



### CHAPTER cclviii.

An Act to authorise the Mersey Railway Company to divert a portion of their authorised line in Birkenhead, and to extend it to the central station in Liverpool, and for other purposes. A.D. 1882.  
[18th August 1882.]

**W**HEREAS by the Mersey Railway Act, 1866 (in this Act called "the Act of 1866") the Mersey Railway Company (herein-after referred to as "the Company") were incorporated and authorised to make a railway under the River Mersey 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 by the Mersey Railway Act, 1871 (in this Act called "the Act of 1871") the Company were authorised to divert a portion of the railway authorised by the Act of 1866, and to connect the railway with the Birkenhead joint line, and to extend it to a point in Church Street, Liverpool, near to the Liverpool central station: 34 & 35 Vict.  
c. cci.

And whereas by the Mersey Railway Act, 1874, the powers of the Company for purchasing land and completing the railway were extended, and by the Mersey Railway Acts, 1877 and 1880, the time for completing the railway was further extended: 37 & 38 Vict.  
c. clxxx.  
40 & 41 Vict.  
c. ccxx.  
43 & 44 Vict.  
c. lxxiv.

And whereas the railways of the Company are in the course of being constructed, and considerable progress has been made with the works under the River Mersey:

And whereas it is expedient that the Company be authorised to divert a portion of their railway in Birkenhead, and to extend it to the central station in Liverpool, and to acquire additional land for the purposes of their undertaking:

And whereas it is expedient that the Company be authorised to raise additional capital for the purposes of this Act:

And whereas it is expedient that some of the provisions of the recited Acts be amended, and further powers be conferred on the

A.D. 1882. Company with reference to their undertaking, and that the arrangements with the corporations and board herein-after provided for be authorised :

And whereas plans and sections showing the lines and levels of the railways and works authorised by this Act, and the lands by this Act authorised to be acquired, and also books 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 required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the clerks of the peace for the counties of Lancaster and Chester respectively, and are herein-after respectively referred to as the deposited plans, sections, and books of reference :

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, 1882.

Incorporation of general Acts. 8 & 9 Vict. c.16.

2. The clauses and provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters (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 by the Company on mortgage or bond ;

The conversion of the borrowed money into capital ;

The consolidation of shares into stock ;

The giving of notices ; and

The provision to be made for affording access to the special Act by all parties interested ;

Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863 ; the Lands Clauses Consolidation Acts, 1845, 1860, and 1869 ; the Railways Clauses Consolidation Act, 1845 ; and Part I. (relating to construction of a railway) and Part III. of the Railways Clauses Act, 1863, are

26 & 27 Vict. c.118.  
8 & 9 Vict. c. 18.

23 & 24 Vict. c.106.

32 & 33 Vict. c. 18.

8 & 9 Vict. c. 20.  
26 & 27 Vict. c. 92.

(except where expressly varied by this Act) incorporated with and form part of this Act. A.D. 1882.

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 expressions "the railway" and "the railways" mean respectively the railways of the Company by this Act authorised, and for the purposes of this Act 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 simple contract debt, and not a debt or demand created by statute. Interpreta-  
tion.

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 books of reference as may be required for that purpose. The railways and works herein-before referred to and authorised by this Act are: Power to  
make rail-  
ways.

- (1.) A Railway (No. 1), eight chains and seventeen links in length, to be situated in the parish and township of Liverpool, in the county of Lancaster, commencing by a junction with the Railway No. 1 authorised by the Mersey Railway Act, 1871, at the termination thereof in the centre of Church Street, opposite Church Alley, and terminating at a point in or under Waterloo Place, in line with the centre of Ranelagh Street;
- (2.) A Railway (No. 2), sixteen chains and ninety-six links in length, to be situated in the said parish and township of Liverpool, commencing by a junction with Railway No. 1, at the termination thereof before described, and terminating at a point near to and under the end of the cab road in the central station at Liverpool of the Cheshire Lines Committee;
- (3.) A Railway (No. 3), six furlongs four chains and seventy-five links in length, commencing in the township of Franmere, and parish of Bebington, in the county of Chester, by a junction with the Birkenhead joint railway of the London and North-western and Great Western Railway Companies, at a point over the northern abutment of the bridge carrying the said joint railway over Union Street, and terminating in the extra-parochial chapelry and township of Birkenhead, in the same

A.D. 1882.

county, by a junction with the Railway No. 3 authorised by the Mersey Railway Act, 1871, at a point in or under Borough Road, distant one hundred yards or thereabouts, measured in a south-westerly direction, along that road from the centre of Thomas Street ;

(4.) An alteration of the levels of the railway authorised by the Act of 1871 between the commencement of Railway No. 1 before described and the termination of Railway No. 3 before described.

Lateral and vertical deviations.

5. In making the railway the Company may deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviation shown thereon, and vertically from the levels thereof shown on the deposited sections to any extent not exceeding five feet, save where a greater deviation is sanctioned by the Board of Trade as being necessary for avoiding interference with any sewer, water main, gas main, or other work, and then to such an extent as is necessary for avoiding interference therewith. Provided that the Company shall make full compensation to the owners and occupiers of all premises injuriously affected by such deviation.

Power to Company to acquire additional lands for general purposes.

6. Subject to the provisions of this Act, and in addition to the other lands which they are by this Act authorised to acquire, the Company may from time to time enter upon, take, use, and appropriate for the general purposes of their undertaking and works connected therewith, and for providing increased accommodation, all or any of the lands, houses, and buildings following delineated on the deposited plans, and described in the deposited books of reference (that is to say) :—

Certain lands, houses, and property in the extra-parochial chapelry of Birkenhead and township of Birkenhead, in the county of Chester, viz. :—

- (1.) The houses and premises in Hamilton Square numbered respectively 1, 50, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, in that square ;
- (2.) Vacant land on east side of Hamilton Square, between Brandon Street and Mortimer Terrace ;
- (3.) Houses and premises in Hamilton Street, numbered 1, 1a (known as Miles' Livery Stables), 3, 5, 7, 7a, 9, 12, 14, 16, 18, 24, 26, 28, 29, 31, 33, 35, 37, 98, in that street ;
- (4.) Houses and premises in Bridge Street, numbered 32, 33, 34, in that street ;
- (5.) Houses and premises numbered 43 and 45 Haymarket ;
- (6.) Houses and premises numbered 47 and 49 Grange Lane ;
- (7.) Stables known as Welches, in Borough Place ;

Also certain lands, houses, and premises in the parish and township of Liverpool, in the county of Lancaster, viz. :— A.D. 1882.

- (8.) Houses in James Street, numbered 2, 4, 6, 8, 10, 12, 14 (known as Dodd's Hotel), 16 (Mona Hotel), 18, 20, 22, Harvey's Buildings, 24, 26, 28, 30, 32, 34, 35, Alexandra Buildings, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25.

7. Where the railway is shown upon the deposited plans and sections as intended to be constructed in tunnel under any street or road in the city of Liverpool or in the borough of Birkenhead, the Company shall not be entitled to acquire or appropriate the surface of any such street or road unless by agreement with the road authority, but they may acquire and take, under the powers and subject to the provisions of this Act, a perpetual easement for the purpose of making, maintaining, repairing, and using the railway in tunnel. Easements only to be acquired for tunnel unless otherwise agreed.

8. Subject to the provisions of this Act the Company may from time to time make such ventilating shafts or openings from their railway into any public road or open space and at such places, either within or beyond the limits of deviation shown on the deposited plans, as may be agreed upon between them and the local authority having control of such road or open space, and the Company may erect such balustrades or other works on the surface of the ground as may be agreed upon as aforesaid for the purposes of or connected with any such openings or shafts. Provided that the Company shall make full compensation to all owners and occupiers of premises injuriously affected by the making of any such shaft or opening, and that no such shaft or opening shall be made, nor any works connected therewith commenced or carried out on the surface of the ground on any part of the estate of the Mersey Docks and Harbour Board, except with the sanction of that board: Provided also, that without the consent in writing of the London and North-western and Great Western Railway Companies no ventilating shaft or opening shall be made from the railway into the Birkenhead Railway or into any of the property vested in, used, or occupied by those companies, or either of them. Ventilating shafts or openings in tunnel in Liverpool and Birkenhead.

9. In order to avoid injury to the houses, cellars, and buildings within one hundred feet of the railway, which it may be necessary to underpin or otherwise strengthen, the Company may at their own costs and charges underpin or otherwise strengthen any such house, cellar, or building, and notwithstanding anything contained in the ninety-second section of the Lands Clauses Consolidation Company may underpin or otherwise strengthen houses near railway.

A.D. 1882. Act, 1845, the Company shall not be compellable to purchase the whole of any house or other building with which, or the cellars, or other portions of which, they may so interfere: Provided, that at least ten days notice shall (unless in case of emergency) be given to the owner, lessee, and occupier of the house, cellar, or building intended to be underpinned or otherwise strengthened (each such notice to be left on the premises) and that the Company shall be liable to compensate the owner, lessee, and occupier of every such house, cellar, or building for any inconvenience, loss, or damage which may result to them by reason of the exercise of the powers granted by this enactment: Provided also, that if the owner, lessee, or occupier of any such house, cellar, or building shall give within seven days after that notice counter notice in writing that he disputes the necessity of such underpinning or strengthening, the question of the necessity shall be referred to an engineer to be agreed upon, or, in case of difference, to a civil engineer to be appointed at the instance of either party by the Board of Trade, and such referee shall forthwith, upon the application of either party, proceed to inspect such house, cellar, or building, and determine the matter referred to him, and in the event of his deciding that such underpinning or strengthening is necessary, he may in his discretion prescribe the mode in which the same shall be executed, and the Company may and shall proceed forthwith so to underpin or strengthen the said house, cellar, or building, and the cost of such referee shall be paid by the Company, and the cost of the reference (other than the cost of the referee) shall be in the discretion of the referee: Provided also that nothing in this enactment contained, nor any dealing with the property in pursuance of this enactment, shall relieve the Company from liability to compensation under the sixty-eighth section of the Lands Clauses Consolidation Act, 1845, or under any other enactment: Provided also, that every such case of compensation shall be ascertained according to the provisions contained in the Lands Clauses Consolidation Act, 1845.

Recurring injuries to be compensated.

**10.** Compensation for injuries occasioned to property by the Company acting under the last preceding section may be recovered from time to time as such injuries may accrue or be discovered: Provided that the claim for such compensation be made within six months from such discovery.

The Company may purchase cellars, &c.

**11.** With respect to any lands which the Company are by the provisions of this Act authorised to enter on, take, and use for the purposes of the railway and which are in or under the roadway or footway of any street, road, or highway, the Company may purchase, take, and use, and the owners of and other persons interested

A.D. 1882.

in any vault, cellar, or arch under any such street, road or highway, shall sell such vault, cellar or arch for the purposes of the railway, and the purchase of any such cellar, vault, or arch shall not in any case be deemed the purchase of a part of a house, or other building, or manufactory, within section ninety-two of the Lands Clauses Consolidation Act, 1845: Provided that nothing in this enactment contained nor any dealing with property in pursuance of this enactment shall relieve the Company from liability to compensation under the sixty-eighth section of the Lands Clauses Consolidation Act, 1845, or under any other enactment, and every such case of compensation shall be ascertained according to the provisions of the Lands Clauses Consolidation Act, 1845.

**12.** The provisions contained in sections thirty-seven, thirty-eight, and thirty-nine 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.

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

**13.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands.

**14.** The Company may from time to time purchase by agreement any quantity of land not exceeding in the whole one acre, for any of the extraordinary purposes specified in the Railways Clauses Consolidation Act, 1845.

Lands for extraordinary purposes.

**15.** Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands, may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege, not being an easement of water, required for the purposes of this Act in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

Power to take easements, &c. by agreement.

**16.** The Company shall not take any portion of the property situate on the south side of James Street, Liverpool, which John Thomas Nickels holds from the corporation of Liverpool (other than an easement underneath the coal or other vaults appurtenant to the said buildings, or any of them, and which abut under the footway of James Street), without the consent in writing first had and obtained of the said John Thomas Nickels, his executors, administrators, or assigns.

For protection of John Thomas Nickels.

A.D. 1882.

For the protection of the Liverpool United Tramways and Omnibus Company.

**17.** The following provisions for the protection of the Liverpool United Tramways and Omnibus Company (in this section called the tramways company) shall be observed and carried into effect (that is to say) :—

1. The Company shall from time to time be responsible for and make good to the tramways company all costs, losses, damages, and expenses from time to time occasioned to that company from the obstruction of the tramways belonging to or leased by them, and from any damage to the works, rolling stock, and horses of the tramways company arising in the execution of any of the works by this Act authorised ;
2. If by reason of any works of the Company there shall be any obstruction of or interference with any tramway or work belonging to or leased by the tramway company at the time of the execution of such works, so as to prevent the passage of horses and carriages along the tramway without any substituted road being provided, the Company shall pay to the tramways company, by way of ascertained damages, the sum of sixty pounds for every day and proportionately at the same rate for any part of a day during which that obstruction continues.

For the protection of the Birkenhead Tramways Company.

**18.** The following provisions for the protection of the Birkenhead Tramways Company (in this section called "the tramways company") shall be observed and carried into effect (that is to say) :—

1. The Company shall from time to time be responsible for and make good to the tramways company all costs, losses, damages, and expenses from time to time occasioned to that company from the obstruction of the tramways belonging to or leased by them, and from any damage to the works, rolling stock, and horses of the tramways company arising in the execution of any of the works by this Act authorised ;
2. If by reason of any works of the Company there shall be any obstruction of or interference with any tramway or work belonging to the tramways company, at the time of the execution of such works, so as to prevent the passage of horses and carriages along the tramways of the tramways company without any substituted road being provided, the Company shall pay to the tramways company, by way of ascertained damages, the sum of sixty pounds for every day, and proportionately at the same rate for any part of a day, during which that obstruction continues.



19. The following provisions for the protection of the Liverpool United Gaslight Company (herein-after called "the Liverpool Gas Company") shall be observed and have effect:

A.D. 1882.  
For the protection of the Liverpool United Gaslight Company.

(1.) Before removing or displacing any main, pipe, plug, or other work of the Liverpool Gas Company, or doing anything which may cause any impediment to the passage of gas through any of the said mains or pipes, the Company shall at their own expense in all things provide and lay in lieu thereof and ready for use good and sufficient mains, pipes, plugs, and other works proper and sufficient for continuing the supply of gas as sufficiently and satisfactorily as the same was supplied by the mains or pipes proposed to be removed or displaced, and all such mains, pipes, and other works shall be laid and done under the superintendence and control, and to the reasonable satisfaction of the gas company's engineer, and in such places, position, and manner in all respects as he shall require and approve, and all such substituted mains, pipes, and other works shall belong to and be and become the absolute property of the Liverpool Gas Company, and the engineer and other officers, servants, and workmen of the Liverpool Gas Company shall at all times have and be entitled to free access to such of the said mains, pipes, and other works as may be on the premises of the Company for the purpose of examining, repairing, altering, or removing the same, or for any other lawful purpose;

(2.) The Company shall make good all damage which may be done to any mains, pipes, works, or other property of the Liverpool Gas Company, and shall save them harmless from all expenses, loss, or damage to be occasioned by, or by reason of, the works authorised by this Act, and shall make full compensation to the Liverpool Gas Company, and to all other persons, for any loss or damage which they respectively may sustain by reason of any interference with or disturbance of the said mains, pipes, or other works, or with the private service pipes of any person or persons supplied with gas by the Liverpool Gas Company;

(3.) The Company shall not remove or interfere with any main, pipe, or other work of the Liverpool Gas Company, until they shall have given to the last mentioned company's engineer seven days previous notice in writing of their intention so to do, specifying all necessary particulars relating thereto; nor until the Liverpool Gas Company shall have signified their approval of the same unless they do not signify such approval or their disapproval or other directions within seven days after

A.D. 1882.

service of the said notice and particulars, and the Company shall comply with and conform to all reasonable requirements, directions, and regulations of the Liverpool Gas Company in the execution of the said works, and shall provide in such manner as the Liverpool Gas Company shall reasonably require for the protection of and prevention of injury or impediment to the mains, pipes, and other works of the Liverpool Gas Company: Provided, that if any difference shall arise as to the said works, it shall be referred to an engineer to be appointed by the president of the Institution of Civil Engineers, on the application of either party, whose decision shall be final, and the costs of and incidental to any such reference shall be in his discretion.

For protec-  
tion of Lon-  
don and  
North-  
western  
and Shrop-  
shire Union  
Companies.

**20.** In constructing Railway No. 2 authorised by the Act of 1871, at the altered levels authorised by this Act, where the same will pass under the Manchester Dock and Chester and Ellesmere Basin, and other the properties numbered on the deposited plans referred to in the Act of 1871, 14 and 15, in the parish of Liverpool, the following provisions for the protection of the London and North-western Railway Company and the Shropshire Union Railways and Canal Company (in this section referred to as the London and North-western Company and the Shropshire Union Company respectively) shall apply and have effect:

1. The Company shall, so far as regards the estate and interest of the London and North-western Company and the Shropshire Union Company respectively in the said properties in Liverpool acquire only an easement therein. The sum to be paid for the acquisition of such easement shall be ascertained in case of difference in the manner prescribed by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement;
2. The Company shall at all times at their own expense maintain the said Railway No. 2, and the works in connexion therewith in substantial repair and good order and condition, and shall save harmless and keep indemnified the London and North-western Company and the Shropshire Union Company respectively, as the case may require, from and against all claims, losses, liabilities, costs, and expenses which those Companies may respectively sustain or be put to by reason of the said dock, basin, warehouses, sheds, storehouses, or other property in Liverpool being in any manner injuriously affected or damaged by subsidence or otherwise by the construction or maintenance of the said Railway No. 2, or the failure of any of the works thereof or connected therewith,

and whether such injury or damage shall arise during or after the construction of the said railway, and if any such damage or injury shall arise the Company shall immediately thereupon at their expense in all things make good the same to the reasonable satisfaction in all respects of the principal engineers of the London and North-western Company or the Shropshire Union Company, as the case may require, and in case the Company shall make default in that behalf, those companies respectively may make good such damage or injury and recover in manner aforesaid, together with full costs, the amount of their respective expenditure certified by such respective principal engineers.

21. In this section the term "Birkenhead Railway" shall mean the Birkenhead Railway of the London and North-western Railway Company, and the Great Western Railway Company (herein-after called the joint companies), and the land and premises connected therewith belonging to, vested in, or occupied by both or either of those companies.

For the protection of the London and North-western and Great Western Companies.

The term "joint engineer" shall mean the engineer for the time being of the joint companies.

The term "deposited plans" and the term "deposited sections" wherever used in this section shall mean the plans and sections deposited by the Company in the Private Bill Office, in the month of November 1881, in compliance with the standing orders of Parliament—

- A. The junction of Railway No. 3, by this Act authorised, with the Birkenhead Railway shall be made only at the point shown upon the deposited plans, being at or near the northern abutment of the bridge which carries the latter railway over Union Street, in the parish of Bebington, or at such other point as shall be agreed upon between the joint engineer and the engineer of the Company, and so as not to interfere with or affect the said bridge ;
- B. The Railway No. 3, authorised by the Act of 1871, as varied by this Act, 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 joint engineer and at the expense of the Company, and such railway and the works connected therewith shall be so carried out and executed respectively by such means and in such manner only as not to interfere with the free, uninterrupted, and safe user of

A.D. 1882.

the Birkenhead Railway, or the working of the traffic thereon ;

- c. 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 of by the joint engineer 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 of by the joint engineer ;
- d. The Company shall, at their own expense and to the satisfaction of the joint engineer, construct for the sole and exclusive use of the joint companies or either of them (for the efficient drainage of their property, and at such depth as the said engineer shall determine), a brick culvert of not less than eighteen inches internal diameter, with suitable gradients, man holes, and ventilators; commencing at the boundary of the land of the joint companies near Argyle Street South, at and immediately adjoining the said covered way, thence running parallel with and contiguous thereto, and terminating by a junction with, and with a suitable outfall into the main public sewer in Green Lane ;
- e. The covered way as shown by the deposited sections as terminating at Chamberlain Street shall be continued to the southern boundary of the enclosure on the deposited plans numbered 98, in the parish of Bebington, and through the property of the joint companies shall not be constructed so as to exceed the width of seventy feet between the back of the abutments measured at right angles with the railway, and shall be constructed of a strength sufficient at the least to support an embankment raised thereon and on each side thereof up to the level of the rails on the Green Lane Bridge of the Birkenhead Railway, as well as such railway traffic as may be brought thereover ;

Where such covered way shall cross under Green Lane and Chamberlain Street it shall be constructed so as to support with safety a bridge in extension of each of the existing bridges thereover and the transit of railway traffic thereon, and so as to admit of the lowering of the present surface of Green Lane to an extent not exceeding twelve inches without injury to the existing or intended railway and works ;

- f. Between Green Lane and the boundary of the property of the joint companies near Argyle Street South, the extrados of

such covered way shall be two feet six inches at the least below the level of the rails in the new engine shed of the London and North-western Railway Company, near Argyle Street South, and the direction of the centre line through such covered way as shown on the deposited plans shall not be varied without the previous consent in writing of the joint engineer ;

- G. Between the southern boundary of the said enclosure numbered 98 and a point four chains or thereabouts north of Union Street measured along the Birkenhead Railway, the Company shall on land to be provided by them and at their expense construct and maintain of a sufficient height and strength a retaining wall and a parapet wall thereon, so as to support efficiently and protect an embankment for railway purposes to be hereafter raised by the joint companies to the level of the rails of the existing Birkenhead Railway adjoining from the top of the slope of that railway to the western boundary of their lands between those points ;
- H. If it shall at any time appear to the joint engineer that any further or other works or appliances are required to prevent subsidence or injury happening to the Birkenhead Railway owing to or in consequence of the execution of any of the works by this Act authorised, the Company will immediately on being thereunto required in writing under the hand of the joint engineer, make and execute the same at the expense of the Company ;
- I. The Company shall at all times, at their own expense, maintain the works by this Act authorised, and also any further works which may be so required, in substantial repair and good order and condition, to the reasonable satisfaction in all respects of the joint engineer, and if and whenever the Company fail so to do, the joint 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 joint companies may reasonably think requisite in that behalf, and the sum from time to time certified by the joint 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 the joint companies from the Company in any court of competent jurisdiction ;
- J. The Company shall at all times save harmless and keep indemnified the joint companies from and against all claims, losses, liabilities, costs, and expenses which the joint com-

A.D. 1882.

panies, or either of them, may sustain or be put unto by reason of any buildings or works used or connected with the Birkenhead Railway being injuriously affected, or in any manner damaged or injured 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; and if by any act or omission of the Company, or of any of their agents or servants, it shall happen that the Birkenhead Railway shall be so injured the Company shall immediately thereupon at their expense in all things make good all such injury according to plans to be approved by the joint engineer and if in any of the events or from any of the causes last mentioned the free use of the Birkenhead Railway by the joint companies shall be impeded or obstructed, the Company shall pay to the joint companies as ascertained damages the sum of five hundred 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-hours, and in default of payment of any such sum, or any such losses, liabilities, costs, or expenses on demand made on the Company, the joint companies may recover the same with full costs in any court of competent jurisdiction;

- K. 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 of or under the power of the joint companies or 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 the Great Western Railway Company and the London and North-western Railway Company under their respective common seals, except only as shall be necessary for making and maintaining Railway No. 3 and the junction of Railway No. 3 by this Act authorised, with the Birkenhead Railway and for carrying under that railway the Railway No. 3 authorised by the Act of 1871 as altered by this Act;
- L. With respect to any land of the joint 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 take, and the joint companies jointly or severally as the case may be shall grant accordingly at the nominal consideration

of a peppercorn 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;

A.D. 1882.

- M. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, privileges or powers of the joint companies or either of them otherwise than is by this Act expressly provided.

**22.** Notwithstanding anything shown on the deposited plans and sections, or contained in this Act, the Company shall not construct any part of Railway No. 2 by this Act authorised, nor 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 consent in writing of that committee, under their common seal.

For protection of works and property of the Cheshire Lines Committee.

**23.** In constructing within the city of Liverpool the railways by the recited Acts and this Act authorised (herein-after called "the authorised railways") the Company shall, notwithstanding anything in the recited Acts or this Act contained, conform to, fulfil, and observe the following provisions, obligations, regulations, and restrictions, and the same shall, save so far as may at any time hereafter be agreed between the corporation and the Company, have effect within the said city (that is to say):—

For protection of corporation of Liverpool and owners, &c. within the city.

- (1.) The tunnel or covered way of the authorised railways shall be of such strength and durability as is proper and sufficient for the effectual support of any street or roadway under which it passes, and shall be constructed with retaining walls at each side sufficient to secure all buildings, adjoining or near the authorised railways, from any damage or any loss of stability, and the Company shall, at their own expense, and to the satisfaction of the corporation, for ever hereafter maintain the said tunnel or covered way and works, and the Company shall not acquire the soil of any street or property under which the authorised railways are made, but only an easement to make and maintain the railway and works thereunder;
- (2.) The Company shall not deviate from the lines and levels of the tunnel or covered way, as shown upon the deposited plans and sections, without the consent of the corporation, under the hand of the town clerk, except so far as it may be necessary to lower the level of the rails;
- (3.) The rails of the authorised railways 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

A.D. 1882.

shall be found best suited for rendering the working of the authorised railways as free from noise and vibration as possible, and to the satisfaction of the corporation ;

- (4.) Where any station any part of which shall be constructed above the surface of lands already acquired or to be acquired under the authority of this Act adjoins a street, such station shall be so arranged that a space of not less than ten feet in width shall be left between the present line of the street and the station, for the whole length thereof, for the purposes of the traffic to and from such station, which space shall be dedicated to the public, and become part of the street accordingly, and shall be paved, flagged, and channelled by and at the expense of the Company to the satisfaction of the corporation ;
- (5.) The Company shall not construct any part of any station or any approach thereto, or works connected with or for the purposes of a station upon or over any street, passage, or public place, or so as to interfere with the use of such street, passage, or public place, without the consent of the corporation under the hand of the town clerk ;
- (6.) The design and materials of the elevation (including the roof) of any building erected or rebuilt by the Company fronting to or towards or adjoining any street shall be subject to the approval of the corporation ;
- (7.) The Company shall not, without the consent of the corporation under the hand of the town clerk, temporarily close any street, road, passage, or public place, or construct any works or perform any operations which may obstruct or in any way interfere with the traffic along or through such street, road, passage, or public place ;
- (8.) In the event of the Company requiring, for the purpose of constructing the authorised railways or any part thereof (subject to the restrictions in this section contained), to open or in any manner interfere with any portion of the surface of the footway or carriageway of any street, passage, or public place, then and in such case the Company shall, to the satisfaction of the corporation, provide a temporary bridge or roadway equal in width to the part or parts of the roadway and footway of such street, passage, or public place so opened or interfered with ; and such temporary bridge or roadway shall be constructed and maintained to the satisfaction of the corporation until the said street, passage, or public place, and the footways thereof, respectively, have been restored to a good and proper state for the safety and convenience of the public ;



- (9.) Wherever any street, passage, or public place shall, with the consent of the corporation, be temporarily diverted or stopped up, or obstructed by the Company in the execution of the authorised railways, then, in addition to the specific requirements herein-before contained, proper accommodation for access to property and any additional accommodation for traffic that may be required shall be previously provided to the satisfaction of the corporation, and shall thereafter during such diversion, stopping up, or obstruction, be maintained, fenced, watched and lighted by the Company to the satisfaction of the corporation at the expense of the Company ;
- (10.) The Company shall not during the construction of the authorised railways cart or take away any rubbish, spoil, or débris, or bring or cart any bricks or materials along Church Street, Lord Street, or Waterloo Place, or any street or public place communicating therewith, so as to cause an obstruction, except between the hours of seven in the evening and seven in the morning ;
- (11.) Where the surface of any street, road, passage, or public place not authorised to be stopped up under the provisions of this or the recited Acts has been interfered with or disturbed by the Company in constructing the authorised railways, the Company shall well and sufficiently, and to the reasonable satisfaction of the corporation, restore the surface so interfered with or disturbed, and so much of the surface of any other street, road, passage, or public place adjoining such street as aforesaid, as it may be necessary to alter by such interference, and shall maintain in efficient repair the said surface for twelve months to the like satisfaction ;
- (12.) The Company shall not, without the consent of the corporation under the hand of the town clerk, construct in any street or public place any ventilating shaft, or any other shaft, eye, opening, or work into the said tunnel or covered way, but shall construct any such shaft, eye, opening, or work at such places, either within or beyond the limits of deviation shown on the deposited plans, as shall be required by the corporation, and in every respect in accordance with plans to be approved by them ;
- (13.) Before commencing the construction of any shaft, eye, opening, or work with such consent as aforesaid in any street, passage, or public place, the Company shall give to the corporation seven days notice in writing, and the works affecting such street, passage or public place shall be done by the Com-

.A.D. 1882.

pany under the superintendence of the city engineer to the satisfaction of the corporation ;

(14.) The Company shall, as and when required by the corporation, in writing under the hand of the town clerk, remove any shaft, eye, opening, or other work which may, with the consent of the corporation, have been constructed in any street, passage, or public place, and well and sufficiently, to the satisfaction of the corporation, restore the surface of such street or public place, and maintain in efficient repair the said surface so restored for the period of twelve months to the like satisfaction ;

(15.) The Company shall not, without the consent of the corporation, by the construction of the authorised railways, interfere with the free use of any of the tramway lines leased to the Liverpool Tramways Company, and in the event of the corporation consenting to the temporary diversion of any portion of the tramway traffic by any existing or substituted route, the Company shall pay to the corporation all costs, charges, and expenses of and incidental to providing and maintaining a substituted tramway route during the time the existing tramway route, or any portion thereof, is interrupted or interfered with, and also all costs, charges, and expenses of the reconstruction and relaying of the tramways and rails so interrupted or interfered with, and the corporation may recover all such costs, charges, and expenses in any court of competent jurisdiction ;

(16.) Whenever it may be necessary to intercept or interfere with any existing sewer or drain the Company shall, before intercepting or interfering therewith, construct at their own expense, according to a plan to be prepared by the city engineer, a sewer or drain in lieu of and of not less than equal capacity with the sewer or drain so proposed to be intercepted or interfered with, and such substituted sewer or drain shall be connected by and at the expense of the Company with such convenient sewer or drain as shall be approved by the corporation ;

(17.) If by reason of the construction of the authorised railways any additional sewers or drains, or any increased length or alteration of sewers or drains, or any man-holes, air-holes, or other works or conveniences connected therewith, shall become necessary, the same shall be constructed by and at the expense of the Company, of such capacity, according to such plans, and in such manner as shall be approved by the corporation ;

- (18.) The Company shall not, without the consent of the corporation under the hand of the town clerk, use gunpowder or any other explosive substance in the construction of any portion of the authorised railways, and the corporation are hereby authorised to give the required consent, subject to such conditions as to them may seem expedient, and subject to the payment and satisfaction by the Company of all damages, costs, and expenses to be sustained or incurred by any person or persons by the use of gunpowder or any other explosive substance, such damages to be recovered by action in any court of competent jurisdiction ;
- (19.) In any case where any house or other building intended to remain standing shall be severed by the Company, the Company shall to the satisfaction of the corporation build up and repair such house or building so as to prevent any unsightly appearance ;
- (20.) When by reason of the construction of the authorised railways it becomes in the opinion of the corporation necessary or desirable that any lands of the Company should be fenced off from any street or road fronting, adjoining, or abutting thereon, the Company shall inclose such lands with walls or suitable fencing, such walls or fencing to be built or constructed of such height as the corporation shall require, and in all other respects to the satisfaction of the corporation ;
- (21.) The provisions of the Railways Clauses Consolidation Act 1845, contained in sections eighteen to twenty-three inclusive shall apply to the water mains and pipes of the corporation, and whenever in those sections the words "company" or "society" are used the same shall, for all the purposes of this Act, be held to extend to and include the corporation ;
- (22.) Wherever the mains or water pipes of the corporation shall be severed or interfered with by the authorised railways, and wherever it is necessary for the maintaining the supply of water to lay additional mains or water pipes, such additional mains or water pipes shall, previous to the severance or interference, be made by the corporation, at the expense of the Company ;
- (23.) If by reason of the construction of the authorised railways any increased length of mains or water pipes shall become necessary, the same shall be laid down by the corporation, at the expense of the Company, according to such plan, and in such manner, as shall be approved of by the corporation ;
- (24.) Wherever, by the appropriation or destruction of property by this Act or the recited Acts authorised, any mains or water

A.D. 1882.

pipes laid for the supply of such property shall be rendered unnecessary, the Company shall pay to the corporation the cost of laying an equivalent length of main or water pipe, and the cost of the works required for the discontinuance of the mains or water pipes rendered unnecessary to such amount as shall be estimated by the water engineer, and the mains and water pipes so rendered unnecessary, shall be the property of the Company;

(25.) If the owner, lessee, or occupier of any building of which no part shall be taken shall sustain any damage or injury from the construction or working of the authorised railways, such owner, lessee, or occupier shall be entitled to compensation in respect thereof, and the amount thereof shall, in case of difference, be ascertained and determined in the manner provided by the Lands Clauses Consolidation Act 1845, for the settling of cases of disputed compensation;

(26.) For the purpose of this Act, any sewer, drain, gas or water main, tube, pipe, or tramway, the construction or alteration of which arises from the making of the authorised railways, shall be considered works connected with the construction of the authorised railways;

(27.) In case the tunnel under Lord Street, Church Street, and Waterloo Place, or any part thereof, is constructed through quick sand or running sand, the same shall, so far as it comes in contact with the quick sand or running sand, be constructed with all modern engineering appliances, so as to interfere as little as possible with the support of the foundations of all buildings in the neighbourhood;

(28.) The Company shall not, under any circumstances whatever, except under a necessity created by accident, execute any works upon the surface of Lord Street, Church Street, or Waterloo Place, between the hours of seven in the morning and seven in the evening;

(29.) The city engineer and his assistants, or other persons appointed by the corporation, shall from time to time, and at all times during and after the construction of the authorised railways, have full power to enter and inspect the progress and condition thereof to see that the provisions of this Act are complied with.

For protection of owners, &c. in Birkenhead.

**24.** The Company shall not take any portion of the property numbered on the deposited plans 4, 5, 6, and 7, and 13 to 30, both inclusive, in the extra-parochial chapelry of Birkenhead (other than an easement underneath the cellars or coal vaults appurtenant to the said buildings, or any of them, and which abut under the foot-

way of the public streets), without the consent in writing of the respective owners thereof first had and obtained, neither shall the Company, without the consent of the corporation of Birkenhead, acquire any part of the property numbered 22A on the deposited plans, or any easement thereunder; but this provision shall not extend to the footway in Hamilton Square in front of such property.

A.D. 1882.

**25.** In the construction within the borough of Birkenhead of the works by this Act and the recited Acts authorised to be constructed by the Company the following provisions shall apply and have effect unless otherwise agreed between the mayor, aldermen, and burgesses of the borough of Birkenhead (in this section called "the corporation") and the Company:—

For the protection of the borough of Birkenhead and the owners lessees and occupiers of property within the borough.

- (1.) The tunnel or covered way of the railways authorised to be constructed shall be of such strength and durability as is proper and sufficient for the effectual support of any street or roadway under which it passes and shall be constructed with retaining walls at each side of the authorised railways sufficient to secure all buildings adjoining or near the railways from any damage or any loss of stability and the Company shall at their own expense, and to the satisfaction of the corporation, for ever hereafter maintain the said tunnel or covered way and works;
- (2.) In constructing the works authorised the Company shall deviate from the lines and levels, or some of them, as shown or described on the deposited plans and sections, so that the underside of the sleepers of the railway shall be at least twelve inches above the extrados of the arch or crown of the main sewer in the Borough Road and Hind Street, called the Grange Vale Outfall Sewer, and the sewer in Wilbraham Street respectively, and the extent of the deviation from the lines and levels shown upon the deposited plans shall, within the limits of deviation authorised, be determined by the corporation, and the works shall not be proceeded with until the extent of the deviation has been so determined by the corporation;
- (3.) Notwithstanding anything in this Act or in the recited Acts, the Company shall not deviate from the lines or levels under any public street, passage, or public place as shown on the deposited plans and sections (except to the extent and in manner authorised by this section), without the consent in writing of the corporation, which consent the corporation are hereby empowered from time to time to give, subject to such provisions and conditions as they may think fit;
- (4.) The rails of the railways authorised by this Act and the recited Acts shall be laid, bedded, and maintained, and from time to time renewed in such manner as shall be best suited for rendering the working of the railway as free from noise

A.D. 1882.

- and vibration as possible, and to the reasonable satisfaction of the engineer to the corporation ;
- (5.) 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 ;
- (6.) Where any station, any part of which shall be constructed above the surface of lands acquired or to be acquired under the authority of this Act or the recited Acts adjoins a street, such station shall be so arranged that a space of not less than ten feet in width shall be left between the present line of the street and the station for the whole length thereof for the purposes of the traffic to and from such station, which space shall be dedicated to the public, and become part of the respective streets accordingly, and shall be paved, flagged, and channelled at the expense of the Company, to the satisfaction of the corporation ;
- (7.) The Company shall not construct any part of any station or any approach thereto, or works connected with or for the purposes of a station, upon or over any street, passage, or public place, or so as to interfere with the use of such street, passage, or public place, without the consent of the corporation under the hand of the town clerk ;
- (8.) The design and materials of the elevation, including the roof of any building or ventilating shaft erected or rebuilt by the Company, fronting to or adjoining any street, shall be subject to the approval of the corporation ;
- (9.) The Company shall not divert, alter, or interfere with Borough Road, except as herein-after mentioned, and the Company shall, in the execution of the works authorised by this Act and the recited Acts, carry the said road by a bridge over the railway of such form, material, and construction, and with such screens and parapets both as regards the said bridge and its immediate approaches as shall be in all respects satisfactory to the corporation, and so that the said road shall be reconstructed without alteration of level or gradient, and of the full existing width (including footpaths), and the Company shall pave or flag to the satisfaction of the corporation so much of the footways of Argyle Street South and Borough Road as abut upon premises acquired by them and shall repave and reinstate so much of the carriageway as may be temporarily interfered with by the Company in the construction of the authorised works ;
- (10.) The Company shall not without the consent of the corporation under the hand of the town clerk (which consent the

corporation are hereby empowered to give, subject to such provisions and conditions as the corporation may deem expedient) temporarily close any street, road, passage, or public place, or construct any works, or perform any operations which may obstruct or in any way interfere with the traffic along or through such street, road, passage, or public place ;

- (11.) In the event of the Company requiring for the purpose of constructing the authorised railways, or any part thereof (subject to the restrictions in this section provided) to open or in any manner interfere with any portion of the surface of the footway or carriageway of any street, passage, or public place, then and in such case the Company shall, to the satisfaction of the corporation, provide a temporary bridge or roadway equal in width to the part or parts of the roadway and footway of such street, passage, or public place so opened or interfered with, and such temporary bridge or roadway shall be constructed and maintained to the satisfaction of the corporation until the said street, passage, or public place, and the footways thereof, respectively, have been restored to a good and proper state for the safety and convenience of the public ;
- (12.) Wherever any street, passage, or public place shall with the consent of the corporation be temporarily interfered with, diverted, or stopped up, or obstructed by the Company in the execution of the authorised railways, then in addition to the specific requirements herein-before contained proper accommodation for access to property, and any additional accommodation for traffic that may be required, shall be previously provided to the satisfaction of the corporation and shall thereafter during such diversion, stoppage, or obstruction be maintained, fenced, watched, and lighted by the Company to the satisfaction of the corporation at the expense of the Company ;
- (13.) The Company shall not during the construction of the authorised railways cart or take any rubbish, spoil, or débris, or cart any bricks or materials through or along any street so as to cause an obstruction except between the hours of seven o'clock in the evening and seven o'clock in the morning ;
- (14.) The Company shall not without the consent of the corporation under the hand of the town clerk construct in any street or public place any ventilating shaft, or any other shaft, eye, opening, or work into the said tunnel or covered way, but shall construct every such shaft, eye, opening, or work at such places only, either within or beyond the limits of deviation shown on the deposited plans, as shall be approved by the corporation,

A.D. 1882.

and in every respect in accordance with plans to be approved by them ;

- (15.) Before commencing the construction of any shaft, eye, opening, or work, with such consent as aforesaid, in any street, passage, or public place, the Company shall give to the corporation seven days notice in writing, and the works affecting such street, passage, or public place shall be done by the Company, under the superintendence of the borough engineer, to the satisfaction of the corporation ;
- (16.) The Company shall, as and when required by the corporation in writing under the hand of the town clerk, remove any shaft, eye, opening, or other work which may, with the consent of the corporation, have been constructed in any street, passage, or public place, and well and sufficiently, to the satisfaction of the corporation, restore the surface of such street, passage, or public place, and maintain in efficient repair the said surface so restored, for the period of twelve months, to the like satisfaction ;
- (17.) Whenever it may be necessary to intercept or interfere with any existing sewer or drain, the Company shall, before intercepting or interfering therewith, construct, according to a plan to be approved by the corporation, another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with, and such sewer or drain or substituted sewer or drain shall be connected, by and at the expense of the Company, with such convenient sewer or drain as shall be approved by the corporation ;
- (18.) If by reason of the construction of the authorised railway any additional sewers or drains, or any increased length or alteration of sewers or drains, or any man-holes, air-holes, or other works or conveniences connected therewith shall become necessary, the same shall be constructed by and at the expense of the Company, of such capacity, according to such plans, and in such manner as shall be approved by the corporation ;
- (19.) If, by reason of the construction of the authorised railway, the Grange Vale Outfall Sewer, or any other sewers belonging to the corporation crossed by the authorised railway, shall be structurally injured, or injuriously affected, or in case any sewer collapses by reason of the execution of the works or working of the authorised railway, the Company shall at once repair and make good such sewer to the satisfaction of the corporation ;
- (20.) The Company shall, after the construction of the authorised railway and works, keep in good repair all sewers where the line or any part of the railway crosses the same, so far as such



repairs are rendered necessary by the construction or working of the railway ;

- (21.) Except as by this section provided the Company shall not use gunpowder or any other explosive substance in the construction of the authorised works ;
- (22.) The Company may, with the consent of the corporation under the hand of the town clerk, use gunpowder, or some other explosive substance, in the construction of such works, and the corporation are hereby empowered from time to time to give the required consent, revocable on notice and subject to such conditions as they may see fit, and the Company 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 Company or their contractors, agents, or servants are guilty of negligence or not, such damages to be recovered by action in any court of competent jurisdiction ;
- (23.) In any case where any house or other building intended to remain standing shall be severed by the Company, the Company shall, to the satisfaction of the corporation, build up or repair such house or building so as to prevent any unsightly appearance ;
- (24.) Where, by reason of the construction of the authorised railways, it becomes, in the opinion of the corporation, necessary or desirable that any lands of the Company shall be fenced off from any street or road fronting, adjoining, or abutting thereon, the Company shall enclose such lands with walls or suitable fencing, such walls or fencing to be built or constructed of such height as the corporation shall require, and in all other respects to the satisfaction of the corporation ;
- (25.) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive shall apply to the gas and water mains and pipes of the corporation, and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the corporation ;
- (26.) Wherever the gas or water mains or pipes of the corporation shall be severed or interfered with by the works authorised by this Act or the recited Acts, and wherever it is necessary for maintaining the supply of gas or water to lay additional gas or water mains or pipes, such additional gas and water mains or pipes shall previous to the severance or interference, be laid by the corporation at the expense of the Company ;

A.D. 1882.

- (27.) If by reason of the construction of the authorised railways any increased length of gas or water mains or pipes shall become necessary, the same shall be laid down by the corporation at the expense of the Company, according to such plan and in such manner as shall be approved by the corporation ;
- (28.) Whenever, by the appropriation or destruction of property by this Act or the recited Acts authorised, any gas or water mains or pipes laid for the supply of such property (except pipes inside such property) shall be rendered unnecessary, the Company shall pay to the corporation the cost of laying an equivalent length of gas or water main or pipe, and the cost of the works required for the discontinuance of such gas or water mains or pipes rendered unnecessary to such amount as shall be estimated by the gas engineer or water engineer of the corporation, and the gas and water mains and pipes so rendered unnecessary shall be the property of the Company ;
- (29.) For the purposes of this Act any sewer, drain, gas, or water main or service pipe, tube or pipe, the construction or alteration of which arises from the making of the said railways, shall be considered works connected with the construction of the railways authorised as aforesaid ;
- (30.) If the owner, lessee, or occupier of any building of which no part shall be taken shall sustain any damage or injury from the construction or working of the authorised railways such owner, lessee, or occupier shall be entitled to compensation in respect thereof, and the amount thereof shall, in case of difference, be ascertained and determined in the manner provided by the Lands Clauses Consolidation Act 1845 for the settling of cases of disputed compensation ;
- (31.) The Company shall not take any part of the lands shown on the deposited plans or described in the deposited books of reference as public roads, streets, passages, or public places, but they may acquire and take, under the powers, and subject to the provisions of this Act, a perpetual easement for the purpose of making, maintaining, and repairing, and using the said railways in tunnel or covered way under such public roads, streets, passages, and places ;
- (32.) Whereas the Company and the corporation have agreed to dispose of any question arising under Article 3 of the agreement scheduled to the Mersey Railway Act, 1866, without prejudice on either side to the question on any future occasion as to the right of the corporation to claim payment for the easement of making and maintaining a railway under streets

and public places, the Company shall pay to the corporation within six months after the opening of the railway for any kind of traffic the sum of one thousand pounds in full compensation for the easement of making and maintaining their railways, as authorised by this or the recited Acts and the works connected therewith under all roads, streets, public places and land of the corporation, except the land abutting on Argyle Street South, referred to in sub-section 34;

(33.) Any works to be constructed, laid down, or executed in carrying into effect the powers conferred by this Act or the recited Acts by the Company, abutting upon or adjoining any land or property belonging to or used or occupied by the corporation as gasworks, or upon which the corporation are authorised to manufacture or store gas, shall be executed to the reasonable satisfaction of the engineer to the corporation so as to cause no injury or interference with any of the gasometers, holders, retorts, or other works of the corporation at the Birkenhead Gasworks, whether such works shall be extended or not, and if such injury or interference shall arise to any such gasometers, holders, retorts, or other works, the Company shall make full compensation in respect of such injury or interference, to be settled in case of dispute in manner provided by the Lands Clauses Consolidation Act 1845, for the settling of cases of disputed compensation, and to be recovered in any court of competent jurisdiction;

(34.) Notwithstanding anything contained in this Act, or in the recited Acts, the Company shall not without the consent of the corporation, under the hand of the town clerk, acquire more of the land belonging to the corporation, situated between Argyle Street South and the gasworks of the corporation than is shown on the plan signed by Thomas Charles Thorburn and Charles Douglas Fox, and coloured "red" thereon, and the Company shall erect a passenger station upon some portion thereof;

(35.) In case the Company shall desire to take and purchase the land shown on the said plan unless the amount of purchase money or compensation in respect thereof shall be agreed upon by the corporation and the Company, the same shall be ascertained and determined in the manner provided by the Lands Clauses Consolidation Act, 1845, for settling cases of disputed compensation;

(36.) In case the Company construct their railway and station, or works in open cutting to the west of Borough Road, parallel with Argyle Street South, they shall erect and maintain between

A.D. 1882.

the said railways and works and those streets a sufficient wall or walls and screens to the reasonable satisfaction of the corporation.

Local rates to be made good until railway completed.

**26.** The Company shall from time to time pay to the corporation of the city of Liverpool, and the corporation of the borough of Birkenhead respectively, all sanitary and other municipal rates leviable by or payable to the said corporations, upon the respective assessments of any lands or property shown upon the deposited plans, or a proportion of such rates respectively, from the time such lands or property shall be acquired by the Company until the railways and works are completed and assessed to such rates, and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of the acquisition thereof by the Company, notwithstanding that the buildings thereon, or forming part thereof, may have afterwards been taken down.

Company to give notice before taking dwellings of labouring classes.

**27.** The Company shall not less than eight weeks before they take in any parish fifteen houses or more occupied either in whole or in part by persons belonging to the labouring classes as tenants or 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 the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Company have in manner required by this section made known their intention to take the same.

Company to provide accommodation for persons of the labouring classes to be displaced.

**28.** Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of any house which the Company are by this Act authorised to acquire the Company shall (unless the Company and such person or persons otherwise agree) provide sufficient accommodation elsewhere for such person or persons and they may contribute towards the costs or expenses of erecting or providing houses or buildings for such accommodation by any company, body, or person: Provided always, that if any question arises as to the sufficiency of such accommodation the same shall be determined by a justice, and the Company may apply for the purposes of this section any moneys they are empowered to raise under the authority of this Act.

Deposit money not to be repaid except so far as railway is opened.

**29.** Whereas pursuant to the standing orders of both Houses of Parliament, and to an Act passed in the session of Parliament held in the ninth year of Her present Majesty, chapter twenty, a sum of twelve thousand nine hundred and ninety pounds being five per centum upon the amount by which the estimate in respect of the railways authorised by this Act exceeds the expense of the portion of railway by this Act directed to be abandoned, has been

deposited with the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act (which sum is in this Act referred to as "the deposit fund"): Be it enacted, that, notwithstanding anything contained in the said recited Act, the deposit fund shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them (which persons, survivors, or survivor, are or is in this Act referred to as "the depositors"), unless the Company shall, previously to the expiration of the period limited by this Act for completion of the railway, open the said railway for the public conveyance of passengers: Provided that, if within such period as aforesaid the Company open any portion of the said railway for the public conveyance of passengers, then, on production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid, and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway, the Chancery Division shall, on the application of the depositors, order the portion of the deposit fund so specified in the certificate as aforesaid to be paid or transferred to them, or as they shall direct, and the certificate of the Board of Trade shall, if signed by the secretary or by an assistant secretary of the said board, be sufficient evidence of the facts therein certified, and it shall not be necessary to produce any certificate of this Act having passed anything in the recited Act to the contrary notwithstanding.

**30.** If the Company do not previously to the expiration of the period limited by this Act for the completion of the railway hereby authorised to be made complete the said railway, and open it for the public conveyance of passengers, then, in every such case, the deposit fund, or so much thereof as shall not have been paid or transferred to the depositors, 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 said railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, 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 may seem fit, and if no such compensation shall be payable, or if a

Application  
of deposit.

A.D. 1882. — portion of the deposit fund shall have been found sufficient to satisfy all just claims in respect of such compensation, then the deposit fund, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and shall accordingly be paid or transferred to or for the account of Her Majesty's Exchequer, in such manner as the court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion of the Chancery Division, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof; provided, that until the deposit fund shall have been repaid to the depositors, or shall have become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the depositors.

Period for completion of works.

**31.** If the railway (except as herein-after specially provided) is not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing the railway, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as is then completed.

Portion of Railway No. 3 to be completed on or before 14 February 1884.

**32.** If the London and North-western and Great Western Railway Companies either before or immediately after the passing of this Act place the Company in possession of so much land the property of the said companies or over which they have parliamentary powers as is required for the purposes of that portion of Railway No. 3 by this Act authorised between its point of commencement and Argyle Street South, then such portion of Railway No. 3 shall be completed on or before the fourteenth day of February, one thousand eight hundred and eighty-four, and from and after that date the powers by this Act granted to the Company for making and completing the said portion of Railway No. 3 or otherwise in relation thereto shall cease.

Railways to form part of Company's undertaking.

**33.** The railways by this Act authorised shall, for the purposes of tolls and charges, be part of the undertaking of the Company.

Classification table of goods to be open to inspection

**34.** The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise train on the railway shall during all reasonable

hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission, and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling.

A.D. 1882.  
—  
and copies  
kept for sale.

The Company shall, within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railway, render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided, and the charge for conveyance over the railway shall be distinguished from the terminal charges if any, and if any terminal charge is included in such account, the nature and detail of the terminal expenses in respect of which it is made shall be specified.

Terminal  
charges (if  
any) to be  
specified on  
application.

If the Company fail to comply with the provisions of this section, they shall, for each offence, and in the case of a continuing offence for every day during which the offence continues, be liable to a penalty not exceeding five pounds, which penalty may be recovered and applied in the same manner as penalties imposed by section 14 of the Regulation of Railways Act, 1873.

36 & 37 Vict.  
c. 48.

**35.** The Company shall abandon the construction of so much of the railway authorised by the Act of 1871 as was intended to be situated between the termination of Railway No. 3 by this Act authorised in Borough Road, Birkenhead, and the Birkenhead Joint Railway near Green Lane, as such portion of railway will be rendered unnecessary by the construction of the Railway No. 3 in this Act described.

Company to  
abandon  
portion of  
authorised  
railway.

**36.** The abandonment by the Company under the authority of this Act of any portion of the railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation 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 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 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 lands, of any of the powers contained in the Railways Clauses Consolidation Act 1845, or the Act of 1871.

Compensa-  
tion for  
damage to  
land by entry,  
&c. for pur-  
pose of rail-  
way aban-  
doned.

A.D. 1882.

Compensation to be made in respect of portion of railway abandoned.

**37.** 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 portion of the railway or works authorised to be abandoned by this Act, the Company shall be released from all liability to purchase or to complete the purchase of any such lands, but notwithstanding 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, as amended by any subsequent Act, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Revival and extension of powers as to portion of authorised railway.

**38.** The powers of the Company for the compulsory purchase of land for the purposes of so much of the railway authorised by the recited Acts as is situated between the commencement of Railway No. 1 and the termination of Railway No. 3 by this Act authorised, are hereby revived, and shall continue in force for two years from the fourteenth day of August one thousand eight hundred and eighty-two, and the time for the completion of the said portion of railway is hereby extended, and shall continue for two years from the fourteenth day of August one thousand eight hundred and eighty-three.

Power to Company to raise additional capital.

**39.** The Company may, subject to the provisions of Part II. of the Companies Clauses Act 1863, from time to time raise any additional capital, not exceeding two hundred and seventy thousand pounds in the whole, by the creation and issue at their option of new ordinary shares, or new preference shares, or wholly or partially by either of those modes, but the Company shall not issue any share of less nominal value than ten pounds, nor shall any share vest in the person or corporation accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

New shares to be subject to the same incidents as other shares.

**40.** Except as by this Act otherwise provided, the additional capital in new shares created by the Company under this Act, and the new shares therein and the holders thereof respectively, shall be subject and entitled to the same powers, provisions, liabilities, rights, privileges, and incidents whatsoever in all respects as if that capital were part of the now authorised capital of the Company of



the same class or description, and the new shares were shares in that capital. A.D. 1882.

41. The capital in new shares so created shall form part of the capital of the Company, and every person who becomes entitled to any such new shares shall in respect of the same be a holder of shares in the capital of the Company, and shall be entitled to a dividend with the other holders of shares of the same class or description proportioned to the whole amount from time to time called and paid on such new shares. Dividends on new shares.

42. Except as otherwise expressly provided by the resolution creating the same, no person shall be entitled to vote in respect of any new shares to which a preferential dividend shall be assigned. Restriction as to votes in respect of preferential shares.

43. The Company may in respect of the additional share capital of two hundred and seventy thousand pounds, which they are by this Act authorised to raise, from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole ninety thousand pounds, but no part thereof shall be borrowed until shares for the whole of such additional capital of two hundred and seventy thousand pounds are issued and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that shares for the whole of such additional capital have 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 in such capital has been paid on account thereof, before or at the time of the issue or acceptance thereof, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, or their executors, administrators, successors, or assigns, are 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. Power to borrow on mortgage.

44. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall, during the continuance of such mortgages, and subject to the provisions of the Acts under which such mortgages were respectively granted, have priority over any mortgages granted by virtue of this Act, but nothing in this section contained shall affect any priority of the interest Existing mortgages to have priority.

A.D. 1882. of any debenture stock at any time created and issued by the Company.

Appointment of a receiver.

**45.** Section eighteen of the Act of 1866 and section thirty-nine of the Act of 1871, relating to the appointment of a receiver, are hereby repealed, but without prejudice to any appointment heretofore made or any proceedings now pending. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal, 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.

Debenture stock.

**46.** The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863, but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

**47.** All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act and the recited Acts only.

Quorum of meeting of directors.

**48.** Section 25 of the Act of 1866, relating to the quorum of a meeting of the directors of the Company, is hereby repealed. After the passing of this Act the quorum of a meeting of directors shall be three.

Repeal of provision in Act of 1871.

**49.** Section five of the Act of 1871, relating to the Liverpool Central Station, is by this Act repealed.

Compensation to be paid in respect of the Woodside Ferry.

**50.** Whereas by the Mersey Railway Act 1866, section 32, it was enacted that the Company should make compensation to the Birkenhead Improvement Commissioners (now the corporation of Birkenhead) for the damage or lessening in value of the Woodside Ferry, and that the amount of the compensation if not agreed on should be ascertained and settled as therein mentioned; and by section 33 the rights of the said commissioners were saved, and by the Mersey Railway Act 1871 (section 26) it was enacted that the provisions contained in the said sections 32 and 33 as to Woodside Ferry, and saving the rights of the commissioners, should extend and be applicable to the railways and works by that Act authorised,

and the powers by that Act conferred upon the Company: Be it enacted, that the Company shall pay to the corporation of Birkenhead in manner herein-after mentioned the sum of fifty thousand pounds as full compensation for the damage or lessening in value which shall or may be done to the said Woodside Ferry under the powers conferred upon the Company by the said Acts of 1866 and 1871, and this (or any other Act now in force): that is to say, twenty thousand pounds of the said sum of fifty thousand pounds shall be paid at or before the expiration of six months from the opening for any class of traffic of that part of the railway which will be under the River Mersey, and the remaining thirty thousand pounds by annual instalments of five thousand pounds each whereof the first instalment shall become due and be paid at the expiration of eighteen months from the opening for any class of traffic of the before mentioned part of the railway, and the remaining instalments at the end of each successive twelve months after the time fixed for payment of the first instalment, and on payment of the said sum of fifty thousand pounds in the manner aforesaid the Company shall be freed from all further claims by the corporation for compensation in respect of such damaging or lessening in value of the said ferry as if the said recited sections of the Acts of 1866 and 1871 were by this Act repealed.

**51.** All moneys received by the corporation from the Company in respect of the compensation to be paid as aforesaid, shall be applied in or towards discharge of the principal of the Birkenhead and Claughton debt as defined by the Birkenhead Corporation Act 1881.

Application of compensation moneys. 44 & 45 Vict. c. cliii.

**52.** If default be made by the Company in payment of the said sum of twenty thousand pounds, or of any of the said annual instalments, for twenty-one days after the times appointed by this Act for payment of the same respectively, the corporation may recover the same, together with interest at the rate of five pounds per centum per annum, by action in any court of competent jurisdiction.

Remedy of corporation in case of default of Company.

**53.** The Company may from time to time make and carry into effect agreements with the mayor, aldermen, and citizens of the city of Liverpool, and the mayor, aldermen, and burgesses of the borough of Birkenhead (herein-after called "the said corporations"), and the Mersey Docks and Harbour Board (herein-after called "the board"), or either of the said corporations, or the board, with respect to the following purposes, or some of them, (namely):

Agreements with corporations of Liverpool and Birkenhead, and Mersey Docks and Harbour Board.

The occupation for the purposes of the Company's undertaking of lands or property vested in or under the control or management of the said corporations and board;

A.D. 1882.

The construction of accommodation works and buildings in or over such lands or property ;

The construction of approaches and accesses to and communications through the property to be acquired by the Company ;

The construction and use of streets, subways, sewers, drains, tramways, junctions, and other works ;

The payments to be made by either of the parties towards the construction and maintenance of any such works and conveniences.

Provided always, that no such agreement shall be made so as to prejudice, alter, or affect any property, right, or easement belonging to or occupied or enjoyed by the London and North-western and Great Western Railway Companies, or either of them.

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

54. The Company shall not out of any money by this Act authorised to be raised pay interest or dividend to any shareholder on the amount of calls made in respect of the shares held by him, but nothing herein contained shall prevent the Company from paying to any shareholder such interest on money advanced by him, beyond the amount of calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

55. The Company shall not out of any money by this Act authorised to be raised 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.

Provisions as to general Railway Acts.

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

Costs of Act.

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