



CHAPTER cxix.

An Act for authorising the construction of a canal or waterway and other works in Lancashire to be called the Oldham and Royton Canal and for other purposes. A.D. 1895.
[6th July 1895.]

WHEREAS water communication from the Rochdale Canal at Rochdale to Royton and Oldham would be of public and local advantage and it is expedient that a company (in this Act called "the Company") be incorporated for establishing such communication and for carrying out the works by this Act authorised:

And whereas it is expedient that the Company be authorised during the construction of the works and subject to the provisions herein-after in that behalf contained to pay interest or dividends upon the amount paid up from time to time in respect of shares or stock in their capital:

And whereas it is expedient that the other powers herein-after contained should be conferred on the Company:

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

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

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

PART I.—PRELIMINARY.

1. This Act may be cited as the Oldham and Royton Canal Act 1895. Short title.

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Act divided
into parts.

2. This Act is divided into parts as follows :—

- Part I.—Preliminary ;
- Part II.—Incorporation of Company capital &c. ;
- Part III.—Works &c. ;
- Part IV.—Dues &c. ;
- Part V.—Steam tugs &c. ;
- Part VI.—Byelaws ;
- Part VII.—Miscellaneous.

Incorpora-
tion of Acts.

3. The following Acts and parts of Acts (that is to say) :—

The Companies Clauses Consolidation Act 1845 except section 66 (ordinary meetings to be held half-yearly) ;

Part I. (cancellation and surrender of shares) and Part III. (debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 ;

The Lands Clauses Acts ;

Sections 6 to 10 16 18 to 24 45 50 to 58 65 66 and 67 of the Railways Clauses Consolidation Act 1845 and the provisions of that Act with respect to the temporary occupation of lands near the railway during the construction thereof with respect to works for the accommodation of lands adjoining the railway with respect to mines lying under or near the railway with respect to the settlement of disputes by arbitration and with respect to the recovery of damages not specially provided for and of penalties and to the determination of any other matter referred to justices ;

so far as the same are applicable for the purposes of and not varied by or inconsistent with this Act are incorporated with and form part of this Act.

Interpreta-
tion.

4. In this Act unless the subject or context otherwise requires terms to which meanings are assigned in enactments incorporated with this Act or which have therein special meanings have in this Act the same respective meanings :

“ The Company ” means the Company incorporated by this Act ;

“ The canal works ” or “ works ” mentioned in conjunction with the canal means and includes all lands quays depôts cuts channels slips warehouses sheds buildings erections tramways sidings trucks barges machinery gear apparatus appliances and conveniences of the Company appropriated or provided for the purposes of or appurtenant to the canal ;

“ The undertaking ” and “ the navigation ” respectively mean and include the canal and undertaking of the Company by this Act authorised ;

“ Dues ” includes all tolls dues rates duties fees and charges of every description payable to the Company under this Act ;

“Articles” and “goods” respectively mean and include all goods wares merchandise commodities matters and things in respect of which the Company may for the time being demand dues;

“Animals” includes horses mules asses bulls oxen cows calves pigs sheep and lambs goats poultry and birds;

“Vessel” includes keel sloop barge boat and craft of every class and description however propelled or moved:

And for the purposes of this Act the expressions “the railway” and “the centre of the railway” in the provisions of the Railways Clauses Consolidation Act 1845 incorporated with this Act respectively mean the canals cuts and channels by this Act authorised to be constructed and the centre line of such canals cuts and channels:

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

PART II.—INCORPORATION OF COMPANY CAPITAL &c.

5. James William Bentley Thomas Holt Frederick Charles Fairholme and all other persons and corporations who have subscribed to or who shall hereafter become proprietors in the undertaking of the Company and their executors administrators successors and assigns respectively are hereby united into a company and are incorporated by the name of “The Oldham and Royton Canal Company” and by that name shall be a body corporate with perpetual succession and a common seal with power to sue and be sued and purchase take hold and dispose of lands and other property for the purposes of this Act.

Company
incorporated.

6. The Company shall be established for the purpose of carrying into execution the canal and other works by this Act authorised and for carrying on the business of carriers on the canal and on any canals rivers or inland navigations communicating therewith either directly or by means of any intermediate canal river or inland navigation with all the rights powers and privileges and subject to all the conditions prescribed by the Act 8 and 9 Victoria chapter forty-two intituled “An Act to enable canal companies to become carriers of goods upon their canals” (excepting always the provisions contained in section 12 of that Act) and for such purposes as aforesaid the Company may purchase hire build repair let and charge for the use of vessels gear plant and machinery for loading

General
purposes of
the Company.

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Capital of the Company. 7. The share capital of the Company shall consist of the sum of two hundred thousand pounds and shall be divided into twenty thousand shares of ten pounds each.

Vesting of shares. 8. No share shall vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Calls. 9. One fourth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls.

Receipt in case of persons not sui juris. 10. If any money be payable to a shareholder mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow. 11. The Company may from time to time in respect of the said capital of two hundred thousand pounds borrow on mortgage of the undertaking any sum not exceeding in the whole fifty thousand pounds But no part thereof shall be borrowed until the whole capital of two hundred thousand pounds is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such capital have been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such shares were issued 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 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.

For appointment of a receiver. 12. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their

mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than five thousand pounds in the whole.

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

Debenture stock.

14. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to and for the purposes of this Act to which capital is properly applicable.

Application of moneys.

15. The first ordinary general meeting of the Company shall be held within ten months after the passing of this Act and their future ordinary general meetings shall be held in the month of April in every year and the balance sheet to be produced at each such meeting or at any adjournment thereof shall embrace and extend to all transactions between the thirty-first day of December next before the last preceding ordinary general meeting and the thirty-first day of December preceding the then ordinary general meeting.

Ordinary meetings.

16. The directors without the direction or sanction of a general meeting of the Company may from time to time between any two ordinary general meetings of the Company declare and pay a half-year's dividend out of the profits of the Company to the shareholders thereof but the directors shall not make any dividend whereby the capital of the Company will be diminished.

Directors may declare half-yearly dividends.

17. The quorum of meetings of the Company shall be seven shareholders present in person or by proxy holding in the aggregate not less than ten thousand pounds in the capital of the Company.

Quorum of general meetings of Company.

18. The number of directors shall until the first general meeting of the Company not exceed five but the Company may at that or any subsequent meeting increase the number and may from time to

Number of directors.

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time reduce and again increase the number provided that the number of directors be never less than three nor more than seven.

Qualification of directors.

19. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum of directors.

20. The quorum of a meeting of directors shall be three.

First directors:

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

Election of directors.

As to payment of interest out of capital.

22. Notwithstanding anything contained in the Companies Clauses Consolidation Act 1845 the Company may, out of the moneys by this Act authorised to be raised pay interest to the shareholders in the Company on the amount from time to time paid up on the shares held by them respectively from the respective times of such payments subject to the following conditions (that is to say) :—

(1) The rate of interest shall be such as the directors may determine but not exceeding three pounds per centum per annum :

(2) Such interest shall only be paid in respect of the time authorised by this Act for the completion of the works hereby authorised or such less time as the directors may determine ;

(3) No such interest shall begin to accrue until the Company have obtained a certificate from the Board of Trade to the effect that two thirds of the share capital authorised by this Act in respect of which such interest may be paid have been

actually issued and accepted and are held by the shareholders who or whose executors administrators successors and assigns are legally liable for the same :

- (4) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :
- (5) The aggregate amount to be so paid for interest shall not exceed the sum of twenty thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced by an amount equal to one fourth of the sum expended in the payment of such interest :
- (6) Every prospectus advertisement or other document of the Company inviting subscriptions for shares in the undertaking and every certificate of such shares shall contain a notice that the Company has power so to pay interest or dividend out of capital :
- (7) The yearly accounts of the Company shall show the amount of capital on which and the rate at which such interest or dividend has been paid :

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

PART III.—WORKS &c.

23. Subject to the provisions of this Act the Company may in the lines and situations shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the canals road and other works in Lancashire shown on the deposited plans and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes The works herein-before referred to and authorised by this Act are—

Power to
make works.

- (1) A canal (No. 1) three miles five furlongs 4·4 chains in length commencing in the township or urban district of Castleton by a junction with the Rochdale Canal at a point in Rochdale Pool and terminating in the parish of Royton at a point in the northernmost allotment garden occupied by Thomas Green situated between the Royton cricket ground and the River Irk :

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(2) A canal (No. 2) one mile five furlongs three chains in length commencing by a junction with canal (No. 1) in the parish of Royton in the field numbered 344 on the twenty-five inch ordnance map and terminating in the parish of Chadderton at a point in Hunt Clough opposite St. Mark's School sixty-four yards or thereabouts measured in a north-easterly direction from the north-east end of Rush Bank Mills :

(3) A new road in the parish of Castleton commencing at a point in the road called Trows Lane one hundred and fifty-six yards or thereabouts from the east side of Manchester Road and terminating at or near the junction of Lower Trows Lane with Trows Lane aforesaid opposite Trows House :

When the new road shall have been completed to the satisfaction of two justices and opened to the public the Company may stop up and discontinue so much of Trows Lane as is situated between the commencement and termination of the new road and extinguish all rights of way and other rights in and over the same and appropriate and use so much of the surface and soil thereof as they may require.

Power to make subsidiary works.

24. Subject to the provisions of this Act the Company may from time to time make and maintain all cuts channels aqueducts culverts feeders wells side ponds locks basins tanks gates sluices valves weirs dams drains sewers syphons by-passes pumps bridges (fixed and opening) arches walls embankments piling wharves quays towing-paths landing places warehouses sheds weighing machines lifts cranes staiths tips tramways sidings roads approaches engines and hydraulic and other machinery which may be necessary or convenient for or incidental to the before-mentioned canals and works or any of them and for supplying the same with water and conveying water to or from the same.

Power to divert waters.

25. Subject to the provisions of this Act the Company may take and use for the purposes of the before-mentioned canals and works the waters of the Rochdale Canal and of any other canals communicating therewith.

Limits of deviation.

26. In constructing the works by this Act authorised the Company may deviate laterally from the lines thereof as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans and they may deviate vertically from the levels of the said works as shown on the deposited sections to any extent not exceeding three feet upwards and ten feet downwards but not so as to increase the gradient of the new road as shown on the deposited sections.

Period for completion of works.

27. If the works by this Act authorised are not completed within seven years from the passing of this Act then on the expiration of

that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

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28. The following provisions shall unless otherwise agreed between the Company and the Company of Proprietors of the Rochdale Canal (herein-after called "the Rochdale Company") apply for the protection of the Rochdale Company (that is to say):—

For the protection of the Rochdale Canal Company.

(1) The Company shall not purchase or take any land or property of the Rochdale Company for the purposes of this Act but shall only acquire such a right or easement of using any land or property of that Company as may be necessary for the purpose of constructing the canals by this Act authorised and the works and conveniences connected therewith in manner by this Act authorised :

(2) The Company shall construct the canal (No. 1) by this Act authorised so far as affecting the property of the Rochdale Company in the line and according to the levels (both as regards the bottom of the canal and the surface of the water therein) shown on the deposited plans and sections and notwithstanding anything in this Act to the contrary they shall not deviate from such line or levels without the previous consent in writing of the Rochdale Company :

(3) The Company shall construct and thereafter maintain on the canal (No. 1) by this Act authorised at such distance from the junction of the said canal with the Rochdale Canal as the Rochdale Company shall prescribe a lock not exceeding eighty feet in length and fifteen feet in breadth with gates opening towards the Rochdale Canal and shall make and maintain the planking of such gates at least twelve inches above the weir level of the Rochdale Canal at the said junction and shall fit the lock with such grooves and stop planks as may be required by the Rochdale Company and shall at all times keep such grooves and stop planks in good condition and ready for use :

(4) The Company shall fix and maintain upon such lock proper marks for registering the level of the water in the canal and in the Rochdale Canal and also a gauge or register for indicating the quantity of water used in passing traffic through the lock and shall also erect and thereafter maintain at or near the said lock a suitable house for the residence (rent free) of a lockkeeper to be appointed by the Rochdale Company as herein-after provided :

(5) The Company shall construct the portion of canal (No. 1) between the said lock and the Rochdale Canal so that the same

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shall gradually widen out to a width at the junction not less than the distance from the nearest gates of the said lock to the centre of the waterway of the Rochdale Canal :

(6) The Company shall at all times maintain and keep the said lock and the gates and works thereof and all the works of the said canal (No. 1) between such lock and the Rochdale Canal watertight and the Rochdale Company shall be at liberty at any time to inspect and test the same and in the event of leakage being discovered upon any such inspection and testing to fix the stop planks at the said lock and to stop all traffic through the lock until such leakage shall be made good :

(7) The Company may construct and shall thereafter maintain across the Rochdale Canal a bridge for connecting the towing-path of the said canal (No. 1) with the towing-path of the Rochdale Canal such bridge to be of iron and to be carried across the Rochdale Canal and the towing-path thereof by a single span and to be not more than eight feet in width and of an uniform height throughout sufficient to leave a clear headway above the top water level of the Rochdale Canal of not less than eleven feet but no land of the Rochdale Company shall be taken or used for the construction of the said bridge or the approaches thereto and the Company shall pay to the Rochdale Company such compensation for the right of erecting and maintaining the bridge as aforesaid as shall be agreed between the Company and the Rochdale Company or in case of difference as shall be settled in manner provided by the Lands Clauses Acts for the settlement of cases of disputed compensation :

(8) Upon the completion of the junction of canal (No. 1) by this Act authorised with the Rochdale Canal and works connected therewith and upon the same being found to be watertight to the satisfaction of the Rochdale Company the Company shall remove all dams or other temporary works from the Rochdale Canal and make good all damage occasioned thereby to such canal :

(9) All works of or connected with the making of the junction of canal (No. 1) with the Rochdale Canal and the said lock and lockkeeper's house and towing-path bridge and all works (both temporary and permanent) incidental thereto shall be executed by the Company according to plans sections and specifications to be previously submitted to and approved by the Rochdale Company and under the superintendence and to the reasonable satisfaction of their engineer In case of any difference arising between the Company and the Rochdale Company as to such

plans sections and specifications or the mode of executing any works or whether the same are watertight as required by this section such difference shall be referred to and be determined by a referee as herein-after provided :

(10) The Company shall before they commence any works for making the junction of canal (No. 1) with the Rochdale Canal or for the erection of the said towing-path bridge give not less than two months' notice in writing to the Rochdale Company of their intention to commence such works and such works shall be carried out so as not to cause any loss or escape of water from the Rochdale Canal or any obstruction or impediment to the passage of traffic along that canal or the towing-path thereof and the Company shall at all times during the carrying out of such works leave a clear waterway along the Rochdale Canal of not less than forty feet in width with a clear towing-path along the same of not less than eight feet in width and shall after commencing such works proceed with the same expeditiously and without interruption and shall complete the whole of the said works within six months from the commencement thereof :

(11) In the event of any loss or escape of water from the Rochdale Canal or any obstruction or impediment to the passage of traffic along the same or towing-path thereof at any time arising or being occasioned by or in consequence of the construction or the subsequent alteration repair or renewal of any of the works of the Company or by or in consequence of any accident failure or defect or want of repair to or in the same or any other act or default of the Company the Company shall forthwith stop such loss or escape of water or remove such obstruction or impediment to the reasonable satisfaction of the Rochdale Company and in case of their default the Rochdale Company may do the same and recover the costs and expenses incurred by them in connexion therewith from the Company in any court of competent jurisdiction :

(12) The Company shall make the canals by this Act authorised and all docks lay-byes and works communicating therewith and all the works thereof watertight up to a level of not less than twelve inches above the ordinary top water level of the Rochdale Canal at the said junction so that the water shall not leak or escape from the same and shall at all times maintain and keep the said canals docks lay-byes and works in a watertight condition and free from leakage :

(13) The Company may for the purpose of filling and from time time refilling if and when occasion requires the canals by this

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Act authorised take into the said canals water from the Rochdale Canal in such manner at such times for such price and upon such terms and conditions as may be agreed between the Company and the Rochdale Company or in the event of difference between such Companies as may be determined by a referee as herein-after mentioned. Provided that such referee shall take into consideration the present and prospective water requirements of the Rochdale Canal and shall not allow water to be taken from the Rochdale Canal for the above purposes at such times or in such manner as having regard to such requirements would unduly diminish or be likely to diminish the water supplies required or likely to be required by the Rochdale Company :

(14) The gates of the said lock herein-before required to be constructed on canal (No. 1) shall be kept closed at all times except when required to be opened for the passage of traffic through the same in accordance with this Act (for which purpose they shall not be kept open longer than necessary) and when there may be a flow of water from the canals by this Act authorised into the Rochdale Canal :

(15) The said lock shall not be opened for the passage of traffic through the same until the canals by this Act authorised or any portion thereof which may at the time be completed and ready for traffic shall have been examined and tested and found to be sound and watertight to the reasonable satisfaction of the Rochdale Company and no traffic shall be permitted to pass through the said lock at any time when the water in the canals by this Act authorised or either of them is more than six inches below the level of the water in the Rochdale Canal or at any other time or times when the water requirements of the Rochdale Company shall be such as to render the Rochdale Company unable to supply water for the passage of traffic through the said lock. Provided that in case of dispute between the Company and the Rochdale Company as to the water requirements as aforesaid of the Rochdale Company at any time the same shall be determined by a referee as herein-after mentioned :

(16) The lockkeeper to be appointed as herein-after provided shall record the amount of water used from time to time for the passage of traffic through the said lock and the Company shall from time to time if and when required by the Rochdale Company supply to the Rochdale Canal either at the same level as or at a higher level than the said junction of canal (No. 1) by this Act authorised with the Rochdale Canal and at such times and in such quantities as the Rochdale Company may

require (but no such requirement of the Rochdale Company shall extend to water so used previously to three months before the date of such requirement) a quantity of water equal to the quantity so used for the passage of such traffic or shall pay to the Rochdale Company in lieu thereof such a sum or sums of money as would enable the Rochdale Company to provide such quantity of water from any corporation or water company able and willing to supply the same. In the event of the Company failing for one month after demand in writing from the Rochdale Company to supply any water or make any payment for which they are liable under this subsection the Rochdale Company shall (without prejudice to any other remedy) be entitled to stop the passage of traffic through the said lock until such supply or payment shall have been given or made :

(17) The Company shall from time to time make compensation to the Rochdale Company for any loss or damage occasioned to them by reason or in consequence of the construction alteration repair or renewal of any of the Company's works or any delay in the completion thereof or any accident failure or defect or want of repair to or in the same or of any loss of water from or obstruction or impediment to the traffic of the Rochdale Canal arising from any such causes or other act or default of the Company and the amount of such compensation shall be settled in case of difference by arbitration in the manner provided by the Lands Clauses Acts for the settlement of cases of disputed compensation. Provided that in the absence of evidence of greater damage the compensation for obstruction or impediment to the traffic of the Rochdale Canal shall be the sum of ten pounds for every hour during which such obstruction or impediment shall continue and the compensation for any avoidable delay in the completion of any works beyond the period in this section prescribed in that behalf shall be the sum of twenty pounds for every day after the expiration of such period until the said works are completed :

(18) The Rochdale Company may from time to time appoint and remove a lockkeeper to have charge and control of the lock herein-before required to be constructed by the Company and may pay him such salary or wages as they think reasonable not exceeding the salary or wages usually paid by the Rochdale Company to lockkeepers on their own canal and such lockkeeper shall permit traffic to pass into and out of the said canals by this Act authorised and water to be drawn through the said lock for the purpose of passing traffic through such lock in accordance with the provisions of this section but not otherwise and any salary or wages paid by the Rochdale

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Company to any such lockkeeper shall be from time to time repaid to them by the Company on demand :

(19) The Company shall not take or use any water from the Rochdale Canal except in accordance with this section and shall not sell or dispose of or otherwise withdraw from their canals or either of them any water supplied from the Rochdale Canal except upon such terms as may be agreed between the Company and the Rochdale Company :

(20) Any difference between the Company and the Rochdale Company which is by this section referred to the determination of a referee shall be determined by an engineer or other fit person to be appointed by the Board of Trade on the application of either company and the costs of the reference including the reasonable costs of each company shall be paid by the Company unless in any case the referee shall find that the contention of the Rochdale Company is unreasonable in which case the costs of the reference shall be in the discretion of the referee :

(21) The reasonable costs charges and expenses of the engineer of the Rochdale Company in connexion with any of the matters provided for by this section shall be paid by the Company :

(22) The provisions of this section shall not prejudice supersede limit or restrict any rights to which the Rochdale Company may be entitled under the other provisions of this Act or under the provisions of any Act wholly or partially incorporated with this Act but shall be additional thereto.

For the
protection of
Daniel Lee
& Co.

29. For the protection of the manufactory and works known as the Castleton Print Works belonging to Edward Behrens and Frank Behrens and occupied by them and their co-partners trading as Daniel Lee & Co. (all herein-after referred to as the "the owners") the following provisions shall have effect unless otherwise agreed in writing between the owners and the Company :—

(1) Before opening the canal for public traffic the Company shall construct and for ever after maintain in good and substantial repair to the reasonable satisfaction of the owners and in all respects at the cost of the Company a suitable wharf or lay-bye of not less than one hundred feet in length and with a depth of water not less than that of the canal adjoining with a suitable and convenient approach thereto from the New Road to be substituted for Trows Lane and in the situation delineated and coloured green on the plan signed by Joseph Tertius Wood C.E. on behalf of the Company and by Arthur Chadwick on behalf of the owners and the owners their tenants

servants agents and workmen and all other persons authorised by them shall be at liberty at all times to embark and land thereat on or from any vessel on the canal free from payment of any wharfage dues or rates to the Company other than rates for the use of the canal and the owners shall also be at liberty at all times free from the like payment to keep vessels moored alongside the said wharf or in the said lay-bye and to ship and land on or from any vessel any goods wares and merchandise articles matters and things whatsoever Provided always that the user of the said wharf or lay-bye shall be subject to any reasonable bye-laws of the Company from time to time in force :

- (2) The Company shall not take or acquire under their compulsory powers any land belonging to the owners lying outside the dotted lines marked on the said plan within which lines the limits of deviation on the deposited plans where passing by or through the property of the owners shall be restricted :
- (3) Nothing in this section contained shall prejudice abridge or defeat the rights of the owners to compensation in respect of any lands or easements acquired by the Company from them or of any damage or injury arising to them for or in consequence of the works or operations of the Company.

30. For the protection of the mayor aldermen and burgesses of the borough of Oldham (in this section called "the corporation") the following provisions shall unless otherwise agreed between the Company and the corporation have effect (that is to say) :—

For the protection of the Corporation of Oldham.

- (1) Notwithstanding anything shown on the deposited plans and sections the Company shall construct the bridges respectively carrying the road in the parish of Royton known as Middleton Road and the road in the parish of Chadderton known as Burnley Lane over the canal as fixed bridges :
- (2) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 thereof shall apply to the gas mains and pipes and the water mains and pipes of the corporation throughout their authorised limits for the supply of gas and water respectively and for the purposes of those sections the corporation shall be deemed to be a gas and water company :
- (3) The gas mains and pipes of the corporation respectively situate in the aforesaid roads shall be placed or laid over the bridges carrying the respective roads over the canal under the footpath on the one side of each such bridge and the water

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mains and pipes respectively situate in the aforesaid roads shall be placed or laid over the same bridges under the footpath on the other side thereof all which aforesaid gas and water mains and pipes shall be surrounded with suitable composition to efficiently resist both frost and fracture :

- (4) All alterations or works affecting such gas or water mains or pipes shall be carried out at the expense of the Company and the Company shall also bear and on demand pay to the corporation the cost of superintending the carrying out of such alterations and works.

For the protection of the Middleton Corporation.

31. The following provisions shall unless otherwise agreed between the Company and the mayor aldermen and burgesses of the borough of Middleton (herein-after called "the corporation") apply for the protection of the corporation and the borough of Middleton and shall have effect notwithstanding anything in this Act contained or shown on the deposited plans and sections (that is to say) :—

- (1) In carrying the canal (No. 1) by this Act authorised (herein-after called "the canal") under the public road called Thornham Lane the Company shall not alter the level of such road and shall construct the bridge for carrying such road over the canal in line with and of the same width as the existing road and the Company shall under the canal beneath the said bridge lay down and encase in concrete of a thickness of twelve inches all round the pipes a line of twelve-inch diameter (internal dimension) cast iron sewer pipes of not less than three-quarters of an inch in thickness of iron and properly fix and joint the same for use as a sewer and construct proper manholes on each side of the canal in connexion with such pipes and shall at all times thereafter maintain such pipes and manholes in good and sound condition and permit the corporation to use the same (free of charge) as part of and in connexion with any sewers or drains to be at any time constructed or laid down by the corporation along the said road :
- (2) In carrying the canal under the public road called Stakehill Lane and under the public road called Boarshaw Lane the Company shall widen the said roads at the respective points of crossing and for a distance of thirty yards on each side of the canal to a width of thirty-six feet between the fences and shall carry the roads over the canal by fixed or swing bridges of the full width of the widened roads and in line therewith and with gradients on the approaches to such bridges not steeper than one foot in sixty feet in any part and so far as necessary for providing such gradients the Company may alter

and raise the level of the existing roads on each side of the canal : A.D. 1895.

- (3) The Company shall carry the public footpath shown on the deposited plans as crossing the canal between the points one mile six furlongs and one mile seven furlongs from the commencement of the canal under the canal and for that purpose shall construct under the canal a subway or underbridge not less than nine feet in width and shall make and keep such subway or underbridge watertight and free from leakage or soakage from the canal and connect the same with the existing footpath on each side of the canal and shall at all times properly drain such subway or underbridge and maintain the pathway through the same for the use of the public :
- (4) The Company shall carry the footpath shown on the deposited plans as crossing the canal between the points one mile seven furlongs and two miles from the commencement of the canal and the footpath shown on the said plans as crossing the canal between the points two miles three furlongs and two miles four furlongs from the commencement of the canal over the canal and for that purpose shall construct footbridges not less than six feet in width with proper and easy approach stairs not higher than necessary to afford a clear headway above the water level of the canal of eleven feet Provided that the Company shall if so requested by the corporation for the purpose of improving the approaches to any such footbridges divert such footpaths or either of them within the limits of deviation shown on the deposited plans so as to cross the canal at any point selected by the corporation within a distance of not exceeding five chains on either side of the point of crossing shown on the said plans :
- (5) The Company shall not stop up or interfere with the right of way along any footpath in the borough of Middleton except so far as incidental to or in connexion with any such diversion as mentioned in the last subsection :
- (6) The Company shall make all culverts to be constructed by them under the canal within the borough of Middleton of sufficient dimensions to allow (in addition to the free flow of water including flood water through the same) of the laying of a twelve inch diameter (internal dimension) sewer through the same and the corporation shall be at liberty free of charge at any time to lay through any such culvert and thereafter to maintain in the same any sewer or drain of dimensions not greater than those above mentioned in connexion with the sewerage of the said borough :

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(7) The bridges and subway for carrying the before-mentioned roads and footpaths over and under the canal as herein-before provided and all works connected therewith shall be constructed and subsequently maintained by and at the expense of the Company according to plans sections and specifications previously submitted to and approved by and under the supervision and to the reasonable satisfaction of the surveyor of the corporation and all such works shall be carried out so as to cause during their execution as little obstruction or interruption as possible to the traffic of the said roads or the passage along such footpaths and if and so far as necessary to prevent any such obstruction or interruption the Company shall provide to the reasonable satisfaction of the said surveyor all proper temporary bridges and all the works of the Company upon or near any such road or footpath shall during their construction and subsequent repair be kept lighted and watched every night from sunset to sunrise in manner directed by the corporation :

(8) In the event of either of the said roads called Stakehill Lane or Boarshaw Lane being carried over the canal by means of a swing bridge as herein-before authorised the following provisions shall apply as to the working and use of such swing bridge (that is to say) :—

(A) The Company shall employ a proper person or persons to be on duty at all times at the said bridge to open and close the same in accordance with the regulations to be made as herein-after provided, and such bridge shall be kept closed across the canal at all times except when required to be opened for the passage of vessels through the same or for necessary repairs ;

(B) The bridge shall not be opened for any purpose at such times during each day or on any particular day or days as may be from time to time specified by the corporation with the approval of the Board of Trade ;

(C) Proper provision shall be made by the Company to the reasonable satisfaction of the corporation for the efficient fencing off of the canal on each side thereof at times when the bridge is open and the bridge shall be properly lighted to the like satisfaction every night from sunset to sunrise ;

(D) The Company shall from time to time make and enforce regulations for the opening and closing of such bridge subject to the provisions of this Act and shall submit the same for the approval of the corporation and such bridge

shall be opened and closed in accordance with the regulations so made and approved and not otherwise and any person opening or closing the bridge otherwise than in accordance with such regulations shall be liable to a penalty of ten pounds for every such offence such penalty to be recoverable summarily by the corporation. Provided that in case of difference between the Company and the corporation as to any such regulations the same shall be determined by the Board of Trade on the application of either party ;

- (E) A copy in large type of the regulations for the time being in force shall at all times be kept posted up by the Company at or near such swing bridge :
- (9) The provisions of this section shall not prejudice supersede or restrict any rights to which the corporation may be entitled under any other provisions of this Act or any of the Acts incorporated therewith but shall be additional thereto :
- (10) All costs and expenses incurred by the corporation in connexion with this Act shall be paid by the Company to the corporation out of the first capital to be raised by the Company under this Act.

32. For the protection of the mayor aldermen and burgesses of the borough of Rochdale (in this section referred to as "the corporation") the following provisions shall have effect (that is to say) :—

For the protection of the corporation of Rochdale.

- (1) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall extend and apply to the gas and water mains pipes and apparatus of the corporation and to the corporation in respect thereof as though the corporation were a gas or water company or society :
- (2) In order to provide for the laying of any gas mains and water mains which the corporation may require to lay across any arch or girder bridge to be constructed for carrying across the canal Trows Lane and the several streets mentioned in the section of this Act the marginal note whereof is "For the protection of the Castleton (Lancashire) District Council" the Company in every such girder bridge and in every such arch bridge in which a less space than two feet and six inches shall intervene between the crown of the arch and the surface of the footway shall provide and lay two box girders each capable of containing therein a main of not less than twelve inches internal diameter or of equal capacity with a space round such respective mains of not less than six inches which space shall to the reasonable satisfaction of the manager of the gas

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- undertaking and the engineer of the water undertaking of the corporation be filled with suitable non-conducting materials to efficiently resist frost :
- (3) All works to be executed by the Company under this section or in any way affecting any gas or water mains of the corporation shall be executed at the cost in all respects of the Company in accordance with plans sections and specifications approved by the corporation before the commencement of the work and under the superintendence and to the reasonable satisfaction of the manager and engineer of the gas and water undertakings of the corporation and the reasonable cost of such superintendence shall be paid by the Company to the corporation. Provided that if the corporation do not within one calendar month after the submission of such plans sections and specifications send to the Company in writing their disapproval thereof or their requirements in relation thereto they shall be deemed to have approved thereof :
- (4) The Company and the corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company for the protection of the corporation and for the execution by the corporation of any such works and the acquisition of land therefor :
- (5) If any difference arise between the Company and the corporation touching anything 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) 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.

For the protection of the urban district council of Royton.

33. The following provisions for the protection of the urban district council of Royton (in this section called "the council") shall have effect unless otherwise agreed on in writing between the council and the Company (that is to say) :—

- (1) Wherever the canal or works shall be constructed over any sewers of the council the Company shall reconstruct in manner herein-after described the portions of such sewers as shall lie under the canal or works :
- (2) The Company shall also reconstruct in manner herein-after described such portions of the sewers of the council as shall be crossed by or be under either of the imaginary lines following viz. :—
- (A) Where the canal is formed on or by means of an embankment an imaginary line drawn from the foot of the

slope of the embankment (and away from the canal) at an angle of thirty degrees with the horizon ;

(B) Where the canal is carried on arches or other form of aqueduct an imaginary line drawn from the foundation of the piers or abutments of the aqueduct (and away from the canal) at an angle of thirty degrees with the horizon ; and

(c) Where the canal is excavated in the solid ground an imaginary line drawn from the side of the canal at the ordinary water level (and away from the canal) at an angle of thirty degrees with the horizon :

(3) All portions of sewers to be reconstructed by the Company in pursuance of the provisions of this section shall be so reconstructed as to allow of convenient access thereto for inspection and repairs without having to open up the ground from the surface and the Company shall provide all proper means of access to the ends of such portions of the sewers as shall be so reconstructed and all necessary wayleaves in connexion therewith and all such portions of sewers shall be reconstructed in the following manner namely :—

The internal width of the reconstructed portion of each such sewer shall be two feet wider than the internal width of the existing sewer and the internal height of the reconstructed portion of each such sewer shall be three feet higher than one half of the internal height of the existing sewer and at the level of one half of the internal height of the existing sewer a gangway or benching of blue bricks shall be formed on one side of each of the reconstructed portions of sewer and on the other side a curved invert at least nine inches thick of blue bricks shall be formed equal in sectional area and of a corresponding shape to the lower part of the existing sewer. The top of each of the reconstructed portions of sewer shall be a semi-circular arch. All the reconstructed portions of sewer shall be made watertight and shall be of proper strength and shall be built in straight lines with proper manholes ventilators and other necessary appliances :

(4) The council shall have the right at all times to carry through under or over the canal works and property of the Company any sewers or drains which may hereafter be necessary for the proper drainage of the district and the Company shall at all times afford to the council all reasonable facilities and accommodation for such purposes and shall allow such sewers and drains to be so carried through under or over their property free of

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all cost to the council and where the council shall require to carry such sewers or drains under the canal the Company shall construct and for ever maintain good and sufficient culverts under the canal to accommodate such sewers and drains at such levels and positions as the council shall reasonably require :

(5) The Company shall not make any alterations in the levels or lines of either of the sewers of the council known respectively as the northern valley and the southern valley main sewers :

(6) Notwithstanding anything in this Act contained or shown on the deposited plans and sections it shall not be lawful for the Company to alter the level of the road known as the Middleton Road and the Company shall carry such road over the canal by means of a fixed substantial stone brick or iron bridge to be constructed in accordance with a plan section and elevation to be submitted to and reasonably approved by the council previous to the commencement thereof :

(7) The Company shall not in any manner obstruct or interfere with the flow of sewage through the sewers of the council and the Company shall so construct the canal that no water therefrom shall enter the sewers of the council :

(8) Whenever it may be necessary to interrupt or interfere with any existing sewer or drain of the council the Company shall before interrupting or interfering with such existing sewer or drain construct to the reasonable satisfaction of the council another sewer or drain with necessary manholes lampholes and other appliances in lieu of and of equal capacity to the sewer or drain so proposed to be interrupted 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 interrupted or interfered with to the reasonable satisfaction of the council and before interrupting or interfering with such existing sewer or drain the Company shall give to the council seven days' notice thereof in writing Provided that if it shall be necessary to interfere with the level of the sewer of the council known as the Middleton Road sewer the Company shall not make it of a flatter gradient than one in one hundred :

(9) If by reason of the execution of any of the works by this Act authorised within the district of Royton the council shall necessarily incur any cost in altering any existing sewer drain or storm overflow or any manhole lamphole or other appliance connected therewith the Company shall repay to the council such reasonable additional cost :

- (10) If by reason of the execution of any of the works by this Act authorised within the district of Royton any increased length of sewers or drains shall become necessary the expense of constructing and laying such additional length to be certified by the surveyor to the council shall be repaid by the Company to the council :
- (11) In the event of any alteration or interference with or damage or obstruction to any street road footpath sewer or drain belonging to or under the control of the council being at any time caused by the works or operations of the Company the Company shall forthwith make good the same at their own cost to the reasonable satisfaction of the council and the Company shall also be liable in compensation to the council for any damage injury or loss occasioned to them thereby such compensation being in case of dispute determined in manner herein-after provided :
- (12) The Company shall carry the canal over the public road leading from Shiloh to Street Bridge and over the mill race belonging to the council by means of a bridge of a clear height for the entire span or opening thereof of at least sixteen feet and with a clear span or opening of not less than thirty feet measured on the square :
- (13) All the works prescribed provided for or referred to in this section and all other works necessary and incident to the construction of the works by this Act authorised so far as they affect the property and works of the council (all which works are herein-after called "the said works") shall be constructed in accordance with the provisions of this section and according to such plans sections and specifications as shall be previously submitted to and be subject to the reasonable approval in writing of the council :
- (14) The said works shall be executed by and in all things at the expense of the Company and so far as they affect the council under the superintendence and to the reasonable satisfaction of the engineer of the council and the Company shall pay the reasonable costs incurred by the council in or about such superintendence :
- (15) Notwithstanding anything in this Act contained the Company shall fully compensate the council for and indemnify them against all costs losses damages and expenses which may be occasioned to them or to any of their works or property by reason of the execution or failure of any of the Company's works or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others

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and the Company shall effectually indemnify and hold harmless the council from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission :

(16) Nothing in this section contained shall prejudice abridge or affect the rights of the council or their tenants to compensation in respect of any lands acquired by the Company from the council or their tenants or of any damage or injury arising to the council or their tenants for or in consequence of the works or operations of the Company :

(17) The Company and the council may agree for any variation or alteration in the provisions of this section or in the works in this section provided for or in the manner in which the same shall be executed :

(18) If any difference shall arise between the Company and the council as to anything to be done or not to be done under this section such difference shall be determined by an engineer to be appointed unless otherwise agreed on the application of the Company or the council by the Board of Trade and his decision shall be final and binding on both parties and the costs of the reference shall be borne as he shall direct.

For the protection of the Castleton (Lancashire) District Council.

34. The following provisions for the protection and benefit of the Castleton (Lancashire) Urban District Council (in this section called "the council") shall unless otherwise agreed between the council and the Company apply and have effect. (that is to say) :—

(1) Before stopping up or interfering with Trows Lane the Company shall divert that lane according to the line and level shown on the plan and section signed by John Robert Webster on behalf of the council and by Joseph Tertius Wood on behalf of the Company and such diverted lane shall be at least thirty-six feet in width and shall be kept in repair by the Company to the reasonable satisfaction of the council for a period of one year from the time of its being opened for public traffic :

(2) The Company shall concurrently with the construction of the canal (No. 1) by this Act authorised make and afterwards maintain bridges for carrying the streets herein-after mentioned over the canal (that is to say) :—

- (A) Canal Street ;
- (B) Albion Street ;
- (C) Trows Lane (when diverted as aforesaid) ;
- (D) Thornham New Road ;

(E) The occupation road leading from Manchester Road to New Hey Farm :

(3) The Company shall give to the council two months' notice in writing of their intention to commence the construction of the canal in the Castleton district and such notice shall be accompanied by a plan and section showing the line and level of the canal as the same is intended to be constructed in that district and the council shall before the expiration of the said notice indicate the line and situation of the bridges to be constructed by the Company under the foregoing provision and the Company shall construct the same accordingly :

(4) The Company shall also make and maintain bridges over the canal (No. 1) for carrying the continuation of the streets herein-after mentioned over the canal (that is to say) :—

- (F) A continuation of John Street ;
- (G) A continuation of Fenton Street ;
- (H) A continuation of Emma Street ;
- (I) A continuation of Church Street ;

Each of the bridges which the Company are by this subsection required to make shall be constructed and completed within one year from the receipt of a notice from the council that the continuation of the street to be carried over the canal by such bridge has been formed and metalled up to the canal bank :

(5) All bridges to be constructed under this section shall be of the full width of twelve yards (except the bridge (E) which shall be fourteen yards) between the parapets and the bridges and approaches including the continuations of the streets lettered (F) (G) (H) (I) shall be made of such gradients as the council may reasonably require but so that a headway of at least eleven feet from the top water level of the canal to the underside of the bridge shall be afforded :

(6) Where any stream or watercourse shall be intersected by the canal the Company shall during the construction of the canal construct a culvert syphon or watercourse of sufficient capacity to convey the water without interruption under or across the canal :

(7) The Company shall if the same is found to be reasonably required in addition to the other bridges before mentioned make and maintain a footbridge of at least six feet in width between the parapets to carry the public footpath leading from Trows Lane to Royal Farm across the canal with proper and convenient approaches to such footbridge :

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- (8) The Company shall during the construction of canal (No. 1) lay at their own expense under or across the canal cast iron sewer pipes with suitable manholes at both ends thereof within the district of the council at three points to be hereafter determined by agreement between the council and the Company such pipes and the appliances for the manholes to be provided by and at the cost of the council :
- (9) The Company in constructing any works required to be executed by this section for the benefit of the council shall carry out the same according to plans sections and specifications to be reasonably approved of by the council and in all things at the expense of the Company Provided that if the council shall for a period of two months neglect to approve of any such plans sections and specifications they shall be deemed to have approved thereof or if they shall disapprove of the same then the plans sections and specifications so disapproved shall be submitted to an engineer to be appointed by the Board of Trade at the request of either party and the works executed as he shall prescribe :
- (10) If any difference arises between the Company and the council touching anything to be done or not to be done under this section such difference shall be referred to an engineer or other fit person to be appointed on the application of either party by the Board of Trade and the Arbitration Act 1889 shall apply to such reference :
- (11) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 thereof shall apply to the gas mains and pipes and the water mains and pipes used for the supply of gas and water respectively within the district of the council and for the purposes of those sections the owner for the time being of such mains and pipes shall be deemed to be a gas and water company :
- (12) The gas mains and pipes situate in the aforesaid roads shall be placed or laid over the bridges carrying the respective roads over the canal under the footpath on the one side of each such bridge and the water mains and pipes situate in the aforesaid roads shall be placed or laid over the same bridges under the footpath on the other side thereof all which aforesaid gas and water mains and pipes shall be surrounded with suitable composition to efficiently resist both frost and fracture :
- (13) All alterations or works affecting such gas or water mains or pipes shall be carried out at the expense of the Company and the Company shall also bear and on demand pay to the

owner for the time being of such mains and pipes the cost. A.D. 1895.
of superintending the carrying out of such alterations and
works.

35. The following provisions for the protection and benefit of the Chadderton Urban District Council (in this section called "the council") shall unless otherwise agreed between the council and the Company apply and have effect (that is to say):—

For the protection of the Chadderton Urban District Council.

(1) The Company shall concurrently with the construction of the canal (No. 2) by this Act authorised make and maintain a bridge at the point two miles six furlongs and one chain from its commencement for carrying a road not less than ten yards wide between the fences over the canal and shall also make and maintain bridges for carrying the streets herein-after mentioned over the canal (that is to say):—

- (A) A continuation of Burnley Street;
- (B) A continuation of Park Street;
- (C) A continuation of Butterworth Street;
- (D) A continuation of Ogden Street;
- (E) A continuation of Frederick Street;
- (F) A continuation of Whittaker Street;
- (G) A continuation of Bamford Street;
- (H) A continuation of Eustace Street:

Provided that the Company shall not be required to construct bridges for carrying the continuations of the said streets lettered (B) (C) (D) (E) (F) (G) (H) over the canal until such continuations shall respectively be formed and metalled up to the canal bank:

Provided also that if the Company acquire and use for the purpose of their undertaking so much of the land numbered 60 on the deposited plans as lies to the east of Burnley Street and an imaginary line in continuation of that street across the said land the council shall not require the construction of bridges in respect of the above-mentioned streets lettered D E and F:

(2) The Company shall give to the council two months' notice in writing of their intention to commence the construction of the canal in the Chadderton district and such notice shall be accompanied by a plan and section showing the line and level of the canal as the same is intended to be constructed in that district and the council shall before the expiration of the said notice indicate the situation of the bridges to be constructed by the Company under the foregoing provisions of this section:

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- (3) Except as herein-before provided any bridges to be constructed under this section shall be of the full width of twelve yards between the parapets and the bridges and approaches including the continuation of streets intended to be carried over the canal shall be made of such gradients as the council may reasonably require but so that a headway of at least eleven feet from the top water level of the canal to the underside of the bridge shall in all cases be afforded. Provided that in the case of the bridge for carrying Burnley Lane over the canal the approaches on each side shall be extended so as to make the gradient not steeper on the south side than one in seventy-seven and on the north side one in thirty-eight:
- (4) Where any stream or watercourse shall be intersected by the canal the Company shall during the construction of the canal construct culverts syphons or watercourses of sufficient capacity to convey such waters without interruption under or across the canal:
- (5) Where any public footpath is intersected by the canal the Company shall where reasonably required construct a foot-bridge with proper approaches of a width not less than six feet:
- (6) The council shall be at liberty subject to the reasonable satisfaction of the Company's engineer before the bed and banks of the canal are concreted or formed to construct any sewer or drain that they may reasonably think requisite under or over the canal free of payment for easement or other rights and may from time to time subject to the like satisfaction repair and renew any such sewer or drain. Provided that in regard to any sewer carried over the canal there shall be a headway of at least eleven feet above the top water level of the canal:
- (7) No swing bridge shall be constructed across the canal except with the consent of the council:
- (8) The Company in constructing any of the works required to be executed under this section shall carry out the same according to plans sections and specifications to be reasonably approved of by the council and in all things at the expense of the Company. Provided that if the council shall for a period of two months neglect or refuse to approve of such plans sections and specifications or shall disapprove of the same then the said works shall be constructed according to plans sections and specifications to be submitted to and approved by an engineer to be appointed by the Board of Trade at the request of either party:

(9) If any difference arises between the Company and the council touching anything to be done or not to be done under this section such difference shall be settled by an engineer or other fit person to be appointed on the application of either party by the Board of Trade and the Arbitration Act 1889 shall apply to any such arbitration.

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36. The following provisions for the protection and benefit of Charles James Radclyffe of Hyde Wareham in the county of Dorset and his heirs and all other the owners for the time being of the Foxdenton Estate in the township of Chadderton (all of whom are in this section included in the expression "the owner") shall unless otherwise agreed in writing between the owner and the Company apply and have effect (that is to say) :—

For the protection of Charles James Radclyffe.

(1) All the provisions of the section of this Act with the marginal note "For the protection of the Chadderton Urban District Council" relating to bridges and works on or adjoining to lands belonging to the owner shall enure to the benefit and be for the protection of the owner as well as for the benefit and protection of the said district council and where such bridges and works are required to be carried out according to plans sections and specifications to be reasonably approved by the said district council such plans sections and specifications shall also be subject to the reasonable approval of the owner and in case of difference between the owner district council and Company or any of them then according to plans sections and specifications to be submitted to and approved by an engineer to be appointed by the Board of Trade at the request of any of the parties :

(2) In addition to the bridges mentioned in subsection (1) of the said section the Company shall concurrently with the construction of the canal (No. 2) by this Act authorised make and maintain bridges for carrying the streets herein-after mentioned or referred to over the canal (that is to say) :—

(j) A continuation of Cemetery Street ;

(k) A continuation of Brook Street ;

A continuation of any existing or intended street laid out by the owner on his said estate but so that the Company shall not be required to make more than six bridges in respect of such unnamed streets nor shall they be required to construct any such bridge until the continuation of the street to be carried over the canal is in each case formed and metalled up to the canal bank :

Provided that if the Company acquire and use for the purposes of their undertaking so much of the land numbered

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- 60 on the deposited plans as lies to the east of Burnley Street and an imaginary line in continuation of that street across the said land the owner shall not require the construction of bridges in respect of the above mentioned streets (j) and (k) :
- (3) The Company shall give to the owner two months' notice in writing of their intention to commence the construction of the canal in the owner's estate and such notice shall be accompanied by a plan and section showing the line and level of the canal as the same is intended to be constructed in the owner's estate and the owner shall before the expiration of the said notice indicate the situation of the bridges to be constructed by the Company under the foregoing provisions of this section and notwithstanding anything in the said section the situation of the bridges referred to shall be indicated by the owner as well as by the said district council and in case of difference in such situations as shall be determined by an engineer to be appointed (in default of agreement) by the Institution of Civil Engineers on the application of either party :
- (4) All bridges to be constructed under this section shall be of the full width of twelve yards between the parapets and the bridges and approaches including the continuation of streets intended to be carried over the canal shall be made of such gradients as the owner may reasonably require but so that a headway of at least eleven feet from the top water level of the canal to the underside of the bridge shall in all cases be afforded :
- (5) If in the opinion of the owner and of the said district council a more convenient crossing of the canal could be effected by carrying the streets mentioned in the said section and in this section under instead of over the canal the Company shall construct under the canal underbridges with spans of not less than twelve yards in width and with headways of not less than fifteen feet and shall make and keep such underbridges watertight and free from leakage from the canal and shall at all times properly drain such underbridges and maintain the street through the same for the use of the public :
- (6) Where any stream or watercourse shall be intersected by the canal the Company shall construct culverts syphons or watercourses of sufficient capacity to convey such waters without interruption under or across the canal and shall maintain the same :
- (7) The owner shall be at liberty subject to the reasonable satisfaction of the Company's engineer before the bed and banks of the canal are concreted or formed to construct any sewer or

drain that he may reasonably think requisite under or over the canal free of payment for easement or other rights and may from time to time subject to the like satisfaction repair and renew any such sewer or drain. Provided that in regard to any sewer carried over the canal there shall be a headway of at least eleven feet above the top water level of the canal :

(8) The Company shall make all culverts to be constructed by them under the canal within the owner's estate of sufficient dimensions to allow (in addition to the free flow of water including flood water through the same) of the laying down of a sewer not exceeding twenty-four inches in diameter (internal measurement) through such culvert and the owner shall be at liberty free of charge at any time to lay down through any such culvert and thereafter to maintain in the same any sewer or drain of dimensions not greater than those above mentioned in connexion with the sewerage of the owner's estate :

(9) The Company shall construct the canal (No. 2) by this Act authorised so far as it passes through the lands of the owner in the line and according to the levels shown on the deposited plans and sections and notwithstanding anything in this Act to the contrary they shall not deviate from such line or levels except with the previous consent in writing of the owner :

(10) The Company shall make and maintain the canals and works by this Act authorised in upon or near the estate of the owner so far as practicable watertight and shall make compensation to the owner his lessees and tenants for any loss or damage caused by the failure or giving way of any of the banks or works of the canal or from leakage therefrom and the amount of such compensation shall be settled in case of difference by arbitration in manner provided by the Lands Clauses Acts for the settlement of cases of disputed compensation :

(11) The Company in constructing any of the works required to be executed under this section shall carry out the same according to plans sections and specifications to be reasonably approved of by the owner and in all things at the expense of the Company. Provided that if the owner shall for a period of two months neglect or refuse to approve of such plans sections and specifications or shall disapprove of the same then the said works shall be constructed according to plans sections and specifications to be submitted to and approved by an engineer to be appointed by the Board of Trade at the request of either party :

(12) If any difference arises between the Company and the owner touching anything to be done or not to be done under this

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section such difference shall except where otherwise provided be settled by an engineer or other fit person to be appointed on the application of either party by the Board of Trade and the Arbitration Act 1889 shall apply to any such arbitration:

(13) All costs and expenses incurred by the owner in connexion with this Act shall be paid by the Company to the owner out of the first capital to be raised by the Company under this Act:

(14) Nothing in this section contained shall take away or prejudice the rights of the owner to compensation in respect of any lands acquired by the Company from him or of any damage or injury arising to him for or in consequence of the works or operations of the Company.

Agreements with local authorities.

37. The Company on the one hand and any highway authority on the other hand may enter into and fulfil agreements for or in relation to the construction and maintenance of any bridges roads or footpaths and the taking for such purposes of any lands in or by which they may respectively be interested or affected and any such agreements shall be deemed to be purposes of the public Acts under which such authority has jurisdiction and any expenses incurred by such authority in relation to such agreements shall be deemed to be expenses incurred for the purposes of those Acts.

Restriction on taking houses of labouring class.

38. The Company shall not under the powers of this Act purchase or acquire in any city borough or other urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

For the purposes of this section the expression "labouring class" includes mechanics artizans 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.

Period for compulsory purchase of lands.

39. The powers of the Company 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.

Power to take easements &c. by agreement.

40. 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 right or privilege of water in which other than the parties to the agreement have an interest) required for the purposes of this Act in or over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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41. The Company may for the purposes of this Act (in addition to any lands they are authorised to acquire and hold under the other powers of this Act) from time to time by agreement acquire in fee either by purchase or by way of exchange or otherwise any land not exceeding in the whole ten acres and any right easement or privilege therein thereunder thereover or thereupon not being an easement of water in which other than the parties to the agreement have an interest Provided that nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land taken under the powers of this section.

Power to acquire additional lands by agreement.

42. With respect to lands taken compulsorily under the powers of this Act and which may not be required for the purposes of the canal or its incidental works or for the other purposes of the Company or to enable them to comply with the provisions of this Act the following provisions shall have effect:—

Power to lease certain lands.

- (A) The Company may grant leases of any of such lands for any terms not exceeding ninety-nine years to any persons corporations or companies (such corporations or companies being capable at law of accepting such leases) who shall covenant to improve such lands by laying out money in the construction or erection thereon of docks basins lay-byes wharves warehouses sheds or other buildings and conveniences calculated to promote or facilitate the business of the Company and they may also grant to such lessees the use (during the continuance of their respective leases) of such wharfage water space quayage and other easements as may be requisite for the purpose of the trade or business to be carried on in or at the places and buildings so to be constructed or erected and as will not interfere with the general traffic and use of the canal:
- (B) Every such lease shall be made without fine but may be made with and subject to such exceptions reservations yearly or other rents or payments covenants conditions powers and provisions as the parties thereto agree Provided that in every such lease due provision be made for securing the payment performance and observance by the lessees thereunder of the rents (if any) covenants and provisions in and by such leases respectively

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reserved and contained and on their part to be performed and observed. Provided also that a duplicate or counterpart of every such lease be executed by the lessees therein named and delivered to the Company.

Power to retain &c. certain lands.

43. With respect to lands compulsorily taken under the powers of this Act and which in pursuance of a resolution or resolutions of the Company passed upon a certificate in that behalf at any time or from time to time given by the engineer of the Company the Company declare may be required for the purposes of the canal or incidental works or for other the statutory purposes of the Company or to enable them to comply with the provisions of this Act the Company may let or lease any of such lands for any of the purposes specified in the preceding section. Provided that in every lease they reserve the right to re-enter on the demised premises or any part thereof which they may require for any of the purposes specified in this section on giving to the lessee six months' notice in writing of their intention so to re-enter.

As to reversion of certain lands.

44. Notwithstanding anything in the Lands Clauses Acts to the contrary the Company shall not be bound to sell or dispose of any lands let or leased under the provisions of either of the preceding sections or the reversion thereof.

Company may construct warehouses &c.

45. Subject to the provisions of this Act the Company may on any lands for the time being belonging to them provide erect and fit up warehouses depôts buildings sheds cranes lifts staiths drops gear engines machinery and other apparatus conveniences and appliances for the more convenient user of the undertaking and may hold use or let the same and may sell let or otherwise dispose of lands for the erection thereon of the like matters and things by any company person or persons and the Company may insure the same and may let or appropriate the same or any of them to and for the use of particular trades persons or companies but so as not to interfere with or lessen the accommodation required for coal and colliery traffic or to give an undue preference to one class of traders over another. Provided that no lease be made by the Company under the powers of this section for a longer term than seven years in possession. Provided also that nothing shall be done under this section which will interfere with the general traffic and use of the canal and that all charges to be made in respect of the accommodation conveniences and appliances provided for in this section shall be subject to the regulations and provisions applicable to the Rochdale Canal contained in the schedule to the Canal Rates Tolls and Charges No. 2 (Bridgewater &c. Canals) Order Confirmation Act 1894.

PART IV.—DUES &c.

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46. The classification of merchandise traffic and the schedule of maximum rates tolls and charges applicable to the Rochdale Canal and the regulations and provisions contained in the schedule to the Canal Rates Tolls and Charges No. 2 (Bridgewater &c. Canals) Order Confirmation Act 1894 shall be applicable and apply to the canal as if the same were one of the canals named in the Order confirmed by the said Act.

Bridgewater &c. canals classification and maximum rates and charges to apply to Company.

47. The Company may from time to time demand and take in respect of every passenger vessel using (for the purpose of transit only) any part of the canal if propelled or moved by other than animal power a tonnage rate not exceeding one penny per register ton per mile.

Transit toll on certain vessels.

Any such vessel not having a registered tonnage shall be charged under this section as if she had a registered tonnage of twelve tons.

48. The Company may measure weigh ship unship tranship land re-land barge pile unpile house unhouse remove tare-mark cooper repair sample watch insure porter collect receive and deliver articles and perform any other duties or services in respect of goods merchandise and things brought to within or on the premises or works of the Company and may make reasonable charges therefor and if necessary may sell any articles for payment of such charges.

Company may load &c.

49. The Company may from time to time grant exemptions from such portion as they think fit of any dues payable under this Act Provided that every such exemption shall be made equally to all persons in respect of all vessels and all cargo falling within the same class or description and in the like circumstances.

Remission of dues.

50. Subject to the provisions of the Railway and Canal Traffic Acts 1873 and 1888 the Company may from time to time enter into and fulfil agreements with the owners of the Rochdale Canal and Bridgewater Canal with respect to the interchange accommodation and conveyance of traffic coming from or destined for the respective undertakings of the contracting parties the payment of drawbacks or rebates on and the division and appropriation of the revenue arising from that traffic and the appointment of a joint committee or joint committees for carrying into effect any such agreement as aforesaid.

Traffic arrangements.

51. Upon payment of the dues made payable by this Act in respect of the use of the canal and subject to the other provisions hereof the canal shall be open to all persons alike and such dues shall be charged equally to all persons in respect of all vessels and

Navigation free to the public without preference on payment of dues.

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cargoes falling within the same class or description and subject to the same dues and in the like circumstances and subject as aforesaid no undue preference or partiality shall be shown by the Company in favour of the vessels using the canal or goods of any particular person (including the Company) over the vessels or the goods of any other person.

PART V.—STEAM TUGS &c.

Company may let &c. steam tugs.

52. Subject to the provisions of this Act the Company may from time to time purchase or hire repair and let and take charges and remunerations for steam tugs and other towing power and may also from time to time license such number of steam tugs or other such power belonging to any person for such period and on such terms and conditions as they may think fit and may from time to time fix reasonable rates and charges for or in respect of the use of such steam tug or other power subject to the regulations and provisions applicable to the Rochdale Canal contained in the schedule to the Canal Rates Tolls and Charges No. 2 (Bridgewater &c. Canals) Order Confirmation Act 1894 and such rates and charges shall be paid by the owner master agent manager or other person having charge of the vessel obtaining assistance of such steam tug or other power to the Company or to the owner of such steam tug or other power if licensed by them as the case may be.

Penalty for tugs &c. plying without a licence.

53. Every person who without the licence of the Company first applied for and obtained shall use or employ any tug or steamboat for towing vessels within the canal except such as shall be provided or employed by the Company or other person having their authority shall for every such offence be liable to a penalty not exceeding five pounds Provided that no licence shall be refused to any suitable and efficient tug or steamboat.

PART VI.—BYELAWS.

Additional byelaws.

54. In addition to the powers of making byelaws contained in any other enactment enabling the Company to make byelaws they may from time to time make such byelaws as they think fit for all any or either of the following purposes (that is to say):—

For preventing any part of the canal specially appropriated by the Company for any particular trade business or purpose being used for any other purpose so as to prevent or interfere with its use for the purpose for which it is so appropriated;

For preventing and removing obstructions impediments impurities and nuisances at or in the canal and the roads and accesses thereto;

- For regulating the use of and the moving of waggons and trucks along the quays ;
- For regulating the user of the wharves landing places quays basins and lay-byes ;
- For regulating the opening and closing of bridges whereby any public road is carried over the canal and for regulating the passage of vessels through such bridges ;
- For regulating the conduct of the owners masters and crews of vessels however propelled with respect to the rate of speed at which they may proceed within the canal or any part or parts thereof and for requiring such vessels to stop or reduce their speed at such times and places as the Company may require and to keep the advertised times of sailing and for regulating the taking on board landing or putting out of cargo ;
- For regulating the towing of vessels within the canal the size and number of vessels to be towed in one train or by one or more tug boats or other towing power the speed at which tug boats or other towing power shall proceed whether towing or not the order and manner in which the towage shall be given and the duties and conduct of all persons employed in or upon tug boats or other towing power ;
- For regulating the terms and conditions of the granting of licences for tug boats or other towing power ;
- For the prevention of cruelty in the shipping transit unshipping landing and removal of animals ;
- For fixing (subject to the maximum rates and charges authorised by this Act) the rents rates toll duties and charges for and for regulating the use of warehouses sheds depôts quays sidings trucks cranes barges machinery and appliances and labour provided by the Company ;
- For fixing the rates to be charged for hire and use of tug boats or other towing power and for the towing of vessels ;
- For regulating the times and manner of paying and the places for payment of the dues and rents payable to the Company ;
- For berthing and removing vessels lying in any part of the canal and regulating the conduct and behaviour of boatmen lumpers jobbers stevedores and others resorting to the canal ;
- For regulating the ballasting of vessels within the canal and the order and manner in which they shall be supplied with ballast and the discharging and removal or disposal of ballast ;
- For preventing the exhibiting or placing in or on any of the works of any goods for sale other than such goods as the Company from time to time think fit to be permitted to be sold there and other than perishable articles landed on the quays and sold within forty-eight hours of their being landed ;

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For directing regulating or preventing the user of fires candles and lamps within and upon the canal or on board of any vessel being within the canal or within fifty yards of the entrance to the canal ;

For enforcing the consumption of smoke by steam tugs and steamboats ;

For preventing the smoking lighting or burning of tobacco or any herb or other substance whatsoever in any such vessel or in upon or within the limits of the canal :

And no such byelaws except so far as they relate solely to the Company or their officers or servants shall have any force or effect unless and until the same be confirmed by the Board of Trade :

Any person who offends against any byelaw shall be liable for every offence to a penalty not exceeding five pounds and to a daily penalty not exceeding forty shillings for every day such offence shall continue after conviction therefor and such penalties shall be in addition to any damages which may be recoverable for any loss damage or injury consequent on such offence.

PART VII.—MISCELLANEOUS.

Saving rights of Crown under Crown Lands Act.]

55. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections 21 and 22 of the Crown Lands Act 1866 and belonging to or exercisable on behalf of Her Majesty Her heirs or successors.

For the protection of the Postmaster-General.

56. (1) Without prejudice to any other provision for the benefit of the Postmaster-General the Company shall before in any manner removing altering or interfering with any telegraphic line of the Postmaster-General provide in substitution therefor to the satisfaction of the Postmaster-General such substituted telegraphic line whether overhead underground or laid in a subway as the Postmaster-General may specify and require and shall secure to the Postmaster-General the use in perpetuity of such substituted telegraphic line and the use for the purpose of laying maintaining and using additional telegraphic lines of any subway in which the said substituted telegraphic line is laid.

(2) The provision of the seventh section of the Telegraph Act 1878 shall apply to the removal or alteration of or the interference with the Postmaster-General's telegraphic lines under the provisions of this Act and the provision of substituted telegraphic lines as aforesaid with these modifications (that is to say) :—

(A) Two months previous notice shall be given of any work affecting a telegraphic line of the Postmaster-General.

(B) The Postmaster-General may at any time before the expiration of one month after such notice is given give the Company the counter-notice referred to in such section and may in such counter-notice specify the character of the substituted telegraphic line which he requires to be provided and may require the Company to do the whole or any part of the work necessary to provide such substituted telegraphic line: A.D. 1895.

(c) The proviso contained in subsection (8) of the said section shall not apply.

(3) In this Act "telegraphic line" has the same meaning as in the Telegraph Act 1878.

57. Nothing in this Act contained shall exempt any company or person named or referred to in this Act or the canal of such company or person from the provisions of any general Act relating to canals or to the better and more impartial audit of the accounts of canal 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 dues and charges or the transit tolls tonnage rates or wharfage rates. Provision as to general Acts.

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

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