

CHAPTER xcv.

An Act for conferring further powers on the Lancashire and Yorkshire Railway Company with relation to their own Undertaking and upon that Company and the London and North Western Railway Company in respect of Undertakings in which they are jointly interested and for other purposes. A.D. 1893.
[29th June 1893.]

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 widen and improve their Clayton West Branch Railway;

To abolish certain level crossings of their railways and otherwise to deal with certain roads and footpaths connected with their undertaking;

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

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: Additional capital.

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 (in this Act called "the North Western Company") and the said undertaking is managed by a committee appointed by the two companies and called and in this Act referred to as "the committee of management" and it is

[Ch. xcv.] *Lancashire and Yorkshire Railway* [56 & 57 VICT.]
Act, 1893.

A.D. 1893. — expedient that the two companies should be empowered to purchase and acquire additional lands for the purposes of the said undertaking :

53 & 54 Vict.
c. clvii. And whereas the two companies have entered into an agreement with respect to the user by the North Western Company of certain bridges or archways in the borough of Salford authorised to be made or widened under the powers of the Lancashire and Yorkshire Railway Act 1890 (in this Act called "the Act of 1890") and it is expedient that such agreement should be confirmed :

31 & 32 Vict.
c. lxiv.
37 & 38 Vict.
c. cii. And whereas under and by virtue of the Lancashire and Yorkshire Railway (Extension of Time &c.) Act 1868 and the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act 1874 the Company have subscribed towards the capital and become shareholders in the undertaking of the dock company at Kingston-upon-Hull (herein-after referred to as "the dock company") and it is provided by those Acts that in respect of such subscriptions the Company should not be entitled to more than one thousand votes at meetings of the dock company but that they should be entitled to nominate one of their directors to be a director of the dock company and to nominate some person to attend on their behalf any meeting of the dock company and to vote thereat and to exercise all the privileges and powers attaching to other shareholders at such meeting except as to the appointment of directors of the dock company which exception is also extended by section 8 of the Hull Docks Act 1883 to any part being taken by the nominated director of the Company in the choice of chairman and deputy chairman of the dock company and it is expedient that such restrictions should be removed :

46 & 47 Vict.
c. xxvii.

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 widening 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 works lands and property in Lancashire been deposited with the clerk of the peace for the county palatine of Lancaster and as regards the railways widening works lands and property in the west riding of the county of York with the clerk of the peace for the said west

riding and those plans sections and books of reference are in this Act referred to as the deposited plans sections and books of reference respectively : A.D. 1893.

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 1893. Short title.

2. The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. relating to the construction of a railway of the Railways Clauses Act 1863 are except where the same are expressly varied by this Act incorporated with and form part of this Act. Incorporation of general Acts.

3. Subject to the provisions of this Act the provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say) :— 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 ;
- 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 ; and
- The provision to be made for affording access to the special Act by all parties interested :

And Parts I. II. and III. of the Companies Clauses Act 1863 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.

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 some- Interpretation.

A.D. 1893. — thing in the subject or context repugnant to such construction
And for the purposes of this Act the expression "superior courts"
or "court of competent jurisdiction" or any other like expression
in this Act or any Act wholly or partly incorporated herewith shall
be read and have effect as if the debt or demand with respect to
which the expression is used were a common simple contract debt
and not a debt or demand created by statute.

Power to
make rail-
ways &c.

5. Subject to the provisions of this Act the Company may in
the west riding of the county of York make and maintain in the
lines and according to the levels shown on the deposited plans and
sections the new railways and the widening (including in that
expression the alteration and the improvement of and the laying
down of additional lines of rails) of the portion of railway 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 new
railways and widening as intended to be stopped up or diverted
respectively :—

NEW RAILWAYS.

- (a) A railway (Railway No. 1) 3 miles 2 furlongs 2·4 chains
in length commencing in the township of West Clayton other-
wise Clayton West in the parish of High Hoyland by a junction
with the Clayton West Branch Railway of the Company at the
termination thereof and terminating in the township of Darton
in the parish of Darton by a junction with the Barnsley
Branch Railway of the Company at a point about 300 yards
in a north-westerly direction from the Darton Passenger
Station :
- (b) A railway (Railway No. 2) 2 furlongs 9·67 chains in length
commencing in the township of Kexbrough in the said parish
of Darton by a junction with Railway No. 1 in a field belong-
ing or reputed to belong to Wentworth Blakett Beaumont
and in the occupation of Joseph Fountain about 325 yards
east of the farmhouse or cottages known as Fox Hall and
terminating in the township of Woolley in the parish of
Royston by a junction with the said Barnsley Branch Railway
at a point about 1100 yards in a south-easterly direction from
the Haigh Passenger Station.

WIDENING OF CLAYTON WEST BRANCH RAILWAY.

A.D. 1893.

The widening and improving of the said branch railway for the whole length thereof from its junction with the Huddersfield and Penistone Railway of the Company in the township of Shelley in the parish of Kirkburton to its termination in the said township of West Clayton otherwise Clayton West.

6. The new railways and widening herein-before described shall for the purposes of tolls rates and charges and all other purposes whatsoever be part of the Lancashire and Yorkshire Railway.

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

7. If the new 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 said railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Period for completion of railways.

8. If the Company fail to complete the new 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 new railway in respect 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 new railways and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening such new railway by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Penalty unless railways opened within the time limited.

9. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the "London

Application of penalty.

A.D. 1893.

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

Company not liable to repair surface of road gradient of which is not increased.

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

For the protection of the Dewsbury and Heckmondwike Waterworks Board.

11. The following provisions for the protection of the Dewsbury and Heckmondwike Waterworks Board (in this section referred to as "the waterworks board") shall unless otherwise agreed be binding upon the Company in relation to the widening of the Clayton West Branch Railway by this Act authorised (that is to say):—

- (1) The works of the Company shall be so constructed and carried out at the cost of the Company as not to interfere in any way with the exercise by the waterworks board of the rights and powers conferred upon them by their several Acts and Orders and the works authorised by the said Acts and Orders;
- (2) Before any works of the Company affecting the construction and maintenance of the aqueducts and works of the waterworks board shall be commenced by the Company a plan and section

showing the intended works of the Company in relation to the said aqueduct and works of the waterworks board shall be furnished to the waterworks board for the reasonable sanction and approval of their engineer who shall thereupon specify and describe the works requisite to be executed by the Company for the protection of the said aqueduct and works and the works of the Company shall be executed in accordance with such requirements and not otherwise ;

- (3) The waterworks board shall not be liable for and shall be indemnified by the Company against all damage and injury which may be caused to the line and works of the Company and the traffic thereon and the persons and property being conveyed on or using such railway by breaking bursting or leaking of or escape from any aqueducts water mains or pipes belonging to or under the control of the waterworks board unless such damage or injury shall have arisen as the consequence of an act or default of the waterworks board or of their contractors officers agents workmen or servants ;
- (4) The Company shall be responsible for and make good to the waterworks board all costs losses damages and expenses to be sustained by them by reason of any of the matters herein-before provided for or by reason of any damage to be occasioned to persons or property or otherwise by reason of the execution or any defect or default in execution (whether by the Company or their contractors agents workmen or servants) of the powers of this Act and shall indemnify the waterworks board from all claims and demands upon or against them by reason of any such execution or defect or default therein or arising therefrom ;
- (5) The costs of all works and matters which are under this section to be executed done or provided by the waterworks board at the cost of the Company and all other costs and expenses by this section made payable by the Company to the waterworks board shall be paid on demand and shall be recoverable in any court of competent jurisdiction ;
- (6) In the event of any difference arising between the engineer of the waterworks board on the one hand and the engineer of the Company on the other hand in respect of any plan or execution of any of the works provided for by this section the same shall be settled by reference to an engineer to be appointed by the Board of Trade upon the request of either party and the costs of the reference shall be in the discretion of the referee.

A.D. 1893.

Further
works by
the Com-
pany.

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

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

IN THE COUNTY OF LANCASTER.

(Oldham.)

At Oldham in the township of Oldham in the parish of Prestwich-cum-Oldham :

- (a) They may make a new road commencing at a point in Yates Street about 20 yards measured along that street in an easterly direction from its junction with Cromford Street and terminating in Shaw Road at a point about 90 yards measured along the same in a northerly direction from the junction therewith of Daltry Street and notwithstanding anything shown on the deposited sections they may make the gradients of the said new road 1 in 13 on the east side of the bridge to carry the same over the Oldham Rochdale and Royton Railway of the Company and 1 in 17.46 on and on the west side of that bridge up to Hesse Street and 1 in 64 from Hesse Street to Shaw Road ;
- (b) So soon as the said new road is completed and opened to the public the Company may remove the existing footbridge carrying the footpath which leads from Stourport Street to Acre Lane over the said Oldham Rochdale and Royton Railway and also the footbridge carrying the footpath which leads from Chapman Street to Cromford Street over that railway and they may stop up the existing footpaths now traversing the triangular plot of land bounded on the west by the said Oldham Rochdale and Royton Railway on the north-east by the backs of the houses on the south-west side of Acre Lane and on the south by Yates Street.

In the townships of Little Bolton and Great Bolton in the parish of Bolton-le-Moors : A.D. 1893.

They may make a new road commencing at or near the bridge over the River Croal about 40 yards north-west of the level crossing by a private road in continuation of Gilnow Lane of the Bolton and Preston Railway of the Company and terminating at the junction of Mayor Street with Spa Road. (Bolton.)

At Wigan in the township and parish of Wigan : (Wigan.)

They may increase the span of or make additional arches or openings on both sides of the bridge carrying the North Union Railway over the Wigan and Southport line of the Company and they may for the purposes aforesaid pull down the whole or any portion of the existing bridge. The Company and the North Western Company may enter into and fulfil agreements for or in relation to the execution of the said work or any matter connected therewith.

In the township of New Accrington in the parish of Whalley : (Accrington.)

(a) They may widen on the southerly side the bridge carrying their Accrington to Blackburn Railway over Lonsdale Street and may make the headway of the widened portion of the bridge 12 feet ;

(b) They may enter upon and take compulsorily or by agreement the following lands :—

(1) Certain lands abutting on the south side of the said last-mentioned railway and extending from a point about 20 yards east of Antley Old Lane to Lonsdale Street aforesaid ;

(2) Certain other lands bounded on the north by the said lastly-mentioned railway and on the west by Lonsdale Street aforesaid ;

(3) Certain other lands bounded on the south-east by the said railway and on the west also by Lonsdale Street.

At Church in the township of Oswaldtwistle in the said parish of Whalley : (Church.)

(a) They may widen on the north-easterly side the bridge carrying their said Accrington to Blackburn Railway over the public road leading from Blackburn to Accrington and may make the headway of the widened portion of the said bridge 15 feet and 5 inches and the span of such portion 31 feet ;

(b) They may enter upon and take compulsorily or by agreement certain lands abutting on the north-east side of the said last-mentioned railway and lying between the Leeds and Liverpool Canal and the said public road.

[Ch. xcv.] *Lancashire and Yorkshire Railway* [56 & 57 VICT.]
Act, 1893.

A.D. 1893. At Rochdale in the township of Wardleworth in the parish of
Rochdale :

(Rochdale.)

- (a) They may divert a portion of Foxholes Lane such diversion commencing in the said lane at its junction with Taylor Street and terminating in Foxholes Lane aforesaid at a point about 87 yards measured along the same in a north-westerly direction from its junction with Yorkshire Street ;
- (b) They may increase the span of or make additional arches or openings on the north-east side of the bridge carrying Taylor Street aforesaid over the Rochdale to Shawforth Branch Railway of the Company and for the purposes aforesaid they may pull down the whole or any portion of the existing bridge ;
- (c) They may enter upon and take compulsorily or by agreement certain lands abutting on the north-easterly side of the said branch railway and extending from Taylor Street to the approach on the north-east side of the Wardleworth Passenger Station and which said lands are partly intersected by Foxholes Lane aforesaid.

(West-
houghton.)

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

- (a) They may divert the public footpath leading from Top-o'-th'-Slack to the road which crosses the Liverpool and Bury Railway of the Company on the level about 700 yards in a north-easterly direction from the bridge carrying the public road leading from Adlington to Westhoughton over the said railway such diversion commencing at a point in that footpath about 173 yards measured along the same partly in a south-easterly and partly in an easterly direction from Slack Lane and terminating at or near the level crossing herein-before mentioned ;
- (b) They may enter upon and take compulsorily or by agreement certain lands situate on the north-west side of the said Liverpool and Bury Railway and lying between points about 320 yards and 700 yards respectively north-east of the bridge carrying the said Adlington to Westhoughton Road over the said railway ;
- (c) So soon as the said new footpath is completed and opened to the public the Company may stop up and extinguish all rights of way in and over so much of the said public footpath as lies between the commencement and termination of the said diversion.

(Summer-
seat.)

At Summerseat in the township of Walmersley-cum-Shuttleworth in the parish of Bury :

- (a) They may divert the public footpath leading from Rowlands to Springside such diversion commencing in the said footpath

at a point about 300 yards measured along the same in a southerly direction from the south-west corner of the boundary wall of Rowlands Wesleyan Chapel and terminating in the same footpath at the junction therewith of the footpath leading from Summerseat to Springside across the East Lancashire Railway of the Company; A.D. 1893.

- (b) In connection with the said work they may enter upon and take compulsorily or by agreement certain lands abutting on the north-easterly side of the East Lancashire Railway and extending from the south-east corner of the goods warehouse at Summerseat Station to a point about 350 yards south and south-east of the said goods warehouse;
- (c) So soon as the said new footpath is completed and opened to the public the Company may stop up and extinguish all rights of way in and over so much of the said public footpath as lies between the commencement and termination of the said diversion.

At Salford in the township of Salford in the parish of (Salford.)
Manchester:

- (a) They may divert East Ordsall Lane such diversion commencing at the junction therewith of Lower Islington Street and terminating at the junction of Queen's Terrace with East Ordsall Lane aforesaid;
- (b) So soon as the said diversion is completed and opened to the public the Company may stop up and extinguish all rights of way in and over so much of East Ordsall Lane aforesaid as lies between the point of commencement and termination of the lastly described work;
- (c) They may close and cover up the opening between the two existing bridges carrying the Company's Manchester and Bolton Railway and the sidings thereof over East Ordsall Lane aforesaid and sub-sections (7) and (8) of section 15 of the Act of 1890 are hereby repealed and the Company shall remove and reconstruct the said bridges and shall construct the bridge carrying the railway (as authorised to be widened under the powers of the Act of 1890) with a span of not less than forty feet over East Ordsall Lane aforesaid and the said diversion and widening shall be carried out in accordance with a plan signed by Joseph Corbett, on behalf of the corporation and William Hunt on behalf of the Company.

At Manchester in the township and parish of Manchester:

- (a) They may divert so much of Moreton Street as lies between a point about 30 yards (measured along that street in a south- (Manchester.)

[Ch. xcv.] *Lancashire and Yorkshire Railway* [56 & 57 VICT.]
Act, 1893.

A.D. 1893.

westerly direction) from its junction with Great Ducie Street and that junction ;

- (b) So much of the sub-section 2 (g) of section 18 (For the protection of the Corporation of Manchester) of the Act of 1890 as requires that the widening of the Manchester and Leeds Railway of the Company where it crosses over Ashley Lane and Back Irk Street in the city of Manchester shall be by girder bridges having a headway not less than that shown on the sections deposited for the purposes of the application for that Act is hereby repealed and the Company may carry the said widening over Ashley Lane and Back Irk Street respectively by a horizontal girder bridge of which in each case the under side shall be of not less height than is shown on the deposited sections.

(Nelson.)

At Nelson in the township of Great Marsden and Little Marsden in the parish of Whalley :

- (a) They may construct a footbridge commencing on the north-east side of Barker House Road at a point about 16 yards south-east of the level crossing of that road by the Accrington and Colne Extension Railway of the Company and terminating on the same side of Barker House Road aforesaid at a point about 33 yards north-west of the said level crossing ;
- (b) They may divert the footway of Barker House Road between those points over the said footbridge ; and
- (c) When the said footbridge is completed and opened to the public the Company may abolish the said level crossing for foot passengers ;
- (d) They may enter upon and take compulsorily or by agreement the following lands :—
- (1) A certain strip of land situate on the south-east side of the said railway lying between the footpath level crossing over that railway known as Bowling Row Crossing and a point distant about 37 yards north-east thereof ;
 - (2) Certain other lands lying on the north-west side of the said railway extending from the said Bowling Row Crossing to a point distant about 57 yards in a north-easterly direction from the said crossing.

IN THE WEST RIDING OF THE COUNTY OF YORK.

(Brighouse.)

At Brighouse in the township of Clifton in the parish of Dewsbury :

- (a) They may divert the public footpath leading from Thornhill Lane to the main road which passes underneath the Brighouse

Branch Railway near the Clifton Road Station such diversion commencing in the said footpath at a point immediately east of the crossing by the same of that branch railway and terminating in the said main road at a point about 30 yards measured in a westerly direction along the same from the viaduct carrying the said branch railway over the said road ;

A.D. 1893.

(b) They may enter upon and take compulsorily or by agreement certain lands situate on the west side of the said Brighthouse Branch Railway and extending from the said main road for a distance of about 640 yards in a northerly direction ;

(c) So soon as the said new footpath is completed and opened to the public the Company may stop up and extinguish all rights of way in and over so much of the said public footpath as lies between the commencement and termination of the said diversion.

13. The Company in constructing the several works authorised by the preceding section of this Act the marginal note whereof is "Further works by the Company" may deviate from the centre lines shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively but so nevertheless that no part of such deviation extend to a greater distance than the said limits and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet but not so as to increase the gradient of any work as shown on the said sections except in the case of the new road to be constructed at Oldham as by this Act authorised.

Power to deviate in construction of works.

14. Every new or diverted or substituted road or footpath constructed under the powers of the section of this Act the marginal note whereof is "Further works by the Company" shall be repaired and maintained by the same body or persons (including the Company) and by the same means as other roads streets footways or highways in the parishes townships or places in which such new diverted or substituted roads and footpaths will be situate are for the time being liable to be repaired or maintained Provided that unless otherwise agreed 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 diverted roads or footpaths Any such agreements shall be deemed to be purposes of the public Acts under which such body or persons have jurisdiction and any expenses incurred in relation to such agreements shall be deemed to be expenses incurred for the purposes of those Acts The certificate of two justices

As to repair &c. of substituted roads &c.

A.D. 1893. — of the due completion of any such diverted road or footpath shall be conclusive evidence of the fact so certified and such certificate shall be obtained and the diverted road or footpath opened to the public before the existing road or footpath is interfered with except in so far as may be necessary for the construction and completion of such diverted road or footpath.

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

15. 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 streets roads and footpaths stopped up and discontinued under the authority of this Act or rendered unnecessary by reason of the construction of any of the works by this Act authorised or included within the limits of the lands shown on the deposited plans as intended to be compulsorily taken and which shall be so taken and the fee simple and inheritance of such streets 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 corporation of Accrington.

16. For the protection of the mayor aldermen and burgesses of the borough of Accrington (in this section referred to as "the Accrington Corporation") the following provisions shall unless otherwise agreed between the Company and the corporation have effect and be carried out by and at the expense of the Company in relation to so much of the widening of the Accrington and Blackburn Railway of the Company as is situate in the township of New Accrington in the parish of Whalley and county of Lancaster (that is to say) :—

- (1) Before the Company shall break up cross or otherwise interfere with any street within the borough of Accrington they shall give to the Accrington Corporation notice thereof in writing and such notice shall be delivered to the town clerk of the said borough at his office not less than fourteen days before the works shall be commenced ;
- (2) Before the Company shall commence any works within the said borough which shall cause any temporary obstruction or diversion of any street or any part of any street such obstruction or diversion shall be reasonably approved by the surveyor of the Accrington Corporation and the Company shall before commencing any such works at their own expense make such arrangements for the passage of traffic as the Accrington Corporation may reasonably require ;

- (3) The Company in widening the bridge carrying their Accrington and Blackburn Railway over Lonsdale Street shall construct the new portion of the said bridge of a span of 40 feet at the least in order that the span of the new portion of the said bridge where it passes over Lonsdale Street may be of the full width of that street and the new portion of the said bridge shall be of the same height as the existing portion and the Company shall construct the new portion of the said bridge to the reasonable satisfaction of the Accrington Corporation and the Company shall at all times maintain the said new and existing portions of the said bridge in a sound and so far as may be reasonably practicable in a water-tight and drop-dry condition ;
- (4) The Company shall to the reasonable satisfaction of the Accrington Corporation provide and fix glass deck-lights in the six-foot spaces between the lines of way over the new and existing portions of the said bridge to light the whole of the roadway and footpath under the said bridge and the Company shall also to the reasonable satisfaction aforesaid provide and supply with gas at their own expense all extra lamps required by reason of the widening of the said bridge ;
- (5) The Company shall form and metal the street or roadway under the said bridge for the whole length thereof between the abutment walls of the said bridge and such portion of the approaches thereto on either side of the bridge as shall be interfered with by the Company and shall construct footways on both sides of the bridge of not less width than the existing footways and not more than 6 inches above the level of the roadway and shall properly pave kerb and channel the same and the Company shall not in constructing the said bridge alter the present levels of Lonsdale Street ;
- (6) The Company shall construct and maintain proper and substantial parapets or screens not less than 7 feet in height above the level of the rails on both sides of the said bridge and the Company shall not use or permit to be used the parapets abutments or screens of the said bridge for advertising or bill-posting purposes except such as relate to the business of the Company ;
- (7) The Company shall not stop up or interfere with the street called Bent Street leading out of Lonsdale Street in a westerly direction or the back road at the rear of the houses on the westerly side of Lonsdale Street until they have constructed a new road of equal width with Bent Street to the reasonable

A.D. 1893.

A.D. 1893.

- satisfaction of the Accrington Corporation in lieu of Bent Street in order to enable access to be obtained from such back road into Lonsdale Street ;
- (8) The Company shall construct a sewer along the said new road to lead into the said back road to connect the existing sewer in the said back road with the sewer in Lonsdale Street with all proper manholes junctions and other works to the reasonable satisfaction of the Accrington Corporation ;
- (9) Whenever in the execution of the powers of this Act it may be necessary either temporarily or permanently to intercept or interfere with any sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved by the Accrington Corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with and in such manner as shall be reasonably approved by the Accrington Corporation The Company shall be responsible for any damage caused to any existing sewer or drain by subsidence or otherwise through their operations ;
- (10) If by reason of the execution of any of the powers of this Act any increased length of sewers drains or pipes or any additional apparatus shall become necessary the same shall be forthwith constructed and laid by the Company according to such plans and sections and in such reasonable manner as shall be approved by the Accrington Corporation ;
- (11) The Company shall on demand pay to the Accrington Corporation all expenses incurred by them in altering relaying and making good any sewers and drains interfered with or affected by the works by this Act authorised ;
- (12) Where any house or building is severed by the Company from other property the Company shall to the reasonable satisfaction of the surveyor of the said borough build up and secure the severed end of such house and building ;
- (13) The Company shall cause the works within the said borough authorised by this Act to be sufficiently lighted and watched both by day and night for the protection of the public until the completion thereof ;
- (14) The Accrington Corporation shall not be liable for and shall be indemnified by the Company against all damages and injury which may be caused by or during the construction of the

A.D. 1893.

Company's works to the railway and works of the Company and the traffic thereon and the persons and property being conveyed in or using such railway by breaking bursting or leaking of or escape from any sewers or pipe belonging to or under the control of the Accrington Corporation unless such damage or injury shall have arisen as the consequence of any act or default of the Accrington Corporation or of their contractors officers agents workmen or servants ;

- (15) All the works to be executed by the Company under the powers of this Act in the said borough shall be so executed at the costs in all respects of the Company in accordance with plans and sections to be first submitted to and reasonably approved by the Accrington Corporation under the hand of the town clerk and under the superintendence and to the reasonable satisfaction of the surveyor of the said borough ;
- (16) If any difference arise between the Company and the Accrington Corporation touching anything that is to be done or not to be done under the provisions of this section such difference shall be settled by an engineer to be appointed (unless otherwise agreed upon) on the application of either of the parties in difference by the Board of Trade and the costs of the reference shall be borne as he shall direct.

17. If the Company execute the works and acquire the lands at Accrington by this Act authorised the following provisions for the protection of William Peel or other the tenant for life for the time being of the Peel estate (in this section herein-after called "the owner") shall have effect:—

For the protection of
William
Peel.

- (1) The Company shall purchase and acquire from the owner the copyhold interests in the lands in the township of New Accrington in the parish of Whalley and county of Lancaster coloured pink and yellow on a plan signed by William Hunt on behalf of the Company and by Walter Eastham on behalf of the owner on such terms and subject to such conditions as may be agreed or in case of difference as shall be settled by arbitration according to the provisions of the Lands Clauses Acts ;
- (2) The Company shall acquire and surrender to the owner the leasehold interest in the land and buildings coloured blue on the said plan and shall at their own expense effect or cause to be effected a legal apportionment of the rent reserved by the lease under which such land and buildings are held as between the land and buildings to be so acquired and the land and buildings remaining subject to such lease and shall compensate

A.D. 1893.

the owner for the loss of any rent which may be apportioned on the land acquired ;

- (3) The Company shall devote so much of the land coloured yellow as is surrounded by red lines on the said plan for the purposes of footpaths to Lonsdale Street and Corporation Street respectively ;
- (4) The Company shall devote so much of the land fronting Corporation Street and coloured pink and yellow on the said plan as is surrounded by green lines for the purposes of a road 15 feet in width to form a communication between Corporation Street and a back road intended to be formed by the owner ;
- (5) The Company shall repay the owner such proportion of the expenses already paid or incurred by him in respect of the paving of Lonsdale Street and the sewerage of Corporation Street as is attributable to the frontages to those streets to be acquired by the Company ;
- (6) The Company shall bear the whole expense of paving and sewerage the said road 15 feet in width provided for in sub-section 4 hereof the whole expense in respect of all footpaths to be formed in front of the lands to be acquired by them and one moiety of all expenses to be incurred in respect of the roadways to be formed next to such footpaths subject to the deduction therefrom of any sums which may have been paid by them under the provisions of sub-section 5 hereof.

For the protection of the corporation of Rochdale.

18. If the Company divert Foxholes Lane under the powers of this Act the following provisions shall have effect for the protection of the mayor aldermen and burgesses of the borough of Rochdale (in this section called "the corporation") unless otherwise agreed on in writing between the Company and the corporation (that is to say) :—

- (1) The Company shall make the diversion of Foxholes Lane not less than twelve yards wide throughout and so soon as the roadway of the said diversion has been temporarily metalled with cindered footpaths and opened for public traffic they shall but not before stop up or interfere with the existing Foxholes Lane except in so far as it may be necessary for the making of the junction therewith of the said diversion ;
- (2) After sufficient time has been allowed for the said diverted road to consolidate the Company shall pay the cost of forming sewerage draining levelling paving flagging kerbing and channelling the said diverted road ;
- (3) So soon as the said diversion is completed and formed sewerage drained levelled paved flagged kerbed and channelled as afore-

A.D. 1893.

said it shall become a public highway and be thenceforward maintained by the corporation accordingly ;

- (4) The Company shall sewer drain level pave flag kerb and channel so much of Taylor Street as abuts on the property of the Company and thereupon that street shall become a public highway and be maintained by the corporation accordingly ;
- (5) The Company shall divert Foxholes Brook where it passes through the lands proposed to be acquired by the Company under the powers of this Act into a culvert to be constructed by the Company in such line through the said lands as may be agreed on between the Company and the corporation ;
- (6) All works to be done under the provisions of this section shall be done by and at the cost of the Company and to the reasonable satisfaction of the corporation ;
- (7) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall apply to the water and gas mains of the corporation and to the corporation in respect thereof as though the corporation were a water or gas company or society ;
- (8) If by reason of the making of the said diversion any additional water or gas mains sewers and drains or any increased length or capacity thereof respectively be rendered necessary the same shall be respectively provided by and at the cost of the Company ;
- (9) If any difference shall arise between the corporation and the Company such difference shall be determined by an engineer to be appointed (unless otherwise agreed on) on the application of either of the parties in difference by the President of the Institution of Civil Engineers and the costs of such determination shall be borne as such engineer shall direct.

19. Notwithstanding anything in this Act contained and without prejudice to the provisions of sub-section 2 of the next preceding section of this Act the following provisions shall have effect for the protection of John Bertie Norreys Entwisle and his successors in title owner and owners of an estate called Foxholes in the borough of Rochdale in the county of Lancaster (herein-after included in the term "the owner") save so far as may otherwise be agreed upon in writing between the Company and the owner (that is to say) :—

For the protection of
John Bertie
Norreys
Entwisle.

- (1) The Company shall not otherwise than by agreement purchase any of the land of the owner east of Foxholes Lane unless the Company shall divert such lane under the powers of this Act and if the Company shall so divert such lane shall not

A.D. 1893.

otherwise than by agreement purchase any of the land of the owner east of the centre line of the diversion of such lane and the owner shall permit the Company to appropriate and use for the purposes of such diversion and shall dedicate for such purposes so much of his land as may be required for the easterly half part of the diverted road without making any charge therefor ;

- (2) The Company shall be at liberty so far as may be necessary and without making any payment therefor but under the superintendence and to the reasonable satisfaction of the agent for the time being of the owner to carry into the adjoining land of the owner the embankment supporting any part of the diversion of Foxholes Lane which may be constructed on embankment and to cut down to a proper slope such portion of the adjoining land of the owner as may be necessary where such diversion may be constructed in cutting but the Company shall not acquire any ownership in or further right over any land used for any such embankment or cut down for such slope except for the purpose of executing necessary repairs from time to time in or upon any such embankment or slope while the Company continue responsible for the maintenance thereof ;
- (3) The Company shall contemporaneously with the making of such diversion of Foxholes Lane construct along the easterly boundary thereof on the adjoining land of the owner a good fence of flags of the height of 5 feet at the least above the surface of the road which fence after its construction shall be the property of the owner and shall thenceforth be maintained and repaired by him.

For the protection of the corporation of Manchester.

20. For the protection of the mayor aldermen and citizens of the city of Manchester in the county of Lancaster (in this Act called "the Manchester Corporation") the following provisions shall have effect :—

- (1) The agreement set forth in the Third Schedule to this Act is hereby confirmed and may and shall be carried into effect by the respective parties thereto ;
- (2) With reference to the water main of the Manchester Corporation under Stanley Street in the borough of Salford the following provisions shall unless otherwise agreed between the Manchester Corporation and the Company be binding upon the Company and full effect shall be given thereto :—
 - (a) Before occupying or using the site in Stanley Street aforesaid or any part thereof for any purpose under the

powers of this Act the Company shall provide and execute such works as the engineer of the Manchester Corporation may reasonably require for the purpose of the protection of such water main and the perpetual user thereof by the Manchester Corporation and for affording access thereto and enabling the same to be maintained and repaired and if it be necessary in the opinion of the engineer of the Manchester Corporation in consequence of the intended works of the Company to substitute within the limits of Stanley Street aforesaid or the property adjoining thereto belonging to the Company or to be acquired by them under the powers of this Act another main for that now existing the provisions of this section shall apply to such substituted main instead of the existing main ;

- (b) The engineer of the Manchester Corporation shall and may furnish to the Company a plan and particulars of the works so required to be provided and executed and the said works shall be executed to the reasonable satisfaction of the engineer of the Manchester Corporation and shall thereafter be maintained by the Company ;
- (c) If the Manchester Corporation so desire and give notice thereof to the Company any substituted main shall be laid by the Manchester Corporation and the Company will on demand pay to the Manchester Corporation any costs incurred by them in providing a substituted main and other works under this sub-section ;
- (d) The Manchester Corporation shall not be liable for and shall be indemnified by the Company against all damage and injury which may be caused to the line and works of the Company and the traffic thereon and the persons and property being conveyed on or using such railway by breaking bursting or leaking of or escape from the said water main or any water main to be laid in renewal thereof unless such damage or injury shall have arisen as the consequence of any act or default of the Manchester Corporation or of their contractors officers agents workmen or servants ;
- (e) The Company shall be responsible for and make good to the Manchester Corporation all costs losses damages and expenses to be sustained by them by reason of any of the matters herein-before provided for or by reason of any damage to be occasioned to persons or property or otherwise by reason of the execution or of any defect or default

A.D. 1893.

in execution (whether by the Company or their contractors agents workmen or servants) of the powers of this Act and shall indemnify the Manchester Corporation from all claims and demands upon or against them by reason of any such execution or defect or default therein or arising therefrom ;

(f) The cost of all works and matters which are under this section to be executed done or provided by the Manchester Corporation at the cost of the Company and all other costs and expenses by this section made payable by the Company to the Manchester Corporation shall be paid on demand and shall be recoverable in any court of competent jurisdiction ;

(g) In the event of any difference arising between the engineer of the Manchester Corporation on the one hand and the engineer of the Company on the other hand in respect of any plan or the execution of any of the works provided for by this section or as to the necessity of substituting another main for the existing main such difference shall be settled by an engineer to be appointed by the Board of Trade upon the request of either party.

For the protection of the corporation of Oldham.

21. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Oldham (in this section referred to as "the corporation") shall unless otherwise agreed between the corporation and the Company have effect (that is to say) :—

- (1) The new road at Oldham by this Act authorised shall be made in the line and situation and on the levels shown or indicated on the plan signed by William Hunt on behalf of the Company and by Andrew Foote on behalf of the corporation instead of in the line and levels shown on the plan annexed to an agreement bearing date the eighteenth day of June one thousand eight hundred and ninety-two and made between the Company and the corporation ;
- (2) In constructing the bridge for carrying the said new road over the Company's railway the Company shall make proper provision for carrying an iron sewer two feet six inches in diameter through the structure of the bridge and approaches and the corporation shall be at liberty to lay down and from time to time repair inspect and renew such sewer ;
- (3) The said new road shall be at least twelve yards in width and shall be sewered paved metalled flagged kerbed channelled and drained by the Company to the reasonable satisfaction of the

- corporation and shall be maintained and kept in repair for twelve months from the completion of the said road and after that time shall be maintained and repaired by and at the expense of the corporation ;
- (4) The Company shall maintain and keep the structure of the said bridge with the abutments and wing walls thereof in good repair and condition and of sufficient strength to meet the requirements of a general public highway ;
- (5) The corporation shall on the completion of the said new road pay to the Company the sum of one thousand seven hundred and fifty pounds as a contribution towards the expense of the construction of the said new road bridge and works in addition to such sum or sums of money as the Company may have to pay for any lands and premises (not already owned or contracted or agreed to be purchased by the Company) that may be required to be purchased for the purpose of the said new road bridge and works at Oldham by this Act authorised ;
- (6) The Company shall within three months after the receipt of a notice in that behalf by the corporation commence the construction of the said new road and shall complete the same fit for public traffic within eighteen months from the receipt of such notice ;
- (7) The corporation may borrow the moneys necessary for carrying into execution the provisions of this section subject and according to the provisions of the Public Health Act 1875 ;
- (8) The Company shall give up and dedicate to the public so much of the land belonging to them as will be necessary to form a road twelve yards in width in continuation of Acre Lane to Holyrood Bridge but such road shall not be deemed to be a highway repairable by the inhabitants at large until it has been sewered levelled paved metalled flagged channelled and made good to the satisfaction of the corporation in accordance with the provisions of the Oldham Borough Improvement Act 1865 and the Company will immediately after the passing of this Act open out and free from obstruction the roadway over the said bridge so as to form a continuous public highway from Acre Lane to and across Holyrood Bridge ;
- (9) All works mentioned or referred to in this section shall be made in accordance with plans and sections to be first submitted to and approved of by the corporation ;
- (10) Sub-sections 1 to 6 of section 28 (For the protection of the corporation of Oldham) of the Lancashire and Yorkshire Railway (Various Powers) Act 1892 shall extend and apply

A.D. 1893.

in respect of the works and powers authorised by this Act as if those sub-sections were incorporated in this section ;

- (11) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an arbitrator to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the Board of Trade and the costs of the reference shall be borne as such arbitrator shall direct.

For the protection of the London and North Western Railway Company.

22. 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 works at Wigan in the township and parish of Wigan authorised by the section of this Act the marginal note whereof is "Further works by the Company" shall construct them only in accordance with and to the extent shown on the signed plan referred to in sub-section (1) of section 14 of the London and North Western Railway (Additional Powers) Act 1892 and 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 said works shall be constructed by means of a wrought-iron or steel girder bridge with wrought-iron flooring the upper surface of the flooring and girders of such bridge shall be at a uniform level of 1 foot 8 inches at least below the level of the existing rails on the said railway at the point of crossing ;

The Company shall before they commence the construction of the said works at Wigan give to the North Western Company six months notice of their intention to commence the same and if the North Western Company shall give notice to the Company within two months from the date of such first-mentioned notice that they elect themselves to construct the said works the North Western Company may construct the same or any part thereof in accordance with detailed plans sections and specifications to be agreed upon between the engineer of the Company and the engineer of the North Western Company but at the sole cost of the Company and under the reasonable superintendence of their engineer such works if required by the

Company to be commenced by the North Western Company within a period of six months from the date of such first-mentioned notice ;

- (3) If by reason of the construction of the said works 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 ;
- (4) In constructing and maintaining the 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 ;
- (5) The Company shall at all times maintain all the works at the said crossing 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 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 ;
- (6) 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 ;
- (7) 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

A.D. 1893.

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 ;

(8) 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 ;

(9) 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 herein-before provided for such difference shall be referred to and 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.

Power to
Company to
purchase
additional
lands.

23. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily or by agreement and may hold for the improvement and enlargement of their railway stations and works and for the construction of new stations engine sheds and other works buildings and sidings and other the purposes of their undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference and they may hold such of the said lands as have already been purchased by or for them and may stop up or divert the streets roads and footpaths shown on the deposited plans of the said lands as intended to be stopped up or diverted respectively and situate in or upon such of the lands as already belong to or as shall hereafter be acquired by the Company :—

IN THE COUNTY OF LANCASTER.

(Miles
Platting.)

Certain lands at Miles Platting situate partly in the township of Newton and partly in the township of Manchester in the parish of Manchester bounded on the north-west by the Hunt's

A.D. 1893.

Bank Extension line of the Company and lying between lands belonging to the Company and which said lands are in part intersected by Chester Street and when the Company have acquired the lands and houses on both sides thereof they may stop up and appropriate to the purposes of the Company the site and soil of the portion of Chester Street between a point therein distant about 18 yards measured along the same from its junction with Oldham Road and the north-west end of Chester Street and the portion of Ford Street between a point therein distant about 17 yards measured along that street in a north-westerly direction from its junction with Oldham Road and the north-west end of Ford Street and the portion of Pitt Street between a point therein about 24 yards measured along that street in a north-westerly direction from its junction with Oldham Road and the north-west end of Pitt Street and all rights of way in or over the same shall be and the same are thenceforth hereby extinguished ;

Certain lands at Middleton Junction in the township of Chadderton in the parish of Prestwich-cum-Oldham abutting upon the east side of the Manchester and Leeds Railway of the Company and lying between the Middleton Junction Passenger Station and the bridge under that railway about 770 yards south of the said station ;

(Middleton Junction.)

Provided always that the Company shall not enter upon take or use any portion of the said lands numbered 8 on the deposited plans without the consent of the Chadderton Local Board under their common seal ;

Certain lands in the township of Pemberton in the parish of Wigan abutting on the north side of the Liverpool and Bury Railway of the Company and extending for a distance of about 175 yards in a westerly direction from a point about 117 yards west of the bridge carrying Little Lane over the said railway ;

(Pemberton.)

Certain lands at Chorley in the township of Chorley in the parish of Chorley bounded on the east by the Bolton and Preston section of the railway of the Company and lying between points about 177 yards and 364 yards south-east of Brooke Street ;

(Chorley.)

Certain lands at Croston in the township of Croston in the parish of Croston abutting on the north-west side of the Liverpool Ormskirk and Preston Railway of the Company and lying between points about 270 yards and 500 yards south-west of the Croston Passenger Station ;

(Croston.)

[Ch. xciv.] *Lancashire and Yorkshire Railway* [56 & 57 VICT.]
Act, 1893.

A.D. 1893.
—
(Salford.)

Certain lands at Salford in the township of Salford in the parish of Manchester bounded on the north-west by Stanley Street and on the south-east by the towing-path of the River Irwell and the Company may stop up and appropriate to their own purposes the site and soil of so much of Stanley Street as extends from a point about 19 yards measured in a north-easterly direction along that street from its junction with Irwell Street to a point about 103 yards east of the said first-mentioned point if and so far as the Company are or under the powers of this Act become the owners of the lands on both sides of the part so stopped up and all rights of way in or over the same shall be and are thenceforth hereby extinguished ;

(Liverpool.)

Certain lands at Liverpool in the extra-parochial place of Toxteth Park bounded on the east by Caryl Street and on the north by Warwick Street.

IN THE WEST RIDING OF THE COUNTY OF YORK.

(Bradley
Wood.)

Certain lands at Bradley Wood in the township and parish of Huddersfield abutting on the north side of the main line of railway of the Company and lying between points about 280 and 780 yards respectively west of Bradley Wood Junction ;

(Wakefield.)

Certain lands at Wakefield herein-after described (that is to say) :—

(a) Lands in the township of Stanley-cum-Wrenthorpe in the parish of Wakefield abutting on the north side of the Wakefield to Normanton Railway of the Company and lying between points about 200 and 734 yards respectively east of the Wakefield Passenger Station also other lands in the same township and parish abutting on the south side of the said railway from Wakefield to Normanton and extending from the bridge carrying that railway over the River Calder to a point about 460 yards west of the said bridge ;

(b) Lands in the township of Sandal Magna in the parish of Sandal Magna bounded on the north-west by the foot-path abutting on the River Calder and on the south-west by the Wakefield Pontefract and Goole Railway of the Company and extending along the same for a distance of about 490 yards south-east of the River Calder ;

(Goole.)

Certain lands at Goole in the township of Hook in the parish of Snaith bounded on the south by Stanhope Street and on the west by Mariners Street ;

Certain lands at Knottingley partly in the parish of Pontefract (detached) and partly in the township of Ferry Fryston otherwise Ferry Bridge in the parish of Ferry Fryston abutting on the north side of the said Wakefield Pontefract and Goole Railway and which lands are situate near to the distance post which indicates a distance of $57\frac{3}{4}$ miles from Manchester ;

A.D. 1893.
 (Knotting-
 ley.)

Certain lands at Stainland in the township of Stainland in the parish of Halifax abutting on the north-east side of the Stainland Branch Railway of the Company and extending from Station Road to a point about 280 yards north-west of that road.

(Stainland.)

24. Section 15 of the Act of 1890 the marginal note whereof is "For the protection of the corporation of Salford" shall (except sub-sections (7) and (8)) extend and apply to the works by this Act authorised in the county borough of Salford and shall be deemed to be incorporated with this Act.

For the pro-
 tection of
 the corpo-
 ration of
 Salford.

25. If the Company shall erect on the lands authorised to be acquired within the city of Liverpool any new building with doors or openings into or from any street at which any goods or merchandise for conveyance by their railway or for storage or for delivery or otherwise shall be received stored or delivered they shall so construct their building that all horses carts and other vehicles loading or unloading thereat or waiting to receive or deliver goods shall stand completely clear of the roadway and footpaths of Caryl Street and Warwick Street respectively and the Company shall not allow any carts or vehicles to be loaded or unloaded except when standing clear of the said streets and so as to cause no obstruction to the footway or carriageway of the street.

For the pro-
 tection of
 the corpo-
 ration of
 Liverpool.

No advertising boards or posters shall be placed on the walls of any station or building belonging to the Company fronting Caryl Street or Warwick Street except such as relate to the business of the Company.

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 acquired by the Company under the powers and for the purposes of this Act or a proportion of such rates respectively from the time such lands or property shall be acquired by the Company until the Company's works are completed and assessed to such rates or until the same have been sold as surplus lands 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.

A.D. 1893.

Power to
acquire ease-
ments for
widening
tunnel at
Kirkdale.

26. Where the widening of the Liverpool and Bury Railway of the Company authorised by the Lancashire and Yorkshire Railway Act 1889 is shown upon the plans and sections deposited with the clerk of the peace for the county of Lancaster for the purposes of that Act as intended to be constructed in tunnel at a depth of forty feet or upwards between the crown of the tunnel and the surface of the ground the Company may for the purpose of improving the said tunnel purchase and acquire an easement through or under the lands or hereditaments herein-after in this section described and situate in the township of Bootle-cum-Linacre in the parish of Walton-on-the-Hill in the county of Lancaster without being obliged to purchase the land over such tunnel or any houses buildings manufactories and premises thereon respectively The lands herein-before referred to are situate on the north-west side of the Kirkdale Tunnel on the said Liverpool and Bury Railway and are—

(a) Lands lying between Breeze Hill and the grounds of the Bootle College;

(b) Certain other lands at the south end of the private road between the Manor House and Churchill House.

Nothing in this Act or the said Act of 1889 shall be construed as authorising the Company to convert into open cutting the said tunnel or the authorised widening of the said railway except those portions thereof described on the plans and sections (Sheet 8) relating to the said Act of 1889 as “existing tunnel to be converted into open cutting.”

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

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

Period for
compulsory
purchase
of lands.

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

As to taking
houses of
labouring
class.

29.—(1) The Company shall not under the powers of this Act purchase or acquire in any city borough or 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.D. 1893.

(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 :

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 provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme 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 High Court.

(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 and shall

[Ch. xcv.] *Lancashire and Yorkshire Railway* [56 & 57 VICT.]
Act, 1893.

A.D. 1893. 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 such scheme shall for all purposes be deemed to be an undertaking of the Company and 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 :

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 date of such scheme be appropriated for the purpose of such 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) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

(12) 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.

30. And whereas in the construction of the railways and the widening and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands 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

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

A.D. 1893.

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 lands houses or other buildings or manufactories described or referred to 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 and other parties interested therein by severance or otherwise If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or other person shall fail to notify to the Company that he alleges such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them :

Provided always that if in the opinion of such tribunal any such portions cannot be severed from the remainder of such property without material detriment thereto the Company may withdraw their notice to treat for the portion of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice :

Provided also that if in the opinion of such tribunal any such portions can notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person :

The provisions of this section shall be stated in every notice given thereunder by the Company to sell and convey any premises. .A.D. 1893.

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

Company empowered or may be required to underpin or otherwise strengthen houses near railways &c.

- (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) Every such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company;
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade;
- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building;
- (5) The 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;

A.D. 1893.

- (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 by such owners within twelve months and by such lessees or occupiers 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 compensate 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 of the Lands Clauses Acts ;
- (10) Nothing in this section shall repeal or affect the application of the 92nd section of the Lands Clauses Consolidation Act 1845.

Powers to two companies to hold additional lands acquired for purposes of Preston and Wyre Railway.

32. Subject to the provisions of this Act the two companies or either of them with the consent of the other may hold for the purposes of the Preston and Wyre Railway the lands herein-after described in the township of Layton-with-Warbreck in the parish of Bispham in the county of Lancaster which lands are delineated on the deposited plans and described in the deposited books of reference and have been acquired by the two companies :--

Certain lands bounded on the west by the sidings of the two companies in connection with their central station in Blackpool and which said lands extend for a distance of about 257 yards from a point measured about 8 yards in a northerly direction from Bloomfield Road.

Agreements between the two companies.

33. The two companies may enter into and fulfil contracts and agreements with respect to the powers herein-before conferred on the two companies with respect to their said joint undertaking.

Rights of the two companies

34. 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 Railway.

A.D. 1893.

35. The provisions of the foregoing section of this Act the marginal note whereof is "As to taking houses of labouring class" 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.

inter se not to be affected.

Provisions of s. 29 of this Act applied to the two companies.

36. The agreement a copy of which is set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the Company and the North Western Company respectively.

Confirming agreement with North Western Company.

37. So much of section 10 (Power to Company to subscribe to Hull Docks) and of section 12 (Company may nominate person to vote at meetings of dock company) of the Lancashire and Yorkshire Railway (Extension of Time &c.) Act 1868 and also so much of section 27 (Power to Company to subscribe additional sum to Hull Dock) of the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act 1874 and also so much of section 8 (As to directors and as to appointment of chairman and deputy chairman of the Company) of the Hull Docks Act 1883 as respectively limit the number of the votes of the Company at meetings of the dock company at Kingston-upon-Hull or which directly or indirectly prohibit or prevent the person nominated by the Company from voting on their behalf at meetings of the dock company in the appointment of directors of the dock company or which directly or indirectly prohibit or prevent the director of the dock company nominated by the Company from voting in the choice of the chairman or deputy chairman of the dock company are hereby respectively repealed and notwithstanding anything contained in the said section 8 of the Hull Docks Act 1883 any director of the dock company nominated by the Company may vote in the choice of such chairman and deputy chairman.

Repealing restrictions as to voting of company at meetings of Hull Dock Company.

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

ADDITIONAL CAPITAL.

Power to raise additional capital.

A.D. 1893.

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

Qualifica-
tions of new
shares or
stock.

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

Power to
borrow on
mortgage.

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

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

41. 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.

42. The Company may in respect of the additional capital of six hundred 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 two hundred thousand pounds Provided that in respect of every one hundred and fifty thousand pounds of such additional capital issued and accepted and one-half whereof shall have been paid up the Company may borrow a sum or sums not exceeding in the whole fifty thousand pounds but no part of any of the before-mentioned sums of fifty thousand pounds shall be borrowed until shares for so much of the said portion of the additional capital in respect of which the borrowing powers are to be exercised as is to be raised by means of shares are issued and accepted and one-half of such capital is paid up and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of additional capital have been issued and accepted and that one-half of such portion has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of

capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of such portion of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

A.D. 1893.

43. 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.

Former mortgages to have priority.

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

Power to apply corporate funds to purposes of Act.

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

Debenture stock.

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

Application of moneys.

A.D. 1893.

Receipt in
case of
persons not
sui juris.

Saving
rights of
the Duchy
of Lancaster.

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

48. Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to Her Majesty in right of Her Duchy of Lancaster without the consent in writing of the Chancellor for the time being of the said duchy first had and obtained (which consent the said Chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by Her Majesty Her heirs or successors in right of Her said duchy.

Interest not
to be paid
on calls
paid up.

49. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

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

Provision as
to general
Railway
Acts.

51. Nothing in this Act contained shall exempt any Company named in this Act or the railways of any such Company 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.

Costs of
Act.

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

The SCHEDULES referred to in the foregoing Act.

A.D. 1893.

THE FIRST SCHEDULE.

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

Parish.	Township.	Numbers on deposited Plans.
EXTENSION OF CLAYTON WEST BRANCH (RAILWAY NO. 1).		
High Hoyland -	West Clayton otherwise Clayton West.	11.
NEW ROAD AT BOLTON.		
Bolton-le-Moors - {	Little Bolton -	3, 4.
	Great Bolton -	1.
WIDENING BRIDGE AND LANDS AT CHURCH. (Widening Bridge.)		
Whalley - -	Oswaldtwistle -	3, 4.
(Lands.)		
Whalley - -	Oswaldtwistle -	3.
DIVERSION OF FOOTPATH AT BRIGHOUSE.		
Dewsbury -	Clifton - -	3.

A.D. 1893.

THE SECOND SCHEDULE.

AN AGREEMENT made and entered into this sixteenth day of September one thousand eight hundred and ninety-two between the Lancashire and Yorkshire Railway Company (herein-after called "the Lancashire Company") of the one part and the London and North Western Railway Company (herein-after called "the North Western Company") of the other part.

WHEREAS the Lancashire Company are proposing to widen the viaduct carrying their railway through Salford into Victoria Station in the manner indicated on the plan hereunto annexed by red colouring and they are for that purpose empowered by the Lancashire and Yorkshire Railway Act 1890 (herein-after called "the said special Act") to stop up certain adjacent streets known as Palmer Street Catcliffe Street and Lower Cross Street and to divert another street known as Norton Street :

And whereas the railway and arches of the North Western Company adjoin the present railway of the Lancashire Company and the North Western Company are entitled to access to their arches through the said streets and under the arches of the Lancashire Company and by section 17 sub-section 6 of the said special Act it is provided that before the Lancashire Company stop up the said streets either temporarily or permanently they shall at all times in constructing the said widening provide at their sole cost by means of bridges or archways under the said widening accesses between the said arches of the North Western Company and Gravel Lane and Norton Street aforesaid in as convenient a manner as now exists between the said arches and the last-mentioned streets :

And whereas the North Western Company have claimed compensation from the Lancashire Company for deprivation of light and access to the arches of the North Western Company by the proposed works :

Now it is hereby agreed between the parties hereto as follows :—

1. The Lancashire Company will remove the gates of their existing arches and re-erect such gates or others like them at the northerly ends of the said streets so to be stopped up as aforesaid in the positions indicated on the said plan by blue colouring so as to enclose the said existing and the said proposed arches (indicated on the said plan by yellow colouring) in accordance with a plan and elevation to be submitted to and approved by the principal engineer for the time being of the North Western Company.

2. The North Western Company shall have the sole use and enjoyment for ever hereafter for all purposes of the said existing and the said proposed arches of the Lancashire Company indicated on the said plan by yellow colouring as aforesaid but the Lancashire Company shall retain the right and liberty to enter at all times for the purpose of viewing the condition of their existing and proposed arches and carrying out necessary repairs thereto.

3. The Lancashire Company will in their next Bill apply to Parliament for all necessary powers to confirm and give effect to the conditions herein-before contained and in the event of Parliament refusing such application the aforesaid conditions shall be deemed to be cancelled and in lieu thereof the Lancashire Company shall pay to the North Western Company full compensation for injuriously affecting the lands of the North Western Company by the exercise of the powers of the said special Act but without prejudice to the provisions for the protection of the North Western Company in the said special Act contained.

A.D. 1893.

4. Nothing herein contained shall be deemed to prejudice or affect the provisions for the protection of the North Western Company in the said special Act contained except so far as the same are hereby expressly varied.

In witness whereof the said parties hereto have caused their respective common seals to be hereunto affixed the day and year first above written.

Passed under the common seal of the Lancashire and
Yorkshire Railway Company in the presence of
D. NORMAN
Assistant Secretary.



Passed under the common seal of the London and North
Western Railway Company in the presence of
W. R. HAYWOOD
Euston Station.



THE THIRD SCHEDULE.

ARTICLES OF AGREEMENT made the twenty-fifth day of April one thousand eight hundred and ninety-three between the Lancashire and Yorkshire Railway Company (herein-after referred to as "the Company") of the one part and the Mayor Aldermen and Citizens of the City of Manchester in the County of Lancaster (herein-after referred to as "the Corporation") of the other part whereby it is mutually covenanted and declared between and by the Company and the Corporation in the manner following (that is to say) :—

1. WHEREAS by the Lancashire and Yorkshire Railway Act 1890 (herein-after referred to as "the Act of 1890") the Company were authorised to widen a portion of their Manchester and Bolton Railway at (inter alia) Great Ducie Street

Great Ducie
Street and
Moreton Street.

A.D. 1893. and Moreton Street in the city of Manchester (herein-after referred to as "the city") in the lines according to the levels and in the manner indicated by the Act of 1890 and in the plans and sections referred to therein And whereas the Act of 1890 contained divers provisions for the protection and benefit of the corporation and the public in relation to such widening And whereas by the Act of 1890 the Company were authorised as part of such widening to cover over by bridges the portions of Great Ducie Street and Moreton Street which are indicated by a yellow colour in the Plan No. 1 sealed in duplicate by the Company and the corporation on the execution of these presents (which plan is herein-after referred to as "Plan No. 1") And whereas the Company are desirous of absorbing the portion of Moreton Street coloured blue in Plan No. 1 and are now promoting a Bill in Parliament intituled "A Bill for conferring further powers on the Lancashire and Yorkshire Railway Company with relation to their own undertaking and upon that Company and the London and North Western Railway Company in respect of undertakings in which they are jointly interested and for other purposes" (which Bill is herein referred to as "the Bill of 1893") for the purpose of varying the provisions of the Act of 1890 in relation to the said widening And whereas the corporation have presented a petition to Parliament in opposition to such proposals of the Company and it has been mutually arranged between the Company and the corporation that the following provisions shall have effect in relation thereto (that is to say):—

- (a) The Company shall and may widen their said railway in and near Great Ducie Street and Moreton Street in the lines according to the levels and in the manner contemplated by the Bill of 1893 and in the deposited plans and sections referred to therein as altered or modified by Plan No. 1 and the corporation shall and will withdraw their opposition thereto ;
- (b) The provisions contained in the Act of 1890 for the protection and benefit of the corporation and the public so far as they are applicable to the works authorised by the Act of 1890 to be executed in and near Great Ducie Street and Moreton Street shall be applicable in every respect to such works as proposed to be varied by the Bill of 1893 and these presents ;
- (c) The Company will immediately on the completion of the said works dedicate or cause to be dedicated to Great Ducie Street and Moreton Street the strips of land coloured purple in Plan No. 1 and which are required to make Great Ducie Street of the clear width of 21 yards and to maintain (after the absorption of the said land coloured blue in Plan No. 1) Moreton Street of a minimum width of 12 yards ;
- (d) As and when the existing buildings of the Company shall be pulled down re-erected or altered the Company will dedicate or cause to be dedicated to Great Ducie Street the land coloured red in Plan No. 1.

Charter Street
Ashley Lane
and Back Irk
Street.

2. Whereas by the Act of 1890 the Company were authorised to widen their Manchester and Leeds Extension Railway (herein-after referred to as "the Manchester and Leeds Railway") in the lines according to the levels and in the manner indicated by the Act of 1890 and shown in the deposited plans and sections referred to therein And whereas by the Act of 1890 the Company were required in the construction of the widening of their bridge over Ashley Lane in the city to leave a clear headway of 26 feet and in the construction of

A.D. 1893.

the widening of their bridge over Back Irk Street in the city to leave a clear headway of 22 feet 3 inches. And whereas the Company are by the Bill of 1893 seeking power to reduce the headway under the widened part of their bridge over Ashley Lane to 23 feet and to reduce the headway under the widened part of their bridge over Back Irk Street to 21 feet 3 inches and the corporation by their said petition are opposing such proposals of the Company. And whereas the corporation are desirous that Charter Street in the city shall be widened so as to be of a width beneath the new widening of the Manchester and Leeds railway of 15 yards. And whereas the Company and the corporation have agreed that the following provisions shall have effect in relation to the matters aforesaid (that is to say):—

- (a) In the construction of the widening of the Company's bridge over Charter Street the Company shall and will leave a clear space between the abutments thereof of 15 yards and a clear headway of 23 feet throughout the entire width thereof;
- (b) In the construction of the widening of the Company's bridge over Ashley Lane the Company will leave a clear space between the abutments thereof of 30 feet 6 inches and a clear headway of 23 feet throughout the entire width thereof;
- (c) In the construction of the new widening of the Company's bridge over Back Irk Street the Company will leave a clear space between the abutments thereof of the full width of such street as now existing and a clear headway of 21 feet throughout the entire width thereof;
- (d) Contemporaneously with the carrying out of the widening of the said bridge over Charter Street the Company will dedicate or cause to be dedicated to that street the lands between the abutments of the said widening of the said bridge which do not already form part of that street;
- (e) The provisions in the Act of 1890 for the protection and benefit of the corporation and the public so far as they are applicable to the widenings of the Company's railway over Charter Street Ashley Lane and Back Irk Street as contemplated by the Act of 1890 shall be applicable to such widenings as proposed to be modified or altered by this agreement and the Bill of 1893;
- (f) The corporation will pay to the Company in respect of the widening of Charter Street the additional cost which will be incurred by the Company in carrying out the work in accordance with these presents over and above what would be incurred if such work were carried out in accordance with the Act of 1890 and the plans and sections referred to therein such additional cost to be certified by the engineer of the Company (herein-after referred to as "the engineer") and the city surveyor of Manchester (herein-after referred to as "the city surveyor") and which cost has been provisionally estimated by the engineer at the sum of seven hundred pounds.

3. Whereas by the Act of 1890 the Company were authorised to widen the Manchester and Leeds Railway at the point where the same passes beneath Rochdale Road in the city in the lines according to the levels and in the manner indicated in the Act of 1890 and the Act of 1890 contains provisions for the protection of the corporation and the public in connection with such

Rochdale
Road.

[Ch. xcv.] *Lancashire and Yorkshire Railway* [56 & 57 VICT.]
Act, 1893.

A.D. 1893. — widening And whereas the extent of the widening authorised by the Act of 1890 is shown by a red colour upon the Plan No. 2 sealed in duplicate by the Company and the corporation on the execution of these presents (and which plan is herein referred to as "Plan No. 2") And whereas the corporation are now making application to the Local Government Board for a Provisional Order to authorise the corporation to put in force the compulsory powers of the Lands Clauses Act in relation to certain lands required for street improvements which lands include part of those coloured blue in Plan No. 2 and which are required by the corporation for the proposed widening of Rochdale Road to the extent indicated in Plan No. 2 being a clear width of 25 yards of roadway And whereas the Company and the corporation have agreed that the following provisions shall have effect in relation to the matters aforesaid (that is to say):—

- (a) In connection with the widening by the Company of the Manchester and Leeds Railway under the authority of the Act of 1890 the Company shall and will prolong or extend their existing bridge under Rochdale Road and will also prolong or extend the widening thereof authorised by the Act of 1890 so as to include the area coloured blue in Plan No. 2 and will so construct or carry out such prolongations or extensions as not to raise the level of Rochdale Road at the centre thereof to a greater extent than that authorised by the Act of 1890 but they may make the side of the road adjoining the south-easterly footpath thereof 10 inches higher than the said centre and may form the road and footpaths in accordance with cross-sections A B and C D on Plan No. 2;
- (b) The provisions contained in the Act of 1890 for the protection and benefit of the corporation and the public in relation to the bridge and widening thereof over the Manchester and Leeds Railway at Rochdale Road shall apply to the said bridge and widening as proposed to be prolonged or extended by these presents;
- (c) The Company will dedicate or cause to be dedicated to Rochdale Road the surface of so much of their existing bridge and of the proposed widening thereof and also of the said prolongations or extensions thereof respectively as are required and intended to form part of that road for an uniform width of 25 yards;
- (d) The corporation will pay to the Company the difference to be certified by the engineer and the city surveyor between the cost of the construction of the said bridge and widening thereof with the prolongations or extensions herein agreed for and what would be incurred by the Company if the works were carried out in accordance with the Act of 1890.

4. In consideration of the arrangements embodied in this agreement the corporation will withdraw their opposition to the stopping up by the Company as proposed in the Bill of 1893 of the portions of Chester Street Ford Street and Pitt Street in the township of Newton in the city which are shown as intended to be stopped up in the deposited plans referred to in the Bill of 1893 The provisions contained in the Act of 1890 section 18 sub-sections (15) and (19) shall be applicable to and obligatory upon the Company in respect of the aforesaid portions of streets.

Chester Street
Ford Street
and Pitt Street
Newton.

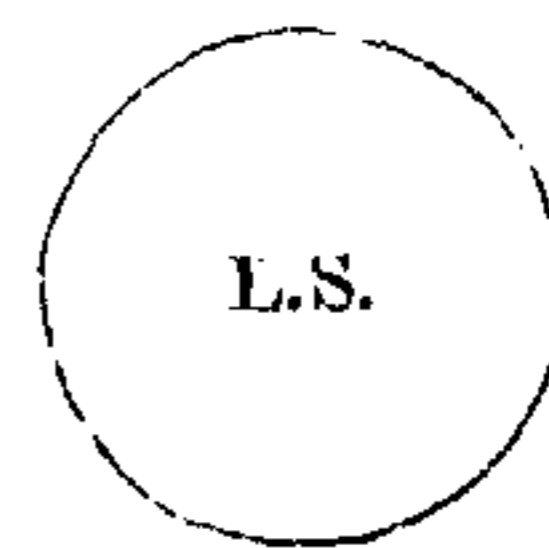
[56 & 57 VICT.] *Lancashire and Yorkshire Railway* [Ch. xcv.]
Act, 1893.

5. This agreement is conditional on the same being approved by Parliament A.D. 1893.
in its present form or with such modifications as may be approved by the
Company and the corporation respectively by the Act for which the Bill of Confirmation.
1893 is being promoted by the Company.

In witness whereof the Company and the corporation have hereunto affixed
their respective common seals the day and year first before written.

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

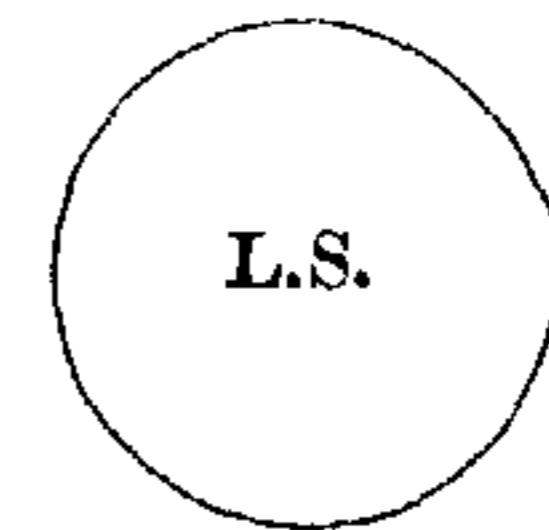
CHAS. WM. BAYLEY
Secretary.



The common seal of the corporation of the city of
Manchester was hereunto affixed in pursuance of an
Order of the Council of the said city in the presence
of

A. MARSHALL
Mayor.

THOMAS HUDSON
Assistant Town Clerk.



Printed by EYRE and SPOTTISWOODE,
FOR

T. DIGBY FIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or
JOHN MENZIES & Co., 12, HANOVER STREET, EDINBURGH, and
90 WEST NILE STREET, GLASGOW; or
HODGES, FIGGIS, & Co., LIMITED, 104, GRAFTON STREET, DUBLIN.

