

means of a bridge of the height and width, and with the ascent or descent by that or the special Act in that behalf provided; and such bridge, with the immediate approaches, and all their necessary works connected therewith, are to be executed and at all times thereafter maintained at the expense of the company. This section deals with two cases, first, the case of a road carried over the railway by means of a bridge; and, secondly, the case of the railway being carried over a road. These two cases require separate consideration.

Taking the first of these cases, where the road is carried over the railway, we find that a question was raised as long ago as 1858 as to the liability to repair the roadway carried over the bridge. In the case of *Reg. v. North Staffordshire Railway Company*, 22 J. P. 112, otherwise reported as *North Staffordshire Railway Company v. Dale*, 8 E. & B. 836; 27 L. J. M. C. 147, the railway company contended that under the section already set out the road was to be distinguished from the bridge. The section, it was urged, provided that the road should be carried over by means of a bridge; therefore the road was something distinct from the bridge. The thing to be executed under the section was the structural work of the bridge, and it was that line which the company were bound to repair. The court, consisting of Lord Campbell, C.J., Wightman and Crompton, JJ., refused to adopt this view. They held that the section provided as well for the construction of the bridge and the roadway over it as for the future maintenance and repairs of both; and that the company was not only bound to make the bridge considered as the substratum of the roadway, but also the roadway on and over that substratum, and to maintain and repair such substratum and roadway. The same point was raised in the case of *Leach v. The North Staffordshire Railway Company*, 24 J. P. 71; 29 L. J. M. C. 150. In that case, by the special Act of the railway company, the company were required to erect a bridge over a certain highway where the railway crossed, and the Act provided that so much of the said road as should be broken up and damaged for the purposes of the Act should be reinstated and made good with such repairs as the road was then composed of, and the fences, wherever necessary, should be reconstructed and put into complete repair by the company, and kept in repair for the space of 12 calendar months after the making, forming, and completing thereof. It was held that an obligation to keep in repair the roadway over bridges and the approaches to bridges was imposed upon companies by section 46 of the Railways Clauses Act, and further, that such obligation was not taken away by the special Act which we have quoted. The court expressly affirmed the decision in *The North Staffordshire Railway Company v. Dale*, *supra*. The next case in which the point arose was that of *The North of England Railway Company v. Langbaugh*, 28 J. P. 518. There it was contended that although the railway company were bound to make the bridge over the railway and the road, still they were not bound to maintain the road itself, for that was the proper duty of the inhabitants of the parish; but the court held that they were bound to follow the previous decisions, and that upon the authority of these decisions the company were bound not only to construct the bridge and the roadway and approaches, but to keep all these in repair for the future. From