



CHAP. cci.

An Act to authorise the Mersey Railway Company to divert their authorised Line, and to connect it with existing Railways at Liverpool and Birkenhead ; and for other purposes. A.D. 1871.
[14th August 1871.]

WHEREAS by "The Mersey Railway Act, 1866," the Mersey Railway Company (herein-after referred to as "the Company") were incorporated, and authorised to make certain railways to connect Liverpool with Birkenhead : 29 & 30 Vict. c. cxxxix.

And whereas by "The Mersey Railway Act, 1868," the powers of the Company for purchasing land and completing the railway were extended : 31 & 32 Vict. c. clxi.

And whereas it is expedient that the Company should have power to alter the line and levels of their authorised railway :

And whereas the expense of the altered and substituted railways by this Act authorised will be less than the estimated expense of the railway authorised by the recited Act of 1866 :

And whereas plans and sections, showing the lines and levels of the altered and substituted railways by this Act authorised, and a book of reference to such plans, containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands in or through which the railways are to be made and maintained, have been deposited with the clerks of the peace for the counties of Lancaster and Chester respectively, and those plans, sections, and book of reference are in this Act referred to as the deposited plans, sections, and book of reference :

And whereas the time granted to the Company by the recited Acts for the compulsory purchase of land expired on the 31st day of July 1870, and the time granted by the same Acts for the completion of the railway will expire on the 31st day of July 1873, and it is expedient to revive and extend the powers of the Company with respect to that portion of their railway authorised by the recited Act of 1866 which is not abandoned by this Act :

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— And whereas it is expedient that the Company should have authority to increase their capital for the purpose of doubling their line of railway, and also to make and carry into effect such agreements and arrangements as are herein-after expressed :

And whereas the objects of this Act cannot be attained without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title. 1. This Act may be cited for all purposes as "The Mersey Railway Act, 1871."

Provisions of general Acts herein named incorporated. 2. "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Railways Clauses Consolidation Act, 1845," Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of "The Railways Clauses Act, 1863," and Part II. (relating to additional capital) of the Companies Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms. 3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction : the expression "the Company" means the Mersey Railway Company ; the expressions "the railway" or "the railways" and "the undertaking" mean respectively the altered and new railways and undertaking of the Company by the recited Acts and this Act authorised, so far as not abandoned by this Act ; the expression "the Act of 1866" means "The Mersey Railway Act, 1866 ;" the expression "the Act of 1868" means "The Mersey Railway Act, 1868 ;" and the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Power to make railways according to deposited plans. 4. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railways and works herein-after described, with all proper stations, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the

deposited book of reference as may be required for that purpose. A.D. 1871.
 The railways and works herein-before referred to and authorised by
 this Act are as follows :

1. A railway about one furlong in length, wholly situate in the parish and borough of Liverpool, commencing by a junction with the railway No. 1, authorised by the Act of 1866, at the commencement thereof, and terminating at or opposite to Compton House, now or lately in the occupation of Messieurs Jeffrey :

2. A new or deviated railway about one mile in length, commencing by a junction with the railway No. 1, authorised by the Act of 1866, at a point in the centre of James Street opposite the end of Sea Brow, in the parish and borough of Liverpool, thence passing under the shore and bed of the river Mersey, and terminating in the township and extra-parochial chapelry of Birkenhead in the county of Chester, at or near to the place where the approach to the landing stage of Woodside Ferry diverges from the south-eastern end of Shore Road :

3. A railway one mile and about forty links in length, commencing by a junction with the new or deviated railway before described at the termination thereof, and terminating by a junction with the Birkenhead Joint Railway, in the parish of Bebbington and township of Tranmere in the county of Chester :

4. An alteration of the levels of the railway No. 1 in and authorised by the Act of 1866, from the commencement to the termination thereof.

5. The Company shall not at any time hereafter, without the consent in writing of the Cheshire Lines Committee, extend the railway No. 1 by this Act authorised to any point nearer to the Liverpool Central Railway Station than such point of termination, nor take, use, or in any way interfere with the land or works of the Cheshire Lines Committee without the like consent.

Railway No. 1 not to be extended to Liverpool Central Station without consent of Cheshire Lines Committee.

6. Notwithstanding anything shown on the deposited plans and sections, or contained in this Act, the Company shall not take, enter upon, or interfere with the Liverpool Central Station, or any of the lands, works, or property now vested in or managed by the Cheshire Lines Committee, without the written consent of that committee under the hand of their chairman.

For protection of works and property of Cheshire Lines Committee.

7. The junction of railway No. 3 with the Birkenhead Joint Railway shall be made only at such point southward of the southern side of the bridge which carries that railway over Green Lane in

As to junction of railway No. 3 with the

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Birkenhead
Railway.

the parish of Bebbington and township of Tranmere as shall be agreed upon between the engineer for the time being appointed by the Great Western and London and North-western Railway Companies (joint owners of the Birkenhead Railway) and the engineer of the Company, and so as not to interfere with or affect the bridge which carries the latter railway over Green Lane aforesaid.

As to execution of
railway
No. 3 under
Birkenhead
Railway.

8. The railway No. 3, where the same will cross the Birkenhead Railway, shall be carried under such railway in a tunnel (as shown on the deposited plans and sections), according to plans to be approved in writing by, and the works shall be executed under the superintendence and to the reasonable satisfaction in all respects of, the engineer for the time being appointed by the Great Western and London and North-western Railway Companies, and at the expense of the Company, and such railway and the works connected therewith shall be so carried and executed respectively by such means and in such manner only as not to interfere with the free, uninterrupted, and safe user of the Birkenhead Railway or the working of the traffic thereon.

As to sewer
under Bir-
kenhead
Railway.

9. Before interrupting or interfering with the sewer which passes under the Birkenhead Railway, the Company shall, at their own expense, construct and lay down, according to a plan to be approved by the aforesaid engineer for the time being appointed by the Great Western and London and North-western Railway Companies, and to his reasonable satisfaction, another sewer, in lieu of the sewer so interrupted or interfered with, and such substituted sewer shall be connected by and at the expense of the Company with the existing sewer, in such manner as shall be approved by the said engineer.

As to execution of
further
works if
required.

10. If it shall at any time appear to such engineer of the Great Western and London and North-western Railway Companies that any further or other works or appliances are required to prevent subsidence or injury happening to the said Birkenhead Railway, owing to or in consequence of the railway No. 3 being carried under the same, the Company will immediately, on being thereunto required in writing under the hand of such engineer, make and execute the same at the expense of the Company.

Maintenance
of works.

11. The Company shall at all times, at their own expense, maintain the works by which the railway No. 3 shall be carried under the said Birkenhead Railway, and also any further or other works which may be so required, in substantial repair and good order and condition, to the reasonable satisfaction in all respects of such engineer of the Great Western and London and North-western Railway Companies; and if and whenever the Company fail to do so, the

Great Western and London and North-western Railway Companies may make or do in and upon as well the lands of the Company as their own lands all such works and things as the Great Western and London and North-western Railway Companies may reasonably think requisite in that behalf; and the sum from time to time certified by such their engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company, and in default of repayment the amount so certified may be recovered, with full costs, by those Companies from the Company in any court of competent jurisdiction. A.D. 1871.

12. The Company shall at all times save harmless and keep indemnified the Great Western and London and North-western Railway Companies from and against all claims, losses, liabilities, costs, and expenses which those Companies, or either of them, may sustain or be put unto by reason of the said Birkenhead Railway being injuriously affected or in any manner damaged or injured by the same being so crossed by the railway No. 3; and if by, or by reason, or in execution of any of the works by this Act authorised, or by reason of the mode of construction, or of the insufficiency of, or the bad state of repair of any such works, or any act or omission of the Company or of any of their agents or servants, it shall happen that the said Birkenhead Railway shall be injured, the Company will immediately thereupon, at their expense in all things, make good all such injury, according to plans to be approved as aforesaid; and if, in any of the events or from any of the causes last mentioned, the free use of such Birkenhead Railway by the Great Western and London and North-western Railway Companies shall be impeded or obstructed, the Company shall pay to those Companies, as ascertained damages, the sum of one thousand pounds for every twenty-four hours during which any such impediment or obstruction shall continue, and so in proportion for any less period than twenty-four hours, and in default of payment of any such sum, or any such losses, liabilities, costs, or expenses, on demand made on the Company, those Companies may recover the same, with full costs, in any court of competent jurisdiction. Indemnity to Great Western and London and North-western Railway Companies.

13. The Company, or any person in the execution of this Act, shall not in any manner, either permanently or temporarily, enter upon, take, or use any of the lands or property belonging to or in the possession or under the power of the Great Western and London and North-western Railway Companies jointly, or to or of either of them separately, or in any manner alter, vary, or interfere with the Birkenhead Railway, or any of the works appertaining thereto, without in every case the previous consent in writing of those respective Companies under their respective common seals, except Protecting lands, &c. of Great Western and London and North-western Railway Companies.

A.D. 1871. — only as shall be necessary for making and maintaining the junction of railway No. 3 with the Birkenhead Railway, and for carrying the said railway under that railway.

Company to acquire easements only in lands of the Great Western and London and North-western Railway Companies.

14. With respect to any land of the Great Western and London and North-western Railway Companies, or either of them, which the Company are by this Act from time to time authorised to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and those Companies jointly or respectively, as the case may be, may and shall sell and grant accordingly, an easement or right of using the same for the purpose for which but for this enactment the Company might purchase and take the same.

Saving rights of Great Western and London and North-western Railway Companies.

15. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, privileges, or powers of the Great Western and London and North-western Railway Companies, or of either of them, otherwise than is by this Act expressly provided.

Railway No. 1 to be formed at such depth as to avoid sewers in Liverpool.

16. It shall be lawful for the Company to deviate from the lines and from the levels, or some of them, of the railway No. 1, as shown on or referred to the common datum line described on the deposited sections and as marked on the same, to the extent which may be found necessary and convenient for passing with safety under the sewers in the borough of Liverpool vested in the corporation; provided that the line shall not be altered to the northward beyond the limits of deviation shown on the deposited plans, or to the southward beyond the line of the palisading forming the boundary of St. Peter's Churchyard, and the extent of such deviation shall be adjusted and settled by and to the satisfaction of the engineer of the corporation, and the works under the said sewers, or any of them, shall not be proceeded with until such deviation shall have been so adjusted and settled.

Certain provisions of Act of 1866 to apply to works in Liverpool.

17. The provisions, regulations, and restrictions contained in the 34th and 35th sections of the Mersey Railway Act, 1866, shall apply to the works within the borough of Liverpool authorised by this Act, and the Company shall conform to and observe the same accordingly.

Easements only to be acquired for tunnel in Liverpool, unless otherwise agreed.

18. The Company shall not, except by agreement, take any part of the lands in the borough of Liverpool shown upon the deposited plans of the works authorised by this Act, but they may acquire and take, under the powers and subject to the provisions of the incorporated Acts and this Act, a perpetual easement for the purpose of making, maintaining, repairing, and using the railway in tunnel,

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making full compensation in that behalf, as if the easement were land within the meaning of the Lands Clauses Consolidation Acts : Provided always, that if the Company's works are at any time after the commencement thereof abandoned, the easement shall, at the expiration of one year after the abandonment, absolutely cease.

19. The Company shall not, without the consent of the corporation of Liverpool, under the hand of the town clerk, use gunpowder or any other explosive substance in the construction of the works in the borough of Liverpool, and the corporation are hereby authorised to give the required consent, subject to such conditions as to them may seem expedient.

Gunpowder not to be used in Liverpool without consent of corporation.

20. The rails within the borough of Liverpool shall be laid and maintained on continuous longitudinal timber bearings, or on cross timber bearings, as the engineer of the corporation may direct, and such bearings shall be laid and bedded, and thereafter maintained, and from time to time renewed in such manner as shall be found best suited for rendering the working of the railway as free from noise and vibration as possible, and to the reasonable satisfaction of the engineer of the corporation.

Rails and sleepers to be so laid as to avoid noise and vibration in Liverpool.

21. Below the ballast there shall be a layer throughout, of at least six inches in thickness, of peat or tan, or of such other substance as shall be reasonably satisfactory to the engineer of the corporation.

Additional precautions against noise and vibration in Liverpool.

22. The Company shall make such ventilating shafts or openings into the tunnel, at such places, either within or beyond the limits of deviation shown on the deposited plans, as the engineer of the corporation of Liverpool shall reasonably direct, and they shall carry such shafts or openings to such an elevation above the ground, and provide such appliances for avoiding nuisance or annoyance, as may be reasonably required by the said engineer.

Ventilating shafts or openings in tunnel in Liverpool.

23. If the owner, lessee, or occupier of any building in the borough of Liverpool sustains any damage or injury arising from the construction of the tunnel or works connected therewith, or the working of the railway, such owner, lessee, or occupier shall be entitled to compensation in respect thereof, the amount to be ascertained and settled as provided by the Lands Clauses Consolidation Act, 1845.

Compensation in respect of damage or injury to buildings in Liverpool.

24. Notwithstanding that the deposited plans and the limits of deviation defined on such plans extend to and include streets, roads, passages, and places, or portions thereof within the limits of the Improvement Acts relating to Birkenhead (in this Act called the Birkenhead Improvement limits), it shall not be lawful for the

Streets, &c. not to be interfered with without consent of Birkenhead Improve-

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 ment Com-
 missioners.
 Company to stop up, appropriate, or acquire the said streets or roads, or any of them, or any portion thereof respectively, without the previous consent of the Birkenhead Improvement Commissioners (in this Act called the commissioners), signified in writing under the hand of the clerk to the commissioners.

As to works
 within the
 limits of the
 Birkenhead
 Improve-
 ment Com-
 missioners.

25. In constructing the railways and works by this Act authorised within the Birkenhead Improvement limits, or within the limits of the commissioners with respect to the supply of gas or water (in this Act called the Birkenhead gas and water limits), the Company shall conform to and observe the following provisions, regulations, and restrictions; that is to say,

WITHIN THE BIRKENHEAD IMPROVEMENT LIMITS.

1. They shall not, without the consent of the commissioners, signified in writing under the hand of the clerk to the commissioners, construct in any street any shaft, eye, or other work, nor shall they interfere with the traffic along any such street, except with consent as aforesaid:
2. They shall, as and when required by the commissioners, signified under the hand of the clerk to the commissioners, remove any shaft, eye, or other works which may, with the consent of the commissioners, have been constructed in any street, and well and sufficiently, to the satisfaction of the commissioners, restore the surface of such street, and maintain in efficient repair the said surface so restored for the period of twelve months, to the like satisfaction:
3. Whenever it may be necessary to interrupt or interfere with any existing sewer or drain, they shall, before interrupting or interfering with such existing sewer or drain, construct, according to a plan to be approved of by the commissioners, another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be interrupted or interfered with, and such new and substituted sewer or drain shall be connected, by and at the expense of the Company, with any existing sewers or drains which were connected with the sewer or drain so interrupted or interfered with, and in such manner as shall be approved of by the commissioners:
4. If, by reason of the construction of the railways and works connected therewith by this Act authorised, any increased length of sewers or drains shall become necessary, the same shall be constructed, by and at the expense of the Company, of such capacity, upon such plan, and in such manner as shall be approved by the commissioners:

5. If, by reason of the construction of the railways and works connected therewith by this Act authorised, the commissioners shall at any time necessarily incur any cost in altering any existing sewer or drain, the Company shall repay to the commissioners such additional cost, and the same may be recovered in default of payment in any court of competent jurisdiction :
6. When any existing sewer or drain, new or substituted sewer or drain, or altered sewer or drain, shall be so situated that convenient access thereto may be obtained through the property or works of the Company, the Company shall, when required by the commissioners, make and maintain such access, and the commissioners shall, by their officers, workmen, and servants, be at liberty at all times to use the same for any purpose for which it may be necessary :
7. The Company shall not, without the consent of the commissioners under the hand of their clerk, use gunpowder or any other explosive substance in the construction of the works :
8. Before interfering with, obstructing, or breaking up any street, road, passage, or place, the Company shall give to the commissioners seven days previous notice in writing, and the work shall be done under the direction of the commissioners :
9. Whenever any street, road, passage, or place shall have to be temporarily diverted by the Company in the execution of the works by this Act authorised, proper accommodation for the traffic and accesses to property shall be provided, maintained, fenced, watched, and lighted by the Company to the satisfaction of the commissioners.

WITHIN THE BIRKENHEAD GAS AND WATER LIMITS.

10. The provisions of the Railways Clauses Consolidation Act, 1845, contained in the sections eighteen to twenty-three inclusive, shall apply to the watercourses, water pipes, and gas pipes of the commissioners, and whenever in those sections the words company or society are used, the same shall, for all the purposes of the said Act, be held to extend to and include the commissioners :
11. Wherever the mains or pipes of the commissioners shall be severed or interfered with by the works authorised by this Act, and wherever it is necessary for maintaining the supply of water or gas to lay additional mains or pipes, such additional mains or pipes shall, previous to the severance or interference, be made by the commissioners at the expense of the Company :

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12. If by reason of the execution of any of the powers of this Act any increased length of mains or pipes shall become necessary, the same shall be laid down by the commissioners at the expense of the Company, upon such plan and in such manner as shall be approved by the commissioners :

13. Wherever, by the appropriation or destruction of property by this Act authorised, any mains or pipes laid for the supply of such property with water or gas shall be rendered unnecessary, the Company shall pay to the commissioners the cost of laying an equivalent length of main or pipe, and the cost of the works required for discontinuing the mains or pipes rendered unnecessary, to such amount as shall be estimated by the water or gas engineer, and the mains and pipes so rendered unnecessary shall be the property of the Company :

14. The Company shall make good all damage of any nature whatever to persons and property occasioned by the construction of their works, or the works contingent on them or incident thereto, or by carrying into effect the powers authorised by this Act.

Extending provisions of Mersey Railway Act, 1866, for protection of Birkenhead Improvement Commissioners.

26. The provisions contained in the 32nd and 33rd sections of "The Mersey Railway Act, 1866," as to Woodside Ferry, and saving the rights of the commissioners, shall extend and be applicable to the railways and works by this Act authorised, and the powers by this Act conferred upon the Company, in like manner in all respects as if such provisions had been re-enacted in this Act.

Certain provisions of the Act of 1866 extended to this Act.

27. The provisions contained in sections 37, 38, and 39 of the Act of 1866 for the protection of the Mersey Docks and Harbour Board shall extend and apply to the works authorised by this Act.

Period for compulsory purchase of lands.

28. The powers of the Company for the compulsory purchase of lands for the purposes of the railways authorised by this Act shall not be exercised after the expiration of three years from the passing of this Act.

Lands for extraordinary purposes.

29. The Company may from time to time purchase by agreement any quantity of land not exceeding in the whole two acres, for any of the extraordinary purposes specified in "The Railways Clauses Consolidation Act, 1845."

Limiting time for completion of works.

30. The railways and works by this Act authorised shall be completed within three years from the passing of this Act, and upon the expiration of that period all the powers by this Act granted for making the said railways and works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as shall then be completed.

31. The powers of the Company for the compulsory purchase of land for the purposes of the railway No. 1 in the Act of 1866, and authorised to be altered by this Act, are hereby revived, and shall continue in force for two years from the passing of this Act, and the time for the completion of that railway is hereby extended, and shall continue for three years from the passing of this Act.

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Revival and extension of powers as to portion of railway authorised by Act of 1866.

32. Subject to the provisions herein contained, the new and altered lines of railway and works connected therewith by this Act authorised shall, for all purposes of tolls, rates, and charges, and for all other purposes whatsoever, be substituted for the railways and works authorised by the Act of 1866, and be part of the railway of the Company as if authorised by that Act, and the lands and property from time to time acquired by the Company under the Act of 1866 and this Act, and the railways and works herein-before described, shall be the undertaking and property of the Company, as if the Company had by the Act of 1866 been authorised to acquire, make, and maintain the same; and section 40 of that Act, and the bond given thereunder, shall be read and have effect as if the period limited by this Act for the completion of the railway had been in that section referred to, instead of the period limited by that Act.

New railways and works to be Company's undertaking.

33. In addition to the capital which the Company are by the Act of 1866 authorised to raise, they may, for the purpose of doubling their line of railway, raise by the creation and issue of new ordinary shares of twenty pounds each any further sums not exceeding in the whole three hundred thousand pounds.

Additional capital for doubling line.

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

Shares not to issue until one fifth paid.

35. One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Calls.

36. Subject to the provisions of this Act, the Company, with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, may from time to time divide any share in the capital authorised by this Act into half shares, of which one shall be called "preferred half share" and the other shall be called "deferred half share:" Provided always, that the Company shall

Power to divide shares.

A.D. 1871. — not divide any share under the authority of this Act unless and until sixty per centum upon such share has been paid up; and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon), and the residue to the credit of the preferred half share.

Certain provisions of the Act of 1866 extended to this Act.

37. The provisions contained in sections 10, 11, 12, 13, 14, 15, and 16 of the Act of 1866, with respect to preferred and deferred half shares, shall extend and apply to the additional capital authorised by this Act, as if those provisions had been repeated in or incorporated with this Act.

Power to borrow on mortgage.

38. The Company may from time to time, by virtue of and for the purposes of this Act, borrow on mortgage any sum not exceeding in the whole one hundred thousand pounds, but no part thereof shall be borrowed until the whole additional capital of three hundred thousand pounds is subscribed for, issued, and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under section 40 of the Companies Clauses Consolidation Act, 1845, before he so certifies, that the whole of that capital has been subscribed for, issued, and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share therein has been paid on account thereof before or at the time of the issue or acceptance thereof, and that that capital was issued bonâ fide, and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and on production to such justice of the books of the Company, and of such other evidence as he thinks sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Arrears may be enforced by appointment of a receiver.

39. The mortgagees of the Company under this Act may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver, and in order to authorise the appointment of a receiver in respect of principal, or principal and interest, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Company to abandon previously authorised lines.

40. The Company shall abandon the construction of the railway No. 2 authorised by the Act of 1866.

Compensation for damage to

41. The abandonment by the Company, under the authority of this Act, of any portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of

“The Lands Clauses Consolidation Act, 1845,” for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil or setting out of the line of railway, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation in accordance with the provisions in that behalf of “The Railways Clauses Consolidation Act, 1845,” for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the last-mentioned Act, or the Act of 1866, or the Act of 1868.

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land by
entry, &c.
for purposes
of railway
abandoned.

42. Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railway or works authorised to be abandoned by this Act, and which shall not be required for the purposes of any of the works by this Act authorised, full compensation shall be made by the Company to the owners and occupiers, or other persons interested in such lands, for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by “The Lands Clauses Consolidation Act, 1845,” for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Compensa-
tion to be
made in
respect of
railway
abandoned.

43. The Company on the one part, and the Great Western Railway Company on the other part, may from time to time enter into and carry into effect contracts or agreements with respect to the following purposes or any of them, and any incidental matters; (that is to say,)

Traffic
arrange-
ments.

The working, use, management, and maintenance of the undertaking of the Company, or any part or parts thereof:

The supply of rolling stock and plant:

The payments to be made and the conditions to be performed with respect to such working, use, management, and maintenance:

The interchange, accommodation, and conveyance of traffic coming from or destined for the respective undertakings of the contracting Companies:

The division and appropriation of the revenue arising from that traffic:

The application of funds and the appointment of joint committees for carrying into effect any such agreement as aforesaid:

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And any such contract or agreement may be made for the same period of time with reference to all the purposes of the contract, or for different periods with reference to different purposes.

Railways to be deemed continuous as to toll.

44. In estimating tolls, fares, rates, or charges, when the railways by this Act authorised, or any part thereof, are or is from time to time worked over by any company other than the Company, the same and the several other railways from time to time worked over by such other company shall be deemed one continuous line of railway.

Saving rights of the Duchy of Lancaster.

45. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorise the Company to take, use, or in any manner interfere with any land, soil, tenements, or hereditaments, or any rights, of whatsoever nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of her Duchy of Lancaster, without the consent in writing of the Chancellor for the time being of the said duchy, on behalf of Her Majesty, first had and obtained for that purpose (which consent the said Chancellor is hereby authorised to give); and as incidental to any such consent as aforesaid, the said Chancellor, in the name of Her Majesty, and under the seals of the Duchy and County Palatine of Lancaster, may convey to the Company any land, hereditaments, or rights belonging to Her Majesty in right of her said duchy which may be required for the purposes of the said Act; and nothing in the said Act or Acts contained shall divest, take away, prejudice, diminish, or alter any estate, right, privilege, power, or authority now or from time to time vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors, in right of the said duchy.

Saving rights of the Crown in the foreshore.

46. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorise the Company to take, use, or in any manner interfere with any portion of the shore or bed of the sea, or of any river, channel, creek, bay, or estuary, or any right in respect thereof, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give); neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Saving rights of the Crown.

47. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorise the Company to take, use, or in any manner interfere with any land, soil, tenements, or hereditaments,

or any rights, of whatsoever nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of her Crown, and under the management of the Commissioners for the time being of Her Majesty's Woods, Forests, and Land Revenues, without the previous consent in writing of the Commissioners for the time being of Her Majesty's Woods, Forests, and Land Revenues, or one of them, on behalf of Her Majesty, first had and obtained for that purpose (which consent such commissioners are hereby respectively authorised to give); and nothing in the said Act or Acts contained shall divest, take away, prejudice, diminish, or alter any estate, right, privilege, power, or authority now or from time to time vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

48. It shall not be lawful for the Company to pay interest or dividend to any shareholder on the amount of calls made in respect of the shares held by him in the capital of the Company: Provided always, that nothing herein contained shall be deemed to prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of calls actually made as shall be in conformity with the provisions in "The Companies Clauses Consolidation Act, 1845," in that behalf contained.

Interest or dividends not to be paid on calls paid up.

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

Deposit for future Bills not to be paid out of Company's capital.

50. Nothing in this Act contained shall exempt the railways by this Act authorised to be made from the provisions of any general Act relating to railways, or to the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels.

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

51. All costs, charges, and expenses of and incident to the obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

Expenses of Act.