whereas by Indenture or Deed of Covenant, bearing Date the Twenty-sixth Day of *March* One thousand eight hundred and thirty-eight, and made between the said *Bolton* and *Preston* Railway Company of the one Part, and the said North Union Railway Company of the other Part, it was agreed that the said North Union Railway Company should, for the Consideration therein mentioned, convey a Plot of Ground and other Hereditaments situate at *Preston* aforesaid to the said *Bolton* and *Preston* Railway Company ; and that such Branch Lines of Railway, with all necessary Works and Conveniences connected therewith, should be made, constructed, and maintained, and used by and at the Expence of the respective Parties, and in such Manner and under and subject to such Regulations as herein-after is enacted and provided : Be it therefore enacted, That, in order to form an easy and convenient access between the North Union Railway in *Preston* aforesaid and the *Lancaster* Canal in *Preston* aforesaid, the said *Bolton* and *Preston* Railway Company shall and they are hereby required, within Two Years, to be computed from the passing of this Act, to form and construct and complete a Communication between the said North Union Railway on the Northerly Side of *Fishergate* and the *Lancaster* Canal in *Preston*, and that such Communication shall consist of Four Branch Lines of Railway of the same Strength and Construction as the Main Line of the North Union Railway, and that the Two

Four Branch Lines of Railway to be made from North Union Railway to join the Lancaster Canal in Preston.

Easternmost of such Branch Lines of Railway shall deviate from the Main Line of the North Union Railway at some convenient Point North of the Northern Face of the Tunnel made or intended to be made for carrying the North Union Railway under *Fishergate* in *Preston* aforesaid, and the Two Westernmost of such Branch Lines of Railway shall deviate from the Main Lines of the North Union Railway at some other convenient Point lying to the North of the aforesaid Point of Deviation of the said Two Easternmost Branch Lines of Railway, and that the Two Westernmost Branch Lines of Railway shall be made and formed upon the Land herein-after provided to be set out within Two Years from the passing of this Act, for the Purpose of Two Branch Lines of Railway by the *Lancaster Canal Navigation Company*.

The Easternmost Branch Lines to be constructed by the Bolton and Preston Railway Company exclusively.

XXXIII. And be it further enacted, That the Two Easternmost of the said Branch Lines of Railway shall be made and constructed and maintained at the sole Costs and Charges of the *Bolton and Preston Railway Company* (save and except the necessary Excavation within the Land on the North Side of *Fishergate* in *Preston* aforesaid, agreed to be sold by the North Union Railway Company, in and by the said Indenture or Deed of Covenant dated the Twenty-sixth Day of *March* One thousand eight hundred and thirty-eight, which is to be made or done by and at the Expence of the North Union Railway Company, their Successors and Assigns), and such Two Easternmost Branch Lines of Railway shall be for the Use and Benefit of the said *Bolton and Preston Railway Company* and the *Lancaster Canal Navigation Company*, their Successors and Assigns, for the Purpose of and in connexion with the Trade of the same Railway and Canal respectively, without Payment of any Tolls or other Compensation by either of the said Companies to the other.

The Two Westernmost Branch Lines to be made and used by the North Union Railway Company and the Bolton and Preston Railway Company jointly.

XXXIV. And be it further enacted, That the Expence of making and constructing the said Two Westernmost Branch Lines of Railway, or so much thereof as shall not respectively exceed Two hundred Yards in Length, in case the same or either of them shall be more than Two hundred Yards long, (except the Expence, Cost, and Charges of purchasing and procuring the Land, which is to be found and procured at the sole Expence, Costs, and Charges of the *Bolton and Preston Railway Company*, and save and except the necessary Excavation within the Land so agreed to be sold by the North Union Railway Company to the *Bolton and Preston Railway Company* as aforesaid, which Excavation is to be done and executed by and at the sole Costs and Charges of the said North Union Railway Company, their Successors or Assigns,) shall be born, and paid by the *Bolton and Preston Railway Company* and the North Union Railway Company in equal Shares and Proportions; but if such Two Lines of Railway or either of them shall exceed Two hundred Yards in Length, then and in such Case so much thereof respectively as shall exceed Two hundred Yards in Length shall be made and constructed at the sole and exclusive Costs and Charges of the said *Bolton and Preston Railway Company*, their Successors and Assigns, who shall from Time to Time and at all Times hereafter maintain and keep the

the whole of the said Two Westernmost Lines of Railway, with all necessary Turnplates, Sidings, Piers, Boat Hurries, and other Works connected therewith, in good and sufficient Repair and Condition; and such Two Westernmost Lines of Railway shall, as between the said Two Railway Companies, be the Property of the said *Bolton and Preston* Railway Company, but that the said North Union Railway Company and the *Bolton and Preston* Railway Company and also the said Canal Company shall mutually and in common be entitled to the free Use and Enjoyment thereof in connexion with the Trade of the same Railways and Canal respectively, without Payment of any Tolls or other Compensation by any or either of the said Companies to the others or other, or by any Trader on the North Level of the said *Lancaster* Canal for any Articles or Things not passing to or from *Dock Street* in *Preston*.

XXXV. And be it further enacted, That the said Company of Proprietors of the *Lancaster* Canal Navigation shall and may at their own Expence make and lay down any Branch Railway or Railways, or other suitable Communication or Communications, from the said Westernmost Lines of Railway or either of them, to and to connect the same with any of the Wharfs, Lands, or Property of the same Canal Company at *Preston* aforesaid, except the Two thousand Yards of Land to be set out as herein-after provided.

Company may make Branches to connect the Westernmost Branches with Lands of the Canal Company.

XXXVI. Provided always, and be it further enacted, That the said Two Westernmost Branch Lines of Railway shall be so made and constructed as to form and give Accommodation for Two Boats in Length to lie and be laden at one and the same Time, on the North Level of the *Lancaster* Canal, and that the Length requisite for One Boat to lie and be laden with the Piers and Boat Hurries necessary for and belonging to such Length shall be for the sole and exclusive Use and Accommodation of the North Union Railway Company, their Successors and Assigns, and the Length requisite for another Boat to lie and be laden, with the Piers and Boat Hurries necessary for and belonging to such last-mentioned Length, shall be for the sole and exclusive Use and Accommodation of the *Bolton and Preston* Railway Company.

What Accommodation to be provided on Two Westernmost Branches.

XXXVII. Provided also, and be it further enacted, That if it shall be found necessary or convenient, in connexion with the said Two Westernmost Branch Lines of Railway, to provide, make, and construct Accommodation for more than Two Boats in Length to lie and be laden at the same Time, then and in such Case One of such additional Lengths shall be procured, and the requisite Piers, Boat Hurries, and other Works belonging to such additional Length of Accommodation shall be made and constructed at the sole Costs and Charges, and, as between the said *Bolton and Preston* Railway Company and the North Union Railway Company, and their respective Successors and Assigns, be the sole and exclusive Property and for the exclusive Use and Accommodation of the said North Union Railway Company, their Successors and Assigns; and that all other additional Lengths of Accommodation, with the requisite Piers, Boat Hurries, and other Works connected therewith, shall be procured, made, and constructed at

If more Accommodation needed how to be provided.

at the sole Costs and Charges, and, as between the same two Companies, and their Successors and Assigns, be the sole and exclusive Property, and for the exclusive Use and Accommodation of the said *Bolton* and *Preston* Railway Company, their Successors and Assigns.

Accommodations to be used in connexion with the Railways and Canal respectively.

XXXVIII. Provided also, and be it further enacted, That the said Accommodations shall be for and used in connexion with the Trade on the said Railways and Canal respectively; and that any Landing Places, Lying Places, Piers, Boat Hurries, or other Works, for the Purpose aforesaid, shall be made and executed at the Expence of the said *Bolton* and *Preston* Railway Company, and under the Superintendence and Direction of the Engineer of the said Canal Company; and that, in the event of any further Accommodation being requisite on the North Level of the said Canal for the Trade of the said Railways to and upon the said Canal, or from the said Canal to and upon the said Railways respectively, it shall and may be lawfull for the said Canal Company to afford, set out, and execute the necessary Works at the Costs and Charges of the said Canal Company.

If Two Westernmost Branch Lines not made within Two Years North Union Railway Company empowered to make them.

XXXIX. Provided always, and be it further enacted, That in case the said Two Westernmost Branch Lines of Railway shall not be made and completed on or before the Expiration of Two Years from the passing of this Act, then and in such Case it shall and may be lawful to and for the said North Union Railway Company, their Successors or Assigns, and they are hereby empowered, at such Time or Times thereafter as they shall think fit, to make and complete such Two Westernmost Branch Lines of Railway with all necessary Works and Conveniences connected therewith, and for that Purpose only to use and exercise all and every Powers given to or vested in the *Bolton* and *Preston* Railway Company by the recited Act, or otherwise for taking or procuring Land; but such Part or Parts of the said Two Westernmost Branch Lines of Railway as shall be laid down and made upon the Lands belonging to the *Lancaster* Canal Navigation Company shall be laid down and made under the Direction of the Engineer for the Time being of the said *Lancaster* Canal Navigation Company; and that the said *Bolton* and *Preston* Railway Company, their Successors or Assigns, shall, in case the said Junction at *Euxton* aforesaid shall have been made and completed, pay, on Demand, to the said North Union Railway Company, their Successors or Assigns, such Proportion of the Costs, Charges, and Expences of making, constructing, and completing the said Two Westernmost Branch Lines of Railway, and of the said Works and Conveniences thereto belonging, and of procuring the Land, as are herein-before mentioned and provided to be paid and borne by the *Bolton* and *Preston* Railway Company, their Successors and Assigns; and in default of Payment thereof the said North Union Railway Company shall and they are hereby empowered to sue for and recover the same by Action or Suit in any Court of Law or Equity, together with full Costs of Suit, and that until full Payment thereof the said Two Westernmost Branch Lines of Railway, with the said Works and Conveniences thereto belonging, shall, as between the said *Bolton* and *Preston* Railway and North Union Railway Companies, and their Successors and Assigns,

Assigns, be and remain the sole and exclusive Property of, and be exclusively used and enjoyed by, the said North Union Railway Company, their Successors and Assigns, in connexion with the Trade on the said Railways and Canal respectively: Provided always, that nothing herein contained shall extend to authorize the said North Union Railway Company to make the said Branch Lines of Railway, or to pay any Proportion of the Expence of making the same, or any Part thereof, unless and until the Consent of Three Fifths of the Proprietors of the said last-mentioned Company present at some General Meeting specially convened for the Purpose by Advertisement inserted for Four successive Weeks in some One and the same Newspaper circulating in the County of *Lancaster*, and held at least Seven Days from the last Insertion of such Advertisement, shall have been previously obtained for the Purpose: Provided further, nevertheless, that the said North Union Railway Company shall not be entitled to make any Use of the said Branch Lines of Railway unless such Meeting shall have been held and such Consent given as aforesaid.

XL. And be it further 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 and Traffic to pass from or to the Main Lines of the North Union Railway; and that the said *Bolton* and *Preston* Railway Company shall at their own Expence employ some efficient Person or Persons, who shall be constantly present at the Points of Communication, and whose Duty 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 leave a free and open Passage along the Main Line of the North Union Railway; and in case the 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 and Traffic from or to the Main Lines of the North Union Railway, then and in every such Case the *Bolton* and *Preston* Railway Company shall (over and besides any Damage or Injury, if any, 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 other 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 Penalty next herein-after mentioned) forfeit and pay to the North Union Railway Company the Penalty or Sum of Ten Pounds, to be recovered and levied under the Powers of and in like Manner as other Penalties are directed to be recovered and levied in and by the said recited Act 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.

XLI. And be it further enacted, That, except for the Purpose of effecting the Junctions herein-before authorized, the said *Bolton* and *Preston* Railway, or any other Railway or Road to be hereafter made by virtue of this Act for the Purpose of communicating with or

[Local.]

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No Railway to cross the North Union Railway on a Level.

which shall communicate with the said North Union Railway, and which shall or shall be intended to cross the North Union Railway, shall not be made or laid down on the Level of the said North Union Railway without the Consent of the said North Union Railway Company in Writing for that Purpose first had and obtained in every Instance in which any such Communication shall be made ; but in all Cases such Crossings shall be made and carried over by means of a Bridge, or beneath by means of a Tunnel or Arch, and such Bridge, Tunnel or Arch, shall be built or constructed under the Direction and Superintendence of the Engineer for the Time being of the North Union Railway Company, and so as not to injure the said North Union Railway, or obstruct or hinder the free Passage over, upon, or along the same.

Communi-
cations with
North Union
Railway to
be made to
the Satisfac-
tion of the
Engineer.

XLII. And be it further enacted, That all Communications under the Authority of this Act with the North Union Railway, and all such Openings in the Ledges or Flanches of the North Union Railway as may be necessary or convenient for effecting such Communications, shall be made at the Expence of the said *Bolton* and *Preston* Railway Company, under the Direction and Superintendence and to the Satisfaction of the Engineer for the Time being of the said North Union Railway Company; and in case of his Neglect or Default in giving proper Directions for the Space of One Calendar Month after Notice in Writing shall have been left at the Office of the North Union Railway Company requiring him to give such Directions, then under the Direction and Superintendence of the Engineer of the said *Bolton* and *Preston* Railway Company.

Communi-
cations with
the North
Union Rail-
way to be
maintained
by the *Bolton*
and *Preston*
Railway
Company.

XLIII. And be it further enacted, That the Expence of the Communications hereby authorized with the North Union Railway, and of 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 *Bolton* and *Preston* Railway 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 ; or in case of his Neglect or Default after such Notice and for such Time as herein-before mentioned, in respect of making the said Communications, then under the Direction and Superintendence of the Engineer of the said *Bolton* and *Preston* Railway Company, 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.

Passage
along North
Union Rail-

XLIV. And be it further enacted, That no Engine, Carriage, or Waggon shall be brought from the *Bolton* and *Preston* Railway upon
or

or into the North Union Railway so as to obstruct or delay the Passage along the same, and, so far as shall be practicable, the Engines, Carriages, and Waggons of the *Bolton and Preston Railway Company* shall give Precedence of passing the Points of Junction of the Railways to the Engines, Carriages, and Waggons of the North Union Railway Company.

way not to be interrupted.

XLV. And be it further enacted, That, notwithstanding any thing in this Act contained to the contrary, it shall not be lawful for the *Bolton and Preston Railway Company*, or for any other Person either in the Execution of this Act or under colour thereof, in making the said Extension or Deviation from *Chorley* to *Euxton*, to deviate in or through the Lands of the said North Union Railway Company from the Line as laid down on the Plan deposited with the Clerk of the Peace for the County of *Lancaster*, or either permanently or temporarily to enter upon, take, or use any of the Land or Property of the North Union Railway Company, or in any Manner to alter or interfere with the North Union Railway or any of the Works appertaining thereto, save only the Land already purchased or agreed to be purchased by the said *Bolton and Preston Railway Company* from the said North Union Railway Company, and saving also so far as is by this Act expressly and specifically authorized, or as shall be necessary for effecting the aforesaid Junctions, and not otherwise.

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

XLVI. And be it further enacted, That it shall be lawful for the *Bolton and Preston Railway Company*, from Time to Time and at all Times hereafter, to demand, receive, and recover for the Wharfage of all Articles, Matters, and Things loaded, landed, or placed in or upon any of the public Wharfs of the said Company, the Rates, Tolls, or Duties following; (that is to say,) for every Ton of Coals, Culm, Lime, Limestone, and other Minerals, Timber, Stone, Clay, Bricks, Tiles, Slates, Goods, Merchandize, or other Things, which shall be landed, loaded, or placed in or upon the said Wharfs, or any of them, and shall continue thereupon for a longer Space of Time than Three Hours and not exceeding Twenty-four Hours, any Sum not exceeding the Sum of One Penny *per* Ton, and so in proportion for any less Quantity than a Ton; and in case the said last-mentioned Articles or any of them shall be left and remain in and upon any of the Wharfs or Warehouses belonging to the said Company, over and above or beyond the said Space of Twenty-four Hours, then the Owner of such Articles shall pay to the said Company the further Sum of Three-pence *per* Ton for the Wharfage and One Shilling *per* Ton for the Warehousing thereof for the next or succeeding Week, and the like Sum of One Shilling respectively *per* Ton for every further or subsequent Week such Articles shall remain upon the said Wharfs or Warehouses after the Expiration of the said first-mentioned Week, and so after that Proportion for any less Period than a Week; and it shall be lawful for the said Company to ask, demand, receive, and take, for the Use of any Cranes erected or made in pursuance of or under the Authority of this Act or the said herein first-before recited Act, before the same shall be used, such Sum or Sums of Money as the said Company may from Time to Time order or direct, not exceeding for any

Rates to be paid to the Company for Wharfage.

Weight to be raised at One Single Lift of the Crane being less than Two Tons the Sum of Sixpence *per* Ton, for any Weight to be raised at One Single Lift of Two Tons and less than Three Tons the Sum of One Shilling *per* Ton, for any Weight to be raised at One Single Lift of Three Tons and less than Four Tons the Sum of One Shilling and Sixpence *per* Ton, and so progressively advancing Sixpence *per* Ton on each additional Weight of One Ton to be raised at One Single Lift of the Crane: Provided always, that the aforesaid Wharfage Rates, Tolls, and Duties shall be charged equally and after the same Rate on all Companies or Persons, and without Partiality or Preference in favour of any particular Company or Person, or Companies or Persons.

Penalty on Owners of Goods not removing them after Notice.

XLVII. Provided always, and be it further enacted, That if the Owner of any Goods, Commodities, Wares, Merchandize, Articles, Matter, or Things shall permit the same to remain in or upon the Wharfs or Warehouses belonging to the *Bolton and Preston Railway Company* beyond the Space of Fourteen Days, and shall neglect or refuse to remove the same and every Part thereof after Twenty-four Hours Notice to do so, such Owner shall forfeit and pay to the said Company for each and every Day any such Goods, Commodities, Wares, Merchandizes, Articles, Matters, or Things shall be permitted to remain after the Expiration of such Notice any Sum not exceeding Two Shillings and Sixpence *per* Ton.

Clause enabling Passengers so carry Sixty Pounds Weight of Luggage repealed.

XLVIII. And whereas by the recited Act it is enacted, that without any extra Charge it shall be lawful for every Passenger travelling upon or along the *Bolton and Preston Railway* to take with him his Luggage not exceeding Sixty Pounds in Weight and Four Cubic Feet in Dimensions; and that the said Company shall in no Case be in any way liable or responsible for the safe Carriage or Custody of or for the Loss or Injury to any Articles, Matters, or Things whatsoever carried upon or along the said Railway, with or accompanying the Person of or belonging to any Passenger, or delivered for the Purpose of being carried, other than and except such Passenger's Luggage not exceeding the Weight and Dimensions aforesaid: And whereas the Luggage allowed to be carried by Passengers upon the *North Union Railway* without extra Charge is by the *North Union Railway Act* limited to Forty Pounds in Weight and Four Cubic Feet in Dimension, and by reason of the Junction of the *Bolton and Preston Railway* with the *North Union Railway* it is deemed necessary that the Weights allowed upon the said Two Lines should in this respect be assimilated: And whereas it is expedient that so much of the said recited Provision as enables Passengers to carry Sixty Pounds in Weight upon the said Railway, or as makes the Company responsible to any such Passenger for Sixty Pounds Weight of Luggage, should be repealed; be it therefore enacted, That so much of the recited Act as allows Passengers travelling upon or along the *Bolton and Preston Railway* to carry with them Luggage not exceeding Sixty Pounds in Weight, or as makes the *Bolton and Preston Railway Company* responsible for the safe Carriage or Custody of or for the Loss of or Injury to any such Passenger's Luggage

Luggage of the Weight aforesaid, shall be and the same is hereby repealed.

XLIX. And be it further enacted, That without any extra Charge it shall be lawful for every Passenger travelling upon or along the *Bolton and Preston* Railway to take with him his Luggage not exceeding Forty Pounds in Weight and Four Cubic Feet in Dimensions; and the said Company shall in no Case be in any way liable or responsible for the safe Carriage or Custody of or for the Loss of or Injury to any Articles, Matters, or Things whatsoever carried upon or along the said Railway, with or accompanying the Person of or belonging to any Passenger, or delivered for the Purpose of being carried, other than and except such Passenger's Luggage not exceeding the Weight and Dimensions aforesaid.

Passengers may carry Forty Pounds Weight of Luggage without extra Charge.

L. And whereas by the recited Act it is enacted, that, save and except on that Portion of the Line to be rented from the *Lancaster Canal Company* as therein mentioned, the Rates or Tolls and Charges to be taken and made for the Use of the said Railway, or for the Carriage of any Passengers, Goods, Animals, or other Matters or Things to be conveyed by the said Company, or for the Use of any Steam Power to be supplied by the said Company, should be at all Times charged equally to all Persons, and after the same Rate *per Mile* or *per Ton per Mile*, or after any other Manner in which such Tolls, Rates, and Charges are therein directed or authorized to be taken or charged throughout the whole of the said Railway, in respect of all Passengers, and of all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine, and no Reduction in any of the Rates or Tolls thereby allowed, or in any Charge for Conveyance by the said Company, or for the Use of any locomotive Power to be supplied by them, should be made either directly or indirectly in favour of or against any particular Company or Person, or be confined to any particular Part of the said Railway, but every Reduction or Advance in any Rate, Toll, or Charge to be taken by the said Company in respect of Passengers, or any Description of Goods, Carriages, or Animals carried on the said Railway, or for the Use of any locomotive Power, should extend to and take place at the same Time throughout the Whole and every Part of the said Railway, in respect of such Passengers, Goods, Carriages, or locomotive Power, as the Case might be: And whereas it is expedient that the said recited Provision should apply to the Rates or Tolls and Charges hereby authorized to be demanded and taken by the said *Bolton and Preston* Railway Company on that Portion of the North Union Railway lying between *Preston* and the Point of Junction therewith at *Euxton* aforesaid; be it therefore enacted, That the said Portion of the North Union Railway lying between *Preston* and the Junction at *Euxton* aforesaid shall, so far as regards the demanding, taking, Recovery, Reduction, and Advance of Tolls, Rates, or Sums by the *Bolton and Preston* Railway Company in respect of all Carriages, Waggon, Engines, and Passengers, and their Luggage, Beasts, Cattle, Goods, Wares, or Merchandize, Matters and Things,

Rates to be charged equally.

[Local.]

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Things,

Things, which shall pass along the same to or from the Railway by the recited Act and this Act or either of them authorized to be made, or any Part thereof respectively, as herein-before mentioned, be deemed and taken to be a Part of the *Bolton and Preston* Railway; and the said herein-before recited Provision, and all other Powers, Provisions, Restrictions, and Regulations of the recited Act, with regard to the demanding, taking, Recovery, Reduction, or Advance of the Tolls and Rates on the Line of the *Bolton and Preston* Railway, shall be held to apply to the demanding, taking, Recovery, Reduction, and Advance of the Tolls, Rates, and Sums which the said *Bolton and Preston* Railway Company are by this Act empowered to demand, receive, and recover on the said Portion of the North Union Railway lying between *Preston* and the Junction with the said Railway at *Euxton* aforesaid: Provided always, that nothing herein contained shall in any Manner affect or be deemed or construed to affect the North Union Railway Company, or their Railway, or any of their Property, Rights, Privileges, Powers, Franchises, or Authorities, further or otherwise than is or may be necessary for equalizing the Rates, Tolls, and Duties to be received or receivable by the *Bolton and Preston* Railway Company.

Clause requiring Canal Company to set out Land on the North of Fishergate repealed.

LI. And whereas by the recited Act it is enacted, that the Company of Proprietors of the *Lancaster* Canal Navigation shall and they are thereby required to set out a Piece of their Land of the Width of Ten Yards on the North Side of *Fishergate* aforesaid immediately adjoining the Canal Basin, and running from *Fishergate* aforesaid to the South Side of the said Canal Company's Graving Dock; and that the *Bolton and Preston* Railway Company shall and they are also required at their own Expence to lay down, maintain, and keep in repair along the whole Length of the said Piece of Land, of the Width of Ten Yards, Two Lines of Railroad of such Dimensions and Form as may be approved of by the Committee of the said Canal Company, and that such Two Lines of Railroad shall belong to and be the Property of the same Company, and that the said Two last-mentioned Lines of Railroad shall be for the joint Use of the same Company and of the *Bolton and Preston* Railway Company, for the Purposes of and in connexion with the Trade of the said Railway and Canal, without the Payment of any Tolls or other Compensation by either of the said Companies to the other: And whereas the said Piece of Land in the Situation before described will, in consequence of the Provisions of this Act, be useless to the said Railway Company; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

Clause requiring Canal Company to set out Land for Stations repealed.

LII. And whereas by the recited Act the said Canal Company are required to set out such Quantity of their Land not exceeding Two thousand Square Yards on the North Side of *Fishergate* aforesaid, and adjoining to the said Two Lines of Railroad, from the North Side of *Fishergate*, as the *Bolton and Preston* Railway Company shall require, to be converted into Stations, and to be used by them for the Purposes aforesaid, and upon the Terms in the recited Act mentioned: And whereas it is expedient that the said Provision should

be repealed, and other Provisions inserted in this Act in lieu thereof; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

LIII. And whereas by the recited Act the *Bolton and Preston* Railway Company are required at their own Expence to form an efficient Branch of their Railway fit and sufficient for the Conveyance of Coals Goods, Wares, and Merchandize, to the Satisfaction of the Committee for the Time being of the said Canal Company, connecting the Railway with the South Level of the *Lancaster Canal* or *Walton Summit*, or connecting the said Canal and Railway at such Point South of *Walton Summit* aforesaid as the *Bolton and Preston* Railway Company shall think fit, and in case the said Communication shall be made at any Point South of *Walton Summit*, the *Bolton and Preston* Railway Company shall, at their own Costs and Charges, provide such Wharfage for the Use of the Trade of their Railway and of the said Canal, or any Branches, thereof then made or thereafter to be made, under the Powers of the *Lancaster Canal Acts*, as the said Canal Company shall, by Notice from their Committee for the Time being, require, and as shall appear to them to be necessary: And whereas the Extension of the said Line of Railway from *Chorley* to the North Union Railway at *Euxton* will render any Branch from *Preston* to *Walton Summit* unnecessary, inasmuch as the present Tramroad will remain undisturbed; be it therefore further enacted, That so much of the recited Act as requires the *Bolton and Preston* Railway Company to form and make a Branch Railway to connect the South Level of the *Lancaster Canal* at *Walton Summit*, or to the South thereof, with the said Railway, shall be and the same is hereby repealed.

Clause to connect the South Line of the Canal with Railway at Walton Summit repealed

LIV. And whereas by the recited Act it is further enacted, that the *Bolton and Preston* Railway Company shall at their own Expence lay down and complete their Railway to and upon and connect the same with the Boat Hurries, Wharfs, Warehouses, Yards, and other Lands of the said Canal Company at *Preston*, in such Manner as they shall require, and shall for ever thereafter also, at the sole Expence of the said Railway Company, keep the said Railway and all the Works connected therewith, and all the connecting Lines upon the said Canal Company's Land to be laid and completed by the said Railway Company, in complete Repair, Order, and Condition: And whereas the said Tramroad by which the South Level of the said Canal is connected with the said Boat Hurries, Wharfs, and Lands of the said Canal Company at *Preston* aforesaid will remain undisturbed, whereby any Connexion of the Railway therewith will be impracticable; be it therefore enacted, That so much of the recited Act as requires the *Bolton and Preston* Railway Company to lay down and connect the Railway with Boat Hurries, Wharfs, Warehouses, Yards, and other Lands of the said Canal Company at *Preston* aforesaid shall be and the same is hereby repealed.

Clause to connect Railway with the Canal Company's Wharfs at Preston repealed.

LV. And whereas by the recited Act it is further enacted, that it shall be lawful for the *Bolton and Preston* Railway Company to adopt all or any Part of the existing Tramroad beteen *Fishergate* in *Preston*

Clause to adopt or abandon any Part of the

present
Tramroad
repealed.

Preston and the Summit aforesaid as Part of their Railroad: And whereas the Adoption of the existing Tramroad as Part of the said intended Railway has become unnecessary; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

Clause to
compel Rail-
way Com-
pany to pro-
vide Engine
Power upon
the Tram-
road re-
pealed.

LVI. And whereas by the recited Act it is enacted, that the *Bolton* and *Preston* Railway Company shall at their own Costs and Charges at all Times provide Engine or other Power adequate to all the present or future Traffic along or upon the said Railway or Tramroad from *Preston* to the Summit aforesaid, or upon any Line of Railway which shall be substituted for the same or any Part thereof, in pursuance of the Power in that Behalf therein-before contained, and that such Engine or other Power shall be equal in every respect in Efficiency and Convenience to the Power used by the said Railway Company on any Part of the Railway between *Bolton* and *Preston*, and that the Charge for the same shall not exceed *per Ton per Mile* the lowest Rate of Charge for the like Description of Power upon any Part of the same Railway: And whereas, inasmuch as the said Tramroad cannot be made available for locomotive Power, the last-recited Provision has by the Deviation of the Line of the Railway become impracticable; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

Clause for
Completion
of the Rail-
way from the
Summit to
Preston with
the Main
Line re-
pealed.

LVII. And whereas by the recited Act it is enacted, that the *Bolton* and *Preston* Railway Company shall make and complete the Communication by Railway between *Preston* and the Summit, and all the Works connected therewith thereby authorized and required to be made, including the Communication between the Railway and the South Level of the *Lancaster* Canal, either at the Summit aforesaid or at some Point to the South thereof, as therein mentioned, to the Satisfaction of the Committee of the said Canal Company, so that the Communication by Railway between *Preston* and the Summit aforesaid and the Works connected therewith shall be complete and open for the Purposes of Trade at the ~~same~~ Time with the Main Line of Railway into *Preston*: And whereas the said recited Provision has become unnecessary; be it enacted, That so much of the recited Act as requires or authorizes the *Bolton* and *Preston* Railway Company to make or complete a Railway between *Preston* aforesaid and the Summit aforesaid, or the South Level of the said *Lancaster* Canal, or any of the Works connected therewith, shall be and the same is hereby repealed.

Clause to
prevent Tolls
from being
taken ex-
ceeding
those taken
between
Preston and
the Summit
repealed.

LVIII. And whereas by the recited Act it is further enacted, that the Tolls, Rates, and Duties receivable by the said Company of Proprietors of the *Lancaster* Canal Navigation for the Use of the *Bolton* and *Preston* Railway Company, as mentioned in the recited Act, and the Tolls, Rates, and Duties which the last-mentioned Company are by that Act authorized to levy and raise for the conveying of Coal, Cannel, or Slack upon that Part of the said intended Railway between *Preston* and the Point of Junction with the South Level of the *Lancaster* Canal, including the Pontage Toll therein-after mentioned, shall not exceed the Tolls, Rates, and Duties *per Ton*

Ton *per* Mile which the said Company of Proprietors of the *Lancaster* Canal Navigation are by their Acts or any of them authorized to levy; be it enacted, That the said last-recited Provision shall be and the same is hereby repealed.

LIX. And whereas by the recited Act it is further enacted, That the said *Bolton* and *Preston* Railway Company shall not be entitled, without the Consent of the Company of Proprietors of the *Lancaster* Canal Navigation, to receive or take in the whole for Tonnage Duty more than One Shilling and Five-pence *per* Ton for Coals shipped upon and conveyed along the South Level of the *Lancaster* Canal, and along the existing Railway or Tramroad between the Summit aforesaid and *Preston*, nor more than One Shilling and Eight-pence *per* Ton on Coal brought up the Lockage at *Kirkless*, and thence conveyed along the South Level of the said *Lancaster* Canal and the existing Tramroad, (the said One Shilling and Five-pence and One Shilling and Eight-pence respectively to include the Tolls, Rates, and Duties collected by the Company of Proprietors of the *Lancaster* Canal Navigation for the Use of the said *Bolton* and *Preston* Railway Company), nor shall the *Bolton* and *Preston* Railway Company be entitled to receive or take a higher Rate or Duty *per* Ton *per* Mile on Coal, Cannel, or Slack, carried upon the South Level of the said *Lancaster* Canal or any Part or Parts thereof, and also upon that Part of the said intended Railway which should be formed between *Preston* and the said South Level of the *Lancaster* Canal, than the lowest Rate of Duty which should from Time to Time be charged on Coal, Cannel, or Slack passing Northwards on any Part of the said Railway; be it enacted, That the said recited Provision shall be and the same is hereby repealed.

Clause as to Rates or Tolls to be taken on Canal repealed.

LX. And whereas it was by the recited Act further enacted, that the said Company of Proprietors of the *Lancaster* Canal Navigation should, at their own Expence, at all Times after the First Day of *January* One thousand eight hundred and thirty-eight, or other the Time at which the said *Bolton* and *Preston* Railway Company should be entitled to the said Tolls, Rates, and Wharfage, render their Wharf Room at *Preston* convenient for the Use of the Trade upon the said Canal and the said Railway or Tramroad: And whereas the said Provision has become unnecessary as to some of the Purposes contemplated by the recited Act; be it therefore enacted, That the said Provision shall be and the same is hereby repealed.

Clause as to Wharfage Room to be provided by the Lancaster Canal Company repealed.

LXI. And be it further enacted, That the said Canal Company shall render convenient for the Trade upon the said Canal and Tramroad and *Bolton* and *Preston* Railway such Part or Parts of their Land as shall be necessary for that Purpose; but nothing herein contained shall extend or be deemed or construed to extend to take away or prejudice any Right to use any of the Wharfs or Lands of the said *Lancaster* Canal Company which the said North Union Railway Company were before the passing of this Act entitled to under the Provisions of the Acts relating to the said *Lancaster* Canal, or any of them.

Lancaster Canal Company to render their Lands convenient for the Bolton and Preston Railway Company.

Canal Company to set out Land of Ten Yards wide for Branch Railways.

LXII. And be it further enacted, That the said Canal Company shall, within Two Years from the passing of this Act, set out a Piece of their Land, of the Width of Ten Yards, on the North of *Dock Street*, and on the West Side, and up to the North Level of the said Canal through or near to their Graving Dock, both in *Preston* aforesaid, and that the *Bolton and Preston* Railway Company shall at their own Expence, whenever thereunto required by the said Canal Company, lay down, form, maintain, and keep in repair, along the whole Length of the said Land to be set out as aforesaid, Two Lines of Railway of such Dimensions and Form as their Main Line of Railway; and that in case the said Canal Company shall require an Extension of the said Lines of Railway along the Westerly Bank of the present Canal in *Preston* aforesaid, the said *Bolton and Preston* Railway Company shall and will, at their own Expence, form and execute such Extension of the said Lines of Railway to such Place or Places upon their present Land as the said Canal Company shall require; and such Lines of Railway and Extension thereof shall be executed and kept in repair to the Satisfaction of the said Canal Company; and such Lines of Railway and Extension thereof, and the Land on which the same shall be formed, and the Materials and Works connected therewith, shall belong to and be the Property of the said Canal Company and the said Lines of Railway and Extension thereof shall be for the Use of the said Canal Company; and of the said *Bolton and Preston* Railway Company, for the Purposes of and in connexion with the Trade of the said Railway and of the said Canal, without the Payment of any Toll or other Compensation by either of the said Companies to the other of them, or by any Trader on the North Level of the *Lancaster* Canal for any Articles or Things not passing to or from *Dock Street* in *Preston*.

Canal Company to set out Two thousand Square Yards of Land for Stations for Railway.

LXIII. And be it further enacted, That the said Company of Proprietors of the *Lancaster* Canal Navigation shall set out such Quantity of their Land, not exceeding Two thousand Square Yards, on the North Side of *Fishergate* aforesaid, adjoining to the said Lines of Railway from the North Side of *Fishergate* and in such Situation or Situations as the said Canal Company and the said *Bolton and Preston* Railway Company shall agree upon, to be converted by the said *Bolton and Preston* Railway Company into and for ever thereafter to be used as Stations, and for such Warehouses, Wharfs, and other Purposes as the same Railway Company shall think fit to erect and make for their Use, in connexion with the Trade of the said Railway and Canal respectively; and that the said Land, when and so soon as the same shall have been ascertained and set out as aforesaid, shall be and become the Property of the *Bolton and Preston* Railway Company and their Successors for the Purposes herein-before declared and expressed in respect thereof, freed and absolutely discharged from all Claims and Demands of the said Company of Proprietors of the *Lancaster* Canal Navigation, but subject nevertheless to the Payment to the same Company by the *Bolton and Preston* Railway Company of such yearly Rent as the Committee for the Time being of the said Company of Proprietors of the *Lancaster* Canal Navigation shall fix and require to be paid, not exceeding Two Shillings for every superficial Square Yard of Land, such Rent to be paid on the Quarter Days

Days or Times and to be secured in manner provided in respect of the yearly Rent of Eight thousand Pounds made payable by the recited Act, and the first quarterly Payment of the said yearly Rent shall become payable on such of the said Quarter Days of Payment as shall first happen after the Expiration of Seven Years from the passing of the recited Act.

LXIV. And be it further enacted, That the said *Bolton and Preston* Railway Company shall and they are hereby required, at their own Expence, in such efficient Manner and Form as shall be necessary and satisfactory to the Committee for the Time being of the said Canal Company, to make and keep open and in good Repair, Order, and Condition, and free from every Obstruction, Hindrance, or Impediment, for the Conveyance of Coal, Slack, Goods, Wares, and Merchandizes, the said Tramroad, Bridge, Engine, Wharfs, Rails, and other Works appertaining thereto, from the South Level of the said Canal, at the Summit aforesaid, to and to connect the same, by means of Rails or Tramplates, and other proper Works and Conveniences, with the Boat Hurries, Wharfs, Warehouses, Yards, and other Lands of the said Canal Company at *Preston* aforesaid, or such Part or Parts of such Lands as shall from Time to Time be set out and appropriated by the said Committee for the Purposes of the Trade upon the said Canal and Tramroad or in connexion therewith.

Railway
Company to
keep open
the Tram-
road.

LXV. And be it further enacted, That the Tolls, Rates, and Duties receivable by the said Company of Proprietors of the *Lancaster* Canal Navigation for the Use of the said *Bolton and Preston* Railway Company, as mentioned in the recited Act, and the Tolls, Rates, and Duties which the said last-mentioned Company are by the recited Act or this Act authorized to levy and raise for the Conveyance of Coal, Cannel, or Slack upon the said Tramroad from the Summit to *Preston* aforesaid, shall not exceed the Tolls, Rates, and Duties *per Ton per Mile* which the said Company of Proprietors of the *Lancaster* Canal Navigation are now by their Acts or any of them authorized to levy; that is to say, for Tonnage and Wharfage upon Coal navigated on the said Canal any Sum not exceeding One Penny Halfpenny *per Ton per Mile*; for Limestone, Slate, Salt, Ores, Salt-rock, Bricks, Stone, Flags, Iron, Stone, Coal, Slack, Black Bass, Iron Cinders, Gravel, Sand, Clay, Marl, and Manure, any Sum not exceeding One Halfpenny *per Ton per Mile*; for Lime, Pig Iron, Cast Iron, and Bar Iron, any Sum not exceeding One Penny *per Ton per Mile*; for Timber, Dyeing Woods, and all other Goods, Wares, Merchandizes, and Commodities not herein-before enumerated, any Sum not exceeding Two-pence *per Ton per Mile*, except such as shall pass or be conveyed from or into the *Leeds* and *Liverpool* Canal into or from the *Lancaster* Canal, and upon which not more than the Sum of One Penny Halfpenny *per Ton per Mile* shall be charged.

Tolls upon
Tramroad
not to ex-
ceed those
now taken
between
Preston and
the Summit.

LXVI. Provided always, and be it further enacted, That the said *Bolton and Preston* Railway Company shall not be entitled, without the Consent of the said Canal Company, to receive or take in the whole for Tonnage Duty more than One Shilling and Five-pence *per Ton*

Rate of Tolls
to be taken
upon the
Canal.

Ton for Coals shipped upon and conveyed along the South Level of the *Lancaster Canal*, and along the Railway or Tramroad between the Summit aforesaid and *Preston*, nor more than One Shilling and Eight-pence *per* Ton on Coal brought up the Lockage at *Kirkless*, and thence conveyed along the South Level of the said *Lancaster Canal* and the said Tramroad to *Preston*; the said One Shilling and Five-pence and One Shilling and Eight-pence respectively to include the Tolls, Rates, and Duties collected by the said Canal Company for the Use of the said *Bolton* and *Preston* Railway Company, and shall include and cover all Charge for good and sufficient Engine Power and other necessary Apparatus at the Inclined Plane at *Avenham*, for hauling up and letting down the Waggon passing over or along the said Tramroad and their respective Loads, and which Engine Power and other necessary Apparatus the said *Bolton* and *Preston* Railway Company shall from Time to Time and at all Times hereafter find and provide; nor be entitled to receive or take a higher Rate or Duty *per* Ton *per* Mile on Coal, Cannel, or Slack carried upon the South Level of the said *Lancaster Canal*, or any Part or Parts thereof, and also upon the said Tramroad to *Preston*, than the lowest Rate of Duty which shall from Time to Time be charged by the said *Bolton* and *Preston* Railway Company on Coal, Cannel, or Slack passing Northwards on any Part of the said Railway between *Bolton* and *Preston* aforesaid: Provided always, that the Ton of Coal, Cannel, Slack, or other Goods fixed by the said recited *Lancaster Canal Acts* at Twenty Hundred Weight of One hundred and twenty Pounds each shall as to this Act be the same in respect of such Articles passing to, from, or upon the North and South Levels of the said Canal and along the existing Tramroad between the said Summit and *Preston* aforesaid.

The Tramroad North of Fisher-gate to remain the Property of the Canal Company.

LXVII. And be it further enacted, That the Tramroad on the North Side of *Fisher-gate* in *Preston* aforesaid, and all Rails, Tramplates, and other Works to be as aforesaid maintained by the said *Bolton* and *Preston* Railway Company to connect the same Tramroad with the Boat Hurries, Wharfs, Warehouses, and other Lands of the said Canal Company in pursuance of the Provisions of this Act, shall be deemed and taken to be vested in and shall be and remain the Property of the said Canal Company for the Purpose of and in connexion with the Trade of the said Canal, and upon and along the said Tramroad.

Saving the Rights of the Lancaster and Preston Junction Railway Company.

LXVIII. Provided also, and be it further 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 *Lancaster* and *Preston* Junction Railway Company in and by or by virtue of an Act passed in the Seventh Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making and maintaining a Railway from the Town of Lancaster to the Town of Preston in the County Palatine of Lancaster*; but saving and reserving to the said *Lancaster* and *Preston* Junction Railway Company all the Rights, Privileges, Powers, Authorities, and Provisions in the said Act contained, as if this Act had not been passed.

LXIX. And

LXIX. And whereas by the recited Act power is given to the Owners or Occupiers of Lands adjoining to the said Railway, or any other Persons, to lay down, either upon their own Lands or upon the Lands of other Persons, with the Consent of such Persons, any collateral Branches from their respective Lands to communicate with the said Railway: And whereas it is expedient that the *Bolton and Preston* Railway Company should be authorized and enabled to execute any Branch Railway upon the Request of any Land Owner or Occupier under such Terms and Restrictions as may be mutually agreed upon between them; be it therefore enacted, That the said Company may and they are hereby empowered, upon Request in Writing of any Land Owner or Occupier through whose Lands it shall be desirable to make any such Branch Railway, and with the Consent in Writing previously obtained of all the Owners and Occupiers of Land through which such Branch Railway shall be proposed to be made, to construct, make, and execute such Branch Railway as aforesaid, and to enter into and carry into effect such Arrangements with respect to the same and the Mode of Construction thereof, and relating to the Costs and Expences which may be thereby incurred, and as may be mutually agreed upon between the said Land Owner or Occupier and the said Company: Provided always, that nothing herein contained shall authorize any such Owner or Occupier of Land as last aforesaid to receive any Rate or Toll or Sum for the passing of any Passengers or Goods or other Things along or upon any Branch Railway which shall be made as aforesaid.

Company
may con-
struct
Branch
Railways for
the Use of
the Owners
of adjoining
Lands.

LXX. And whereas by the recited Act it is enacted, that at all General and Special General Meetings to be held by virtue of the same Act all Corporations and Persons who shall respectively have duly subscribed for or become Proprietors of or entitled to Twenty Shares or upwards in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, should have a Vote for each of such Shares, and that all such Corporations and Persons as aforesaid as shall have and subscribed for or become entitled to more than Twenty Shares in the said Undertaking, their respective Successors, Executors, Administrators, and Assigns, shall over and above the Twenty Votes which they shall respectively have for or in respect of the first Twenty Shares shall have an additional Vote for every Five Shares which they shall have subscribed for or shall have become entitled to in the said Undertaking beyond the Number of Twenty Shares; but no Power is thereby given to Corporations or Persons possessed of less than Twenty Shares to vote at any General or Special General Meetings of the Company: And whereas it is expedient that the recited Act should be amended in these respects; be it therefore enacted, That so much of the recited Act as only enables Corporations and Persons possessed of Twenty Shares or upwards in the said Undertaking to have Votes for each such Share at all General or Special General Meetings of the Company shall be and the same is hereby repealed.

Power of
voting at
General and
Special
Meetings by
Proprietors
of Twenty
Shares only
repealed.

LXXI. And be it further enacted, That at all General and Special General Meetings to be held by virtue of the recited Act or of this Act all Corporations and Persons who shall respectively have
[Local.] [16 O] New Pro-
vision with
respect to
voting at
duly General

and Special
Meetings.

duly subscribed for or become Proprietors of or entitled to any Shares not exceeding Twenty Shares in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have One Vote for each of such Shares ; and all Corporations and Persons who shall have subscribed for or become entitled to more than Twenty Shares in the said Undertaking, their respective Successors, Executors, Administrators, and Assigns, shall, over and above the Twenty Votes which they shall respectively have for or in respect of the First Twenty Shares, have an additional Vote for every Five Shares which they shall have subscribed for or shall have become entitled to in the said Undertaking beyond the first Twenty Shares, and such Votes may be given by such Parties or by their Proxies to be appointed in such Manner as by the recited Act is provided ; but such Rights of voting as aforesaid shall be subject to the general Provisions contained in the recited Act with respect to voting.

Expences of
Act.

LXXII. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act, and of making the Surveys, Plans, and Estimates, and all other Costs, Charges, and Expences in any way incident thereto, shall be paid and defrayed by the *Bolton and Preston Railway Company* out of the Money already raised and received or out of the first Money which shall be raised or received by virtue of the said recited Act or this Act.

Public Act.

LXXIII. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

The SCHEDULE to which the foregoing Act refers.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers
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BRANCH TO THE WATERHOUSE COLLIERY IN BLACKROD.

Township of Blackrod in the Parish of Bolton in the County Palatine of Lancaster.

House, Barn, Outbuilding, and Fold.	John Chisenhall Chisenhall.	- - -	Thomas Forshaw.
House, Barn, Fold, and Outbuilding.	William Markland	- Kenneth M'Kenzie	Joseph Hope.
Cottage - - -	Ditto - - -	Ditto - - -	John Hart.
Garden - - -	Ditto - - -	Ditto - - -	James Shaw.

EXTENSION FROM CHORLEY TO EUXTON.

Township of Euxton in the Parish of Leyland in the County Palatine of Lancaster.

House and Outbuilding	North Union Railway Company.	- - -	James Skitt.
Wood or Plantation -	The Co-heirs of the late James Longworth, deceased.	- - -	-
Plantation and Occupation Road.	George Johnson Wainwright.	- - -	George Johnson Wainwright.
Dwelling House, Outbuildings, Garden, Yard, and Occupation Road.	Ditto - - -	- - -	Ralph Platt.
Plantation, Occupation Road, and Water-pit.	Ditto - - -	- - -	Ditto.
Barn Shippon, Outbuildings, Fold Yard, and Occupation Road.	Ditto - - -	- - -	Ditto.
House, Garden, Orchard, Outbuildings, and Occupation Roads.	Thomas Coward - - -	- - -	Thomas Aspindale.
Dwelling House, Barn, Shippon, Fold, and Garden.	James Aspinall - - -	- - -	James Platt.
Orchard - - -	Ditto - - -	- - -	Ditto.

Parish of Chorley in the County Palatine of Lancaster.

Pleasure Ground -	Abraham Turner -	- - -	Abraham Turner.
Plantation - - -	Ditto - - -	- - -	Ditto.
Dwelling House, Coach-house, Stables, Outbuildings, Garden, and Yard.	Ditto - - -	- - -	Ditto.
Tower, Outbuildings, and Yard.	Ditto - - -	- - -	Ditto.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Two Cottages and Gardens.	Robert Townley Parker, Esquire.	- - -	John Hargreaves and William Archer.
Ditto Ditto -	Ditto - - -	James Ashworth -	John Woods and James Knowles.
Ditto Ditto -	Ditto - - -	- - -	Thomas Bretheron and Edmund Kellett.
Factory Offices, Out-buildings, Yard, and Brook.	Richard Smethurst -	- - -	Richard Smethurst.
Sixteen Cottages and Cellars,	Ditto - - -	- - -	William Lawrence, Thomas Price, Roger Haslam, William Nightingale, Thomas Gillibrand, John Tonge, James Sharples, Owen Kirk, Matthias Hodgkiss, John Livesay, Richard Shepherd, Henry Knowles, Robert Sewell, James Welsh, William Sharples, Henry Sharples, John Taylor, Jane Brooks, James Holland, Henry Goolding, Henry Morris, James Houghton, John Higginson, and John Entwistle.

BRANCH TO THE NORTH UNION RAILWAY IN PRESTON.

Borough and Township of Preston in the Parish of Preston in the County Palatine of Lancaster.

The Lancaster Canal -	The Lancaster Canal Company.	- - -	The Lancaster Canal Company.
Wharf and Tram-roads	Ditto - - -	- - -	Ditto.
House, Yard, and Out-building.	Ditto - - -	- - -	Thomas Proctor.
Ditto - - -	Ditto - - -	- - -	John Smethurst.
Ditto - - -	Ditto - - -	- - -	Ellen Towers.
Ditto - - -	Ditto - - -	- - -	Thomas Preston.
Croft and Orchard	Ditto - - -	- - -	Thomas Proctor.
Water Street West -	Ditto, and the Commissioners for the Borough of Preston.	- - -	-