



CHAPTER cxxxiv.

An Act for conferring further powers upon the Lancashire and Yorkshire Railway Company and the London and North Western Railway Company with regard to their respective undertakings and with regard to the North Union Preston and Longridge and Preston and Wyre undertakings of those Companies and for other purposes. A.D. 1896.
[20th July 1896.]

WHEREAS it is expedient that the Lancashire and Yorkshire Railway Company (in this Act called "the Lancashire and Yorkshire Company") should be empowered to make the new railway in this Act mentioned in that behalf and that the London and North Western Railway Company (in this Act called "the North Western Company") should be empowered to make the widenings of their existing railway and the deviation and alteration of the Preston and Longridge Railway of the Lancashire and Yorkshire Company and the North Western Company (in this Act called "the Two Companies") in this Act mentioned in that behalf :

And whereas it is expedient that the Two Companies should be empowered to make the widening of their North Union Railway and the deviation and alteration of the Ribble Branch Railway in this Act mentioned and that they should also be empowered as joint owners of the Preston and Wyre Railway to make the new railway and the widening and improvement of the Blackpool and Lytham Branch of that railway and to execute the other works and exercise the other powers and to acquire the lands in this Act respectively mentioned :

And whereas plans and sections showing the lines and levels of the railways and other works by this Act authorised and plans of the lands by this Act authorised to be acquired and appropriated

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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 of Lancaster and are herein-after referred to as the deposited plans sections and books of reference :

And whereas it is expedient that the Lancashire and Yorkshire Company should be empowered to raise additional capital and that the Two Companies should respectively be empowered to apply their funds as by this Act authorised :

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 (that is to say) :—

Short title.

1. This Act may be cited for all purposes as the Lancashire and Yorkshire and London and North Western Railway Companies Act 1896.

Incorporation of general Acts.

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

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction :

The expression "the Two Companies" means and includes the Lancashire and Yorkshire Company and the North Western Company or whichever of those Companies exercises the powers by this Act conferred upon the Two Companies :

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 for the purposes of this Act 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.

Power to Lancashire and Yorkshire Com-

4. Subject to the provisions of this Act the Lancashire and Yorkshire Company may make in the lines shown on the deposited plans and according to the levels shown on the deposited sections the

new railway in the county of Lancaster next herein-after described with all proper stations sidings roads approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for the purposes thereof or in connection therewith (that is to say):—

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 pany to make
 railway.

- (1) A railway one mile three furlongs and four chains in length commencing in the township of Walton-le-Dale in the parish of Blackburn by a junction with the East Lancashire Railway of the Lancashire and Yorkshire Company and terminating in the township and parish of Penwortham by a junction with the North Union Railway of the Two Companies.

5. The bridge carrying the railway at Preston over the road numbered on the deposited plans 9 in the township of Walton-le-Dale known as Hennel Lane shall be constructed with a clear headway of sixteen feet and with a span of not less than thirty-six feet and no part of the north face of such bridge shall be nearer to the bridge carrying the existing railway over the said road than twenty-five yards.

As to bridge
 over Hennel
 Lane.

6. For the protection of Sir James de Hoghton Baronet and Robert Ireland Blackburne and other the devisees under the will of Sir Henry de Hoghton Baronet deceased of the estates situate in the townships of Walton-le-Dale and Penwortham in the county of Lancaster now subject to the trusts of the said will and their heirs and sequels in estate and assigns (all of whom are referred to and included under the expression "the owners" where used in this section) the following provisions shall have effect (that is to say):—

For the pro-
 tection of Sir
 James de
 Hoghton
 Baronet and
 Robert
 Ireland
 Blackburne.

- (1) Notwithstanding anything shown on the deposited plans the Lancashire and Yorkshire Company (in this section referred to as "the Company") shall not exercise the compulsory powers of this Act over any land of the owners south or south-eastward of a point one hundred and ninety yards measured in a south-easterly direction from the commencement of the railway at Preston as shown on such deposited plans:

- (2) The Company shall not be empowered to take except by agreement the lands of the owners numbered on the deposited plans 4 6 8 and 9 in the parish and township of Penwortham unless they serve the owners with notices to treat for so much of the said lands as they may require within two years from the passing of this Act:

- (3) The Company shall contemporaneously with the construction of the railway at their own cost construct and for ever there-

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after maintain for the use of the owners and their tenants and others the following works:—

- (A) The Company shall reinstate the access to the fields of the owners adjoining Hennel Lane on either side where the present access is interfered with;
 - (B) The Company shall at or near the boundary between the fields numbered 20 and 24 on the deposited plans in the township of Walton-le-Dale construct an occupation bridge over the railway for carts and cattle fourteen feet wide and shall properly metal the roadway over such bridge and the approaches thereto such approaches to have gradients not steeper than one in fifteen;
 - (C) The Company shall construct between the point marked four furlongs on the deposited plans and the North Union Railway a bridge not less than thirty-six feet wide between the abutments in such position as may hereafter be agreed upon between the owners and the Company or in default of agreement as may be settled by arbitration as hereinafter provided the abutments of such bridge to be carried to such depth as will enable the owners to construct a road thereunder with a headway not exceeding sixteen feet but the Company shall not be required to alter the line or level of the railway as shown on the deposited plans and sections;
 - (D) Unless the Company purchase the whole of the property numbered on the deposited plans 9 in the parish and township of Penwortham they shall construct to the reasonable satisfaction of the owners a road thirty-six feet wide along the west side of the railway to give access between the said property and the road numbered on the said plans 13 in the said parish and township;
 - (E) The Company shall not stop up the footpath numbered on the deposited plans 5 in the parish and township of Penwortham without providing a substituted footpath therefor in a convenient position:
- (4) The parapets of all bridges constructed on the estate of the owners over the railway by the Company shall not be less than four feet six inches in height above the level of the roadway when altered and shall extend throughout the whole width of the railway and for a distance of not less than twelve feet on either side thereof;
 - (5) The railway where it passes through any lands of the owners shall be fenced off from the adjoining lands with proper and

substantial fencing and the Company shall plant the same with thorn-quicks and shall at all times maintain and keep in repair such fencing :

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- (6) The Company in constructing the railway through the lands of the owners shall at their own cost provide and maintain to the reasonable satisfaction of the owners proper and sufficient arches or culverts under the railway in such position or positions and of such sectional area as may be or may become necessary for the prevention of floods and the proper drainage of the surface of the said lands of the owners and the Company shall not interfere with the existing system of drainage of the said lands until they have made sufficient provision therefor to the reasonable satisfaction in all respects of the owners and the Company shall provide and maintain proper drains gulleys and outfalls for the drainage of all occupation roads upon the said lands interfered with by the construction of the railway to the satisfaction of the owners The Company shall also on lands severed by the railway make such watering places for cattle as may be required by the owners :
- (7) All bridges culverts and other works executed by the Company in pursuance of this section shall be executed and maintained by the Company at their sole expense and cost in all respects and to the reasonable satisfaction of the owners and according to plans and sections to be submitted to the owners previously to the commencement of any such works and reasonably approved by them Provided that the owners shall express their approval or disapproval of such plans within twenty-eight days of the date on which they are submitted and in default thereof shall be deemed to have approved of such plans :
- (8) All bridges to be constructed on and over the lands of the owners shall be constructed so as to prevent as far as practicable the dripping of water on the road or path beneath :
- (9) The Company shall carry down the foundations of the abutments of any bridges they shall construct on the lands of the owners to such depth as to allow of the construction and laying down beneath the said bridges of all sewers reasonably required for the sewerage and drainage of the lands of the owners :
- (10) The Company and the owners 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

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for the protection of the owners and for the execution by the owners of any such works and the acquisition of lands therefor:

(11) In case of any difference or dispute arising between the Company and the owners touching or concerning the true intent and meaning of any of the provisions of this section or the construction or carrying into effect of any of the works matters or things to be done or performed by the Company in pursuance thereof the same shall be referred to and settled by an engineer or other fit person to be agreed on between the Company and the owners or in default of agreement to be nominated as referee or arbitrator upon the application of either of the parties in difference by the President for the time being of the Institution of Civil Engineers and the costs of the reference shall be borne and paid as such referee or arbitrator shall direct:

(12) Nothing in this section contained shall prejudice lessen or defeat the right of the owners or their tenants to compensation for land acquired from or injury occasioned to their property by or in consequence of the works of the Company or to the construction of further necessary accommodation and other works as provided for by the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and the Railways Clauses Act 1863 or any of those Acts.

For protection of the West Lancashire Railway Company.

7. The following provisions for the protection of the West Lancashire Railway Company (herein-after in this section called "the West Lancashire Company") shall unless otherwise agreed between them and the Lancashire and Yorkshire Company apply and have effect (that is to say):—

(1) The Lancashire and Yorkshire Company shall carry the railway at Preston over and across the Blackburn Branch of the West Lancashire Company by means of a brick or stone bridge of one clear span of not less than twenty-six feet in width on the square and with a clear headway throughout of not less than fourteen feet six inches above the existing level of the rails at the point of crossing:

(2) If by reason of the construction of the said railway it shall become necessary to add to or alter any signal or signals upon the West Lancashire Railway the same shall be so added to or altered by the West Lancashire Company and the reasonable expense thereof shall be repaid to them by the Lancashire and Yorkshire Company:

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(3) The Lancashire and Yorkshire Company shall construct the said portion of the railway at Preston and all the works both temporary and permanent necessary and incident to the construction thereof or otherwise affecting the railways property or works of the West Lancashire Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and reasonably approved in writing by the general manager of the West Lancashire Company (herein-after called "the general manager") and the Lancashire and Yorkshire Company shall not commence the construction of the said portion of railway or enter upon or interfere with any land works or property belonging to or used by the West Lancashire Company until such plans sections and specifications have been so submitted and approved. Provided always that if the said general manager shall for the period of one month neglect to approve or disapprove such plans sections or specifications he shall be deemed to have approved thereof and if within the said period of one month he shall disapprove the same then the said portion of railway and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Lancashire and Yorkshire Company or the West Lancashire Company by the President for the time being of the Institution of Civil Engineers :

(4) The said portion of railway and all works necessary or incident to the construction thereof or affecting the railways property or works of the West Lancashire Company shall be executed by and in all things at the expense of the Lancashire and Yorkshire Company and under the superintendence and to the reasonable satisfaction of the said general manager :

(5) The Lancashire and Yorkshire Company shall not without the consent in writing of the West Lancashire Company enter upon take use or acquire any lands or property of the West Lancashire Company but the Lancashire and Yorkshire Company may purchase and take and the West Lancashire Company shall sell and grant accordingly an easement or right of using so much of the lands of the West Lancashire Company as may be absolutely necessary for the construction of the said portion of railway in accordance with the provisions of this section :

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- (6) During the construction of the said portion of railway over across or adjoining or near to or affecting the railways property and works of the West Lancashire Company the Lancashire and Yorkshire Company shall bear and on demand pay to the West Lancashire Company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their railways and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Lancashire and Yorkshire Company or their contractors or any person or persons in the employment of the Lancashire and Yorkshire Company or their contractors with reference thereto or otherwise :
- (7) The Lancashire and Yorkshire Company shall at all times maintain the said portion of railway and all the works connected therewith and incident thereto by which the said railway shall be carried over and across the railways works and lands of the West Lancashire Company in substantial repair and good order to the reasonable satisfaction in all respects of the said general manager and if and whenever the Lancashire and Yorkshire Company fail so to do the said West Lancashire Company may make and do in and upon as well the lands of the Lancashire and Yorkshire Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the reasonable amount of such expenditure shall be repaid to the West Lancashire Company by the Lancashire and Yorkshire Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction :
- (8) Notwithstanding anything in this Act contained the Lancashire and Yorkshire Company shall be responsible for and make good to the West Lancashire Company all costs losses damages and expenses which may be occasioned by the West Lancashire Company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the said railway of the Lancashire and Yorkshire Company and the works in connexion therewith or of any act or omission of the Lancashire and Yorkshire Company or of any of the persons in their employ or of their contractors or others and the Lancashire and Yorkshire Company will effectually indemnify and hold harmless the West Lancashire

Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :

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- (9) The Lancashire and Yorkshire Company and the West Lancashire Company may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed. Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the West Lancashire Company otherwise than is herein expressly provided :
- (10) All questions and differences which may at any time arise between the Lancashire and Yorkshire Company and the West Lancashire Company as to the construction or effect performance observance non-performance or non-observance of any of the foregoing provisions or any matters connected therewith or consequent thereon shall be determined by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers upon the application in writing of both the Lancashire and Yorkshire Company and the West Lancashire Company or either of them and the decision of every such arbitrator shall be binding and conclusive upon the parties in difference and the costs of the arbitration shall be in his absolute discretion.

8. The following provisions for the protection of the London and North Western and Lancashire and Yorkshire Railway Companies as proprietors of the North Union Railway (herein-after called "the proprietors") shall apply and have effect:—

For the protection of the North Union Railway.

- (1) The Lancashire and Yorkshire Railway Company (herein-after referred to as "the Company") shall construct the railway and works authorised by section 4 of this Act so far as the same passes over adjoins or affects the railways lands or works of the proprietors in such lines within the limits of deviation shown on the deposited plans as shall be approved by Francis Stevenson or other the principal engineer for the time being of the North Western Company (herein-after referred to as "the said principal engineer") and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the proprietors and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railways of the proprietors or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the proprietors full com-

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pensation in respect thereof to be recovered with full costs in any court of competent jurisdiction :

(2) The Company shall carry the said railway where the same is intended to cross the said North Union Railway and the lands or property belonging to or used or occupied by the proprietors at or near the said crossing by means of a wrought-iron or steel girder bridge with wrought-iron or steel flooring of three clear spans of not less than the following widths measured on the square to the existing railway :—

(A) In the case of the centre span eighty-eight feet ;

(B) In the case of the westernmost span twenty-six feet ;

(C) In the case of the easternmost span forty feet ;

Each of such spans shall have a clear headway throughout of not less than fourteen feet six inches above the upper surface of the rails at the said point of crossing and the company shall for ever maintain such headway above the level of the existing rails :

(3) If by reason of the construction of the said railway it shall become necessary to add to or alter the signal or signals upon the said railways of the proprietors the same shall be so added to or altered by the proprietors and the reasonable expense thereof shall be repaid to them by the company :

(4) The Company shall construct the said portion of railway where the same will pass over the railways of the proprietors and all the works both temporary and permanent necessary and incident to the construction thereof so far as they affect the property and works of the proprietors in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and reasonably approved in writing by the said principal engineer and the Company shall not commence the construction of the said portion of railway or enter upon or interfere with any land works or property belonging to or used by the proprietors until such plans sections and specifications have been so submitted and approved Provided always that if the said principal engineer shall for the period of one month neglect to approve or disapprove such plans sections or specifications they shall be deemed to have been approved by him and if within the said period of one month he shall disapprove the same and in case of the said principal engineer and the engineer of the Company failing to agree or of any difference arising between them then the said portion of railway and the said works shall be constructed

according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the North Western Company by the President for the time being of the Institution of Civil Engineers :

- (5) The said portion of railway and all works necessary or incident to the construction thereof or affecting the property or works of the proprietors shall be executed by and under the superintendence and to the reasonable satisfaction of the said principal engineer :
- (6) The Company shall not except with the previous consent of the proprietors under their respective common seals purchase or acquire any lands or property of the proprietors but the Company may purchase and take and the proprietors shall sell and grant accordingly an easement or right of using so much of the lands of the proprietors as may be necessary for the construction of the said portion of railway in accordance with the provisions of this section :
- (7) During the construction of the said portion of railway across and adjoining and near to or affecting the railways property and works of the proprietors the Company shall bear and on demand pay to them all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by the proprietors for watching their railways and the works thereof with reference thereto and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :
- (8) The Company shall at all times maintain the said portion of railway and all works connected therewith and incident thereto by which the said railway shall be carried across and adjoining the railways works and lands of the proprietors in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the proprietors may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the reasonable amount of such expenditure to be settled in case of difference by an arbitrator to be appointed as herein-after provided shall be repaid to the

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proprietors by the Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction :

- (9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the proprietors all costs losses damages or expenses which may be occasioned to them or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railway and the works in connection therewith or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the proprietors from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :
- (10) If in the opinion of the North Western Company or in case of difference between them and the Company of an arbitrator to be appointed as herein-after provided it shall be necessary for the proprietors to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the proprietors all costs and expenses incurred by them in relation to any such purchase or payment of compensation or a fair proportion thereof in case the same minerals shall be required to be left unworked as well for the protection and safety of the railway works or property of the proprietors as of the said works to be constructed under the powers of this Act and the amount of such costs and expenses or proportion or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as herein-after provided :
- (11) If any difference shall arise between the respective engineers of the Company and the North Western Company as to the reasonableness of the plans sections and specifications herein-before provided for or as to the purchase of or compensation for mines herein-before provided for or any other matter provided for in this section such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the North Western Company :
- (12) The Company and the North Western Company may agree for any variation or alteration upon and within the lands

belonging to them respectively in the works in this section provided for or in the manner in which the same shall be executed. A.D. 1896. —

9. Subject to the provisions of this Act the Two Companies or either of them with the consent of the other may make in the lines shown upon the deposited plans and according to the levels shown on the deposited sections the widening and the deviation and alteration of railways in the county of Lancaster next herein-after mentioned and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for the purposes thereof or in connection therewith:—

Power to Two Companies to widen railway &c.

(2) A widening five furlongs and six chains in length in the township and parish of Penwortham and in the township and parish of Preston in the county of Lancaster of the said North Union Railway on the west side thereof between a point fifty-five yards or thereabouts south of the said Ribble Viaduct and the north side of Dock Street Preston :

(3) A deviation and alteration one furlong one chain and sixty-five links in length in the said township and parish of Preston of so much of the Ribble Branch Railway as lies between points thereon respectively three hundred and forty yards or thereabouts and eighty yards or thereabouts south-east of the bridge which carries Walton's Parade Preston over the said branch railway.

10. The Two Companies shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Two Companies shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals. If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Two Companies and the amount of

Works below high water-mark not to be commenced without consent of Board of Trade.

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Power to
North
Western
Company to
widen rail-
way &c.

11. Subject to the provisions of this Act the North Western Company may make and maintain in the lines shown on the deposited plans and according to the levels shown on the deposited sections the widenings and the deviation and alteration of the portions of existing railways in the county of Lancaster next hereinafter described with all proper stations sidings roads approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on those plans and described in the deposited books of reference relating thereto as may be required for those purposes or in connexion therewith (that is to say) :—

(4) A Widening No. 1 two furlongs four chains and sixty links in length in the said township and parish of Preston of the Lancaster and Carlisle Railway of the North Western Company on the west side thereof between the north side of Dock Street Preston and a point one hundred and fifty yards or thereabouts south of the bridge carrying Pedder Street Preston over the said railway :

(5) A Widening No. 2 two furlongs four chains and seventy links in length in the said township and parish of Preston of the said Lancaster and Carlisle Railway on the east side thereof between a point forty yards or thereabouts south of the bridge carrying that railway over Chatham Street Preston and a point twenty yards or thereabouts south of the bridge carrying Pedder Street Preston over the said railway :

(6) A deviation and alteration nine chains and forty links in length in the said township and parish of Preston of so much of the Preston and Longridge Railway of the Two Companies as extends from its junction with the said Lancaster and Carlisle Railway to a point fifty yards or thereabouts south-west of the bridge carrying Leighton Street Preston over the said Preston and Longridge Railway.

For the pro-
tection of the
Corporation
of Preston.

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

(1) The Two Companies shall mean and include the two Companies jointly and either of them separately "The plan and elevation" means the plan and elevation signed in duplicate by Alexander Farquharson Fowler the Ribble navigation resident engineer on behalf of the corporation and by Francis Stevenson

on behalf of the Two Companies "The surveyor" means the surveyor of the corporation: A.D. 1896.

- (2) Notwithstanding anything shown on the deposited plans and sections the bridge for carrying the widening of the North Union Railway across the River Ribble shall be constructed in two spans and in all respects in accordance with the plan and elevation:
- (3) In order to protect the right bank of the River Ribble below the said bridge the corporation may build a river wall between the points marked A and B on the copy of the deposited plans signed by the said Alexander Farquharson Fowler and the said Francis Stevenson and may carry the foundations thereof down to the rock or to such lesser depth as the Ribble navigation resident engineer of the corporation shall deem sufficient and may construct the footing of the said wall of such a width as he may deem necessary not being greater than three feet and may carry the same up to the height of the existing pitching of the said bank on the west side of the existing bridge and may construct such steps from the said bank to the said river as may be necessary to give convenient access to and from the pleasure boats using the said river and the Two Companies shall repay to the corporation and indemnify them against all costs and expenses which they may incur in carrying out the works aforesaid:
- (4) Before commencing any works under Fishergate and during the construction of such works and so long as the surface of that street is interfered with by the Two Companies they shall maintain a roadway not less than twenty-five feet wide throughout and also a footpath on either side thereof not less than four feet and six inches wide and shall divert the existing tramway in Fishergate and relay the same along the said roadway Provided that the corporation may if they think fit at any time during the construction of the works set apart seven feet of the said roadway exclusively for tramway traffic and reserve the remaining eighteen feet for other vehicular traffic If during the construction of the said widening under Fishergate and the interference with the surface thereof the Two Companies fail to maintain the said roadway in accordance with the provisions of this subsection they shall forfeit and pay the corporation by way of liquidated damages twenty pounds for every day on which such failure shall occur and the same shall be recoverable by the corporation with full costs of suit in any court of competent jurisdiction:

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- (5) The surface of Fishergate shall only be temporarily and not permanently altered and shall be restored by the Two Companies at their own expense so soon as the works under Fishergate are completed :
- (6) Upon the completion of the said widening the Two Companies shall remove the temporary tramway and relay and restore the existing tramway to the reasonable satisfaction of the corporation and their lessees :
- (7) The Two Companies shall be responsible for and make good to the corporation all costs losses damages and expenses which may be occasioned to the said tramway or to any of the works or property connected therewith or to any person or persons using the same or otherwise by reason of the execution maintenance or repair or failure of the works by this Act authorised or by reason of any act or omission of the Two Companies or of their contractors or others or of any of the persons in their respective employ and the Two Companies shall effectually indemnify and hold harmless the corporation from all claims and demands upon or against them by reason of such execution maintenance or repair or failure or of any such act or omission or by reason of any interruption of the traffic on the said tramway :
- (8) The Two Companies shall if they disturb the existing main lay over the railway where widened under Fishergate and at a depth of not less than two feet below the surface of the ground a main of not less capacity than that of the existing main but the corporation shall not be liable to any damage which may arise to the works or property of the Two Companies by reason of leakage or bursting through frost or unavoidable accident :
- (9) The Two Companies shall continue the screen on the south side of the existing bridge carrying Fishergate over their railway from the present westerly termination of that screen to the eastern corner of the house numbered on the deposited plans 43 in the parish of Preston unless they erect buildings in lieu of such screen and when they pull down any portion of any one or more of the houses numbered respectively on the deposited plans 41 42 and 43 in the said parish they shall subject to the proviso herein-after contained continue the said screen or the line of buildings in lieu thereof in the same line to the western extremity of the said house numbered 41 and shall throw into Fishergate the land situate to the northward of the said continued screen or of the line thereof They shall also continue in a direct line westward the existing screen on

the north side of the said existing bridge from the westerly termination of that screen to the easterly corner of the house numbered 53 on the deposited plans of the said parish or if the Company pull down the house numbered 53 in the said parish without erecting any other building in lieu thereof then to the westerly corner of that house and shall throw into Fishergate the lands situate to the southward of that continued screen. Each of the said screens shall be constructed not less than ten feet in height above the surface of the footway : A.D. 1896.

Provided that if in lieu of any continuation of any screen the Two Companies erect a building the front of which in Fishergate shall be recessed from the direct continuous line of the existing screen on either side thereof they shall continue the screen so as to meet the front of such building and form with such building a continuous screen :

(10) The Two Companies shall simultaneously with the execution of the other works for widening their railway in the borough wholly remove the existing bridges across Lower Pitt Street and Bridge Lane respectively and the piers sustaining the same and shall replace those bridges by girder bridges for carrying the widened railway each such bridge being of one span the full width throughout of those respective streets where respectively crossed by the said respective bridges and having throughout a headway of not less than fifteen feet. Each of the said bridges shall be constructed so as to prevent as far as practicable the dropping of water on the roadway or footway beneath and shall have on either side thereof a substantial parapet or close screen not less than six feet and six inches in height above the highest point of the rails laid on the said respective bridges :

(11) The Two Companies shall at all times maintain the said several bridges and the parapets screens piers abutments and works connected therewith in good repair to the reasonable satisfaction of the surveyor and in default thereof if the Two Companies do not within fourteen days after notice in writing thereof given to the engineer of the Two Companies commence such repairs and proceed therewith with all reasonable despatch the corporation may execute the necessary repairs :

(12) If in or by reason of the execution of any works or repairs by or for the Two Companies under the powers of this Act any damage be caused to any property belonging to or vested in the corporation the Two Companies shall forthwith make good the same to the reasonable satisfaction of the said surveyor and

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in default thereof he may make good the same at the reasonable cost of the Two Companies :

- (13) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall extend and apply to and in relation to the alteration or interference with any water pipes of the corporation and in construing those sections for the purposes of this section the expression "society" or "company" used in relation to a water company shall mean the corporation :
- (14) All works to be done by the Two Companies under this section shall be done at their cost charge and expense in all things and under the superintendence and to the reasonable satisfaction of the surveyor and in accordance with plans sections and specifications previously submitted to and approved of by him Provided that if he fail for twenty-eight days after the submission of the same to him to approve or disapprove thereof or to state his requirements in writing in relation thereto he shall be deemed to have approved thereof :
- (15) All costs charges and expenses reasonably incurred by the corporation by reason of the execution of any works or repairs rendered necessary by any act default or omission of the Two Companies or their contractor or any person employed by them or any of them shall be paid on demand by the Two Companies to the corporation and in default thereof may be recovered by the corporation with full costs of suit from the Two Companies or either of them in any court of competent jurisdiction :
- (16) The Two Companies and the corporation may agree with each other for any variation in the works to be done under the provisions of this section or in the mode of the execution thereof :
- (17) If any difference arise between the Two Companies and the corporation touching this section or anything to be done or not to be done or as to any moneys to be paid thereunder such difference shall be determined by an arbitrator to be appointed (unless agreed on) on the application of either of the parties by the President of the Institution of Civil Engineers and the costs of the arbitration shall be borne as he shall direct.

Power to
two Com-
panies to
make
railway &c.

13. Subject to the provisions of this Act the Two Companies or either of them with the consent of the other may make and maintain in the lines shown on the deposited plans and according to the levels shown on the deposited sections the railway and the widening and improvement of the portion of railway in the county of Lancaster next herein-after described with all proper stations

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sidings roads approaches works and conveniences connected therewith respectively and may enter upon take and use such of the lands delineated on those plans and described in the deposited books of reference relating thereto as may be required for the purposes thereof or in connexion therewith (that is to say) :—

(7) A railway six miles five furlongs four chains and seventy links in length commencing in the township of Blackpool in the parish of Bispham by a junction with the Blackpool and Lytham Branch of the Preston and Wyre Railway at the south side of the bridge carrying Cow Gap Lane over that railway and terminating in the township of Medlar-with-Wesham in the parish of Kirkham by a junction with the said Preston and Wyre Railway at a point one hundred and ten yards or thereabouts east of the Kirkham North Junction signal cabin :

(8) A widening and improvement one mile six chains and sixty-nine links in length in the said township of Blackpool and parish of Bispham of the Blackpool and Lytham Branch of the Preston and Wyre Railway between the terminus of the said branch at Blackpool and the south side of the bridge carrying Cow Gap Lane over the said branch.

14. For the protection of the mayor aldermen and burgesses of the borough of Blackpool (in this section called “ the corporation ”) the following provisions shall (unless otherwise agreed between the corporation and the Two Companies) have effect (that is to say) :—

For the protection of the Blackpool Corporation.

(1) In this section the expression “ the borough ” means the borough of Blackpool and the expression “ street ” includes any highway public bridge road lane footway square court alley or passage whether a thoroughfare or not and the expressions “ town clerk ” and “ surveyor ” mean respectively the town clerk and surveyor of the borough and “ the railway ” and “ the widening ” mean respectively the railway and the widening and improvement of railway authorised by the section of this Act with the marginal note “ Power to Two Companies to make railway &c. ” :

(2) The Two Companies shall not except by agreement enter upon or take any of the lands or buildings or parts of lands or buildings numbered 2 3 15 48 (west of the bridge over Chapel Street) 68 82 (so far as affects any land dedicated or agreed to be dedicated as part of the highway) 84 97 (south of Victor Street as authorised to be diverted) 109 and 119 (south-east of Victor Street as authorised to be diverted) 147 148 149 and 150 on the deposited plans in the township of Blackpool and relating to the railway and widening :

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(3) The Victor Street diversion by this Act authorised shall be constructed not less than thirty-six feet in width and the situation line and level of such diversion shall be subject to the reasonable approval of the Corporation and the street so diverted shall be formed sewered levelled paved metalled flagged channelled and made good and proper means of lighting provided to the reasonable satisfaction of the corporation and shall be kept in repair by the Two Companies for twelve months from the completion of the work and after such twelve months by the corporation. Such street so diverted shall communicate with the adjacent streets in such manner as the corporation shall reasonably direct :

(4) The diverted footpath leading from New Road to Warbreck by this Act authorised shall be made in the line and situation and on the level and of the width shown upon the plan marked "A" and signed in duplicate by William Hunt on behalf of the Two Companies and Jeremiah Wolstenholme on behalf of the corporation and the bridge for carrying the diverted footpath under the railway shall be of the form and dimensions also shown on the said plan and subsections (2) (3) and (4) of section 43 of the Lancashire and Yorkshire Railway Act 1894 shall apply to the said diverted footpath :

(5) In the construction of the widening the Two Companies shall at their own expense construct the bridge carrying Bloomfield Road over the widening together with the eastern approach to such bridge of a uniform width between the parapets or fences of not less than thirty-six feet They shall also at their own expense reconstruct the bridge carrying Bloomfield Road over the existing railway and so much of the western approach thereto as is on land belonging to the Two Companies of a uniform width between the parapets or fences of not less than thirty-six feet The Two Companies shall also form on each side of the roadway over such bridges and approaches proper footpaths not less than six feet in width :

(6) The Two Companies shall if and when required by the corporation dedicate to and for the purpose of widening Bloomfield Road to a width of thirty-six feet any land acquired by the Two Companies which may be necessary for the purpose of increasing the width of Bloomfield Road to thirty-six feet and the Two Companies will upon the request of the corporation but free of purchase or compensation money grant and convey the same land to the corporation for the purpose of such widening :

(7) In the construction of the railway and widening the Two Companies shall at their own expense construct the bridge carrying Cow Gap Lane over the railway and widening together with the eastern approach to such bridge of a uniform width between the parapets or fences of not less than forty-five feet They shall also at their own expense reconstruct the bridge carrying Cow Gap Lane over the existing railway and so much of the western approach thereto as is on land belonging to the Two Companies of a uniform width between the parapets or fences of not less than forty-five feet The Two Companies shall also form on each side of the roadway over such bridges and approaches proper footpaths not less than seven feet six inches in width :

(8) The Two Companies shall if and when required by the corporation dedicate to and for the purpose of widening Cow Gap Lane to a width of forty-five feet any land acquired by the Two Companies which may be necessary for the purpose of increasing the width of Cow Gap Lane to forty-five feet and the Two Companies will upon the request of the corporation but free of purchase or compensation money grant and convey the same land to the corporation for the purpose of such widening :

(9) The Two Companies shall at their own expense and to the reasonable satisfaction of the corporation sewer level pave metal flag channel and make good the road over the bridges carrying Bloomfield Road and Cow Gap Lane respectively over the existing railway and the railway and widening and the approaches thereto respectively and shall keep the road in repair for at least twelve months from such completion and afterwards the road over such bridges and approaches respectively shall be kept in repair by the corporation :

(10) Nothing in this Act contained shall prejudicially affect the rights and powers of the corporation and the Two Companies respectively under the Blackpool Corporation Tramways Order 1893 but the corporation and the Two Companies respectively shall have the same rights powers and protection in respect of the new bridge carrying Cow Gap Lane over the widened railway and the widened bridge carrying that lane over the existing railway and the approaches thereto respectively as they have over the existing bridge and approaches :

(11) The Two Companies shall reconstruct the bridge carrying the existing railway over Chapel Street of a span of not less than forty-two feet with a clear headway throughout not less

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than the headway of the existing bridge and the Two Companies shall carry the widening over Chapel Street by not more than three bridges each bridge not being more than thirty feet in width with spans of not less than forty-two feet and clear headways throughout of not less than thirteen feet and a clear open space for light and ventilation of not less than ten feet for the whole width of the street shall intervene between each new bridge and reconstructed bridge :

(12) The Two Companies may also lower Chapel Street from the eastern side of the existing bridge to the eastern end of the most easterly bridge carrying the widening over that street to any extent not greater than that shown upon the deposited sections and the Two Companies shall alter the level of Chapel Street from the last-mentioned point to Great Marton Road (otherwise Central Drive) so as to make one uniform gradient between the two last-mentioned points :

(13) The bridge carrying the railway over Middle Lane and Watson's Lane shall where crossing Middle Lane be constructed of the full width of forty-five feet and where crossing Watson's Lane shall be constructed of the full width of thirty-six feet but if the new road proposed to be made by the corporation from Bloomfield Road to Middle Lane shall be less than forty-five feet wide then the said bridge carrying the railway over Middle Lane and Watson's Lane shall where crossing Middle Lane be of the same width (not exceeding forty-five feet) as the said new road The said bridge shall have a clear headway of at least eighteen feet throughout The Two Companies shall if and when required by the corporation dedicate to and for the purpose of widening Middle Lane and Watson's Lane to the same respective widths as the said bridge any land acquired by the Two Companies which may be necessary for the purpose of increasing the width of Middle Lane and Watson's Lane to the said respective widths and the Two Companies will upon the request of the corporation but free of purchase or compensation money grant and convey the same land to the corporation for the purpose of such widenings :

(14) The bridge carrying the railway over Hawes Side Lane shall be constructed as an arch bridge with a span of not less than thirty-six feet and a clear headway of not less than twenty feet at the centre of the arch and with a clear headway of eleven feet at the least at the springings of the arch The Two Companies shall if and when required by the corporation dedicate to and for the purpose of widening Hawes Side Lane

- to thirty-six feet in width any land acquired by the Two Companies which may be necessary for that purpose and the Two Companies will upon the request of the corporation but free of purchase or compensation money grant and convey the same land to the corporation for the purpose of such widening: A.D. 1896.
- (15) All bridges carrying the railway and widening over any street shall have the abutment walls of such bridges lined with buff glazed bricks or tiles and the Two Companies shall maintain the roof and sides of such bridges in good condition and the bridges shall be constructed and maintained so as to prevent as far as practicable the dripping of water:
- (16) All streets the surface of which shall be disturbed by the Two Companies shall be restored and made good to the reasonable satisfaction of the corporation and if the Two Companies make default therein after receiving one month's notice in writing in that behalf signed by the town clerk the corporation may execute the necessary work and recover the cost from the Two Companies in any court of competent jurisdiction:
- (17) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall extend and apply to the gas and electric lighting 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 except that the provisions of section 20 of the said Act as regards the depth at which pipes shall be laid shall not apply to any bridge over the railway or widening in which cases they shall be laid at the lowest practicable depth:
- (18) If by reason of the exercise by the Two Companies of any powers conferred upon them by this Act any additional gas or electric lighting mains pipes sewers or drains or any increased lengths or capacity thereof respectively be rendered necessary the same shall be respectively laid and constructed by the corporation at the cost of the Two Companies:
- (19) If by reason of the exercise by the Two Companies of any powers conferred upon them by this Act the corporation shall at any time incur any additional cost in repairing or altering any gas or electric lighting main pipe or apparatus or any sewer or drain such additional cost shall be repaid by the Two Companies to the corporation:
- (20) Before the Two Companies interfere with any existing sewer or drain they shall to the reasonable satisfaction of the corporation and at the cost of the Two Companies and in accordance with plans and sections to be previously submitted

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to and reasonably approved of by the corporation construct a sufficient substituted sewer or drain and connect the same with the sewer or drain so interfered with :

- (21) Nothing in this Act shall interfere with the rights or powers of the corporation in relation to the making of new sewers and drains :
- (22) If by reason of the execution of any of the powers of this Act any additional sewers or drains or any increased length or alteration of sewers or drains or any man-holes air-holes or other works or conveniences connected therewith shall become necessary the same shall be constructed by and at the expense of the Two Companies of such capacity according to such plans and in such manner as shall be reasonably approved of by the corporation :
- (23) Before the Two Companies obstruct any street in the exercise of their powers under this Act they shall to the reasonable satisfaction of the corporation provide and thenceforward until such obstruction be removed maintain proper accommodation for the traffic along such street and access to houses and property therein and they shall cause such obstruction to be properly fenced and lighted :
- (24) All flags paving stones and other materials in any street stopped up or discontinued under this Act shall remain and be the property of the corporation and may be used or removed by them :
- (25) The Two Companies shall at their own expense at all times whilst any street sewer or drain shall be broken up or opened consequent upon the exercise of the powers of this Act cause the same to be fenced and guarded and sufficient light and watch for the warning of passengers to be set up and kept there every night during which such street sewer or drain shall be continued so broken up or opened and shall after replacing and making good the same keep the same in good and substantial repair to the reasonable satisfaction of the corporation for six months next thereafter :
- (26) The Two Companies shall be responsible for and make good to the corporation all costs losses damages and expenses to be sustained by them by reason of any of the matters herein-before provided for or by reason of any damage to be occasioned to persons or property or otherwise by reason of the execution or any defect or default in execution (whether by the Two Companies or their contractors agents workmen or servants)

of the powers of this Act and shall indemnify the corporation from all claims and demands upon or against them by reason of any such execution or defect or default therein or arising therefrom :

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(27) No bridge belonging to the Two Companies or any parapet in connexion with any such bridge or any wall or fence of or in connexion with the approaches to any such bridge or any part thereof respectively shall be used for the posting affixing or exhibiting of any placards or advertisements except placards or advertisements relating solely to the business of the Two Companies or either of them :

(28) The Two Companies shall from time to time pay to the corporation all borough and general district rates leviable within the borough upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time when such lands or property respectively are acquired by the Two Companies until the Two Companies works are completed and assessed to such rates and the amount of such rates payable by the Two Companies shall be computed according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down :

(29) If any difference arise between the Two Companies 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 upon) upon the application of either of the parties in difference by the President for the time being of the Institution of Civil Engineers and the costs of the reference shall be borne as the arbitrator shall direct :

(30) The surveyor and his assistants or other persons appointed by the corporation shall from time to time and at all times during the construction of the authorised works have full power to enter and inspect the progress and condition thereof to see that the provisions of this Act are complied with.

15. Notwithstanding anything contained in this Act or shown on the deposited plans the Two Companies shall not under the powers of this Act purchase or acquire otherwise than by agreement any part of the properties numbered on the deposited plans of the

Certain lands not to be taken compulsorily.

[Ch. cxxxiv.] *Lancashire and Yorkshire and* [59 & 60 VICT.]
London and North Western Railway Companies Act, 1896.

A.D. 1896. widening and improvement of the Blackpool and Lytham Branch
4 to 14 inclusive in the parish of Bispham.

For the
protection of
the Fylde
Waterworks
Company.

16. For the protection of the Fylde Waterworks Company (in this section called "the water company") the following provisions shall have effect:—

(1) All works matters or things which the Two Companies or either of them under the provisions of this Act or any Act incorporated therewith may be empowered or required to do or execute with reference to any mains pipes hydrants plugs service pipes apparatus or other works of the water company (all of which are included in the words water apparatus where used in this section) shall be done and executed by and at the cost of the Two Companies but to the reasonable satisfaction of the engineer for the time being of the water company and such works matters or other things shall not be commenced (except in case of emergency) until after seven days' previous notice thereof in writing shall have been given to the water company:

(2) The water company and the engineer workmen and others in their employ may at all reasonable times enter upon the roads by this Act authorized to be made diverted or altered and upon those portions of the new railway and the widening of the Preston and Wyre Railway hereby authorised over which the water apparatus of the water company may for the time being be carried and do all such works as may be required for repairing maintaining altering enlarging protecting removing or replacing water apparatus now laid or which may hereafter be laid not exceeding one foot six inches internal diameter over the said railway or the said widening:

(3) If by reason of the exercise by the Two Companies or either of them of any of the powers granted to them by this Act any public highway or roadway shall be diverted horizontally or vertically and carried under or over the railway of the Two Companies they shall in addition to providing for and paying the cost of any water apparatus substituted for any existing water apparatus interfered with by the alteration or diversion of such highway or roadway make provision to enable the water company to lay down and maintain either a main or pipe of not less than fifteen inches diameter or any greater number of mains or pipes parallel or nearly so with and by the side of each other not requiring in the aggregate more delivery capacity space for their accommodation than the delivery capacity of a main or pipe of fifteen inches diameter over under or alongside

of each of the bridges by which such public highway or roadway shall be diverted and carried under or over the railway and the water company shall have full power and authority from time to time to lay down and maintain all such mains and pipes under over or along such bridges highways and roadways and to repair alter or renew the same and to increase the number thereof Provided that if the relative levels of the rails of the railway and of the surface of any public highway or road over the railway shall not admit of sufficient depth being left to enable such mains or pipes to be so laid then the Two Companies shall make such convenient provision alongside or within the parapets of the bridge as will enable such mains or pipes to be laid alongside or within the same so and in such manner as the same shall be at all times accessible to the water company for any of the purposes of this section and that the water company shall be able to protect their mains or pipes as far as possible by means of a sufficient covering from being frozen :

- (4) All works constructed under this Act affecting the water apparatus shall be constructed and maintained so that the use of the water apparatus of the water company and their supply of water shall not be unduly impeded or interfered with :
- (5) If by reason of the construction or maintenance of the works by this Act authorized any additional water mains or pipes or any increased lengths or capacity thereof respectively be rendered necessary the same shall be respectively provided laid and constructed by the water company at the expense of the Two Companies Whenever by the appropriation or destruction of property under this Act within the limits of supply of the water company any water mains or pipes laid for the supply of such property shall be rendered unnecessary the Two Companies shall pay to the water company the cost of providing and laying equivalent water mains or pipes and the cost of the works required for the discontinuance of any water mains or pipes so rendered unnecessary (to such amount as shall be estimated by the engineer for the time being of the water company) and the water mains and pipes so rendered unnecessary shall be the property of the Two Companies :
- (6) The Two Companies shall compensate the water company in respect of all damage and loss which may be sustained by the water company during the construction of the works and during their subsequent maintenance by reason or in

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consequence of any interruption occasioned to the water supply of the water company arising through failure in the works to be executed by the Two Companies or either of them on behalf of the joint undertaking under the authority of this Act And if the Two Companies shall fail to pay to the water company that compensation on demand the same may be recovered with full costs of action by the water company by proceeding in any court of competent jurisdiction :

(7) Nothing in this section shall limit prejudice or affect the right of the water company to compensation in respect of any matter not otherwise expressly provided for by this section or in respect of lands or premises (if any) belonging to the water company which may be taken or acquired by the Two Companies or may be injuriously affected by the execution of the works by the Two Companies or either of them on behalf of the joint undertaking by this Act authorised :

(8) Save as in this Act otherwise expressly provided nothing in this Act shall diminish limit prejudice or affect any of the rights or privileges of the water company :

(9) If any difference shall arise between the Two Companies and the water company respectively as to the true intent and meaning of this section or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with reference to the settlement of disputes by arbitration.

Rates and charges.

17. Subject to the provisions of this Act the new railway by this Act authorised to be made by the Lancashire and Yorkshire Company shall for the purposes of tolls rates and charges and all other purposes whatsoever be part of the Lancashire and Yorkshire Railway the widenings and deviations and alterations of railways by this Act respectively authorised shall for the purposes of tolls rates and charges and all other purposes whatsoever be parts of the railways to be respectively widened and deviated and altered and the new railway by this Act authorised to be made by the Two Companies shall for the purposes of tolls rates and charges and for all other purposes whatsoever be parts of the Preston and Wyre Railway of the Two Companies.

Height and span of bridges.

18. The North Western Company or the Two Companies (as the case may be) may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights

[59 & 60 VICT.] *Lancashire and Yorkshire and* [Ch. cxxxiv.]
London and North Western Railway Companies Act, 1896.

and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say) :— A.D. 1896.

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
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WIDENING NO. 1 OF LANCASTER AND CARLISLE RAILWAY.

98	Preston	Public	—	15 feet
101	Preston	Public	—	20 feet

WIDENING AND IMPROVEMENT OF PRESTON AND WYRE RAILWAY.

48	Bispham	Public	13 feet	—
147	Bispham	Public	8 feet	12 feet
149	Bispham	Public	9 feet	24 feet

19. The Two Companies may in constructing the widening and improvement of the Preston and Wyre Railway by this Act authorised divert the public highway numbered on the deposited plans 97 in the parish of Bispham in the manner shown upon the deposited plans and sections and when such diversion is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road and so much of the roads numbered 109 and 119 in the same parish as will be rendered unnecessary by the new portion of road and when and so soon as each of the said roads is so stopped up all rights of way over the same shall cease and the Two Companies may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the road stopped up as far as the same is bounded on both sides by lands of the Two Companies.

Power to divert roads as shown on deposited plans.

20. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the company or companies exercising the powers of this Act shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways by this Act authorised by a bridge or bridges or the immediate approaches thereto unless the level of such road or public highway or approaches is permanently altered so as to increase the gradient of any part thereof.

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

21. If the new railways by this Act authorised be not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Lancashire and

Period for completion of new railways.

[Ch. cxxxiv.] *Lancashire and Yorkshire and* [59 & 60 VICT.]
London and North Western Railway Companies Act, 1896.

A.D. 1896. Yorkshire Company and to the Two Companies respectively for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof respectively as shall then be completed.

Imposing penalty unless new railways opened.

22. If the Lancashire and Yorkshire Company or the Two Companies (as the case may be) fail within the period limited by this Act to complete the new railways by this Act authorised to be made by them respectively the Company or Companies so failing shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the uncompleted railway :

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in the third section of the Railway and Canal Traffic Act 1854 :

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided :

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Lancashire and Yorkshire Company or the Two Companies (as the case may be) were prevented from completing or opening the uncompleted railway by unforeseen accident or circumstances beyond their control Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty in respect of new railways.

23. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or railways in respect of which the penalty has been incurred or any portion thereof or who may have been subjected to injury or loss in consequence of the

compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit:

A.D. 1896.

If no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Lancashire and Yorkshire Company or the Two Companies (as the case may be) is or are insolvent or the railway in respect of which the penalty shall have been incurred or any part thereof has been abandoned be paid to such receiver or be applied in the discretion of the court as part of the assets of the Lancashire and Yorkshire Company or the Two Companies (as the case may be) for the benefit of the creditors thereof and subject to such application shall be repaid to the Lancashire and Yorkshire Company or the Two Companies (as the case may be).

24. Subject to the provisions of this Act the Two Companies or either of them with the consent of the other may in the lines shown upon the deposited plans and so far as the same are shown upon the deposited sections in accordance with the levels shown upon those sections execute the works in the county of Lancaster herein-after mentioned with all proper works and conveniences connected therewith respectively and may exercise the other powers herein-after mentioned and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for those purposes (that is to say) :—

Powers
to Two
Companies
to execute
works.

They may in the township of Blackpool in the parish of Bispham in lieu of the diversion authorised by section 42 of the Lancashire and Yorkshire Railway Act 1894 alter and divert the footpath leading from New Road to Warbreck such alteration and diversion commencing in the said footpath at a point sixty yards or thereabouts south of the centre of the level crossing thereof by the Blackpool Branch of the Preston and Wyre Railway and terminating in the same footpath seventy yards or thereabouts north of the centre of the said level crossing and so far as may be necessary for the purposes aforesaid the provisions for the protection of the Corporation

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of Blackpool contained in section 43 of the said Act are hereby repealed :

They may in the township of Poulton-in-the-Fylde in the parish of Poulton-in-the-Fylde construct a bridge with approaches over the Preston and Wyre Railway on or about the site of the level crossing known as Singleton Level Crossing and may stop up and extinguish all rights of way over the said level crossing.

Power to
Two
Companies
to acquire
additional
lands.

25. Subject to the provisions of this Act and in addition to the other lands which the Two Companies are by this Act authorised to acquire the Two Companies or either of them with the consent of the other may from time to time enter upon take use and appropriate for the purpose of extending their stations sidings warehouses depôts and other accommodation and for other purposes connected with their undertaking the lands in the county of Lancaster herein-after described or referred to delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say) :—

Certain lands in the township and parish of Preston lying on the east side of and adjoining Walton's Parade and at and near the southern end of Stanley Place :

Certain lands in the township of Blackpool in the parish of Bispham situate on the north-west side of Upper Queen Street at the north-east end thereof and abutting on the south end of the excursion sidings at the Talbot Road Station of the Preston and Wyre Railway and if and when the Two Companies under the powers of this Act or of any other Act relating to the Two Companies already passed become the owners in possession of the lands on both sides of the portion of Upper Queen Street which lies to the north-east of an imaginary straight line drawn in continuation of the north-east side of High Street across Upper Queen Street the Two Companies may stop up and discontinue and extinguish all rights of way over the said portion of Upper Queen Street :

Certain lands in the township of Blackpool in the parish of Bispham abutting upon the north-west side of the engine sidings of the Preston and Wyre Railway near Talbot Road Station opposite the coal stage Also certain other lands in the same township and parish abutting upon the north-west side of the carriage sidings of the Preston and Wyre Railway and extending from a point four hundred and twenty yards or thereabouts south-west to a point two hundred and thirty-five yards or thereabouts north-east of the level crossing of the

Blackpool Branch of the Preston and Wyre Railway by the footpath leading from New Road to Warbreck: A.D. 1896.

Certain lands in the township of Medlar-with-Wesham in the parish of Kirkham abutting on the south side of the Lytham Branch of the Preston and Wyre Railway and extending for three hundred and sixty yards or thereabouts in a westerly direction from the western boundary of the Two Companies goods yard at Kirkham.

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

27. The Two Companies may in constructing the bridge and diversion of footpath by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the said bridge as shown on the deposited sections to any extent not exceeding three feet but not so as to increase the rate of inclination of the road over such bridge as shown on the said sections. Power to deviate in construction of road works.

28. The Two Companies shall not stop up any road or footpath by this Act authorised to be stopped up until they shall have completed to the satisfaction of two justices and opened to the public the diversion of such road or footpath or the new road or footpath (if any) as the case may be by this Act authorised to be made in lieu of the road or footpath so to be stopped up. Provided that the Company shall before applying to such justices for their certificate that such road or footpath is completed to their satisfaction give seven days notice in writing of their intention to apply for the same to the road authority of the district in which such road or footpath is situate: Roads &c. not to be stopped up till substituted roads completed.

And the certificate of such justices together with the plan (if any) showing such stopping up and diversion or new road or footpath as aforesaid shall as soon as conveniently may be after the making of the said certificate be lodged with the clerk of the peace of the county of Lancaster and shall at the quarter sessions which shall be holden in and for the said county next after the expiration of four weeks from the day of the said certificate of the said justices having been lodged with the clerk of the peace as aforesaid be read by the said clerk of the peace in open court and the said certificate together with the plan as aforesaid shall be enrolled by the clerk of the peace amongst the records of the said court of quarter sessions.

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Provisions
as to repair
of new
roads &c.

29. Any road or footpath to be made diverted or altered under the authority of this Act (except the stone iron or other structure carrying any such road or footpath over the railway which structure shall unless otherwise agreed be repaired and maintained by and at the expense of the Two Companies) shall when made and completed from time to time be repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as other roads streets and footpaths of the same nature within the townships or parishes in which such road and footpath will be situate are from time to time liable to be repaired or maintained.

Extinguish-
ment of
rights of
way.

30. All rights of way over or along the roads and footpath which shall under the provisions of the sections of this Act the marginal notes of which are "Power to Two Companies to execute works" and "Power to Two Companies to acquire additional lands" be diverted stopped up and discontinued and over any of the lands which shall be purchased or acquired under the compulsory powers of this Act shall be and the same are as from the diversion stopping up purchase or acquisition thereof respectively by this Act extinguished.

Vesting
in Two
Companies
of site and
soil of
portions of
roads &c.
stopped up.

31. The site and soil of the roads and footpath by this Act authorised to be diverted stopped up and discontinued and the fee simple and inheritance thereof shall (except where by this Act otherwise provided) if the Two Companies are or if and when under the powers of this Act or of any other Act relating to the Two Companies already passed they become the owners of the lands on both sides thereof be from the time of the stopping up thereof respectively wholly and absolutely vested in the Two Companies for the purposes of their undertaking subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway.

Power to
owners to
grant
easements.

32. 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 Lancashire and Yorkshire Company or the North Western Company or the Two Companies as the case may be any easement right or privilege (not being an easement right or privilege of water in which other than parties to the agreement have an interest) required for any of the purposes of this Act to be executed by them respectively in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

33. And whereas in the construction of the railways and works by this Act authorised or otherwise in the exercise by the Two Companies of the powers of this Act it may happen that portions only of certain properties shown on the deposited plans will be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto:

A.D. 1896.
Owners may
be required
to sell parts
only of
certain
properties.

Therefore the owners of and persons interested in any of the properties described in the schedule to this Act and whereof parts only are required for the purposes of the Two Companies may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of the said properties without such material detriment as aforesaid be required to sell and convey to the Two Companies the portions only of the properties so required without the Two Companies being obliged or compellable to purchase the whole or any greater portion thereof the Two Companies paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or other person shall fail to notify to the Two Companies that he alleges that such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Two Companies may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Two Companies allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them Provided always that if in the opinion of the said tribunal any such portion or portions cannot be severed from the remainder of such property without such material detriment the Two Companies may withdraw their notices to treat for the portion or portions of the property required by them and thereupon they shall pay to the owner of or other person interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice Provided also that if in the opinion of such tribunal any such portion or portions can notwithstanding the allegation of such owner or other person be severed from the

A.D. 1896. remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person. The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained. The provisions of this section shall be stated in every notice given thereunder by the Two Companies to sell and convey any premises.

Restrictions
on displacing
persons of
labouring
class.

34.—(1) The Lancashire and Yorkshire Company or the North Western Company or the Two Companies shall not under the powers of this Act purchase or acquire in any city borough or urban district or 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 or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company or Companies exercising the said powers—

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

(B) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

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

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit. A.D. 1896.

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

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

Provided that the court may if they think fit reduce such penalty.

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

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

Provided that all lands on which any buildings have been erected or provided by any of the said Companies in pursuance of any

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A.D. 1896. scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

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

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

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

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

(11) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Lancashire and Yorkshire Company or the North Western Company or the Two Companies and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company or Companies by whom the same were acquired shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the Local

Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate. A.D. 1896.

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

35. The Two Companies may from time to time enter into and carry into effect agreements with respect to the construction and maintenance of the railways and other works and the acquisition of lands authorised by this Act or of any part or parts thereof and with respect to the payment of the cost thereof and with respect to the user of the said railways and other works by the Two Companies respectively. Agreements between the Two Companies.

36. The Two Companies may from time to time make and effect a partition or division between them of the whole or any part of the station at Preston as now existing or as altered or enlarged under the powers of this Act and of the lands works buildings and approaches thereto respectively and may do all such acts as may be necessary for effectually vesting the portion allotted to each Company in the same Company upon such terms or conditions as they may agree upon and each of the Two Companies may sell to the other and they may exchange any lands buildings or property belonging to or to be acquired by them jointly or separately at Preston. Provisions as to partition of Preston Station.

37. The Lancashire and Yorkshire Company from time to time may raise for the purposes of this Act by the creation and issue of shares or stock such capital as they shall think necessary not exceeding three hundred and seventy-eight thousand pounds exclusive of the moneys which they are or may be authorised to raise by any other Act or Acts of Parliament And the Lancashire and Yorkshire Company may create and issue such shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit And the clauses and provisions Power to Lancashire and Yorkshire Company to raise additional money by creation of shares or stock.

A.D. 1896. of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):—

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls and the merger and re-issue of forfeited shares ;

The remedies of the creditors of the Company against the shareholders ;

The borrowing of money by the Company on mortgage or bond ;

The conversion of borrowed money into capital ;

The consolidation of shares into stock ;

The making of dividends ;

The giving of notices ; and

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

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

Shares not to be issued by Lancashire and Yorkshire Company until one-fifth part paid up.

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

Qualifications of new shares of Lancashire and Yorkshire Company.

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

New shares or stock raised by Lancashire

40. Subject to the provisions of any Act already passed by which the Lancashire and Yorkshire Company are authorised to raise capital by new shares or stock and to the provisions of this Act

A.D. 1896.

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

and York-
shire
Company
under this
Act and any
other Act
of past or
present
Sessions
may be of
same class.

41. The Lancashire and Yorkshire Company may in respect of the additional capital of three hundred and seventy-eight thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking any sum not exceeding one hundred and twenty-six thousand pounds Provided that in respect of every one hundred and twenty-six thousand pounds of such additional capital issued and accepted and one half whereof shall have been paid up the Lancashire and Yorkshire Company may borrow a sum or sums not exceeding in the whole forty-two thousand pounds But no part of any such before-mentioned sums of forty-two thousand pounds shall be borrowed until shares for so much of the said portion of additional capital in respect of which the borrowing powers are to be exercised as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the said 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 portion of additional capital have been issued and accepted and one half of such portion has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of such portion of the said additional capital as is to be raised by means of stock is fully paid up and the said Company have proved to such justice as aforesaid before he so certifies that such shares or stock (as the case may be) were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same And upon production to such justice of the books of the said Company and of such other evidence as he shall think sufficient he shall grant

Power to
Lancashire
and York-
shire
Company to
borrow.

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A.D. 1896. a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Power to Lancashire and Yorkshire Company to create debenture stock.

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

Existing mortgages of Lancashire and Yorkshire Company to have priority.

43. The mortgages and bonds granted under the authority of any former Act relating to the Lancashire and Yorkshire Company and which shall be in force at the time of the passing of this Act shall during the continuance thereof but subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages granted by them by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by that Company.

Power to Lancashire and Yorkshire Company to apply corporate funds to purposes of Act.

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

Receipts from holders of Lancashire and Yorkshire shares or stock in case of persons not *sui juris*.

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

Application of moneys raised by Lancashire and Yorkshire Company.

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

Power to North Western Company to apply corporate funds to purposes of Act.

47. The North Western Company may apply to the purposes of this Act being purposes to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage

by virtue of any Acts relating to the North Western Company and which may not be required for the purposes to which they are by any such Acts made specially applicable. A.D. 1896.

48. With respect to any land which may be required by the Company for the purposes of this Act and which may belong or may be held of any honor manor or lordship belonging to Her Majesty in right of the Duchy of Lancaster the following provisions shall have effect:— Authorising dealings with property of the Duchy of Lancaster.

(1) Sections 1 and 2 of the Duchy of Lancaster Lands Act 1855 shall extend and apply to any land which may be so required and may so belong and to the purchase moneys payable by the Company in respect of the sale of such land:

(2) Sections 6 7 8 12 and 13 of the Act 19 George 3rd cap. 45 shall extend and apply to land which may be so required and may be held of any honor manor or lordship so belonging so as to authorise the enfranchisement to the Company of such land or the release to the Company of the fines heriots reliefs quit rents dues payments suits and services to which the same may be subject or liable and shall extend and apply to the moneys payable by the Company in respect of such enfranchisement or release.

49. If any land not required for the purposes of this Act shall at any time after the execution of any works under the authority of this Act become raised in height or reclaimed or by any other means cease to be subject to the flow and reflow of the ordinary tides or to be permanently covered with water (and that whether gradually or imperceptibly or otherwise) the Company shall not by virtue of the ownership of any lands which they are by virtue of this Act empowered to take or acquire have any estate right or interest in or to the land so raised in height or reclaimed or ceasing to be so subject or to be so covered as aforesaid by reason that such raising reclamation or cesser has been gradual or imperceptible or has been wholly or partially caused either by the works by this Act authorised or otherwise. As to future accretions.

50. Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to Her Majesty in right of Her Duchy of Lancaster without the consent in writing of the Chancellor for the time being of the said Duchy first had and obtained (which consent the said Chancellor is hereby authorised to give) or take Saving rights of the Duchy of Lancaster.

[Ch. cxxxiv.] *Lancashire and Yorkshire and London and North Western Railway Companies Act, 1896.* [59 & 60 Vict.]

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away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by Her Majesty Her heirs or successors in right of Her said Duchy.

Interest not to be paid on calls paid up.

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

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

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

Provision as to general Railway Acts.

53. Nothing in this Act contained shall exempt either of the Two Companies or their railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future Session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

Costs of Act.

54. 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 Two Companies in such proportions as may be agreed upon between them.

SCHEDULE referred to in the foregoing Act.

A.D. 1896.

DESCRIBING PROPERTIES whereof portions only are required to be taken
by the TWO COMPANIES.

Number on Deposited Plans.	Parish.	Description of Property.
NEW RAILWAY.		
242	Kirkham	Brickworks drying-ground kilns siding office and land
WIDENING AND IMPROVEMENT OF PRESTON AND WYRE RAILWAY.		
166	Bispham	South Shore football ground stands and sheds
LANDS AT BLACKPOOL.		
16	Bispham	Part of brickyard cabin and part of stable and hay-loft

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