



## CHAPTER ccxxiv.

An Act for authorising the construction of a railway in Lancashire, to be called the Blackpool Railway; and for other purposes. A.D. 1884.  
[7th August 1884.]

**W**HEREAS the construction of the railways, road diversions, and works herein-after described would be of public and local advantage:

And whereas the persons herein-after named with others are willing to carry the undertaking into execution, and it is expedient that they be incorporated into a Company, and that the requisite powers be conferred upon them:

And whereas it is expedient that the Company and the other company in that behalf in this Act mentioned be empowered to enter into and carry into effect traffic and other agreements as herein-after provided:

And whereas plans and sections showing the lines and levels of the railways and road diversions authorised by this Act, and also books of reference to the plans containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the clerk of the peace for the county palatine of Lancaster, and are herein-after respectively referred to as the deposited plans, sections, and books of reference:

And whereas the purposes of this Act cannot be effected 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 Blackpool Railway Act 1884.

Short title.

[Local.—224.]

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Incorporation of Acts.

2. The Companies Clauses Consolidation Act 1845, Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863, as amended by the Companies Clauses Act 1869, the Lands Clauses Consolidation Acts 1845, 1860, and 1869, as amended by the Lands Clauses (Umpire) Act 1883. (herein-after referred to as "the Lands Clauses Acts"), the Railways Clauses Consolidation Act 1845, and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. The expressions "the railway," "the railways," "the roads," and "the undertaking" mean respectively the railway, road diversions, and undertaking by this Act authorised; and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Company incorporated.

4. Sir Edward William Watkin, Baronet, Nathaniel Eckersley, Edward Ross, John Creemer Clarke, Henry Hall, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors and assigns respectively, shall be and are hereby united into a Company for the purpose of making and maintaining the railway and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "The Blackpool Railway Company," and by that name shall be a body corporate with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make railways and roads.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and roads herein-after described, with all proper stations, sidings, junctions, approaches, bridges, roads, yards, buildings, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited



books of reference as may be required for that purpose. The railways and roads herein-before referred to and authorised by this Act are: A.D. 1884.

1. A Railway (No. 1), eleven miles and three chains in length, commencing in the parish, township, and borough of Preston, by a junction with the West Lancashire Railway, at a point twenty yards or thereabouts, measured in a southerly direction along that railway, from the north-eastern end of the parapet of the arches on the north side of the River Ribble, carrying the West Lancashire Railway, and terminating in the parish and township of Lytham, at a point distant fifty yards or thereabouts, measured in a northerly direction, from the centre of the bridge carrying the highway leading from Lytham to Ballam over the Lytham Branch of the Preston and Wyre Railway;
2. A Railway (No. 2), seven miles two furlongs and thirty links in length, commencing at the termination of Railway No. 1, before described, and terminating on the south side of Church Street, in the borough of Blackpool, at a point nineteen feet or thereabouts, measured in an easterly direction, from the north-east corner of Coronation Street;
3. A Railway (No. 3), one mile three furlongs and 7·85 chains in length, commencing at the termination of Railway No. 2, before described, and terminating in the township of Bispham-with-Norbreck, in the parish of Bispham, in a field occupied by Cornelius Cardwell, and numbered 29 on the tithe commutation map for that township, and called in the reference to the said tithe map "Further Brooks," at a point distant twenty-eight yards or thereabouts, measured in an easterly direction, from the north-eastern corner of the farmhouse occupied by the said Cornelius Cardwell;
4. A diversion of the road known as West Strand Road, in the parish, township, and borough of Preston, such diversion commencing on the north side of Marsh Lane, at a point distant eleven yards, measured in an easterly direction, from the south-west corner of the Neptune Inn, and proceeding thence in a northerly direction to and terminating at West Strand Road, at a point ten yards west from the south-west corner of the wall forming the boundary of the premises belonging to the North of England Railway Carriage and Iron Company, Limited;
5. A diversion of the road known as Hartington Road, in the parish, township, and borough of Preston, such diversion commencing at a point distant twenty yards, measuring in a

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southerly direction, from the south-west corner of the south-west reservoir of the Victoria Mill, and proceeding thence in a northerly direction to and terminating at Marsh Lane, at a point distant twenty-three yards or thereabouts, measured in an easterly direction, along Marsh Lane, from the south-west corner of the New Quay Inn;

The said railways and roads will be situate within the county palatine of Lancaster.

Capital.

6. The capital of the Company shall be five hundred and ten thousand pounds, in fifty-one thousand shares of ten pounds each.

Shares not to be issued until one-fifth paid.

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

Calls.

8. One-fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

9. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow.

10. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole one hundred and seventy thousand pounds in manner following (that is to say) when three hundred thousand pounds of such share capital of five hundred and ten thousand pounds is subscribed they may borrow any sum not exceeding in the whole one hundred thousand pounds, and when the remaining two hundred and ten thousand pounds of such share capital is subscribed they may borrow any additional sum not exceeding seventy thousand pounds, but no part of any such two sums of one hundred thousand pounds and seventy thousand pounds shall be borrowed until shares for the respective portion of capital in respect of which each sum is authorised to be borrowed are issued and accepted, and one-half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845, before he so certifies that the whole of such respective portion of capital has been issued and accepted and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in such respective portion of capital has been paid on account thereof before or at the time of the issue or accept-



ance thereof, and that such respective portion of capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, 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 shall be sufficient evidence thereof. A.D. 1884.

**11.** The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole. For appointment of a receiver.

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

**13.** All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied only to the purposes of this Act to which capital is properly applicable. Application of moneys.

**14.** The first ordinary meeting of the Company shall be held within six months after the passing of this Act. First ordinary meeting.

**15.** The number of directors shall be six, but the Company may from time to time reduce the number provided that the number be not less than three. Number of directors.

**16.** The qualification of a director shall be the possession in his own right of not less than fifty shares. Qualification of directors.

**17.** The quorum of a meeting of directors shall be three, and if the number of directors be reduced to three the quorum shall be two. Quorum.

**18.** Sir Edward William Watkin, Baronet, Nathaniel Eckersley, Edward Ross, John Creemer Clarke, Henry Hall, and one other person to be nominated by them or the majority of them, and First directors.



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Election of directors.

consenting to such nomination, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or nominated as aforesaid, or any of them, or may elect a new body of directors or directors to supply the place of those not continued in office, the directors appointed by this Act, or nominated as aforesaid, being if qualified eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall, subject to the power herein-before contained for reducing the number of directors, elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of the Companies Clauses Consolidation Act 1845, and the several persons elected at any such meeting, being neither removed nor disqualified nor having died or resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for extraordinary purposes.

**19.** The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed ten acres.

Period for compulsory purchase of lands.

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

Lateral and vertical deviations.

**21.** In executing the railway and roads the Company may deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviation shown thereon, and vertically from the levels thereof shown on the deposited sections to any extent not exceeding five feet, save where a greater deviation is sanctioned by the Board of Trade as being necessary for avoiding interference with any sewer, water main, gas main, or other work, and then to such an extent as is necessary for avoiding interference therewith.

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

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

- (1) At least ten days notice shall, unless in case of emergency, be given to the owners, lessees, and occupiers, or by the owners



- and lessees of the house or building so intended or so required to be underpinned, shored up, or otherwise strengthened ;
- (2.) Each such notice, if given by the Company, shall be left on the premises to be underpinned, shored up, or strengthened, and if given by the owners and lessees thereof, shall be sent to the principal office of the Company ;
- (3.) If any owner, lessee, or occupier of any such house or building, or the Company, as the case may require, shall within seven days after the giving of such notice, give a counter notice in writing that he or they, as the case may be, disputes the necessity of such underpinning, shoring up, or strengthening, the question of the necessity shall be referred to an engineer to be agreed upon, or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade ;
- (4.) Such referee shall forthwith, upon the application of either party, proceed to inspect such house or building and determine the matter referred to him, and in the event of his deciding that such underpinning, shoring up, or strengthening is necessary, he may, and if so required by such owner, lessee, or occupier, shall prescribe the mode in which the same shall be executed, and the Company may and shall proceed forthwith so to underpin, shore up, or strengthen the said house or building ;
- (5.) The cost of the reference shall be in the discretion of the referee ;
- (6.) The Company shall be liable to compensate the owners, lessees, and occupiers of every such house or building for any inconvenience, loss, or damage which may result to them by reason of the exercise of the powers granted by this enactment ;
- (7.) If in any case in which any house or building shall have been underpinned, shored up, or strengthened on the requisition of the Company, such underpinning, shoring up, or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company, then and in every such case, unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee, the Company shall make compensation to the owners, lessees, and occupiers of such house or building for such injury, provided the claim for compensation in respect thereof be made within six months from the discovery thereof ;
- (8.) Nothing in this enactment contained nor any dealing with the said property in pursuance of this enactment shall relieve



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the Company from the liability to compensation under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 or under any other Act;

(9.) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in the Lands Clauses Consolidation Act 1845;

(10.) Nothing in this section shall repeal or affect the application of the ninety-second section of the Lands Clauses Consolidation Act 1845.

Diversion  
of roads.

**23.** The Company may divert, alter, or stop up any roads within the limits of deviation delineated on the deposited plans and described in the deposited books of reference in the manner shown on the deposited plans and sections, and may, subject to the provisions of the Railways Clauses Consolidation Act 1845, with respect to mines lying under or near the railway, appropriate the site of any road or portion of road so diverted or stopped up, so far as the same is bounded on both sides by lands of the Company, to the purposes of their undertaking.

Power to  
take ease-  
ments, &c.  
by agree-  
ment.

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

Provision as  
to junction  
with West  
Lancashire  
Railway.

**25.** The junction of Railway (No. 1) with the West Lancashire Railway shall be effected in such manner in all respects as shall previously have been approved by the engineer of the West Lancashire Railway Company, and the junction and works connected therewith shall be executed by that company, and the expense of such junction and works, and all expenses incidental thereto, shall be repaid by the Company to the West Lancashire Railway Company on demand, and in default thereof may be recovered from the Company in any court of competent jurisdiction.

West Lan-  
cashire Com-  
pany may  
erect signals,  
&c.

**26.** The West Lancashire Railway Company may, from time to time, erect such signals and conveniences incident to the junction of the Railway (No. 1) with their railway, either on their own land or on the land of the Company, and appoint and remove such watchmen, switchmen, and other persons as may, in their judgment, be necessary for the prevention of danger to or interference with traffic at and near the junction, and the working and management of



the signals and conveniences wherever situate shall be under the exclusive regulation and control of the West Lancashire Railway Company, and the expense of erecting and maintaining such signals and conveniences, and of employing such watchmen, switchmen, and other persons, and all incidental current expenses shall, at the end of every half year, be repaid by the Company, and in default thereof may be recovered from them in any court of competent jurisdiction.

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**27.** The Company shall bear and on demand pay to the West Lancashire Railway Company the expense of the employment by that company during the making of Railway No. 1 adjacent to the junction thereof with the West Lancashire Railway of a sufficient number of inspectors and watchmen for watching their railway and works, 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 any person or persons in the employment of the Company or their contractors in reference thereto or otherwise.

Expenses of watchmen during construction of works to be paid by Company.

**28.** Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the West Lancashire Railway Company all losses, costs, damages, and expenses which may be occasioned to that company, or to any of their works or property, or to the traffic on their railway, or to any company or person using the same, or otherwise during the execution or by reason of the failure of any of the adjacent works by this Act authorised, or of any act or omission of the Company, or of any person employed by them or by their contractors or otherwise, and the Company shall effectually indemnify and hold harmless the West Lancashire Railway Company from all claims or demands upon or against them by reason of such execution or failure, or of any such act or omission.

Damage sustained by West Lancashire Company to be repaid.

**29.** In constructing the Railway (No. 1) the Company shall not in any way obstruct or interfere with the traffic passing along the West Lancashire Railway, and if by reason of any works or proceedings of the Company there shall be any obstruction or interference with the West Lancashire Railway, so as to impede or prevent the convenient passage of engines and carriages along the same, the Company shall pay to the West Lancashire Railway Company at the rate of twenty pounds for every hour during which any such obstruction or interference shall continue.

Company not to interfere with traffic on West Lancashire Railway.

**30.** Nothing in this Act shall extend or be deemed or construed to extend to authorise or enable the Company to take, enter upon, or use either temporarily or permanently any of the lands of the West Lancashire Railway Company, or to alter, vary, or interfere

Easement only in land of West Lancashire Company to be



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taken for  
certain pur-  
poses.

with the West Lancashire Railway, or with any of the works of that railway, further or otherwise than is necessary for the construction of the junction of Railway (No. 1) with the West Lancashire Railway, without the consent in writing in every instance for that purpose first had and obtained of the West Lancashire Railway Company under their common seal, and with respect to any lands of the West Lancashire Railway Company which the Company are by this Act authorised to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take and the West Lancashire Railway Company shall sell or grant accordingly an easement or right of using the same in perpetuity for the purposes of this Act.

Provisions  
as to Ribble  
Branch  
Railway.

**31.** The following provisions for the protection of the London and North-western Railway Company and the Lancashire and Yorkshire Railway Company proprietors of the North Union Railway and the mayor, aldermen, and burgesses of the borough of Preston (in this section called "the owners,") shall unless otherwise agreed between the Company and the owners apply and have effect (that is to say) :—

(A.) The Company shall construct Railway No. 1 over the Ribble Branch Railway and the lands adjoining thereto belonging to the owners by means of a viaduct, and shall construct the same for any number of lines not exceeding four lines of railway and the span of such viaduct over the said branch railway shall be forty-eight feet on the square with a headway of fourteen feet six inches throughout, above the level of the rails of the said branch railway at the point of crossing shown on the deposited plans, and the viaduct across such land shall have piers in such positions, at such angles, not more acute than thirty-five degrees to the centre line of the railway, and with such spans, not exceeding thirty feet, and with such headways, not exceeding fourteen feet six inches throughout, above such level as aforesaid respectively as shall be reasonably required by the engineer for the time being of the owners, reserving always to the owners the free use of the surface of the ground under the said viaduct: Provided that if the Bill now before Parliament of the West Lancashire Railway Company shall become law the Company and the West Lancashire Railway Company shall construct together not more than four lines of railway including any siding through the said lands;

(B.) The Company shall acquire only easements in and upon such of the works, lands, and property of the owners as may be necessary for constructing the said viaduct as aforesaid, including a drain two feet in diameter to carry off the water from



such viaduct, and the owners may and shall grant such easements accordingly. The amount to be paid for the acquisition of such easements shall be settled, in case of difference, in the manner provided by the Lands Clauses Consolidation Act 1845, with respect to the purchase of lands otherwise than by agreement;

(c.) During the construction, and for the purposes of the maintenance of the said viaduct, the owners shall allow the Company access to the site of the said viaduct over their adjoining land for a width of six feet on each side outside the piers thereof, subject to such regulations as shall be agreed upon between the engineer of the owners and the engineer of the Company, or as shall, failing agreement, be settled by arbitration in manner herein-after mentioned, the Company making good all damage which shall be occasioned by the exercise of such right of access;

(d.) In constructing and maintaining the said viaduct the Company shall not prevent or unnecessarily impede the free use by the owners of the surface of the ground underneath and adjoining the said viaduct;

(e.) The Company shall construct and maintain the said viaduct throughout, to prevent any leakage or dropping of water therefrom, as far as reasonably practicable;

(f.) The Company shall from time to time make good all damage that may be occasioned to the lines of railway, sidings, or works of the owners by any defect or want of repair of the said viaduct, or the works in connexion therewith; 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 owners the Company neglect to proceed with due diligence to make good such damage—

the owners 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;

(g.) The Company shall not, without the consent of the owners in writing, enter upon, take, or use any land or property of the owners, nor shall they acquire any interest therein other than an easement, as herein-before provided, in so much thereof as is absolutely necessary for the construction and maintenance of the said viaduct over such lands, in the manner aforesaid;

(h.) In case the Company shall in the execution of the works by this Act authorised prevent or interfere with the construction of any roads which, under the provisions of a certain



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agreement, dated the eighteenth day of July, one thousand eight hundred and seventy-eight, and made between the owners of the one part and Messieurs James Andrew and Joseph Gerrard of the other part, are to be constructed by the owners or by the other parties therein mentioned, either jointly with the owners or separately, the Company shall indemnify the owners and such other parties as aforesaid from all losses, damages, costs, and expenses which they or either of them may incur or be put to by reason or in consequence of the construction and maintenance of the works of the Company ;

- (1.) All questions and differences which may at any time arise between the Company and the owners as to the construction or effect, performance, observance, non-performance, or non-observance of any of the foregoing provisions, or any matters connected therewith, or consequent thereon, shall be determined by an engineer to be appointed by the engineers for the time being of the Company and the owners, or, if for twenty-eight days after the question or difference arise the two engineers do not agree upon an arbitrator, then by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers upon the application in writing of both or either of the said engineers, and the decision of every such arbitrator shall be binding and conclusive upon both the parties in difference, and the costs of the arbitration shall be in his absolute discretion.

For protection of Lancashire and Yorkshire and London and North-western Railway Companies.

**32.** The following provisions for the protection of the Lancashire and Yorkshire and the London and North-western Railway Companies (herein-after in this section called the two companies), shall, unless otherwise agreed between them and the Company, apply and have effect (that is to say) :—

- (1.) The Company shall carry Railway No. 1 over and across the Lytham Docks Branch of the two companies Preston and Wyre Railway by means of a wrought-iron girder bridge with wrought-iron flooring, and of one clear span of not less than twenty-six feet in width on the square, and with a clear headway throughout of not less than fourteen feet six inches above the existing level of the rails at the point of crossing ;
- (2.) The Company shall carry Railway No. 1 over and across the Lytham Branch of the two companies Preston and Wyre Railway, by means of a wrought-iron girder bridge with wrought-iron flooring, and of one clear span of not less than forty-eight feet in width on the square, and with a clear headway throughout of not less than fourteen feet six inches above the existing level of the rails at the point of crossing ;

- (3.) The Company shall construct Railway No. 1 between the points thereon shown on the deposited plans as ten miles six furlongs and the termination thereof, and Railway No. 2 between the points thereon shown on the same plans as the commencement thereof and one mile three furlongs, and between the points thereon shown on the said plans as five miles five furlongs and six miles three furlongs so much to the eastward of the Lytham Branch Railway as will admit of the widening of that railway for two additional lines of rails ;
- (4.) If by reason of the construction of Railways No. 1 and No. 2 it shall become necessary to add to or alter any signal or signals upon the railways of the two companies, the same shall be so added to or altered by them, and the reasonable expense thereof shall be repaid to them by the Company ;
- (5.) The Company shall construct the said respective portions of Railways No. 1 and No. 2, and all the works, both temporary and permanent, necessary and incident to the construction thereof, or otherwise affecting the railways property or works of the two companies, in accordance with the provisions of this section, and according to plans, sections, and specifications, and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the principal engineers of the two companies, and the Company shall not commence the construction of the said respective portions of railway, or enter upon or interfere with any land, works, or property belonging to or used by the two companies, until such plans, sections, and specifications have been so submitted and approved: Provided always that if the said principal engineers shall, for the period of two months, neglect or refuse to approve such plans, sections, or specifications, or shall disapprove the same, then the said respective portions of railway and the said works shall be constructed according to plans, sections, and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon, or in default of agreement to be appointed at the request of either the Company or the two companies by the President for the time being of the Institution of Civil Engineers ;
- (6.) The said respective portions of railway and all works necessary or incident to the construction thereof or affecting the railways, property, or works of the two companies shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineers ;



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- (7.) The Company shall not without the consent in writing of the two companies enter upon, take, use, or acquire any lands or property of the two companies, but the Company may purchase and take and the two companies shall sell and grant accordingly an easement or right of using so much of the lands of those companies as may be absolutely necessary for the construction of the said respective portions of Railways No. 1 and No. 2 respectively in accordance with the provisions of this section ;
- (8.) During the construction of the said portions of Railways No. 1 and No. 2 over, across, or adjoining, or near to or affecting the railways, property, and works of the two companies the Company shall bear and on demand pay to those companies all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their railways and the works thereof with reference to and during the execution of the intended works, and for preventing as far as may be all interference, obstruction, danger, and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors, or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise ;
- (9.) The Company shall at all times maintain the said respective portions of railway and all the works connected therewith and incident thereto by which the said railways shall be carried over, across, and adjoining the railways, works, and lands of the two companies in substantial repair and good order, to the reasonable satisfaction in all respects of the said principal engineers, and if and whenever the Company fail so to do the two companies may make and do in and upon, as well the lands of the Company as their own lands, all such works, repairs, and things as they may reasonably think requisite in that behalf, and the sum from time to time certified by the said principal engineers to be the reasonable amount of such expenditure shall be repaid to the two companies by the Company, and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction ;
- (10.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the two companies all costs, losses, damages, and expenses which may be occasioned to those companies, or to any of their railways, works, or property, or to the traffic thereon, or otherwise, by reason of the execution or failure of the Company's railways

and the works in connexion therewith, or of any act or omission of the Company or of any of the persons in their employ, or of their contractors or others, and the Company will effectually indemnify and hold harmless the two companies from all claims and demands upon or against them by reason of such execution or failure, and of such act or omission ;

(11.) Subject to the provisions of this Act, the Company and the two companies may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed ;

(12.) Nothing in this Act contained shall extend to prejudice, alter, or take away any of the rights, privileges, or powers of the two companies otherwise than is herein expressly provided ;

(13.) All questions and differences which may at any time arise between the Company and the two companies as to the construction or effect, performance, observance, non-performance, or non-observance of any of the foregoing provisions, or any matters connected therewith or consequent thereon, shall be determined by the engineers for the time being of the Company and the two companies, or if for twenty-eight days after the question or difference arises the engineers of the parties in difference do not agree upon an arbitrator, then by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers, upon the application in writing of both or either of the said engineers, and the decision of every such arbitrator shall be binding and conclusive upon the parties in difference, and the costs of the arbitration shall be in his absolute discretion.

**33.** The railway and works of the Company shall be carried over the railway sidings leading to the North of England Railway Carriage and Ironworks in West Strand Preston, at such height and in such manner as to leave a clear headway over the surface of the said sidings of at least fifteen feet, and of sufficient width or span for two parallel sets of lines of rails with such headway as aforesaid, and the necessary space between, and also at each side of such lines of rails.

For protection of William Parker Threlfall.

**34.** In carrying out the works of the railway opposite to and in the property of William Birley, in Ashton-upon-Ribble, the Company shall deviate the centre line of the railway to the position shown on the plan signed by Robert William Perks on behalf of the Company and by Edward Garlick on behalf of William Birley, and the level of the railway through and opposite the said

For protection of William Birley.



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For protec-  
tion of John  
Talbot  
Clifton.

**35.** For the protection of John Talbot Clifton, of Lytham Hall, his heirs, sequels in estate, and assigns, all of whom are in this section referred to as "the owners," the following provisions shall, unless otherwise agreed upon between the owners and the Company, and notwithstanding anything shown on the deposited plans, or contained in this Act, have effect, and the Company are hereby authorised and empowered to construct, carry out, and do all works, matters, and things necessary or convenient to give effect to such provisions:

- (1.) The Company may, with the consent of the owners, and upon terms as to expense to be agreed upon between the owners and the Company, in lieu of and in substitution for the raising and construction of a flood-bank in the township of Clifton-with-Salwick, as shown on the deposited plans, construct and thereafter maintain such embankments and other works as may be sufficient to inclose the marsh lying between the high lands and the River Ribble in the same township, as well as to protect the railway from the river and sea;
- (2.) The Company shall construct and maintain a passenger station at Saint Anne's-on-the-Sea, at the point where Railway No. 2 crosses Saint Anne's Road;
- (3.) The Company shall construct and maintain a flood-gate at the culvert at Lodge Pool in Warton, so as to prevent the ingress of the tide;
- (4.) Railway No. 1 shall be carried over, instead of under, the public carriage road at Saltcoats, in the township of Lytham, and the level of the rails may be raised sufficiently for such purpose;
- (5.) From its commencement to Ansdell Road, in the township of Lytham, Railway No. 2 shall be constructed as near as practicable to the line of the Preston and Wyre Railway;
- (6.) The Company shall construct and maintain on the north side of and immediately adjoining Railway No. 2 a screen embankment sufficient to prevent trains passing through the park from being seen from Lytham Hall, and such embankment shall be not less than twelve feet high above the rails and have an incline on the northerly side of not more than one in four;
- (7.) The Company shall construct, according to plans to be approved by the owners, and maintain an ornamental bridge not less than eight yards in width with proper approaches

thereto, to carry the carriage-drive from Lytham Hall to Church Lodge over Railway No. 2;

(8.) The Company shall construct and maintain a bridge of not less than twelve yards wide with proper approaches thereto to carry each of the roads mentioned in this subsection over the railway. The roads referred to are:—

(A.) The road in the township of Lytham numbered 144 on the deposited plans;

(B.) The road called Division Lane separating the parishes of Lytham and Poulton-le-Fylde as shown on the deposited plans;

(C.) A contemplated road to lead from the Trawl Boat Inn to the Clifton Drive, in the township of Lytham, and cross Railway No. 2 near to the boundaries of the local board districts of Lytham and Saint Anne's-on-the-Sea;

(D.) A contemplated road to lead from Common Lane to Heyhouses Lane, in the township of Lytham, and cross Railway No. 2 about two and a quarter furlongs east of Saint Anne's Road. The bridges over the two contemplated roads before mentioned shall respectively be constructed so soon as but not before the Company shall have received from the owners or their agent a notice in writing fixing the actual points at which the owners require such bridges respectively;

(9.) The approaches to the several bridges mentioned in the two preceding subsections, and to the several bridges carrying such of the public carriage roads shown on the deposited plans, as pass through or adjoin land of the owners, shall be made of an incline of not more than 1 in 30;

(10.) The levels of the rails under the bridges over Common Lane and Saint Anne's Road shall be as much lower than that shown on the deposited plans as may be consistent with the proper drainage of the railway;

(11.) The railway shall not be cut more than three feet six inches below the present surface of the ground through any part of Layton Hawls Farm in the township of Marton;

(12.) No station or sidings shall be made in Lytham Park, between the road in the township of Lytham numbered 1 on the deposited plans, and the Blackpool Road numbered 49 on the deposited plans, and no goods station or sidings for goods purposes shall be connected with the former road which leads to the principal entrance to Lytham Hall.



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For protec-  
tion of the  
corporation  
of Preston.

**36.** The following provisions for the protection and benefit of the mayor, aldermen, and burgesses of the borough of Preston (hereinafter called "the corporation") shall have full force and effect :

- (1.) The span of all bridges in this section referred to is the span as measured on the square, except the span of the bridge over the Ribble Branch Railway ;
- (2.) The Company shall construct the railway wholly on the west side of the station of the West Lancashire Railway Company, and the railway shall be carried over Fishergate Hill by a girder bridge of sufficient width to accommodate four lines of railway only, and with a minimum clear headway of not less than sixteen feet six inches throughout, and with a clear span of not less than sixty-seven feet six inches for the whole width thereof, and the abutments shall be kept in line with the fronts of the houses on the south side of the street and the existing wall on the north side thereof ;
- (3.) The span of the bridge for carrying the railway over the Ribble Branch Railway shall be of sufficient width to admit of four lines of rails being laid thereunder, and have a clear headway throughout of not less than fourteen feet six inches ;
- (4.) The Company shall construct a girder bridge under the railway with a clear span of not less than forty feet throughout at such convenient point between the point marked four furlongs on the deposited plans and Marsh Lane, as the surveyor of the said borough shall determine ;
- (5.) The Company shall construct a siding to commence at or near the said bridge over the Ribble Branch Railway and to terminate on the south side of Marsh Lane, and on a level with the intended new level of that lane, but if the West Lancashire Railway Company shall in the present session of Parliament obtain power to make a similar siding then the Company shall not be required to construct the said siding ;
- (6.) So much of West Strand and Hartington Road respectively as shall be diverted by the Company shall not be less than sixty feet in width (including footways) throughout, and shall, as regards workmanship and material, be completed to the satisfaction of the corporation, before the portions of street for which the diversions are substituted are stopped up, and such diversions shall be completed within two years from the passing of this Act, unless the corporation consent, under the hand of the town clerk, to extend the time for the completion of either street ;



- (7.) The bridges over Marsh Lane and Watery Lane to be constructed as girder bridges, that over Marsh Lane to have a clear headway throughout of not less than sixteen feet six inches, and the bridge over Watery Lane to have a clear headway throughout of not less than sixteen feet ;
- (8.) Six of the openings of the viaduct for carrying the railway over Preston Marsh shall be constructed by the Company, at such points as the corporation by writing under the hand of the town clerk require, as girder bridges, with spans of not less than forty feet six inches throughout, and as much headway as can be given, and all other openings or arches shall be of not less than twenty-five feet span, and the whole of the openings shall be at all times left open for the use of the corporation ;
- (9.) The Company shall not, unless with the consent of the corporation under the hand of the town clerk, take and permanently occupy a greater width of land than fifty feet across Preston Marsh from the north side of the waggon works siding to Watery Lane, nor, unless with such consent as aforesaid, a greater width of land within the borough than twenty-five yards from the centre line of railway shown on the deposited plans on the south side of the railway and north-west of Watery Lane ;
- (10.) The footpath from Ashton Quay to the Willows shall be kept open and passed under the railway by a girder-bridge not less than eight feet in height, and seven feet six inches in span ;
- (11.) In constructing the railway between Marsh Lane and Watery Lane the Company shall not deviate more than ten yards on either side from the centre line shown on the deposited plans without the consent of the corporation, under the hand of the town clerk ;
- (12.) Level crossings with proper gates shall be provided by the Company at the places where the railway will cross the road leading to Freckleton farmhouse and yard and the road forming the boundary between the townships of Clifton and Newton ; and whenever any works other than for farming purposes are established on the said farm, or on the fringe between the farm and the river, the Company shall carry the said road between the said townships of Clifton and Newton over the railway by a bridge, with such gradients and approaches thereto as may be reasonably approved by the corporation ;
- (13.) The Company shall, at their own cost and on their own land, construct and maintain at such point between Watery Lane and the house known as "the Willows," and also at such point on the eastern side of Freckleton Pool as may be agreed on between



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- the Company and the corporation, or failing agreement be determined by arbitration in manner herein-after provided, a siding from their railway; and shall permit the corporation to connect with the said sidings respectively; sidings to be at the same time constructed by the corporation so as to form continuous sidings from the railway, as to the siding at Watery Lane to the authorised corporation dock, and as to that at Freckleton Pool to the said farm, and the Company shall provide, maintain, and work all necessary signals and junctions between the said sidings and the railway of the Company;
- (14.) The Company shall, if so required by the corporation, work so much of the sidings as will be on the land of the corporation, on terms to be agreed on between the corporation and the Company, or in default of agreement to be settled by arbitration;
- (15.) The said sidings shall for all purposes of and in relation to tolls be deemed a part of the railway;
- (16.) The working plans and sections of all works to be executed by the Company for the protection of the corporation, under the terms of this enactment, shall, two months previously to the commencement thereof, be submitted to the corporation for their reasonable approval; and in case of any difference arising between the Company and the corporation in respect of such plans and sections, the matter in difference shall be referred to arbitration in the manner herein-after provided; but if the corporation do not, within such period after the submission of the said plans and sections, signify their approval or disapproval thereof, they shall be deemed to have approved thereof;
- (17.) The provisions of sections eighteen to twenty-three (both inclusive) of the Railways Clauses Consolidation Act 1845 shall extend and apply to the water mains, pipes, and apparatus of the corporation and to the corporation in respect thereof as though the corporation were a water company or society;
- (18.) If by reason of the exercise by the Company of any powers granted them under this Act, any additional water mains, pipes, sewers, or drains, or any increased lengths or capacity thereof, respectively, be rendered necessary, the same shall be respectively provided, laid, and constructed by the corporation at the cost of the Company;
- (19.) If by reason of the exercise by the Company of any powers granted them under this Act the corporation shall at any time incur any additional cost in repairing or altering any water main, pipe, or apparatus, or any sewer or drain, such additional cost shall be repaid by the Company to the corporation;

- (20.) Before the Company interfere with any existing sewer or drain they shall, to the reasonable satisfaction of the corporation, and at the cost of the Company, and in accordance with plans and sections to be previously submitted and reasonably approved of by the corporation, construct a sufficient substituted sewer or drain, and connect the same with the sewer or drain so interfered with;
- (21.) If the Company construct any pier or abutment over any sewer of the corporation, the Company shall, if so required by the corporation, construct and maintain a good and sufficient culvert thereover, so as to afford access thereto for the purpose of repairs;
- (22.) Nothing in this Act shall interfere with the rights or powers of the corporation in relation to the making of new sewers and drains;
- (23.) All bridges for carrying the railway over public roads or streets shall be constructed and maintained as far as practicable water-tight;
- (24.) The Company shall, when required by the corporation, inclose with walls or suitable fencing all lands belonging to the Company not used in the construction of the railway, in order to fence off the same respectively from the streets adjoining;
- (25.) Whenever in the construction of a bridge under the powers of this Act over any street a recess is left in such street under such bridge the Company shall on the request of the corporation fence off or build up such recess;
- (26.) All bridges and viaducts upon which the railway is carried, and which are constructed under the powers of this Act, and are not screened from the streets by buildings, shall be constructed with parapets of not less than nine feet above the level of the upper surface of the rails;
- (27.) The abutments and foundations of all bridges over any public streets shall be carried to such a depth below the surface thereof as to allow the corporation to reconstruct, lay, or repair any existing sewer, watercourse, main or other pipe;
- (28.) Where any house or building is severed by the Company from other property, the Company shall, to the reasonable satisfaction of the corporation, build up and secure the severed end of such house or building;
- (29.) All diversions of streets shall be formed, sewered, drained, channelled, kerbed, paved, flagged, and completed, and all streets the surface of which shall be disturbed by the Company



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shall be restored to the reasonable satisfaction of the corporation ;

- (30.) All works to be executed by the Company under this section or in the borough shall be so executed at the cost in all respects of the Company, in accordance with the plans and sections so approved by the corporation, and under the superintendence and to the reasonable satisfaction of the engineer of the corporation, and the reasonable cost of such superintendence shall be paid by the Company to the corporation ;
- (31.) The Company and the corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the company for the protection of the corporation, and for the execution by the corporation of any such works and the acquisition of land therefor ;
- (32.) If any difference arise between the Company and the corporation touching anything that is to be done or not to be done or any moneys (other than tolls) to be paid under the provisions of this section, such difference shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President for the time being of the Institution of Civil Engineers, and the costs of the reference shall be borne as he shall direct.

For the protection of the corporation of Blackpool.

**37.** For the protection of the mayor aldermen and burgesses of the borough of Blackpool (herein-after called "the corporation") be it enacted as follows :

1. In this section "street" includes any public highway road bridge lane footway square court or passage whether a thoroughfare or not "the borough" means the borough of Blackpool "the town clerk" and "the borough surveyor" mean respectively the town clerk and the surveyor of the borough ;
2. Before the Company shall break up any street within the borough they shall give to the corporation notice thereof in writing and such notice shall be delivered to the town clerk at the town hall Blackpool not less than fourteen days before commencing the works ;
3. Before the Company shall commence any works within the borough which works shall cause any temporary diversion of any street such diversion shall be approved of by the borough surveyor and the Company shall before commencing any such works at their own expense make such

arrangements for the passage of traffic as the corporation shall require;

4. The Company shall at their own expense during the construction of the railway at all times fence and guard and at night cause to be lighted and watched any street sewer or drain opened or broken up by them within the borough and also every diversion thereof respectively;
5. The Company shall at their own expense provide and maintain to the satisfaction of the corporation sufficient over head footbridges with sufficient handrails thereto where the proposed line will cross the following public footpaths in the borough for the purpose of carrying the same respectively over the railway namely (a) The two public footpaths leading respectively from Princess Street near the gasworks and from Revoe Road near Old Bethesda Chapel to Revoe Farm (b) The public footpath known as Bonnys Lane leading from Chapel Street and Bonnys Farm to Whitegate Lane and (c) The public footpath leading from Warbrick Road near the end of Derby Road across the fields in a north-easterly direction to Warbrick Road beyond the Gynn at or near the Hill Farm. The said bridges shall be in such positions as may be mutually agreed upon between the corporation and the Company or in case of dispute as may be settled by arbitration in manner provided by this section;
6. The several bridges carrying any street over the railway within the borough together with the approaches to such bridges shall (excepting in the case of Cow Gap Lane Revoe Road Hornby Road and Adelaide Street) be of an uniform width between the parapets or fences of not less than thirty-five feet;
7. The bridge carrying the street known as Cow Gap Lane over the railway together with the approaches to such bridge shall be of an uniform width between the parapets or fences of not less than forty-five feet;
8. The bridge carrying the road or street known as Revoe Road over the railway together with the approaches to such bridge shall be of an uniform width between the parapets or fences of not less than forty-two feet and true in the present position and direction of that road;
9. The bridge carrying the railway over Warbrick Road beyond the Gynn Inn shall be of an uniform width of forty-five feet between the abutments and the excess of width beyond the present width of the road shall be dealt with in such manner as shall be approved in writing by the corporation under the hand of their town clerk;



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10. The Company shall carry Hornby Road and Adelaide Street over the railway by bridges and approaches of the full width of those streets respectively ;
11. Proper footpaths on each side of the roadway over all the aforesaid bridges and approaches shall be formed and maintained by the Company of a width equal in each case to one-fifth of the width of the street ;
12. No highway or public road within the borough shall be deviated laterally without the approval in writing of the corporation under the hand of the town clerk ;
13. All widenings alterations and diversions of streets shall be formed sewered drained channelled kerbed paved flagged and completed and all streets the surface of which shall be disturbed by the Company shall be restored and the surface of the street on all railway bridges and the approaches thereto respectively shall be maintained and repaired from time to time to the reasonable satisfaction of the corporation and if the Company make default therein after receiving one month's notice in that behalf signed by the town clerk the corporation may execute the necessary work and recover the cost thereof from the Company in any court of competent jurisdiction ;
14. The man-hole of the inland main sewer in Revoe Road shall be carried up to the surface of the approach roadway at the cost of the Company and all interference with this sewer or any sewer to or from the same or the man-holes thereof shall be done at the expense of the Company to the satisfaction of the corporation and under the supervision of their engineer or surveyor and all other sewers interfered with shall be diverted along the railway line or otherwise at the like expense and to the like satisfaction and under the like supervision and in the event of any such interference or diversion necessitating the enlargement by the corporation of any existing sewer or the construction by them of any additional sewer the expense of any such enlargement or construction shall be borne by the Company ;
15. The Company shall construct and maintain a twelve-foot span bridge over and with a brick invert under Spen Dyke the level of such invert to be approved in writing by the corporation under the hand of the town clerk ;
16. In the event of the Company not requiring to take for the purposes of their undertaking the land belonging to the corporation near Spen Dyke on the east side of the proposed railway the Company shall construct in a situation to be approved by the corporation a bridge with a roadway there-

under or thereover (as the case may be) and approaches thereto respectively thirty-five feet in width either under or over their railway as may be required by the corporation but in no case below the present bank level of Spen Dyke ;

17. There shall be reserved to the corporation out of any conveyance by them to the Company of any lands of the corporation near Spen Dyke full and free liberty right and easement for the corporation if and when they shall so require to make and for ever maintain in over and upon such lands a street not less than forty-two feet wide with all necessary bridges piers abutments and other works thereto for the purpose of continuing the road in the borough known as Rigby Road in an easterly direction which street shall be of such form and construction (so far as the same may be over such lands) as may be mutually agreed upon between the corporation and the Company or in case of dispute as may be settled by arbitration in manner provided by this section Provided always that such street so far as the same may be constructed on the east side of the railway and for a distance of ten yards on the west side of the railway measuring from the present proposed centre line shall be carried on girders or arches so as to interfere as little as may be with any proposed sidings ;
18. The Company shall if and when required by the corporation and at their reasonable expense and for their accommodation lay down and maintain on the west side of the railway in such situations and of such dimensions and form and communicating with the railway in such manner as may respectively be mutually agreed upon between the corporation and the Company or in case of dispute as may respectively be settled by arbitration in manner by this section provided proper rails sidings points and junctions on all or any of the lands in the borough numbered respectively 108 109 110 and 112 on the deposited plans and books of reference The said sidings shall for all purposes of tolls be deemed a part of the railway ;
19. The said railway where constructed in tunnel within the boundaries of the said borough shall be so ventilated as not to cause any nuisance to the public in the vicinity of the said railway ;
20. The railway where proposed to be constructed in tunnel beneath Queen Street shall be carried in tunnel or covered way beneath the said street the full width thereof ;



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21. Satisfactory provision shall be made by the Company upon their own premises and not in the street for conveyances setting down and taking up passengers at the Company's stations and also for luggage carts or waggons delivering and receiving luggage goods or parcels thereat so that there may be no unnecessary interference with the street traffic ;
22. The provisions of sections 18 to 23 (both inclusive) of the Railways Clauses Consolidation Act 1845 shall extend and apply to the gas mains pipes and apparatus of the Corporation and to the corporation in respect thereof as though the corporation were a gas company or society ;
23. If by reason of the exercise by the Company of any power granted to them under this Act any additional gas mains pipes sewers or drains or any increased length or capacity thereof respectively be rendered necessary the same shall be respectively provided laid and constructed by the corporation at the cost of the Company ;
24. If by reason of the exercise by the Company of any powers granted them under this Act the corporation shall at any time incur any additional cost in repairing or altering any gas main pipe or apparatus or any sewer or drain such additional cost shall be repaid by the Company to the corporation ;
25. Before the Company interfere with any existing sewer or drain they shall to the reasonable satisfaction of the corporation and at the cost of the Company and in accordance with plans and sections to be previously submitted to and reasonably approved of by the corporation construct a sufficient substituted sewer or drain and connect the same with the sewer or drain so interfered with ;
26. If the Company construct any pier or abutment over any sewer of the corporation the Company shall if so required by the corporation construct and maintain a good and sufficient relieving arch thereover so as to afford access thereto for the purpose of repairs ;
27. Nothing in this Act shall interfere with the rights or powers of the corporation in relation to the making of new sewers and drains Provided always that if any such new sewers or drains be carried across the railway the outside of the sewer or drain at the top shall be laid at a depth of not less than three feet below the top of the metals of the railway ;
28. The Company shall when required by the corporation inclose with walls or suitable iron fencing all lands belonging to the Company and not used in the construction of the said works



in order to fence off the same respectively from the streets adjoining and such walls or fences shall not be used for the posting of bills or for advertising purposes ;

29. Before the Company obstruct any street or road in the exercise of their powers under this Act they shall to the reasonable satisfaction of the corporation provide and thenceforward until such obstruction be removed maintain proper accommodation for the traffic along such street and access to houses and property therein and they shall cause such obstruction to be properly fenced and lighted ;
30. Where any house or building is severed by the Company from other property the Company shall to the reasonable satisfaction of the corporation build up and secure the severed end of such house or building ;
31. The Company shall from time to time pay to the corporation all sanitary and other municipal rates leviable by or payable to the corporation upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time when such lands or property respectively are acquired by the Company until the Company's works are completed and assessed to such municipal rates and the amount of such rates payable by the Company shall be computed according to the assessment of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down Provided always that the Company shall not be charged with or be liable to the payment of any such rates on any buildings or property which or part of which are required for the making of a new street or the widening or improving of any existing street as provided by this Act ;
32. All works affecting any public roads or sewers under the control of the corporation or otherwise pursuant to the provisions of this Act shall be executed and done to the reasonable satisfaction of the corporation and at the costs charges and expenses of the Company and the reasonable costs charges and expenses of the corporation occasioned by any act or proceedings of the Company in the construction of the works shall be defrayed by the Company ;
33. All moneys payable to the corporation under the provisions of this section shall be payable on demand and in default of such payment may be recovered by the corporation from the Company with full costs of suit in any court of competent jurisdiction ;



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34. Any difference which may arise between the Company and the corporation as to the true intent or meaning of this enactment or as to anything to be done or not to be done or any moneys to be paid thereunder shall be from time to time referred to and determined by an arbitrator to be appointed on the application of either party by the President for the time being of the Institute of Civil Engineers and the costs of the arbitration shall be in the discretion of the arbitrator.

Company to give notice before taking houses of labouring classes.

38. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more, occupied either wholly or partially 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 accommodation for persons of the labouring class to be displaced.

39. Before taking in any parish fifteen houses or more occupied, either wholly or partially, by persons belonging to the labouring classes as tenants or lodgers who may for the time being be 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 persons otherwise agree) procure sufficient accommodation elsewhere for such 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.

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

40. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of twenty-four thousand nine hundred and fifty-six pounds thirteen shillings and fourpence Three per Centum Consolidated Bank Annuities, being five per centum upon the amount of the estimate in respect of the railway has been paid into the name of Her Majesty's Paymaster-General on account of the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act,

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

41. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers, then and in every such case the deposit fund or so much thereof as shall not have been paid or transferred to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway or any portion thereof, or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation has been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit, and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty,

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and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer, in such manner as the Chancery Division thinks fit to order, on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Chancery Division, if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided, that until the deposit fund has been repaid or re-transferred to the depositors, or has become otherwise applicable as hereinbefore mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the depositors.

Period for completion of works.

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

Tolls for passengers and animals.

**43.** The Company may demand and take in respect of the use of the railway any tolls not exceeding the following (that is to say):—

In respect of passengers and animals conveyed on the railway:

For every person conveyed in or upon any carriage, the sum of twopence per mile; and if conveyed in or upon any carriage belonging to the Company an additional sum of one penny per mile;

In respect of animals conveyed on the railway:

For every horse, mule, or other beast of draught or burden, threepence per mile; and if conveyed in or upon any carriage belonging to the Company an additional sum of one penny per mile;

For every ox, cow, bull, or head of neat cattle, the sum of twopence per head per mile; and if conveyed in carriages belonging to the Company an additional sum of one penny per mile;

For every calf, pig, sheep, lamb, and other small animal, one penny each per mile; and, if conveyed in carriages belonging to the Company, an additional sum of one half-penny per mile;

In respect of goods conveyed on the railway:

For all coal, slack, coke, culm, charcoal, cannel, limestone, chalk, lime, salt, sand, fireclay, cinders, ashes, dung, compost, and all sorts of manure, and all undressed

Tolls for goods.

materials for the repair of public roads or highways per ton per mile not exceeding one penny; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny;

For all ironstone, iron ore, pig iron, bar iron, rod iron, sheet iron, hoop iron, plates of iron, slabs, billets, and rolled iron, bricks, slag, and stone, stones for building, pitching, and paving, tiles, slates, and clay (except fire-clay), and for wrought iron not otherwise specifically classed herein, and for heavy iron castings, including railway chairs, per ton per mile not exceeding twopence; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one half-penny;

For all sugar, grain, corn, flour, hides, dye-woods, Manchester packs, earthenware, timber, staves, deals, and metals (except iron), nails, anvils, vices, and chains, iron hurdles, and for light iron castings, per ton per mile not exceeding twopence; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny;

For cotton and other wools, drugs, rags, and manufactured goods, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile not exceeding threepence; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny;

For every carriage, of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform belonging to the Company, not exceeding sixpence per mile; and one penny halfpenny per mile for every additional quarter of a ton which any such carriage may weigh.

44. The toll which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal, or for each ton of goods, in addition to the several other tolls or sums by this Act authorised to be taken.

Tolls for propelling power.

45. The following provisions and regulations shall apply to the fixing of all tolls and charges under this Act (that is to say):—

Regulations as to tolls.

For all passengers, animals, or goods conveyed on the railway for a less distance than three miles the Company may demand tolls and charges as for three miles;

Short distances.



<p>A.D. 1884.</p> <p>Fractional parts of a mile.</p>	<p>For a fraction of a mile beyond three miles, or beyond any greater number of miles, the Company may demand tolls and charges for passengers as for one mile, and for animals and goods for such fraction in proportion to the number of quarters of a mile contained therein, and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile ;</p>
<p>Fractional parts of a ton.</p>	<p>For a fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton ;</p>
<p>General weight.</p>	<p>With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight ;</p>
<p>Weight of stone and timber.</p>	<p>With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.</p>
<p>Tolls for small parcels and articles of great weight.</p>	<p><b>46.</b> With respect to small parcels not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding the weights prescribed by this Act, the Company may demand and take any tolls not exceeding the following (that is to say) :—</p> <p>For the carriage of small parcels on the railway, as follows :</p> <p style="padding-left: 20px;">For any parcel not exceeding seven pounds in weight, three-pence ;</p> <p style="padding-left: 20px;">For any parcel exceeding seven pounds and not exceeding fourteen pounds in weight, fivepence ;</p> <p style="padding-left: 20px;">For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight, sevenpence ;</p> <p style="padding-left: 20px;">For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight, ninepence ;</p> <p style="padding-left: 20px;">For any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight, the Company may demand any sum which they think fit :</p> <p>Provided always, that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but that term shall apply only to single parcels in separate packages ;</p> <p>For the carriage of single articles of great weight :</p> <p style="padding-left: 20px;">For the carriage of any iron boiler, cylinder, or single piece of machinery, or single piece of timber or stone, or other single article, the weight of which, including the carriage, shall exceed four tons, but shall not exceed eight tons, the</p>



Company may demand any such sum as they think fit, not exceeding sixpence per ton per mile; A.D. 1884.

For the carriage of any single piece of timber, stone, machinery, or other single article, the weight of which, with the carriage, shall exceed eight tons, the Company may demand such sum as they think fit.

**47.** The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway, including the tolls for the use of the railway, and for carriages and locomotive power, and every other expense incidental to such conveyance, shall not exceed the following (that is to say) :— Maximum rates for passengers.

For every passenger conveyed in a first-class carriage, the sum of threepence per mile;

For every passenger conveyed in a second-class carriage, the sum of twopence per mile;

For every passenger conveyed in a third-class carriage, the sum of one penny per mile.

**48.** The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railway, including the tolls for the use of the railway and for waggons and trucks, or locomotive power, and every other expense incidental to the conveyance, except a reasonable charge for loading and unloading of goods at any terminal station in respect of such goods, and for delivery and collection, and any other service incidental to the business or duty of a carrier (where any such service is performed by the Company), shall not exceed the following sums (that is to say) :— Maximum rates for animals and goods.

For every horse, mule, or other beast of draught or burden, fourpence per mile;

For cattle, threepence per head per mile;

For calves, pigs, sheep, and small animals, one penny per mile;

For all coal, coke, and other articles herein-before classed therewith, one penny halfpenny per ton per mile;

For all ironstone, iron, and other articles herein-before classed therewith, twopence halfpenny per ton per mile;

For all sugar, grain, and other articles herein-before classed therewith, threepence per ton per mile;

For all cotton and other articles herein-before classed therewith, fourpence per ton per mile;

And for every carriage, of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or



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platform, per mile sixpence, and one penny halfpenny for every additional quarter of a ton which any such carriage may weigh.

Passenger's luggage.

**49.** Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof.

Terminal station.

**50.** No station shall be considered a terminal station in regard to any goods conveyed on the railway except such goods have been received thereat direct from the consignor, or are directed to be delivered thereat to the consignee.

Foregoing charges not to apply to special trains.

**51.** The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway, in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Company may take increased charges by agreement.

**52.** Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto, or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains.

Classification table of goods to be open to inspection and copies kept for sale.

**53.** The book tables or other document in use for the time being, containing the general classification of goods carried by goods or merchandise train on the railway shall, during all reasonable hours, be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling.

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

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

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

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Penalty.

**54.** The Company on the one hand, and the Manchester Sheffield and Lincolnshire Railway Company, on the other hand, may, subject to the provisions of Part III. of the Railways Clauses Act 1863, as amended or varied by the Regulation of Railways Act 1873, from time to time enter into and carry into effect contracts and agreements for and with respect to the following purposes or any of them (that is to say) :—

Power to enter into working and traffic arrangements.

The working, use, management, and maintenance of the railway or any part thereof ;

The supply and maintenance during the continuance of any agreement for the working or use of the railway, or any part thereof, by the Manchester Sheffield and Lincolnshire Railway Company, of engines, stock, and plant necessary for the purposes of any such agreement, and the employment of officers and servants for the conveyance and conduct of traffic on the railway ;

The payments to be made and the conditions to be performed with respect to such working, use, management, and maintenance ;

The interchange, accommodation, transmission, conveyance, and delivery of traffic coming from or destined for the railways of the contracting companies ;

The levying, fixing, division, and appropriation of the tolls, fares, rates, charges, receipts, and revenues levied, taken, or arising from that traffic ;

The rents, payments, allowances, and rebates to be paid, made, or allowed by either of the contracting companies to the other or others of them for or on account of any of the matters to which the contract or agreement relates.

**55.** During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railway or any part thereof by any other company, the railway of the Company and of such other company shall, for the purposes of short distance tolls and charges, be considered as one railway ; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Company and partly on the railway of such other company for a less distance than three miles, tolls and charges may only be charged as for three miles, and in

Tolls on traffic conveyed partly on the railway and partly on other railway.



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respect of passengers for every mile or fraction of a mile beyond three miles, tolls and charges as for one mile only, and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges for a quarter of a mile only, and no other short distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railway of the Company and partly on the railway of such other company.

Interest not to be paid on calls paid up.

**56.** No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of 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.

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

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

Provision as to general Railway Acts.

**58.** 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 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 authorised by this Act.

Costs of Act.

**59.** 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.