

[41 & 42 VICT.] *Lancashire and Yorkshire Railway* [Ch. clxxvi.]
Act, 1878.



CHAPTER clxxvi.

An Act for conferring further powers on the Lancashire and Yorkshire Railway Company with relation to their undertaking ; and for other purposes. A.D. 1878.
[22d July 1878.]

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, and to purchase and acquire additional lands for the purposes of their undertaking, and that the other powers herein-after contained should be conferred upon the Company :

And whereas it is expedient that the respective periods limited by the Lancashire and Yorkshire Railway Act, 1875, for the compulsory purchase of lands required for the purposes of the "extension of Brighouse Branch Railway," and for the completion of that railway, should be extended, and also that the period limited by the same Act for the acquisition of certain lands and buildings at Halifax, described in the 22nd section of the said Act, should be extended : 38 & 39 Vict.
c. cxxv.

And whereas by the 29th section of the Lancashire and Yorkshire Railway Act, 1873, and subject to the limitation contained in the said section, an agreement, set forth in the schedule to that Act, is confirmed, whereby the Company and the Warden and Fellows of the College of Christ in Manchester, otherwise styled the Dean and Canons of Manchester, and in this Act herein-after referred to as the Dean and Canons, respectively covenant to make certain footpaths described on the plan annexed to the said agreement, and coloured thereon respectively black and red, and it has been found that in consequence of the construction of other roads and footpaths by the Company, with the concurrence of the said Dean and Canons and of the Local Board of Health of the district of Newton Heath near Manchester, certain of the provisions of the said agreement have become unnecessary, and it is expedient that the agreement scheduled to this Act should be confirmed : 36 & 37 Vict.
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And whereas the Company are jointly with the London and North-western Railway Company the proprietors of the Preston and Wyre Railway, and it is expedient that those two companies should be empowered for the purposes of the said undertaking to acquire and hold the lands herein-after described, and to exercise the other powers in this Act mentioned :

And whereas it is expedient that further provision should be made with respect to the rates or charges which the Company may demand :

And whereas it is expedient that the Company should be enabled to raise capital for the purposes of this Act, and also to raise additional capital for the improvement and enlargement of their railways, stations, and works, and the construction of new stations and sidings, and for the providing of additional rolling stock, the erection of dwellings for their workmen, and other the general purposes of their undertaking :

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

And whereas plans and sections showing the lines and levels of the railways 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 the Company are by this Act empowered to acquire and appropriate, 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 railways, works, lands, and property in Lancashire, been deposited with the clerk of the peace for the county palatine of Lancaster, and, as regards the 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 :

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

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

Short title.

1. This Act may be cited as the Lancashire and Yorkshire Railway Act, 1878.

Incorporation of general Acts.

2. The following Acts and parts of Acts are, excepting where the same are expressly varied by this Act, incorporated with and form part of this Act ; namely,

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The Lands Clauses Consolidation Acts, 1845, 1860, and 1869; A.D. 1878.
 The Railways Clauses Consolidation Act, 1845; and
 Parts 1 and 2 of the Railways Clauses Act, 1863, relating respec- 8 & 9 Vict. c. 18.
 tively to the construction of a railway and to extension of 23 & 24 Vict. c. 106.
 time. 32 & 33 Vict. c. 18.
 8 & 9 Vict. c. 20.
 26 & 27 Vict. c. 92.

3. Subject to the provisions of this Act, all 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 nonpayment 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 shares into stock;
- The general meetings of the Company and the exercise of the right of voting by the shareholders;
- The making of dividends;
- The giving of notices;
- The provision to be made for affording access to the special Act by all parties interested; and

Parts 1, 2, and 3 of the Companies Clauses Act, 1863, relating 26 & 27 Vict.
 respectively to the cancellation and surrender of shares, to addi- c. 118.
 tional capital, and to debenture stock,
 shall be applicable to the capital and moneys hereby authorised to be raised by shares or stock or mortgage, and to the proprietors thereof.

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; and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partly incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute. Interpretation of terms.

5. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on Power to make railways, &c.

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A.D. 1878. the deposited plans and sections, the railways and works hereinafter described, with all proper stations, sidings, approaches, works, and conveniences connected therewith, 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,)

according to
deposited
plans.

DEVIATION OF LINE AT WATERLOO NEAR LIVERPOOL.

A deviation (3 furlongs 3·07 chains in length) of the Liverpool, Crosby, and Southport Railway of the Company, in the township of Great Crosby, in the parish of Sefton, in Lancashire, commencing by a junction with the said railway immediately southward of the level crossing of the said railway by New Road otherwise Sandy Lane, and terminating by a junction with the said railway near the bridge carrying Crosby Road over the said railway, and the following provisions shall attach to the said deviation :

- (1.) On the completion and opening of the said deviation line the Company may abandon the use, either in the whole or in part, of so much of their existing Liverpool, Crosby, and Southport Railway between the points aforesaid as they may think fit, and may sell and convey or otherwise dispose of, or may retain and hold for the purposes of their undertaking, other than as part of their Liverpool, Crosby, and Southport Railway, all or any of the lands upon which the said portion of railway so to be disused is situate, and all or any lands adjoining or near thereto, used in connexion therewith or for the purposes thereof :
- (2.) The Company may abolish the level crossing of the said Liverpool, Crosby, and Southport Railway at Waterloo, in the said township of Great Crosby, by the road known as "South Road," and in connexion with the said deviation line may construct a bridge in lieu of the said level crossing, and may stop up and discontinue and extinguish all rights of way on the level over the said road within the fences of the said railway ; and the site and soil of the said portion of road so closed, in so far as the same do not already belong to the Company, is hereby vested in the Company :
- (3.) The Company may enter into and carry into effect contracts with the Waterloo with Seaforth Local Board, with reference to the foregoing matters, or any of them, or any matter incidental thereto :
- (4.) After the said bridge has been constructed as aforesaid, and the embankment of the approaches thereto has been made,

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the said Local Board shall pitch, metal, kerb, and flag the carriageway and footwalks of the same, and keep the said carriageway and footwalks in repair in future. A.D. 1878.

SHORT LINE AT MANCHESTER.

A railway (2 furlongs 3·58 chains in length) commencing in the township and parish of Manchester, in Lancashire, in or near to the Victoria Station, by a junction with the Company's Salford to Victoria line, at the easterly side of Great Ducie Street otherwise Strangeways, and terminating in the same township and parish by a junction with the Company's authorised railway through Cheet-ham Hill, Prestwich, Whitefield to Radcliffe and Bradley Fold, at a point near the easterly abutment of the bridge carrying the said last-mentioned railway over Long Millgate.

6. Subject to the provisions of this Act, the railways and the works connected therewith executed under the authority of this Act shall, for the purposes of toll and all other purposes whatsoever, be part of the Lancashire and Yorkshire Railway and of the under-taking of the Company. Railways to form part of Lancashire and Yorkshire Railway.

7. If the railways herein-before authorised by this Act are 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 railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed. Period for completion of railways.

8. The powers of the Company for the compulsory purchase of lands for the purposes of the "extension of Brighthouse Branch Railway" are hereby extended until the nineteenth day of July one thousand eight hundred and seventy-nine, and at the expiration of that period those powers shall cease and determine. Extension of time for purchase of certain lands.

9. The period limited by the Lancashire and Yorkshire Railway Act, 1875, for the construction and completion of the "extension of Brighthouse Branch Railway" is hereby extended until the nineteenth day of July one thousand eight hundred and eighty-one. Extension of time for completion of extension of Brighthouse Branch Railway. 38 & 39 Vict. c. cxxv.

10. The powers conferred upon the Company by the Lancashire and Yorkshire Railway Act, 1875, for the compulsory purchase of certain lands and buildings in the townships of Halifax and Southowram, and parish of Halifax, in the west riding of the county of York, which lands and buildings are referred to and described in the 22nd section of the said Act, are hereby extended until the nineteenth day of July one thousand eight hundred and eighty. Extension of time for acquisition of lands at Halifax. 38 & 39 Vict. c. cxxv.

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Company
liable to
penalty un-
less railways
are opened
within time
limited.

17 & 18 Vict.
c. 31.

11. If the Company fail to complete the railways which they are herein-before authorised to construct or complete within the periods respectively limited by this Act for those purposes, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the periods so limited until the railway in respect of which such default has been made is completed and opened for public traffic, 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 in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, 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 and with the privity of Her Majesty's Paymaster General, on behalf of the Chancery Division of the High Court of Justice, 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 was prevented from completing or opening such line 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.

Application
of penalty.

12. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Chancery Division of the High Court of Justice may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation,

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then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer, in such manner as the said Division thinks fit to order, on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the said Division, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

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13. Subject to the provisions of this Act, the Company may, in the lines, according to the levels, and in the manner shown on the deposited plans and sections, widen and improve their main line of railway, and lay down additional lines of railway thereon, or, in connexion therewith, such widening and improvement commencing in the township of Rastrick, in the parish of Halifax, in the west riding of Yorkshire, from a point near to the centre of the bridge carrying the Company's railway over Anchor Pit Road, and terminating in the township of Bradley, in the parish of Huddersfield, in the said west riding, at or near the point where the railway of the London and North-western Railway Company joins the Lancashire and Yorkshire Railway at Bradley Wood Junction; and for the purposes of such widening and improvement the Company, 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 relating thereto, as may be required for the purposes aforesaid, and the said widening and improvements shall, for the purposes of toll and in all other respects, be deemed part of the Lancashire and Yorkshire Railway.

Power to widen and improve railway in the west riding of Yorkshire.

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 may stop up and appropriate the sites of such streets, roads, and footpaths as are included within the limits of the lands shown on the said plans as

Company may make other works.

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New road
and abandon-
ment of au-
thorised road
at Halifax.

(1.) The Company may construct a new road in the township, parish, and borough of Halifax, in the west riding of Yorkshire, commencing at the western end of Navigation Road, and terminating at or near the eastern end of Lilly Lane and near Bath House ; and the said road, when complete, shall be a public road, and be repaired by the mayor, aldermen, and burgesses of the borough of Halifax (herein-after called the corporation of Halifax) ; and the Company may abandon the formation of the road described in the 21st section of the *Lancashire and Yorkshire Railway Act, 1875*, as commencing at the northerly end of Wesley Street at its junction with Lilly Lane, and terminating at the easterly end of Lilly Lane near Bath House :

38 & 39 Vict.
c. cxxv.

Provided always, that, in consideration of the stopping up and appropriation by the Company, for their own purposes, of so much of Lilly Lane aforesaid as is coloured brown upon the plan herein-after mentioned, the Company shall, unless otherwise agreed between them and the corporation of Halifax, make and for ever maintain a footbridge for the use of the public, of the width of six feet at least, in the line of Lilly Lane, approached on the westerly end by an incline from Lilly Lane, and on the easterly end by steps, such bridge being of the height shown on a copy of the deposited plan, signed in duplicate by Edward Rice Sweet Escott, the surveyor of the said corporation, and Sturges Meek, the engineer of the Company, and after the completion of the said bridge all rights of way in and over so much of Lilly Lane aforesaid as is coloured brown on the said plan shall be extinguished, and the site and soil thereof shall be vested in the said Company :

38 & 39 Vict.
c. cxxv.

The 24th section of the *Lancashire and Yorkshire Railway Act, 1875*, relating to agreements with the Great Northern Railway Company, shall apply to the said new road ; and the Company, either alone or with the Great Northern Railway Company, may contract with the corporation of Halifax with respect to the construction of the said road, and other matters connected with the Halifax stations, and

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the works, approaches, and conveniences of the Company, A.D. 1878.
and of the Great Northern Railway Company :

Provided that, notwithstanding anything contained in the said twenty-first section of the Act of 1875, the Company may, subject to the provisions of this Act, stop up and extinguish all rights of way in and over so much of Navigation Road as lies between Church Street and the entrance to the Albion Mills, when and so soon as the Company shall have constructed the new road described in the said section as commencing at the easterly end of Navigation Road, and terminating at or near the south end of Berry Lane.

- (2.) The Company may divert in the lands of the Company, and straighten, the River Irk, in the township of Cheetham, in the parish of Manchester, in Lancashire, from a point about 170 yards, measured along the said river in a north-easterly direction from the bridge carrying the roadway leading to Saint Catherine's schools over the said river, to a point in the aforesaid river about 40 yards, measured in a southerly direction from the bridge carrying the roadway over the River Irk; they may remove the existing weir and sluices supplying with water the Travis Isle corn mill in the last-mentioned township, and may construct such new weir, sluices, and works as shall be necessary for maintaining the supply of water to the said mill. The site and soil of the said River Irk, and of the mill race leading from the said river to the said Travis Isle corn mill, for which the proposed diversions will be substituted, is hereby vested in the Company. Diversion of
River Irk in
Manchester.
- (3.) The Company may construct a new road at or near Newchurch, commencing in the township of Cowpe Lench, New Hall Hey, and Hall Carr, in the parish of Bury, in Lancashire, by a junction with Long Rake Lane, near and northwards of the crossing of the said lane by the Company's Bacup Branch Railway, and terminating in the said township by a junction with the said lane or road at a point about 39 yards south of the said crossing; and when the said new road is completed the Company may abolish the level crossing of the said Bacup Branch Railway by Long Rake Lane aforesaid, and all rights of way over the said level crossing shall be extinguished, and the site and soil of the said level crossing so closed, in so far as the same do not already belong to the Company, are hereby vested in the Company. New road
and abolition
of level cross-
ing at or near
Newchurch.

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Diversion of
occupation
road and
stopping up
footpath near
Spring Lane,
Radcliffe.

(4.) The Company may divert a certain occupation road and public footpath leading from Spring Lane, near Radcliffe, to Coney Green, such diversion being wholly situate in the township and parish of Radcliffe, in Lancashire, and commencing at and on the north-westerly end of the bridge carrying the said road and footpath over the East Lancashire section of the Company's railway, and terminating by a junction with the same road and footpath at a point about one hundred and forty-eight yards, measured in a north-westerly direction along the said occupation road and public footpath from the said bridge; and when the said new road shall be completed the Company may appropriate to their own purposes the site and soil of so much of the said occupation road and public footpath as will become unnecessary by reason of such diversion, and as is bounded on both sides by land of the Company, and all rights of way in or over the same shall be extinguished; and upon such road being completed the Company may also stop up and extinguish all rights of way in and over, and appropriate to their own purposes, so far as the same is bounded on both sides by land of the Company, the site and soil of a certain footpath intersecting the lands and property of the Company in the said township and parish of Radcliffe, shown on the plans and described in the book of reference of the "connecting line near Radcliffe" deposited with the clerk of the peace for Lancashire in the month of November 1876, with reference to the Lancashire and Yorkshire Railway Act, 1877, and on such plans and in the book of reference numbered 17 in the said township and parish of Radcliffe.

40 & 41 Vict.
c. lix.

Footpaths at
Newton
Heath, near
Manchester.

(5.) Subject to the proviso herein-after contained, the roads and footpath at Newton Heath, in the township of Newton and parish of Manchester, in Lancashire, which have been already constructed by the Company, shall be deemed for all intents and purposes equivalent to the footpaths coloured black and red, and mentioned in the second clause of the agreement scheduled to the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act, 1873, so far as the same were to be constructed by the Company and the Dean and Canons, and the said last-mentioned footpath shall be stopped up, and the stopping up of the several other roads and footpaths mentioned in the said agreement is hereby confirmed: Provided that nothing herein contained shall relieve the Dean and Canons of the liability to construct and complete so much of the footpaths coloured red on the plan attached to

36 & 37 Vict.
c. clxxix.

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the said agreement as lead or are intended to lie between the new road formed by the Company on the northerly side of their new works in Newton Heath and Moston Brook, and also between Lamb Lane and Monsall Lane in the line of Moston Road; and the agreement set forth in the Second Schedule to this Act, and made between the Company of the first part, the Dean and Canons of the second part, and the Local Board of Health for the district of Newton Heath, near Manchester, of the third part, is hereby confirmed as in such schedule set forth, and the same shall be binding on the Company and the other parties thereto, and, so far as the same has not hitherto been performed, the provisions thereof shall be carried into effect by the parties thereto.

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Agreement
in Second
Schedule
confirmed.

(6.) The Company may, by agreement with the mayor, aldermen, and burgesses of the borough of Salford (herein-after called "the corporation"), stop up and close all or any part of Upper Booth Street, between Irwell Street and New Bailey Street, in the township and borough of Salford, in the parish of Manchester, in Lancashire, including the disused part of Bolton Street under the Company's station between Gore Street and Upper Booth Street, and extinguish all rights of way in and over the same, and acquire the site and soil thereof, for the purposes of the Company, and the Company may enter into agreements with the corporation with respect to the closing and appropriation of the said street, or incident thereto.

Closing of
Upper Booth
Street, Sal-
ford.

(7.) The Company may abolish the crossing on the level by a public footpath of their railway now in course of construction, the said footpath being in the township of Crumpsall, in the said parish of Manchester, and being numbered 45 in the said township on the plans deposited with the clerk of the peace for Lancashire with respect to the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act, 1872; and the Company may, in the stead of the said level crossing, construct in the said township of Crumpsall another footpath by means of a bridge over their railway, the said new footpath commencing in the field numbered on the said plans 46 in the said township, and terminating at or near the north-western corner of the field numbered 49 on the said plans. The site and soil of the existing footpath between the fences of the Company, so far as the same do not already belong to them, are hereby vested in the Company, and

Construction
of bridge in
lieu of level
crossing at
Bowker
Bank,
Crumpsall.
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Construction
of bridge in
lieu of level
crossing near
Prestwich.

all rights of way in and over the same are extinguished, and the new or substituted footpath shall be maintained and repaired by the same body or person or persons who is or are now liable to maintain and repair the existing footpath.

- (8.) The Company may abolish the crossing on the level by a public footpath and occupation road of their railway now in course of construction, which footpath and occupation road is numbered on the last-mentioned deposited plans 184 in the township of Prestwich, in the parish of Prestwich cum Oldham, in Lancashire; and in the stead of the said level crossing, the Company may, in the said township of Prestwich, construct another public footpath and occupation road by means of a bridge under their railway, and for that purpose they may, so far as may be needful, alter the level and direction of the existing public footpath and occupation road in or between the fields numbered respectively 182, 183, 185, 186, and 187 in the said township of Prestwich on the last-mentioned deposited plans; and the site and soil of the existing occupation road and footpath between the fences of the Company, so far as the same do not already belong to the Company, are hereby vested in them; and all rights of way in and over so much of the existing occupation road and footpath as will be rendered unnecessary by the deviation thereof are hereby extinguished, and the new or substituted footpath and occupation road shall be maintained and repaired by the same body or person or persons who is or are liable to maintain and repair the existing public footpath and occupation road.

Alteration
of levels of
road at
Whitefield,
near Man-
chester.

35 & 36 Vict.
c. cxvi.

- (9.) The Company may raise the levels of a certain road situate at Whitefield, and known as Cow Lane otherwise Stanley Street, in the township of Pilkington, in the said parish of Prestwich cum Oldham, and numbered 101 in the said township on the plans deposited with the clerk of the peace for Lancashire with respect to the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act, 1872, such alteration extending from the north-easterly side of the turnpike road leading from Manchester to Bury to a point about fifty-nine yards, measured along the said road, from the said turnpike road.

Power to
deviate in
construction
of roads.

15. The Company, in constructing the new roads, and alteration of roads, footpaths, and streets herein-before authorised, may deviate from the centre lines shown on the deposited plans to the extent of

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the limits of deviation marked on such plans respectively, but so, nevertheless, that no part of such deviation be constructed beyond the said limits, and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet, but not so as to increase the rate of inclination as shown on the deposited sections of any new road, footpath, or street.

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16. On the Company giving one month previous notice to the corporation of Liverpool (herein-after called the corporation) of their intention to commence the construction of the works authorised by this Act across South Road, in the township of Great Crosby and parish of Sefton, in the county of Lancaster, the corporation shall, within one month thereafter, cut off the water main belonging to them which is laid in South Road on the west side of and where it crosses the Company's existing railway, and also on the east side of the intended railway; and the corporation shall lay a new water main in South Road aforesaid, east of the Company's railway, in continuation of the main now laid in South Road to and forming a junction with the water main belonging to the corporation which is laid in Crosby Road North for supplying water in South Road aforesaid; and the Company shall repay to the corporation all the cost of and incident to the laying down of such main.

For protection of the corporation of Liverpool as to water mains in South Road, Waterloo.

17. Notwithstanding anything contained in the deposited plans or books of reference, the Company shall not, under the powers of this Act, unless by agreement, enter upon, take, or use the lands, buildings, or property numbered 46 on the said deposited plans relating to "deviation of line at Waterloo, near Liverpool," and belonging or reputed to belong to Milton Stuart.

For protection of Mr. Milton Stuart as to property at Waterloo.

18. Notwithstanding anything in this Act contained, the Company shall not, otherwise than by agreement, acquire or take for the purposes of the said Act any land or premises belonging to the guardians of the poor of the township of Manchester, and the churchwardens of the collegiate and parish church of Christ, in Manchester, and the overseers of the poor of the township of Manchester, other than what the said Company has already contracted and agreed to purchase by a contract in writing, dated the 9th day of September 1873, made between the said guardians, churchwardens, and overseers, and the said Company; and nothing in this Act shall alter or vary, or empower the said Company to alter or vary, the terms of such contract in any manner whatever.

For protection of lands belonging to the guardians of poor of Manchester, &c.

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For protec-
tion of the
corporation
of Man-
chester as to
works in
Manchester.

19. The following stipulations shall apply, unless otherwise agreed between the mayor, aldermen, and citizens of the city of Manchester, in the county of Lancaster, (in this section called the corporation,) and the Company, with respect to the works in the city of Manchester by this Act authorised :

1. The Company shall increase the height of the parapet on the western side of the existing bridge under the street called on the deposited plan Corporation Street, and otherwise known as Ducie Bridge, and hereafter referred to as the said street, so that the same parapet shall not be less than 18 feet in height in any part above the footpath adjoining thereto ; and in case the corporation shall at any time hereafter, by notice in writing given to the Company, request them to raise the said parapet to such further height as shall be mentioned in the said notice, and the Company shall object so to do, the question in difference shall be settled by arbitration as herein-after provided.
2. Nothing in this Act, or in any Act incorporated with this Act, or in the deposited plans and sections, shall authorise the Company to alter the present level of the said street.
3. The short line at Manchester in this Act described shall pass beneath the said street by means of a permanent bridge, which shall be so constructed as in no way permanently to obstruct or to endanger the traffic upon the said street, and shall be for ever afterwards maintained and repaired, except as herein-after provided, by and at the expense of the Company. The parapet on the western side of the said permanent bridge shall be constructed to a height not being less than 18 feet in any part above the footpath adjoining thereto ; and in case the corporation shall at any time hereafter, by notice in writing given to the Company, request them to raise the said parapet to such further height as shall be mentioned in the said notice, and the Company shall object so to do, the question in difference shall be settled by arbitration as herein-after provided.
4. For the purpose of carrying on the traffic in the said street during the construction of the bridge in the last sub-section referred to, all such temporary bridges and temporary accommodations shall be made and provided by and at the expense of the Company, as the city surveyor may from time to time reasonably require ; and immediately after the completion of the said permanent bridge, the portion of the said street

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which may have been disturbed in and for the purposes of such construction shall be restored and made good by the corporation, but at the expense in all respects of the Company. A.D. 1878.

5. The works shall be sufficiently lighted and watched, both by day and night, until the completion thereof, by and at the cost of the Company; and arrangements shall, at the cost of the Company, be made to the reasonable satisfaction of the city surveyor, so that the traffic in and over the said street shall be continued during the progress of the works.

6. The said permanent bridge shall be so constructed, and at all times hereafter maintained by the Company, as to enable the corporation, at their own expense, from time to time to construct, lay down, repair, renew, and replace pavements, tramways, drains, and gas and water pipes. The flagging, kerbing, and paving of the said street shall be removed by the corporation, at the expense of the Company, to such extent as the city surveyor may from time to time deem necessary; and on the completion of the said permanent bridge, the corporation shall, at the cost in all things of the Company, flag, pave, and kerb the said street in such manner as they may think fit, but thenceforth such flagging, paving, and kerbing shall be kept in repair by the corporation as a public street.

7. The abutments or piers of the new bridge carrying the railway over the River Irk shall be, as nearly as practicable, parallel with the stream or course of that river, and shall not diminish the water-way of that river, or obstruct the free flow of water therein.

8. The diversion of the River Irk by this Act authorised shall be made and constructed in accordance with the plans, and in manner to be agreed upon between the engineer of the Company and the city surveyor, or, failing agreement, as shall be settled by arbitration as herein-after provided: Provided that the centre line of such diversion shall not at any point be further from the westerly side of Collyhurst Road than the altered centre line shown upon duplicate copies of the deposited plans signed respectively by J. G. Lynde, the city surveyor, on behalf of the corporation, and by Sturges Meek, the engineer of the Company, on their behalf, one of such copies being in the possession of the corporation, and the other of the Company. The sill of the new weir shall be on a level with that of the existing weir, and the length of

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River Irk.

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the new weir shall not be less than the length of the present weir, and a sufficient tumbling bay shall be constructed by the Company.

9. During the construction of the works by this Act authorised with respect to the River Irk, the Company may erect and place coffer-dams and other temporary works in such river, and shall on the completion of the works remove the same at their own expense, but shall not throw or cast, or permit to be thrown or cast, into that river any material, débris, or substance whatever.
10. In the event of any contravention or non-observance of the preceding sub-section, the corporation may from time to time cause to be removed, at the cost of the Company, from such river any matter or thing which may obstruct the free flow of water therein.
11. The Company shall pay to the corporation the value of the land formerly used as a road, and known as Mill Hill, extending from Long Millgate to Gibraltar, in the city of Manchester, which is shown as vacant land on the deposited plans, being portion of the land referred to on those plans by the numbers 1 and 2, in the parish of Manchester, such value to be ascertained, if not agreed upon, under the Lands Clauses Consolidation Act, 1845, and the Company shall not be called upon to execute the proposed diversion of the said road shown upon the deposited plans referred to in the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act, 1872, relating to railways through Cheetham Hill, Prestwich, Whitefield to Radcliffe and Bradley Fold.
12. The flags, paving stones, and other materials in any street in the city of Manchester which shall be interfered with by the Company under the powers of this Act shall remain and be the property of the corporation, and may be used or removed by them.
13. Whenever, in execution of the powers in this Act contained, it shall be necessary either temporarily or permanently to alter or interfere with or disturb any of the sewers or drains, or any of the gas, water, or other mains or pipes, or apparatus belonging to the corporation, the same shall be carried into effect by and under the direction of the corporation, but at the expense in all respects of the Company.
14. The cost of procuring and laying any new sewers, drains, mains, pipes, or other apparatus in substitution for those

8 & 9 Vict.
c. 18.

35 & 36 Vict.
c. cxvi.

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which may be rendered useless by such alteration shall be paid to the corporation by the Company on demand. A.D. 1878.

15. 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 the Company and the traffic thereon, and the persons and property being conveyed on or using such railway, by the breaking, bursting, or leaking of or escape from any sewer, water, or gas main or pipe belonging to or under the control of the corporation, unless such damage or injury shall have arisen as the consequence of any act or default of the officers or servants of the corporation.
16. 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 hereinbefore 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 execution (whether by the Company, or their contractors, agents, workmen, or servants) of the powers of this Act, 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.
17. The cost of all works and matters which are under this section to be executed, done, or provided by the corporation at the cost of the Company, and all other costs and expenses by this section made payable by the Company to the corporation, shall be paid on demand, and shall be recoverable in any court of competent jurisdiction.
18. If the surveyor of the corporation and the engineer of Company shall differ as to the reasonableness of the requirements of the corporation, or concerning any plan or the execution of any of the works provided for by this enactment, then every such difference shall be settled by an engineer to be appointed by the corporation and the Company, or if they cannot agree, then by an engineer to be appointed as umpire under the provisions of the Railways Clauses Consolidation Act, 1845.

8 & 9 Vict.
c. 20.

20. Notwithstanding anything in this Act contained, it shall not be lawful for the Company, without the consent in writing of the Company of Proprietors of the Calder and Hebble Navigation and of the Undertakers of the Navigation of the Rivers Aire and Calder, to enter upon, take, or use the property numbered on the deposited

For protection of the Calder and Hebble and Aire and Calder Navigations as to

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and the Company may appropriate the site and soil of the public footpath, and of all other roads or ways intersecting or being upon the said lands :

Certain other lands situate in the township of Walton-le-Dale, in the parish of Blackburn, in Lancashire, bounded on the north by the original Blackburn and Preston line of the Company, on the east by Moss Lane, and near to the Company's Lostock Hall Station :

Certain lands wholly situate in the township of Rastrick, in the parish of Halifax, in the west riding of Yorkshire, situate at the end of Birdsroyd Lane, and bounded on the south-west by the railway of the Company :

Certain lands at Brighouse, in the same township, parish, and riding, bounded by the Lancashire and Yorkshire Railway goods sidings and premises on the north-east, and by Woodhouse Bridge Lane on the south-east.

Power to Company and London and North-western Railway Company to acquire additional lands at Fleetwood and Blackpool.

23. Subject to the provisions of this Act, the Company and the London and North-western Railway Company, or either of them, with the consent of the other, may from time to time exercise the powers, and enter upon, take, use, and appropriate to purposes connected with the undertaking of the Preston and Wyre Railway, all or any of the lands, houses, and buildings herein-after described, which are delineated upon the deposited plans and described in the deposited books of reference ; (that is to say,)

Certain lands at Fleetwood wholly situate in the township of Thornton, in the parish of Poulton-in-the-Fylde, in Lancashire, and lying on the east side of Queen Street :

Certain lands at Hounds Hill, Blackpool, wholly situate in the township of Layton-with-Warbeck, in the parish of Bispham, in Lancashire, abutting on the Blackpool and Lytham line of the two companies on the westerly side thereof, and lying at the eastern end of Brunswick Street, Back Brunswick Street, and Oddfellow Street :

Certain other lands at Hounds Hill, Blackpool, wholly situate in the township of Layton-with-Warbeck, in the parish of Bispham, in Lancashire, abutting on the westerly side of the Hounds Hill Station, sidings, and premises of the two companies, and on the north side of Bonny Street, Blackpool.

Stopping up Albert Street, Fleetwood.

They may stop up, vest in and appropriate to the purposes of the two companies, so much of Albert Street, at Fleetwood, in the said township of Thornton, as is situate between Dock Street and the River Wyre, as is shown on the deposited plans and described in the deposited books of reference, and there-

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upon all rights of way in and over the said portion of street or road shall be extinguished: Provided always, that before stopping up the said portion of Albert Street, and in consideration of the vesting in and appropriation by the companies to their own purposes of the said portion of Albert Street, the two companies shall, unless otherwise agreed between them and the local board of the district of Fleetwood, make and for ever maintain a foot-bridge, of the width of seven feet six inches, with steps approaching the same in the position and of the height shown on a copy of the deposited plan signed in duplicate by Edward Garlick, on behalf of the local board for the district of Fleetwood, and Sturges Meek, on behalf of the said companies; and the said bridge shall for ever remain open as and for a public footway between Dock Street in Fleetwood aforesaid and the River Wyre; and the two companies shall, after the completion of the said bridge, permit all persons for ever hereafter to pass and repass between the said bridge and the public landing-place marked B. on the plan along the eastern side of the quay belonging to the said two companies between those points.

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24. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege 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 last-mentioned Acts with respect to lands and rentcharges, as far as the same are applicable in this behalf, shall extend and apply to such grants, and to such easements, rights, or privileges as aforesaid.

Power to take easements, &c. by agreement.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.

25. The powers for the compulsory purchase of lands for the purposes of this Act, whether by the Company, or by the Company jointly with the London and North-western Railway Company, shall not be exercised after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands.

26. The Company shall, eight weeks at least before they take in any parish fifteen houses or more occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a

Notice to be given of taking houses of labouring classes.

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A.D. 1878. justice that it has been proved to his satisfaction that they have so made known their intention.

Company to procure accommodation for persons of the labouring class to be displaced.

27. Before taking in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire, the Company shall (unless the Company and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons: Provided always, that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice; and the Company may, for the purpose of procuring such accommodation, appropriate any lands for the time being belonging to them, or which they have power to acquire, and may purchase by agreement such further lands as may be necessary for such purpose, and may on such lands erect labouring-class dwellings, and may let or otherwise dispose of such lands and dwellings, and may apply for the purposes of this section, or any of them, any moneys they may have already raised or are authorised to raise.

Owner may be required to sell parts only of certain lands and buildings.

8 & 9 Vict. c. 18.

28. And whereas, in the construction of the railways and works hereby authorised, or otherwise in exercise of the powers of this Act, it may happen that portions only of the lands, buildings, or manufactories shown on the deposited plans may be sufficient for the purposes of the same, and that such portions may be severed from the remainder of the said properties without material detriment thereto: Therefore, notwithstanding section 92 of the Lands Clauses Consolidation Act, 1845, the owners of and persons interested in the lands, buildings, or manufactories described in the First Schedule to this Act, and whereof parts only are required for the purposes of this Act, may, if such portions can, in the opinion of the jury, arbitrators, or other authority to whom the question of disputed compensation shall be submitted, be severed from the remainder of such properties without material detriment thereto, be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof, the Company paying for the portions required by them, and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Power to Company to charge for warehousing of goods, &c.

29. The Company, in addition to any other tolls, rates, or charges which they can lawfully demand and recover, may demand and recover a reasonable sum for the warehousing and for wharfage of goods when delivered into or placed upon the yards or sidings

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belonging to or in the occupation of the Company (after due notice to the consignee, and allowing a reasonable time for removal); but nothing herein contained shall extend or apply to coal, cannel, culm, slack, coke, or cinders traffic, where such traffic is delivered into the yards or sidings owned or rented by the consignor or consignee; but where such coal, cannel, culm, slack, coke, or cinders traffic is wharfed upon sidings or yards belonging to and in the occupation of the Company, the Company may charge a sum for the use of such siding or yard not exceeding threepence per ton in respect thereof, and if the said traffic shall remain on the said siding or yard for a longer period than four days (Sundays, Good Friday, Christmas Day, and Bank holidays excepted), the Company may charge a further reasonable sum in respect thereof.

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30. 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 sums of money as they shall think necessary, not exceeding six hundred 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 by creation of shares or stock.

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

Shares not to issue until one-fifth part paid up.

32. Except as by or under the powers of this Act otherwise provided, the new 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.

Except as otherwise provided, new shares or stock to be subject to same incidents as other shares or stock.

33. 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

New shares or stock raised under this and other Acts may be of same class.

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A.D. 1878. — 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 borrow on mortgage.

8 & 9 Vict.
c. 16.

34. The Company may from time to time borrow on mortgage additional sums, not exceeding in the whole two hundred thousand pounds, in respect of the additional capital of six hundred thousand pounds by this Act authorised to be raised: Provided that in respect of every one hundred thousand pounds of such additional capital issued and accepted, and one half whereof shall have been paid up, the Company may borrow a sum or sums not exceeding in the whole thirty-three thousand pounds; but no part of any of the before-mentioned sums of thirty-three 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 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 paid up bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also, so far as the said capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Former mortgages and bonds to have priority.

35. 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 mort-

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gages granted by virtue of this Act, and 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. 1878.

36. The Company may apply to the purposes of this Act 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.

37. 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.
26 & 27 Vict. c. 118.

38. 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. Application of moneys.

39. If any money is payable to a holder of shares or stock in 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.

40. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of 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 the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845. Interest not to be paid on calls paid up.
8 & 9 Vict. c. 16.

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

42. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of Railways not exempt from provisions of present and

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A.D. 1878. railway companies, now in force or which may hereafter pass during
future gene- this or any future session of Parliament, or from any future revision
ral Railway or alteration, under the authority of Parliament, of the maximum
Acts. rates of fares and charges, or of the rates for small parcels.

Expenses of 43. All costs, charges, and expenses of and incident to the
Act. preparing for, obtaining, and passing of this Act, or otherwise in
relation thereto, shall be paid by the Company.

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FIRST SCHEDULE.

DESCRIBING LANDS, BUILDINGS, AND MANUFACTORIES OF WHICH PORTIONS
ONLY MAY BE REQUIRED.

Township or Parish.	Numbers on deposited Plans.
DEVIATION OF LINE AT WATERLOO, NEAR LIVERPOOL.	
Sefton - - - - -	9
ADDITIONAL LANDS AT NEWCHURCH.	
Cowpe Lench, New Hall Hey, and Hall Carr -	3
Newchurch - - - - -	8

SECOND SCHEDULE.

ARTICLES OF AGREEMENT made the first day of March 1878 between the Lancashire and Yorkshire Railway Company (herein-after referred to as "the Company") of the first part, the Warden and Fellows of the College of Christ, in Manchester, founded by King Charles, (otherwise styled the Dean and Canons of Manchester,) (herein-after referred to as "the Dean and Canons,") of the second part, and the Local Board of Health for the district of Newton Heath, near Manchester (herein-after referred to as "the Local Board"), of the third part.

WHEREAS by articles of agreement dated the 14th of May 1873, and made between the said Company of the first part, the said Local Board of the second part, the said Dean and Canons of the third part, and the president, treasurers, deputy treasurers, benefactors, and subscribers of and to the Manchester Royal Infirmary, Dispensary, and Lunatic Hospital or Asylum (therein-after referred to as "the Infirmary") of the fourth part, after reciting that the Company had a Bill then pending in the House of Commons, intituled "A Bill for conferring further powers on the Lancashire and Yorkshire Railway Company, and for other purposes relating to that Company and to the Preston and Wye Railway," and by such Bill they proposed to obtain power to make (among other railways and works) the railway and works described in the said Bill as follows; namely, "(2.) Loop line, Manchester.—A railway, about 1 mile 4 furlongs and 3 and 1·10 chains in length, commencing by a junction with Railway No. 3 authorised by the Lancashire and Yorkshire Railways (New Works and Additional Powers) Act, 1872, in the township of Cheetham, in the

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“ the Lancashire and Yorkshire Railway in the township of Newton, in the
“ parish of Manchester aforesaid ;” and reciting that the said loop line, Man-
chester, (therein-after referred to as the said “ loop line ” or “ the projected rail-
way, ”) would, if made, pass through land belonging to the Dean and Canons,
occupied by the Infirmary, part of an estate at Newton Heath, near the city of
Manchester, delineated in the plan thereunto annexed, and the Dean and Canons
and the Infirmary had presented separate petitions to the House of Commons,
praying to be heard by counsel before the committee to whom the said Bill
might be referred against the preamble of the said Bill, and against such of the
clauses and provisions thereof as affected injuriously their rights and interests,
and in support of the introduction of such other clauses and provisions as they
might consider necessary for their protection ; and reciting that the projected
railway would interfere with certain roads and footpaths within the said lands
under the jurisdiction of the Local Board, who had presented a petition praying
to be heard by counsel before the said committee against the preamble and
certain of the clauses of the said Bill ; and reciting that the Company were
desirous that the Local Board, the Dean and Canons, and the Infirmary should
relinquish their several oppositions to the said Bill, and the Company had
accordingly proposed to them that, provided they would withdraw their
oppositions, the Company would enter into an arrangement or agreement
therein-after expressed or contained, to which proposal they had severally and
respectively assented ; it is witnessed that for the considerations aforesaid, and
for and in consideration of the agreement of the Local Board, the Dean and Canons,
and the Infirmary therein-after contained, the Company did thereby undertake
and agree to and with the Local Board, the Dean and Canons, and the Infirmary
respectively, that if the said Bill should be passed into a law, and the Company
constructed the said projected railway, they would observe, perform, fulfil, and
abide by the stipulations and agreements therein-after contained ; that was to
say (inter alia,) (I.) Simultaneously with the construction of the said projected
railway, the Company should make or cause to be made, on land provided by the
said Dean and Canons, the new roads, each fourteen yards wide, shown on the
plan thereto annexed, from the point marked B to the point marked A, and
from the point marked B¹ to the point marked A¹, and such roads should be
respectively laid out, formed, sewered, paved, and flagged, with such levels and
gradients (except the levels and gradients of the bridge therein-after provided
for by clause 4, and marked No. 1 on the said plan), and with such paving,
flagging, and sewering, and fenced with such fencing, as should be fixed by the
surveyor of the Dean and Canons, and approved of by the Local Board ; and
the cost when and as approved of by the Dean and Canons, and when and as
ascertained, of laying out, forming, sewering, paving, flagging, and fencing as
aforesaid of such roads should be charged to the Dean and Canons against the
price of the lands taken from them by the Company. (II.) The Company and
the Dean and Canons respectively should, in substitution for the existing foot-
paths traversing the lands shown on the said plan, make and form the footpaths
following : (1.) The Company should, at their own expense, and on land to be pro-
vided by them, form and complete, to the reasonable satisfaction of the Local
Board, footpaths of nine feet in width in the directions and positions coloured black

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on the said plan. (2.) The Dean and Canons should, at their own expense, and on land to be provided by them, form and complete, to the reasonable satisfaction of the Local Board, footpaths of nine feet in width, in the directions and positions coloured red on the said plan. (III.) On the completion, to the reasonable satisfaction of the Local Board, of the said roads B to A, and B¹ to A¹ and of the said footpaths coloured black and red according to the stipulations therein-before contained, the whole of the several roads and footpaths coloured green on the said plan should be closed and stopped up, and the sites thereof should vest in the Dean and Canons, subject to the provisions of those presents, without any allowance for the same. (VII.) The Company should, if they constructed the projected railway, purchase from the Dean and Canons the land coloured brown on the said plan, and also whatever land might be required by the Company for the formation of the said projected railway, with the necessary slopes and cess between the points marked X and Y on the said plan (exclusive of buildings, which the Dean and Canons were to be entitled to remove at their own cost). (VIII.) The price to be paid by the Company to the Dean and Canons for the said land should, at the option of the Company, to be declared in writing within three calendar months from the date of the Royal Assent to the Bill, be a sum equal to twenty-two and a half years purchase of an annual ground rent of 4*d.* per superficial square yard, to include severance damage and any damage that might be sustained by reason of the execution of the works, or such price and severance or other damage should be ascertained by arbitration pursuant to the Lands Clauses Consolidation Acts; in either event such price should remain in the hands of the Company until the completion by them of the new roads, the cost of which was to be charged against such purchase money, and the receipt by the Company of a written notice from the Dean and Canons requiring payment thereof; such purchase money should carry interest at the rate of £4 per centum per annum, payable half-yearly from the date of the Company's taking possession of the land until paid. (IX.) The Company should leave open and unbuilt upon the portions of the said land coloured brown, represented on the said plan as street land, and, when and as required by the Dean and Canons, make, form, sewer, pave, and flag the same to the reasonable satisfaction of the Local Board. (XI.) And it was further witnessed that, in consideration of the agreements therein-before contained on the part of the said Company, the Local Board, the Dean and Canons, and the Infirmary did thereby respectively agree with the Company that they would withdraw their respective petitions against the said Bill, and generally would not oppose the passing of the same, or the making of the said projected railway: And whereas in pursuance of the said recited agreement the said respective petitions were withdrawn: And whereas the said Bill was passed into an Act (herein-after referred to as "the special Act"), having the short title the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act, 1873, and with it were incorporated the Lands Clauses Consolidation Acts, 1845, 1860, and 1869, and the Railways Clauses Consolidation Act, 1845, and also parts of the Railways Clauses Act, 1863, and of the Companies Clauses Act, 1863; and by section 5 of the said special Act the said loop line, Manchester, was authorised to be made and maintained by the said Company; and by section 29 of the said special Act

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A.D. 1878. the agreement set forth in the 1st Schedule to that Act (being the agreement herein-before in part recited) was thereby confirmed as in such schedule set forth, and the same was to be binding on the Company and the other parties thereto, and to be carried into effect accordingly, subject to the limitations therein made in respect to the subject of the 6th article of the said agreement: And whereas the Company determined to have the price for or in respect of the lands referred to in article 8 of the herein-before recited agreement ascertained by arbitration pursuant to the Lands Clauses Consolidation Acts; and the Company and the Dean and Canons arranged that for that purpose such lands should be divided or considered as divided into three distinct and separate portions; namely, first, the said plot delineated and coloured brown on the plan annexed to the said recited agreement, and also in like manner delineated and coloured brown on the plan annexed to these presents; 2ndly, the plot edged blue and marked "plot B" on the said plan annexed to these presents; and, 3rdly, the plot edged blue and marked "plot C" upon the same plan: And whereas by three separate and respective instruments in writing, each dated the twenty-sixth day of March 1877, and under the hand of the secretary of the Company, and the seal of the Dean and Canons, the Company and the Dean and Canons concurred in the appointment of James Platt Holden, of Manchester, land valuer, as a single arbitrator to settle and determine the respective amounts of purchase money and compensation to be paid by the Company for the purchase and taking by them of the said three several plots of land respectively, and also for the permanent damage and injury sustained and to be sustained by the Dean and Canons by reason of the severing of the same respective plots of land respectively from the other lands of the Dean and Canons, or by otherwise injuriously affecting such other lands by reason of the exercise of the powers of the before-mentioned Acts, or any of them: And whereas the said James Platt Holden, by three several and respective awards, each dated the eighteenth day of June 1877, found and determined that the Company should pay to the Dean and Canons, for and in respect of the respective values of the said three respective plots of land so to be taken as aforesaid, and for all damage to be sustained in each case by the Dean and Canons by the severing of the same respective plots of land respectively from the other lands of the Dean and Canons, or by the otherwise injuriously affecting such other lands by the exercise by the Company of the powers contained in the said Acts, or any of them, the respective sums following; namely, as to the plot coloured brown as aforesaid, the sum of £29,681 10s. 7½*d.*; as to the plot edged blue and marked plot B as aforesaid, the sum of £5,677 10s. 11½*d.*; and as to the plot edged blue and marked plot C as aforesaid, the sum of £5,123 6s. 10¼*d.*: And whereas the Company also agreed to purchase from the Dean and Canons, who agreed to sell to the Company, the land edged blue and marked plot A in the plan hereto annexed at the price of £12,097 12s. 10*d.*, being the sum ascertained and determined by James Platt Holden, nominated on behalf of the Dean and Canons, and Samuel Burgess, nominated on behalf of the Company, practical surveyors, pursuant to the Lands Clauses Consolidation Act, 1845; and the said price included compensation for the value of the land, and for all permanent damage to the remaining estate of the Dean and Canons occasioned by severance or otherwise by reason of the

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execution of the works authorised by the said special Act, but the mines and minerals and the buildings on the land were excepted, and the sale was without prejudice to the right of the Dean and Canons to the accommodation and other works and privileges specified in the agreement in the First Schedule to the said special Act, and in this agreement thereby referred to: And whereas the aforesaid price of £12,097*l.* 12*s.* 10*d.* has, in compliance with the direction of the Lands Clauses Consolidation Act, 1845, been determined by the valuation of two able practical surveyors, duly nominated for the purpose by the said Dean and Canons and the Company respectively, to be not less than the sum which ought to be paid by the Company for the purchase by them of the last-mentioned land, and for the damage to be sustained by the Dean and Canons by reason of the severing of the said land from their other lands, or otherwise injuriously affecting such lands by the exercise of the powers of the herein-before mentioned Acts, or any of them: And whereas the Company, and the Dean and Canons, and the Local Board have respectively agreed to such variations and additions of and to the said agreement in the 1st Schedule to the said special Act as are herein-after expressed and contained: Now these presents witness that the Company, and the Dean and Canons, and the Local Board respectively, for themselves respectively and their respective successors, and as to all respective matters herein-after by them respectively agreed to be done and observed, and not already done and observed, do hereby agree mutually and interchangeably in manner following; that is to say,

1. The intended road or street 14 yards wide, shown on the plan hereto annexed along and co-extensive with, and as to one half forming a continuous portion of plot A and plot B respectively, shall be laid out as and for a street 14 yards wide, as shown on the said plan (as to the one half) on the land purchased by the said Company portion of the said plots, and (as to the other half) upon the adjoining land of the said Dean and Canons; and such street shall, when and as required by notice in writing to the Company from the Dean and Canons, be made and formed into a street, and paved and flagged and sewered by and at the joint and equal expense of the Company and the Dean and Canons; and such street shall be laid out, formed, paved, flagged, and sewered, with such levels and gradients, and with such paving, flagging, and sewerage, and fenced with such fencing, as shall be reasonably approved by the surveyors of the Dean and Canons and the Local Board.

2. The intended street partly on the westerly side of the plot coloured brown, and partly on the easterly side of plot B, in the plan hereto annexed, and the intended street partly on the southerly side of the said plot B, and partly on the northerly side of the adjoining land of the Dean and Canons, shall not be made, and are hereby respectively agreed to be abandoned. As to the northerly portion of the plot coloured brown which was agreed to be left open as street land, such agreement is abandoned.

3. As a means of communication between the easterly end of the road on the northerly side of plot A and Oldham Road, the Company shall, at their own expense, and on land to be provided by them, make, form, pave, flag, and sewer a public street or road of 14 yards in width in the lines between the

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letters O and P, and P and X, as shown on the said plan; and such street shall be laid out, formed, paved, flagged, and sewered, with such levels and gradients, and with such paving, flagging, and sewerage, and fenced with such fencing, as shall be reasonably approved by the surveyors of the Dean and Canons and the Local Board; and as a consideration for providing such street or road, neither the Company nor the Dean and Canons shall be required to make the footpath by the herein-before recited agreement agreed to be made in the line L, M, N, marked on the said plan.

4. As a means of communication between the said intended public street or road in the line between the letters P and X on the said plan and the lands of the Dean and Canons lying to the east of such road, the Company shall, at their own expense, and on land to be provided by them, make, form, pave, flag, and sewer a public street or road of 14 yards in width, leading from the said last-mentioned road up to the said land of the Dean and Canons in the line between the letters W and Z on the said plan, and such street shall be laid out, formed, paved, flagged, and sewered with such levels and gradients, and with such paving, flagging, and sewerage, and fenced with such fencing, as shall be reasonably approved by the surveyors to the Dean and Canons and the Local Board.

5. The Company shall make, at the point in the said plot C marked Bridge No. 3 on the said plan, a bridge of 14 yards in width, instead of a bridge of 12 yards in width as provided by the said agreement, and they shall not be required to make any bridge at the point in the said plot C marked Bridge No. 2 in the said plan; and, as a consideration for abandoning the said last-mentioned bridge, the Company shall, out of their own moneys, lay out a sum of £2,000 in or towards paving, flagging, and sewerage the one half in width of the said street on the northerly side of plots A and B which is to be paved, flagged, and sewered by the Dean and Canons, and in making a main sewer between such street and Moston Brook in the direction and as shown on the said plan, and a main sewer from the intended street between the letters A and B on the said plan and Moston Brook in the direction and as shown on the said plan; and any sum which may be required in addition to the said sum of £2,000 for the purposes last aforesaid shall be provided by the Company, and charged by them against the moneys payable to the Dean and Canons, in terms of the said recited agreement, in the same manner as the moneys to be expended by them in the formation, paving, flagging, and sewerage the portion of the said last-mentioned street in terms of the said recited agreement as modified by these presents are to be charged.

6. The main sewers to be made by the Company in terms of the last article shall be made of such dimensions and materials, and at such depths, and with such levels, gradients, and outfalls, as shall be reasonably approved by the surveyors of the Dean and Canons and the Local Board.

7. Subject to the agreements herein-before contained, and to the herein-before mentioned arbitrations, and to the said recited agreement for the purchase of plot A, the herein-before recited articles of agreement are to remain in full force in all respects and to all intents and purposes whatsoever.

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8. The Company, and all companies and persons claiming through or under them, shall have the full and free right to use for all purposes whatsoever for ever hereafter the several roads, streets, and ways provided for in the said recited articles of agreement and in these presents.

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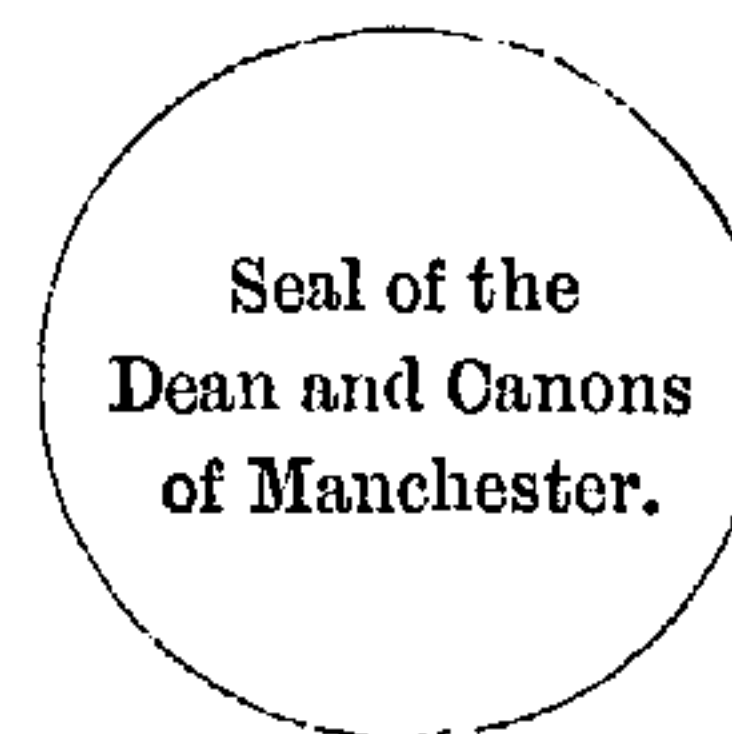
In witness whereof the said Company and the said Dean and Canons have hereunto affixed their respective common seals, and the said Local Board have hereunto affixed their common seal, and five of the members of the said Board have also set their hands, the day and year first before written.

Passed under the common seal of the
 Lancashire and Yorkshire Railway
 Company in the presence of
 DAVID HOLT,
 Assistant Secretary.

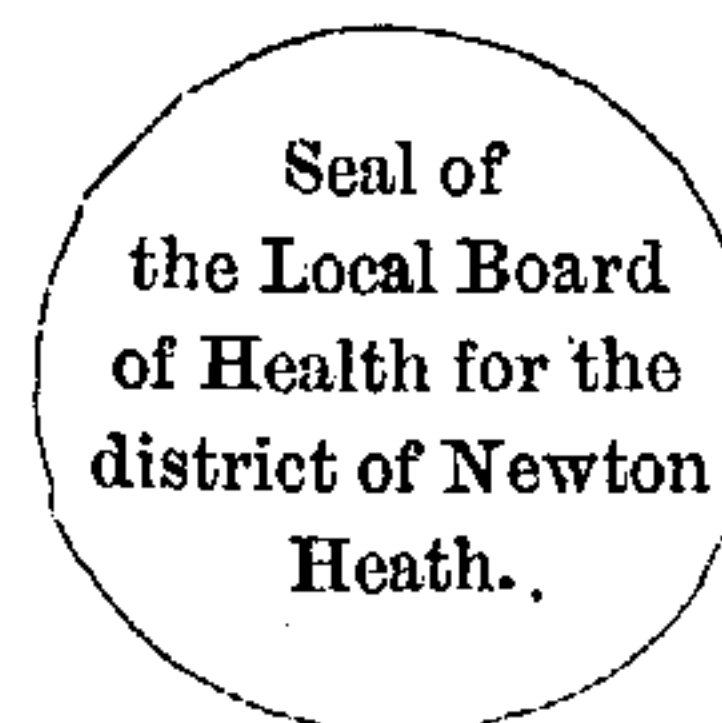


Sealed by the Dean and Canons of
 Manchester in the presence of
 WILLIAM ORFORD,
 Chapter Clerk.

B. M. COWIE, Dean.
 N. W. GIBSON,
 WM. CRANE,
 C. W. WOODHOUSE,
 Canons.



The common seal of the said Local
 Board was hereunto affixed, in pur-
 suance of a resolution passed by the
 said Board, by
 JOHN NIELD,
 Clerk to the Board.



ALEXANDER GRIMSHAW,
 PETER SPENCE,
 ROBERT LANCASHIRE,
 WILLIAM LOCKETT,
 E. M. DIXON,

Five of
 the Members
 of the said
 Local Board.

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