



## CHAPTER xciv.

An Act for conferring further Powers on the Lancashire and Yorkshire Railway Company with relation to their own undertaking and undertakings in which they are jointly interested and for other purposes. [16th July 1885.] A.D. 1885.

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

- To make and maintain the railways and works herein-after described; General purposes of Act.
- To alter the levels of a portion of their authorised railway from Hindley to Pendleton;
- To widen and improve a certain portion of their railway;
- To abolish certain level crossings of their railways and otherwise to deal with certain roads and footpaths connected with their undertaking;
- To purchase and acquire and hold additional lands for the erection thereon or on some part or parts thereof of locomotive and other works and for the purposes of their undertaking generally;
- To raise capital for the purposes of this Act and also to raise additional capital for the improvement and enlargement of their railways stations and works and the construction of new stations and sidings and for the providing of additional rolling stock and other the general purposes of their undertaking; and Additional capital.
- To make further provisions with respect to the contribution towards the funds of any provident society established by persons employed by the Company:

And whereas by the Lancashire and Yorkshire Railway Act 1884 the Company were authorised to make a new road at Formby in the township of Formby in the parish of Walton-on-the-Hill and on the completion thereof to abolish the level crossings of their railway in

[Ch. xciv.] *Lancashire and Yorkshire Railway* [48 & 49 Vict.]  
Act, 1885.

A.D. 1885. that township and it is expedient that the said new road should be varied in the manner herein-after mentioned :

And whereas by the Lancashire and Yorkshire Railway Act 1883 (herein-after referred to as "the Act of 1883") the Company were authorised (sub-section (f) of section 27) to make a new street in the city of Liverpool from Edmund Street to Saint Paul's Square to the west of the Company's Exchange Station and to stop up certain portions of Edmund Street and Prussia Street (sub-sections (m) (2) and (3) of section 27) but it was also provided by the same Act (section 31 sub-section (1)) that they should not stop up appropriate or obstruct the traffic in Edmund Street from the west side of the said Exchange Station eastwards or Prussia Street from the west side of that station to Pall Mall until they should form and dedicate to the public a new street forty feet in width in direct line with Bixteth Street from Ormond Street to Edmund Street and a new street along the west side of the Exchange Station not less than thirty feet in width from Edmund Street to Saint Paul's Square :

And whereas the mayor aldermen and citizens of the city of Liverpool (in this Act called "the Liverpool Corporation") are promoting a Bill in Parliament to obtain power to make a new street in continuation of Bixteth Street when widened to Edmund Street aforesaid which will render unnecessary the construction by the Company of the said new street from Edmund Street to Saint Paul's Square and it is expedient that if the Liverpool Corporation obtain that power the Company should be relieved from the necessity to construct that street and that the said sub-section (f) of section 27 and so much of the said sub-section (1) of section 31 as relates to the making of the last-mentioned street should be repealed :

And whereas the undertaking of the Preston and Wyre Railway Harbour and Dock Company is vested in the Company and the London and North-western Railway Company (in this Act called "the two companies") in the proportion of two-third parts thereof in the Company and one-third part thereof in the London and North-western Railway Company and the said undertaking is managed by a committee appointed by the two companies and called the "committee of management" and it is expedient that the two companies should be empowered to widen and improve the portion in this Act described of the Preston and Wyre Railway and to alter the roads and execute the other works and acquire the lands and exercise the other powers in this Act mentioned in connexion with the said railway :

And whereas it is expedient that the further powers herein-after contained should be conferred upon the Company with respect to the sale or other disposal of lands acquired by them which are not or eventually may not be required for the purposes of their undertakings:

A.D. 1885.

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

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

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

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

1. This Act may be cited as the Lancashire and Yorkshire Railway Act 1885. Short title.

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

The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883;

The Railways Clauses Consolidation Act 1845; and

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

3. Subject to the provisions of this Act the provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say): Extending certain provisions of the Companies Clauses Consolidation Acts.

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

[Ch. xciv.] *Lancashire and Yorkshire Railway* [48 & 49 Vict.]  
Act, 1885.

A.D. 1885.

The payment of subscriptions and the means of enforcing the payment of calls ;  
The forfeiture of shares for non-payment of calls ;  
The remedies of creditors of the Company against the shareholders ;  
The borrowing of money by the Company on mortgage or bond ;  
The conversion of borrowed money into capital ;  
The consolidation of shares into stock ;  
The making of dividends ;  
The giving of notices ;  
The provision to be made for affording access to the special Act by all parties interested ; and  
Parts I. II. and III. of the Companies Clauses Act 1863 relating respectively to the cancellation and surrender of shares to additional capital and to debenture stock ;  
shall be applicable to the capital and moneys hereby authorised to be raised by shares or stock or mortgage and to the proprietors thereof.

Interpretation.

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

The expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

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

Power to make railways &c.

5. Subject to the provisions of this Act the Company may make and maintain wholly in the county of Lancaster in the lines and according to the levels shown on the deposited plans and sections the railways and works in this section described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands

delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes and may stop up and divert such streets roads and footpaths as are shown on the deposited plans of the said railways as intended to be stopped up or diverted respectively ;

- (1.) A railway (Railway No. 1) 6 furlongs 3 chains in length commencing in the township of Pendlebury in the parish of Eccles by a junction with the Company's Manchester and Bolton Railway and terminating in the township of Pendleton in the said parish by a junction with the Hindley to Pendleton Railway authorised by the Lancashire and Yorkshire Railway Act 1883 at a point on that railway marked 12 miles 1 furlong or thereabouts on the plans relating to the said Hindley to Pendleton Railway deposited with the clerk of the peace for the county of Lancaster in the month of November 1882 for the purposes of the said Act.
- (2.) A railway (Railway No. 2) 1 mile 2 furlongs 7·5 chains in length commencing in the said township of Pendlebury and parish of Eccles at or near to a point marked 10 miles 4 furlongs upon the said deposited plans relating to the said Hindley to Pendleton Railway and terminating in the said township of Pendleton and parish of Eccles by a junction with the Railway No. 1 herein-before described in a field belonging or reputed to belong to John Knowles.
- (3.) A railway (Railway No. 3) 3 miles 4 chains in length commencing in the township of Pemberton in the parish of Wigan by a junction with the Company's Liverpool and Bury Railway and terminating in the township of Ince-in-Makerfield in the said parish of Wigan by a junction with the said Liverpool and Bury Railway at or near to the bridge carrying that railway over the public road leading from Ince to Hindley at Amberswood Common.
- (4.) A railway (Railway No. 4) 3 furlongs 6·75 chains in length commencing in the township of Horwich in the parish of Dean by a junction with the Company's Horwich Branch Railway at the point where the Liverpool Corporation conduit pipes pass under that railway and terminating in the township of Blackrod in the parish of Bolton-le-Moors by a junction with the Bolton and Preston section of the North Union Railway at Ridgeways coal-pit bridge.
- (5.) A railway (Railway No. 5) 1 mile 1 furlong 4·75 chains in length commencing in the township of Penwortham in the parish of Penwortham by a junction with the North Union Railway at

[Ch. xciv.] *Lancashire and Yorkshire Railway* [48 & 49 Vict.]  
Act, 1885.

A.D. 1885.

or near the bridge carrying Bee Lane over that railway and terminating in the township of Farington in the said parish of Penwortham by a junction with the Liverpool Ormskirk and Preston line of the Company near the level crossing by Moss Lane of the said last-mentioned railway.

- (6.) A railway (Railway No. 6) 7 furlongs 2·25 chains in length commencing in the said township of Penwortham by a junction with the said North Union Railway at or near to the bridge carrying Bee Lane aforesaid over the said North Union Railway and terminating in the said township of Farington by a junction with the railway lastly herein-before described at a point about one hundred yards measured along Church Lane in a north-westerly direction from the bridge carrying the said Liverpool Ormskirk and Preston line of the Company over that lane :

Provided that the Company shall not under the powers of this Act purchase or acquire for the purposes of the said Railway No. 3 a greater quantity of Amberswood Common in the township of Ince-in-Makerfield and parish of Wigan than two acres.

And in connexion with Railway No. 1 :

- (a.) They may make a new road commencing at a point in the footpath crossing Park House Bridge about 140 yards west of the centre of that bridge and terminating by a junction with Langley Road ;
- (b.) So soon as such new road shall be completed and open to the public the Company may stop up and extinguish all rights of way over the existing road and footpath between the said points of commencement and termination of the said new road.

Railways to form part of the Lancashire and Yorkshire Railway.

6. Subject to the provisions of this Act the railways and the works connected therewith herein-before described shall for the purposes of toll and all other purposes whatsoever be part of the Lancashire and Yorkshire Railway.

Period for completion of railways.

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

Penalty unless railways are opened within the time limited.

8. If the Company fail to complete the railways which they are herein-before authorised to construct within the period limited by this Act the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until

the railway in the completion of which default is made is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such railway and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the solicitor of Her Majesty's Treasury and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control. Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

A.D. 1885.

9. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit and if no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the said division thinks fit to order on the application of the solicitor to Her Majesty's Treasury

Application  
of penalty.

A.D. 1885. and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

For the protection of the corporation of Manchester.

10. Whenever in execution of the powers in this Act contained in relation to the Railways No. 1 and No. 2 in the parish of Eccles by this Act authorised it shall be necessary either temporarily or permanently to alter or interfere with or disturb any of the water mains or pipes or apparatus belonging to the mayor aldermen and citizens of the city of Manchester (in this section called "the corporation") the same shall be carried into effect by and under the direction of the corporation but at the expense in all respects of the Company.

The costs of procuring and laying any new mains pipes or other apparatus in substitution for those which may be rendered useless by such alteration shall be repaid to the corporation by the Company on demand.

For the protection of the trustees of the will of Meyrick Bankes.

11. The following provisions shall have effect for the protection and benefit of the trustees for the time being under the will of Meyrick Bankes late of Winstanley Hall in the county of Lancaster or other the owners or owner for the time being of the estates subject to the trusts of the said will or any part thereof (in this section referred to as "the owner") in relation to the construction of Railway No. 3 by this Act authorised and the works connected therewith (that is to say) :—

(1.) The Company shall erect construct and maintain a bridge to carry the said Railway No. 3 over Poolstock Lane numbered 80 on the deposited plans having a span of not less than the clear width of the existing road and footpaths with a headway of at least twenty feet between the kerbstones to the footpaths such bridge to be furnished with proper parapets and screens on either side the full width of the road and not less than six feet high ;

(2.) The abutment walls of the said bridge shall be parallel with the course or direction of the said road and the footpaths under the said bridge shall at all times as far as practicable be effectually protected from water droppings ;

(3.) The Company may divert the carriage drive leading from Poolstock Lane to Shelley House situate at a point six furlongs four chains from the commencement of Railway No. 3 as shown on the deposited plans and shall make and construct in lieu



thereof a good and sufficient entrance to such carriage drive from Poolstock Lane on the south side of the said railway with proper and sufficient entrance gates and posts so that the same carriage drive may be equally as convenient in every respect as the existing drive ;

- (4.) The Company shall not stop up divert or interfere with the existing colliery tramway of the owner leading from the Winstanley Colliery to the Leeds and Liverpool Canal at Wigan but shall erect construct and maintain a bridge to carry the railway across such colliery tramway such bridge to be of the clear width of twenty feet and eighteen feet high and to be made drop dry as far as practicable ;
- (5.) The Company shall purchase the land of the owner situate on the north side of the railway and numbered 14 and 17 on the deposited plans which will be severed by the said railway from the other land of the owner at such price as may be agreed upon between the owner and the Company or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Acts ;
- (6.) The Company shall erect construct and maintain two brick or stone bridges the first to connect at four furlongs the land numbered on the deposited plans 22 in the township of Pemberton and the second in the piece of land numbered on such plans 35 in the same township such bridges respectively to be not less than thirty feet clear width and the first of such bridges to have a clear headway of sixteen feet and the second to have a clear headway of eighteen feet such bridges to be made as far as practicable drop dry ;
- (7.) In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting the present drainage of any of the estate of the owner or the outfalls thereof or the passage or escape of flood water therefrom as freely as at present the Company shall at their own expense restore and make good such drainage or outfalls and provide for the passage or escape of such flood water as freely as at present to the reasonable satisfaction of the owner and if by reason of the execution of any works by the Company any drainage arrangements shall be rendered more difficult expensive or inconvenient to the owner or to any of his lessees or tenants full compensation shall be made to him and them by the Company ;
- (8.) Nothing in this section contained shall prejudice abridge lessen or defeat the right of the owner or his tenants to

A.D. 1885.

compensation for land acquired from or injury or depreciation in value occasioned to him or them by severance or otherwise by or in consequence of the works of the Company;

- (9.) Provided that in estimating any compensation payable for injury occasioned to him or them in consequence of the works of the Company the accommodation and other works constructed or provided by the Company for his or their protection shall be taken into account.

For the protection of the Pemberton Local Board.

12. The following provisions shall unless otherwise agreed in writing between the Company and the local board for the district of Pemberton (in this section referred to as "the local board") have effect for the protection and benefit of the local board in relation to the construction of Railway No. 3 and the works connected therewith (that is to say):—

- (1.) The Company shall in the construction of the said Railway No. 3 make and maintain a bridge for the purpose of carrying Little Lane across such railway the said bridge to be of such a width that the road over the same and the approaches thereto on either side may be not less than thirty feet in the clear between the parapet walls on either side and such parapet walls shall be of the height of six feet above the footway and be parallel to the course or direction of the centre of the said road and the inclination of the road shall notwithstanding anything shown on the deposited plans and sections in no part be steeper than 1 in 23;
- (2.) The Company shall forthwith on the said alteration of road being made pave metal flag kerb and channel so much of the said road as shall have been altered and shall at all times maintain the same in a proper and efficient state and condition at their own expense and all such works shall be executed by the Company to the reasonable satisfaction of the surveyor for the time being of the local board;
- (3.) The provisions of sections 18 to 23 (inclusive) of the Railways Clauses Consolidation Act 1845 shall extend and apply to the water and gas mains pipes and appurtenances of the local board and to the local board in respect thereof as though the local board were a water or gas company or society: Provided always that the Company shall not under the powers of this Act raise the summit level of the said road over the said railway more than is shown on the deposited sections;
- (4.) Before the Company interfere with any existing sewer or drain they shall at their own cost and to the reasonable satisfaction of the local board or their surveyor for the time being

and in accordance with plans and sections to be previously submitted to and reasonably approved of by the local board construct a sufficient substituted sewer or drain and connect the same with the sewer or drain so interfered with ;

- (5.) The Company shall in the construction of the said Railway No. 3 make and construct a good and sufficient bridge for the purpose of carrying such railway over Warrington Road such bridge having a span of not less than forty feet clear width with a headway of at least seventeen feet and a bridge over Poolstock Lane of the clear width of the existing road with a headway of at least twenty feet over the roadway between the kerbstones of the existing footpaths such bridges to be furnished with proper parapets and screens on either side the full width of the road and abutment walls and not less than six feet high the abutments of the bridges to be placed parallel to the centre of the said roads ;
- (6.) The roads under the said bridges respectively shall at all times as far as practicable be effectually protected from water droppings ;
- (7.) Provided always that in the construction of the said bridge over Warrington Road and for the purpose of giving the headway of seventeen feet the level of the portion of the said road under and adjacent to such bridge shall not be lowered more than three feet nine inches and the inclination thereof shall notwithstanding anything shown on the said sections not be of a steeper gradient than 1 in 40 on the south side and 1 in 450 on the north side falling north and so much of the said roads and the footways thereof as shall have been altered shall upon the execution of the works by this Act authorised be paved metalled flagged kerbed and channelled and put in a proper and efficient state and condition by and at the expense of the Company and to the reasonable satisfaction of the local board or their surveyor for the time being and the provisions in this section before contained shall have effect and apply to all gas water or sewer pipes belonging to the local board and lying in or under either of the said roads ;
- (8.) In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting the present drainage of any property belonging to the local board or of any roads under their jurisdiction or the outfalls of such property or the passage or escape of flood water therefrom as freely as at present the Company shall at their own expense restore and make good such drainage or outfalls and provide for the

A.D. 1885.

passage or escape of such flood water as freely as at present to the reasonable satisfaction of the local board and their engineer for the time being and if the Company shall make default in so doing they shall pay the local board full compensation for any damage or injury sustained by them by or in consequence of such default;

- (9.) If any difference arise between the local board and the Company in relation to this section such difference shall be determined by an engineer to be agreed upon by the local board and the Company and in default of agreement by an engineer to be appointed on the application of either of the parties in difference by the President for the time being of the Institution of Civil Engineers and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall so far as they are applicable in that behalf extend and apply to every such reference.

For the protection of  
John Fowden Hodges.

**13.** For the protection of the settled estates in the township of Pemberton of which John Fowden Hodges is or claims to be a tenant for life under a settlement dated the twenty-ninth day of August 1864 and of the said John Fowden Hodges his sequels in estate or other the owner or owners thereof for the time being all of whom are in this section included under the expression "the owner" the following provisions shall have effect (that is to say):

- (1.) The Company before they commence to construct any works in connexion with Railway No. 3 by this Act authorised in any part of the said estate or to interfere with Poolstock Lane shall purchase the buildings on the lands numbered 81 to 84 both inclusive on sheet 5 of the deposited plans relating to the said township and shall not block up the approach from Poolstock Lane to the other lands of the owner in the said township unless and until they shall have made another approach equally convenient to the reasonable satisfaction of the owner;
- (2.) The Company before they open the said loop line for public traffic shall construct and maintain to the reasonable satisfaction of the owner and at such point in each of the said fields as he shall by notice in writing addressed to the Company at their principal office require a bridge having a span of not less than twenty-five feet and a height above the surface of the ground not less than sixteen feet or if the Company elect they may in place of constructing a bridge purchase the land severed from the owner's estate;
- (3.) If any difference arise between the Company and the owner in relation to anything to be done under this section such

difference shall be determined by an arbitrator to be agreed on between the parties or in default of agreement to be appointed on the application of either of the parties by the President for the time being of the Institution of Civil Engineers.

A.D. 1885.

14. Notwithstanding anything to the contrary in this Act contained or shown on the deposited plans relating to loop line Pemberton to Hindley the following provisions shall apply for the protection of the trustees of the Westwood estate in the said township of Ince-in-Makerfield and of Humphrey Jeffrey Walmesley as tenant for life of such estate or other the owner or owners for the time being of that estate (all of whom are included under the expression "the owner" when used in this section) save so far as may be otherwise from time to time agreed in writing between the owner and the Company that is to say :

For the protection of the trustees and tenant for life of the Westwood estate in the township of Ince-in-Makerfield.

- (1.) The plan signed in duplicate by Elias Dorning on behalf of the Company and by Edward Garlick on behalf of the owner is in this section referred to as "the plan";
- (2.) Within twelve months after the passing of this Act the Company shall purchase and the owner shall sell to the Company the pieces coloured red on the plan of the lands respectively numbered on the deposited plans 102, 104, 108, 110, 112, 113 and 114 in the said township ;
- (3.) The Company shall not enter upon take or use otherwise than by agreement any more of the said estate than the said pieces of land so coloured red on the plan ;
- (4.) The provisions of the Railways Clauses Consolidation Act 1845 with respect to the mines lying under or near the railway shall extend and apply to and in relation to the mines lying under or near the lands so to be purchased from the owner ;
- (5.) The Company shall not in the construction or maintenance of the railway through the said estate deviate vertically from the section of the railway as shown on the deposited sections more than two feet in the said lands numbered 112, 113 and 114 nor more than one foot in any other lands so to be purchased from the owner except with the previous consent in writing of the owner ;
- (6.) The Company shall in constructing their said railway and works construct and afterwards maintain the following bridges for carrying the railway over the roads intended to be constructed under such bridges for the owner namely one flat girder bridge having throughout a span of not less than twenty-five feet and a height above the level of the roadway under the bridge to the underside of the girder of not less than sixteen feet at such

A.D. 1885.

point in the said lands respectively numbered on the deposited plans 102 and 104 as may be required by the owner by notice in writing sent to the Company at their principal office and one flat girder bridge having throughout a span of not less than thirty feet and a height above the level of the roadway under the bridge to the underside of the girder of not less than sixteen feet at such point in the lands respectively numbered on the deposited plans 108, 110, 112, 113, and 114 in the said township as may be required by the owner by such notice as aforesaid and the Company shall also construct on land to be provided by the owner occupation roads of five yards in width respectively for agricultural purposes and having an inclination of not more than 1 in 25 on each side of the railway for the distance of not less than one hundred yards from the easterly end of the last-mentioned bridge;

- (7.) The Company shall also whenever the land belonging to the owner on the south side of the railway becomes adapted or appropriated for building manufacturing or trading purposes construct and thereafter maintain another flat girder bridge for carrying the railway over a road to be constructed under such bridge by the Company for the owner having throughout a span of not less than thirty feet and a height above the level of the roadway under the bridge to the underside of the girder of not less than sixteen feet at such other point in the said lands respectively numbered on the deposited plans 108, 110, 112, 113 and 114 as may be required by the then owner of the said land on the south side of the railway by such notice as aforesaid;
- (8.) The roadway approaches to each of the said bridges shall have an inclination of not more than 1 in 25 and a width of not less than thirty feet and the land for the said approaches shall be provided by the owner and the said approaches and the roadway under the said bridges respectively shall be formed drained metalled and completed by the Company;
- (9.) The said bridges shall be constructed and maintained as far as practicable so as to prevent the dropping of water on the road and footways beneath;
- (10.) The Company in constructing the railway across the Leigh branch of the Leeds and Liverpool Canal numbered on the deposited plans 106 in the said township shall not interfere with or prejudice the right of the owner to a turnbridge over the said canal nor with the free and convenient user of such turnbridge by the owner and those entitled to such user and if in the construction of the railway the Company shall interfere with the existing foundations of the said turnbridge they shall forthwith

reconstruct the same on the northerly side of the railway to the satisfaction of the owner and the Leeds and Liverpool Canal Company;

(11.) The Company shall on the north side of the railway between the said branch canal and the eastern boundary of the said lands to be purchased from the owner construct and maintain a substantial iron-spiked fence not less than five feet six inches in height above the level of the said lands;

(12.) The Company shall construct and maintain at such depth below the surface of the ground as the owner shall by a like notice require a culvert to convey the waters of the Ince Brook under the railway and shall also construct and maintain all such drains and culverts as may be reasonably required to effectually drain under the railway that part of the said estate which adjoins the railway. The Company on receiving such notice may if they think fit construct a bridge instead of such culvert;

(13.) All the said works by this section prescribed and all works affecting the said estate shall be constructed and except the said occupation roads and the said approaches to the said bridges for ever maintained by and at the sole cost of the Company under the superintendence and to the reasonable satisfaction of the surveyor of the said estate;

(14.) If any difference arises between the owner and the Company touching this section or anything to be done or not to be done thereunder such difference shall be determined by arbitration by a surveyor to be appointed unless otherwise agreed on by the President for the time being of the Institution of Civil Engineers on the application of the owner or the Company and the costs of and incident to the arbitration shall be borne and paid as he shall direct.

**15.** For the protection of William Arthur Alphonsus Joseph Ince Anderton his successors and assigns (herein-after referred to as "the owner") the following provisions shall unless otherwise agreed between the owner and the Company have effect (that is to say):

For the protection of  
W. A. A. J.  
I. Anderton.

1. The Company shall make and for ever after maintain proper and substantial road bridges under Railway No. 3

(a.) At such point in the properties numbered on the deposited plans 146 and 147 in the township of Ince-in-Makerfield or in either or extending into both of those properties as the case may be as the owner may prescribe such bridge shall be constructed as a skew bridge and in

A.D. 1835.

such a direction parallel or nearly parallel to the Liverpool and Bury Railway of the Lancashire and Yorkshire Railway Company as the owner may prescribe ;

- (b.) At such a point on the easterly side of the existing Moss Hall Colliery Railway as the owner may prescribe ;
- (c.) At such a point on the westerly side of the existing Moss Hall Colliery Railway as the owner may prescribe ;
- (d.) At such a point in the properties numbered on the said plans 143 and 144 or one of them in the said township of Ince-in-Makerfield as the owner may prescribe ;

Every such bridge shall be of a single span of not less than thirty-six feet clear width in the direction of the intended street between the perpendicular foundation or abutment walls thereof and shall be constructed as a flat-topped girder bridge with a clear headway throughout the entire breadth of the span extending from the ground to the underside of the girders of such bridge which underside shall not be more than six feet below the level of the rails of railway shown on the deposited sections.

2. The Company shall carry the Railway No. 3 over the existing Moss Hall Colliery Company's Railway in the township of Ince-in-Makerfield by means of a flat-topped girder bridge of a single span with perpendicular foundation abutment walls having a clear width between such foundation abutment walls of not less than twenty-five feet and a clear headway similar in all respects to the headway herein-before described in regard to the four road bridges lastly herein-before provided.
3. The Company shall construct and for ever after maintain a good and sufficient culvert of such dimensions as the owner may reasonably prescribe under the Railway No. 3 for the purpose of draining the lands of the owner at that point
  - (a.) On the south-west side of the railway of the Moss Hall Colliery Company ;
  - (b.) On the north-east side of the railway of the Moss Hall Colliery Company ;and in either case such culvert shall be constructed at such precise point and in such line level and manner as the owner may determine.
4. Before interfering with the road leading from Moss Hall across Amberswood Common to the highway from Wigan to Hindley near the existing Amberswood bridge under the



A.D. 1885.

Liverpool and Bury Railway of the Company at or about the termination of Railway No. 3 the Company shall construct form and properly make and complete a substituted road of not less than twenty feet wide extending from the said highway to a point one hundred and sixty-five yards measured in a westerly direction along the existing road from the said highway and running parallel with and abutting upon the railway lands and property of the Company so as to afford an uninterrupted means of communication as convenient as that at present existing between the said common and bridge.

5. All the works acts and provisions hereby imposed upon the Company shall be performed and observed by the Company to the reasonable satisfaction of the owner.
6. All differences and questions in reference to the provisions of this section shall be determined by a single arbitrator to be appointed on the application of either party by the Board of Trade and the decision of the arbitrator shall be binding and the costs of the arbitration and award shall be in his discretion.
7. Nothing in this section shall in any way prejudice or affect any rights of the owner under any provisions of any of the Acts of Parliament which are wholly or partially incorporated with this Act or otherwise howsoever.

**16.** For the protection of the company of proprietors of the canal navigation from Leeds to Liverpool (in this section called "the Leeds and Liverpool Canal Company") the following provisions shall have effect (to wit):

Provisions  
for the Leeds  
and Liverpool  
Canal Com-  
pany.

(A.) The Railway No. 3 in the township of Ince-in-Makerfield in the parish of Wigan and the diversion of Aintree Lane at Fazakerley in the township of Aintree in the parish of Sefton both in the county of Lancaster shall be carried across the canal and towing-path works and lands of the Leeds and Liverpool Canal Company in the line and at the point of crossing respectively shown on the deposited plans and (unless with the consent of the Leeds and Liverpool Canal Company under their common seal) not elsewhere;

(B.) In carrying the railway and diversion of road across the canal towing-path works and lands of the Leeds and Liverpool Canal Company the Company shall not otherwise than by agreement with the Leeds and Liverpool Canal Company deviate from the line of the railway or from the line of the diversion of

A.D. 1885.

road as shown on the deposited plans or from the levels or mode of construction shown on the deposited sections ;

- (c.) The Company shall not otherwise than by agreement purchase or take any land of the Leeds and Liverpool Canal Company but the Company may purchase and take and the Leeds and Liverpool Canal Company may and shall sell and grant accordingly easements or rights of using the land required for the construction of the railway (with not more than two lines of rail) and the making of the bridge for such diversion of road in the lines shown on the deposited plans ;
- (d.) Nothing herein contained shall prevent the Company from entering upon the lands and works of the Leeds and Liverpool Canal Company when and for such periods as may be necessary for the fulfilment of the Company's obligations under this section ;
- (e.) The railway and diversion of road shall be carried over the canal and towing-path of the Leeds and Liverpool Canal Company and any approaches thereto by means of good and substantial bridges of brick stone wood or iron to be constructed by the Company at their own expense according to plans sections and specifications showing fully the mode of construction and materials to be used which shall be submitted for approval to the engineer of the Leeds and Liverpool Canal Company not less than one month previous to the work being commenced. Each of such bridges shall be constructed with perpendicular foundation walls and with only one opening or span of not less than sixty feet on the square over the entire width of the canal and towing-path and the clear height of the underside of the arch or (as the case may be) beams or girders of each such bridge above the top water level of the canal shall throughout the whole breadth of the span be not less than eleven feet ;
- (f.) The space between the piers of each such bridge (except so much thereof as the towing-path will occupy) shall at all times after the completion of the respective bridges (except during necessary repairs or reconstruction) be left and preserved an open and uninterrupted navigable waterway ;
- (g.) The Company shall at their own expense maintain the bridges and the works thereof of the height and width and so constructed as aforesaid and in perfect repair at all times unless they abandon the railway or diversion of road or the portion thereof which crosses the canal and in either of those cases they shall (if required so to do by the Leeds and Liverpool Canal

Company but not otherwise) remove the said bridge and works so abandoned at their own expense ; A.D. 1885.

(H.) If and whenever the height of the bridges or works or either or any of them shall by subsidence of the ground be lowered below the height herein-before prescribed the Company shall at their own expense restore the same to that height so soon as reasonably may be ;

(I.) The Company shall make good all damage that may be occasioned to the works or property of the Leeds and Liverpool Canal Company by the construction renewal or want of repair of any of the Company's works or by any such subsidence as aforesaid ; but

(1.) In every case of pressing necessity ; and

(2.) In every other case if for seven days after notice in writing thereof given to the Company by the Leeds and Liverpool Canal Company the Company neglect to proceed with due diligence to make good such damage the Leeds and Liverpool Canal Company may if they think fit make good the damage and the amount expended by them in so doing shall be repaid to them by the Company ;

(K.) If and whenever by any act or omission of the Company any part of the canal or towing-path shall be obstructed or rendered dangerous to boats barges or other vessels navigating or using the canal the Company shall pay to the Leeds and Liverpool Canal Company as or by way of ascertained damages the sum of two hundred pounds for every day during which the obstruction or danger shall continue and so in proportion for any less time than a day ;

(L.) Provided that nothing in this Act contained shall prevent the Leeds and Liverpool Canal Company or any owner of boats or barges from recovering from the Company (in addition to the ascertained damages herein-before mentioned) any special damage that may be sustained by the Leeds and Liverpool Canal Company or such owner in consequence of the stoppage or hindrance to the traffic upon the canal or in consequence of the works to be executed by the Company or by the Leeds and Liverpool Canal Company for the Company under the provisions herein-before contained or by reason of any such subsidence as aforesaid or on account of any other act or omission of the Company ;

(M.) If and whenever any damages or other sums payable by the Company to the Leeds and Liverpool Canal Company or any such owner as aforesaid are not paid on demand made on the

A.D. 1885.

secretary or clerk of the Company the same may together with costs of suit be recovered against the Company in any court of competent jurisdiction ;

(N.) All questions and differences which may at any time arise between the Company and the Leeds and Liverpool Canal Company as to the construction or effect of sub-sections A, B, C, D, E or F of this section or the performance observance non-performance or non-observance of any of the provisions thereof or any matters connected therewith or consequent thereon shall be determined by an arbitrator to be appointed by the Company and the Leeds and Liverpool Canal Company or (if for fourteen days after the question or difference arises those two companies do not agree upon an arbitrator) by the Board of Trade upon the application in writing of both or either of those companies and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference and the costs of the arbitration shall be in his discretion ;

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

For the protection of the Manchester Sheffield and Lincolnshire Railway Company and the Wigan Junction Railways Company.

**17.** In carrying the intended Railway No. 3 by this Act authorised (herein-after referred to as "the railway") over the railways of the Wigan Junction Railways Company (herein-after called "the Wigan Company") and over the main drain from the pumping station 10 miles 45 chains and opposite the Ince Waggon Works on the Wigan Company's railway (herein-after referred to as "the said main drain") the following provisions for the protection of the Wigan Company and the Manchester Sheffield and Lincolnshire Railway Company shall (unless otherwise agreed on in writing between the two last-named companies and the Company) apply to and be obligatory upon the Company :

(1.) The Company shall carry the railway over the railways of the Wigan Company at the proposed crossings thereof as shown on the deposited plans according to plans and sections to be reasonably approved by and to be executed under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the Wigan Company and in all things at the expense of the Company ;

(2.) The railway shall be carried over the railways of the Wigan Company by means of girder bridges the piers or abutments whereof shall be parallel with those railways and the bridge

over the main line of the Wigan Junction Railway shall have a single span of not less than 56 feet or two spans of not less than 26 feet each measured at right angles with the abutments thereof and the bridge over the Branch Line No. 5 of the Wigan Junction Railway shall have a clear span of not less than 50 feet measured at right angles with the abutments thereof and both bridges shall have a clear height or headway over the rails of the Wigan Junction Railway main line and branch respectively of not less than 14 feet 6 inches and the Company shall for ever maintain such headway ;

- (3.) The Company shall construct and for ever maintain a culvert of not less than 6 feet wide and 7 feet high under the embankment of their railway at the point where that railway crosses over the said main drain or shall in some other manner to be hereafter mutually agreed upon construct such other works over the said drain so as at all times to give to the Wigan Company full and free access to that drain for the purpose of from time to time repairing and maintaining the same : Provided always that if the Company construct the culvert in the manner hereinbefore provided then and in such case they shall through the entire length of that culvert substitute iron pipes of 24 inches internal diameter instead of the existing earthenware drain-pipes ;
- (4.) During the construction of the railway over the railways of the Wigan Company the Company will bear and on demand pay to the Wigan Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their said railways 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 of the Company or from the acts or defaults of the contractors or of any person or persons in their employment or otherwise ;
- (5.) The Company shall at all times maintain the bridges and other works by which the railway shall be so carried over the railways and main drain of the Wigan Company in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of the Wigan Company and if and whenever the Company fail so to do the Wigan Company may make or do in and upon as well the lands of the Company as their own lands such repairs and the sum from time to time certified by such engineer to be the reasonable amount of such expenditure shall be repaid to the Wigan Company by the Company and in

A.D. 1885.

default of payment may be recovered by them from the Company with full costs in any court of competent jurisdiction ;

- (6.) The Company and their contractors agents servants or workmen shall not in constructing or repairing the railway works over the railways of the Wigan Company obstruct impede or interfere with the free and uninterrupted and safe use of the railways or other works of the Wigan Company or any traffic thereon or if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall pay to the Wigan Company all costs and expenses to which that company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by that company in any court of competent jurisdiction ;
- (7.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Wigan Company all costs losses damages and expenses which may be occasioned to that company or to any of the works or property thereof or to the traffic thereon or otherwise by reason of the execution or failure of the railway 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 Wigan Company from all claims and demands upon or against them by reason of such execution or failure and of any such act or omission ;
- (8.) The Company shall not in any case without the previous consent in writing under the common seal of the Wigan Company take use enter upon or interfere with the railways works lands or property at any time belonging to or in the possession or under the power of the Wigan Company except only such part or parts thereof respectively as it shall be necessary for the Company to take use enter upon or interfere with for making and maintaining the bridges and other works by which the railway is under the provisions of this Act to be carried across the railways of the Wigan Company ;
- (9.) With respect to the railways works lands or property of the Wigan Company which the Company are by this Act authorised to take use enter upon or interfere with the Company shall not purchase and take the same but they may purchase and take and the Wigan Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for

which but for this enactment the Company might purchase and take the same ; A.D. 1885.

(10.) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the Wigan Company otherwise than is herein expressly provided.

**18.** The following provisions shall unless otherwise agreed in writing between the Company and the local board for the district of Ince-in-Makerfield (in this section referred to as "the local board") have effect for the protection and benefit of the local board in relation to the construction of Railway No. 3 and the works connected therewith (that is to say)—

For the protection of the Ince-in-Makerfield Local Board.

1. The Company shall for the purpose of carrying the said Railway No. 3 over and across Warrington Road in the district of the local board construct an iron girder bridge having a span of not less than thirty-six feet clear width with a headway of at least sixteen feet such bridge to be furnished with proper parapets and screens on either side of the full width of the road and not less than six feet high the abutments of such bridge to be parallel to the course and direction of the said road ;
2. The road and footpaths under the said bridge shall at all times as far as practicable be effectually protected from water droppings ;
3. In case it shall be necessary for the Company in constructing the said bridge in accordance with this section to interfere with and alter the level of the said Warrington Road they shall alter the level of it as little as possible but not more than two feet and so that the inclination thereof shall not be of a steeper gradient than 1 in 40 ;
4. The Company shall pave metal flag kerb and channel so much of the said Warrington Road as shall have been altered or interfered with and shall acquire from the landowner sufficient land to enable the said road to be widened to the full width of thirty-six feet co-extensive with the portion of the road which shall be so interfered with in the construction of the said bridge the expense of such widening to be borne and paid by the local board and all such works shall be executed by the Company to the reasonable satisfaction of the engineer for the time being of the local board ;
5. The provisions of sections 18 to 23 (both inclusive) of the Railways Clauses Consolidation Act 1845 shall extend and apply to the water and gas mains pipes and apparatus of the

A.D. 1885.

local board and to the local board in respect thereof as though the local board were a water or gas company or society ;

6. Before the Company interfere with any existing sewer or drain of the local board they shall at their own cost and to the reasonable satisfaction of the local board or their engineer for the time being and in accordance with plans and sections to be previously submitted to and reasonably approved of by the local board construct a sufficient substituted sewer or drain and connect the same with the sewer or drain so interfered with ;
7. In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting the present drainage of any of the property belonging to the local board or of any roads under their jurisdiction or the outfalls of such property or the passage or escape of flood water therefrom as freely as at present the Company shall at their own expense restore and make good such drainage roads or outfalls and provide for the passage or escape of such flood water as freely as at present to the reasonable satisfaction of the local board or their engineer for the time being and if the Company shall make default in so doing they shall pay the local board full compensation for any damage or injury sustained by them by or in consequence of such default ;
8. If any difference arise between the local board and the Company in relation to this section such difference shall be determined by an engineer to be agreed upon by the local board and the Company and in default of agreement by an engineer to be appointed on the application of either of the parties in difference by the President for the time being of the Institution of Civil Engineers and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall so far as they are applicable in that behalf extend and apply to every such reference.

For the protection of the London and North-western Railway Company.

**19.** The following provisions for the protection of the London and North-western Railway Company herein-after referred to as "the North-western Company" shall unless otherwise agreed between the Company and the North-western Company apply and have effect :

1. The Company in constructing the railways and works by this Act authorised so far as the same affect the railways lands or works of the North-western Company shall con-



struct them in and upon the lines and levels shown upon the deposited plans and sections and in and upon no other lines or levels whatever unless otherwise agreed upon between the Company and the North-western Company or otherwise expressly provided by this section and the said railways and works shall be constructed according to plans and sections to be previously submitted to and reasonably approved by Francis Stevenson or other the principal engineer for the time being of the North-western Company and under the superintendence and in all respects to the reasonable satisfaction of such engineer.

2. The Company shall carry the intended Railway No. 3 (Loop Line Pemberton to Hindley) over the Norley Colliery Branch Railway over the North Union Railway and over the Springs Branch Railway of the North-western Company by means of wrought-iron girder bridges with wrought-iron flooring of the clear spans of not less than the following widths measured on the square—
  - (a.) In the case of the Norley Colliery branch twenty-six feet;
  - (b.) In the case of the North Union Railway seventy-five feet;
  - (c.) And in the case of the Springs Branch Railway of sufficient width to clear the whole of the property of the North-western Company at the point of crossing and with a clear headway throughout in all cases of not less than fourteen feet and six inches above the upper surface of the rails of the respective railways at the points of crossing and the Company shall for ever maintain such headway.
3. The Company shall carry the widening line at Hindley over the Lancashire Union Railway of the North-western Company by means of a wrought-iron girder bridge with wrought-iron flooring of one clear span of not less than fifty feet in width measured on the square and with a clear headway throughout of not less than fourteen feet six inches above the upper surface of the rails of the said railway at the point of crossing such bridge to be constructed on the south side of and adjoining the existing bridge by which the Lancashire and Yorkshire Railway is carried over the said Lancashire Union Railway.
4. The said widening between the said bridge and the Hindley Junction of the said Lancashire Union Railway with the said Lancashire and Yorkshire Railway shall be constructed wholly

A.D. 1885.

on the south side of the said Lancashire and Yorkshire Railway.

5. If by reason of the construction of the said Railway No. 3 it shall become necessary to add to or alter the signal or signals upon the railways of the North-western Company the same shall be so added to or altered by that company and the reasonable expense thereof shall be repaid to them by the Company.
6. Any additional costs or expenses incurred in constructing working or maintaining signals or conveniences or appliances connected therewith at or near Pemberton Junction which may be caused by the construction or user of Railway No. 3 by this Act authorised shall be borne by the Company.
7. In constructing and maintaining all or any of the railways or works by this Act authorised where the same affect the railways works or lands of the North-western Company the Company and their contractors servants agents or workmen shall not obstruct impede or interfere with the free and uninterrupted and safe user of the railways or other works of the North-western Company and if any such obstruction or interference shall take place the Company shall forfeit and pay by way of ascertained damages the sum of one hundred pounds for every hour during which such obstruction or interference shall continue.
8. The Company shall at all times maintain all the works of the said crossings or affecting the North-western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said engineer of the North-western Company and if and whenever the Company fail so to do the North-western Company may make or do as well in and upon the lands of the Company or the lands required by them for the purposes of this Act as their own lands all such works and things as such engineer may reasonably think requisite in that behalf and the sum from time to time certified by such engineer to be the reasonable amount of such their expenditure shall be repaid to the North-western Company by the Company and in default of payment may be recovered in any court of competent jurisdiction.
9. For the purpose of constructing Railway No. 3 by this Act authorised the Company shall not except with the consent of the North-western Company take use or interfere with any land or property of that company forming part of their Lancashire Union Railway at or near Pemberton Junction.

10. The Company shall acquire only easements in and upon such of the works lands and property of the North-western Company as may be necessary for the crossings aforesaid and the North-western Company 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.
11. The Company shall on demand pay to the North-western Company all reasonable expenses of the employment by the North-western Company during the construction of the works for and with respect to the crossings of or affecting the North-western Company of a sufficient number of inspectors and watchmen to be appointed by the North-western Company for watching their said railways and works with reference to and during the execution of the works of the Company and for preventing as far as may be all interference danger and accident from any of the operations or from the acts and 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.
12. The Company shall be responsible for and make good to the North-western Company all costs losses damages and expenses from time to time occasioned to the North-western Company or to the said railways or any other of their works and property or to the traffic on the said railways or to any company or person using the same by reason of the execution or failure of the works by this Act authorised or by any act or omission of the Company or any of the persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the North-western Company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission as aforesaid.
13. If any difference shall arise between the respective engineers of the Company and the North-western Company as to the reasonableness of the plans sections and specifications hereinbefore provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the North-western Company.

[Ch. xciv.] *Lancashire and Yorkshire Railway* [48 & 49 Vict.]  
Act, 1885.

A.D. 1885.

14. Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the North-western Company otherwise than is herein expressly provided.

For the protection of the North Union Railway.

20. The following provisions for the protection of the London and North-western and Lancashire and Yorkshire Railway Companies as proprietors of the North Union Railway (herein-after called "the proprietors") shall unless otherwise agreed between the Company and the proprietors apply and have effect :

1. The Company in constructing the railways and works by this Act authorised so far as the same affect the railway lands or works of the proprietors shall construct them in and upon the lines or levels shown upon the deposited plans and sections and in and upon no other lines or levels whatever unless otherwise agreed upon between the Company and the proprietors or otherwise expressly provided by this section and the said railways and works shall be constructed according to plans and sections to be previously submitted to and reasonably approved by Francis Stevenson or other the principal engineer for the time being of the London and North-western Railway Company and under the superintendence and in all respects to the reasonable satisfaction of such engineer.
2. In constructing Railway No. 6 by this Act authorised where the same is intended to pass under the North Union Railway the Company shall construct a wrought-iron girder bridge with wrought-iron flooring such bridge to be of a width of not less than fifty feet between the parapets and further the Company shall if and when at any time hereafter the proprietors so require enlarge and extend the said bridge so as to admit of the laying down thereupon by the proprietors of two extra lines of rails in addition to and at the same level as those now existing and such extension or enlargement shall be constructed subject to and in accordance with the provisions of this section and according to plans and sections to be previously submitted to and reasonably approved by the principal engineer for the time being of the proprietors. The upper surface of the flooring and girders of such bridge and any extension thereof shall be at a uniform level of eighteen inches at least below the level of the existing rails on the said railway at the point of crossing.
3. The junctions of Railways Nos. 5 and 6 with the North Union Railway shall unless otherwise agreed between the Company

and the proprietors be at the respective points of junction shown on the deposited plans.

4. If by reason of the construction of the said Railways Nos. 5 and 6 it shall become necessary to add to or alter the signal or signals upon the railways of the proprietors the same shall be so added to or altered by the proprietors and the reasonable expense thereof shall be repaid to them by the Company.
5. In constructing and maintaining all or any of the railways or works by this Act authorised where the same affect the railways works or lands of the proprietors the Company and their contractors servants agents or workmen shall not obstruct impede or interfere with the free and uninterrupted and safe user of the railways or other works of the proprietors and if any such obstruction or interference shall take place the Company shall forfeit and pay by way of ascertained damages the sum of one hundred pounds for every hour during which such obstruction or interference shall continue.
6. The Company shall at all times maintain all the works of the said crossings or affecting the proprietors in substantial repair and good order to the reasonable satisfaction in all respects of the said engineer of the proprietors and if and whenever the Company fail so to do the proprietors may make or do as well in and upon the lands of the Company or the lands acquired by them for the purposes of this Act as their own lands all such works and things as such engineer may reasonably think requisite in that behalf and the sum from time to time certified by such engineer to be the reasonable amount of such their expenditure shall be repaid to the proprietors by the Company and in default of payment may be recovered in any court of competent jurisdiction.
7. The Company shall acquire only easements in and upon such of the works lands and property of the proprietors as may be necessary for the crossings aforesaid and the proprietors 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.
8. The Company shall on demand pay to the proprietors all reasonable expenses of the employment by them during the construction of the works for and with respect to the crossings of or affecting the proprietors of a sufficient number of

A.D. 1885.

inspectors and watchmen to be appointed by the proprietors for watching their said railways and works with reference to and during the execution of the works of the Company and for preventing as far as may be all interference danger and accident from any of the operations or from the acts and 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 be responsible for and make good to the proprietors all costs losses damages and expenses from time to time occasioned to the proprietors or to the said railways or any other of their works and property or to the traffic on the said railways or to any company or person using the same by reason of the execution or failure of the works by this Act authorised or by any act or omission of the Company or any of the persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the proprietors from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission as aforesaid.

10. If any difference shall arise between the respective engineers of the Company and the London and North-western Railway Company as to the reasonableness of the plans sections and specifications herein-before provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the London and North-western Railway Company.

11. Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the proprietors otherwise than is herein expressly provided.

For the protection of  
W.C. Clifton-  
Dicconson.

21. The following provisions shall have effect for the protection and benefit of William Charles Clifton-Dicconson his appointees heirs and assigns (in this section referred to as "the owner") in relation to the construction of Railways Nos. 5 and 6 by this Act authorised and the works connected therewith (that is to say):—

(1.) The Company shall if required by the owner purchase the land the property of the owner lying on the east side of Railway No. 5 and between that railway and the North Union Railway and numbered 6, 10, 11, 14, 19, 20, 21, 25, 26 and 27 on the deposited plans Sheet No. 1 which will be cut off by Railway

- No. 5 from the other land of the owner lying to the west of the said railway at such price as may be agreed upon between the owner and the Company or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Acts : Provided always that the lands to be purchased by the Company under this section shall not be used for any purpose prejudicial to the user and enjoyment of the estates of the owner ;
- (2.) The Company shall erect construct and maintain two girder bridges to carry Flag Lane numbered 13 on the deposited plans Sheet No. 1 over Railways Nos. 5 and 6 the said bridges to be of such a width that the roads over the same may be not less than thirty feet in the clear between the parapet walls on either side and such parapet walls shall be of the height of six feet above the footway and be parallel with the course or direction of the said roads ;
  - (3.) In the construction of the last-mentioned bridges the Company shall not alter the level of the said road called Flag Lane and they shall for ever hereafter repair and maintain the said bridges so that the said roads may be maintained at their proper level ;
  - (4.) Before the Company interfere with any existing sewer or drain they shall at their own cost and to the reasonable satisfaction of the owner or his principal agent or surveyor for the time being and in accordance with plans and sections to be previously submitted to and reasonably approved of by the owner or his agent or surveyor as aforesaid construct a sufficient substituted sewer or drain and connect the same with the sewer or drain so interfered with ;
  - (5.) In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting the present water supply or drainage of any property of the owner or the access to his estates or the drainage outfalls of the property or the passage or escape of flood water therefrom as freely as at present the Company shall at their own expense restore and make good such water supply drainage access or outfalls and provide for the passage or escape of such flood water as freely as at present to the reasonable satisfaction of the owner or his principal agent or surveyor for the time being and if the Company shall make default in so doing they shall pay the owner full compensation for any damage or injury sustained by him by or in consequence of such default ;
  - (6.) Notwithstanding anything in this Act contained the owner shall have the benefit of each and every agreement now existing between the owner and the London and North-western Railway Company and the Company jointly as the owners of the

A.D. 1885.

North Union Railway with reference to watercourses pipes and water supply belonging to and connected with the estates of the owner in Penwortham ;

- (7.) The Company shall not in the construction of Railways Nos. 5 and 6 interfere with the existing bridge carrying Bee Lane over the North Union Railway or with the lane itself or any sewer gas or water pipes therein without first submitting for the approval of the owner or his principal agent or surveyor for the time being plans and specifications of any works or alterations proposed to be made therein and full compensation shall be made to the owner his lessees or tenants for any damage loss or inconvenience to be occasioned to him them or any of them by reason of the execution of any such works as aforesaid ;
- (8.) The Company shall whenever required by the owner so to do construct and carry across their said Railways Nos. 5 and 6 a continuation of the syphon pipe which the North Union Railway Company the London and North-western Railway Company and the Lancashire and Yorkshire Railway Company are under agreements with the owner to make and whenever required so to do carry out and complete to the reasonable satisfaction of the owner or his agent or surveyor for the time being all other works necessary for conveying water and drainage across the said railways respectively from east to west so that the same may have as free and uninterrupted a flow and passage as if the said railways had not been constructed ;
- (9.) It shall be lawful for the owner at any time and at all times after the passing of this Act (upon the terms and subject to the provisions in section 76 of the Railways Clauses Consolidation Act 1845 other than those relating to the places where communications and openings may be made and without prejudice to his rights privileges and protection under that or any other Act except so far as expressly taken away or affected by this Act) to make maintain and use any branch railway or railways from over or through his lands in the parish of Penwortham to and to communicate with the Railways Nos. 5 and 6 by means of sidings and junctions on any of the lands belonging or reputed to belong to him and the London and North-western Railway Company and the Company jointly or separately (to be selected by him or his principal agent or surveyor for the time being) numbered 3, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 67, 68, 69, 70, 71, 72 and 73 on the deposited plans in Penwortham aforesaid on the east and west sides of the said Railways Nos. 5 and 6 and the Company shall afford all reasonable accommodation and facilities upon the said



A.D. 1885.

railways for the traffic between such branch railways of the owner and the North Union Railway without making any charge or levying any toll in respect thereof over and above that which would have to be paid if the said Railways Nos. 5 and 6 had not been made ;

(10.) Nothing in this Act contained shall prejudice abridge lessen or defeat the rights and privileges of the owner under section 20 of the North Union Railway Act 1875 or any subsequent Act of the London and North-western and Lancashire and Yorkshire Railway Companies relating to the North Union Railway or under any agreements made between the owner or his predecessor in title and those companies except as by this section expressly provided for ;

(11.) If any difference arise between the owner and the Company in relation to this section such difference shall be determined by an engineer to be agreed upon by the owner and the Company and in default of agreement by an engineer to be appointed on the application of either of the parties in difference by the President for the time being of the Institution of Civil Engineers and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall so far as they are applicable in that behalf extend and apply to every such reference ;

(12.) Nothing in this section shall in any way prejudice or affect any rights of the owner under any provisions of any of the Acts of Parliament which are wholly or partially incorporated with this Act or otherwise howsoever.

**22.** The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Wigan (in this section referred to as "the corporation") shall have effect (that is to say) :

For the protection of Corporation of Wigan.

(1.) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall subject to the provisions of this Act extend and apply to the gas mains pipes and apparatus of the corporation and whenever in those sections the words "company" or "society" are used the same shall for all purposes of this Act be held to extend to and include the corporation.

(2.) The Company shall not interfere with any gas main pipe or apparatus of the corporation until they shall have given to the town clerk three clear days notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works

A.D. 1885.

proposed to be executed by the Company so far as they affect the gas mains pipes and apparatus proposed to be interfered with.

- (3.) The Company shall be responsible for and make good to the corporation all costs losses damages expenses and penalties which may be occasioned to incurred by or imposed upon the corporation and all damage and loss to any of their mains pipes syphons apparatus property works and conveniences and in the supply of gas by the corporation or otherwise by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the corporation from all claims and demands upon or against them by reason of such execution or failure or of such act or omission.

Alteration of levels of Hindley to Pendleton Railway.

**23.** 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 an alteration in the levels of so much of their Hindley to Pendleton Railway as extends from the brook in the field numbered on the plans deposited with respect to that railway 59 in the said township of Tyldesley-cum-Shakerley and parish of Leigh to a point in a field numbered 71 on such plans in the township of Little Hulton in the parish of Dean :

And in connexion with such alteration of levels the Company may divert in the said township of Tyldesley-cum-Shakerley and parish of Leigh the public footpath leading from New Row to Mort Lane such diversion commencing at a point in the said footpath about forty yards south-east of the point where the centre line of the said Hindley to Pendleton Railway is shown on the said deposited plans to intersect the said footpath and terminating in the footpath leading from Strawberry Hill to Mort Lane aforesaid at a point therein about twenty-five yards south of the said point where the said railway is shown on the said deposited plans to intersect that footpath and sections 12, 17 and 19 of the Act of 1883 are hereby repealed.

For the protection of the Tyldesley-with-Shakerley Local Board.

**24.** Section 12 (for the protection of the Tyldesley-with-Shakerley Local Board) of the Act of 1883 is hereby repealed and in lieu thereof the following provisions for the protection of the Tyldesley-with-Shakerley Local Board (in this section called "the local board") shall unless otherwise agreed between them and the Company and notwithstanding anything shown on the deposited plans and sections have effect in alteration of the levels of the Hindley and

Pendleton Railway where the same will cross Mort Lane (that is to say): A.D. 1885.

- (1.) The bridge carrying the railway over Mort Lane shall be a flat girder bridge of a clear span throughout of not less than thirty feet measured on the square and with a clear headway throughout of not less than sixteen feet above the present surface level of the roadway;
- (2.) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or apparatus of the local board until they have given to the clerk to the local board seven clear days notice in writing of their intention to commence such works and such notice shall be accompanied by plans sections and all necessary particulars showing the manner in which the street sewer drain watercourse gas or main water pipe or apparatus will be interfered with;
- (3.) The Company shall afford all reasonable facilities to the local board for laying any sewers drains gas or water mains pipes and apparatus under or over the said railway and for the necessary repair or inspection of the same but all such works shall be done under the superintendence and to the reasonable satisfaction of and according to such plans and sections and at such times only as shall be reasonably approved by the engineer of the Company and shall also be so done as not to interrupt the traffic passing on the said railway but the Company shall not be entitled to any wayleave or rent in respect of any such sewer drain gas or water main pipe or apparatus so laid as aforesaid;
- (4.) If any difference arise between the Company and the local board in relation to anything to be done or not to be done under this section such difference shall be determined by an arbitrator to be agreed on between the parties or in default of agreement to be appointed on the application of either of the parties by the President for the time being of the Institution of Civil Engineers.

**25.** Section 19 of the Act of 1883 is hereby repealed and in lieu thereof the following provisions for the protection of the trustees acting in the execution of the trusts of the will of Lloyd Lord Kenyon deceased their heirs and assigns herein-after referred to as "the trustees" shall unless otherwise agreed between the Company and the trustees have effect (that is to say):

For the protection of the estate of Lord Kenyon deceased.

- (1.) The bridge to carry the Hindley to Pendleton Railway as authorised to be altered under the powers of this Act over the

A.D. 1885.

Colliery Railway of the trustees (herein-after called "the Colliery Railway") shall be so constructed as to allow a clear space underneath of twenty-six feet in width from wall to wall and fifteen feet in height from the present Colliery Railway to the under surface of the bridge for the whole width of the bridge. The Company shall form and pave a cart road twelve feet wide by the side of the Colliery Railway and crossing the same as shown on the plan signed in duplicate by Elias Dorning on behalf of the Company and by Alfred Jackson on behalf of the trustees (herein-after called "the plan") by a yellow colour and the Company shall provide and fix a gate and gate posts at each of the points marked B and C on the plan sufficient to prevent cattle straying on the Colliery Railway ;

- (2.) The Company shall provide earth and tip and form the same into an embankment sufficient in all respects to carry the proposed sidings coloured pink on the said plan at a gradient of 1 in 88 to connect the Colliery Railway at the point marked A on the plan with the said Hindley to Pendleton Railway by means of the sidings coloured green on the plan and shall lay down and complete the various sidings shown on the plan and coloured green and shall provide all rails points sleepers and materials of every description sufficient to construct the sidings coloured pink on the said plan and for the purpose of facilitating communications between the said railway and the Colliery Railway the Company shall make lay down and finish fit for traffic on the property of and at the sole expense of the Company connexions to join the said sidings with the up and down line on the north side of the said Hindley to Pendleton Railway with all points signal posts signals and other appliances necessary and proper for the safe use and working of the said sidings and the Company shall at their sole expense provide all necessary pointsmen and attendance for the working of the same ;
- (3.) The barrel culvert beneath the said Hindley to Pendleton Railway on the east side of Mort Lane shall be extended at each end of the culvert ten feet beyond the boundary of the land to be taken by the Company so as to permit cattle to pass on the top of such culvert over the stream there and the top of such culvert for such extension of ten feet at each end thereof shall not project above the present surface of the ground ;
- (4.) At the point marked D on the plan the Company shall erect a gate and posts and shall make a slope from the highway to the level of the land of the trustees properly protected with post and rail fences on each side thereof and such slope shall be so made as to serve as a cart road from the land of the trustees on the

north side of and severed by the said railway. The gate and posts aforesaid shall be maintained and repaired by the trustees after the same shall have been erected by the Company ;

- (5.) The Company shall build and complete a bridge shown on the plan at the east boundary of the land of the trustees for the purpose of carrying the railway over the land of the trustees and it shall be of a clear inside width of eighteen feet beneath the arch. Such bridge may be used as a public footpath passing beneath the same and shall serve and may be used by the trustees for farm and other purposes and as a means of communication from their land on either side of the railway ;
- (6.) All the above works shall be made by and at the expense of the Company to the reasonable satisfaction of the engineer of the trustees and when completed as aforesaid the Company shall thereafter for ever maintain the same except the sidings coloured pink on the plan and the said gate and gate posts at the point D on the plan referred to in sub-section 4 of this section ;
- (7.) It shall be lawful for the trustees or other the owners lessees or occupiers for the time being of their estate and of the mines of coal and other minerals thereunder or any of them from time to time and at any time hereafter as occasion may require to make construct lay down and maintain at their own expense in all respects tramroads railways or other roads and passages and also from time to time to alter all existing tramroads or other roads and passages over or under the before-mentioned railway and over under through or across any of the lands which may be taken by the Company for the purposes thereof for the purpose of affording communication from one side to the other of the railway at such places to such extent and in such manner as the trustees or such owners lessees or occupiers could or might have made the same if this Act had not passed ;
- (8.) Provided always that all such crossings and communications shall be made and all such works executed to the reasonable satisfaction and under the superintendence of the engineer of the Company and so as not to occasion any stoppage or interruption of or interference with or obstruction or injury to the traffic or passage along the said Hindley to Pendleton Railway, or cause any greater inconvenience to the Company than is absolutely necessary nor shall any such roads or ways be made so as to interfere with any of the stations buildings or other works of or belonging to the Company and no such crossings or communications shall cross the said railway on the level or at

A.D. 1885.

any place which the Company shall have set apart for any specific purpose within the meaning of the 76th section of the Railways Clauses Consolidation Act 1845 and all losses costs charges damages and expenses which shall be done or occasioned by or by reason of the construction maintenance use or existence of any such crossing or communication as last herein-before provided whether sustained by the Company or other party using the railway, shall from time to time when and as often as the same shall happen or arise be made good to the Company or other party by whom the same shall have been incurred or sustained (unless the same shall have happened or arisen by or through the wilful neglect or default of the Company or other party using the railway or their or any of their servants or agents) by the person or persons who shall have caused such losses costs charges damages and expenses ;

(9.) Nothing in this section shall prejudice or affect the right of the trustees to the construction and maintenance of further or other accommodation works either under the provisions of any agreement with the Company in that behalf or under any provisions contained in this Act or any Act incorporated therewith requiring the Company to make and maintain proper and sufficient works for the accommodation of the owners and occupiers of lands adjoining the railway ;

(10.) If any difference shall at any time arise between the Company and the trustees or other the owner for the time being of the said estate touching the construction of this section or anything to be done thereunder or otherwise in relation thereto such difference shall be referred to and determined by arbitration in manner provided by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

Power to  
Company to  
widen and  
improve por-  
tion of rail-  
way.

**26.** Subject to the provisions of this Act the Company may in the lines according to the levels and in the manner shown on the deposited plans and sections widen and improve and maintain the portion of their railway herein-after mentioned and lay down additional lines thereon or in connexion therewith and for the purposes of such widening and improvement the Company in addition to any other lands which they are by this Act authorised to acquire may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for the purposes aforesaid and the said widening and improvement shall for the purposes of toll and all other purposes be deemed part of the Lancashire and Yorkshire Railway.

The portion of the railway of the Company herein-before referred to and authorised to be widened and improved by this Act is : A.D. 1885.

A portion of their Liverpool and Bury Railway commencing in the township of Ince-in-Makerfield and parish of Wigan near the bridge carrying the said Liverpool and Bury Railway over the public road leading from Ince to Hindley and terminating in the township of Hindley in the said parish of Wigan near High Barn Bridge and about 800 yards measured in an easterly direction along the said Liverpool and Bury Railway from Hindley Station: Widening of  
Liverpool  
and Bury  
Railway at  
Hindley.

Provided that the Company shall not under the powers of this Act purchase or acquire for the purposes of the said widening a greater quantity of the said Amberswood Common than one rood.

**27.** The following provisions for the protection of the local board for the district of Hindley (in this section referred to as "the local board" and their district as "the district") in relation to the widening of the Liverpool and Bury Railway at Hindley and the works connected therewith shall have effect (that is to say): For the pro-  
tection of  
the Hindley  
Local Board.

- (1.) The provisions of sections 18 to 23 (both inclusive) of the Railways Clauses Consolidation Act 1845 shall extend and apply to the gas and water mains pipes and apparatus of the local board and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the local board;
- (2.) In this section "street" includes any public highway road bridge lane footway square court or passage whether a thoroughfare or not;
- (3.) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or apparatus of the local board until they shall have given to the local board seven clear days notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas and water mains pipes and apparatus proposed to be interfered with;
- (4.) Where the surface of any street in the district has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the satisfaction of the local board restore the surface so interfered with or disturbed and shall keep the same in efficient repair for three

A.D. 1885:

months from such restoration and for such further time (if any) not being more than twelve months in the whole as the surface so disturbed shall continue to subside in consequence of such construction or operations ;

(5.) In widening the bridge carrying Ladies Lane over the railway of the Company the Company shall make provision to enable the local board to carry and maintain across such new bridge a sewer and to lay down and maintain gas and water mains and pipes over such bridge of not less than 15 inches in diameter each for one sewer one gas and one water main or any greater number of such sewers gas and water mains or pipes parallel with and by the side of each other and the local board shall have full power and authority from time to time to carry lay down and maintain such sewer mains or pipes over such bridge and to repair enlarge alter or renew the same : Provided that if the relative levels of the rails of the railway and of the surface of the road over such bridge should not admit of sufficient depth being left to enable such sewer mains or pipes to be so laid then the Company shall make such convenient provision alongside or within the parapets of the bridge as will enable such sewer mains or pipes to be laid alongside or within the same so and in such manner as the same shall be at all times accessible to the local board for any of the purposes of this section and that the local board shall be able to protect their sewer and gas and water mains or pipes as far as possible by means of a sufficient covering from being frozen ;

(6.) Whenever it may be necessary to interrupt or interfere with any existing sewer or drain the Company shall at their own expense before interrupting or interfering with such existing sewer or drain construct according to a plan to be reasonably approved of by the local board another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be interrupted or interfered with and such sewer or drain or substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be interrupted or interfered with and in such manner as shall be reasonably approved by the local board ;

(7.) Whenever the water or gas mains or apparatus of the local board shall be severed or interfered with in the execution of any of the powers of this Act and wherever it is necessary for maintaining the supply of water or gas to lay additional mains or pipes such additional mains or pipes shall previous to the severance or interference be laid by the local board at the expense of the Company ;



- (8.) If by reason of the execution of any of the powers of this Act the local board shall necessarily incur any cost in altering any existing sewer drain gas or water main or apparatus the Company shall repay to the local board such additional cost ;
- (9.) If by reason of the execution of any of the powers of this Act any increased length of sewers or drains shall become necessary the same shall be forthwith constructed and laid by the Company according to such plan and section and in such reasonable manner as shall be approved of by the local board ;
- (10.) In case the Company widen their railway under the powers contained in this Act on the south side thereof at Ladies Lane they shall at the time of such widening level flag pave channel and make good and shall maintain for ever thereafter the whole of the roadway of the bridge carrying Ladies Lane over the Liverpool and Bury Railway and the respective approaches to such bridge ;
- (11.) The whole of the bridge to carry the Liverpool and Bury Railway over Hindley Mill Lane when widened under the powers of this Act shall be made and kept by the Company as far as reasonably practicable drop dry. The Company shall also repair drain and maintain drained the subway or road under the said bridge ;
- (12.) The Company shall not alter or interfere with the gradients of the respective approaches to the footbridge across the Liverpool and Bury Railway at or near Hindley Deep Pits and numbered 37 on the deposited plans nor the public access to such footbridge ;
- (13.) Any difference which may arise between the local board and the Company as to the true intent and meaning of this section or as to the mode of giving effect thereto shall be determined in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

A.D. 1885.

**28.** Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the works herein-after described and may exercise the powers herein-after mentioned and may for the purposes aforesaid make such alterations in the levels of the streets roads and footpaths affected thereby as are shown upon the deposited plans and sections and may stop up such streets roads and footpaths as are shown on the deposited plans of those works as intended to be stopped up and in addition to any other lands which they are by this Act authorised to acquire may enter upon and take and use

Further  
works by the  
Company.

[Ch. xciv.] *Lancashire and Yorkshire Railway* [48 & 49 Vict.]  
Act, 1885.

A.D. 1885. — such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes making compensation in accordance with the Lands Clauses Consolidation Act 1845 to all parties injuriously affected by the exercise of the powers contained in this section :

The Company may execute the following works and exercise the following powers in the following places in the county of Lancaster (that is to say):—

*Works in connexion with Hindley to Pendleton Railway.*

Atherton. At Atherton in the township of Atherton in the parish of Leigh:—

(a.) They may divert the public footpath leading from Platt Lane to Spa House Farm such diversion commencing at a point about 120 yards measured in an easterly direction from the centre of the bridge carrying the said footpath under the London and North-western Railway Company's Bolton to Kenyon line and terminating at or near to the said Spa House Farm ;

(b.) They may divert the occupation road and public footpath leading from the Hag Fold Farm to Spa House Farm aforesaid such diversion commencing at a point in the said footpath about 80 yards from Hag Fold Farmhouse and terminating in the same road and footpath about 325 yards from the said Hag Fold Farmhouse.

Walkden. At Walkden in the township of Worsley in the parish of Eccles:—

(a.) They may divert Hilton Lane such diversion commencing at or near to the point where Stanley Road joins Hilton Lane aforesaid and terminating at and in Shaving Lane opposite to Lane Street ;

Provided as follows:—The Company shall make the said diverted road of an uniform width throughout of not less than twelve yards including the footpaths and shall form and ballast the same in accordance with the gradient shown on the deposited section relating to such diversion : And shall form and make on each side of the said diverted road a cinder footpath not less than six feet wide exclusive of the kerb and shall kerb the said footpaths throughout with an uniform stone kerb not less than twelve inches wide by seven inches deep truly square beveled and chamfered on the outer edge : And shall at the eastern and western extremities of the said diverted road join the said new kerb with the existing kerb in Shaving Lane and Hilton Lane respectively by a curve having a radius of seven feet so that the new kerb shall meet the existing

kerb at a tangent: And shall lay along the whole length of the said kerb on each side of the roadway of the said diverted road a surface drain not less than twelve inches diameter with average depth of three feet with grids therein at intervals of not more than twenty yards of a pattern known as "the Whittington pattern": And shall pave the roadway of the said diversion with seven inch cube rock setts (free from beds): And shall construct and complete the said several works in conformity with the foregoing provisions (unless otherwise agreed on in writing between the Company and the surveyors of highways of the Worsley Highway District) at the cost of the Company and to the reasonable satisfaction of the said surveyors: And shall not until the said works be so completed stop up or (except so far as may be necessary for the execution thereof) interfere with any portion of Hilton Lane aforesaid.

A.D. 1885.

(b.) They may divert the public footpath leading into Hilton Lane such diversion commencing at a point in the said footpath about 100 yards north-west of the junction of that footpath with Hilton Lane and terminating at a point in the said Stanley Road about 85 yards from the junction of Stanley Road with Hilton Lane aforesaid;

(c.) They may stop up and extinguish all rights of way over the footpath included between the fields numbered on the said deposited plans of the Hindley to Pendleton Railway 63, 64, 66 and 67 in the parish of Eccles.

At Irlams o' th' Height in the parish of Eccles:—

Irlams o' th'  
Height.

(a.) They may at the points hereafter mentioned make the following diversions of the occupation roads and public footpaths known as Park Lane and Bank Lane leading from Agecroft Lane to Bolton Road:

(1.) A diversion of a portion of Park Lane commencing at a point therein about 240 yards measured in a north-westerly direction along such lane from Park Lane Farmhouse and terminating at a point about 100 yards measured along such lane in the direction of the said farmhouse from the said point of commencement;

(2.) A diversion of another portion of Park Lane and Bank Lane commencing at the said Park Lane Farmhouse and terminating at the point where Bank Lane crosses the boundary between the said townships of Pendlebury and Pendleton.

(b.) They may divert the public footpath leading from Park House near Agecroft to Bank Lane such diversion commencing at a point about 375 yards measured in a south-westerly

A.D. 1885.

direction along such footpath from the bridge (known as Park House Bridge) carrying it over the Company's Manchester and Bolton Railway and terminating at the before-mentioned point of termination of the lastly-described diversion ;

- (c.) They may divert the public footpath leading from Bank Lane to the continuation of Wharton Street such diversion commencing at a point in the said footpath about 95 yards measured in an easterly direction along such footpath from the point where it meets Bank Lane aforesaid and terminating in and by a junction with the continuation of Wharton Street aforesaid at or near its south-westerly termination.

*Works in connexion with connecting Line at Westhoughton.*

Westhoughton.

At Westhoughton in the township of Westhoughton in the parish of Dean :—

- (a.) They may divert the occupation road and public footpath leading from Harrison's Fold to Westhoughton at or near to Harrison's Fold such diversion commencing at a point in the said road about 80 yards measured in an easterly direction along the same from the farm buildings at Harrison's Fold aforesaid and terminating in the same road at a point about 160 yards measured therealong from the said point of commencement and in connexion with such last-mentioned diversion they may divert in the same township the public footpath leading from Wingates to Hart Common such diversion commencing at a point in such footpath about 110 yards measured in a southerly direction from the point where it joins the occupation road and public footpath herein-before mentioned leading from Harrison's Fold to Westhoughton aforesaid and terminating by a junction with the diverted road lastly herein-before described at a point about 70 yards south-west of the said point of junction ;

- (b.) They may divert two public footpaths at Old Fold near to the Westhoughton Colliery of the Wigan Coal and Iron Company such diversion commencing in and out of the footpath leading from Harrison's Fold to Dobbs Brow at a point about 68 yards from the point of junction of the said footpath with a footpath leading thereto from Ben Fold and terminating at and in the footpath leading from Old Fold Road through Old Fold Farm to Dobbs Brow aforesaid at a point about 180 yards measured along the last-mentioned footpath in an easterly direction from its junction with Old Fold Road aforesaid.

At Formby in the township of Formby in the parish of Walton-  
on-the-Hill :—

A.D. 1885.

Formby.

- (1.) They may in lieu of the new road authorised by section 13 of the Lancashire and Yorkshire Railway Act 1884 make a new road commencing in and out of Kirklake Road otherwise New Church Road at a point about 210 yards westward of the centre of the level crossing of the Company's Liverpool Crosby and Southport Railway at the Formby Station and terminating in Duke Street at a point about 192 yards eastward of the centre of such crossing ;
- (2.) So soon as such new road is completed and open to the public the Company may abolish the crossing of their said Liverpool Crosby and Southport Railway on the level by Duke Street or Kirklake Road aforesaid and also by the public footpath leading from Queen's Road otherwise Four-Acre Lane to the sea ;
- (3.) They may divert so much of Kirklake Road otherwise New Church Road as lies between a point therein about 50 yards west of the commencement of the said new road and a point about 115 yards east of such commencement ;
- (4.) They may raise the level of a portion of Andrew's Lane from a point therein about 45 yards north of its junction with Raven Meols Road and may continue the road so altered across Kirklake Road otherwise New Church Road to and to connect the same with the said new road ;
- (5.) They may purchase and take compulsorily or by agreement certain lands delineated on the deposited plans and described in the deposited books of reference bounded on the east by the railway and sidings of the Company on the north by Kirklake Road otherwise New Church Road aforesaid and on the south by Raven Meols Road aforesaid and also a strip of land extending from the said footpath (leading from Queen's Road otherwise Four-Acre Lane) to Kirklake Road aforesaid and parallel with and about 70 yards west of the said railway of the Company ; and

So much of the said section 13 as authorises the construction of the new road therein described is hereby repealed.

At Fazakerley in the township of Aintree in the parish of Fazakerley.  
Sefton :—

They may divert Aintree Lane and its continuation Wango Lane such diversion commencing in Aintree Lane aforesaid at a point about 90 yards south-east of Handcocks Bridge and crossing the Leeds and Liverpool Canal by a bridge and

A.D. 1885. — terminating in Wango Lane aforesaid at a point in the said lane about 375 yards measured along the said lane west of Handcocks Bridge aforesaid.

Liverpool. At Liverpool in the township and parish of Liverpool:—  
They may construct a subway or subways underneath that part of all or any of the following streets in Liverpool viz. Upper William Street Whitley Street Sprainger Street Little Howard Street and Chadwick Street respectively over which the loop line in Liverpool authorised by the Lancashire and Yorkshire Railway Act 1882 is constructed.

Blackburn. At Mill Hill Blackburn in the township of Livesey in the parish of Blackburn:—

They may widen on both sides the bridge carrying the Blackburn and Preston line of the Company over Albert Street:

Provided as follows:—

- (1.) As part of the work of widening the said bridge the Company shall take down and remove the existing brick arch and substitute iron girders therefor and also leave a clear width of thirty-six feet for a roadway under the whole width of the said bridge as widened and shall make form pave flag and channel the roadway under the said bridge with proper footpaths on either side thereof to the satisfaction in all things of the mayor aldermen and burgesses of the borough of Blackburn aforesaid;
- (2.) The Company shall effect the widening of the said bridge by means of iron girders and every such girder shall have a single span only without any pillar thereunder or support thereto being placed in any roadway either existing or to be made as aforesaid and every such girder shall be at a clear height of fourteen feet six inches at least above the surface of the roadway and footways under the same;
- (3.) The Company shall not purchase or acquire otherwise than by agreement the lands in the township of Livesey aforesaid numbered 2 and 3 on the deposited plans;
- (4.) The Company shall not in making the said widening narrow the existing approach road belonging or reputed to belong to the trustees of the will of Joseph Eccles deceased and numbered on the deposited plans 8 in the said township of Livesey and the Company shall not stop up or interfere with the passage numbered on the deposited plans 4 in the same township unless and until they shall have provided another substituted passage to the satisfaction of the said trustees.

The Company may execute the following works and exercise the following powers in the west riding of the county of York (that is to say):— A.D. 1885.

At Heckmondwike in the township of Heckmondwike in the parish of Birstal : Heckmondwike.

- (1.) They may make a new road commencing at the south-western end of Cater Lane and terminating in Railway Street otherwise Smithies Lane about 110 yards southward of the level crossing by that street of the Company's Cleckheaton Branch Railway ;
- (2.) They may divert Railway Street otherwise Smithies Lane aforesaid such diversion commencing in and out of the said street or lane at a point about 110 yards south of the last-mentioned level crossing and passing underneath the said branch railway to the west of that level crossing and terminating opposite the Freemasons Hall near the northern end of Railway Street aforesaid ;
- (3.) They may make a bridge for foot passengers in Cater Lane aforesaid over and in lieu of the level crossing of that lane by the Company's Cleckheaton Branch Railway ;
- (4.) So soon as the said new road and diversion and footbridge are completed and opened to the public the Company may abolish the crossing on the level of the said Cleckheaton Branch Railway by Cater Lane and by Railway Street otherwise Smithies Lane aforesaid respectively.

**29.** The Company in constructing the several works by the last preceding section authorised may deviate from the centre lines shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively but so nevertheless that no part of such deviation be constructed beyond the said limits and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet but not so as to increase the rate of inclination beyond one in twenty except where so shown on the deposited sections of any such work. Power to deviate in construction of roads.

**30.** Every new or substituted road or footpath constructed by the Company under the powers of this Act shall vest in, and be repaired and maintained by the same body or persons as are now liable to repair and maintain the existing road or footpath for which it is substituted: Provided that the structure of every bridge shall be repaired and maintained by the Company. The Company and any such body or person may enter into and fulfil agreements for and in relation to such construction and for or in relation to the repair and maintenance of all or any of such new substituted or existing roads or footpaths. As to repair &c. of new and substituted roads &c.

A.D. 1885.

If any question shall arise between the Company and any of such parties as to the due completion of any such new or substituted road or footpath such question shall from time to time be determined by two justices on the application of either of the parties in difference and after not less than seven days notice to both parties of the sitting of such justices for the purpose and the certificate of such justices of the due completion of such new or substituted road or footpath shall be conclusive evidence of the fact so certified.

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

**31.** Subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway the site and soil of the portions of roads and footpaths stopped up and discontinued under the authority of this Act or rendered unnecessary by reason of the construction of any new or substituted road or footpath by this Act authorised and the fee simple and inheritance of such roads and footpaths shall if and so far as the Company are or under the powers of this Act become the owners of the lands on both sides thereof be wholly and absolutely vested in them and they may appropriate the same to the purposes of their undertaking.

For the protection of the highway board for the district of Southport.

**32.** Section 21 of the Lancashire and Yorkshire Railway Act 1884 is hereby repealed and in lieu thereof the following provisions for the protection of the highway board for the district of Southport shall apply :

1. The Company shall upon the lands which they are by this Act authorised to enter upon and take construct the new road in the line and situation shown on the plan signed by William Hunt the engineer of the Company and John Orritt the surveyor of the board between the points marked " A " and " B " on the said plan and will construct a continuation of such road up to the point " C " : Provided that the board shall provide at their own cost the land necessary for that purpose between the points " B " and " C " and the whole of such road shall be constructed to the reasonable satisfaction of the board and the Company shall for all time after the construction of the new road maintain the structure of the bridge and parapets thereof carrying the said new road over the railway ;
2. The new road and the bridge carrying the same over the Company's railway shall be of the full width including the footpath of thirty-six feet throughout the whole length thereof and the Company shall construct on each side of the new road a sufficient fence not less than four feet six inches in height and on each side of the bridge carrying the new



road over the Company's railway substantial parapets not less than five feet in height; A.D. 1885.

3. The gradient of the new road from the centre of the bridge carrying the new road over the Company's railway between the said points marked "A" and "B" shall be uniform and not steeper than 1 in 30;
4. The Company shall construct on each side of the new road a footpath 6 feet in width and shall drain metal kerb channel and pave the same to the reasonable satisfaction of the board;
5. The Company shall construct on each side of their railway a suitable flight of steps eight feet wide so as to afford access from Kirklake Road and Upper Duke Street to the new road the position and formation of such steps to be subject to the reasonable approval of the board;
6. The Company shall for the purpose of supporting the embankment of the new road on the side of the existing road construct a stone wall not less than four feet in height from the level of the present road commencing from each side of the bridge abutments and extending along the whole length of the said embankment;
7. The board shall be at liberty to construct a footpath 6 feet wide along one side of Wicks Lane from Fisherman's Lane on the east side of the railway to the point where the present public footpath joins Wicks Lane on the west side of the railway such footpath to be kerbed with 4-inch Haslingden kerbs protected by a channel stone and the Company shall pay to the board the costs and expenses of constructing the said footpath and works hereby authorised and of keeping the same in repair for a period of two years from the completion of the same. From and after the expiration of that period the same shall be repaired by and at the expense of the board;
8. The Company and the board may enter into and carry into effect agreements for any variations in the works to be done under this section or in the mode of executing the same;
9. If any difference arises between the Company and the board in relation to this section such difference shall from time to time be determined in the manner (unless otherwise agreed) provided by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

**33.** Section 22 of the Lancashire and Yorkshire Railway Act 1884 is hereby repealed and in lieu thereof the following provisions

[Local.-94.]

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49

For the protection of the Southport

[Ch. xciv.] *Lancashire and Yorkshire Railway* [48 & 49 VICT.]  
Act, 1885.

A.D. 1885. for the protection of the Southport Waterworks Company shall  
Waterworks apply :  
Company.

- (1.) All works matters or things which the Company under the provisions of this Act or any Act incorporated therewith may be empowered or required to do or execute with reference to any mains pipes hydrants plugs or other works of the water company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction of the engineer for the time being of the water company and such works matters or other things shall not be commenced except in case of emergency until after seven days previous notice thereof in writing shall have been given to the water company ;
- (2.) It shall be lawful for the water company and the engineer workmen and others in their employ at all reasonable times to enter upon the said roads at Formby by this Act authorised to be made diverted or altered and to do all such works as may be required for repairing maintaining altering removing or replacing any mains or pipes of the water company now laid or which may hereafter be laid under or over the same provided always that in so doing the water company or their engineer or workmen shall not interrupt or interfere with the traffic passing on or over the railway of the Company and provided also that the water company shall make good and reimburse to the Company all damages (if any) occasioned by the exercise of such powers ;
- (3.) In making the bridge for carrying the new road at Formby over the railway of the Company the Company shall in addition to providing for and paying the cost of any mains pipes or works substituted for any existing mains pipes or works of the water company interfered with by the said new road make provision for enabling the water company to lay down and maintain a main or pipe of not less than fifteen inches diameter or any greater number of mains or pipes parallel with and by the side of each other not requiring in the aggregate more space for their accommodation than a main or pipe of fifteen inches diameter and the water company shall have full power and authority from time to time to lay down and maintain all such mains or pipes over such bridge and to repair enlarge alter or renew the same : Provided that if the relative levels of the rails of the railway and of the surface of the road over such bridge should not admit of sufficient depth being left to enable such mains or pipes to be so laid then the Company shall make such convenient provision alongside or within the parapets of the bridge as will enable such mains or pipes to be

laid alongside or within the same so and in such manner as the same shall be at all times accessible to the water company for any of the purposes of this section and that the water company shall be able to protect their pipes as far as possible by means of a sufficient covering from being frozen ;

(4.) It shall be lawful for the water company and the engineers workmen and others in their employment at all reasonable times during and after the construction diversion or alteration of the said roads to enter on the railway and the lands of the Company connected therewith and to do all such works in and upon the railway and lands as may be necessary for inspecting repairing duplicating maintaining altering enlarging removing or replacing any mains or pipes belonging to the water company under or over the railway and lands respectively : Provided always that all such works shall be done under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Company and that in executing such works the water company or their engineers workmen or others in their employ shall not interrupt the traffic passing on the railway : And provided also that the water company shall make good to and reimburse the Company all damage if any occasioned by the exercise of such powers ;

(5.) All works constructed under this Act shall be constructed and maintained so that the use of the mains and pipes of the water company and their supply of water shall not be unduly impeded or interfered with ;

(6.) If by reason of the construction or maintenance of the works by this Act authorised any of the mains pipes hydrants plugs or other works of the water company shall be damaged or injured or their supply of water impeded the Company shall make good and reimburse to the water company all damages if any occasioned by the exercise of the powers of this Act ;

(7.) If the Company and the water company differ concerning the execution of any works to be carried out under the provisions of this Act every such difference shall be settled by an engineer to be appointed by the engineers of the parties in difference or if they cannot agree on such appointment then by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party.

34. Sub-section (f) of section 27 of the Lancashire and Yorkshire Railway Act 1883 and so much of sub-section (1) of section 31 of the same Act as relates to the making of the new street in the

Repeal of certain provisions in Act of 1883 relating to

A.D. 1885.

construction  
of streets in  
Liverpool.

For the pro-  
tection of  
the corpora-  
tion of  
Liverpool.

city of Liverpool from Edmund Street to Saint Paul's Square is hereby repealed.

**35.** In constructing within the city of Liverpool the works by this Act authorised the Company shall notwithstanding anything in this Act conform to and observe the following provisions regulations and restrictions and the same shall (save so far as may at any time hereafter be agreed between the corporation and the Company) have effect within the said city (that is to say) :

- (1.) The Company shall construct the subways by this Act authorised underneath the following streets viz. Upper William Street Whitley Street Sprainger Street Little Howard Street and Chadwick Street respectively of such strength and durability as is proper and sufficient for the effectual support of the roadways under which they pass and in accordance with a plan to be reasonably approved by the corporation and the Company shall at their own expense and to the satisfaction of the corporation maintain the said subways and works so long as the same shall exist and the Company shall not acquire the soil of any street under which the authorised subways are made but only an easement to make and maintain the works thereunder : Provided always that if the said subways shall at any time cease to exist the Company shall restore the streets to their original condition to the reasonable satisfaction of the corporation ;
- (2.) Before the Company shall stop up appropriate or obstruct the traffic in Charlotte Place they shall dedicate to the public the land shown on the plan signed by William Hunt on behalf of the Company and Clement Dunscombe on behalf of the corporation and coloured red on such plan ;
- (3.) The Company shall in consideration of being released from their obligations of constructing a new street along the west side of Exchange Station from Edmund Street to Saint Paul's Square as provided by their Act of 1883 contribute such proportion of the cost of forming sewerage levelling paving flagging and channelling the new street authorised under the Liverpool Improvement Act 1885 and extending from Edmund Street to Saint Paul's Square as the area of the first-mentioned new street bears to the area of the last-mentioned new street ;
- (4.) The Company shall not without the consent of the corporation signified in writing under the hand of the town clerk temporarily close any street road passage or place or construct any works or perform any operations which may obstruct the traffic along such streets roads passage or place ;

- (5.) In all cases where streets roads passages or places are temporarily closed or diverted the Company shall provide accommodation for the traffic and access to houses and other places with proper fences and lights to the reasonable satisfaction of the corporation and shall maintain such accommodation and access fences and lights to the reasonable satisfaction of the corporation ;
- (6.) The flags paving stones and other materials in any street in the city of Liverpool which shall be interfered with by the Company under the powers of this Act shall remain and be the property of the corporation and may be used or removed by them ;
- (7.) The Company shall not without the previous consent of the corporation signified in writing under the hand of the town clerk construct in any street any shaft eye or other work ;
- (8.) Where the surface of any street road court passage or place not authorised to be stopped up under the provisions of this Act has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised with the consent aforesaid the Company shall well and sufficiently and to the reasonable satisfaction of the Corporation restore the surface so interfered with or disturbed and so much of the surface of any other street road court passage or place adjoining such street as aforesaid as it shall be rendered necessary to alter by such interference and shall maintain in efficient repair the said surface for twelve months to the like satisfaction ;
- (9.) If the Company shall make at any part of their works adjoining or abutting on any public street or road any loading doors or openings into or from which any goods or merchandise for conveyance by their railways or for other storage purposes or otherwise or for delivery shall be received or delivered or for other storage purposes they shall before constructing any such loading doors or openings into such street or road set back so much of such wall or building for the space of ten feet from the face of such wall or building as shall be necessary to provide that carts or other vehicles may stand on such space (which shall continue the private property of the Company) whilst receiving or delivering goods at the said doors or waiting to receive or deliver goods without obstructing such street or road : Provided that no cartway or access from any such street into any station depôt warehouse or other building belonging to the Company shall be included in the term "loading doors" or "openings" for the purposes of this section ;

A.D. 1885.

- (10.) If by reason of the execution of any of the powers of this Act any additional sewers or drains or any increased length or alteration of sewers or drains or any man-holes air-holes or other works or convenience connected therewith shall become necessary the same shall be constructed by and at the expense of the Company of such capacity according to such plans and in such manner as shall be reasonably approved by the corporation ;
- (11.) If by reason of the execution of any of the powers of this Act any sewer be absorbed and discontinued and no sewer in lieu thereof is necessary to be constructed the Company shall pay to the Corporation such proportion of the estimated original cost of constructing such sewer to be assessed by the city engineer as shall then remain the same being calculated in accordance with section 184 of the Liverpool Sanitary Act 1846 ;
- (12.) Where by reason of the execution of any of the powers of this Act it becomes in the opinion of the corporation necessary or desirable that any lands of the Company should be fenced off from any street or road fronting or abutting thereon the Company shall enclose such lands with walls or fencing to be built or constructed to such height as the corporation may require and in all other respects to their satisfaction ;
- (13.) The Company shall not without the consent of the corporation under the hand of the town clerk use gunpowder or any other explosive substance in the construction of any portion of the works and the corporation are hereby authorised to give the required consent subject to such conditions as to them may seem expedient and subject to the payment and satisfaction by the Company of all damages costs and expenses to be sustained or incurred by any person or persons by the use of gunpowder or any other explosive substance such damages to be recoverable in any court of competent jurisdiction ;
- (14.) In any case where any house or other building intended to remain standing shall be severed by the Company the Company shall to the reasonable satisfaction of the corporation build up or repair such house or building so as to prevent any unsightly appearance ;
- (15.) The city engineer and his assistants or other persons appointed by the corporation shall from time to time and at all times during and after the construction of the authorised works have full power to enter and inspect the progress and condition thereof to see that the provisions of this Act are complied with ;

- (16.) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive except the word "eighteen" in section 20 which shall for the purposes of this Act be read as "thirty" shall apply to the water mains and pipes of the corporation and whenever in those sections the word "company" or "society" is used the same shall for all the purposes of this Act be held to extend to and include the corporation ;
- (17.) Whenever the mains or water pipes of the corporation shall be severed or interfered with by the works authorised by this Act and wherever it is necessary for the maintaining the supply of water to lay additional mains or water pipes such additional mains or water pipes shall previous to the severance or interference be made by the corporation at the expense of the Company ;
- (18.) If by reason of the execution of any of the powers of this Act any increased length of mains or water pipes shall become necessary the same shall be laid down by the corporation at the expense of the Company according to such plan and in such manner as shall be approved by the corporation ;
- (19.) Wherever by the appropriation or destruction of property by this Act authorised any mains or water pipes laid for the supply of such property shall be rendered unnecessary the Company shall pay to the corporation the cost of laying an equivalent length of main or water pipe and the cost of the works required for the discontinuation of those mains or water pipes rendered unnecessary to such amount as shall be estimated by the water engineer and the mains and water pipes so rendered unnecessary shall be the property of the Company ;
- (20.) Whenever by this Act it is provided that anything may be done with the consent or approval of the corporation or shall not be done without such consent or approval such consent or approval may be given subject to such reasonable conditions and provisions as the corporation may think fit to make and the giving of such consent or approval shall not prejudice any right of the corporation (except as may be provided thereby) or of any other body corporate or person to compensation under the provisions of the Act or of the incorporated Acts ;
- (21.) 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 on the deposited plans or a proportion of such rates respectively from the time such lands or property

A.D. 1885.

A.D. 1885.

shall be acquired by the Company until the Company's works are completed and assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down;

(22.) In carrying out the diversion of the footpaths authorised by sub-sections (a) and (b) of the section of this Act the marginal note whereof is "Power to Company to hold certain lands at Horwich" the Company shall not in any way interfere with the water main belonging to the corporation of Liverpool and no part of such deviated footpath shall be at a less distance than fifteen feet from the outer edge of the said water main nearest to the said footpath except where the same shall cross the Company's Horwich Branch Railway and for a length of fifty feet measured along the said deviated footpath on either side of such branch railway: Provided that all rights whether of private persons or of the public in the said footpath shall be subject to the existing statutory rights easements powers and authorities of the corporation for laying constructing obtaining access to examining regulating cleansing draining maintaining renewing and keeping in good repair order and condition of such pipes and other works as may be required for and are incident to the purpose of conveying water from Rivington and Anderton or one of them to Liverpool: Provided also that any expense incurred by the corporation by reason of the said footpath shall be repaid to them by the Company.

Repeal of restriction on the taking of certain lands in Tyldesley-cum-Shakerley.

**36.** So much of section 20 of the Lancashire and Yorkshire Railway Act 1883 as restricts the Company from taking any part of the lands numbered 5 in the township of Tyldesley-cum-Shakerley on the said deposited plans relating to the said Hindley to Pendleton Railway is hereby repealed.

Power to Company to purchase additional lands.

**37.** Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily and may hold for the improvement and enlargement of their railways stations and works and for the construction of new stations and other works buildings and sidings and other the purposes of the undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference: And they may hold such of the said lands as have already been purchased by or for them:



- Certain lands at Pendleton in the township of Pendleton in the parish of Eccles in Lancashire on the north-west side of Priory Street; A.D. 1885. Pendleton.
- Certain lands at Swinton in the township of Worsley in the said parish of Eccles lying on the southerly side of Chorley Road and being partly between that road and Alfred Street and on the east and west sides of Thomas Street; Swinton.
- Certain other lands at Swinton in the township and parish aforesaid bounded on the south partly by Chorley Road aforesaid and on the north partly by Rutland Street and lying adjacent to Moss Lane;
- Certain lands at Pendlebury in the said township of Pendlebury bounded on the east by Burying Lane and on the north by a field belonging or reputed to belong to John Knowles and in the joint occupation of Messieurs Richard and James Sackfield Howard and George Swindley; Pendlebury.
- Certain lands at Rochdale in the township of Castleton in the parish of Rochdale in Lancashire bounded on the westerly side by Milkstone Road; Rochdale.
- Certain lands in Salford in the township of Salford in the parish of Manchester in Lancashire bounded on the north by the Crescent and on the south by the Canal Wharf and premises of Andrew Knowles and Sons (Limited) and forming a portion of Albion Place; Salford.
- Certain lands at Liverpool in the township and parish of Liverpool in Lancashire bounded on the south by Charlotte Place on the west by Wapping and on the east by Mersey Street and the Company may stop up all rights of way in and over and appropriate to their own purposes the site and soil of Charlotte Place aforesaid; Liverpool.
- Certain lands at Blackburn in the township and parish of Blackburn in Lancashire and lying immediately to the front of the passenger station of the Company at Blackburn and the Company may stop up and extinguish all rights of way in and over and appropriate the site of any road or way in over or upon such lands; Blackburn.
- Certain lands at Heckmondwike in the township of Liversedge in the parish of Birstal in the west riding of Yorkshire bounded on the south by the Company's Cleckheaton Branch Railway and on the east by Spen Beck and abutting upon the Union Mills and reservoir; Heckmondwike.
- Certain other lands at Heckmondwike in the same township and parish bounded on the north by the said branch railway and on the east by Spen Beck;

A.D. 1885.

Certain other lands at Heckmondwike in the township of Heckmondwike and parish of Birstal aforesaid bounded on the east by Greenfield House and on the north by premises belonging to or reputed to belong to the Heckmondwike Local Board of Health.

Power to  
Company to  
hold certain  
lands at  
Horwich.

**38.** Whereas the Company have acquired certain lands in the township of Horwich in the parish of Dean in Lancashire bounded on the south and south-west sides by the Red Moss on the north and north-west by the Pearl Brook and on the northerly side by Ridgmont and Wallsuches estates for the purpose of erecting thereon locomotive and other works and for making provision for and in relation to the workmen servants and others engaged at the said works and their families: Therefore the following provisions shall have effect that is to say;

(1.) The Company may hold and retain the said lands subject to the provisions of this section;

(2.) The Company may make the following new or substituted footpaths (that is to say):

(a.) A footpath commencing on Red Moss at a point at or near to the northern tributary of the Middle Brook about 400 yards measured along such tributary in a northerly direction from where the townships of Horwich Blackrod and Lostock respectively join each other and terminating by a junction with the Bolton and Chorley New Road leading from Bolton to Chorley at a point about 1220 yards measured in a south-easterly direction from the centre of the bridge carrying the said road over the Company's Horwich Branch Railway;

(b.) Another footpath commencing in the township of Blackrod and parish of Bolton-le-Moors at a point about 250 yards measured in an easterly direction along Moss Lane otherwise Coalpit Lane from the farmhouse known as "Barker's" passing over the Company's said Horwich Branch Railway and terminating in the said township of Horwich by a junction with and in the footpath which crosses Pearl Brook at a point about 440 yards measured along that brook in a south-westerly direction from where the same passes underneath the said Bolton and Chorley New Road.

(3.) When the said new or substituted footpaths are completed and opened to the public the Company may stop up and extinguish all rights of way over and appropriate to their own purposes the sites and soil of all and every the footpaths now

being in or upon or intersecting the said lands or any part or parts thereof; A.D. 1885.

(4.) The Company as to any of such lands which are not required by them for the purposes of their undertaking may for such considerations at such rents and upon such terms (pecuniary or other) and conditions as they think fit from time to time at their discretion sell grant or dispose of portions of the said lands for building purposes and may themselves erect dwellings for their workmen servants and others and may let lease grant or sell the same and may sell any chief or other rents reserved by the Company on any sale or grant of any such lands and may with the consent of three fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company duly convened with express notice of the object erect any building or buildings on the said lands to be devoted to educational or religious purposes or may with the like consent contribute funds towards the erection and maintenance of any such building or buildings;

(5.) Nothing herein contained or to be done under this Act shall prejudice or affect any existing statutory rights of the mayor aldermen and citizens of the city of Manchester under the Manchester Corporation Waterworks Act 1879 or any proceeding or award deed or assurance under the same but it shall be lawful for the said mayor aldermen and citizens and the Company to make agreements in relation to the deviation of the works authorised by the said Act of 1879 and matters incidental thereto.

**39.** Notwithstanding anything shown on the deposited plans or described in the deposited books of reference or contained in this Act the Company shall not otherwise than by agreement enter upon take or use any lands of Roger Leigh in the townships of Blackrod Aspull and Hindley. For the protection of Roger Leigh.

**40.** Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes of this Act or any of the purposes of their undertaking in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges as far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights or privileges as aforesaid. Power to take easements &c. by agreement.

A.D. 1885.

Period for compulsory purchase of lands.

Lands for extraordinary purposes.

As to taking houses of labouring class.

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

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

Provided that the Company shall not for such purposes acquire by agreement or compulsion or by both of those modes in any urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses occupied wholly or partially by persons of the labouring class.

**43.** (1.) The Company shall not under the powers of this Act purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

(a.) They shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case ; and

(b.) They shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2.) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons

residing in the houses in respect of which the scheme is made are displaced ; A.D. 1885.

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions if any as they may see fit.

(4.) Any conditions subject to which the Local Government Board may have approved of any scheme under this section or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the Local Government Board out of the Queen's Bench Division of the High Court of Justice.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court of Justice and shall be carried to and form part of the Consolidated Fund of the United Kingdom ;

Provided that the Court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking ;

A.D. 1885.

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment;

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions if any as they may see fit.

(8.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9.) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that board under the Public Health Act 1875.

(10.) The Company shall pay to the Local Government Board a sum to be fixed by that board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that board not exceeding three guineas a day for the services of such inspector.

(11.) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

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

**44.** And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from

the remainder of the said properties without material detriment thereto. Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

A.D. 1885.

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

Company empowered to underpin or otherwise strengthen houses near railway.

- (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 or otherwise strengthened;
- (2.) Each such notice if given by the Company shall be left on the premises to be underpinned 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 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

A.D. 1885.

- such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building;
- (5.) The 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 or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made within six months from the discovery thereof;
- (8.) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensation under the 68th 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 92nd section of the Lands Clauses Consolidation Act 1845.

Extending  
time for sale  
of certain  
superfluous  
lands of  
Company.

**46.** Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated the periods within which the Company may sell and dispose of any superfluous lands in the parishes enumerated in the Second Schedule to this Act or connected with the railways respectively described in the said schedule are hereby extended for the periods following that is to say as regards such of the lands as are situate near to or are adjoining any railway or station of the Company for the period of five years



from the twenty-fifth day of June one thousand eight hundred and eighty-eight and as regards the other of the said lands for the period of two years from the last-mentioned date. A.D. 1885.

47. Subject to the provisions of this Act the two companies or either of them with the consent of the other of them may in the lines and according to the levels and in the manner shown on the deposited plans and sections widen and improve and maintain the portion of their Preston and Wyre Railway herein-after mentioned and lay down additional lines of railway thereon or in connexion therewith and for the purposes of such widening and improvement the two companies in addition to any other lands which they are by this Act authorised to acquire may or either of them with the consent of the other of them may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for the purposes aforesaid and may stop up such roads and footpaths as are shown upon the said plans as intended to be stopped up.

Two companies may widen portion of Preston and Wyre Railway and execute other works.

The portion of railway herein-before referred to and by this Act authorised to be widened and improved is the following (that is to say) :

A portion of the Preston and Wyre Railway commencing in the township of Medlar-with-Wesham in the parish of Kirkham at a point about 220 yards measured in a westerly direction along the said railway from the public road level crossing at Kirkham Station and terminating in the township of Westby-with-Plumpton in the said parish at or near the bridge carrying the public road leading from Weeton to Great Plumpton over that railway.

For the purposes of tolls rates and charges and for all other purposes whatever the said widening shall be deemed to be a part of the Preston and Wyre Railway. Tolls.

At Blackpool in the parish of Bispham in Lancashire :— Blackpool.

They or one of them with the consent of the other of them may construct a subway or underbridge beneath the Blackpool and Lytham Branch of the Preston and Wyre Railway commencing by a junction with and at the easterly end of Princess Street Blackpool and terminating in land belonging or reputed to belong to the mayor aldermen and burgesses of the borough of Blackpool (in this section referred to as "the corporation") at a point about 15 yards south of the signal-box on the easterly side of the said railway. So soon as the said subway or underbridge is completed and opened.

A.D. 1885.

to the public the two companies or one of them with the consent of the other of them may stop up and extinguish all rights of way over the existing level crossing of the said Blackpool and Lytham Branch by the occupation road and public footpath at Princess Street aforesaid:

Provided that notwithstanding anything to the contrary shown on the deposited plans and sections the two companies or one of them with the consent of the other will unless otherwise agreed in writing construct the said subway or underbridge as a girder bridge 12 feet wide and with a clear headway of 7 feet in the course and direction indicated by the red lines marked "underbridge" on the plan signed by William Hunt on behalf of the two companies and by Thomas Sunderland on behalf of the corporation. The roadway underneath the said Blackpool and Lytham Branch shall be made level and the western approach thereto shall not be steeper than 1 in 25 and the eastern approach not steeper than 1 in 8 and such approaches shall be formed on the site of the adjoining streets. The structure of the said subway or underbridge shall be made and at all times maintained by the two companies in good repair and condition and as far as practicable water-tight or drip dry and with solid close iron screens on the top of the outside girders of such bridge of not less than 4 feet in height above the surface of the rails and of the full length of the span of the bridge between the abutments and the said roadway shall at all times be used free from any obstruction as and for a public road for all purposes and the corporation shall from and after the completion and opening of the said subway or underbridge maintain and keep the surface of the roadway through and under the same as a public road or street. The two companies or either of them with the consent of the other of them shall simultaneously with the making of the said subway or underbridge at their own cost and to the reasonable satisfaction of the corporation divert the sewer crossing the said Blackpool and Lytham Branch and indicated on the said last-mentioned plan by the black dotted line marked "old sewer to be diverted" to the course and position underneath the roadway passing through and under the said subway or underbridge shown by a blue-dotted line on the said plan or as near thereto as practicable and shall at their own cost and to the like satisfaction connect the same sewer as and when diverted with the existing inland main sewer of the corporation on the east side of the said Blackpool and Lytham Branch and the same sewer so marked "old sewer to be diverted" shall when

so diverted be maintained by the corporation. On the completion of the said diversion such parts of the said old sewer to be diverted as shall be in the lands of the two companies shall be abandoned and the rights of the corporation in such parts shall thereupon cease.

A.D. 1885.

**48.** Whereas divers mains pipes services and other works belonging to and now in use by the Fylde Waterworks Company (in this section called "the water company") for the purpose of their water supply will or may in the execution by the two companies or either of them on behalf of the joint undertaking of the works by this Act authorised be intersected or otherwise interfered with: Therefore the following provisions shall have effect:

For the protection of the Fylde Waterworks Company.

(1.) All works matters or things which the two companies or either of them on behalf of the joint undertaking may be empowered or required to do or execute with reference to the mains pipes services or other works of the water company shall be done and executed by and at the expense of the two companies but to the reasonable satisfaction and under the sole direction of and in such manner as shall be reasonably required by the engineer for the time being of the water company. Such works matters or other things shall not be commenced except in case of emergency until after ten days notice thereof in writing shall have been given by the two companies or either of them to the water company and if the water company by notice in writing to the two companies or either of them within seven days after the receipt by them of notice of the intended commencement by the two companies or either of them of any such work matter or thing require that the water company shall by their own engineer or workmen do or execute such work matter or thing the water company may on the expiration of the first-mentioned notice do or execute the same and the two companies shall on completion thereof pay to the water company the expenses incurred by them on the execution thereof;

(2.) In rebuilding or widening the Plumpton Bridge in the township of Westby-with-Plumpton in the parish of Kirkham to widen the Preston and Wyre Railway the two companies shall at their own cost reinstate or provide a substitute for the existing main or mains of the water company now laid in the roadway over that bridge and the approaches to that bridge from their Weeton reservoir to St. Anne's-on-the-Sea Blackpool and Lytham and shall at the cost of the water company make

A.D. 1885.

provision for enabling that company to lay down and maintain two mains or pipes each of not greater internal diameter than eighteen inches parallel with and by the side of the existing or substituted main and the water company shall have full power and authority from time to time to lay down and maintain such mains and pipes over such bridge and approaches thereto and to repair enlarge alter or renew the same: Provided that if the relative levels of the rails of the said railway and of the surface of the road over and approaches to such bridge should not admit of sufficient depth being left to enable such mains or pipes to be so laid then the two companies shall at the cost of the water company make such provision alongside or within the parapets of such bridge as will conveniently enable such additional mains or pipes to be laid alongside or within the same so and in such manner as the same shall be at all times accessible to the water company for any of the purposes of this section and that the water company shall be able to protect their mains or pipes as far as possible by means of a sufficient covering from being frozen;

- (3.) The provisions of the last preceding sub-section shall *mutatis mutandis* apply to the widening and rebuilding of the occupation road bridge over the Preston and Wyre Railway known as Slack Bridge by the two companies or either of them which will or may be interfered with by the widening of the said railway authorised by this Act and to the mains and pipes of the water company over the same bridge as if the provisions of such sub-section were repeated;
- (4.) All mains or pipes belonging to the water company which may have to be removed by reason of any of the works of the two companies under this Act shall belong to the water company;
- (5.) The two companies shall compensate the water company in respect of all damage and loss which may be sustained by the water company during the construction of the works and during their subsequent maintenance by reason or in consequence of any interruption occasioned to the water supply of the water company arising through failure in the works to be executed by the two companies or either of them on behalf of the joint undertaking under the authority of this Act: And if the two companies shall fail to pay to the water company that compensation on demand the same may be recovered with full costs of action by the water company by proceeding in any court of competent jurisdiction;

- (6.) Nothing in this section shall limit prejudice or affect the right of the water company to compensation in respect of any matter not otherwise expressly provided for by this section or in respect of lands or premises (if any) belonging to the water company which may be taken or acquired by the two companies or may be injuriously affected by the execution of the works by the two companies or either of them on behalf of the joint undertaking by this Act authorised ;
- (7.) Save as in this Act otherwise expressly provided nothing in this Act shall diminish limit prejudice or affect any of the rights or privileges of the water company ;
- (8.) If any difference shall arise between the two companies and the water company respectively as to the true intent and meaning of this section or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with reference to the settlement of disputes by arbitration.

A.D. 1885.

**49.** Subject to the provisions of this Act the two companies may enter upon take and use and appropriate for the purposes of their joint undertaking the lands herein-after described which are delineated on the deposited plans and described in the deposited books of reference and they may hold such of the lands as have already been purchased by them or either of them in connexion with the said Preston and Wyre Railway (that is to say) :—

Power to two companies to purchase additional lands.

Certain lands in the township of Layton-with-Warbreck in the parish of Bispham in Lancashire bounded on the northerly side by the Blackpool Branch of the Preston and Wyre Railway and recently belonging or reputed to belong to James Cardwell.

**50.** The committee of management appointed by virtue of the Lancashire and Yorkshire and London and North-western Railways (Preston and Wyre Railway Dock and Harbour Vesting) Act 1849 shall have and may exercise with regard to the construction maintenance and management of the widening by this Act authorised and the purchase of lands for the purposes of this Act relating to their joint undertaking all the powers and authorities conferred upon the said committee with regard to the undertaking transferred by the same Act as fully as though the same had respectively formed part of the undertaking so transferred : Provided that all lands which have been acquired or contracted for by the two companies for or which may be used for the purposes of this Act shall be applicable to the purposes and subject to the provisions of this Act and all the provisions contained in the said Act of 1849

Powers of committee of management of Preston and Wyre Railway.

[Ch. xciv.] *Lancashire and Yorkshire Railway* [48 & 49 VICT.]  
Act, 1885.

A.D. 1885: with relation to the undertaking transferred by that Act shall so far as they are applicable apply to the said works as fully as though the same had formed part of the said undertaking.

Rights of the two companies inter se not to be affected.

51. Nothing in this Act contained shall directly or indirectly alter or affect the rights liabilities or obligations of each of the two companies as between themselves with respect to the undertaking of the Preston and Wyre Company.

Provisions of certain sections of this Act applied to the two companies.

52. The provisions of the several foregoing sections of this Act the marginal notes whereof are respectively—

Power to take easements by agreement ;

Period for compulsory purchase of lands ;

Lands for extraordinary purposes ;

As to taking houses of labouring class ; and

Owner may be required to sell parts only of certain houses and buildings ;

shall extend and apply mutatis mutandis to and in relation to the two companies or such one of them as shall exercise the powers by this Act granted in relation to the said Preston and Wyre Railway or to the said committee of management as the case may be and for the purposes of this section the houses and buildings of which parts may be required to be sold shall be those set forth in the second part of the First Schedule to this Act.

Company may contribute towards funds of provident society.

53. The Company with the authority of three fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company duly convened with express notice of the special object may authorise the directors from time to time and at such times and in such mode and proportions and upon and subject to such rules regulations and conditions and to such an amount as the directors think fit to contribute towards the funds of any registered society established or to be established under the Friendly Societies Acts for the benefit of persons in the service or employment of the Company and section 37 of the Lancashire and Yorkshire Railway Act 1884 is hereby repealed.

ADDITIONAL CAPITAL.  
Power to raise additional capital.

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

A.D. 1885.

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

Shares not to be issued until one fifth part thereof shall have been paid up.

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

Qualifications of new shares or stock.

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

Power to raise capital under any other Act of this session and this Act by new shares or stock of one class.

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

Power to borrow on mortgage.

A.D. 1885. persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Former mortgages to have priority.

**59.** The mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the time of the passing of this Act shall during the continuance of such mortgages and bonds but subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages granted by virtue of this Act and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Power to apply corporate funds to purposes of Act.

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

Debenture stock.

**61.** The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

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

Receipt in case of persons not *sui juris*.

**63.** If any money is payable to a holder of shares or stock in the Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to London and North-

**64.** The London and North-western Railway Company (hereinafter in this Act referred to as "the North-western Company") may



apply to the purposes of this Act being purposes to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Acts relating to them and which may not be required for the purposes to which they are by any such Acts made specially applicable.

A.D. 1885.  
western Rail-  
way Com-  
pany to apply  
corporate  
funds to  
purposes of  
Act.

**65.** The North-western Company from time to time may raise for the purposes of this Act by the creation and issue of shares such capital as they shall think necessary not exceeding fifteen thousand pounds exclusive of the capital which they are or may be authorised to raise by any other Act or Acts of Parliament and the North-western Company may create and issue such shares either wholly or partially as ordinary or wholly or partially as preferential shares as they may think fit and the clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say)—

Power to  
North-  
western  
Company to  
raise addi-  
tional money  
by creation  
of shares.

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

The payment of subscriptions and the means of enforcing the payment of calls ;

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money ;

The conversion of the borrowed money into capital ;

The consolidation of shares into stock ;

The general meetings of the Company ;

The making of dividends ;

The giving of notices ; and

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

and Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act and shall extend and apply to the North-western Company and to the additional capital which they are by this Act authorised to raise.

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

Shares not  
to be issued  
by North-  
western  
Company  
until one  
fifth paid up.

A.D. 1885.

Except as otherwise provided new shares created by North-western Company to be subject to same incidents as ordinary shares.

Dividends on new shares created by North-western Company.

Votes and qualifications in respect of shares created by North-western Company.

North-western Company may create and issue stock in lieu of shares.

**67.** The share capital created by the North-western Company under this Act and the shares therein and the holders of those shares respectively except any share capital and shares therein to which a preferential dividend is attached and the holders of those shares respectively shall be subject and entitled to the same powers provisions forfeitures liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing ordinary share capital of the North-western Company and those shares were shares in that ordinary capital.

**68.** Every person who becomes entitled to a share created by the North-western Company under this Act shall in respect of the same be a shareholder in the North-western Company and shall be entitled to a dividend either preferential or ordinary as the case may be with the other holders of shares of the same class or description proportioned to the whole amount from time to time called and paid on such new shares.

**69.** The holders of the shares created by the North-western Company under this Act shall have rights of voting and qualifications in respect thereof on the principle that each sum of one hundred pounds paid up in respect of the shares held by any such holder shall be deemed equivalent to one original share of one hundred pounds in the capital of the North-western Company as prescribed by their Act of incorporation :

Provided that no person shall be entitled to vote in respect of any less amount than one hundred pounds paid up :

Provided also that (unless otherwise specified in any resolution of the North-western Company) no person shall be entitled to vote in respect of any share created under this Act to which a preferential dividend shall be assigned.

**70.** The North-western Company may raise by the creation of stock the money or any part thereof which they are by this Act or by any other Act passed in the present session of Parliament whether before or after the passing of this Act authorised to raise by the creation of shares :

The North-western Company may create and issue such stock either wholly or partially as ordinary or wholly or partially as preferential stock as they may think fit : And all the provisions of this Act with respect to the shares by this Act authorised to be created by that company and the holders thereof shall so far as applicable apply to the stock created under the authority of this present enactment and the respective holders thereof as fully and effectually as if those provisions were re-enacted in respect of that stock and the respective holders thereof.

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

A.D. 1885.  
New shares or stock raised by North-western Company under this Act and any other Act of this session may be of same class.

**72.** If any money is payable to a holder of shares or stock created by the North-western Company under this Act being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to that company.

Receipts from holders of North-western shares or stock in case of persons not sui juris.

**73.** The North-western Company may in respect of the additional capital of fifteen thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking for the purposes of this Act any sum not exceeding in the whole five thousand pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one half thereof is paid up and the said company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such capital have 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 capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the said company have proved to such justice as aforesaid before he so certifies that such shares or stock (as the case may be) were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same.

Power to North-western Company to borrow.

Upon production to such justice of the books of the said company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

A.D. 1885.  
For appointment of a receiver by mortgagees of North-western Company.

**74.** Every provision in any Act passed before the present session of Parliament whereby the North-western Company are authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by that company of arrears of principal money or principal money and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision :

The mortgagees of the North-western Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and 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 one thousand pounds in the whole.

North-western Company may create debenture stock.

**75.** The North-western Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by that company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by that company and shall have priority over all principal moneys secured by such mortgages.

Existing mortgages of North-western Company to have priority.

**76.** All mortgages or bonds granted or to be granted by the North-western Company under the authority of any former Act relating to that company shall during the continuance thereof but subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages granted by them by virtue of this Act and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the said company.

Saving from effects of repeal.

**77.** The repeal by this Act of any enactment shall not affect—  
Anything already duly done or suffered ; or  
Any right privilege obligation or liability already acquired accrued or incurred ; or  
Any investigation legal proceeding or remedy in respect of any such right privilege obligation or liability.

Interest not to be paid on calls paid up.

**78.** No interest or dividend shall be paid out of any share or loan capital which the Company or the North-western Company are by this or any other Act authorised to raise to any shareholder

on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company or the North-western 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. A.D. 1885.

**79.** The Company or the North-western 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 or the North-western Company to construct any other railway or to execute any other work or undertaking. Deposit for future Bills not to be paid out of capital.

**80.** Nothing in this Act contained shall exempt the Company or the London and North-western Railway Company or their railways 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. Provision as to general railway Acts.

**81.** 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. Costs of Act.

A.D. 1885.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

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

PART I.

Township.	Numbers on deposited Plans.
LOOP LINE—PEMBERTON TO HINDLEY.	
Pemberton -	-   12, 27.
Ince-in-Makerfeld	-   109, 111, 112, 113, 114, 120, 121, 126, 127, 128, 129, 138A, 143, 145.
ALTERATION OF LEVELS OF PORTION OF AUTHORISED HINDLEY TO PENDLETON RAILWAY.	
Tyldesley-cum-Shakerley	61, 70, 72, 73.
Little Hulton -	-   66, 70.
WIDENING LINE AT HINDLEY.	
Ince-in-Makerfeld	-   34, 35.
Hindley -	-   35, 41.
WIDENING BRIDGE—MILL HILL, BLACKBURN.	
Livesey -	-   8.
WORKS AND LANDS AT HECKMONDWIKE (LANDS).	
Liversedge	-   3.

PART II.

PRESTON AND WYRE RAILWAY.

Township.	Numbers on Deposited Plans.
WIDENING PRESTON AND WYRE RAILWAY AT KIRKHAM.	
Medlar-with-Wesham	-   2.
Westby-with-Plumpton	-   26.

THE SECOND SCHEDULE.

A.D. 1885.

SUPERFLUOUS LANDS OF THE COMPANY.

Parish.	County.
Manchester Prestwich-cum-Oldham Middleton Halsall Preston Ormskirk Prescott Blackburn Whalley Wigan Ecclestone Walton-on-the-Hill Sefton Bury Bolton-le-Moors Dean Standish Chorley Leyland Radcliffe Rochdale	Lancaster.
Halifax Dewsbury Wakefield Thornhill Sandal Magna Darton Silkstone Birstal Methley Castleford Womersley Burgwhallis Kirkburton Emley High Hoyland Gisburne Sawley-cum-Tosside	West Riding of Yorkshire.

A.D. 1885.

THE SECOND SCHEDULE—*continued.*

RAILWAYS.

Hunts Bank Extension.	Clifton Junction to Bacup.
Middleton Branch.	Stubbins to Accrington.
Heywood Branch.	Manchester Prestwich and Radcliffe
Oldham Branch.	Line and Radcliffe Fork.
Oldham Branch Extension.	Loop Line at Manchester.
Liverpool Ormskirk and Preston.	Ripponden Branch.
Preston Extension.	Stainland Branch.
Skelmersdale Branch and Extension.	Halifax Branch and Widening.
North Lancashire Loop.	Dewsbury Branch.
Wigan and Southport.	Barnsley and Silkstone Branches.
Aintree and Bootle Branch.	Heckmondwike to Thornhill.
Heywood Branch Extension.	Brighouse Branch and Extension.
Heap Bridge Branch.	Methley Branch.
Horwich Branch.	Askerne Branch.
Salford to Victoria Line.	Clayton West Branch.
Bolton and Preston and Grindford	Chatburn to Hellifield Line.
Bar Branch.	