



CHAPTER cxlix.

An Act to authorise the Lancashire and Yorkshire Railway Company to construct new railways to widen certain existing railways and to construct other works to acquire additional lands and to raise additional capital and for other purposes. [1st August 1904.] A.D. 1904.

WHEREAS it is expedient that the Lancashire and Yorkshire Railway Company (who are herein-after referred to as "the Company") should be authorised—

To make and maintain the railways and works herein-after described ;

To widen and improve certain portions of their railway ;

To deal with certain roads and footpaths connected with their undertaking ;

To purchase and hold additional lands for the general purposes of their undertaking ; and

To raise additional capital for the purposes of this Act and the general purposes of their undertaking :

And whereas it is expedient that the Company and the London and North Western Railway Company (herein-after referred to as "the North Western Company") should be empowered to purchase the lands at Fleetwood herein-after described :

And whereas the time limited by the Lancashire and Yorkshire Railway Act 1891 (herein-after referred to as "the Act of 1891") for the completion of Railway No. 2 described in and authorised by that Act has been extended by subsequent Acts and under the provisions of the Lancashire and Yorkshire Railway (Various Powers) Act 1901 (herein-after referred to as "the Act of 1901") will expire on the third day of July one thousand 54 & 55 Vict.
c. xcix.

1 Edw. 7.
c. cvii.

[Ch. cxlix.] *Lancashire and Yorkshire Railway* [4 EDW. 7.]
(*Various Powers*) Act, 1904.

A.D. 1904. — nine hundred and five and it is expedient that the time for the completion of the said railway should be further extended :

62 & 63 Vict.
c. lxxxiv. And whereas by the Lancashire and Yorkshire Railway (New Railways) Act 1899 (herein-after referred to as "the Act of 1899") the Company were authorised to make and maintain certain railways therein described as "Manchester Blackley and Middleton Railway" and "Connecting line at Middleton Junction" and it is expedient that the Company should be authorised to abandon the construction of the said railways :

2 Edw. 7.
c. cxxviii. And whereas under powers conferred upon them by the Lancashire and Yorkshire Railway (Steam Vessels) Act 1902 the Company have acquired the undertaking of the Drogheda Steam Packet Company Limited and have provided and maintain a service of steam vessels between the ports of Liverpool and Drogheda and it is expedient that the Company should be empowered to establish and conduct an hotel at Drogheda and that the powers in this Act contained with reference thereto should be conferred upon the Company :

60 & 61 Vict.
c. ccxliii. And whereas by the Dearne Valley Railway Act 1897 the Dearne Valley Railway Company were incorporated and by that Act and the Dearne Valley Railway Act 1900 were authorised to construct certain railways in the county of York :

1 Edw. 7.
c. cxxx. And whereas by the Lancashire and Yorkshire Railway (Dearne Valley Junction Railways) Act 1901 the Company were authorised to construct the railways described in that Act to connect the railways of the Dearne Valley Railway Company with the Wakefield Pontefract and Goole Railway of the Company and by the Lancashire and Yorkshire Railway (Various Powers) Act 1902 the Company are authorised to subscribe not exceeding two hundred thousand pounds towards the undertaking of the Dearne Valley Railway Company and to appoint two persons to be directors of that company :

And whereas the Company have running powers by agreement over the railways of the Dearne Valley Railway Company and it is expedient that the Company and the Dearne Valley Railway Company should be authorised to enter into agreements such as are herein-after provided for :

34 & 35 Vict.
c. lxiv. And whereas by the Lancashire and Yorkshire and London and North Western Railway Companies (Blackpool and Lytham Railway &c.) Act 1871 the Blackpool and Lytham Railway

authorised by the Blackpool and Lytham Railway Act 1861 was
amalgamated with the Preston and Wyre Railway undertaking
which is vested in the Company and the North Western Com-
pany and provisions were contained in the said Act of 1871
and in the Lancashire and Yorkshire Railway Act 1882 for the
redemption by agreement of certain preference shares (in the
said Acts called "stock") issued by the Blackpool and Lytham
Railway Company to the amount of ten thousand three hundred
and seventy pounds :

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24 & 25 Vict.
c. ix.

45 & 46 Vict.
c. cxii.

And whereas one thousand and five of the said shares have
been redeemed under the provisions of the said Acts of 1871 and
1882 and it is expedient that provision should be made as in this
Act contained for the conversion of the remaining thirty-two of
the said shares (herein-after referred to as "Blackpool and Lytham
railway shares") into debenture stock of the Company and of
the North Western Company as herein-after provided :

And whereas it is expedient that the other provisions herein-
after contained should be made :

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

And whereas plans and sections showing the lines and levels
of the railways widenings and other works authorised by this Act
and the lands in or through which the same are intended to be
made and plans of the lands which are authorised to be acquired
under the powers of this Act and a book of reference to such plans
containing the names of the owners and lessees or reputed owners
and lessees and of the occupiers of the said lands have as regards
the widenings and other works lands and property in Lancashire
been deposited with the clerk of the peace for the county palatine
of Lancaster and as regards the railways widening and other works
lands and property in the West Riding of the county of York with
the clerk of the peace for the said West Riding and those plans
sections and books of reference are in this Act referred to as the
deposited plans sections and books of reference respectively :

May it therefore please Your Majesty that it may be enacted
and be it enacted by the King'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 :—

1. This Act may be cited as the Lancashire and Yorkshire
Railway (*Various Powers*) Act 1904. Short title.

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Incorporation of general Acts.

2. The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (Construction of a railway) Part II. (Extension of time) and Part III. (Working agreements) of the Railways Clauses Act 1863 are except where the same are expressly varied by this Act incorporated with and form part of this Act.

Applying certain provisions of Companies Clauses Acts.

3. Subject to the provisions of this Act the 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 borrowed money into capital ;

The consolidation of the shares into stock ;

The making of dividends ;

The giving of notices ; and

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

and Parts I. II. and III. of the Companies Clauses Act 1863 (as amended by subsequent Acts) relating respectively to the cancellation and surrender of shares to additional capital and to debenture stock shall be applicable to the capital and moneys hereby authorised to be raised by shares or stock or mortgage or debenture stock and to the proprietors thereof.

Interpretation.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction.

Power to make railways and to widen portions of railways &c.

5. 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 widenings of portions of their existing railways (including in such widening

the altering and improving of and the laying down of additional lines of rail upon the said portions) and works herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may exercise the following powers and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes (that is to say):—

In the West Riding of the county of York—

A railway No. 1 (6 furlongs 8·55 chains or thereabouts in length) wholly situate in the parish of Ferry Fryston commencing by a junction with the Wakefield Pontefract and Goole Railway of the Company near the post on such railway indicating $57\frac{1}{2}$ miles from Manchester and terminating by a junction with the York Knottingley and Pontefract Railway of the North Eastern Railway Company at a point about 20 chains north of the northern end of Ferry Bridge station ;

A railway No. 2 (1 furlong 9 chains or thereabouts in length) commencing in the parish and urban district of Mexborough by a junction with Railway No. 5A authorised by the Dearne Valley Railway Act 1897 at a point 2 furlongs or thereabouts from the commencement of that railway as shown on the deposited plans referred to in that Act and terminating in the parish of Conisbrough on land abutting on the south side of the River Don :

In the county of Lancaster —

A widening (No. 1) of the Aintree and Bootle Branch Railway of the Company commencing in the parish and urban district of Litherland by a junction with the said branch railway at a point about $6\frac{1}{2}$ chains south-west of the signal cabin known as the North Mersey Branch Junction cabin and terminating in the parish of Sefton by a junction with the said branch railway at a point about $12\frac{1}{2}$ chains east of the signal cabin known as Sefton Junction cabin ;

A widening (No. 2) of the Preston Extension Railway of the Company on the east side thereof commencing in the parish and urban district of Walton-le-Dale

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by a junction with that railway at a point about 5 chains south of the centre of the bridge carrying the said railway over the River Ribble and terminating in the parish and county borough of Preston by a junction with the said railway opposite the lodge of Avenham Park ;

A widening (No. 3) of the said Preston Extension Railway of the Company on the west side thereof wholly situate in the said parish and county borough of Preston commencing at the northern end of the bridge carrying such railway over the River Ribble and terminating by a junction with the said railway near the southern end of No. 8 platform of Preston passenger station ;

A widening (No. 4) of the Prestwich Branch Railway of the Company wholly situate in the parish city and county borough of Manchester commencing by a junction with the said branch railway at a point about 3 chains north-east of the signal cabin known as Victoria East cabin and terminating by a junction with the said branch railway at a point about 3 chains north-east of the signal cabin known as Footbridge cabin ;

A widening (No. 5) of the main line of railway of the Company wholly situate in the parish and county borough of Rochdale commencing by a junction with the said railway at a point about 9 chains north-east of Castleton station and terminating by a junction with the said railway near the bridge carrying such railway over New Barn Lane ;

A widening (No. 6) of the main line of railway of the Company wholly situate in the parish and urban district of Littleborough commencing by a junction with the said railway near the bridge carrying such railway over Halifax Road near Littleborough station and terminating by a junction with the said railway about 5 chains south of the bridge carrying the Todmorden Road over such railway ;

A widening (No. 7) of the Burnley Branch Railway of the Company wholly situate in the parish of Cliviger commencing by a junction with the said branch railway at the south-eastern face of Holme tunnel and terminating by a junction with the said branch railway about

10 chains south-east of the signal cabin known as Copy Pit Siding cabin : A.D. 1904.

In the county of Lancaster and in the West Riding of the county of York—

A widening (No. 8) of the said Burnley Branch Railway of the Company commencing in the said parish of Cliviger in the county of Lancaster by a junction with the said branch railway about 20 chains south-east of the said Copy Pit Siding cabin and terminating in the parish and borough of Todmorden in the West Riding of the county of York by a junction with the said branch railway about 8 chains north-west of the level crossing at Portsmouth station :

In the West Riding of the county of York—

A widening (No. 9) of the main line of railway of the Company at Normanton wholly situate in the parish of Warmfield-cum-Heath commencing by a junction with the said railway near the bridge carrying such railway over the footpath leading from Kirkthorpe to Newland Park and terminating by a junction with the said railway near Goose Hill bridge ;

A widening (No. 10) of the Wakefield Pontefract and Goole Railway of the Company commencing in the parish and borough of Pontefract by a junction with the said railway about 4 chains east of the bridge carrying such railway over Ferry Bridge Road and terminating in the parish of Ferry Fryston by a junction with the said railway about 11 chains east of the post on the said railway indicating $57\frac{1}{2}$ miles from Manchester.

6. The Company may make the arch of the bridge for carrying widening No. 5 by this Act authorised over the road numbered on the deposited plans 4 in the parish of Rochdale of any span not less than twenty-four feet. Span of bridge over road at Rochdale.

7. The Company may stop up the roads referred to in the next following table (that is to say) :— Power to stop up certain roads as shown on deposited plans.

Widening.	Parish.	No. of Road on Plan.
No. 1 - - -	Litherland - - -	33 42 50
No. 4 - - -	Manchester - - -	11 35 59 61 66

A.D. 1904. — to the extent to which those roads respectively are shown on the deposited plans as intended to be stopped up and thereupon all public rights of way over the same to the extent aforesaid shall be extinguished but any road or portion of road shall not be stopped up unless the Company are owners in possession of all houses and lands on both sides of such road or portion of road as the case may be except so far as the owners lessees and occupiers of such houses and lands may otherwise agree.

Railways and
widening to
form part of
Lancashire
and Yorkshire
Railway.

8. Subject to the provisions of this Act the railways and widenings of the Company's railway authorised by this Act shall for the purposes of tolls rates and charges and all other purposes whatsoever be part of the Lancashire and Yorkshire Railway.

Period for
completion
of railways.

9. If the new railways authorised by this Act be not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted for making and completing the said railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Penalty un-
less railways
are opened
within time
limited.

10. If the Company fail within the period limited by this Act to complete the new railways by this Act authorised the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the new railway in the completion of which default is made is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such railway And the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening such new railway by unforeseen accident or circumstances beyond

their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control. A.D. 1904.

11. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the new railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of such new railways 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 High Court may seem fit And if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railways or railway in respect of which the penalty shall have been incurred or any part thereof have or has been abandoned be paid to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company. Application of penalty.

12. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways and widenings hereinbefore authorised by a bridge or bridges unless the level of such road or public highway is permanently altered so as to increase the gradient of any part thereof. Company not liable to repair surface of road gradient of which is not increased.

13. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company or society" Provided that any penalties recovered under section 23 Protection of gas and water mains of local authorities.

A.D. 1904. shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

Further
works by
Company.

14. 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 works herein-after described and may exercise the powers herein-after mentioned and may for the purposes aforesaid make such alterations in the levels of the streets roads and footpaths affected thereby as are shown upon the deposited plans and sections and in addition to any other lands which they are by this Act authorised to acquire may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes making compensation in accordance with the Lands Clauses Acts to all persons injuriously affected by the exercise of the powers contained in this section.

The Company may execute the following works and exercise the following powers and the following provisions shall have effect (that is to say) :—

In the county of Lancaster—

In the parish and urban district of Littleborough—

The Company may in connexion with the widening (No. 6) herein-before described stop up and extinguish all rights of way over their existing railway at points about 4 chains north-east of the post indicating $14\frac{1}{4}$ miles from Manchester and about 10 chains north-east of the post indicating $14\frac{1}{2}$ miles from Manchester respectively :

In the parish of Bootle-cum-Linacre and county borough of Bootle—

The Company may lay down rails on the level in upon and across—

(A) The public road known as Shore Road on the easterly side of the North Mersey goods station of the Company at a point about 30 yards north-west of the crossing of such road by the North Mersey Branch Railway of the Company ;

(B) The said Shore Road and the public road known as Regent Road at points respectively about 63 yards north-west and 63 yards north of the junction of such roads :

In the parish of Fazakerley—

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The Company may make a bridge for foot-passengers with proper approaches by means either of steps or an inclined plane to be reasonably approved by the Sefton Rural District Council over the Aintree and Bootle Branch Railway of the Company at or near the footpath level crossing on the west side of the Railway Signal Company's works. And the Company shall not lay down across the said footpath level crossing any additional line of railway unless and until they shall have erected in substitution for such footpath the said bridge for foot-passengers and the Company shall thereafter at their own expense maintain and repair the said bridge and approaches :

And so soon as the said bridge shall have been completed to the satisfaction of two justices and opened to the public the Company may stop up the said level crossing between the points of commencement and termination of the said bridge and approaches and all rights of way over the said level crossing shall thereupon be extinguished :

In the parish and urban district of Walton-le-Dale—

The Company may divert the footpath leading from Watering Pool Farm to Todd Lane and crossing the Preston Extension Railway of the Company on the level at a point about 100 yards north-west of the north-west end of Preston Junction station platform such diversion commencing in the said footpath at a point about 235 yards south-west of the centre of the level crossing lastly herein-before mentioned and terminating in Todd Lane at a point about 40 yards south of the centre of the bridge carrying that lane over the said railway :

And so soon as the said diversion shall have been completed to the satisfaction of two justices and opened to the public the Company may stop up the existing footpath between the commencement of such diversion and the junction of such existing footpath with Todd Lane and all rights of way over the said portion of footpath so stopped up shall thereupon be extinguished :

The Company may make—

(A) A new footpath abutting on the northern side of the Company's Preston Extension Railway

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commencing by a junction with Todd Lane and terminating by a junction with Green Lane ;

(B) A new footpath abutting on the northern side of the said Preston Extension Railway commencing in Green Lane at or near the termination of the lastly described work and terminating in Brown Edge Lane at a point about 15 yards north-east of the centre of the Brown Edge Lane level crossing of the said railway :

And so soon as the lastly described footpaths shall have been completed to the satisfaction of two justices and opened to the public the Company may stop up so much of the existing footpath known as Green Lane as extends from the north-east side of the Green Lane level crossing to Brown Edge Lane and all rights of way over the said portion of existing footpath shall thereupon be extinguished :

In the parish and urban district of Chadderton—

The Company may widen on the west side thereof the bridge known as Scowcroft Bridge carrying the main line of railway of the Company over the Rochdale Canal :

In the parish and county borough of Rochdale—

The Company may lengthen the bridge carrying the main line of railway of the Company over Boundary Street such lengthening to extend south-eastwards for a distance of about 10 yards from the south-eastern face of the existing bridge :

In the parish and urban district of Royton—

The Company may make a new road commencing in Edge Lane Street opposite the south-east side of Crompton Street and terminating by a junction with Shaw Road near the bridge carrying such road over the Royton Branch Railway of the Company :

And so soon as the said new road shall have been completed to the satisfaction of two justices and opened to the public the Company may stop up the occupation road and footpath which extends from the point of commencement of the said new road in Edge Lane Street to a point in Shaw Road about 130 yards south-west of the centre of the said bridge and thereupon all rights of way thereover shall be extinguished.

15.—(1) The agreement dated the nineteenth day of January one thousand nine hundred and three between the Company and the mayor aldermen and burgesses of the borough of Bootle (in this section referred to as “the corporation”) of which a copy is set out in the First Schedule to this Act is hereby confirmed and made binding upon and may be carried into effect by the parties thereto respectively.

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Confirming
agreement
with corpo-
ration of
Bootle.
Provisions
as to bor-
rowing by
Corporation.

(2) For the purpose of constructing the subway referred to in paragraph 17 of the said agreement the corporation may borrow with the consent of the Local Government Board such sums as may be required upon the security of the district fund and general district rate of the borough of Bootle.

(3) The corporation shall pay off all moneys borrowed under this section within such period not exceeding fifty years as the Local Government Board may approve and the period so approved shall be “the prescribed period” within the meaning of the articles of the Bootle Order herein-after mentioned and shall be the prescribed period for the purpose of the Local Loans Act 1875.

(4) The provisions of Article XII. Articles XIV. to XIX. and Article XXI. of the Bootle Order 1897 (scheduled to and confirmed by the Local Government Board’s Provisional Orders Confirmation (No. 16) Act 1897) shall so far as they are applicable apply to the borrowing of money by the corporation under this section and to the repayment thereof but such power of borrowing shall not (except as aforesaid) be restricted by any of the provisions of the Public Health Act 1875 and in calculating the amount which the corporation may borrow under that Act any sum which they may borrow under this Act shall not be reckoned.

16. The Company in constructing the several works authorised by the section of this Act the marginal note whereof is “Further works by Company” may deviate from the centre lines shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively but so nevertheless that no part of such deviation extend to a greater distance than the said limits and may deviate from the levels shown on the deposited sections to any extent not exceeding three feet but not so as to increase the gradient of any work as shown on the said sections.

Power to de-
viate in con-
struction of
works.

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Company
empowered
or may be
required to
underpin or
otherwise
strengthen
houses near
works.

17. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the works by this Act authorised it may be necessary to underpin or otherwise strengthen the same Therefore the Company at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

- (1) At least ten days notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened:
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company:
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade:
- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house 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 and if so required by such owner lessee or occupier shall 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 or building:
- (5) The Company shall be liable to compensate the owners lessees and occupiers of every such house 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: A.D. 1904.

- (6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:
- (7) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the 68th section of the Lands Clauses Consolidation Act 1845 or under any other Act:
- (8) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts:
- (9) Nothing in this section shall repeal or affect the application of the 92nd section of the Lands Clauses Consolidation Act 1845.

18. The road authorities of the districts in which the new or diverted roads or footpaths mentioned in the foregoing section of this Act the marginal note whereof is "Further works by Company" are situate shall except otherwise expressly agreed respectively repair and maintain so much thereof as is situate in their respective districts Provided that unless otherwise agreed the structure of every bridge shall be repaired and maintained by the Company.

As to repair
&c. of substi-
tuted roads
and foot-
paths.

The Company and any such road authority may enter into and fulfil agreements for and in relation to such construction and for or in relation to the repair and maintenance of such new or diverted roads or footpaths Any such agreements shall be deemed

A.D. 1904. to be purposes of the Public Acts under which such respective road authorities have jurisdiction and any expenses incurred in relation to such agreements shall be deemed to be expenses incurred for the purposes of those Acts.

The certificate of two justices of the due completion of such new or diverted roads or footpaths shall be conclusive evidence of the fact so certified and such certificate shall be obtained and the new or diverted roads or footpaths opened to the public before the existing roads or footpaths are interfered with except in so far as may be necessary for the construction and completion of such new or diverted roads or footpaths.

Before applying to the justices for any such certificate the Company shall give to the road authority of the district in which the existing road or footpath is situate seven days' notice in writing of their intention to apply for the same and the like notice shall be given in respect of the bridge for foot-passengers over the Aintree and Bootle Branch Railway of the Company in the parish of Fazakerley by this Act authorised.

Power to
Company to
purchase
additional
lands.

19. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily or by agreement and may hold for the improvement and enlargement of their railway stations and works and for the construction of new stations engine sheds and other works buildings and sidings and other the purposes of their undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference and may hold such of those lands as have already been purchased on behalf of the Company and may exercise the powers herein-after conferred:—

In the county of Lancaster—

Certain lands in the parish of Simonstone abutting upon the south side of the North Lancashire Loop Line of the Company at Simonstone station and on the east side of the approach road to such station ;

Certain lands in the parish and borough of Southport lying between the West Lancashire Railway of the Company and the Liverpool Southport and Preston Junction Railway of the Company ;

Certain lands in the parish and county borough of Bolton abutting on the south-west side of the Manchester Bolton

and Bury Canal of the Company and extending for a length of about 238 yards in a south-easterly direction from a point about 266 yards south-east of the bridge known as Smithy bridge ;

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Certain lands in the parish of Pendleton in the county borough of Salford lying between the Hindley and Pendleton Railway of the Company and Duchy Road ;

Certain lands in the parish of North Manchester and city and county borough of Manchester abutting on the eastern side of the Crumpsall goods yard of the Company and on the north side of Crumpsall Lane ;

Certain lands in the parish and county borough of Rochdale abutting upon the south-east side of the main line of railway of the Company and extending in a south-westerly direction for a length of about 50 yards from Boundary Street :

In the West Riding of the county of York—

Certain lands in the parish and borough of Todmorden abutting upon the northern boundary fence of the main line of railway of the Company and extending from near the bridge carrying Hall Royd Road over the said main line to a point opposite or nearly opposite the western end of Millwood tunnel ;

Certain lands in the parish and urban district of Southowram abutting upon the north-west side of the River Calder and extending in a north-easterly direction for a length of about 166 yards from the northern corner of the foot-bridge crossing the said River Calder near its junction with the Tag Cut of the Calder and Hebble Navigation ;

And certain other lands in the parish city and borough of Wakefield abutting upon the north-west side of the main line of railway of the Company and extending from the south-western boundary fence of the Great Northern Railway near Ings Junction for a length of about 208 yards in a south-westerly direction.

20. The Company may in connexion with the purchase of the said lands in the parish of Pendleton in the county borough of Salford stop up the footpath running along the south-west boundary fence of the Hindley and Pendleton Railway of the Company and extending from Bank Lane to Duchy Road.

Stopping up
footpath at
Pendleton.

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As to vesting of site and soil of portions of roads &c. stopped up.

21. Subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway the site and soil of the portions of roads and footpaths stopped up diverted and discontinued under the authority of this Act and the fee simple and inheritance of such roads shall if and so far as the Company are or under the powers of this Act become the owners of the lands on both sides thereof be wholly and absolutely vested in them for the purposes of their undertaking :

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this Act and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Power to grant easements &c. by agreement.

22. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act or any of the purposes of their undertaking 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.

Owners may be required to sell parts only of certain properties.

23. And whereas in the construction of the works by this Act authorised or otherwise in exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the Second Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties" ;

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- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and

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order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner :

- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Nothing in this section shall empower the Company to take otherwise than by agreement a part only of the dwelling-house numbered on the deposited plans 64 in the parish of Manchester or the shed numbered on the said plans 65 in the said parish within the limits of deviation.

24. Subject to the provisions of this Act the Company and the North Western Company jointly or either of them with the consent of the other may enter upon and take compulsorily or by agreement and may hold for the purposes of their Preston

Power to
Company
and London
and North
Western

and Wyre undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference viz. :—

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 Railway Company to purchase lands.

Certain lands in the parish and urban district of Fleetwood in the county of Lancaster abutting upon the north-west side of the Preston and Wyre Railway and extending from the south-western termination of Dock Street for a length of about 540 yards in a south-westerly direction.

25. The powers for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands.

26. The following provisions shall have effect for the protection of the Sheffield and South Yorkshire Navigation Company (in this section called "the navigation company") and the canal and the River Don forming parts of the River Dun Navigation (in this section called "the navigation") (that is to say) :—

For protection of Sheffield and South Yorkshire Navigation Company.

- (1) The Company shall carry railway No. 2 by this Act authorised across the navigation and towing-path by means of a girder bridge of one span having throughout a clear minimum headway above the ordinary level (as shown on the deposited sections) of the water in the river where crossed of nineteen feet and the towing-path on the north side of the navigation shall be not less than twelve feet wide throughout :
- (2) The Company shall at all times hereafter maintain the bridge of the minimum headway herein specified above such ordinary water level :
- (3) The foundations of the piers or abutments of the bridge shall be carried down to such depths below the ordinary level of the surface of the water in the navigation and shall be placed in such positions as shall be reasonably approved by the principal engineer of the navigation company :
- (4) If at any time hereafter the railway bridges existing at the passing of this Act across the River Dun Navigation between Conisbrough and Stainforth shall be raised or converted into opening bridges and the navigation company shall apply to Parliament for power at their own expense to raise the bridge carrying railway No. 2

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across the navigation so as to afford a like clear headway above the ordinary level of the surface of the water in the navigation where so crossed or to convert the same into an opening bridge the Company shall not oppose such application in principle but they shall have the option of determining whether the additional headway shall be obtained by raising the bridge or by its conversion into an opening bridge and they shall be entitled to oppose such application for the purpose of securing any alteration in the railway and works on each side of such bridge which may be reasonably necessary for the convenient working of the railway and for the purpose of securing protection for their railway and works and the traffic thereon And the Company shall after the raising or conversion of the bridge as the case may be at all times at the cost of the navigation company maintain the same and (in the case of conversion) work and manage the same as an opening bridge for the passage through the same of vessels which cannot with safety to the vessels or without risk of damage to the cargo therein lower their masts or chimneys And such bridge shall be so worked according to such regulations restrictions and arrangements as the Board of Trade may from time to time on the application of either the Company or the navigation company prescribe having due regard to the relative importance of and to the regular convenient and safe working of the traffic on the railway and navigation respectively :

- (5) The Company as well during the construction as during any repairs of the bridge shall leave the navigable waterway and towing-path free and uninterrupted except so far as may be reasonably agreed between the navigation company and the Company :
- (6) All works crossing or affecting the navigation shall be executed in accordance with plans sections and specifications to be previously submitted to and reasonably approved in writing by the said engineer Provided that if such engineer do not signify his approval or disapproval of the same within one month after their submission to him he shall be deemed to have approved them :

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- (7) All works crossing or affecting the navigation shall be carried on uninterruptedly when commenced and shall be completed with all reasonable despatch and all scaffolding piling and materials affecting the waterway or towing-path shall be removed as soon as the work for which they are required has been completed and in the meantime shall be kept in proper repair:
- (8) Subject to the provisions of this section all works crossing or affecting the navigation shall be constructed at the expense of the Company so that the traffic of the navigation shall not except as expressly provided in this section be in any way obstructed impeded or interfered with:
- (9) The Company shall bear and on demand pay to the navigation company the reasonable expense of the employment by the navigation company of a sufficient number of inspectors and watchmen to watch the navigation during the construction of the works by this Act authorised crossing or in any way affecting the navigation and for preventing except as aforesaid any such obstruction or interference or any danger or accident from the acts or default of the Company or their contractors or the servants workmen or other persons in their respective employ:
- (10) The Company shall at all times maintain the bridge and other works for such crossing of the navigation in good and substantial repair and condition and so as not to cause any obstruction to the navigation and in default thereof the navigation company may as well on the lands of the Company as on their own lands do all such works and things as may be reasonably requisite in that behalf and the reasonable cost thereof shall on demand be paid by the Company to the navigation company:
- (11) If by reason of the execution or maintenance of any of the works or any proceedings of the Company or any act or omission of the Company or their contractors or of any officer servant or workman or other person employed by the Company or such contractors the navigation or any of the works thereof be injured or damaged such injury or damage shall forthwith be made good by the Company at their own cost and in default thereof

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the navigation company may make good the same and recover the reasonable cost thereof from the Company :

- (12) The Company shall indemnify the navigation company for any loss or damage they may suffer and for any compensation they may be required to pay for any such obstruction (except as aforesaid) interruption or interference with the traffic of the navigation or any accident which shall have been occasioned by any such act or default as in this section is mentioned :
- (13) If any difference arise between the Company and the navigation company as to anything to be done or not to be done under this section or any money to be paid thereunder except by way of compensation as in subsections (11) and (12) of this section provided such difference shall be determined by an engineer to be appointed (unless otherwise agreed on) on the application of either party by the President of the Institution of Civil Engineers but nothing in this Act shall be deemed to enable the said arbitrator to direct that any work shall be made of less dimensions than by this section is prescribed in that behalf :
- (14) The Company and the navigation company may agree for any variation or alteration of the works in this section provided for or of the manner in which the same shall be executed.

For protection of Leeds and Liverpool Canal Company.

27. For the protection of the Leeds and Liverpool Canal Company (in this section called "the canal company") the following provisions shall unless otherwise agreed between the Company and the canal company have effect (that is to say) :—

- (1) In constructing the widening of the Aintree and Bootle Branch Railway (being the widening No. 1 by this Act authorised) over the canal at Litherland in the county of Lancaster the Company shall not acquire otherwise than by agreement any part of the canal towing-path lands or property of the canal company but the Company may take and the canal company may and shall sell and grant accordingly an easement or right of using the land required for the construction of the said widening with not more than four lines of rails and the Company shall not during the construction or after the completion of the works in any way

obstruct interfere with or prejudice the navigation of the canal and the use of the towing-path without the consent of the canal company : A.D. 1904.

- (2) Nothing herein contained shall prevent the Company from entering upon the lands and works of the canal company when and for such purposes as may be necessary for the fulfilment of the Company's obligations under this section :
- (3) One month before the Company shall construct the said widening over the canal they shall deposit at the principal office of the canal company a plan and section showing the position and levels and mode of construction of such widening and the same shall not be commenced until the engineer of the canal company or in case of difference an arbitrator appointed under this section shall have approved thereof in writing under his hand Provided that if the said engineer do not within the aforesaid period of one month so express his approval or disapproval thereof he shall be deemed to have approved thereof :
- (4) In constructing the said widening the Company shall not deviate from the position or from the levels or mode of construction of such widening as shown on the plan and section so approved :
- (5) The said widening shall be carried over the canal towing-path lands and property of the canal company by means of a good and substantial bridge to be constructed by the Company at their own expense and such bridge shall be constructed with only one opening or span over the entire width of the canal and towing-path and the clear height of the under-side of the girders of the said bridge above the top water level of the canal shall throughout the whole breadth of the span be not less than eleven feet :
- (6) The water space between the abutments of the said bridge shall at all times after the completion of the said bridge except during necessary repairs or reconstruction be left by the Company an open and uninterrupted navigable waterway :
- (7) The Company shall at their own expense maintain the said bridge and the works thereof in perfect repair at all times :

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- (8) If and whenever the height of the said bridge or works shall by subsidence of the ground be lowered below the height herein-before prescribed the Company shall at their own expense restore the same to that height as soon as reasonably may be :
- (9) The Company shall make good all damage that may be occasioned to the works or property of the canal company by the construction renewal or want of repair of any of the Company's works or by any such subsidence as aforesaid but—
- (A) In every case of pressing necessity ; and
- (B) In every other case if for seven days after notice in writing thereof given to the Company by the canal company the Company neglect to proceed with due diligence to make good such damage the canal company may if they think fit make good the damage and the amount expended by them in so doing shall be repaid to them by the Company :
- (10) If and whenever by any act or omission of the Company any part of the canal or towing-path shall be obstructed or rendered dangerous to boats barges or other vessels navigating or using the canal so that boats barges or other vessels cannot pass along the same the Company shall pay to the canal company as or by way of ascertained damages the sum of two hundred pounds for every day and so in proportion for any less time than a day during which the obstruction or danger shall continue :
- (11) Nothing in this Act contained shall prevent the canal company or any owner of boats or barges from recovering from the Company (in addition to the ascertained damages herein-before mentioned) any special damage that may be sustained by the canal company or such owner in consequence of any stoppage or hindrance to the traffic upon the canal or in consequence of the works to be executed by the Company or by the canal company for the Company under the provisions herein-before contained or by reason of any such subsidence as aforesaid or on account of any other act or omission of the Company :

- (12) All questions and differences which may at any time arise between the Company and the canal company as to the construction or effect of this section or the performance observance non-performance or non-observance of any of the provisions thereof or any matters connected therewith or consequent thereon shall be determined by an arbitrator to be appointed by the Company and the canal company or (if for fourteen days after the question or difference arises those two companies do not agree upon an arbitrator) by the Board of Trade upon the application in writing of both or either of those companies. A.D. 1904.

28. The following provisions for the protection of the Litherland Urban District Council (in this section called "the council") shall unless otherwise agreed between the council and the Company apply and have effect with respect to the works authorised to be constructed and the powers conferred by this Act upon the Company in the urban district of Litherland (that is to say) :—

For protection of Litherland Urban District Council.

- (1) The Company shall carry their Aintree and Bootle Branch Railway as widened over Linacre Road by means of a girder bridge having a clear span of forty-five feet measured on the square and having a clear headway throughout of eighteen feet. Such bridge shall as far as practicable be made and maintained drop-dry at all times and shall in all other respects be kept in complete repair by the Company and if the council shall consider it necessary in consequence of the additional works over the said road that additional lighting whether by night or day should be provided the Company shall at their own expense provide sufficient additional lighting under such bridge :
- (2) The council shall on the production of the certificate of the engineer of the Company that the said bridge has been completed to his satisfaction pay to the Company the sum of one thousand pounds as a contribution to the cost of constructing the said bridge :
- (3) The council may borrow the said sum of one thousand pounds on the security of the general district rate of their district and the provisions of sections 236 237 238 and 239 of the Public Health Act 1875 shall

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be applicable to the mortgages made by the council under this section :

(4) Subject to the provisions of this Act the council shall pay off all moneys borrowed by them under the powers of this Act within thirty years from the time or respective times of borrowing the same by one or both of the methods following (that is to say) :—

(i) By equal yearly or half-yearly instalments of principal and interest combined ; or

(ii) By equal yearly or half-yearly instalments of principal and interest on the amount of principal from time to time remaining unpaid :

If the council pay off any moneys borrowed by them under this Act otherwise than by instalments appropriations or annual repayments they may from time to time re-borrow the same but all moneys so re-borrowed shall be repaid within the prescribed period and shall be deemed to form the same loan as the moneys originally borrowed and the obligations of the council with respect to the repayment of the loan and the provision to be made for such repayment shall not be diminished by reason of such borrowing :

(5) The clerk to the council shall within twenty-one days after the expiration of each year during which any instalment is required to be paid by them under this Act transmit to the Local Government Board a return in such form as may be prescribed by that Board and verified by statutory declaration if so required by them showing the amount which has been paid as an instalment during the year preceding the making of such return and the description of the securities upon which the same has been invested and the total amount remaining invested at the end of the year and in the event of any wilful default in making such return the clerk shall be liable to a penalty of not exceeding twenty pounds which shall be paid to the Local Government Board and shall be recoverable by that Board in the same manner as penalties recoverable under the Public Health Act 1875 in a summary manner may be recovered by parties aggrieved within the meaning of that Act If it appear

to the Local Government Board by such return or otherwise that the council have failed to pay any instalment the Local Government Board may by order direct that a sum not exceeding double the amount in respect of which such default shall have been made shall be paid or applied as in such order mentioned and such order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the King's Bench Division of the High Court: A.D. 1904.

- (6) The council may if and when required place and maintain such pipes as may be necessary to convey the drainage of their district lying to the south and south-east of the said railway across the railway adjacent to the bridge carrying Orrell Road over the said railway as widened in such position as the engineer of the Company shall reasonably approve and upon such terms as may be agreed between the Company and the council or failing agreement may be determined as provided by the Public Health Act 1875 and as if the said pipes had been placed under the powers contained in section 16 of the said Act:
- (7) Before obstructing or breaking up any street the Company shall give to the council fourteen days notice in writing of the intention to commence such works and the works so far as the same affect such street shall be carried out by the Company to the reasonable satisfaction of the council:
- (8) In any case where any house or other building which is not to be entirely removed shall be severed by the Company the Company shall to the reasonable satisfaction of the council and with the consent of the owner build up and repair such house or building so as to prevent any unsightly appearance:
- (9) When by reason of the construction of the widening of the said railway it becomes in the opinion of the council necessary or desirable that any lands of the Company unbuilt upon 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 to the reasonable satisfaction of the council:

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(10) Where by reason of the execution of any of the powers of this Act it becomes necessary for the council to construct or lay additional sewers drains or pipes or to make alterations of existing sewers drains or pipes or to alter the level thereof or to construct any manholes airholes or other works or conveniences connected therewith or any culverts for carrying any sewers drains or pipes under the said railway as widened such works shall before the Company interfere with the existing sewers drains or pipes be carried out by and at the expense of the Company to the reasonable satisfaction of the council and in accordance with plans sections and specifications to be reasonably approved of by them :

(11) The council shall at all reasonable times during the construction of the works authorised by this Act have power to enter and inspect the same so far as such inspection may be necessary for the purpose of ensuring that the provisions of this section are complied with :

(12) The Company shall not use dynamite gunpowder or other explosive substance in the construction of the widening of the said railway except in such quantities at such times and under such conditions as the council may reasonably approve :

(13) Any difference which may arise under this section between the council and the Company (other than a difference arising under subsection (6) of this section) shall if not otherwise agreed be settled by arbitration under the Arbitration Act 1889 by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protec-
tion of Sefton Rural
District
Council.

29. In carrying into effect the provisions of this Act within the district of the Sefton Rural District Council (in this section called "the rural council") the following provisions save so far as may at any time hereafter be otherwise agreed between the rural council and the Company shall have effect (that is to say):—

(1) The bridge (herein-after in this section called "the new bridge") for carrying the public road called Captain's Lane in the township of Orrell and Ford over the widening (No. 1) of the Aintree and Bootle Branch

Railway of the Company shall be of a clear width A.D. 1904.
between the parapets of thirty feet and such parapets
shall be of the same height as and in line with the
parapets of the existing bridge :

- (2) If in constructing the said new bridge the level of Captain's Lane shall not be altered the Company shall notwithstanding the provisions of the section of this Act the marginal note whereof is "Company not liable to repair surface of road gradient of which is not increased" continue to maintain the portion of the road which they are liable to maintain at the date of the passing of this Act :
- (3) If the Company shall alter the level of Captain's Lane they shall make the approach to the said new bridge on the north side thereof as wide as the approach on that side to the existing bridge and shall make the gradient of the said approach to the said new bridge not steeper than 1 in 30 and the Company shall to the reasonable satisfaction of the rural council for a width of eighteen feet pave or (at the option of the rural council) macadamise the road over the said new and existing bridges and the approaches thereto on the north and south sides respectively and shall channel and kerb such road and shall provide on each side of the said road a footpath six feet in width and shall pitch and cinder such footpaths After the completion to the reasonable satisfaction of the rural council of the said road and footpaths the rural council shall maintain the same in good repair but as regards so much of the roadway the level of which shall have been altered the Company shall at their own expense maintain the same for a period of twelve months after such completion :
- (4) The Company shall construct the diversion of the footpath leading from Captain's Lane to Stand Park (otherwise Park Gate) Farm House numbered on the deposited plans 7 in the parish of Orrell and Ford to the reasonable satisfaction of the rural council and of a width of not less than six feet and such diversion shall be completed and opened to the public before the existing footpath is stopped up or interfered with except so far

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as may be necessary for the construction and completion of the said diversion :

- (5) Any difference which may arise between the rural council and the Company under this section shall be settled by an engineer to be appointed in case of difference by the President of the Institution of Civil Engineers.

For protection of corporation of Preston.

30. For the protection of the mayor aldermen and burgesses of the borough of Preston (in this section called "the corporation") and of the said borough the following provisions shall notwithstanding anything contained in this Act or shown on the deposited plans have effect with respect to the widenings numbers 2 and 3 of the Preston Extension Railway (in this section referred to as "the widenings") (that is to say) :—

- (1) The widened bridge or viaduct over the River Ribble shall not be wider than is reasonably sufficient for five lines of rails together with a public footpath on the eastern side thereof of the same width as and in lieu of the public footpath over the existing bridge or viaduct and if the widening is carried out by means of an independent structure such structure shall be erected on the eastern side of the existing bridge and immediately abutting thereto so that the said independent structure and the said existing bridge shall be practically one and the same bridge as widened and such independent structure shall not be wider than is sufficient for three lines of rails (making with the two existing lines a total of five lines) and the said footpath :

Between the northern side of the River Ribble and the northern boundary of Miller Park the widenings at formation level shall not extend beyond the red lines shown on the plan signed in duplicate by the Right Honourable Lord Balfour of Burleigh the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office of the House of Lords and distinguished thereon by the letters A B C and D on the west side of the railway and by the letters E F and G on the east side of the railway and the railway as widened shall not

exceed seventy-eight feet in width at formation level between the northern side of the River Ribble and the northern side of Derby Walk bridge: A.D. 1904.

Provided that if the widening of the bridge or viaduct is carried out by an independent structure the width at formation level between the points A and E on the signed plan may be eighty-three feet diminishing uniformly to seventy-eight feet as aforesaid between the points B and F:

The slopes or batters of the embankments outside the said lines A B C D and E F G shall be of such inclinations as may be reasonably approved by the corporation:

- (2) Between the northern side of Derby Walk bridge and the northern boundary of Miller Park widening No. 3 where in cutting shall be flanked on the south-west side thereof by a retaining wall up to the level of the ground in the said park surmounted by a parapet or railing of a character to be approved of by the corporation:
- (3) The Company shall simultaneously with the carrying out of the works referred to in subsection (9) of this section which are to be completed within two years from the commencement thereof construct and complete within the same period sidings on the south side of the River Ribble on the eastern side of the existing railway and shall do in such sidings (when constructed) as much of the shunting of their through traffic as can be conveniently arranged having regard to the necessities and exigencies from time to time of their traffic generally:
- (4) Neither the park roadway along the northern bank of the River Ribble nor the public bridle path along the southern bank of the said river shall be in any way permanently interfered with or during construction of the works stopped up nor shall the said public footpath on the existing bridge or viaduct crossing the river nor the access thereto by steps on each side of the river be in any way interfered with unless and until a substituted footpath with approaches has been provided by the Company to the reasonable satisfaction of the corporation:

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- (5) The bridge or viaduct for carrying the widening No. 2 over the River Ribble shall unless the Company decide to reconstruct the existing bridge or viaduct as herein-after mentioned be as regards heights and spans of arches and general design of the elevation as nearly as reasonably practicable similar to the existing bridge or viaduct. If the Company decide for carrying out such widening to reconstruct the existing bridge or viaduct the reconstructed bridge or viaduct and the widening thereof shall be constructed as one bridge or viaduct and be of an arched design and the general design and elevation thereof shall be subject to the reasonable approval of the corporation :
- (6) All necessary plant for and in connexion with the widenings in relation to the River Ribble shall be so fixed and used as not to prevent or unreasonably interfere with the boating on the river :
- (7) The widened railway shall be carried over Derby Walk by a bridge similar to the existing bridge as to design height span and material (except that if required by the corporation the new bridge throughout shall be lined with first quality white glazed bricks) The length of Derby Walk to be covered over shall not exceed seventy-eight feet :
- (8) On completion of and bringing into use of the new bridge over Derby Walk which completion and bringing into use shall be within the period of two years herein-after limited for the completion of the works of the widenings the existing bridge and the wing walls thereof shall be forthwith removed and the sites thereof respectively laid to and formed into part of the said walk and parks in a manner reasonably satisfactory to the surveyor of the corporation by and at the cost of the Company :
- (9) The whole of the works of the widenings Nos. 2 and 3 from the commencement of widening No. 2 to the northern boundary of the parks shall be completed within two years from the commencement of any portion thereof except that the Company shall be at liberty to construct place and lay down two of the three additional lines of rails on and over the widened bridge or viaduct over the River Ribble with the necessary

girders for carrying the same at such time or times as they think fit. Provided that the Company shall not lay down on the widenings between the northern side of the River Ribble and the northern side of Derby Walk bridge a greater number of additional lines of rails than shall for the time being be laid down additional on the said bridge or viaduct but may lay down such additional lines of rails on the said widenings between the northern side of the River Ribble and the northern side of Derby Walk bridge at the same time or times as they lay down additional lines of rails over the said bridge or viaduct :

- (10) The Company shall give and convey to the corporation free of cost all their estate and interest in the land of the Company coloured green on the said signed plan and at their own cost lay the same to Avenham Park according to the design of the landscape gardener herein-after referred to reserving to the Company any right of support which they may now possess for their railway and works constituted by the said land coloured green and the adjoining land now forming part of Avenham Park. In consideration thereof the corporation shall give and shall convey to the Company at the cost of the Company all their estate and interest in the land coloured red on the said plan and also any necessary easements for the construction and maintenance of the slopes of the embankments of the widened railway :
- (11) All materials plant tools implements and workmen used or employed for or in the construction of the widenings shall be brought to the site solely by the existing railway and there shall be no encroachment or occupation therefor of any portion of either Miller Park or Avenham Park beyond the red lines on the signed plan herein-before referred to and the land necessary to form the slopes of the embankments except that for the construction of the widenings the Company shall erect a close-boarded and unclimbable hoarding on each side of the widenings of such a substantial character as the surveyor of the corporation shall approve and placed respectively parallel to and not more than six feet

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outside the foot of the slopes of the said embankments and the Company shall maintain such hoardings in good and proper repair during the construction of the widenings and shall remove and completely clear away such hoardings together with all the materials plant tools and implements used or employed for or in the construction of the widenings immediately after the completion thereof and the respective areas included between the said hoardings and the foot of the slopes shall be restored by the Company as park land to the reasonable satisfaction of the surveyor of the corporation :

- (12) The Company shall be at the cost of rearranging relaying and reconstructing and assuring the symmetry and proportions of the said parks including the providing of public conveniences in lieu of and equivalent to any public conveniences interfered with by the widenings in accordance with plans to be prepared and carried out by and under the direction of a landscape gardener (whose charges shall be included in the aforesaid cost) to be agreed upon between the corporation and the Company or failing agreement to be appointed by the chairman of the Preston Quarter Sessions on the application of either party and whose plans and designs shall be subject to the mutual agreement of the Company and the corporation or in default be determined by the chairman of the Preston Quarter Sessions :
- (13) All the works of rearranging relaying and reconstructing the said parks and laying out and planting the said slopes or batters shall be completed within twelve months after the works of the widenings through the parks shall have been executed :
- (14) The corporation shall comply with the reasonable requirements from time to time of the engineer of the Company in regard to the lopping of trees or shrubs so as not to obscure a clear view of the signals on the railway :
- (15) In the maintenance of the planting or other park works on the slopes of the embankments the corporation shall not do any act which will interfere with the stability of the railway or the works thereof Any question arising

under this subsection shall unless otherwise agreed be determined by arbitration as herein-after provided: A.D. 1904.

- (16) The Company shall be responsible for all accidents to property or the public and shall indemnify the corporation against all claims for compensation loss costs damages or expenses incurred or sustained by reason of the execution or failure of the said works:
- (17) All bridges shall be constructed so as to be drop-dry as far as practicable:
- (18) No turntable or building other than such signal-cabin as may be reasonably necessary and which shall be erected only between the northern bank of the River Ribble and the point marked "C" on the signed plan shall except with the consent of the corporation (which consent shall not be unreasonably withheld) be erected between the southern side of the River Ribble and the point "C" on the signed plan and such signal-cabin may if necessary extend on to the slope or batter of the embankment for a distance of not exceeding six yards beyond the formation width shown by the red lines A B C and E F G on the signed plan. Such signal-cabin shall be so constructed as in the opinion of the corporation to avoid as far as reasonably possible disfigurement of the parks:
- (19) The Company and the corporation may agree with each other for any variation in the provisions of this section or in the works to be done thereunder or in the mode of executing such works:
- (20) If any difference arise between the Company and the corporation in relation to anything to be done or not to be done under this section such difference shall be determined by an arbitrator to be agreed upon between the parties or in default of agreement to be appointed (on the application of either of the parties) by the President of the Institution of Civil Engineers:
- (21) The Company shall from time to time pay to the corporation all rates leviable by or payable to the corporation upon the respective assessments of any lands or property shown on the deposited plans or a proportion of such rates respectively from the time such lands or property shall be acquired by the Company

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until the Company's 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 such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down.

For protec-
tion of Man-
chester Cor-
poration.

31. In carrying out the widening (No. 4) in the city of Manchester authorised by this Act the following provisions for the protection and benefit of the lord mayor aldermen and citizens of the city of Manchester (in this section called "the corporation") shall (unless otherwise agreed in writing between the Company and the corporation) be binding upon the Company and full effect shall be given thereto:—

(1) The provisions contained in section 11 subsection (4) of the Lancashire and Yorkshire Railway (New Railways) Act 1899 shall apply to the said widening No. 4 as if the same were herein repeated with the exception of the following words at the end of the first paragraph of Article (c) "Carrying the lines over Charter Street" "excepting into those portions already faced with "white glazed bricks" and with the exception of the whole of Article (M)—

(A) Notwithstanding anything shown on the deposited plans the Company shall not under the powers of this Act widen the railway on its north-westerly side between the south-western side of Horrocks Lane and the north-easterly side of Roger Street;

(B) The new bridge over Foundry Street shall have a clear span of thirty-four feet two inches on the square and a clear headway not less than that of the existing arch;

(C) The new bridge over Roger Street shall have a clear span of forty-two feet on the square and a clear headway of not less than seventeen feet six inches throughout;

(D) The abutments of the new and existing bridges in each case shall be lined with glazed bricks and in the case of the existing bridge over Roger Street the Company may place such lining within the span

of the bridge provided that the clear span of the existing bridge shall not be thereby reduced by more than ten inches ;

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(E) The Company shall before closing Back Red Bank lay to the street and dedicate to public use the land necessary for making Foundry Street thirty-four feet two inches wide and Back Foundry Street thirty feet wide in accordance with the signed plan marked A except that the Company shall not be called upon to dedicate the land coloured blue on the signed plan marked A until the expiration of the existing lease of such land ;

(F) The Company shall provide and dedicate to public use within four years from the passing of this Act any land required for making Roger Street forty-two feet wide between the points M and N shown upon the signed plan marked A in accordance with the lines of street frontage shown thereon. If and when the corporation shall acquire the property fronting to Roger Street on its north-easterly side between the aforesaid point M and the north-westerly side of Chase Street which is necessary for the purpose of widening Roger Street in accordance with the line of street frontage shown upon the signed plan marked A the Company shall repay to the corporation the cost of so much of such property as is laid to such street. The Company shall lay to the street and dedicate to public use the land coloured blue on the south-westerly side of Roger Street upon the expiration of the existing lease of such land ;

(G) The Company shall not cover over any greater length of Foundry Street Back Foundry Street as widened and Roger Street than is indicated by green colour on the signed plan marked A. Provided that if the area inclosed within the triangle P R S is covered over the corner of the abutment at the point R shall be rounded to a radius of ten feet instead of two feet six inches as shown upon the signed plan ;

(H) Hargreaves Passage shall be carried over the widening by means of a footbridge of a clear width

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of six feet and in such a position that from the north-westerly side of the existing railway to the south-easterly extremity of the said footbridge the passage shall be in a straight line with a suitable approach at its south-easterly end by means of stone steps and landings of a clear width of six feet and for this purpose the Company shall make any necessary alteration in the position of the footbridge over the existing railway :

(2) The following provisions shall have effect in relation to the abandonment authorised by this Act of the construction of the Manchester Blackley and Middleton Railway viz.—

(A) In lieu of the arrangement provided for in section 11 (2) (B) of the Act of 1899 as to the Lion and Lamb public house the corporation shall have the option within eighteen months from the date of the passing of this Act of purchasing from the Company the property acquired by them abutting on the north side of Market Street Blackley at the price paid by the Company for the same ;

(B) The Company shall forthwith dedicate to public use free of cost to the corporation the land on the south side of Old Road co-extensive with their property for the purpose of widening Old Road to twelve yards in accordance with the signed plan marked B The corporation shall forthwith after such dedication at their own cost pave and flag the land so dedicated :

(3) All land which under this section is to be provided and dedicated by the Company shall be given by the Company to the corporation without charge or payment :

(4) “ The signed plan marked A ” and “ the signed plan marked B ” mean respectively the plans marked “ A ” and “ B ” relating to the matters referred to in this section and signed in duplicate by Hudson Ewbanke Kearley the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Parliament Office House of Lords.

32. For the protection of the mayor aldermen and burgesses of the county borough of Rochdale (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed between the corporation and the Company have effect (that is to say) :—

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For protec-
tion of cor-
poration of
Rochdale.

(1) Notwithstanding anything contained in this Act or shown upon the deposited plans or sections the Company shall in making the widening (No. 5) by this Act authorised be subject to the following provisions restrictions and obligations (that is to say) :—

(A) They shall construct a bridge to carry their railway as widened over Marsh Bridge Road with a single span of at least twenty-four feet in width and with a clear headway throughout of not less than fifteen feet and so as not to cover more than seventy yards in length of the said road measured along the centre line thereof and the said bridge shall be constructed so that the piers or abutments thereof shall be in a straight line throughout the entire width of the railway as widened and as nearly as may be in line with the portions of the said road on each side thereof ;

(B) They shall alter the gradient of the said road between the easterly face of the said bridge and the westerly side of the bridge over the Rochdale Canal so that it shall not be steeper than 1 in 15 and the corporation shall afford to the Company all reasonable facilities for making any diversion of the said road between the said points which may be necessary to enable the said gradient to be afforded ;

(c) The bridge carrying the railway as widened over the road between Castleton Gales and Sudden numbered on the deposited plans 13 in the county borough of Rochdale shall not cover more than seventy-five yards in length of the said road measured along the centre line thereof whether such bridge shall be constructed in the line of the existing bridge or not The soffit or under-side of the said bridge shall be faced with white enamelled bricks for the entire length thereof ;

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(D) The bridge carrying the widened portion of the railway over the last-mentioned road shall be of not less height and span than the existing bridge over that road and shall be constructed in a straight line throughout. If the abutments of the new bridge be constructed in any direction otherwise than in line with the abutments of the existing bridge such direction shall be subject to the reasonable approval of the borough surveyor of Rochdale ;

(E) The roadway under the said bridges over Marsh Bridge Road and the said road numbered 13 shall be paved and flagged by and at the expense of the Company to the reasonable satisfaction of the corporation and shall thereafter be maintained by the corporation ;

(F) The Company before widening the railway where it crosses the main sewer of the corporation near Castleton Gales shall reconstruct or strengthen to the reasonable satisfaction of the corporation so much of the said sewer as will be covered by any part of the embankment required for the said widening (No. 5) :

- (2) In altering the gradient of that portion of Boundary Street which lies south-eastward from the south-east face of the existing bridge over that street the Company shall not make the same steeper than 1 in $32\frac{1}{2}$:
- (3) All the piers or abutments and foundations of every bridge constructed or reconstructed or altered under the powers of this Act over any street road or lane in the said borough shall extend and be made below the surface of the ground to such depth as shall be sufficient to allow the corporation to construct repair or relay any sewers drains water hydraulic gas electric telephonic or other mains pipes works or apparatus of every description which under or by virtue of any Act of Parliament the corporation are authorised to construct repair or relay :
- (4) Prior to the commencement of any foundations for such piers or abutments the Company shall furnish to the corporation a section showing the proposed minimum depth of such foundations and if the corpo-

ration shall not within twenty-eight days from the receipt of such section notify their objections or requirements in relation thereto the same shall be deemed to be approved and the work shall be carried out accordingly The parapets of each of the said bridges shall in every case be of such height from the level of the rails and shall extend for such further length at both ends of such bridge as the corporation shall reasonably require Every such bridge shall as far as practicable be made and maintained drop-dry The piers or abutments of all such bridges from three feet above the road level upwards shall be faced with white enamelled bricks for the entire length thereof on each side :

- (5) All such enamelled bricks shall be maintained and kept cleansed by the Company to the reasonable satisfaction of the corporation who shall be at liberty to undertake at the expense of the Company the cleansing of such enamelled bricks from time to time in the event of the neglect of the Company so to do In cases where the corporation shall consider it necessary in consequence of the additional works by this Act authorised over any road that additional lighting whether by night or day should be provided under any bridge the Company shall at their own expense provide sufficient additional lighting under such bridge In cases where the corporation reasonably consider necessary the Company shall upon request cause all exposed iron and wood work in connexion with the said bridges to be from time to time painted white or other suitable colour :
- (6) Before obstructing or breaking up any street in the said borough under the powers of this Act the Company shall give to the corporation fourteen days notice in writing of the intention to commence such works and the works so far as the same affect such street or road shall be carried out by the Company to the reasonable satisfaction of the corporation :
- (7) In all cases where streets in the said borough are intended to be temporarily stopped diverted or interfered with during the execution by the Company of any works

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authorised by this Act fourteen days notice in writing of the intention to commence such works shall be given to the corporation and the Company shall provide accommodation for the traffic and access to houses and other places affected thereby and make suitable arrangements for fencing lighting and watching to the reasonable satisfaction of the corporation and shall maintain such accommodation and access fences and lights to the like satisfaction :

- (8) The cost of any lamps sewers drains water hydraulic gas electric telephonic or other mains pipes works or apparatus belonging to or under the control of the corporation which shall be rendered useless by the works authorised by this Act shall be paid to the corporation by the Company on demand and the same shall then become the property of the Company Provided always that the corporation may at their option retain the use of such existing sewers drains mains pipes works or apparatus which pass under any street or lands acquired by the Company under the powers of this Act as will not in any way interfere with the construction or working of the railway :
- (9) The flags paving stones and other materials in any street in the said borough which may be stopped up or interfered with by the Company in the execution of the works by this Act authorised shall remain the property of the corporation and may be removed by them or they may at their option require the Company to purchase the same :
- (10) Whenever in exercise of the powers conferred by this Act it shall for any purpose be necessary in the judgment of the corporation to alter or interfere with or disturb any of the paving or flagging of the streets in the said borough or any sewers or drains or any of the water hydraulic gas electric telephonic or other mains pipes works or apparatus belonging to or under the control of the corporation the alteration in the position or otherwise of any such sewer drain or water hydraulic gas electric telephonic or other main pipe works or apparatus or other work which may be required for the purpose of any works by this Act

authorised shall be carried out by and under the direction of the corporation but at the expense in all respects of the Company inclusive of the paving flagging and kerbing necessary to reinstate the street and make the same fit for traffic :

- (11) No existing sewer drain water hydraulic gas electric telephonic or other mains pipes works or apparatus belonging to or under the control of the corporation shall be diverted disturbed altered or interfered with by the Company in execution or repair of the works authorised by this Act until a substituted sewer drain water hydraulic gas electric telephonic or other main pipe work or apparatus shall have been provided laid and constructed by the corporation of a capacity and at a level or levels which shall preserve to the reasonable satisfaction of the borough surveyor the free and uninterrupted flow and passage of sewage water hydraulic power gas electricity or other matter through the same respectively. The cost to be incurred by the corporation in providing laying and constructing such substituted sewer drain water hydraulic gas electric telephonic or other main pipe works or apparatus (including therein any compensation which may be payable by the corporation in respect thereof) shall be payable by the Company to the corporation on demand :
- (12) The provisions in the last two preceding subsections shall extend and apply to any place (whether in a street or elsewhere) where the works by this Act authorised shall be constructed under or over any sewer drain water hydraulic gas electric telephonic or other main pipe work or apparatus belonging to or under the control of the corporation :
- (13) The cost of all works and matters which under this Act are to be or may be executed done or provided by the corporation at the cost of the Company and all other costs and expenses by this Act made payable by the Company to the corporation shall be paid on demand :
- (14) The corporation shall not be liable for and shall be indemnified by the Company against all damage and injury which may be caused to the line and works of

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the Company and the traffic thereon and the persons and property being conveyed on or using their railway by the breaking bursting or leaking of or escape from any sewers water hydraulic gas electric telephonic or other mains pipes works or apparatus belonging to or under the control of the corporation by reason of the failure of any of the works executed by the Company under the powers of this Act :

- (15) The Company shall be responsible for and make good to the corporation all costs losses damages and expenses to be sustained by them by reason of any of the matters herein-before provided for or by reason of any damage to be occasioned to persons or property or otherwise by reason of the execution or any defect or default in the execution (whether by the Company or their contractors agents workmen or servants) of the powers of this Act within the said borough and shall indemnify the corporation from all claims and demands upon or against them by reason of any such execution or defect or default therein or arising therefrom :
- (16) Inasmuch as the powers of this Act with reference to the said widening (No. 5) may be exercised by the Company in lieu of the powers of the Lancashire and Yorkshire Railway (*Various Powers*) Act 1901 (*Widening Castleton to Rochdale*) it is further enacted that the works affecting Milnrow Road referred to in paragraphs (A) and (B) of subsection (8) of section 21 of the said Act of 1901 shall be completed within four years after the commencement by the Company of the construction of the widening (No. 5) by this Act authorised :
- (17) If any difference shall arise between the corporation and the Company as to the reasonableness of the requirements of the corporation or the Company or concerning any plan or the execution of any works provided for by this Act then every such difference shall be settled by arbitration by an engineer to be appointed by the corporation and the Company or if they cannot agree by an engineer to be appointed by the President of the Institution of Civil Engineers.

33. For the protection of Edmund Tweedale Samuel Tweedale and Joseph Smalley or other the owners for the time being of the lands numbered on the deposited plans of the widening (No. 5) by this Act authorised 2 3 and 6 in the parish and county borough of Rochdale (all of whom are in this section referred to as "the owners") the following provisions shall unless otherwise agreed between the owners and the Company have effect (that is to say) :—

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For protection of
Messrs
Tweedale
and Smalley.

- (1) Notwithstanding anything contained in this Act or shown upon the deposited plans or sections the Company shall in making the said widening (No. 5) be subject to the following provisions restrictions and obligations (that is to say) :—

(A) They shall construct a bridge to carry their railway as widened over Marsh Bridge Road with a single span of at least twenty-four feet in width and with a clear headway throughout of not less than fifteen feet and so as not to cover more than seventy yards in length of the said road measured along the centre line thereof and the said bridge (herein-after in this section referred to as "the bridge") shall be constructed so that the piers or abutments thereof shall be in a straight line throughout the entire width of the railway as widened and as nearly as may be in line with the portions of the said road on each side thereof ;

(B) They shall alter the gradient of the said road between the easterly face of the bridge and the westerly side of the bridge over the Rochdale Canal so that it shall not be steeper than 1 in 15 and the owners shall afford to the Company all reasonable facilities for making any diversion of the said road between the said points which may be necessary to enable the said gradient to be afforded :

- (2) The foundations of the bridge shall be carried to a sufficient depth to allow for the future laying of all sewers drains and other like works which may be reasonably required by the owners :
- (3) The under-structure of the bridge above the level of three feet from the roadway shall be faced with white glazed bricks to the reasonable satisfaction of the owners and

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the Company shall at their own expense well and sufficiently light the road under the bridge both by day and night :

- (4) The roadway beneath the bridge shall be paved and flagged to the reasonable satisfaction of the corporation of Rochdale who shall thereafter maintain the same :
- (5) The bridge and the approaches thereto and all works in connexion therewith shall be completed at the expense of the Company to the reasonable satisfaction of the owners :
- (6) Any difference which may arise between the Company and the owners under this section shall unless otherwise agreed be determined by arbitration in manner provided by the Arbitration Act 1889.

For protection of M. C. Master-Whitaker and trustees of Holme estate.

34. For the protection of Mary Charlotte Master-Whitaker tenant for life in possession and Roger Whitaker Nowell and Harry Pierce trustees of the Holme estate in the parish of Cliviger in the county of Lancaster (who with their successors in title are herein-after referred to as "the owners") the following provisions shall unless otherwise agreed between the owners and the Company have effect namely :—

- (1) In carrying into effect the works by this Act authorised for the widening (No. 7) herein-before described the Company shall not enter upon take or use any of the lands numbered on the deposited plans 2 3 5 and 6 in the said parish of Cliviger or execute any such works on the northerly side of the existing railway lines between the point of commencement of the said widening and a point 25 chains measured in an easterly direction from such point of commencement and shall carry out such works in such manner as not to cause any pollution of any of the streams or ponds on the Holme estate or any of the streams or watercourses feeding the same or otherwise injuriously affect such streams ponds or watercourses :
- (2) In carrying the said widening over the occupation road shown on the deposited plans as passing under the railway through the field numbered 4 on the deposited plans in the said parish of Cliviger the Company shall not extend the existing bridge over the said road to any greater extent than is necessary for the laying of

two pairs of rails in addition to the existing railway and in altering the gradient of the said road under and on the southerly side of the railway as widened the Company shall make such gradient as easy as reasonably practicable and such altered gradient shall not in any case be steeper than one in eight and the Company shall allow the same width and headway under the extended portion of the said bridge as the said occupation road now has under the existing railway at its southerly side and the Company shall make up and re-metal the said road where altered by them to the reasonable satisfaction of the owners :

- (3) If the Company interfere with the occupation road and bridge over the railway numbered on the deposited plans 10 and 10A in the said parish of Cliviger they shall cause an equally convenient road and bridge over the railway to be made to the reasonable satisfaction of the owners and shall during the execution of the works provide a sufficient temporary road or bridge to the reasonable satisfaction of the owners :
- (4) The Company shall extend and continue over the said widening (No. 7) the line of water pipes now carried over the railway on the road and bridge mentioned in the last preceding subsection and they shall not in the execution or after the completion of the said widening interfere with the free and continuous flow of water through such pipes :
- (5) The Company shall keep cleansed all culverts and water-courses under the existing railway and the widening thereof and in and through the lands numbered on the deposited plans 1 in the said parish of Cliviger so as to allow the free and uninterrupted passage at all times under and through the said railway widening and lands of the water from the lands of the owners lying near to or affected by the railway :
- (6) If any difference or dispute shall arise between the owners and the Company touching anything provided for in this section every such dispute or difference shall be settled by arbitration in manner provided by the Railways Clauses Consolidation Act 1845 for the settlement of disputes under that Act ;

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(7) The provisions herein-before contained shall not prejudice or affect any rights of the owners under the Lands Clauses Acts and the Railways Clauses Acts or any of them save in so far as such rights are provided for in this section.

Running powers to London and North Western Railway Company.

35. The North Western Company may run over and use with their engines and carriages of every description and with their clerks officers and servants and for the purposes of traffic of all kinds the widening (No. 9) of the main line at Normanton authorised by this Act on the same terms and conditions as they run over and use the existing portion of the said main line between the points of commencement and termination of the said widening.

For protection of North Eastern Railway Company.

36. The North Eastern Railway Company shall have and be entitled to the same rights powers and privileges in respect of the widening of the main line of railway of the Company at Normanton (Widening No. 9) by this Act authorised as they now have or are entitled to in respect of the portion of that railway so authorised to be widened.

For protection of Great Northern Railway Company.

37. The Great Northern Railway Company shall have and be entitled to the same rights powers and privileges in respect of the widening of the Company's Wakefield Pontefract and Goole Railway (Widening No. 10) by this Act authorised as they now have or are entitled to in respect of the portion of the said railway so authorised to be widened.

For protection of Rochdale Canal Company.

38. The following provisions shall unless otherwise agreed between the Company and the Rochdale Canal Company (hereinafter called "the canal company") apply and have effect for the protection of the canal company in relation to the widening by the Company of Scowcroft Bridge over the Rochdale Canal in the parish and urban district of Chadderton (that is to say):—

- (1) The widening of the bridge shall not extend further than thirty-five feet westward from the west face of the existing bridge and shall be carried over the waterway and towing-path of the canal by means of a girder bridge of one span such as to provide for a clear waterway of forty feet in width together with a towing-path twelve feet in width and a clear headway over the water level of such waterway (such level being three inches above the sill of the byewash of Coney Green

Lock (No. 62)) of not less than fifteen feet nine inches. A.D. 1904.
Such bridge shall be constructed of such materials as shall be reasonably approved by the engineer of the canal company :

- (2) The Company shall in connexion with the said widening execute and carry out all such works as may be reasonably required by the canal company for maintaining or restoring the free and uninterrupted use and enjoyment of the canal towing-paths and works of the canal company at or near such widened bridge and all such works shall be carried out by the Company in accordance in all respects with plans sections working drawings and specifications previously reasonably approved by the canal company and under the superintendence and to the reasonable satisfaction of the engineer of the canal company :
- (3) The Company shall not acquire any land or property of the canal company or any right or interest therein for the purposes of the said widening and works other than such lands or property and such right or easement for making maintaining and using the said widened bridge across the canal as may be agreed between the Company and the canal company :
- (4) All works whether of construction maintenance or repair by this section authorised shall when once commenced be carried out as expeditiously as practicable and without any undue intermission or delay :
- (5) The Company shall not obstruct impede or interfere with the free passage of traffic along the canal and towing-path or cause any leakage or waste of water from the canal and shall at all times during the execution of the said works leave a free waterway in the canal at the site of the said works of not less than thirty feet in width with a towing-path of not less than eight feet in width (without any obstruction between the waterway and towing-path) and with a clear headway over the said waterway of not less than ten feet and over the said towing-path of not less than eight feet :
- (6) The Company shall at all times after the completion of the widening maintain and keep the bridge as so widened together with the approaches thereto and the retaining and wing walls thereof in good repair and

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condition and shall keep the bridge so far as possible watertight and drip-dry :

- (7) If any obstruction or impediment to or interference with the free passage of traffic along the canal or towing-path (other than as in this section expressly provided) or any leakage or loss of water from the canal shall be caused by or in consequence of the works or operations of the Company or if the said bridge or the approaches walls or works thereof shall at any time be out of repair or defective contrary to the provisions of this section the Company shall forthwith on receiving notice from the canal company do all necessary acts and take all proper steps to remove or prevent such obstruction impediment or interference or leakage or escape of water or restore or repair the said bridge and works as the case may be or in case of their default in so doing or in case of emergency (of which the certificate of the engineer of the canal company shall be conclusive evidence) the canal company may do the necessary works and recover the expense thereof from the Company in any court of competent jurisdiction The Company shall also make full compensation to the canal company for all loss damages costs or expenses which the canal company may incur or sustain by or in consequence of any such obstruction impediment interference or leakage or loss of water or want of repair of the said bridge or works or otherwise in consequence of the works operations or defaults of the Company such compensation in the case of stoppage of traffic to be ten pounds for every hour or part of an hour during which such stoppage shall continue for loss of tolls in addition to all other damages sustained by the canal company :
- (8) If any difference shall arise between the Company and the canal company or their respective engineers as to the mode of executing any works under this section such difference shall be determined by an engineer to be agreed upon between the Company and the canal company or failing such agreement to be appointed by the Board of Trade on the application of either party.

39. The following provisions for the protection and benefit of William Sutcliffe of Lower Laith or other the owner or owners for the time being of the Lower Laith estate in the parish of Todmorden (all of whom are in this section referred to as "the owners") shall unless otherwise agreed in writing between the owners and the Company apply and have effect and shall be observed and performed by the Company in relation to the lands at Todmorden which the Company are by this Act authorised to acquire (that is to say) :—

A.D. 1904.
For protec-
tion of Lower
Laith estate
Todmorden.

- (1) If the Company acquire any of the land of the owners shown on the deposited plans the following provisions shall have effect :—

(A) The Company shall preserve and continue the existing culverts and pipes under the railway at Lower Laith by which water drainage and other matter is now conveyed from the lands of the owners on the northern side of the railway to their lands on the southern side and the Company shall extend such culverts and pipes into and through the land acquired by the Company on the northern side of the said railway up to the boundary of the remaining land there of the owners so as to effectually preserve and continue the flow of the said water drainage and matter and especially without prejudice to the foregoing the Company shall take all reasonable practicable means to preserve and continue the run of water now passing through the culvert and pipe marked (A B) on the plan dated 8th April 1897 signed by William Barton Worthington on behalf of the Company and by John Thomas Sutcliffe on behalf of the owners now supplying the Lower Laith estate and the springs feeding the same in the said land acquired by the Company on the northern side of the said railway and in case such water be injured or prejudiced by the Company then the Company shall pay compensation to the owners for the damage sustained ;

(B) The Company shall at the expense of the owners make and maintain without charge for leave or easement a good and sufficient sewer of not less than eighteen inches in diameter and also a good

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and sufficient water pipe across the said railway at a point within twenty yards east of the site of Hallroyd level crossing (now closed) and continue such sewer and water pipe respectively into and through the said land on the said northern side of the railway so acquired by them and such sewer and water pipe respectively shall be laid at such level and in such manner to the reasonable satisfaction of the Company's engineer as effectually at all times hereafter as to the said sewer to carry off the drainage and sewage and as to the said water pipe to convey the water from the rest of the lands of the owners on the northern side of the railway to their lands on the southern side thereof ;

(c) The Company shall also extend the existing footbridge over the said railway at Lower Laith across the said land acquired by them to the remaining land of the owners on the northern side of the railway as a means of communication between their lands on the northern and southern sides of the said railway ;

(d) Any difference which may arise between the owners and the Company with reference to the works to be carried out by the Company under the provisions of this section shall unless otherwise agreed be referred to an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers but without prejudice to all compensation payable to the owners for injury sustained in consequence of the exercise of the powers of this Act :

- (2) The Company shall also pay compensation to the said William Sutcliffe and other the owners for the time being of the said Lower Laith estate for any damage or injury for loss of amenity to the house and grounds south of the said railway in the event of the construction by the said Company of any junction or junctions siding or sidings to the east of the said site of the said Hallroyd crossing or consequent upon the development or enlargement of the Company's operations behind the said house and grounds :

The above compensation shall be in addition to and not in substitution for any other compensation which the owners of the land acquired by the Company under this Act may be entitled to in consequence of the exercise by the Company of any of the powers conferred upon them by this Act.

A.D. 1904.

40. For the protection of the mayor aldermen and citizens of the city of Liverpool (in this section called "the corporation") and their rights and privileges the following provisions shall apply and have effect (that is to say) :—

For protection of Liverpool Corporation.

- (1) Whenever the water mains or pipes of the corporation shall be severed or interfered with by the works authorised by this Act and whenever in consequence of such works it is necessary for maintaining the supply of water to lay substituted water mains or pipes such substituted water mains or pipes shall previous to the severance or interference be laid by the corporation at the expense of the Company :
- (2) If by reason of the exercise of any of the powers of this Act any increased length of water mains or pipes shall become necessary the same shall be laid down by the corporation at the expense of the Company :
- (3) Whenever any work by this Act authorised shall cross under or otherwise interfere with a public road in which the corporation are empowered to lay mains or pipes for the supply of water the Company shall in constructing such work make provision for the future laying of such water mains or pipes to the reasonable satisfaction of the water engineer of the corporation :
- (4) If by reason of the construction maintenance or failure of any of the works by this Act authorised the corporation shall sustain any damage or injury or incur any liability the Company shall make full compensation in respect thereof.

41. Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to His Majesty in right of His Duchy of Lancaster without the consent in writing of the

Saving rights of Duchy of Lancaster.

A.D. 1904. Chancellor for the time being of the said duchy first had and obtained (which consent the said Chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by His Majesty His heirs or successors in right of His said duchy.

Further extension of time for completion of Railway No. 2 authorised by Act of 1891.

42. The time limited by the Acts of 1891 and 1901 for the completion of the railway (No. 2) authorised by the Act of 1891 is hereby further extended until the third day of July one thousand nine hundred and seven and sections 9 10 and 11 of the Act of 1891 shall be read and have effect accordingly.

Extending time for sale of certain superfluous lands.

43. The Company with respect to lands acquired by them alone and the Company and any other company with whom the Company jointly hold any lands under the powers of any Act relating to the undertaking of the Company or of such other Company or to any joint undertaking of the Company and such other company with respect to such last-mentioned lands may notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or to such other company or to any such joint undertaking with which that Act is incorporated retain and hold any lands acquired by them respectively and which have not yet been applied to the purposes for which they were acquired or sold or disposed of for the periods following (that is to say) As regards such of the lands as are situate near to or adjoining any railway or station of the Company or of such other company or of such joint undertaking as the case may be or as the companies may be of opinion that they may require for the purposes of stations sidings or other conveniences for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act.

But the Company or such other company as the case may be shall at the expiration of such respective periods of ten years and two years proceed bonâ fide to the sale and disposal of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes aforesaid.

Abandonment of certain railways authorised by Act of 1899.

44. The Company shall abandon the construction of the Manchester Blackley and Middleton Railway and the connecting line at Middleton Junction described in and authorised by section 5 of the Act of 1899.

45. The abandonment by the Company under the authority of this Act of any portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Act of 1899.

A.D. 1904.
Compensation for damage to land by entry &c. for purposes of railways abandoned.

46. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railway or works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land 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 Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Compensation to be made in respect of railways abandoned.

47. So much of section 20 of the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act 1871 and so much of section 12 of the Act of 1891 with reference to the user of rails across Irwell Street in the county borough of Salford as provides that the Company shall not use any other than animal power for moving carriages and waggons across that street is hereby repealed and it shall be lawful for the Company subject to the remaining provisions of the said sections respectively to use steam or hydraulic power for the purpose of moving carriages and waggons across Irwell Street but so that no carriages or waggons shall be moved across the said street by other than animal power except with the consent of the mayor aldermen and burgesses of the county borough of Salford (in this section referred to

Company may use steam or hydraulic power for moving waggons &c. across Irwell Street Salford.

A.D. 1904. as "the corporation") which consent may from time to time be given for such period and subject to such conditions and regulations as the corporation may deem necessary for securing the safety of the public and the use of the said street for other traffic.

Company may provide hotel at Drogheda.

48. The Company may acquire erect provide hold enjoy and maintain as part of and in connexion with their undertaking an hotel at Drogheda and the provisions of section 30 (Company may provide hotel accommodation) of the Lancashire and Yorkshire Railway Act 1881 shall apply and have effect in relation to such hotel as if it were one of the hotels referred to in that section.

Power to enter into working agreements with Dearne Valley Railway Company.

49. The Company on the one hand and the Dearne Valley Railway Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 enter into agreements with respect to the following purposes or any of them (that is to say):—

The maintenance and management of the railways of the Dearne Valley Railway Company or any one or more of them or any part thereof respectively and of the works connected therewith respectively or any of them;

The use or working of the railways of the Dearne Valley Railway Company or of any part thereof and the conveyance of traffic thereon;

The supply and maintenance by the working company under and during the continuance of any such agreement as aforesaid for the working of the railways of engines stock and plant necessary for the purposes of such agreement and the employment of officers and servants;

The fixing subject to the authorised maximum rates and the collecting and apportionment of the tolls rates charges receipts and revenues levied taken or arising in respect of traffic.

Short-distance charges in case of working agreement.

50. During the continuance of any agreement to be entered into under the provisions of this Act for the use or working of the railways of the Dearne Valley Railway Company by the Company the railways of the two companies shall for the purpose of short-distance rates and charges be considered as one railway and in estimating the amount of rates and charges in respect of

passengers conveyed partly on the railway of the Company and partly on the railway of the Dearne Valley Railway Company rates and charges may be charged as for three miles and for every mile or fraction of a mile beyond three miles as for one mile only and in estimating the amount of rates and charges in respect of merchandise traffic conveyed partly on the railway of the Company and partly on the railway of the Dearne Valley Railway Company the Company shall be deemed to be a company connected with the Dearne Valley Railway Company and specified in the appendix to the schedule to the Great Eastern Railway Company (Rates and Charges) Order 1891 confirmed by the Great Eastern Railway Company (Rates and Charges) Order Confirmation Act 1891. A.D. 19 1.

51. Nothing in any agreement made under the authority of this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Dearne Valley Railway Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Dearne Valley Railway Company is worked by the Company as freely and fully in all respects as he was entitled to do before the making of any such agreement. Saving for
Postmaster-
General.

52.—(1) As from the first day of October one thousand nine hundred and four the Blackpool and Lytham Railway shares shall by the authority of this Act be converted into three per cent. debenture stock of the Company and three per cent. debenture stock of the North Western Company in the proportions in which the said Blackpool and Lytham Railway is owned by the Company and the North Western Company. Conversion
of outstand-
ing Black-
pool and Ly-
tham Rail-
way shares.

(2) On the said first day of October one thousand nine hundred and four the said companies shall respectively register in the name of each holder of Blackpool and Lytham Railway shares such nominal amounts of debenture stocks in such proportions as aforesaid as will together yield an amount of interest or dividend thereon equal to the amount of interest or dividend yielded by the said Blackpool and Lytham Railway shares in lieu of which debenture stocks are so issued.

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(3) After the said first day of October one thousand nine hundred and four the said companies respectively shall issue to every holder of Blackpool and Lytham Railway shares free of charge for so doing certificates for and representing such amounts of the aforesaid debenture stocks as such holder is entitled to under the foregoing provisions.

(4) When any such new certificates are issued the existing certificates of the Blackpool and Lytham Railway shares in substitution for which such debenture stocks are issued under the provisions of this section shall be deemed to be cancelled.

(5) The said companies respectively shall not be required to issue any new certificate unless and until the existing certificate in substitution for which it is issued is given up to be cancelled or is proved to their reasonable satisfaction to have been lost or destroyed.

(6) If any holder of Blackpool and Lytham Railway shares neglect or omit for the period of six months after notice in writing addressed to his last known place of abode to send his certificates for such shares to the Company or to prove the loss or destruction thereof to the reasonable satisfaction of the Company the said companies respectively may suspend the payment of any interest or dividend declared or made payable upon or in respect of the shares held by him until such existing certificates are sent or delivered or proof of their loss or destruction is given to the Company.

(7) Notwithstanding anything in this section contained no holder of Blackpool and Lytham Railway shares shall become entitled under this section to any fractional part of a pound of the said debenture stock but in every case in which any such holder would but for this enactment have become entitled to a fractional part of a pound of such debenture stock the Company may at their option pay to such holder such a sum in cash as shall be equal to the market value of such fractional part or receive from such holder such a sum in cash as will make up the amount of debenture stock to be issued to him to an integral number of pounds.

(8) All debenture stock issued to holders of Blackpool and Lytham Railway shares under the powers of this section shall be held subject to the same trusts and obligations as those upon or to which the shares in respect of which such debenture stock is issued was immediately before the date of conversion held or

subject and so as to give effect to and not revoke any deed or other instrument or any testamentary disposition of or affecting any such Blackpool and Lytham Railway shares and every deed or other instrument or testamentary disposition of or affecting such shares shall take effect with reference to the whole or a proportionate part of the stock so substituted therefor as the case may be. A.D. 1904.

53. The Company from time to time may for the purposes of this Act and for the general purposes of their undertaking raise by the creation and issue of shares or stock such additional capital as they shall think necessary not exceeding three hundred and sixty thousand pounds exclusive of the moneys which they are or may be authorised to raise by any other Act or Acts of Parliament and the Company may create and issue such shares or stock either wholly or partly as ordinary or wholly or partly as preferential shares or stock as they may think fit. Power to raise additional capital.

54. The Company shall not issue any share created under the authority of this Act of less nominal value than ten pounds nor shall any such share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof. Shares not to be issued until one-fifth part thereof shall have been paid up.

55. Except as by or under the powers of this Act otherwise provided the new ordinary shares or stock issued under the powers of this Act shall in proportion to the aggregate amount thereof from time to time held by the same person at the same time entitle the respective holders thereof to the same dividends and profits and confer on them the like qualifications and the like right of voting as the like amount of existing ordinary shares or stock of the Company. Qualification of new shares or stock.

56. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to raise capital by new shares or stock the Company if they think fit may raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock. Power to raise capital under any other Act and this Act by new shares or stock of one class.

A.D. 1904.
Power to
borrow on
mortgage.

57. The Company may in respect of the additional capital of three hundred and sixty thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole one hundred and twenty thousand pounds and of that sum they may borrow any sum not exceeding in the whole forty thousand pounds in respect of each one hundred and twenty thousand pounds of the said additional capital but no part of any such sum of forty thousand pounds shall be borrowed until shares for so much of the said portion of the additional capital in respect of which the borrowing powers are to be exercised as is to be raised by means of shares are issued and accepted and one-half of such capital is paid up and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of additional capital have been issued and accepted and that one-half of such portion has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of such portion of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons 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.

Former
mortgages
to have pri-
ority.

58. The mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the time of the passing of this Act shall during the continuance of such mortgages and bonds but subject to the provisions of the Acts under which such mortgages and bonds 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 of any debenture stock at any time created and issued by the Company. A.D. 1904.

59. The Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by virtue of any Acts relating to the Company and which may not be required for the purposes to which they are by any such Acts made specially applicable. Power to apply corporate funds to purposes of Act.

60. 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 at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages. Debenture stock.

61. All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall be applied for the purposes of this Act and for the general purposes of the Company being in each case purposes to which capital is properly applicable. Application of moneys.

62. If any money is payable to a holder of shares or stock in or of a mortgage or debenture stock of the Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company. Receipt in case of persons not *sui juris*.

63. The North Western Company may apply to the purposes of this Act in which they are interested and to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Act already passed or to be passed in the present session of Parliament and which may not be required for the purposes for which they are by any such Acts made specially applicable. Power to North Western Company to apply corporate funds.

64. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of Interest not to be paid on calls paid up.

A.D. 1904. — the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

65. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

66. Nothing in this Act contained shall exempt the Company or the railways of the Company from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act 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.

67. 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.

The SCHEDULES referred to in the foregoing Act. A.D. 1904.

THE FIRST SCHEDULE.

AN AGREEMENT made the nineteenth day of January one thousand nine hundred and three between the LANCASHIRE AND YORKSHIRE RAILWAY COMPANY (herein-after called "the Company") of the one part and the MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF BOOTLE (herein-after called "the Corporation") of the other part.

WHEREAS the Company are desirous of constructing three level crossings namely two in Shore Road and one in Regent Road in the said borough in or about the positions shown upon the plan annexed hereto marked "A" for the purpose of connecting their North Mersey Railway lines with land belonging to them on the eastern side of the said roads:

And whereas the Corporation are desirous of constructing a subway for the use of foot-passengers from Regent Road to the Mersey Dock estate under the Company's goods yard shown upon the plan hereto annexed and marked "B":

Now it is hereby witnessed that the Company and the Corporation hereby agree and covenant each with the other so far as their respective obligations extend as follows (that is to say):—

1. For the considerations expressed in this agreement the Company shall be at liberty forthwith to lay two railway crossings in Shore Road and one railway crossing in Regent Road in or about the positions shown coloured red on the plan annexed hereto marked "A" to the reasonable satisfaction of the borough engineer of Bootle.

2. The Company will by the next Bill which they shall deposit in Parliament and if necessary by any subsequent Bill or Bills apply for power for the construction of the said crossings and the Corporation will at the cost of the Company support any such application for such power provided that the terms and conditions of this agreement or such of them as the Corporation may reasonably require shall be embodied in clauses to be inserted in the Company's Bill.

3. Until the said power shall have been obtained the said crossings shall remain on sufferance only by the Corporation subject to the condition that if they or any of them shall for any reason be discontinued by the Company or required to be discontinued by the Corporation they shall be taken up and the roadways restored by the Company to the satisfaction of the said borough engineer.

A.D. 1904.

4. The said level crossings shall be used only for goods traffic.

5. Steam or mechanical power shall not be used on the said level crossings or for the traction of any waggons trucks or carriages thereon except in accordance with and subject to the terms and conditions contained in the subjoined schedule.

6. Not more than twelve waggons trucks or carriages attached together shall be allowed to cross Shore Road or Regent Road by means of any of the said level crossings.

7. The Company shall not at any time allow any engine waggon truck or carriage to remain or be upon any of the said level crossings otherwise than when in motion passing and repassing thereon and the Company shall not unreasonably obstruct the free and uninterrupted passage and access of vehicular and passenger traffic on either of the said roads.

8. The Company shall insert a clause in their Bill providing that if the Company fail to comply in any respect with any of the provisions of clauses 6 and 7 of this agreement they shall for every such offence be liable to a penalty not exceeding five pounds and the Corporation may recover such penalty in any court of competent jurisdiction.

9. The uppermost surface of the rails laid upon either of the said roads shall be on a level with the surface of such road as the same shall from time to time be formed and such rails and the foundation thereof shall be such as the Corporation may reasonably approve of.

10. The Corporation shall at all times have free access to and communication with all their sewers and drains and power to repair and renew existing sewers and drains or lay down new sewers and drains and make junctions and communications therewith.

11. If for the execution of any works in Shore Road or Regent Road it shall become necessary temporarily to take up or interfere with any of the said level crossings or to stop the traffic on any such level crossing the Corporation shall be at liberty to do so upon giving not less than three days notice of such their intention to the Company provided that all such works shall be executed with all reasonable despatch and upon completion thereof the Corporation shall properly restore the said crossing. But where it is reasonably practicable the Company may temporarily support the said level crossing or take other reasonable means for preventing the stoppage or interruption of traffic thereon but so that the same do not interfere with the traffic on the road.

12. The Company shall pave to the satisfaction of the Corporation and shall keep in repair to the like satisfaction so long as the said level crossings shall remain so much of Shore Road and Regent Road (including both carriageways and footpaths) as shall lie between two imaginary lines drawn parallel with the outer rails of the said level crossings respectively and at a distance of three feet therefrom but shall not alter or interfere in any

manner with the levels of the said roads except with the consent of the Corporation. A.D. 1904.

13. If the Company shall fail for the space of seven days after notice to them by the Corporation to carry out the provisions of the last foregoing clause the Corporation shall be at liberty to pave or repair (as in their judgment the case may require) the said portion of Shore Road or Regent Road and to recover the cost thereof from the Company in any court of competent jurisdiction.

14. Should the Corporation at any time hereafter construct tramways in Shore Road or Regent Road they shall have the right to cross the Company's lines by such tramways including electrical or other equipment subject to as little interference as possible with the Company's crossings and to the works required for such tramways being carried out by and at the expense of the Corporation and subject to the reasonable requirements of the Company.

15. In the event of any dispute or difference arising between the parties as to any breach or alleged breach of any of the foregoing terms and conditions or of the terms and conditions contained in the subjoined schedule or as to the meaning construction or effect thereof or otherwise in relation thereto such dispute or difference shall be determined by an engineer to be appointed (if not agreed upon) by the President of the Institution of Civil Engineers.

And it is hereby further witnessed that in consideration of the premises the Company and the Corporation hereby further agree and covenant each with the other so far as their respective obligations extend as follows (that is to say) :—

16. That the Company grant to the Corporation an easement for the construction by the Corporation of a subway for foot-passenger traffic under the Company's North Mersey lines from Regent Road to the Mersey Dock estate in or about the position shown on the plan annexed hereto and marked "B".

17. That the said subway shall be constructed by and at the cost of the Corporation and upon their responsibility in the event of any damage resulting therefrom and in accordance with plans to be approved by the Company's engineer and to his satisfaction. The said work shall also be maintained by the Corporation in perpetuity in like manner and in default of such maintenance by the Corporation the Company shall have the right to carry out any necessary repairs at the cost of the Corporation and to recover such cost from the Corporation.

17A. Notwithstanding the approval by the Company's engineer of the said plans the Corporation shall from time to time as required by the Company reconstruct or strengthen any portion of the subway to such extent as may be required by the Company's engineer for the time being so as to render it suitable and strong enough to carry any additional weight

A.D. 1904. or to meet any altered circumstances which may arise in connexion with the traffic and the use of the Company's property over and adjoining the subway.

18. The Corporation shall carry out any necessary alterations to the drains of the Company's goods yard which may be reasonably required by the Company's engineer and shall repay to the Company the cost of carrying out any alterations to the gas water electric or other pipes and mains of the Company which may be rendered necessary by the construction or maintenance of the works of the Corporation.

19. The work shall be executed without interference with the Company's traffic and all the Company's roadways and lines of railway shall be kept continuously open for use during the construction of the subway and on completion of the work the same shall where required be restored paved and made good to the satisfaction of the Company's engineer.

20. The Corporation shall on the first day of January yearly pay to the Company the sum of five pounds as and by way of acknowledgment for the easement hereby granted.

21. The constables or watchmen who may from time to time be stationed at the gate or entrance from the Company's lines to the Mersey Dock estate at the place marked on the said plan B shall watch the entrance to the subway on the dock estate for such hours as the said gate shall be open and the cost thereof shall be borne equally between the Company and the Corporation but if the Corporation require the said entrance to be kept open for longer hours than the Company require their gate to be watched the Corporation shall pay the Company the entire cost of such additional watching and in the event of the Company hereafter closing their said gate or entrance the Corporation shall make other arrangements satisfactory to the Mersey Dock Board as to the watching of the said subway.

22. This agreement is subject to such alteration as Parliament may think fit to make therein but if the Committee on the Bill make any material alteration in the agreement it shall be competent to either party thereto to withdraw from the same.

SCHEDULE OF TERMS AND CONDITIONS AS TO THE USE OF
LOCOMOTIVES FOR GOODS TRAFFIC ON THE SAID LEVEL CROSSINGS.

1. That the Company shall not cause or permit to be created or continued any public or private nuisance by reason of the working or use of locomotives upon or over the said level crossings and the Company shall be responsible for any damage or injury caused by or consequent upon the working or use of the said level crossings for the purposes mentioned herein.

2. That the Company shall indemnify the Corporation their officers and servants against all liability actions claims costs and demands with regard to any loss damage or injury which may be sustained by or occasioned to either persons or property by reason of the working or use of the said level crossings.

3. That no locomotive shall be driven at a higher speed than six miles per hour whether drawing a train or otherwise employed upon the said level crossings.

4. That every locomotive shall be fitted with brake power spark-catcher ashpan or other suitable appliance of the like nature to the approval of the borough engineer and each waggon shall be provided with effectual brake power that only fully qualified persons shall be employed on the locomotives and trains using the said level crossings and that in all cases a sufficient number of such persons shall be employed to work the trains Also that every precaution shall be taken by the Company to prevent fire and to prevent sparks or cinders from being scattered about the said level crossings or the roadways whether from the funnel or fire-box or other part of such locomotives.

5. That steam whistles shall not be used except when absolutely necessary for purposes of safety and that the emission of smoke or steam from the locomotive shall be prevented as far as practicable.

6. That a man on foot carrying a red flag during daylight and a red light during the hours of darkness shall immediately precede each locomotive when being used upon the said level crossings.

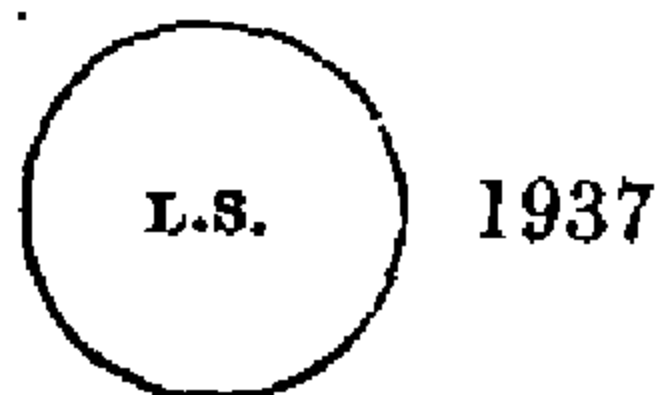
7. That where waggons are propelled from the rear upon the said level crossings a man shall immediately precede such waggons as is provided in the case of locomotives.

8. That no rubbish or substance of any description shall be deposited on the said level crossings or the adjoining road and that any rubbish or substance of any description whatever which may accidentally or otherwise fall from any engine waggon or train of waggons used by the Company upon the said level crossings or roadways shall be at once taken up and removed by and at the cost of the Company.

9. That should the Corporation consider this arrangement renders it necessary that extra police constables shall be stationed by the Corporation at such points as the Corporation may direct whose special duty it will be to see to the cart and passenger traffic passing across or along the said level crossings the expense of such extra police service to be paid by the Company The said constables to possess full power to stop and regulate the passage of the locomotives or trains as may be reasonably necessary from time to time for the convenient conduct of the vehicular or pedestrian traffic.

A.D. 1904. In witness whereof the parties hereto have respectively affixed their common seals the day and year first before written.

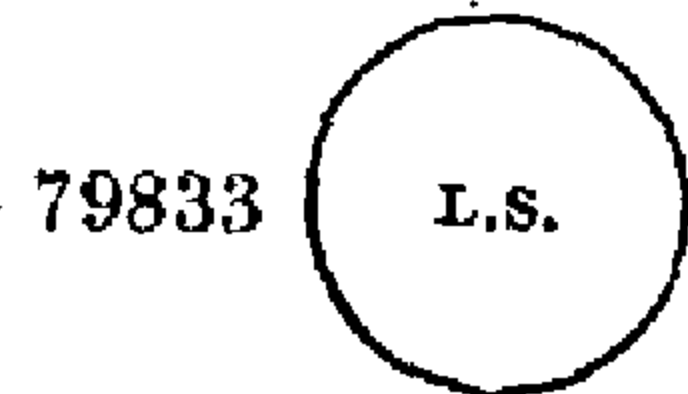
Sealed with the common seal of the mayor aldermen and burgesses of the borough of Bootle in the presence of—



W. H. CLEMMY
 Mayor.

J. H. FARMER
 Town Clerk.

Passed under the common seal of the Lancashire and Yorkshire Railway Company in the presence of—



R. C. IRWIN
 Secretary.

E. W. STANYFORTH.

THE SECOND SCHEDULE.

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Cliviger	26
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