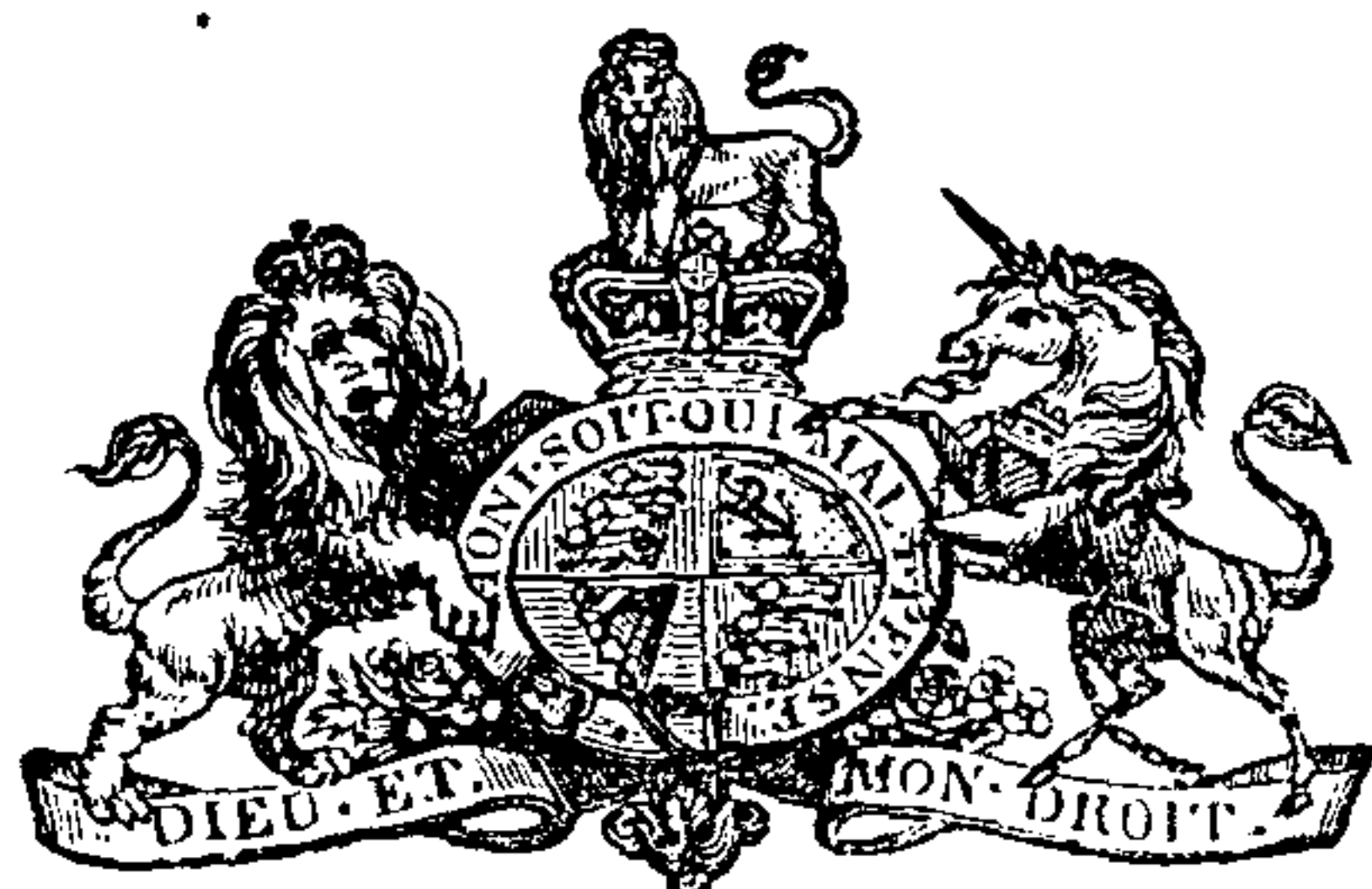




CHAPTER lvii.

An Act for conferring further powers on the Cheshire Lines Committee, and upon the three Companies represented upon that Committee; for amending the Acts relating to and making further provision respecting the Railways and Works belonging to or under the management of the Committee; and for other purposes. A.D. 1872.

[27th June 1872.]

WHEREAS it is expedient that further powers in various respects be conferred upon the Cheshire Lines Committee incorporated by the Cheshire Lines Act, 1867, and upon the three Companies represented upon that Committee; viz., the Manchester, Sheffield, and Lincolnshire Railway Company, the Great Northern Railway Company, and the Midland Railway Company:

And whereas it is expedient that section 11 of the Manchester, Sheffield, and Lincolnshire Railway Company and Cheshire Lines Committee Act, 1871, which enacts that the Committee shall not use gunpowder or any other explosive substance in the construction of the works authorised by that Act between Seel Street and Parliament Street in the borough and parish of Liverpool, should be repealed and further provisions enacted in lieu thereof:

And whereas by section 10 of the Cheshire Lines Act, 1866, powers were granted to the three Companies represented upon the Committee to stop up certain streets and highways, and amongst others a part of King Street in Heaton Norris in the borough of Stockport, and also to make two new streets in Heaton Norris, and it was by the same section provided that, until the said two new streets should be constructed and dedicated to the public, it should not be lawful to stop up King Street:

And whereas the said powers to stop up King Street and form the said two new streets have not been exercised and have now expired:

And whereas it is expedient that a portion of King Street should be stopped up, and that the Cheshire Lines Act, 1866, so far as it relates to the matters aforesaid, should be amended:

2. And whereas the objects aforesaid cannot be attained without the authority of Parliament :

And whereas plans and sections describing the lines and levels of works authorised by this Act, and books of reference to those plans containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of lands in the lines of the proposed works or within the limits of deviation as defined on the plans, and describing those lands, and plans of other lands by this Act authorised to be taken compulsorily, with like books of reference thereto, have been deposited with the clerk of the peace for the county of Lancaster (which are in this Act referred to as the deposited plans, sections, and books of reference) :

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

Short title.

1. This Act may be cited as the Cheshire Lines Act, 1872.

Provisions
of general
Acts herein
named in-
corporated.

2. The following enactments (as far as the same respectively are applicable for the purposes of and not varied by or inconsistent with this Act), are hereby incorporated with this Act ; (namely,)

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869 :

The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the matters following ; (that is to say,) the distribution of the capital of the Company into shares, the transfer or transmission of shares, the payment of subscriptions and the means of enforcing the payment of calls, the forfeiture of shares for non-payment of calls, the remedies of creditors of the Company against the shareholders, the borrowing of money of the Company on mortgage or bond, the conversion of the borrowed money into capital, the consolidation of the shares into stock, the general meetings of the Company and the exercise of the right of voting by the shareholders, the making of dividends, the giving of notices, and the affording access to the special Act by all parties interested :

The Railways Clauses Consolidation Act, 1845 :

Part I. of the Railways Clauses Act, 1863, relating to the construction of a railway :

Parts I., II., and III. of the Companies Clauses Act, 1863, relating respectively to cancellation and surrender of shares, additional capital, and debenture stock.

Interpre-
tation of
terms.

3. In this Act—

“The Sheffield Company” means the Manchester, Sheffield, and Lincolnshire Railway Company :

“The Great Northern Company” means the Great Northern Railway Company: A.D. 1872.

“The Midland Company” means the Midland Railway Company:

“The three Companies” means the Manchester, Sheffield, and Lincolnshire Railway Company, the Great Northern Railway Company, and the Midland Railway Company:

“The Committee” means the Cheshire Lines Committee:

“The Corporation” means the mayor, aldermen, and burgesses of the borough of Liverpool:

“The South Junction Railway” means the Manchester South Junction and Altrincham Railway:

“The South Junction Company” means the Manchester South Junction and Altrincham Railway Company:

Terms to which meanings are assigned in enactments incorporated with this Act or which have therein special meanings have in this Act the same respective meanings; and in this Act and for the purposes of this Act in any enactments incorporated with this Act the term “court of competent jurisdiction” shall have effect as if the debt or demand with respect to which it is used was a common simple contract debt, and not a debt or demand created by statute; and the term “superior court” shall include any court of competent jurisdiction; the expressions “the railway” and “the undertaking” shall mean respectively the railway and the undertaking by this Act authorised; “the promoters of the undertaking” and “the Company” shall mean and apply to the Committee.

4. Subject to the provisions of this Act and of the enactments incorporated with this Act, the Committee may enter on, take, and use such of the lands described in the deposited plans and books of reference as they require for purposes of works authorised by this Act or other purposes of the undertaking, belonging to or under the management of the Committee.

Power to Committee to take lands referenced.

5. Subject to the provisions of this Act and of the enactments incorporated with this Act, the Committee may make and maintain in and according to the lines and levels shown on the deposited plans and sections the railway and works in this section described, with all proper stations, approaches, works, and conveniences connected therewith; (that is to say,)

Power to Committee to make and maintain new railway.

(1.) A railway one mile two furlongs six chains and seventy-five links in length, commencing by a junction with the railway of the Committee in the township of Stretford in the parish of Manchester in the county of Lancaster, and terminating at the southerly side of a certain street in the city and parish of Manchester aforesaid, called Windmill Street.

A.D. 1872.

Description
of works.

6. Subject to the provisions of this Act and of the enactments incorporated with this Act, the Committee may execute in and according to the lines and levels shown on the deposited plans and sections the works in this section described, with all proper approaches and conveniences connected therewith; (that is to say,)

(1.) The stopping up, wholly or in part, of the following streets or roads and highways in the township and parish of Manchester; (that is to say,) the whole of Newberry Street, Back Newberry Street, so much of Great Mount Street as lies between its point of junction with Watson Street and the east side of Rainforth Street where that street joins or runs into Great Mount Street aforesaid, the whole of Rainforth Street, Bishopsgate Street, Back Lombard Street, and Warriner's Buildings, so much of Fleet Street as lies between the junction of that street with Watson Street and the east side of Bishopsgate Street where that street joins Fleet Street aforesaid, and so much of Lombard Street as lies between the point where that street is intersected by Bishopsgate Street and a point nineteen yards or thereabouts distant in an easterly direction from where Lombard Street aforesaid joins Strand Street:

(2.) The stopping up, wholly or in part, of so much of King Street, in the township of Heaton Norris in the said parish of Manchester, as lies between the junction of that street with George's Road and the point where Bank Street runs into or joins King Street aforesaid:

(3.) The stopping up, wholly or in part, of the following streets or roads and highways in the parish and township of Liverpool; (that is to say,) Fairclough Street, and so much of Lawton Street as lies between the west side of Fairclough Street and the west side of Cropper Street.

Vesting of
stopped up
roads in
parish of
Manchester
in Com-
mittee.

7. On the Committee stopping up in pursuance of this Act any roadway or street in the parish of Manchester, all rights of way and other rights and easements over such portions of the respective roadway and street as are so stopped up shall be by virtue of this Act extinguished, and the site of those portions shall vest absolutely in the Company.

Vesting of
stopped up
roads in
Liverpool in
Committee.

8. So soon as the whole of the property abutting upon both sides of the portion of Lawton Street and the whole of Fairclough Street, both in Liverpool aforesaid, hereby authorised to be stopped up, has been acquired, all rights of way and other rights and easements over such portion of Lawton Street and the whole of Fairclough Street as are hereby authorised to be stopped up shall be extinguished, and the site thereof shall vest absolutely in the Committee.

9. The Committee shall within three months from the passing of this Act remove all obstructions made by them in King Street, Heaton Norris; and before they shall stop up or discontinue King Street as a public street they shall construct a new street fourteen yards in width, commencing at or near the junction of George's Road and King Street, Heaton Norris, and terminating in Hope Street, Heaton Norris, at or near the point where Norris Street and Hope Street intersect each other, and of a uniform gradient throughout; and before the expiration of two years from the formation of the said new street the Committee shall widen all such portion of Norris Street, Heaton Norris, as lies between Hope Street and Bank Street, Heaton Norris, so as to make the same sixteen yards wide, and shall also sewer, pave, flag, curb, and channel the said new street, and also the said portion of Norris Street, to the reasonable satisfaction of the borough surveyor of Stockport, after which the said new street and portion of Norris Street shall be kept in repair by the local board of the borough of Stockport.

A.D. 1872.
As to works
in Stockport.

10. Nothing in section 10 of the Cheshire Lines Act, 1866, contained with reference to the stopping up of King Street, Heaton Norris, shall affect the powers by this Act granted, and all restrictions and obligations on the Committee in respect of or connected with the stopping up of King Street contained in that section, except as in this Act provided, are hereby repealed.

Repeal of
certain obli-
gations in
Cheshire
Lines Act,
1866.

11. In exercising within the borough of Liverpool in the county of Lancaster the powers of this Act, the Committee shall conform to and observe the provisions, regulations, and restrictions contained in the 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th sub-sections of the 12th section of the Cheshire Lines Act, 1866, and also the following provisions, regulations, and restrictions; (that is to say,)

As to works
in Liverpool.

(1.) If the Committee shall make any opening for carriages, carts, or other vehicles from the lands authorised to be acquired into Ranelagh Street, the fence wall of the said lands or the buildings to be erected thereon, adjoining Ranelagh Street, as the case may be, shall be set back for a distance of not less than ten feet in width for the whole length of the frontage of the land acquired in or towards Ranelagh Street, from the north-east corner of the present station, and that such space shall be added to and form part of Ranelagh Street, and be flagged by the Committee to the satisfaction of the Corporation:

(2.) The Committee shall not erect any building adjoining the portion of Lawton Street not authorised to be stopped up beyond the line of the existing buildings therein:

A.D. 1872.

Confirmation
of agreement
with the
trustees of
the Duke
of Bridge-
water.

For protec-
tion of the
Manchester
South Junc-
tion and
Altrincham
Railway
Company.
At crossing.

At other
places.

Land.

Against
obstructing
railway and
traffic.

12. The agreement set forth in the schedule to this Act is hereby confirmed and made binding on the parties thereto. The railway therein described as Railway No. 1 being the railway by this Act authorised.

13. Whereas the railway by this Act authorised from a point at or near its commencement with the railway of the Committee will run for some distance parallel with and near to the Altrincham branch of the South Junction Railway, and near Castlefield Junction will cross over the main line of the South Junction Railway: Therefore the following provisions shall apply to and be obligatory with regard to the railway hereby authorised:

- (1.) The bridge by which the railway shall be carried over the main line of the South Junction Railway at Castlefield aforesaid, shall be constructed with perpendicular piers, erected on each side of the said main line, and in such manner as to leave a clear space between such piers of fifty-four feet measured at right angles to the said main line, and a clear headway for the whole of that space of fifteen feet at least above the level of the rails of the said main line, and such piers shall be placed not nearer to the centre line of the viaduct which carries the said main line than twenty-seven feet:
- (2.) The works to be constructed under the powers of this Act shall not be at any time erected or placed nearer than two feet to any viaduct, bridge, retaining wall, or other the works of the South Junction Railway, without the consent of the South Junction Company, under their corporate seal:
- (3.) The Committee shall not purchase or take any of the lands or works of the South Junction Company, but the Committee may purchase and take, and that company shall and may sell and grant, an easement or right of using the same for the purposes for which the Committee might otherwise have purchased and taken the same:
- (4.) It shall not be lawful for the Committee, or their contractors, agents, servants, or workmen, in constructing the works by this Act authorised, to obstruct or impede the traffic of the South Junction Railway, or to prevent or impede the convenient passage of engines, carriages, or waggons to, from, or along the same. And if such traffic or such passage of engines, carriages, and waggons be obstructed or impeded the Committee shall forfeit and pay to the South Junction Company the sum of twenty pounds an hour by way of ascertained damages for every hour during which such obstruction shall continue:

- (5.) The Committee shall be responsible for and make good to the South Junction Company all costs, losses, damages, and expenses to be sustained by them by reason of any damage to be occasioned to their railway works or property or to the traffic thereon, or otherwise, by reason of the execution or defect in execution, whether by the Committee or their contractors, agents, workmen, or servants, of the powers of this Act, and shall indemnify the South Junction Company from all claims and demands upon or against them by reason of any such execution or default therein or arising therefrom : A.D. 1872.
And to make compensation for injury by works.
- (6.) The Committee shall pay to the South Junction Company on demand the expense of the employment by them of such inspectors and watchmen as the last-mentioned company may consider necessary for watching the construction of the works by this Act authorised, so far as the same affect the said last-mentioned company, and preventing as far as may be interference, obstruction, danger, and accident, to arise whether from the operations of the Committee or from acts or defaults of their contractors, agents, workmen, or servants, or otherwise : Watchmen.
- (7.) Except as expressly provided in this Act, nothing herein contained or authorised shall take away, diminish, alter, or prejudice any of the rights, interests, powers, privileges, or authorities of the South Junction Company. Preservation of rights.
14. The railway shall for the purposes of tolls, rates, and other purposes be deemed part of the undertaking of the Committee. Railway to be part of undertaking.
15. The quantity of land to be taken by the Committee by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed one acre. Lands for extraordinary purposes.
16. The power of the Committee for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act. Powers for compulsory purchases limited.
17. The railway shall be completed within five years from the passing of this Act, and if the same shall not be completed within that period, then on the expiration thereof the powers of this Act granted to the Committee for making and completing the railway or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as shall then be completed. Period for completion of works.
18. The Committee shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or Houses of labouring classes.

A.D. 1872.

lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and they shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention to take the same.

Imposing
penalty un-
less railway
be opened.

19. If the Committee fail within the period limited by this Act to complete the railway, the Committee shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and open for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act 17 & 18 Vict. cap. 31, known as the Railway and Canal Traffic Act, 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act 17 & 18 Vict. cap. 31, to an account opened or to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England, in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade, that the Committee was prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing
for appli-
cation of
penalty in
compensa-
tion to par-
ties injured
by non-com-
pletion of
railway.

20. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Committee by this Act of taking property for the purposes of such railway, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such

compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Committee.

A.D. 1872.

21. The Great Northern Company may apply towards the execution of the purposes of this Act any money which they are already authorised to raise, and which is not required by them for the purposes for which the same was authorised to be raised of their undertaking, and may for the purposes of this Act from time to time raise, in addition to the sums of money which they are already authorised to raise, any further sums not exceeding in the whole one hundred and sixty-seven thousand pounds, by the creation of new shares or stock in their undertaking, which shares or stock shall form part of the general capital of the company, and may be issued at such price (being not less than the nominal value thereof,) and upon such other terms and conditions as may be determined on by three fourths at least of the votes of shareholders present in person or by proxy at any extraordinary general meeting of the company convened with due notice of the object.

Great
Northern
Company
may apply
funds and
raise addi-
tional capital.

22. The Great Northern Company may, with the consent of three fourths at least of the votes of their shareholders present personally or by proxy at any extraordinary general meeting convened with due notice of the object, attach to all or any of the shares to be created under the powers of this Act a preferential dividend, and may also attach to the said shares a condition that the same may be redeemed upon conditions to be stated in the resolutions creating the same, and to be notified on the certificates of such shares; and for the purpose of redeeming the same or any part thereof the company may create and issue, from time to time, fresh ordinary or preference shares.

Privileges
may be
attached to
new shares.

23. If in the first half of any year commencing on the first day of January there be profits applicable for the purposes of dividend upon the ordinary shares or stock of the Great Northern Company after satisfying the dividend and arrears of dividend (if any) due upon any other preference shares or stock of the company previously created and issued, and also the dividend for such half year on the shares, preference shares, or stock to be created and issued under the powers of this Act, the company may declare a dividend for such half year on such ordinary shares or stock.

As to divi-
dends for
first half
year.

24. The proprietors of any shares to be issued by the Great Northern Company under the authority of this Act shall be entitled

Votes of
proprietors
of such
shares.

A.D. 1872. to such number of votes in respect thereof as the nominal amount represented by such shares would have entitled them to if the same had been original shares of the company.

Power to
Great
Northern
Company
to borrow.

25. The Great Northern Company may from time to time, under the powers of this Act, borrow any additional sum of money not exceeding fifty-five thousand pounds, either by mortgage of their undertaking or by the issue of debenture stock in pursuance of the powers and subject to the limitations and restrictions contained in the Great Northern Railway Company's Increase of Capital Act, 1863.

Power for
Sheffield
Company
to apply
authorised
capital.

26. The Sheffield Company may from time to time apply towards the execution of the purposes of this Act any money which they are for the time being, independently of this Act, authorised to raise, and which is not required for the purposes for which it was authorised to be raised.

Power for
Sheffield
Company
to raise
additional
share capital.

27. In addition to such share capital as the Sheffield Company are for the time being, independently of this Act, authorised to raise, they may from time to time, by virtue and for the purposes of this Act, raise such sums as they think requisite, not exceeding in the whole the sum of one hundred and sixty-seven thousand pounds.

Mode of
raising
additional
share capital.

28. The additional share capital by this Act authorised to be raised by the Sheffield Company shall be raised by the creation and issue of new shares or new stock, ordinary or preference, or partly ordinary and partly preference, as the company from time to time think fit.

New shares
to be subject
to same pro-
vision as
shares
existing.

29. Except as by or under the authority of this Act or any Act incorporated wholly or in part with this Act is otherwise provided, the additional share capital to be created by the Sheffield Company under this Act, and the shares therein, and the holders of those shares respectively, shall be entitled and subject to the same powers, rights, privileges, and liabilities in all respects as if that new capital were part of the ordinary share capital of the company existing at the passing of this Act, and those shares were shares in that ordinary capital.

Power to
borrow on
mortgage.

30. In addition to any sum which the Sheffield Company are for the time being, independently of this Act, authorised to raise by mortgage, they may from time to time borrow on mortgage any sums not exceeding in the whole the sum of fifty-five thousand pounds.

Power to
Midland
Railway
Company to
create new
capital.

31. The Midland Company may raise for the purposes of this Act, by the creation and issue of new shares, such amount of capital as they think fit, not exceeding one hundred and sixty-seven thousand pounds, and such new shares may be either ordinary or

preferential, or part ordinary and part preferential, as the company may from time to time determine. A.D. 1872.

32. If at any time of the creation of new shares under this Act the then existing ordinary consolidated stock in the Midland Company be at a premium or of greater actual value (according to the market price thereof in the city of London) than the nominal value thereof, such new shares shall be of such amounts (not other than an integral number of pounds sterling) per share as will allow the same to be conveniently apportioned amongst the then holders of all shares or stock in the company (other than and except shares or stock to which any guaranteed or preferential dividend of a fixed amount, without further participation in the profits of the company, shall have been assigned) in proportion to the number of shares or amount of stock held by them respectively, and such new shares may be either of one class or of different classes, and the directors of the company may from time to time (but subject to the provisions of this Act) fix the amounts and terms of payment of the calls on the new shares created under the powers of this Act; and every holder of shares or stock in the company at the time of such creation as aforesaid, other than and except as aforesaid, shall in such proportion as aforesaid be entitled to an allotment of the new shares according to the provisions of this Act, and no holder of any shares or stock entitled to a fixed amount of dividend without further participation in the profits of the company shall be entitled to any appointment of any such new shares.

As to amount and issue of new shares.

33. The Midland Company may from time to time, if they think fit, attach to all or any new shares or any class of new shares created under the powers of this Act any total or partial, permanent or temporary, restriction of the rights of voting and other qualifications of the holders thereof.

Votes in respect of new shares.

34. All shares of the same class created by the Midland Company under this Act shall confer like privileges, and shall bear like dividends or interest, and be subject to like restrictions (if any).

Shares of same class to have like privileges.

35. All new shares created by the Midland Company under this Act shall vest in and belong to the then shareholders who shall accept the same and pay the first instalment thereon to the amount and at the time which shall be fixed by the directors and specified in the letter offering the new shares.

Vesting or other disposition of new shares.

36. If any shareholder of the Midland Company for one month after such offer of new shares fail to accept the same and pay the same instalment called for in respect thereof, then the company may authorise the directors to dispose of the same in such manner as they may deem most for the advantage of the company.

Shares not accepted may be disposed of by the company.

A.D. 1872.

Qualification
of new
shares.

37. Except as by or under the powers of this Act otherwise provided, all new shares issued by the Midland Company under the powers of this Act shall, in proportion to the aggregate amount from time to time paid up on the new shares held by the same person at the same time, entitle the respective owners thereof to the same dividends and profits, and confer on them the like qualifications and the like rights of voting as the like amount paid up on existing shares or stock of the company (other than and except as aforesaid): Provided always, that unless otherwise determined by the meeting sanctioning the new shares, no person shall be entitled to vote in respect of any of the new shares to which a fixed or preferential dividend or other special advantages shall be assigned.

Power to
raise capital
under any
other Act of
this session
and this Act
by new
shares of
one class.

38. If by any other Act passed in the present session of Parliament, whether before or after the passing of this Act, the Midland Company be authorised to raise any capital by new shares, then, subject to the provisions of the other Act and this Act respectively, the company, if they think fit, may raise by the creation and issue of new shares of one and the same class all or any part of the aggregate capital which they are by the other Act and this Act respectively authorised to raise by the creation and issue of new shares.

Saving
rights of
existing
preference
shareholders.

39. This Act, or anything therein contained, shall not prejudice or affect any preference or priority in the payment of interest or dividend on any other shares or stock which shall have been granted by the Midland Company in pursuance of or which may have been confirmed by any previous Act of Parliament, or which may otherwise be lawfully subsisting, or any dividend on any Midland mortgage, preference shares, or stock, or any payment in respect of Midland annuities.

Borrowing
power for
Midland
Company.

40. The directors of the Midland Company may borrow on mortgage such sums of money as shall from time to time be authorised to be borrowed by any order of any general or special meeting of the company, not exceeding in the whole the sum of fifty-five thousand pounds in addition to the sums which they are or may be authorised to borrow by any other Act or Acts of Parliament.

Shares not
to vest until
fifth part
paid up.

41. The three Companies respectively shall not issue any share created under the authority of 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 part of the amount of such share shall have been paid up in respect thereof.

Limit of
amount and
number of
calls.

42. The amount of any one call to be made upon the shares created by the three Companies respectively under the powers of this Act shall not exceed one fourth of the amount of such shares, and

there shall be an interval of two months at least between every two successive calls, and not more than three fourths of the amount of each share shall be called up in any one year. A.D. 1872.
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43. The three Companies respectively shall not borrow any money under this Act until the whole of their respective additional share capital authorised by this Act is subscribed for, issued, and accepted, and until one half thereof is actually paid up, and until they respectively prove to the justice who is to certify under section forty of the Companies Clauses Consolidation Act, 1845, before he so certifies, that the whole of their respective additional share capital has been 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 has been paid up on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the subscribers or their assigns, those subscribers or their assigns being legally liable for the same; and upon production to such justice of the books of the company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof. Restrictions
on new
borrowing
power.

44. The mortgagees under this Act of each of the three Companies may enforce payment of arrears of interest, or of principal and interest, due on their mortgage, by the appointment of a receiver. The amount of principal in arrear to authorise an application for a receiver shall be five thousand pounds. For appoint-
ment of a
receiver.

45. All mortgages granted by the three Companies respectively before the passing of this Act shall, during their respective continuance, have priority over any mortgage granted by them respectively under this Act. Priority of
mortgages.

46. The three Companies respectively may create and issue debenture stock. Debenture
stock.

47. All money raised by the three Companies respectively under this Act, either as additional share capital or by borrowing or by debenture stock, shall be applied to the purposes of this Act, and not otherwise. Application
of money.

48. Section eleven of the Manchester, Sheffield, and Lincolnshire Railway Company and Cheshire Lines Committee Act, 1871, is hereby repealed, and in lieu thereof it is enacted as follows : Repeal of
prohibition
against use
of explosive
substances
at Liverpool,
and provi-
sion in lieu
thereof.

(1.) In the construction of the tunnel between Seel Street and Parliament Street in the borough of Liverpool, the Committee shall drive a heading at least nine feet square for the whole length of the tunnel without the use of gunpowder or any other explosive substance :

A.D. 1872.

(2.) After completing the portion of such heading between any two shafts or openings, the Committee may, with the previous written consent of the Corporation under the hand of the town clerk, use gunpowder or some other explosive substance in the construction of the portion of the said tunnel between such shafts or openings, and the Corporation are hereby empowered from time to time to give the required consent, revocable on notice, and subject to such other conditions and regulations as may be prescribed therein; provided that the use of such gunpowder or explosive substance shall only be permitted between the hour of seven o'clock in the morning and seven o'clock in the evening, and the Committee shall be liable to any damages, costs, or expenses which the Corporation or any person or company may sustain or be put to in consequence of the use thereof, whether the Committee or their contractors, agents, or servants are guilty of negligence or not:

(3.) The amount of any such damages, costs, or expenses as aforesaid alleged to have been sustained, shall from time to time be certified by Charles Edward Cawley, of Manchester, civil engineer, or failing him by Elias Dorning, of Manchester, civil engineer, or failing him by an arbitrator to be appointed by the Board of Trade, and such certificate shall be conclusive evidence, without any further proof, of the liability of the Committee for the amount of such damages, costs, and expenses, and of the right of the Corporation, or person, or company therein named to receive the same, and the same shall be recoverable in any court of competent jurisdiction:

(4.) Except as herein-before provided the Committee shall not use gunpowder or any other explosive substance in the construction of the works between Seel Street and Parliament Street.

Interest not
to be paid
on calls paid
up.

49. The three Companies respectively shall not, out of any money by this Act authorised to be raised by calls or by borrowing, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him, but this Act shall not prevent any company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with The Companies Clauses Consolidation Act, 1845.

Deposits for
future Bills
not to be

50. The three Companies respectively shall not, out of money by this Act authorised to be raised, pay or deposit any sum which, by

any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising any company to construct any other railway, or to execute any other work or undertaking. A.D. 1872.
paid out of
capital.

51. Nothing in this Act shall exempt any railway by this Act authorised from the provisions of any general Act relating to railways, or 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 rates of fares and charges or of rates for small parcels. Railway not
exempt from
provisions
of present
and future
general Acts.

52. The costs, charges, and expenses preliminary to, and of and incidental to the preparing of, applying for, and obtaining and passing of this Act, shall be paid by the Committee. Expenses of
Act.

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S C H E D U L E.

THIS INDENTURE, made the thirteenth day of April 1872, between the Cheshire Lines Committee (herein-after called "the Committee") of the first part, the Right Honourable John Frederick Vaughan Campbell, Earl of Cawdor, the Honourable Algernon Egerton of the Old Hall in Worsley in the county of Lancaster, and the Honourable George Henry Charles Byng (commonly called Viscount Enfield), trustees acting under and in execution of the trusts of the will of the Most Noble Francis late Duke of Bridgewater (herein-after called "the trustees") of the second part, and the Company of Proprietors of the Mersey and Irwell Navigation (herein-after called "the proprietors") of the third part. Whereas the Committee are prosecuting a Bill in Parliament called "The Cheshire Lines Committee Bill, 1872," (herein-after called "the Bill") for (inter alia) making a railway (therein and herein-after designated Railway No. 1), commencing by a junction with the railway of the Committee in the township of Stretford in the county of Lancaster, and terminating on the southerly side of a certain street in the city of Manchester aforesaid, called Windmill Street: And whereas Railway No. 1 will cross or pass over and otherwise interfere with the canal belonging to the trustees (herein-after called "the Bridgewater Canal") and the navigation thereof, and the Mersey and Irwell Navigation, and the canals and other property of the said proprietors, and the docks, basins, wharfs, quays, landing-places, warehouses, roads, and other works and conveniences connected with such canals and navigation respectively, and other property belonging to or held by the trustees and proprietors respectively: And whereas, in order to induce the trustees and the proprietors to abstain from opposing the passing of the Bill, so far as relates to Railway No. 1, it has been agreed that these presents shall, if Parliament will permit, be inserted in the Bill and confirmed and enacted, that the Committee shall use their best endeavours to procure the insertion of such clauses in the Bill, and that they shall enter into the covenants and agreements herein-after contained on their part to be performed and observed. Now this indenture witnesseth, that in consideration of the trustees and the proprietors agreeing not to oppose the passing of the Bill, so far as relates to Railway No. 1, amended as proposed by these presents and the schedule hereto, they, the Committee, for themselves and their assigns, do hereby covenant, promise, and agree with and to the trustees, their heirs and assigns, and other the owner and owners for the time being of the Bridgewater Canal, and as a separate covenant with the proprietors and their assigns; and in consideration of the premises they, the trustees, for themselves and their heirs and assigns, covenant, promise, and agree; and they, the proprietors, do hereby, for themselves and their assigns, covenant, promise, and agree with the Committee and their assigns in manner following; (that is to say,)

Article 1.

The Committee shall cause this agreement to be scheduled to the Bill as now printed, and deposited in the Private Bill Office of the House of Commons,

and the Bill to be amended, by inserting therein a clause confirming and enacting the same (if Parliament will so permit), and shall cause the said amendment to be made and deposited in the Private Bill Office before going into committee on the Bill, and use their best and utmost endeavours to procure such several clauses and provisions to be inserted in the Act so intended to be obtained as aforesaid.

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Wherever in this agreement the word "lands" is used it shall include canals, docks, basins, wharves, quays, landing-places, locks, warehouses, roads, towing-paths, and other works and conveniences connected therewith; and the word "railway" shall include all works usually connected therewith; and "canal" shall include canal basin, or branch canal, and locks and all works connected therewith; and the word "navigation," or the words "Mersey and Irwell Navigation," shall include any canal basin, or branch canal, and locks and all works connected therewith. Article 2.

The Committee shall acquire and purchase from the respective owners thereof so much of the land and premises as shall be on or covered by or be on the southerly side of the line of Railway No. 1 between the land numbered 41, in Manchester, on the plans of Railway No. 1 deposited with the clerk of the peace for the county of Lancaster, and Deansgate No. 60, in Manchester, in such plans, as soon as conveniently may be after the works shall be completed; and before Railway No. 1 shall be open for traffic, shall give up possession, and, with all possible expedition, well and effectually convey and assure to the trustees acting in execution of the trusts of the will of the said Duke, their heirs and assigns (if the trustees, their heirs or assigns, or other the owner or owners for the time being of the Bridgewater Canal shall so elect), so much of the lands and premises so purchased and acquired as shall not be required for the sites of the abutments and piers of the bridges and viaduct of and belonging to Railway No. 1 within and over the lands and premises so purchased and acquired and Deansgate aforesaid; the trustees, their heirs or assigns, or other the owner or owners for the time being of the Bridgewater Canal paying for such land to the Committee such a price or sum as shall be agreed upon between them, or failing agreement as shall be settled by arbitrators or an umpire to be appointed in manner prescribed by the Railway Company's Arbitration Act, 1859; but excepting and reserving to the Committee and their assigns full liberty, power, and authority from time to time and at all times to survey, maintain, and repair the Railway No. 1 in, over, or through the lands and premises so to be conveyed and assured as aforesaid, the Committee and their assigns from time to time making reasonable satisfaction and compensation for all damage or injury which may be done or occasioned by the exercise of any liberty, power, or authority which shall be so excepted or reserved. Article 3.

Land to be taken into account in estimating compensation.

4. Unless the parties hereto, or their respective heirs or assigns, shall otherwise mutually agree, Railway No. 1, from and to the eastward of the westerly side of the towing-path of the Bridgewater Canal, No. 13, in Hulme, on the deposited plans, shall, so far as the same shall be in or upon any lands belonging to or occupied by the trustees, or belonging to or occupied by the proprietors, be carried in, through, over, and upon such respective lands by means of a viaduct upon arches or girders; and all abutments, piers, and pillars, and all

Railway on a viaduct of stone, bricks, or iron through the property of the Bridgewater trustees and proprietors of the

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Mersey and
Irwell Navi-
gation ;and according
to deposited
plans and
sections, except
when otherwise
provided.Works to be
constructed
and main-
tained by
company ;in a workman-
like manner
and with good
materials ;and to the
satisfaction of
engineer of
Bridgewater
trustee and
Mersey and
Irwell pro-
prietors ;and so as not
to cause any
unnecessary
obstruction, &c.Compensation
for obstruction,
&c.

arches and girders of all bridges and other openings, and all other erections of or connected with or belonging to such viaduct shall be composed of stone, bricks, and iron, or of some two or more of those materials, properly fixed, set, and secured ; and except where it shall be otherwise in that behalf expressly provided or agreed to the contrary by and between the respective parties hereto, Railway No. 1, and the said viaduct, so far as the same shall affect any of the said lands, or occupied by the trustees, or of or by the proprietors, shall be constructed in the line and upon levels, and all arches and other openings shall be of the respective spans and have and leave the clear heights of headway under the same respectively, which are delineated and shown on the plans and sections of Railway No. 1 so deposited as aforesaid, except so far as the same are expressly varied by these presents ; and such railway and viaduct and arches and openings respectively, and all works connected therewith, and all other works herein-after provided or mentioned or referred to, so far as the same or any of them respectively shall in any manner affect the lands belonging to or occupied by the trustees, or to or by the proprietors, be constructed, made, and finished, and for ever afterwards maintained and kept in good order, repair, and condition at the costs and charges in all respects of the Committee, their successors and assigns, and according to and in manner in these presents provided or referred to, and to the reasonable satisfaction of the engineer or respective engineers for the time being of the trustees, their heirs or assigns, or of the proprietors and their assigns, as the case may be ; and the Committee and their assigns shall from time to time after having entered upon the lands belonging to or occupied by the trustees or the proprietors or any of them, or any part thereof respectively, for the purpose of such construction or maintenance, execute and finish the same respectively, as the case may be, and remove all materials brought upon the premises and not permanently used in and about the construction of the said railway and works and the repairs thereof, with the utmost practicable despatch, and so and in such manner as not at any time to cause or occasion to the carrying on, conducting, or management of the traffic, trade, and business of the respective canals and navigation respectively, any unnecessary or avoidable obstruction, impediment, or inconvenience. And the Committee and their assigns shall from time to time make full compensation to the trustees, their heirs or assigns, or to the proprietors or their assigns, as the case may be, and to any person or persons using the said canals or navigation, for all damage or injury which shall or may be done, occasioned to, or be sustained by them respectively by or by reason or in consequence of any such construction or maintenance or any such obstruction, impediment, or other inconvenience.

5. In constructing Railway No. 1 the Committee shall be at liberty to fill up so much of the channel which connects the Cornbrook with the Bridgewater Canal as is westward of the overflow basin and well : Provided that, before such channel be in any manner interfered with the Committee shall form and construct, and shall for ever maintain in good order, a proper and sufficient weir between the canal and the Cornbrook, in such manner and form and with all such necessary appliances and works as shall effectually enable the trustees, their heirs and assigns, at their will and pleasure, either to divert the water of the Cornbrook with the canal, or to permit surplus water to flow from the canal into the said overflow basin and well.

6. The culvert for carrying the water of the brook, No. 4, in Hulme, and 6, in Stretford, in the plan deposited as aforesaid, under Railway No. 1, shall be constructed of the same dimensions and on the same level as the culvert for carrying the water of the same brook under the Manchester South Junction and Altrincham Railway.

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Culvert
between Stret-
ford and
Hulme.

7. The fence of the abutments of the bridge for carrying Railway No. 1 over Cornbrook Road, No. 3, in Hulme, in the plan deposited as aforesaid, shall be built and constructed lineable with the piers of the present bridge.

Bridge over
Cornbrook
Road.

8. The abutments of the bridge for carrying Railway No. 1 over the road (Trentham Street), No. 11, in Hulme, in the plans deposited as aforesaid, shall be built and maintained lineable with the said road or street on the north-western side of the Railway No. 1, and shall be constructed with a flat girder from the abutment on one side of the said bridge to the abutment on the other side of such bridge.

Bridge over
Trentham
Street, Hulme.

9. The bridge for carrying Railway No. 1 over the Bridgewater Canal and towing-path at the point three furlongs on the said plan of such railway deposited as aforesaid, shall be so constructed as that the abutment on the north-easterly side of the Bridgewater Canal shall be lineable with the side of such canal and towing-path, and the abutment on the other side of such canal and towing-path shall be parallel with the said abutment on the north-easterly side thereof, as delineated and shown on the plan agreed upon between, and such agreement authenticated in duplicate by the respective signatures of Messrs. Cawley & Sacré, the engineers of the respective parties hereto, hereinafter designated "the respective engineers," and that such bridge shall be so constructed as to leave in one span an opening or clear and available space of sixty feet at the least, measured at right angles with the face of the abutments; and if the said bridge shall be constructed with an arch over such opening, the springings of the arch at such abutment shall not be lower than the springings of the arch of the bridge which carries the Manchester South Junction and Altrincham Railway over the Bridgewater Canal near that point, and if the said viaduct be constructed over the said opening by means of flat girders, the height of the under side of the girders over the canal shall be twenty feet at the least above the top water level of the canal.

Bridge over
Bridgewater
Canal in
Hulme.

10. The viaduct for carrying Railway No. 1 over Hulme Hall Lane, No. 15, in Hulme, in the said deposited plan, shall be a girder bridge constructed with two openings, and the piers in the centre and on each side of Hulme Hall Lane shall be respectively lineable with the piers of the arches for carrying the Manchester South Junction and Altrincham Railway over Hulme Hall Lane, as delineated and shown on the plan so agreed upon and authenticated as aforesaid; and such viaduct shall be so constructed as that the under side of the girders of the said two openings shall not be less for the whole space thereof than twenty feet above the present level of the surface of Hulme Hall Lane aforesaid at the point where the said railway will cross the said lane.

Bridge over
Hulme Hall
Lane.

11. The abutments or piers on the westerly side of the bridge for carrying Railway No. 1 over the branch canal, No. 20, in Hulme, in the said deposited plan, shall be constructed and maintained parallel with and at the distance of ten feet from the westerly side of the lock in such canal, and shall be placed in the

Bridge over
branch canal.

A.D. 1872. positions and be of not less width than the dimensions delineated and shown in the said plan so agreed upon and authenticated as aforesaid.

12. The bridge for carrying Railway No. 1 over Egerton Street, numbered 30, and the road to the trustees wharves, numbered 32, in Hulme, in the said deposited plan, shall be so constructed as that the easterly face of the pier or abutment on the westerly side of Egerton Street as aforesaid shall be placed as shown in the said plan so agreed upon and authenticated as aforesaid, and so also as to leave in one span or opening a clear and available space of one hundred and ten feet at the least, measured at right angles from the easterly face of such abutment or pier, and so also as to leave for the whole span thereof a clear and continuous headway from one abutment or pier to the other of twenty feet at the least above the present level of the surface of Egerton Street aforesaid, at the point where the Railway No. 1 shall cross the said street.

13. The viaduct for carrying that portion of the railway extending from Egerton Street aforesaid to the easterly side of Castle Street, in Manchester, shall be constructed and supported partly with and upon brick or stone piers, and partly with and upon iron columns and girders; that is to say, piers shall be erected where piers are indicated on the said plan so agreed upon and authenticated as aforesaid, and iron columns shall be erected where iron columns are indicated on such plan; and where any of such piers are shown on such plan to have openings through them, the piers so shown shall be erected with openings of not less than nine feet wide, and of the clear height above the surface of the ground of not less than ten feet, so as to form free passages between the adjoining arches, and throughout such distance or space the viaduct shall be so constructed as to leave open and unbuilt upon the whole of the land not required for the site of the said piers and columns, as delineated or shown on such plan, and so as to leave on the under side of every arch or girder for the whole width thereof a clear headway of twenty feet at the least: Provided that, in making and constructing the said viaduct it shall not be lawful for the Committee or any person by their authority to interfere, except as is herein-after particularly mentioned, with the warehouse No. 3, in Manchester, in the said deposited plans, now occupied by Messieurs Kenworthy and Company, further or otherwise than shall be absolutely necessary for erecting the pier shown on the said plan so authenticated as aforesaid, to be placed on and adjoining the site of the westerly wall of such warehouse, or for placing or fixing the pillars and girders and forming the said viaduct over or through such warehouse, or in any manner to interrupt or interfere with the trade or business carried on at such warehouse, and that during such time as it shall be absolutely necessary to interfere with such warehouse in order to place or fix such girders and form such viaduct, the Committee shall well and effectually protect the same so as to prevent injury thereto or to any of the contents thereof by water, wind, or dirt; and the Committee shall well and securely build into the said pier so much of the several floors of such warehouse as are now supported by that portion of the said westerly wall thereof as may occupy the site of such pier; and after the said viaduct shall be so formed, shall and will well and effectually make good the roof of the said warehouse up to and adjoining the said viaduct, and shall also so construct the viaduct over the said warehouse as effectually to prevent the percolation of water into the said warehouse from any part of

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the railway or viaduct; and so much of the said viaduct as extends from the branch canal, No. 41, in Hulme, and 1 in Manchester, in the said deposited plans, to the easterly side of Castle Street in Manchester aforesaid, shall have a parapet wall on the northerly side thereof of the height of eight feet at the least above the level of the rails: Provided, nevertheless, that if at any time after the opening of Railway No. 1 it shall be found that cinders, sparks, or other burning substance shall be thrown or fall from such railway or from any engine or carriage upon or passing along the same, which, in the opinion of the trustees, shall cause risk or danger of or from fire to any building or other property adjoining or near to such railway, then and in such case the Committee, their successors or assigns, shall, at the request of the trustees, raise and maintain the said parapet to and of the height of fifteen feet at the least, such additional height of parapet to be composed of such non-combustible materials as the Committee, their successors or assigns, may from time to time think fit.

14. In constructing the said viaduct over the canal No. 41, in Hulme, and 1, in Manchester, it shall not, except as shown on the plan so authenticated as aforesaid, be lawful to place any abutment, pier, pillar, or other work therein, either permanently or temporarily, without the consent in writing of the trustees, their heirs or assigns, or their principal agent, but such canal shall, except as aforesaid, be at all times left wholly intact and uninterfered with by and in the construction and maintenance of Railway No. 1.

Branch canal
and basin in
Hulme and
Manchester.

15. In lieu of the footbridge numbered 39, in Hulme, over the entrance of the Market Dock numbered 61, in Hulme, in the said deposited plan, and before such bridge shall be removed or obstructed, the Committee shall make and construct another convenient footbridge over such entrance or dock of not less dimensions than the existing bridge, in such situation and in all respects in such manner as shall be reasonably approved by the engineer for the time being of the trustees, their heirs or assigns.

16. The Committee shall, before the present line of Duke Street, Castle Field, in Manchester, shall be interrupted or interfered with, make a new street or road in lieu of and not of less width than the existing road, and shall properly and effectually form, metal, and pave the same to the reasonable satisfaction of the engineer for the time being of the trustees, their heirs or assigns.

New street in
substitution of
Duke Street,
Castle Field.

17. In carrying the Railway No. 1 over the canal basin No. 40, and coal yard No. 41, both in Manchester, in the said deposited plan, it shall not be lawful to place any abutment, pier, pillar, or other work in the said basin or on the easterly side thereof within the distance of thirty-four feet from the eastern margin of such basin, either permanently or temporarily, but the whole of such basin and the land on the easterly side thereof, to the distance of thirty-four feet therefrom, shall be left wholly intact and uninterfered with by and in the construction and maintenance of Railway No. 1.

18. The weighing machine belonging to the trustees in Deansgate, No. 59, in Manchester, in the said deposited plan, and the house and office connected therewith, shall not, nor shall any of them, be removed, nor shall any of the approaches thereto be interfered with or interrupted by or by reason of the construction of Railway No. 1, unless the removal of such weighing machine, house, and office, or any or either of them, shall be found absolutely necessary

As to weighing
machine in
Deansgate.

A.D. 1872. — for the construction of the said railway and works; and in case it shall be found necessary to remove the same or any or either of them, the Committee shall find, provide, and completely fix a new weighing machine before removing or interfering with the present machine, and such new machine shall be of not less capacity or value than the present machine, and shall be placed as nearly as may be in its present position within Deansgate aforesaid with a machine office equally as commodious and convenient as the present office, and with approaches thereto respectively equally as convenient as the approaches to the present weighing machine and office, and the whole of such removal and the replacement of the weighing machine in its new position shall be done with all practicable despatch and to the reasonable satisfaction of the engineer for the time being of the trustees.

19. The railway, railway station, and the works in connexion therewith, shall be carried over the Manchester and Salford Junction Canal, canal basins, locks, towing-paths, lands, and appurtenances, No. 282, in Manchester, on the deposited plans, partly by means of an arch and partly by means of iron girders as follows; that is to say, there shall be a clear space or width between the abutments or piers carrying such arch and girders of not less than sixty-two feet and six inches, and such abutments or piers shall be erected in the positions shown on the said plans so authenticated as aforesaid, and where opposite the said locks parallel to and equidistant from the outer sides thereof, and shall extend from Watson Street to the easterly extremity of the said railway and works; and so much of the said railway, railway station, and works as shall extend over the upper lock and basin and over so much of the lower lock as is between the upper lock and a line drawn across such lower lock at a distance of thirty-five feet northward from the footbridge over the same shall be covered by means of girders, the under side of which shall throughout their whole extent be not less than twelve feet above the top water level of such upper lock and basin, and the remainder of the space to be covered by such railway, railway station, and works up to Watson Street shall be covered by an arch of the clear span of sixty-two feet six inches, the springing of which arch shall be twenty-four feet at the least above the top water level of the water in the tunnel under Watson Street, and the soffit of the arch at the crown thereof shall be at least as high as the under side of the before-mentioned girders. The whole of the space between the abutments or piers and beneath such girders and arch shall be left open and unbuilt upon, except that the Committee shall be at liberty, if they think fit, to place a row of iron columns to support the iron girders in the centre of the space between the two lines of locks, such columns not to exceed three feet in diameter, and to be so placed as not to interfere with the fabric of the locks or the free working of the lock gates or the machinery connected therewith, nor with the free passage of the boatmen or others working the navigation, nor with the hauling of vessels through the locks. The Committee shall substitute such machinery and mechanical arrangements in lieu of the present levers for working the lock gates as may be necessary for the effectual working of the same in the limited space which will be left when the abutments or piers are built as herein-before described, and shall make such alteration in the southerly wall of the said canal between the lower lock and the tunnel under Watson Street as may be necessary to preserve a sufficient pathway between the abutment and the canal, and they shall

effectually make good and restore any part of the canal, locks, basins, paths, or works connected therewith with which they may in any way interfere, and make all such alterations in such canal or the works connected therewith as may be rendered necessary by the works of the Committee; and all the works executed by the Committee relating to or affecting the said canal shall be done to the satisfaction of the engineer for the time being of the said proprietors. The Committee shall, once in every year, lime-wash or otherwise whiten the whole of the side walls and soffit of the arch and girders enclosing and covering the said canal, canal basins, and locks, and shall at all times effectually and sufficiently light the space so covered by means of a sufficient number of gas lights, which shall be kept constantly burning by day and by night. The whole of the works shall be so carried on and executed as not in any way to interfere with the passage of boats along the said canal and through one or other of the said lines of locks.

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20. All abutments, piers, and pillars for carrying the said railway over the lands, navigations, works, and premises of the trustees and the proprietors respectively shall be made, constructed, and for ever after maintained on the sites and in the lines and positions delineated and shown upon the said plan so agreed upon and authenticated as aforesaid; and the spaces between all such abutments, piers, and pillars respectively shall, so far as the Railway No. 1 shall pass through or over the lands and premises of the trustees lying eastward of the westerly side of the towing-path of the canal No. 13 on the said plan, continue and be the absolute property of the trustees, their heirs and assigns, and so far as the same shall pass through or over the canal and works of the proprietors, be and remain the property of the proprietors and their assigns, for all such estate and interest as they now have therein; but the Committee shall have power from time to time, when necessary, after the construction thereof, to survey, maintain, and repair the same, and to enter upon the said lands and premises respectively for those purposes or any of them, the Committee paying full compensation for any damage or injury done or occasioned thereby or by reason thereof, to be from time to time ascertained and settled in the manner provided by the Lands Clauses Consolidation Act, 1845. And in order to prevent injury to the lands and premises which shall so continue the property of the trustees and the proprietors respectively, and all property and works which may be placed, stored, or carried on there, the Committee shall so make and construct, and for ever thereafter maintain, the Railway No. 1 through the lands and premises of the trustees and the proprietors respectively, as to make, and at all times thereafter maintain, the viaduct water-tight and prevent any water or dirt therefrom from flowing or passing into or upon the lands and premises of the trustees and proprietors respectively, or any part or parts thereof respectively.

Works to be
constructed in
accordance
with plans.

Viaduct to
be made
water-tight.

21. That it shall be lawful for the trustees, their heirs and assigns, to enclose any land for the time being belonging to them under or below any bridge or viaduct forming part of or connected with Railway No. 1, and for the proprietors or their assigns to enclose any land for the time being belonging to them below or under any bridge or viaduct forming part of or connected with Railway No. 1, or by erecting a wall or walls and maintaining under any one or more of such arches or girders over the same, and to tie in any wall or walls which shall be so erected to any adjoining portion of any bridge

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or viaduct, provided the same be so tied in as not in any manner to injure or endanger the stability of any such bridge or viaduct, and that the work be in all respects executed to the reasonable satisfaction of the engineer for the time being of the Committee or their assigns.

Line and levels not to be deviated through property of Bridgewater trustees and Mersey and Irwell proprietors.

22. Save so far as may be necessary for the purpose of constructing Railway No. 1 according to the said plan so agreed to and authenticated as aforesaid and in the manner herein-before provided, the Committee shall not in the construction thereof respectively deviate from the centre line of Railway No. 1 as delineated and shown on plans and sections thereof respectively so deposited as aforesaid, without the respective consent in writing of the trustees, their heirs or assigns, or the superintendent trustee for the time being, so far as the same passes through or affects the property of the trustees, and without the consent in writing of the seal keeper of the proprietors or their assigns as far as the same passes through or affects the property of the proprietors.

23. Notwithstanding anything in this Act contained, it shall not be lawful for the Committee to purchase, take, or acquire any part of the Bridgewater Canal or of any such canal as herein-after mentioned, or of the Manchester and Salford Junction Canal, or the site, soil, or freehold thereof respectively, or any other of the property of the trustees or the proprietors, or any right, title, or interest therein or thereto respectively, except so much of such property as shall be required for the sites of the abutments, piers, and pillars of the said viaduct of Railway No. 1 in the manner herein-before provided, but the Committee may acquire such easement only as shall be necessary for enabling the Committee to construct, maintain, and use and repair Railway No. 1 under and subject and according to the provisions of this agreement.

Navigation of Bridgewater Canal not to be impeded.

24. Save as by this Act specifically authorised, it shall not be lawful for the Committee, at any time or times, to put or place, whether between the abutments or piers of the said several bridges or openings, or otherwise, in the Bridgewater Canal, or in the Manchester and Salford Junction Canal, or the said canal basin No. 40, in Manchester, any work or material, or do any other act so as to prevent or interfere with the free and uninterrupted navigation of such canals or any of them, or with their being respectively at any time hereafter scoured, cleansed, or deepened, as occasion may require.

Materials falling into the Bridgewater Canal to be removed by the company.

25. If in the execution or by reason of the construction, maintenance, or repair of Railway No. 1, or of the said viaduct or other works connected therewith, or any of them, or by reason of any act or omission of the Committee, their agents, servants, or workmen, any stone or brickwork, materials, or rubbish shall fall into or become or be deposited in the Bridgewater Canal or the Manchester and Salford Junction Canal, the Committee shall and they are hereby required, from time to time forthwith as and when the same shall arise, to remove and clear away the same at their own expense.

If materials not removed by Committee, the Bridgewater trustees may remove them at Committee's expense.

26. In every case in which the Committee, on receiving three days notice in writing requiring them so to do from the cashier or principal agent of the said trustees, their heirs or assigns, or other the owner for the time being of the Bridgewater Canal, or, as the case may be, from the seal keeper for the time being of the proprietors, shall not as herein-before in that behalf respectively provided, remove and clear away or begin and proceed with all due despatch to

remove and clear away any stone or brickwork, materials, or rubbish which shall as aforesaid have fallen into or become or been deposited in the Bridgewater Canal, or, as the case may be, in the Manchester and Salford Junction Canal, it shall be lawful for the trustees, their heirs or assigns, or other the owner for the time being of the said Bridgewater Canal, or, as the case may be, for the proprietors or their assigns, or other the owner for the time being of said Manchester and Salford Junction Canal, and they are respectively hereby authorised and empowered, at the expiration of such notice, by themselves respectively, and their respective agents, servants, or workmen, to remove and clear away the same; and all proper and necessary expenses thereof, and also the loss or damage occasioned thereby, incurred or sustained by the trustees, their heirs or assigns, or other the owner for the time being of the Bridgewater Canal, shall be repaid to them by the Committee or their assigns; and all proper and necessary expenses, and also the loss or damage occasioned thereby, incurred or sustained by the proprietors or their assigns, or other the owner for the time being of the navigation, shall be repaid to them by the Committee or their assigns, and in default of payment thereof on demand (so that such demand be in writing and state the particulars of all such proper and necessary expenses, loss, and damage), the trustees, their heirs or assigns (or other the owner for the time being of the Bridgewater Canal), or the proprietors or their assigns, or other the owner for the time being of the navigation, by whom such expenses, loss, or damage shall have been incurred or sustained, shall and may from time to time recover the same in the manner provided by the Railways Clauses Consolidation Act, 1845, for the recovery of forfeitures, penalties, and costs.

27. If in the execution, construction, maintenance, or repair of the Railway No. 1, or by reason of any act or omission of the Committee, their agents, servants, or workmen, the Bridgewater Canal, or the Manchester and Salford Junction Canal respectively, shall at any time be obstructed or impeded so as to hinder or prevent the proper and due use thereof respectively, or if any vessel using the Bridgewater Canal, or the Manchester and Salford Canal respectively, shall not be able to pass along the same, or any of them, or any part thereof respectively, or shall be impeded in such passage, or if any leakage be occasioned to the Bridgewater Canal, or the Manchester and Salford Junction Canal respectively, or the water thereof be wasted by or by the reason of the construction of Railway No. 1, or by reason of any act or default in or about the construction, maintenance, or repair thereof, then and in any of such cases it shall be lawful for the trustees, their heirs or assigns, or other the owner for the time being of the Bridgewater Canal, or for the proprietors or their assigns, or other the owner for the time being of the navigation, as the case may be, at the cost and charges of the Committee or their assigns, to remove, take out, and put away any such obstruction or impediment, and repair and stop any such leakage or waste of water; but if the engineer for the time being of the Committee or their assigns shall be of opinion that the trustees, their heirs or assigns, or other owner, or the proprietors or their assigns, or other owner, as the case may be, are not proceeding with due diligence or despatch to remove, take out, and put away any such obstruction or impediment, or to repair or stop any such leakage or waste of water, it shall be lawful for the Committee or their assigns immediately to remove, take out, and put away any such obstruction or impediment, or to repair or stop any such leakage or waste of water;

Obstructions may be removed and leakage stopped by Bridgewater trustees or proprietors.

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and the Committee and their assigns shall, for, or in respect of such obstruction, impediment, leakage, or waste, pay to the trustees, their heirs or assigns, or other owner thereof for the time being, in case any such obstruction, impediment, leakage, or waste of water shall happen to the Bridgewater Canal, or to the proprietors or their assigns, or other owner thereof for the time being, if such obstruction, impediment, leakage, or waste of water shall happen to the Manchester and Salford Junction Canal, as or by way of ascertained damages, and not as a penalty, the sum of 5*l.* for every hour during which any such obstruction, impediment, leakage, or waste of water shall continue, until the expiration of three days from the commencement or discovery of such obstruction, impediment, leakage, or waste; and from and after the expiration of such three days, or if such impediment, obstruction, leakage, or waste of water shall have been occasioned by any wilful act on the part of the Committee or their assigns, then from the commencement or discovery of such obstruction, impediment, leakage, or waste of water, the Committee or their assigns shall from time to time, as often as the same shall happen, pay to the trustees, their heirs or assigns, or other the owner for the time being of the Bridgewater Canal, in case such obstruction, impediment, leakage, or waste of water shall happen to such canal, or to the proprietors or their assigns, or other the owners for the time being of the Manchester and Salford Junction Canal, in case such obstruction, impediment, leakage, or waste of water shall happen to such last-mentioned canal, the sum of 20*l.* for every hour during which such obstruction, impediment, leakage, or waste of water shall continue, such sum being in case of such wilful act computed from the commencement of such obstruction, impediment, leakage, or waste of water, and as or by way of ascertained damages, and in addition to such ascertained damages, the Committee and their assigns shall, from time to time as often as the same shall happen, repay to the trustees, their heirs and assigns, and other the owner for the time being of the Bridgewater Canal, and to the proprietors or their assigns, or other the owner for the time being of the Manchester and Salford Junction Canal respectively, the full amount of the costs, charges, and expenses which shall from time to time be incurred by them respectively in and about the removing, taking, and putting away any and every such obstruction or impediment, or in and about repairing, stopping, and making good any such leakage or waste of water or other injuries to the Bridgewater Canal, or to the Manchester and Salford Junction Canal respectively, and also all other losses, damages, costs, charges, and expenses which the trustees, their heirs or assigns, or other the owner for the time being of the Bridgewater Canal, or the proprietors or their assigns, or other the owner for the time being of the Manchester and Salford Junction Canal, shall respectively incur, sustain, or be put to by or by reason or in consequence of any such obstruction or impediment or leakage or waste of water, the same respectively to be recoverable in such manner as is provided by the Railways Clauses Consolidation Act, 1845, with respect to the recovery of forfeitures, penalties, and costs: Provided that, in case of any obstruction, leakage, or waste it shall be incumbent upon the trustees, their heirs or assigns, or other the owner for the time being of the Bridgewater Canal, if the same shall happen to such canal, and upon the proprietors or their assigns, or other the owner for the time being of the Manchester and Salford Junction Canal, in case the same shall happen to such last-mentioned canal, forthwith after the same shall come to their or his knowledge, to cause notices to be given

to the secretary of the Committee or their assigns, by causing the same to be left at his office, of any such obstruction, impediment, leakage, or waste of water, and until the service of such notice the Committee or their assigns shall not, after the opening of Railway No. 1 for traffic, be subject from time to time to the payment of the said ascertained damages respectively, unless the same shall happen by or through their own wilful act, neglect, or default, or that of any of their servants or contractors.

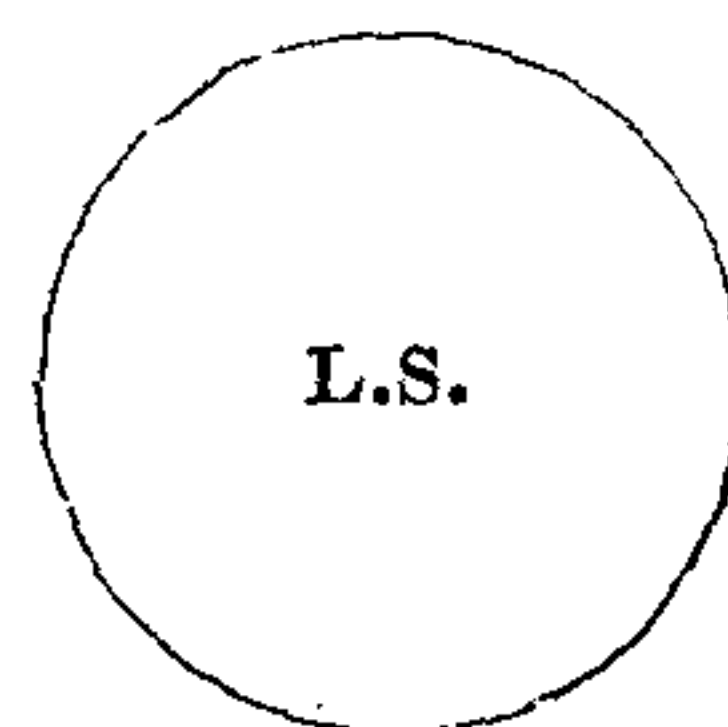
28. In consideration of the covenants herein-before contained on the part of the Committee, and of the due and faithful observance and performance thereof by them and their assigns, they, the trustees and the proprietors, will not oppose the passing in the present session of Parliament of the Bill so agreed by these presents to be amended: Provided that nothing herein contained shall be construed to prevent the trustees and other the owner or owners for the time being of the Bridgewater Canal or the proprietors from presenting and appearing on their petition for the purpose only of securing the performance of these presents, or prevent or restrict them or any of them from or in availing themselves of the benefit of any provisions contained or to be contained in the Lands or Railways Clauses Consolidation Act, 1845, or the said Act authorising the making and construction of the Railway No. 1, or any Act incorporated therewith, requiring the Committee to make and maintain proper and sufficient works for the accommodation of the owners or occupiers of lands used for or adjoining the Railway No. 1 and works.

29. Except as hereby is expressly and specifically agreed, nothing herein contained shall diminish, alter, prejudice, or take away any right, privilege, power, or authority vested in the trustees or in the proprietors.

In witness whereof, the said Cheshire Lines Committee and the said Company of Proprietors have hereunto affixed their common seals, and the said parties hereto of the second part have hereunto set their respective hands and seals, the day and year first before written.

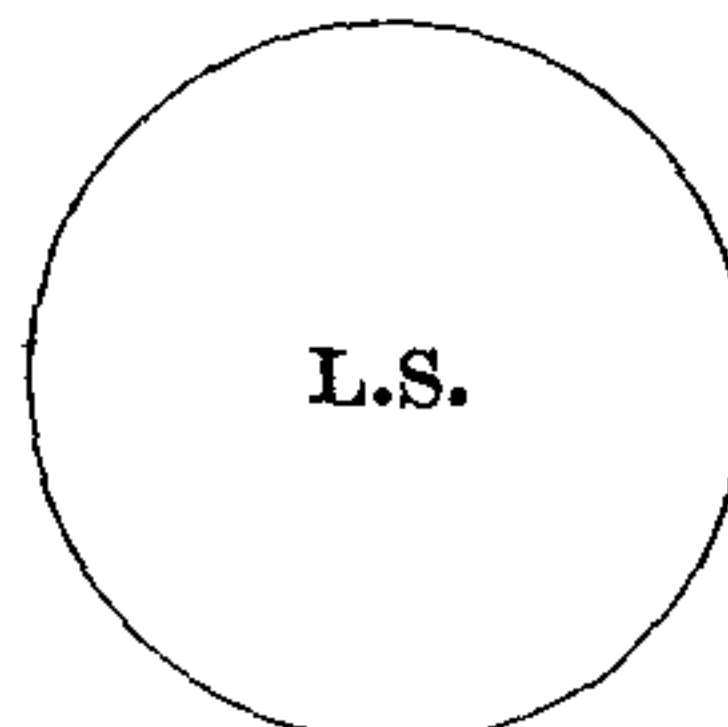
The common seal of the Cheshire Lines
Committee was hereunto affixed in the
presence of

EDWARD ROSS,
Secretary.



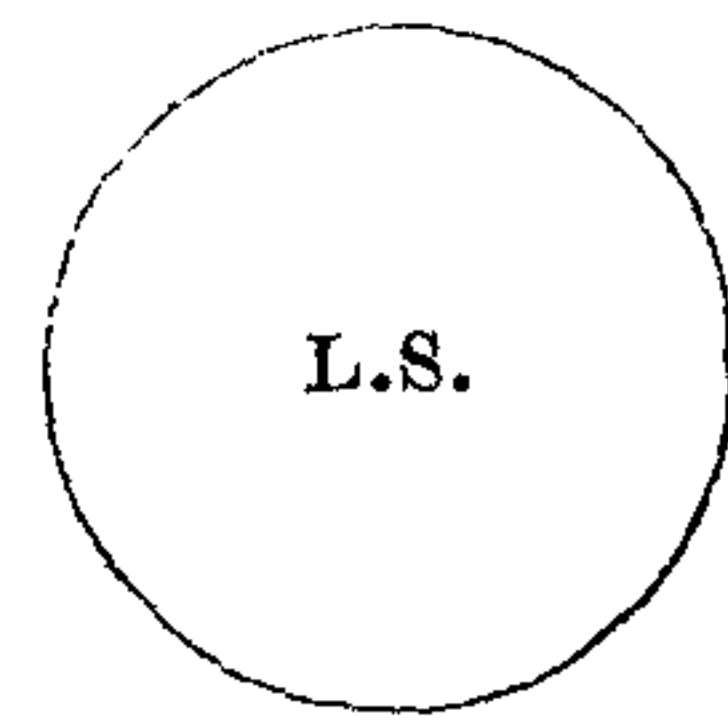
The common seal of the Company of Pro-
prietors of the Mersey and Irwell Navi-
gation was hereunto affixed in the
presence of

ALGERNON EGERTON,
Keeper of the Seal of the said
Company of Proprietors.



Signed; sealed, and delivered by the within-
named Algernon Egerton, in the pre-
sence of

THOMAS T. SMITH,
Private Secretary to the said
Algernon Egerton.



ALGERNON EGERTON.

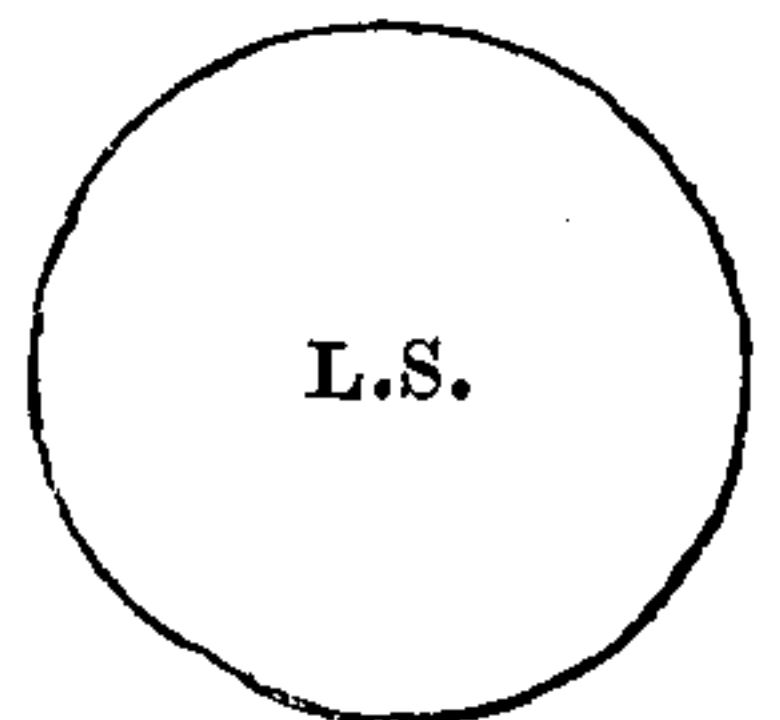
[Ch. lvii.]

The Cheshire Lines Act, 1872. [35 & 36 VICT.]

A.D. 1872.
—

And by the within-named Viscount Enfield, }
in the presence of

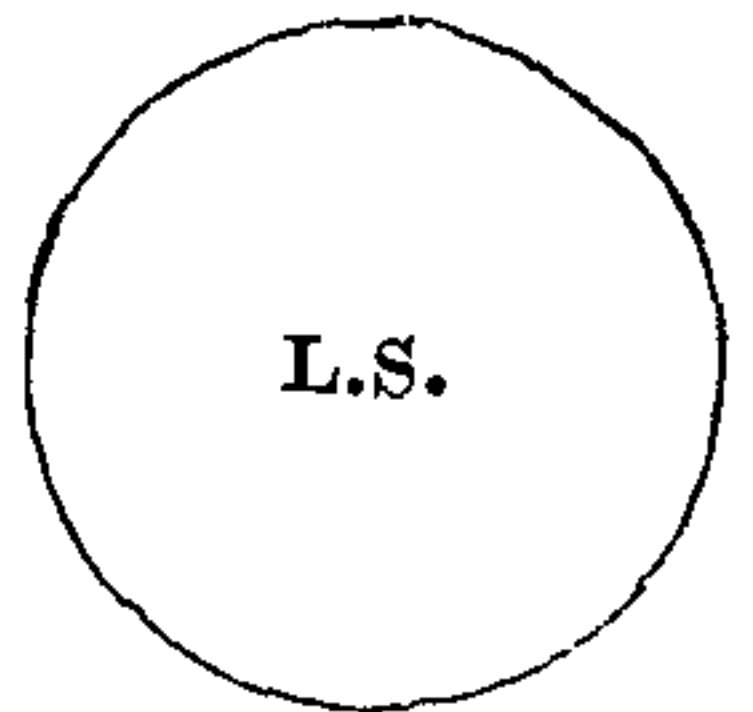
RICHARD CHURCHILL,
Butler to Viscount Enfield.



ENFIELD.

And by the within-named Earl of Cawdor, }
in the presence of

THOMAS T. SMITH,
Private Secretary to the within-named
Algernon Egerton.



CAWDOR.

LONDON : Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1872.