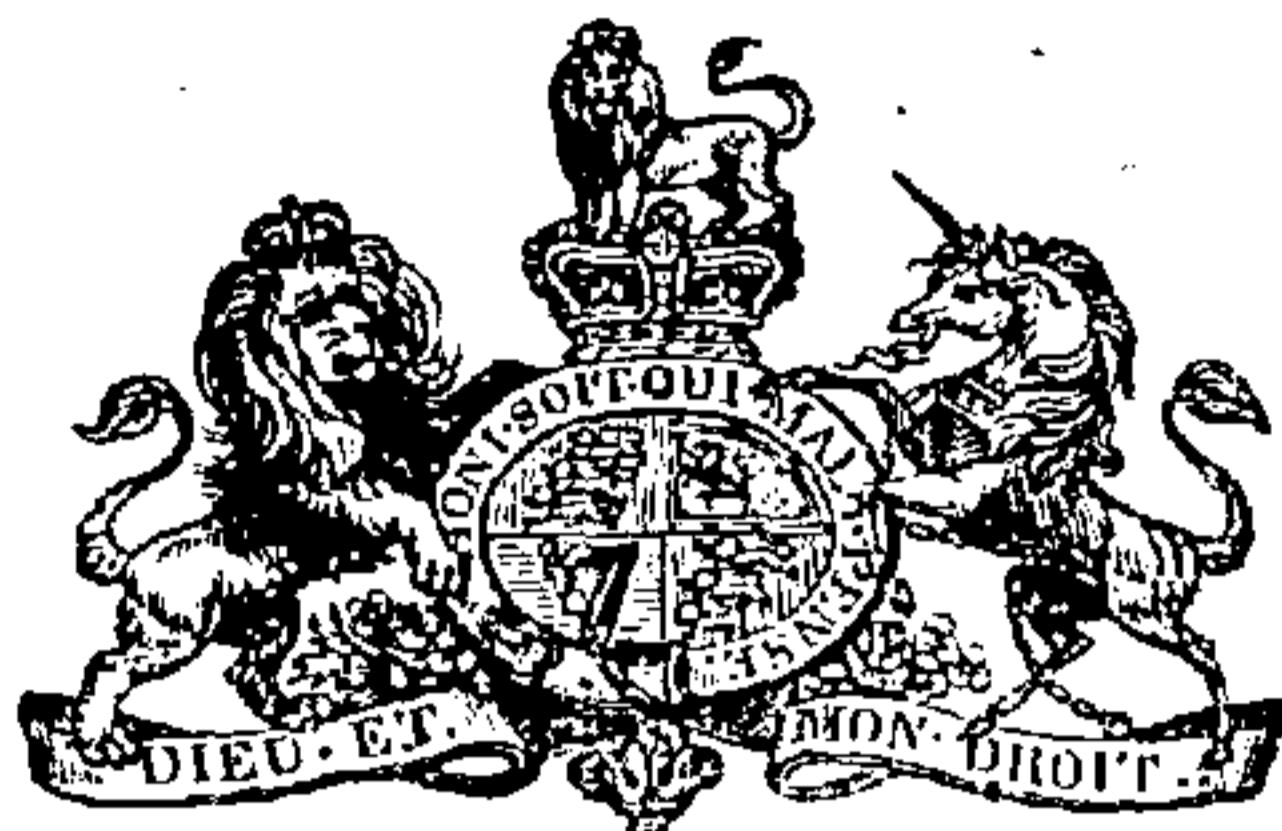


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CHAPTER CXXXV.

An Act for conferring further powers on the Lancashire and Yorkshire Railway Company with relation to their own undertaking and undertakings in which they are jointly interested and for other purposes. [18th July 1881.] A.D. 1881.

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

- To widen and improve certain portions of their railways;
- To abolish certain level crossings of their railways and otherwise to deal with certain roads and footpaths connected with their undertaking;
- 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 several agreements set forth in Parts 1 and 2 of the Second Schedule and also in the Third Schedule to this Act should be confirmed:

Whereas by an Act passed in the year 1846 the undertaking of the North Union Railway Company was vested jointly in the Grand Junction Railway Company (now the London and North-western Railway Company) and in the Manchester and Leeds Railway Company (now the Lancashire and Yorkshire Railway Company) in the proportions of sixty ninety-fourth parts in the Grand Junction Railway Company and thirty-four ninety-fourth parts in the Manchester and Leeds Railway Company: 9 & 10 Vict. c. CCXXXI.

And whereas the mortgage debt raised or authorised to be raised upon the security of the undertaking of the North Union Railway is £380,000:

And whereas by an Act passed in the year 1849 the undertakings of the Preston and Wyre Railway Harbour and Dock 12 & 13 Vict. c. LXXIV.

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A.D. 1881. Company were vested in the Lancashire and Yorkshire and London and North-western Railway Companies jointly in the proportions defined in the said Act namely two-thirds thereof in the Lancashire and Yorkshire Railway Company and one-third thereof in the London and North-western Railway Company :

And whereas the powers of raising money on mortgage of the undertaking of the Preston and Wyre Railway Company amount to £166,000 :

30 & 31 Vict.
c. xciv.

And whereas by an Act passed in the year 1867 the undertaking of the Fleetwood Preston and West Riding Junction Railway Company (herein-after called "the Fleetwood Company") which included the Preston and Longridge Railway was vested in the London and North-western and Lancashire and Yorkshire Railway Companies jointly and equally and the two companies were authorised by the 6th section of the same Act to have outstanding on mortgage of the said undertaking a sum not exceeding £50,000 :

And whereas the powers of borrowing and re-borrowing money on mortgage of the said three undertakings respectively can be exercised only jointly by the two companies and inasmuch as the two companies are responsible for the repayment of the principal secured and for the periodical payment of the interest secured by such mortgages it would contribute to the convenience of the two companies and it is expedient that they should be authorised to raise severally in their own names and on the security of their respective undertakings the amounts of money herein-before mentioned in such proportions and upon such conditions as are herein-after defined :

And whereas it is expedient that the Company should be enabled to erect hold furnish maintain and manage certain hotels and refreshment rooms in connexion with their railway and as part of their undertaking and that licensing bodies should be authorised to grant to the Company or their nominees such licenses as are herein-after described and that these powers should be extended to certain undertakings held jointly by the Company and the London and North-western Railway Company :

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 and other the general purposes of their undertaking :

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

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And whereas plans and sections showing the lines and levels of the 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 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:

A.D. 1881.

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:

1. This Act may be cited as the Lancashire and Yorkshire Railway Act 1881. Short title.

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—

Incorporation of general Acts.

The Lands Clauses Consolidation Acts 1845 1860 and 1869:

8 & 9 Vict. c. 18.
23 & 24 Vict.
c. 106.

The Railways Clauses Consolidation Act 1845; and

32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.
26 & 27 Vict. c. 92.

Part 1 of the Railways Clauses Act 1863 relating to the construction of a railway.

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):—

Extension of certain provisions of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118.

The distribution of the capital of the Company into shares;

to this Act.

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 shares into stock;

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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 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 and to the proprietors thereof.

Interpreta-
tion of
terms.

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.

Power to
widen and
improve
portions of
railway.

5. 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 and maintain the portions of their undertaking herein-after mentioned and lay down additional lines of railway thereon or in connexion therewith 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 widenings and improvements respectively sha for the purposes of toll and in all other respects be deemed part of the Lancashire and Yorkshire Railway.

The portions of the undertaking of the Company herein-before referred to and authorised to be widened and improved by this Act are :

Widening
at Sandhills.

A portion of the Company's Liverpool Crosby and Southport Railway wholly situate in the township of Kirkdale in the parish of Walton-on-the-Hill in Lancashire such widening and improvement commencing by a junction with the said railway about 240 yards measured along the same in a southerly direction from the centre of the bridge carrying Bank Hall

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Street over that railway and terminating at the junction of the same railway with the Company's North Docks branch ;
The Company's North Docks branch on both sides thereof such widening and improvement commencing at the junction of such branch railway with the Company's Liverpool Crosby and Southport Railway at Sandhills in the said township of Kirkdale and terminating in the township and parish of Liverpool in Lancashire on the westerly side of Regent Road
And the Company may with the consent of the Mersey Docks and Harbour Board but not otherwise convert the existing lifting bridge conveying the said North Docks branch over Regent Road aforesaid into a fixed bridge ;

A.D. 1881.
Widening
of North
Docks branch
Liverpool.

Provided that the Company shall not except by agreement with the Mersey Docks and Harbour Board acquire enter upon take or use any part of the lands of the said Board except those portions of such lands which are coloured pink on a plan dated the thirtieth day of April one thousand eight hundred and eighty-one and signed by Sturges Meek the engineer of the Company and George Fosbery Lyster the engineer of the said Board.

Provided also that notwithstanding anything in this Act contained it shall not be lawful for the Company to enter upon purchase take or use any of the lands and buildings belonging to the Cheshire Lines Committee except so much thereof as are coloured red on a plan signed by William George Scott on behalf of the Cheshire Lines Committee and William Hunt on behalf of the Company and which said lands so coloured on the said plan are part of certain lands shown on the deposited plans referred to in this Act and therein numbered 8 and 11 in the township of Kirkdale in the parish of Walton-on-the-Hill.

Certain lands
belonging to
Cheshire
Lines Com-
mittee.

A portion of the Company's railway commencing by a junction with the railway of the Company in the township and parish of Wigan in Lancashire at a point about 79 yards measured along the said last-mentioned railway in a south-easterly direction from the centre of the bridge carrying the said railway over Chapel Lane and terminating in the township of Ince-in-Makerfield in the same parish by a junction with the Company's railway at a point about 17 yards measured in a south-easterly direction along the same railway from the centre of the bridge carrying such railway over the Springs branch of the London and North-western Railway and the Company may make the bridge for carrying the railway when widened over the public road numbered 7 on the deposited plans in the township of Ince-in-Makerfield of not more than 13 feet 9 inches in height being the height of the existing bridge ;

Widening
at Wigan.

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A.D. 1881. — Provided that in exercising the powers hereby granted to the Company for the widening of their railway at Wigan the Company shall not prejudicially affect the powers conferred upon the Wigan Junction Railways Company for the making and maintaining of the "Railway A" authorised by the Wigan Junction Railways Act 1875.

38 & 39 Vict.
c. clxxxix.

Widening of
Farnworth
Tunnel.

A portion of the Company's Manchester and Bolton Railway (including the Halshaw Moor or Farnworth Tunnel) commencing in the township of Kearsley in the parish of Dean in Lancashire by a junction with the said railway about 137 yards measured along the same in a south-easterly direction from the south-easterly face of Halshaw Moor or Farnworth Tunnel and terminating in the township of Farnworth in the same parish by a junction with the same railway about 101 yards measured in a north-westerly direction along the same from the north-westerly end of the before-mentioned tunnel And the Company may enter into and carry into effect contracts or agreements with any landowner or landowners with respect to the acquisition of lands necessary for the construction of the said work or any matter incidental thereto and the agreement made the 26th day of April 1880 between the trustees of the late Jonathan Dorning of the one part and the Company of the other part and also the agreement made the 19th day of May 1880 between the trustees of Robert Lord and Joseph Lord and others of the first and second parts and the Company of the third part which agreements are set forth in the second part of the Second Schedule to this Act are hereby confirmed and made binding upon the parties thereto and the provisions thereof may and shall be carried into effect by the said parties thereto so far as they remain unexecuted and all acts and deeds already done or executed in pursuance of or in conformity with the said respective agreements are hereby confirmed.

Protection
of Ince
Local Board.

6. The following provisions for the protection and benefit of the Local Board for the district of Ince-in-Makerfield in the county of Lancaster (in this section called the Local Board) shall unless otherwise agreed between the Local Board and the Company have effect:

(1) The Company shall reconstruct the superstructure of the existing bridge carrying their railway over the road numbered 7 on the deposited plans in the township of Ince-in-Makerfield and construct the new bridges on each side of the existing bridge for carrying the widened railway over the said road according to such designs to be prepared by the Company's

- engineer as will afford in his opinion the maximum amount of headway underneath the bridges as can be obtained without altering the level of the existing rails of the Company;
- (2) The bridge shall be of the full width of the said road at the point of crossing and shall be so constructed and maintained as to prevent as far as practicable the dripping of water;
 - (3) The abutments and foundations of the widened bridges shall be carried to such a depth below the surface of the said road as shall be necessary to admit of the constructing laying down repairing and maintaining any sewers not exceeding four feet six inches in depth below the existing surface of the road and of gas or water mains or pipes not exceeding such depth which the Local Board are or may be authorised to construct lay down repair and maintain;
 - (4) The Company shall construct and maintain on both sides of the said bridge and for a distance of eight yards beyond each end a substantial parapet or close screen of not less than six feet in height above the rails on the bridge;
 - (5) The Company shall raise the said road under the existing bridge to such height as the Local Board shall require not exceeding two feet;
 - (6) The Company shall pave and drain the carriageway under the bridge and form flag kerb and channel a footpath on each side of the carriageway to the reasonable satisfaction in each case of the Local Board and on the completion of the said last-mentioned works the Local Board shall for ever afterwards maintain at their own cost the said carriageway and footpath;
 - (7) If in the execution of the works by this Act authorised or otherwise in relation thereto it be necessary to interrupt or interfere with any existing sewer or drain of the Local Board the Company shall before interrupting or interfering with such sewer or drain construct according to a plan to be approved of by the Local Board another sewer or drain in lieu thereof and of equal capacity with the sewer or drain which may be interrupted or interfered with and such sewer or drain or substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be interrupted or interfered with and in such manner as shall be reasonably approved of by the Local Board;
 - (8) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive shall apply to the gas and water mains and pipes of the Local Board and whenever in those sections the words "Company" or "Society" are

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used the same shall for all the purposes of this Act be held to extend to and include the Local Board.

Easement
over certain
lands of
North Union
Railway
Company.

7. The Company shall acquire an easement only in so much only of the lands and property shown on the deposited plans for the widening (Wigan to Ince) belonging to the proprietors of the North Union Railway being numbered 3 4 14 and 15 in the township of Wigan and in so much only of the land numbered 6 in the same township as lies southward of the Lancashire and Yorkshire Railway as shall be necessary for effecting and maintaining such widening but only for two additional lines of railway the amount to be paid for such easement to be in case of difference ascertained in the manner prescribed by sub-section 9 of the next succeeding section of this Act.

Protection
of London
and North-
western
Railway
Company.

8. The provisions contained in this section shall unless otherwise agreed between the Company and the London and North-western Railway Company (in this section referred to as "the North-western Company") apply to works affecting the railway lands and property belonging to used or occupied by the North-western Company :

- (1) All such works for effecting the widening (Wigan to Ince) over the Springs Branch Railway of the North-western Company shall be executed under the superintendence and to the reasonable satisfaction in all respects of the principal engineer of that company and at the expense in all things of the Company and the Company shall so construct such works where they will so cross that railway by such means and in such manner only as not to interfere with the free uninterrupted and safe user of that railway and so as to leave undisturbed all the existing lines thereof at the point where it is to be so crossed and the bridge for such widening shall have a clear span between the abutments of not less than forty-eight feet measured on the square and with a clear headway throughout above the level of the rails of the railway so to be crossed of not less than fourteen feet six inches and so as to admit of that railway being widened at such crossing by not exceeding two additional lines of railway ;
- (2) In the event of the Company finding it necessary or desirable for effecting such widening to take down the existing bridge so as to build a new bridge they may do so but such new bridge shall have a clear span and a clear headway not less than the span and headway mentioned in sub-section 1 ;
- (3) The Company shall at all times maintain the bridge arches girders or other works for the purpose of effecting such widening (whether by a new bridge or by widening the existing bridge)

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in substantial repair and good order and condition to the reasonable satisfaction in all respects of such principal engineer and if and whenever the Company fail so to do the North-western Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as they may reasonably think requisite in that behalf and the sum from time to time certified by such engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment the amount due may be recovered from the Company with full costs by all and the same means as a simple contract debt may be recoverable ;

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- (4) The bridge (whether constructed anew or widened) and the arches girders or other works for effecting such widening and all works and conveniences connected therewith respectively and the maintenance thereof shall be made and done only according to plans elevations sections and specifications to be submitted by the Company to such principal engineer and to be reasonably approved by him in writing under his hand before any of those works are begun and under his superintendence but in all things at the expense of the Company provided always that such plans elevations sections and specifications shall be approved or disapproved within one month after the same shall have been submitted to such engineer and if any difference shall arise between such engineer and the engineer of the Company the same shall be determined by an arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either party ;
- (5) The Company shall not without in every case the previous consent of the North-western Company in writing under their common seal take use enter upon or interfere with any of the lands from time to time belonging to or in the possession or under the power of that company except only such parts of such lands as it shall be necessary for the Company to take use enter upon or interfere with for effecting and maintaining such widening in accordance with the provisions contained in this enactment ;
- (6) The Company shall not in the execution of the works for or in connexion with such widening in any manner obstruct or interfere with the free uninterrupted and safe user of the said Springs Branch Railway or the passage of the traffic thereon and when such works are commenced they shall be proceeded with and completed with all due despatch ;

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- (7) The Company shall bear and on demand pay to the North-western Company the expense of the employment by that company during the execution of the works for or in connexion with such widening of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching their railway and works with reference to and during the execution of such widening whether by a new bridge or widening the existing bridge and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employ of the Company or of their contractors with referencè thereto or otherwise ;
- (8) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any persons in the employ of the Company or of their contractors or otherwise the said Springs Branch Railway or any of the works thereof or connected therewith or any of the passenger or other traffic passing along the same shall be injured or damaged such injury or damage shall forthwith be made good by the Company at their own expense or in the event of their failing so to do then the North-western Company may make good the same and recover from the Company in manner aforesaid the expense thereof with full costs and if any interruption shall be occasioned to the traffic on such railway by reason of any of the matters or causes aforesaid the Company shall on demand pay to that company all costs and expenses to which they may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be respectively recoverable with full costs from the Company in manner aforesaid ;
- (9) With respect to any lands of the North-western Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but they may purchase and take and that company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same the amount to be paid for any such easement shall in case of difference be ascertained in the manner provided by the Lands Clauses Consolidation Act 1845 or any Acts amending that

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Act with respect to the purchase of lands otherwise than by agreement. A.D. 1881.

9. 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 intended to be taken compulsorily under the powers of this Act and which shall be so taken and in addition to any other lands which they are by this Act authorised to acquire may enter upon and 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 Consolidation Act 1845 to all parties injuriously affected by the exercise of the powers contained in this section.

Power to construct additional works.

The works and powers herein-before referred to are as follows :

(a) The Company may execute the following works and exercise the following powers at Shawforth in the township of Spotland in the parish of Rochdale in Lancashire :

Road and footpaths at Shawforth.

They may construct a new road from Knot Hill Lane commencing by a junction with such lane at a point about 6 yards measured in a northerly direction from the south-easterly fence of a certain field belonging or reputed to belong to John Howarth and in the occupation of the mayor aldermen and burgesses of the borough of Rochdale and terminating at a point about 31 yards from its point of commencement and at a distance of 10 yards from the south-easterly fence of the said field ;

They may stop up and extinguish all rights of way over and appropriate for the purposes of the Company the site and soil of so much of a certain footpath leading from Knot Hill to the turnpike road leading from Rochdale to Burnley as lies between the junction of the said footpath with the said turnpike road and the wicket gate at the westerly boundary of the Company's property ;

They may stop up and extinguish all rights of way over and appropriate for the purposes of the Company the site and soil of so much of Knot Hill Street as extends from a point in that street about 16 yards measured on the westerly side

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thereof from its junction with Quarry Street to a point about 53 yards measured along the northerly side of Knot Hill Street from its junction with the turnpike road leading from Rochdale to Burnley;

They may alter the levels of Quarry Street by lowering the same from a point commencing in that street at its junction with the said turnpike road and terminating at the junction of Quarry Street aforesaid with Old Lane or Knot Hill Lane;

They may enter upon and take compulsorily or by agreement certain lands shown on the deposited plans and described in the deposited books of reference bounded on the westerly side by the Company's railway now in course of construction from Facit to Bacup and on the easterly side by the said turnpike road which said lands are intersected by the foot-path before referred to leading from Knot Hill to the said turnpike road.

Widening
bridge at
Haslingden.

(b) The Company may widen on the westerly side the bridge carrying the East Lancashire section of the Company's railway in the township of Haslingden in the parish of Whalley in Lancashire over the road known as Graine Road leading from Haslingden Graine to Haslingden and they may make the bridge carrying the railway over the said road of not more than 15 feet in height being the height of the existing bridge.

Widening
bridge at
Bradford.

(c) The Company may widen on the easterly side the bridge carrying the Company's railway in the township of Bowling in the parish of Bradford in the West Riding of the county of York over Mill Lane and partly over Conway Street And the Company and the Great Northern Railway Company may enter into and fulfil agreements with respect to the portion of railway lying between the junction of the Great Northern Railway with the Company's railway at Mill Lane and the Passenger Station at Bradford and with respect to the construction maintenance use and appropriation of existing or additional lines of railway stations lands works and conveniences by the two companies jointly or severally at Bradford and with respect to any matters incidental thereto.

Widening
bridge at
Brighouse.

(d) The Company may widen on the northerly and southerly sides the bridge carrying the road formerly the Bradford and Huddersfield turnpike road over the Company's railway at or near the Brighouse Station in the township of Rastrick in the parish of Halifax in the West Riding of the county of York.

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(e) The Company may execute the following works and may exercise the following powers at Chorley in the township and parish of Chorley in Lancashire : A.D. 1881.
—
Works at
Chorley.

They may widen on both sides the bridge carrying Lyons Lane over the Bolton and Preston section of the North Union Railway and in connexion therewith may widen and improve on both sides thereof Lyons Lane aforesaid at the point where it now crosses and will cross the said railway when widened ;

They may widen on both sides the bridge carrying the said Bolton and Preston section of the North Union Railway over Brunswick Street and they may make the span of the bridge for carrying the said railway when widened over the said street not more than 17 feet in width and the height of the said bridge not more than 9 feet 3 inches being respectively the minimum span and height of the existing bridge and the Company when and as they may think fit may pull down and remove the whole or any portion of the bridges proposed to be widened as aforesaid ;

They may enter upon and take compulsorily or by agreement certain lands shown on the deposited plans and described in the deposited books of reference bounded on the east by the Company's mineral yard and on the south by Chapel Street And also certain other lands bounded on the west by the Bolton and Preston section of the North Union Railway and intersected at or near the northerly end thereof by Brunswick Street ;

The surface of the roads affected by the proposed works shall be maintained and repaired by the same road authority or authorities of the district as is or are now liable to maintain and repair the existing roads.

(f) The Company shall abolish the crossing of their railway on the level by the footpath leading from Ladies Lane to the Deep Pit Colliery of the Wigan Coal and Iron Company Limited in the township of Hindley in the parish of Wigan in Lancashire and shall construct and completely finish within twelve calendar months from the passing of this Act for the use of the public using the said footpath a bridge over the said railway and sidings as now existing or which may at any time hereafter be placed within the limits of deviation shown on the deposited plans of not less than six feet wide and unless otherwise agreed between the Company and the Local Board for the district of Hindley shall construct slopes or approaches Footpath
Hindley.

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to such bridge of a gradient not steeper than one in ten on the north side and one in six on the south side thereof The said bridge slopes and approaches thereto and footpath on the said bridge and approaches shall be constructed and afterwards maintained at all times and in all respects kept in complete repair by the Company to the reasonable satisfaction of the said Local Board and when the said bridge slopes and approaches hereby authorised are completed and opened to the public the crossing of the railway on the level by means of the existing footpath shall be abolished and the site and soil of the existing footpath between the fences of the Company so far as the same does not already belong to them shall be and are hereby vested in the Company and all rights of way in and over the same shall be and are hereby extinguished.

Works at
Smithy
Bridge near
Rochdale.

(g) The Company may execute the following works and exercise the following powers at Smithy Bridge near Rochdale in the township of Butterworth in the parish of Rochdale in Lancashire :

They may abolish the level crossing for foot passengers at their Smithy Bridge Station and in the stead of the said level crossing may construct a footpath by means of a subway commencing by a junction with Smithy Brow at a point about 18 yards measured along Smithy Brow aforesaid in a westerly direction from the centre of the Company's main line of railway at the level crossing aforesaid and terminating by a junction with Smithy Lane at a point about 26 yards measured along such lane in an easterly direction from the centre of the Company's main line at the said level crossing ;

They may construct another footpath by means of a subway across Smithy Lane aforesaid and on the easterly side of their railway extending from a point measured along Smithy Lane aforesaid 6 yards from the centre of the Company's main line of railway to a point about 6 yards from the north-westerly corner of the Company's Smithy Bridge Station measured in a northerly direction ;

They may widen on both sides the bridge carrying their railway over the road leading from the Rochdale Canal to Small Bridge and the Company when and as they may think fit may pull down and remove the whole or any part of the said bridge proposed to be widened as aforesaid and may enter upon and take by compulsion or agreement certain lands shown and described as aforesaid bounded on the easterly side by the said Rochdale Canal on the westerly side

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by the Company's railway and which said lands are intersected by the said road leading as aforesaid from the said Rochdale Canal to Small Bridge and also by the railway of the Company ;

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The new footpaths or subways herein-before mentioned 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 road and footpath.

(h) The Company may abolish the crossing of their railways on the level by a public footpath at Stubbins in the township of Tottington Higher End in the parish of Bury in Lancashire the said footpath leading from Stubbins to the turnpike road from Ramsbottom to Edenfield and the Company may construct in the said township a new or substituted footpath by means of a subway underneath their railways commencing in the existing footpath at or near the western fence of the Company's land and terminating in the same footway at or near the eastern fence of the Company's land and after the completion of the said substituted footpath all rights of way over the Company's railways and property along the existing footpath shall be abolished and the site and soil thereof between the fences of the Company so far as the same do not already belong to them shall be vested in the Company.

Footpath at
Stubbins.

10. 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 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.

Powers of
deviation
in roads.

11. The Company may stop up and extinguish all rights of way (if any) in or over so much of the land in the township parish and city of Manchester formerly used as a road or street and known as Mill Hill and leading from Long Millgate to Gibraltar as extends from the southerly side of the Company's viaduct crossing over the said road to the point where such road forms a junction with Long Millgate.

Stopping up
Mill Hill
Road at
Manchester.

12. The Company shall pay to John Thomas Sawyer full compensation for any injury to the lands buildings and hereditaments belonging to him and situate in Gibraltar in the city of Manchester

Protection
of Mr.
Sawyer.

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A.D. 1881. by stopping up Mill Hill such compensation to be ascertained in case the parties differ under the provisions of "the Lands Clauses Act" as to taking land otherwise than by agreement.

Protection
of Bradford
Corporation.

13. The Company shall not interfere with any of the gas or water mains or pipes or sewerage works of the mayor aldermen and burgesses of the borough of Bradford herein called the corporation, or proceed with the widening of the bridge over Mill Lane except in accordance with a plan to be mutually agreed upon between the Company and the corporation or failing agreement as shall be determined by some engineer to be appointed by the Board of Trade who shall have power to determine by whom and in what proportions the cost of such reference shall be paid and if the Company shall wilfully do any act in contravention of this provision whereby the gas or water mains or pipes or the sewerage works of the corporation shall be interfered with or shall proceed with the widening of the said bridge otherwise than as aforesaid they shall for every such offence be liable to a penalty not exceeding ten pounds and a like penalty for every day during which such offence shall continue such penalty to be recoverable in a summary way before any two justices of the said borough.

Stopping
up footpath
at Nova
Scotia
Blackburn.

14. The Company may stop up and extinguish all rights of way (if any) in or over so much of certain lands at Nova Scotia in the township borough and parish of Blackburn in Lancashire and now or formerly used as a footpath leading from Back Union Street to Bolton Road as passes through or intersects the Company's premises.

Construction
of certain
portion of
roads at
Ardwick not
obligatory.

15. Notwithstanding anything contained in the 32nd section of the Ashton Staleybridge and Liverpool Junction Railway Act 1845 (8 and 9 Vict., cap. 109) with respect to the construction of certain roads and works therein mentioned the Company shall not be required to construct so much of a certain road or roads partly on one side of the Company's Ardwick Branch Railway and partly on both sides thereof as was intended to extend from a point about 32 yards east of Tempest Street to Ashton Old Road in the township of Ardwick in the parish and city of Manchester.

Power to
purchase
additional
lands.

16. 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 and may hold for the improvement and enlargement of their railways stations and works and for the construction of new stations buildings and sidings and other the purposes of their undertaking the lands herein-after described which

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are delineated upon the deposited plans and described in the deposited books of reference (that is to say):

Certain lands in the township of Hindley in the parish of Wigan in Lancashire bounded on the northerly side thereof by the Company's railway and on the eastern side by the Ladies' Lane Colliery and sidings of the Wigan Coal and Iron Company Limited;

Certain lands in the township of Lower Booths in the parish of Whalley in Lancashire bounded on the southerly side thereof by the Company's Bacup Branch Railway at or near the Rawtenstall Station and on the easterly side by the Burnley and Edenfield turnpike road;

Certain lands situate in the township of Newton in the parish of Manchester in Lancashire bounded on the southerly side by the Company's railway on the westerly side by Thorpe's Road and on the easterly side by Dean's Lane;

Certain lands in the township of Hellifield in the parish of Long Preston in the West Riding of the county of York bounded on the northerly side by land and works of the Midland Railway Company on the westerly side by land and works of the Company and intersected by the Hellifield Beck;

Certain lands situate in the township of Hapton in the parish of Whalley in Lancashire bounded on the southerly side thereof by the railway and works of the Company at Hapton Station and on the easterly side by the public road leading from Hapton Hall to Padiham Green;

Certain other lands situate in the same township parish and county bounded on the northerly side thereof by the railway and works of the Company at the same Hapton Station and on the easterly side by the said public road;

Certain other lands situate in the same township parish and county bounded on the southerly and westerly side by the goods yard works and property of the Company at Hapton Station and intersected near the easterly end of such lands by the Spaw Brook;

Certain lands at or near the Company's Daisy Field Station in the township parish and borough of Blackburn in Lancashire situate on the north-westerly side of the East Lancashire section of the Company's railway and bounded on the south-westerly side by the Company's Blackburn and Clitheroe line and on the easterly side by the road or way leading from Moss Street to Stanley Street;.

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Certain lands situate in the township of Great Lever in the parish of Middleton in Lancashire bounded on the south-westerly side by the Company's railway and at the eastern end by Lever Edge Lane;

Certain lands in the township of Salford in the parish of Manchester in Lancashire situate on the northern side of Hope Street and bounded on the west by the Company's Hope Street goods and mineral yard on the north by the railway of the Company and on the east by Brotherton's Mill;

Certain lands partly in the township of Bowling and partly in the township of Bradford both in the parish of Bradford in the West Riding of the county of York bounded on the north by Chandos Street and on the west by Edward Street;

Certain other lands wholly situate in the said township of Bradford bounded on the south by York Street on the east by Bridge Street and on the north and west by lands and property of the Company;

Also certain other lands wholly situate in the said township of Bradford bounded on the south-west by Bridge Street and on the north-west and north by lands and property of the Company;

Certain lands wholly situate in the township of Halifax in the parish of Halifax in the West Riding of the county of York bounded on the north north-east and south by the railway or lands of the Company and on the west by an imaginary line drawn from the lands of the Company on the north and thence in a southerly direction to the point where such lands abut upon the goods yard and premises of the Company and comprising Naylor's Buildings and the west side of Lilly Fold being a portion of the lands houses and buildings referred to in the 22nd section of the Lancashire and Yorkshire Railway Act 1875 and shown upon the plans deposited at the offices of the clerk of the peace for the West Riding of Yorkshire in the month of November 1874 with respect to the said Act and when the Company have acquired the lands and houses on both sides thereof they may stop up and appropriate to their own purposes the sites and soil of such streets roads and footpaths as are included within the limits of the lands shown on the said deposited plans and all rights of way in or over the same shall be and the same are thenceforth hereby extinguished.

38 & 39 Vict.
c. cxxxv.

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17. The powers granted to the Company by the 25th section of the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act 1873 to purchase certain lands in the township and parish of Blackburn in Lancashire for the purpose of constructing a new street or road commencing in Hamilton Street and terminating in Queen Elizabeth Street both in the said township and parish are hereby revived and may be exercised by the Company until the first day of August one thousand eight hundred and eighty-two and an agreement made on the 15th day of June 1880 between the London and North-western Railway Company of the one part and the Company of the other part with respect to the said new street or road and with respect to the ownership or use of any lands acquired or to be acquired at Blackburn by the said companies or either of them and with respect to station and railway accommodation is hereby confirmed as the same is set forth in the Third Schedule to this Act and the Company on the one part and any landowner and the mayor aldermen and burgesses of the borough of Blackburn and the London and North-western Railway Company or any or either of them on the other part may enter into and fulfil contracts with relation to the said matters.

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Reviving powers to purchase certain lands at Blackburn.
36 & 37 Vict. c. clxxix.

18. The agreement set forth in Part I. of the Second Schedule to this Act between the Cleckheaton Local Board and the Company is hereby confirmed and made binding upon the parties thereto and in pursuance thereof all rights of way in and over the railway and lands of the Company at the spot defined in the said agreement are hereby extinguished.

Confirmation of agreement with Cleckheaton Local Board.

19. The Company on the one part and the mayor aldermen and citizens of the city of Manchester and the Local Board of Health for the district of Newton Heath or either of those bodies on the other part may enter into and fulfil agreements with respect to the conversion into a girder bridge of so much of the bridge carrying the railway of the Company over Lamb Lane in Newton Heath as now consists of an arch or arches and with respect to the cost of such conversion and any matters incidental thereto.

Bridge at Newton Heath.

20. In constructing the works by this Act authorised affecting the mayor aldermen and citizens of the city of Liverpool hereinafter called "the corporation" the Company shall conform to and observe the following provisions regulations and restrictions unless otherwise agreed between the Company and the corporation :

Protection of Corporation of Liverpool.

- (1) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall apply to the water mains and pipes of the corporation within the

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Liverpool and Chorley districts of water supply of the corporation and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the corporation;

- (2) Wherever the water mains or pipes of the corporation shall be severed or interfered with by the works authorised by this Act and wherever it is necessary for maintaining the supply of water to lay additional water mains or pipes such additional water mains or pipes shall previous to the severance or interference be laid by the corporation at the expense of the Company;
- (3) If by reason of the execution 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;
- (4) Whenever by the appropriation or destruction of property under this Act authorised any water mains or pipes laid for the supply of such property except pipes inside such property shall be rendered unnecessary the Company shall pay the corporation the cost of laying an equivalent length of water main or pipe and the cost of the works required for the discontinuation of such water mains or pipes rendered unnecessary as shall be estimated by the water engineer and the water mains and pipes so rendered unnecessary shall be the property of the Company;
- (5) The bridges carrying the railway over the under-mentioned streets in the city of Liverpool shall be constructed with flat girders each girder to have a clear span without intermediate support for the full width of such streets and the footways thereof and with the same headway from the surface of the carriageway to the under side of the girders as at present exists for the full extent of the roadway and footways (namely):
Fulton Street, Great Howard Street, Boundary Street, Grundy Street, Errington Street, Holme Street and Sandhills Lane;
The parapet walls of the bridges on the westerly side shall not be less than seven feet in height measured from the level of the rails;
- (6) The said bridges shall as far as practicable be made and maintained watertight and free from droppings of water upon the roadway or footways below;
- (7) The Company shall provide and maintain in each of the said streets affected by the proposed widening of the bridges

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for the full extent of the widened portion such additional lamps as shall be approved by the corporation each burner to burn not less than five cubic feet of gas per hour The Company shall keep the same lighted with gas continuously day and night during the whole of the months of January, February November and December in every year ;

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- (8) Whenever it may be necessary to intercept or interfere with any existing sewer or drain before intercepting or interfering with such existing sewer or drain another sewer or drain shall be constructed in lieu thereof at the expense of the Company in accordance with plans to be prepared by the city engineer ;
- (9) If by reason of the execution of any of the powers of this Act any increased length of sewers or drains shall become necessary or any modification or alteration in the same due to the widening of the railway the same shall be constructed or modified at the expense of the Company in accordance with plans to be prepared by the city engineer ;
- (10) If by reason of the execution of any of the powers of this Act the corporation shall at any time necessarily incur any cost in altering any existing sewer or drain the Company shall repay to the corporation such additional cost and the same may be recovered in default of payment in any court of competent jurisdiction ;
- (11) Before obstructing or breaking up any street or road in the city in order to carry out the powers of this Act the Company shall give to the corporation seven days notice in writing and the works affecting such street or road shall be done (under the superintendence of the city engineer) by the Company to the reasonable satisfaction of the corporation ;
- (12) The Company shall not without the consent of the corporation signified in writing under the hand of the town clerk temporarily close any street road passage or place or construct any works or perform any operations which may obstruct the traffic along such street road passage or place ;
- (13) In all cases where streets roads passages or places are temporarily diverted by the Company with the consent of the corporation the Company shall provide accommodation for the traffic and access to houses and other places with proper fences and lights to the reasonable satisfaction of the corporation ;
- (14) Where the surface of any street road passage or place has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act

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authorised with the consent aforesaid the Company shall well and sufficiently and to the reasonable satisfaction of the corporation restore the surface so interfered with or disturbed and so much of the surface of any other street court passage or place adjoining such street as aforesaid as it shall be rendered necessary to alter by such interference and shall maintain in efficient repair the said surface for twelve months to the like satisfaction ;

(15) Before the Company shall obstruct or interfere with any existing passage to or from any dwelling-house or other building which the Company shall not have acquired they shall provide and complete to the reasonable satisfaction of the corporation a new passage to or from such dwelling-house or building and so that every such new or altered passage in lieu of a passage open at both ends shall communicate with a public street at both ends thereof ;

(16) In any case where any house or other building intended to remain standing shall be severed by the Company the Company shall to the reasonable satisfaction of the corporation build up or repair such house or building so as to prevent unsightly appearances ;

(17) The Company shall enclose with walls or suitable fencing any lands which may in the opinion of the corporation become necessary by the execution of the works in order to fence off the same respectively from the streets adjoining such walls or suitable fencing to be built of such height as the corporation shall require and in all other respects to the satisfaction of the corporation ;

(18) Notwithstanding the provisions of the Railways Clauses Acts the Company shall not without the consent of the corporation deviate from the lines and levels shown on the deposited plans and sections so as to decrease the headway under the arches or bridges or to alter the levels of the respective roads crossed by such arches or bridges ;

(19) The Company shall not without the consent of the corporation signified in writing under the hand of the town clerk convert the existing lifting bridge carrying the railway over Regent Road into a fixed bridge.

Protection
of Leeds
and Liver-
pool Canal
Company.

21. For the protection of the Company of Proprietors of the Canal Navigation from Leeds to Liverpool (hereafter in this Act called the Leeds and Liverpool Canal Company) the following provisions shall (unless otherwise agreed between the Leeds and Liverpool Canal Company and the Company) have effect (to wit) :

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- (a) The widenings of the Liverpool Crosby and Southport Railway in the parish of Walton-on-the-Hill and of the Wigan to Ince Railway in the parish of Wigan respectively authorised by this Act shall be carried across the canal and towing-path works and lands of the Leeds and Liverpool Canal Company within such limits of deviations respectively as are shown on the deposited plans and (unless with the consent of the Leeds and Liverpool Canal Company under their common seal) not elsewhere ;
- (b) The Company shall not otherwise than by agreement purchase or take any land of the Leeds and Liverpool Canal Company but the Company may purchase and take and the Leeds and Liverpool Canal Company may and shall sell and grant accordingly easements or rights of using the land required for the construction of such widenings ;
- (c) The Company shall construct the widenings and works by this Act authorised over the canal and towing-path of the Leeds and Liverpool Canal Company so as to give sufficient light for the traffic thereon to the reasonable satisfaction of the engineer for the time being of the Leeds and Liverpool Canal Company either by leaving openings in the said widenings and works or by supplying gas lights And the Company shall also supply sufficient light by one of the modes before mentioned and to such satisfaction as aforesaid in those parts of the canal and towing-path of the Leeds and Liverpool Canal Company which adjoin the said widenings and works and before the passing of this Act were covered by the railway and works of the Company ;
- (d) Nothing herein contained shall prevent the Company from entering upon the lands and works of the Leeds and Liverpool Canal Company when and for such periods as may be necessary for the fulfilment of the Company's obligations under this section ;
- (e) The said widenings of railways shall be carried over the canal and towing-path of the Leeds and Liverpool Canal Company and any approaches thereto by means of good and substantial bridges of brick stone wood or iron to be constructed by the Company at their own expense ;
- (f) Each of such bridges shall be constructed with perpendicular foundation walls and its opening or span shall be sufficient to span or cover the whole width of the canal and towing-path of the Leeds and Liverpool Canal Company and the clear height of the underside of the arch or (as the case may be) beams or

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girders of each such bridge above the top-water level of the canal shall throughout the whole breadth of the span be not less than the present height of the existing bridges ;

- (g) The space between the piers of such bridge (except so much thereof as the towing-path will occupy) shall at all times after the completion of the bridge (except during necessary repairs or reconstruction) be left and preserved an open and uninterrupted navigable waterway ;
- (h) The Company shall at their own expense maintain the bridges and the works thereof of the height and width aforesaid and in perfect repair at all times ;
- (i) In constructing the said widening in the parish of Wigan by this Act authorised over so much of the River Douglas and the feeder or conduit belonging to the Leeds and Liverpool Canal Company and conveying the waters of the River Douglas to their canal as is not already covered over the Company may purchase and take and the Leeds and Liverpool Canal Company may and shall sell and grant accordingly an easement or right over so much of the said river and feeder or conduit provided that the Company shall not do or omit any act so as to diminish or interfere with the waterway of the said river and feeder or conduit or the level or flow of water therein respectively and any embankment or other work which the Company may construct over the said feeder or conduit shall be carried over it by means of an arch or culvert not less than seven feet in height and four feet in width and the engineer or other officer for the time being of the Leeds and Liverpool Canal Company shall at all times have the right of access to such arch or culvert for the purpose of cleansing scouring and regulating the flow of water in the same ;
- (k) If and whenever the height of the bridges or works shall by subsidence of the ground be lowered below the height hereinbefore prescribed the Company shall at their own expense restore the same to that height as soon as reasonably may be ;
- (l) The Company shall make good all damage that may be occasioned to the works or property of the Leeds and Liverpool 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 Leeds and Liverpool Canal Company the Company neglect to proceed with due diligence to make good such damage

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the Leeds and Liverpool 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 ;

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- (m) If and whenever by any act or omission of the Company any part of the canal or towing-path or basin shall be obstructed or rendered dangerous to boats barges or other vessels navigating or using the canal the Company shall pay to the Leeds and Liverpool Canal Company as or by way of ascertained damages the sum of one hundred pounds for every day during which the obstruction or danger shall continue and so in proportion for any less time than a day ;
- (n) Provided that nothing in this Act contained shall prevent the Leeds and Liverpool 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 Leeds and Liverpool Canal Company or such owner by reason of the stoppage or hindrance of the traffic upon the canal in consequence of the works to be executed by the Company or by the Leeds and Liverpool Canal Company for the Company under the provisions herein-before contained or by reason of any water oozing or escaping from the canal or any such subsidence as aforesaid or on account of any other act or omission of the Company ;
- (o) If and whenever any damages or other sums payable by the Company to the Leeds and Liverpool Canal Company or any such owners as aforesaid are not paid on demand made on the secretary or clerk of the Company the same may together with costs of suit be recovered against the Company in any court of competent jurisdiction ;
- (p) All questions and differences which may at any time arise between the Company and the Leeds and Liverpool Canal Company as to the construction or effect of sub-sections (a) (c) (d) (e) (f) (g) (h) or (i) 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 Leeds and Liverpool 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 and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference and the costs of the arbitration shall be in his discretion ;

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(q) Except as is by this Act otherwise expressly provided nothing in this Act contained shall take away lessen prejudice alter or affect any of the rights privileges property powers or authorities of the Leeds and Liverpool Canal Company.

Protection
of Corpora-
tion of
Rochdale.

22. The provisions of sections 18 to 23 both inclusive of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to alteration of gas and water pipes belonging to the mayor aldermen and burgesses of the borough of Rochdale and whenever in those sections the expression "society" or "company" is used in relation to a gas or water company that expression shall for the purposes of this section be deemed to include the said mayor aldermen and burgesses.

Power to
take ease-
ments &c. by
agreement.

23. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes of this Act 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.

Period for
compulsory
purchase
of lands.

24. The powers for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of two years from the passing of this Act.

Land for
extraor-
dinary pur-
poses.

25. The quantity of land to be taken by the Company under the powers of this Act by agreement in connexion with their undertaking for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed two acres.

Notice to be
given of
taking houses
of labouring
classes.

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

Company to
procure ac-
commodation
for persons

27. Before taking in any parish fifteen houses or more occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers who may for the time being be the

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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.

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of labouring
classes to
be displaced.

28. And whereas in the construction of the railway 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.

Owners may
be required
to sell parts
only of cer-
tain lands
and build-
ings.

29. The Company and the London and North-western Railway Company (who are in this enactment meant by the term the two companies) may apportion and divide between themselves in the proportions herein-after defined the mortgage debts charged upon and the powers of mortgage conferred with relation to the undertakings of the North Union the Preston and Wyre and the Fleetwood Companies respectively and each of the two companies may issue and grant in their own name and under their own seal and on the security of their own undertaking including their several

Company
and London
and North-
western
Company
may exercise
borrowing
powers of
three com-
panies.

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As respects the North Union Railway in the proportion of sixty ninety-fourth parts by the London and North-western Company and thirty-four ninety-fourth parts by the Company :

As regards the Preston and Wyre Railway in the proportion of two third parts by the Company and one third part by the London and North-western Railway Company :

And as regards the Fleetwood Railway in equal amounts by the two companies :

Provided always that the moneys from time to time borrowed by the two companies under the authority of this section shall not together with any outstanding mortgages charged upon the said three undertakings respectively exceed in the aggregate as regards the North Union Railway three hundred and eighty thousand pounds as regards the Preston and Wyre Railway one hundred and sixty-six thousand pounds and as regards the Fleetwood Railway fifty thousand pounds Provided also that the two companies may if they think fit in lieu of exercising the borrowing powers aforesaid or in substitution for or instead of the renewal of the mortgage debt so apportioned to them create and issue debenture stock in their undertakings respectively.

Company
may provide
hotel accom-
modation.

30. The Company may acquire erect provide hold enjoy and maintain as part of their undertaking at or near to or connected with their stations at Manchester Liverpool Bradford Bolton and Blackburn hotels refreshment rooms or any other like accommodation and they may exercise the like powers with respect to refreshment rooms in connexion with their stations They may furnish stock equip manage and conduct such hotels and refreshment rooms and the business thereof and may employ officers managers and servants therein or in connexion therewith And they may apply their corporate funds to those purposes or any of them and may acquire by agreement and hold lands for those purposes The expenditure already incurred by the Company in or about any of the before-mentioned purposes is hereby sanctioned and confirmed The Company may let on lease or otherwise for a term not exceeding seven years any hotel refreshment room or any other like accommodation so provided by them as aforesaid.

Provisions
as to licenses
for sale of
wine &c.
on premises
of Company.

31. Notwithstanding anything contained in any Act relating to the granting of licenses for the sale of wine spirits beer or cider any corporation or other body or any justice or other person being by law authorised to grant licenses for the sale by retail of wine spirits beer or cider may if they or he think fit grant to any

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person or persons nominated in that behalf by the Company a license or licenses for the sale of wine spirits beer and cider at any refreshment rooms at stations of the Company managed and conducted by the Company although the structure of such premises may not be in conformity with the provisions of any such Act and although the person or persons so nominated is or are not the real resident holder and occupier of any such refreshment room.

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32. The two last preceding enactments shall extend and be applicable to any hotel at Preston and Fleetwood and to any refreshment rooms at stations on the joint undertakings of the Company and the London and North-western Railway Company.

Extending provisions as to licenses to any hotel &c. on joint lines.

33. 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 one million five 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.

34. 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 be issued until one-fifth paid.

35. 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.

Qualifications of new shares or stock.

36. 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 issued under this Act and any other Act of past or present Sessions may be of same class.

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A.D. 1881. — 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.

37. The Company may from time to time borrow on mortgage additional sums not exceeding in the whole five hundred thousand pounds in respect of the additional capital of one million five 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 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 portion of 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.

Existing mortgages to have priority.

38. 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

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mortgages 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. 1881.

39. 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.

40. 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.

41. 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.

42. 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*.

43. 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.

44. 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. Deposits for future Bills not to be paid out of capital.

45. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of Provision as to general Railway Acts.

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A.D. 1881. — railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

Expenses
of Act.

46. 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.

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FIRST SCHEDULE.

A.D. 1881.

Describing LANDS BUILDINGS and MANUFACTORIES of which
portions only may be required.

Township or Parish.	Numbers on deposited Plans.
WIDENING LINE—WIGAN TO INCE.	
Township and parish of Wigan - - -	7, 8.
Township of Ince-in-Makerfield - - -	15, 16, 18, 19, 24, 37, 43.
WORKS AT SHAWFORTH NEAR ROCHDALE.	
Township of Spotland - - -	1.
WORKS AT CHORLEY.	
Township and parish of Chorley - - -	25.
WORKS AT SMITHY BRIDGE—ROCHDALE.	
Township of Butterworth - - -	8, 10.
LANDS AT RAWTENSTALL.	
Township of Lower Booths - - -	2, 3.
LANDS AT BRADFORD.	
Bradford - - -	4A, 4B.

SECOND SCHEDULE.

PART I.

AN AGREEMENT made and entered into this second day of August 1880 between the Cleckheaton Local Board herein-after called the "Local Board" of the one part and the Lancashire and Yorkshire Railway Company herein-after called the "Company" of the other part.

WHEREAS under an Act of Parliament passed in the 35th year of the reign of George the Third intituled "An Act for Dividing and Enclosing the Open Fields and Stinted Pastures within the Township of Cleckheaton in the Parish of Birstal in the West Riding of the County of York" Richard Clark then of

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Rothwell Haigh in the county of York gentleman was appointed Commissioner and in pursuance of the Act he made his award dated the 14th February 1797.

And whereas by the West Riding Union Railways Act 1846 the West Riding Union Railways Company were incorporated and were thereby empowered to make and maintain (among others) the fourth line of railway therein described in the lines and upon the lands delineated on the plans and described in the books of reference of such railway and to enter upon take and use as much of the said lands as should be necessary for such purposes and which said fourth line of railway was described as to commence by a junction with the therein first-mentioned railway at or near Low Moor in the township of North Bierly and parish of Bradford and to pass through (among other places) the township of Cleckheaton and such branch railway should terminate by a junction with the Manchester and Leeds (now Lancashire and Yorkshire) Railway in the township of Dewsbury.

And whereas by virtue of the said West Riding Union Railways Act the West Riding Union Railways Company became and is now vested in the Lancashire and Yorkshire Company.

And whereas in the construction of the said fourth line of railway herein-after called the Cleckheaton Branch the Company stopped up a certain footpath marked 107A on the deposited plans for the said branch railway then existing running from Back Lane (now Northgate) to Toft's Allotments.

And whereas the Company also placed a gate at a point immediately opposite the booking office of the passenger station at Cleckheaton and shown upon the plan hereunto annexed for the convenience of foot passengers and vehicles on the western side of the town of Cleckheaton going to and from the said station but the public passing through such gate did in fact at times pass by the sufferance of the Company as alleged by the Company beyond the said station to the eastern portion of the town of Cleckheaton but the Company in order to prevent any public right of way being acquired to pass over their railway on the level some time ago removed the said gate and erected barriers to prevent the public crossing the said branch railway on the level.

And whereas disputes and differences having arisen between the local board and the public on the one hand and the Company on the other hand with regard to their respective rights in or over the said railway certain proceedings were commenced against the Company by way of indictment to assert such rights as aforesaid.

And whereas negotiations have taken place between the parties which have resulted in the arrangement herein-after contained.

Now these presents witness that the local board and the Company do hereby for themselves and their successors mutually covenant and agree with each other as follows :

1. That the proceedings so instituted by the local board against the Company shall be withdrawn and put an end to.

2. That the local board shall give up and release on behalf of the public all rights of way claimed by them in over or across the said branch railway by means of the said ancient footpath from Back Lane (otherwise Northgate) to Toft's Allotments and by means of the gate across the said railway.

3. That the Company shall at their own expense on or before the 30th day of June 1881 unless prevented by causes beyond the control of the Company make and complete a carriage-road and subway from Crown Street to Toft's Road passing in part under the said branch railway according to a plan with the widths and gradients shown thereon submitted by the local board to and approved by the Company and such carriage-road and subway shall from the completion thereof and for ever thereafter be open free and unobstructed for the use and enjoyment of all Her Majesty's subjects and the structure of the archway shall for ever thereafter be repaired and maintained and well and sufficiently lighted by the Company and the Company shall be at liberty to make and construct such communications between their station platforms and premises and the said road and subway as they may consider desirable and on the opening of the said road for traffic the same shall for ever thereafter be repaired and maintained by the local board.

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4. That the local board will at the request of the Company consent to the Company obtaining powers in the next or some subsequent session to stop up and extinguish all rights of way if any in over or across the said railway by means of the said gate or of the old footpath marked 107A in the said deposited plans from Back Lane (otherwise Northgate) to Toft's Allotments.

5. That nothing in this agreement contained shall prejudice or affect the future action of the Company or the local board with respect to the removal of the footbridge erected by the Company shown upon the plan hereto annexed and of the extinguishment of all rights of way over their railway and property at that point.

As witness the seals of the said local board and Company the day and year first before written.

Passed under the common seal of the Lancashire and
Yorkshire Railway Company in the presence of
J. H. STAFFORD,
Secretary.



The seal of the Cleckheaton Local Board was hereto
affixed in the presence of
JOSEPH ARMITAGE,
Clerk.



SECOND SCHEDULE.

PART II.

AN AGREEMENT entered into the 26th day of April 1880 between Elias Dorning of Manchester civil engineer on behalf of himself and the other trustees of the will of the late Jonathan Dorning herein-after called the sellers of the one part and Samuel Burgess of Manchester as agent for and on behalf of the Lancashire and Yorkshire Railway Company of the other part.

THE sellers (on behalf of themselves and all necessary parties) agree to sell and the said Company agrees to purchase the inheritance in fee simple in posses-

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A.D. 1881. — sion of all that piece of land and hereditaments situate in the township of Kearsley in the county of Lancaster shown on the plan hereunto annexed and thereon coloured red containing 1397 square yards or thereabouts lying on the west side of the Company's Manchester and Bolton railway and adjoining their Halshaw Moor tunnel in consideration of a perpetual yearly chief or ground-rent of £14 to be issuing and payable in respect of the said land and premises to the said sellers their heirs and assigns and secured upon the tolls and rates of the said Company's railways which price is to include and satisfy all claims for damages by severance or otherwise occasioned by the widening of the said tunnel and works but is not to include the interest of the sellers in the mines and minerals under the land sold.

The Company shall after obtaining parliamentary powers (if necessary) have the option of redeeming the said chief rent at twenty-five years purchase they paying the sellers such costs of reinvesting the said purchase-money as are named in and provided for by section 80 of the Lands Clauses Consolidation Act 1845.

The Company shall pay the sum of twenty guineas the costs of the sellers' surveyor and solicitor in respect of this agreement and shall also pay the reasonable costs of the abstract of title conveyance and completion of the purchase.

The sellers agree to give up and release all right to pre-emption and repurchase of any part of the lands hereby agreed to be sold and not required for the construction of the said railway and works.

The conveyance if the Company elect to purchase at a gross sum shall be completed on or before the first day of June 1882. And if same be not then completed the said Company shall pay interest on such purchase-money after the rate of £5 per centum per annum from the last-mentioned date until completion.

Before commencing any works on or under the said lands the said Company shall properly fence off the same from the adjoining lands of the sellers.

The said chief rent shall be payable by two half-yearly instalments on the first day of May and first day of November in each year the first payment to become due and payable on the first day of November next.

The Company to make all legal compensation for tenant rights.

As witness the hands of the said parties hereto the day and year first above written.

Witness to the signing hereof by the said Elias Dorning

JOSEPH BREWERTON

Clerk with Messrs. E. Dorning and Son

41 John Dalton Street Manchester.

} ELIAS DORNING.

Witness to the signing hereof by the said Samuel Burgess

THOMAS BLEAKLEY

Hunt's Bank Manchester.

} SAMUEL BURGESS.

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AN AGREEMENT entered into the nineteenth day of May 1880 between Thomas Barnes of Farnworth in the county of Lancaster and William Hinners of Pendleton in the said county Esquires (trustees of the wills of Robert Lord and Joseph Lord both late of Kersley in the said county gentlemen deceased herein-after called the sellers) of the first part Betsey Hinners wife of the said William Hinners and Mary Ann Blacklock of Pendleton aforesaid widow (which said Betsey Hinners and Mary Ann Blacklock are daughters of the said Robert Lord) of the second part and the Lancashire and Yorkshire Railway Company herein-after referred to as the said Company of the third part. A.D. 1881.

FOR the considerations herein-after appearing the sellers with the consent and approbation of the said Betsey Hinners and Mary Ann Blacklock agree to sell and the said Company agree to purchase the inheritance in fee simple in possession of all those two pieces of land situate in the township of Kersley aforesaid marked A and B on the plan hereunto annexed and therein coloured pink lying on the east and west sides of the Company's Manchester and Bolton railway and adjoining their Halshaw Moor tunnel containing together by admeasurement 2252 square yards or thereabouts together with all the sellers' interest in the surface lands or soil over the said tunnel co-extensive with the said plots of land as shown by red bars on the said plan with the appurtenances saving and reserving all mines and minerals and also the right of watercourse and drainage through the same land from the Clammerclough Mills cottages reservoirs and premises of the sellers situate on the westerly side of the said plot of land marked B on the said plan as the same watercourse and drainage now run through the same plots of land at or for the price or sum of £750 which price is to include and satisfy all claims for damage by severance but not to include or satisfy any claim for compensation for damage (whether permanent or otherwise) loss or inconvenience occasioned by the widening of the said tunnel or the works to be executed on the said land to the said mills cottages reservoirs and premises adjoining the land hereby agreed to be purchased or the machinery in the said mill either by the owners lessees or tenants thereof or for such drains works and things as may be necessary to be constructed or executed in or upon the land hereby agreed to be sold for the maintenance of the watercourse and drainage the right to which is herein-before reserved to the sellers.

The conveyance shall be completed and the purchase money paid on or before the 31st day of August 1881 at the office of the sellers' solicitors in Manchester.

The said Company shall forthwith fence off the land agreed to be sold from the adjoining land of the sellers by a temporary fence sufficient to prevent trespass on the adjoining lands and premises of the sellers and the same so keep fenced off until the wall herein-after mentioned shall be erected and completed and shall prevent trespassers and others coming upon the land and premises of the sellers from or to the land agreed to be sold and shall during the construction of the works maintain and keep open the existing drains and watercourses through the land from the said Chammerclough Mills and premises and for ever afterwards keep and maintain the same drains and watercourses in permanent order repair and condition and shall within two years from the date of this agreement erect and build and for ever maintain a permanent wall fence

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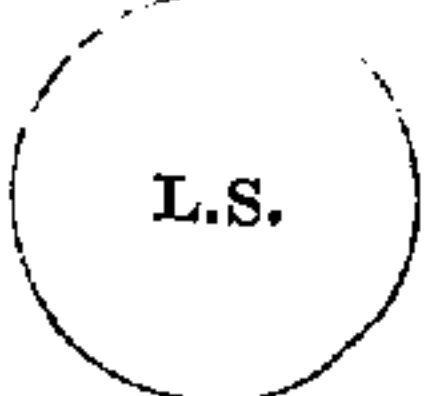
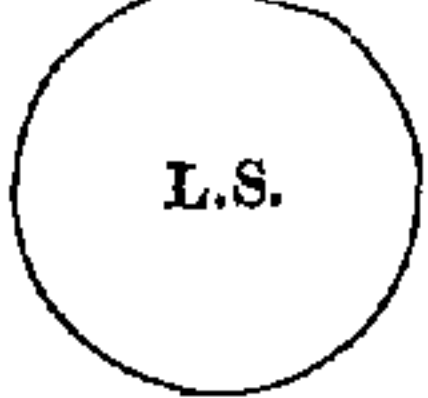
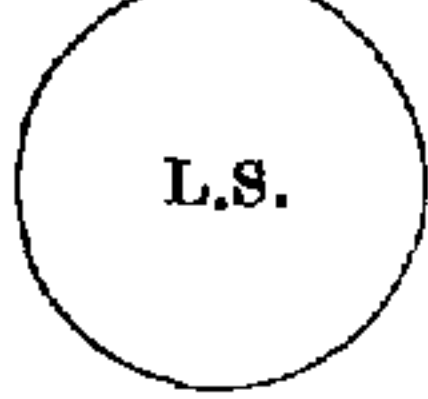
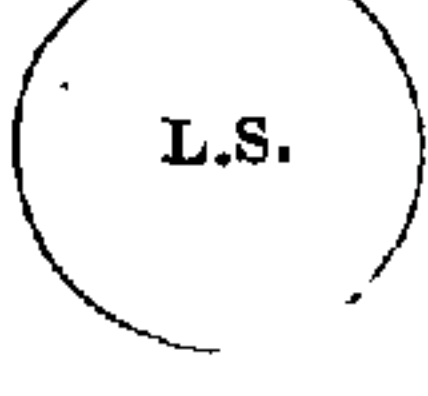
A.D. 1881. — along the westerly boundary of the said plot of land marked B in order to separate the same from the adjoining premises of the sellers such wall to be constructed with well-burnt bricks to be seven feet high from the ground line and fourteen inches thick with piers at proper distances for the better support thereof with stone or earthenware coping of good quality.

The Company may at any time take possession of the land and premises agreed to be sold and proceed with the works they paying interest on the purchase-money after the rate of £4 per centum per annum from the time of taking possession until the actual completion of the purchase.

The sellers shall on or before the 12th day of October next deliver to the said company or their solicitors an abstract of the title to the premises purchased subject to the stipulations herein contained. But inasmuch as the power of the sellers to sell for a sum in gross or to enter into this contract being open to question the Company shall if any such legal difficulty arise in carrying out this agreement seek power in their next application to Parliament for powers to enable the sellers the Company and the other parties to these presents to carry the same into effect.

The costs of the sellers and all other parties as between solicitor and client of or incidental to the said sale this present contract or the conveyance to the Company and costs of the Company in the application to Parliament as aforesaid including the expenses of the negotiation preliminary hereto the preparation of the abstract making out the title and of all surveys and valuations and all other charges and expenses incurred in carrying out the said sale or in relation thereto and including also the expenses of the interim and permanent investment of the purchase-money shall be paid by the said Company to the sellers or their solicitors.

In witness whereof the said parties hereto of the first and second parts have hereunto set their hands and seals and the said Company have hereunto affixed their common seal the day and year first before written.

Signed sealed and delivered by the said THOMAS BARNES in the presence of A. H. RADFORD Solicitor Manchester.	}	THOS. BARNES.	
And by the said WILLIAM HINMERS in the presence of RICHD. RADFORD Solicitor Manchester.	}	WM. HINMERS.	
And by the said BETSEY HINMERS and MARY ANN BLACKLOCK in the presence of F. W. MANNERSON Clerk to Messrs. Radford Gill and Radford Solicitors 19 Cooper Street Manchester.	}	BETSEY HINMERS.	
	}	M. A. BLACKLOCK.	

THIRD SCHEDULE.

A.D. 1881.

AN AGREEMENT made and entered into this fifteenth day of June one thousand eight hundred and eighty between the London and North-western Railway Company (herein-after called "the North-western Company") of the one part and the Lancashire and Yorkshire Railway Company (herein-after called "the Lancashire and Yorkshire Company") of the other part.

WHEREAS by virtue of the Lancashire and Yorkshire Railway (Blackburn Chorley Horwich and Wigan Lines) Act 1864 and the Lancashire and Yorkshire and Lancashire Union Railways Act 1865 the Lancashire Union Railways Company and the North-western Company if and so long as they shall work the Lancashire Union railways have running powers over the railway of the Lancashire and Yorkshire Company between Cherry Tree Station and the town of Blackburn together with the stations of the Lancashire and Yorkshire Company at Blackburn upon the terms and conditions prescribed by the said Act of 1864.

And whereas the North-western Company are promoting a Bill in the present session of Parliament with the short title of "The London and North-western Railway Bill 1880" whereby it is sought amongst other things to authorise the acquisition by the North-western Company of certain lands at Blackburn in the county of Lancaster in the said Bill described and also the construction of a short railway forming a junction with the railway of the Lancashire and Yorkshire Company from Blackburn to Preston for the purpose of giving access thereto in connexion with the working of the Lancashire Union Railways.

And whereas the lands so proposed to be acquired adjoin the said railway of the Lancashire and Yorkshire Company from Blackburn to Preston at and near a certain level crossing known as Harrison's Level Crossing.

And whereas an agreement was made and entered into on the twenty-first day of April one thousand eight hundred and seventy-nine between the Corporation of Blackburn of the one part and the Lancashire and Yorkshire Company of the other part whereby provision was made for the construction of a new street or road passing under the railway of the Lancashire and Yorkshire Company in substitution for the said Harrison's Level Crossing and for the construction of a bridge to carry the said railway over the said intended new street upon the terms and conditions in the said agreement specified.

And whereas it was provided by the said agreement that the Lancashire and Yorkshire Company should bear the entire cost of the purchase of the land

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14. Either company party to this agreement may apply in the next or any succeeding session of Parliament to confirm this agreement and the other company shall concur in such application.

In witness whereof the North-western Company and the Lancashire and Yorkshire Company respectively have caused their common seals to be hereunto affixed the day and year first above written.

Passed under the common seal of the above-named
London and North-western Railway Company in the
presence of

S. REAY
Secretary.



Passed under the common seal of the above-named
Lancashire and Yorkshire Railway Company in the
presence of

J. H. STAFFORD
Secretary.

