CHAPTER cxlvii.

An Act for incorporating the Blackpool and Fleetwood Tramroads Company and empowering them to construct a tramroad and tramway between Blackpool and Fleetwood and for other purposes. [20th July 1896.] A.D. 1896.

WHEREAS the construction of the tramroad and tramway by this Act authorised to connect Blackpool and Fleetwood in the county of Lancaster would be attended with public and local advantage:

And whereas it is expedient that the persons herein-after named with others should be incorporated into a company and should be empowered to construct lay down and maintain the said tramroad and tramway and that the powers herein-after contained should be conferred upon them for those purposes:

And whereas it is expedient that the Company so to be incorporated (in this Act called "the Company") should be empowered to use electricity or other mechanical power (other than steam) as a motive power on the tramroad and tramway by this Act authorised in addition to or in substitution for animal power:

And whereas plans and sections showing the lines and levels of the tramroad and tramway and other works by this Act authorised such plans showing the lands to be taken compulsorily under the powers of this Act and books of reference to those plans respectively containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of those lands have been deposited with the clerk of the peace for the county of Lancaster and are herein-after referred to respectively as the deposited plans sections and books of reference:

And whereas the objects aforesaid cannot be attained 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

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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 Blackpool and Fleetwood Tramroad Act 1896.

Incorporation of general Acts.

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

The Companies Clauses Consolidation Act 1845 ;

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

The Lands Clauses Acts ;

The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof and with respect to mines lying under or near to the railway and with respect to the carrying of passengers and goods upon the railway and the tolls to be taken thereon ;

Section 3 (interpretation of terms) and Parts II. and III. of the Tramways Act 1870 ;

so far as they are applicable to and are not expressly varied by or inconsistent with the provisions of this Act are incorporated with and form part of this Act and shall apply to the undertaking of the Company Provided that the provisions of the Railways Clauses Consolidation Act 1845 herewith incorporated shall apply only to the tramroad by this Act authorised and for the purposes thereof the tramroad shall be deemed to be a railway and the Company shall be deemed to be a railway company Provided further that the provisions of the Tramways Act 1870 herewith incorporated shall apply only to the tramway by this Act authorised and shall not apply to any interference with any telegraphic line of Her Majesty's Postmaster-General.

For the purposes of and with regard to the tramway section 43 of the Tramways Act 1870 shall be read and construed as if the first period therein mentioned within six months after the expiration of which the local authority may exercise the powers conferred by that section had been thirty years instead of twenty-one years.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated with this Act have the same respective meanings unless

there be something in the subject or context repugnant to such construction :

The expression "the Company" means the Company incorporated by this Act ;

The expression "the tramroad" means the tramroad by this Act authorised ;

The expression "the tramway" means the tramway by this Act authorised ;

The expression "the undertaking" means the undertaking of the Company ;

The expression "the corporation" means the mayor aldermen and burgesses of the borough of Blackpool ;

The expression "the borough" means the borough of Blackpool ;

The expression "the council" means the Urban District Council of Fleetwood ;

The expression "the district" means the urban district of Fleetwood ;

The expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated with this Act 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.

Correction of errors in deposited plans and books of reference.

4. If there be any omission mis-statement or wrong description of any lands or of the owners lessees or occupiers of any lands shown upon the deposited plans or specified in the deposited books of reference the Company after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices for the correction thereof and if it appear to the justices that the omission mis-statement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is mis-stated or wrongly described and such certificate shall be deposited with the clerk of the peace for the county in which the lands in question shall be situate and a duplicate thereof shall also be deposited with the parish clerks of the several parishes in which the lands affected thereby are situate and such certificate and duplicate respectively shall be kept by such clerk of the peace and parish clerks respectively with the other documents to which the same relate and thereupon the deposited

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plans and books of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Company to take the lands and execute the works in accordance with such certificate.

Company incorporated.

5. George Readman Charles Hopkinson Edward Napier Galloway Benjamin Sykes and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a Company for the purpose of making maintaining and working the tramroad and tramway and for other the purposes of this Act and for those purposes shall be incorporated by the name of "The Blackpool and Fleetwood Tramroad Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Power to make tramroad and tramway.

6. Subject to the provisions of this Act the Company may make form lay down work use and maintain in the lines and according to the levels shown on the deposited plans and sections the tramroad and tramway herein-after described with all proper rails plates chairs sleepers tubes shelters gatekeepers' houses stables engines engine-houses carriage houses weighbridges weighing machines works and conveniences connected therewith and may enter upon take and use such of the lands shown on the deposited plans and described in the deposited books of reference as are required for that purpose :

The tramroad and tramway herein-before referred to and authorised by this Act are—

A tramroad a double line 6 miles 5 furlongs 1·5 chains in length commencing in the township and borough of Blackpool and parish of Bispham near the Gynn Inn at or near the junction of Queen's Drive and Warbreck Road and terminating in the township of Fleetwood and parish of Thornton at or near the junction of Copse Road and West Street Fleetwood :

A tramway (on the deposited plans referred to as Tramway No. 3) a double line 5 furlongs 1·25 chains in length wholly situate in the township of Fleetwood and parish of Thornton commencing by a junction with the tramroad at its termination aforesaid and proceeding thence in a north-easterly direction into and along West Street East Street and North Albert Street into and across Bold Street and terminating at or near the intersection of Upper Lune Street and Bold Street near the Euston Barracks.

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Arrangements as to works in Blackpool.

7. And whereas the corporation made application in the present Session of Parliament to the Board of Trade for a Provisional Order intituled "the Blackpool Corporation Tramways Order 1896" (in this Act referred to as "the said Order") to authorise the construction of tramways within the borough of Blackpool (herein-after called "the borough") including the tramway in the borough described in the said Order as Tramway No. 8 And whereas the said Tramway No. 8 was intended to be constructed in part along a proposed street to be made from the road known as the Gynn to the northern boundary of the borough upon lands which are within the limits of deviation of the portion within the borough of the tramroad by this Act authorised (herein-after in this Act referred to as "the defined portion of tramroad") And whereas the corporation arranged with the promoters of the Bill for this Act that subject to the approval of the Board of Trade and of Parliament the said portion of Tramway No. 8 should be constructed in the said proposed street in accordance with an amended plan and section deposited as in the said Order mentioned and in such position on the road as the Board of Trade may approve And whereas the Board of Trade made the said Order subject to the confirmation thereof by Parliament authorising the construction of the said portion of Tramway No. 8 in accordance with the said amended plan and section And whereas the said Order was included in the Tramways Provisional Orders (No. 1) Confirmation Bill 1896 And whereas an arrangement was come to between the corporation and the promoters of the Bill for this Act to the effect herein-after enacted Be it therefore enacted as follows:—

(1) The powers by this Act conferred upon the Company to make the defined portion of tramroad and to take lands for the purposes thereof shall not be exercised if the corporation within eighteen months from the passing of this Act or before the portion of the tramroad between the northern boundary of the borough and the road to the shore at Norbreck shall have been opened for public traffic construct in accordance with the said amended plan and section and open so much of Tramway No. 8 authorised by the said Order as extends from a point 1 furlong 5 chains south of the borough boundary to its termination at the borough boundary and permit the Company to form a junction between the said portion of tramway and the portion of the tramroad by this Act authorised outside the borough:

(2) Nothing in this Act contained shall make it obligatory upon the corporation to construct any part of the said Tramway No. 8 which shall not be in a street vested in the corporation

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Provided that if the corporation construct a part only of the said portion of Tramway No. 8 the Company may construct with all necessary connexions so much of the defined portion of tramroad as shall be necessary for forming a continuous line:

(3) Subject as aforesaid the corporation (notwithstanding anything in the said Order contained) may and subject to the acceptance thereof in accordance with this section by the Company shall grant to the Company a lease of the following portions of tramways by the said Order authorised to be constructed namely (*a*) So much of Tramway No. 5 as shall lie between its termination and an imaginary straight line drawn in continuation across Dickson Road of the northerly side of the northerly footway of Queen Street (*b*) So much of Tramway No. 7 as shall lie between its termination and the commencement of Tramway No. 8 and (*c*) So much of Tramway No. 8 as shall be constructed by the corporation (which said portions of tramways are herein-after in this Act referred to as "the demised tramways") and such lease shall subject to the provisions of this Act and to the approval of the Board of Trade be in the form and for the term and subject to the covenants and conditions contained in the form signed by Thomas Strover Turnbull on behalf of the Company and by Thomas Loftos on behalf of the corporation Provided that the corporation shall not be required to grant the said lease nor shall the Company be entitled to the same or to use the demised tramways unless and until the portion of the tramroad between the northern boundary of the borough and the road to the shore at Norbreck shall have been opened for public traffic:

(4) The Company within two months after completion as aforesaid by the corporation of the demised tramways shall if a counterpart of such lease shall have been presented to them by the corporation accept and execute the same And the stamp duty upon and expenses out of pocket incurred by the corporation in the preparation and execution of the lease and counterpart shall be paid by the Company to the corporation:

(5) The term of the said lease shall be 21 years from the day of the opening for public traffic of the demised tramways and the rent to be reserved and made payable under the lease shall be a yearly sum equal to ten pounds per centum upon the aggregate outlay incurred by the corporation in connexion with the construction of the demised tramways including all

royalties (if any) paid by the corporation in respect of the adopted system cost of all rails tie rods necessary concrete and materials and also of all labour used and employed in or about the works but not including the excavations above the level of the surface of the street;

The system to be adopted shall prior to the commencement of the construction of the demised tramways be agreed between the corporation and the Company or their respective engineers or in default of agreement for the space of three months from the passing of this Act shall be fixed by the Board of Trade but the rails shall be of such a design as to carry the rolling stock of the Company:

(6) Subject to the proviso to sub-section (3) of this section the corporation may and shall permit the Company to use the demised tramways when the same shall have been certified to be fit for public traffic until the actual execution of the said lease The Company shall during such interim working perform and observe all such covenants and obligations in relation to the demised tramways and the traffic as they would be bound by and liable to perform and observe if the lease were granted and shall pay an apportioned part of the said yearly rent:

(7) The corporation and the Company may from time to time agree upon and make such alterations or variations in the said lease and in the amount of rent to be paid thereunder and in any of the covenants and obligations contained therein as may be mutually deemed necessary or expedient:

(8) The Company at all times after the opening of the portion of the tramroad by this Act authorised between the commencement thereof and the road to the shore at Norbreck or any part thereof for public traffic shall if required by the corporation by notice in writing under the hand of the town clerk run carriages sufficient for passenger traffic from each extremity of such portion to the other over the whole length of such portion at least four times every day with intervals of not less than one hour between each journey if so required by the corporation as aforesaid between the hours of nine o'clock in the forenoon and nine o'clock in the afternoon:

(9) The corporation shall proceed with the construction of the demised tramways and subject as aforesaid shall complete the same within two years from the date of the passing of the Act confirming the said Order and shall connect the same with the portion of tramway No. 8 mentioned in subsection (1) of this section or permit the same to be connected with the defined

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portion of tramroad (as the case may be) so as to form a continuous line and if at the expiration of the said period of two years the Company shall have completed and opened for public traffic the portion of the tramroad between the northern boundary of the borough and the road to the shore at Norbreck and the corporation subject as aforesaid shall not have completed and opened for public traffic the demised tramways and connected the same or permitted the same to be connected as aforesaid then and in such case (without prejudice to the powers of the Company to construct the defined portion of tramroad or any part thereof if and when such powers shall come into operation) the corporation shall pay to the Company a sum of four pounds a day as liquidated damages until such completion and connexion or permission to connect as aforesaid :

(10) Any difference which may arise between the Company and the corporation as to whether or not the corporation or the Company shall have duly constructed the works which under this section the corporation and the Company respectively are authorised to construct or as to the true intent or meaning of this section or as to any other thing to be done or not to be done thereunder shall be from time to time referred to and determined by an arbitrator to be appointed on the application of either party by the Board of Trade and the costs of such reference shall be in the discretion of the arbitrator.

For the protection of the corporation.

8. For the protection of the corporation the following provisions shall have effect unless otherwise agreed between the Company and the corporation (that is to say) :—

(1) If at any time any sewer or drain or gas or electric lighting pipe or main or lighting apparatus vested in or belonging to the corporation shall be or become injured or damaged by reason or in consequence of any act deed matter or thing of or by the Company or their contractors or servants the corporation may immediately thereupon or at any time thereafter at the cost and risk in all respects of the Company do and execute such acts and works as the Corporation may deem necessary in order to effect the reinstatement of such sewer or drain or gas or electric lighting pipe or main or lighting apparatus to as good a condition as it was in prior to such damage or injury :

(2) Whenever the Company desire under the authority of this Act to do any act which may render necessary the alteration removal or displacement of any sewer or drain or gas or electric

lighting pipe or main or any lighting apparatus vested in or belonging to the corporation the Company shall give to the corporation fourteen days' notice in writing of such desire and the corporation shall thereupon forthwith but without prejudice to the protection afforded to them by the Tramways Act 1870 make such alteration displacement or removal as the case may be and do all works incidental thereto and all expenses that may be thereby reasonably incurred shall be defrayed by the Company:

(3) All moneys payable by the Company to the corporation under the provisions of this Act shall be payable on demand and (save as otherwise provided) in default thereof may be recovered by the corporation from the Company as a simple contract debt:

(4) The provisions of the Tramways Act 1870 with respect to the recovery of penalties shall apply to any penalty under this Act and all penalties for the breach of any provisions of this section shall be paid to the corporation:

(5) The special provisions in this Act contained for the protection of the corporation shall not be deemed to supersede or dispense with the provisions of the Tramways Act 1870 but those provisions respectively if and so far as they may be deemed applicable to the defined portion of tramroad (except in so far as they may be varied by or be inconsistent with any of the special provisions of this Act) shall be and remain in full force and effect:

(6) If any dispute or difference under this section or for the settlement of which no special provision is made by this Act shall arise between the corporation and the Company respecting any act matter or thing to be done or not to be done or any money other than a penalty to be paid under or in pursuance of this Act such dispute or difference shall be settled in the manner prescribed by section 33 of the Tramways Act 1870 for the settlement of the differences in the said section mentioned.

Confirming agreement with corporation.

9. The agreement between the corporation of the one part and the promoters of the Bill for this Act as agents for and on behalf of the Company of the other part as set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the corporation and upon the Company.

For the protection of James Cardwell and others.

10. For the protection of James Cardwell John Hodgson James Ward Frederick Nickson John Nickson John Coulston George Chadwick Kingsbury and Robert Butcher Mather and David

A.D. 1896. Ainsworth and John Stirling Ainsworth and other the owner or owners for the time being of the lands and property delineated on the plan herein-after mentioned and in this section referred to as "the lands" (all of whom are in this section included in the expression "the owners") the following provisions and conditions shall unless otherwise agreed upon in addition to all other provisions for their protection contained in this Act or any Act incorporated therewith so far as the same are not varied by or inconsistent with the provisions of this section be binding upon the Company and have effect (that is to say):—

(1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not except by agreement take or acquire any lands or any rights easements or interests over under or upon any lands of the owners or any of them other than an easement or right of using the lands delineated and hatched red on the copy of the deposited plan signed by James Cardwell on behalf of the owners and Benjamin Sykes on behalf of the Company for the purposes of the agreement set forth in the Third Schedule to this Act which agreement is hereby confirmed and made binding on the parties thereto and on the Company:

(2) The Company shall at all times when and where required by the owners construct and maintain crossing places over the tramroad for foot horse and vehicular traffic (such crossing places not to exceed two in number between the points A and B on the said plan and eight in number between the points B and C on the said plan) for the purpose of communication between the lands of the owners on either side of the tramroad and shall at the option of the owners put up erect and maintain on one or both sides of the lands over which the Company shall have acquired an easement as aforesaid proper and sufficient fences of such materials height and design as shall be reasonably approved of in writing by the owners or their surveyor with such openings therein as the owners and Company may mutually think proper for the purpose of taking up and setting down passengers and goods and the Company shall put up and maintain to the reasonable satisfaction of the owners all such gates and stiles in or over such fences and make and maintain approaches thereto within such fences as the owners or their surveyors shall from time to time in writing reasonably require:

(3) The Company shall not at any time use any motive power other than electric or animal power on the tramroad where it

passes over along or through the lands without the consent in writing of the owners and the Company shall not without the like consent lay down any pipes or make any excavations except for the purpose of constructing and laying the tramroad and laying down or using any electrical wires ropes or cables or other apparatus for transmitting power:

(4) The owners may at all times whenever they may require so to do lay and construct any sewers drains gas water and other pipes and subways under or along the tramroad where it passes over along or through the lands without making any payment or compensation to the Company except for damages done during the progress of or in consequence of such works but such works shall be carried out at the expense of the owners:

(5) The Company shall at all times after the opening of the tramroad run through cars every day except Sunday between the commencement of the tramroad within the borough of Blackpool as described in this Act and the terminus at Fleetwood at least four times every day in both directions And shall provide and maintain a waiting room or rooms with sufficient accommodation for passengers therein at such place or places on land near to the tramroad in such position as the owners shall reasonably require or select where the same passes over along or through the lands:

(6) If any difference shall arise between the owners and the Company under this section or as to anything to be done or not to be done thereunder such difference shall unless otherwise agreed be determined by arbitration under and in accordance with the provisions of the Arbitration Act 1889.

Confirming agreement with receiver of Thornton Estate.

11. The agreement made between George Readman Charles Hopkinson Edward Napier Galloway and Benjamin Sykes as agents for and on behalf of the Company of the one part and Edward Garlick as receiver and manager of the Thornton Estate of the other part as set forth in the Fourth Schedule to this Act is hereby confirmed and made binding upon the Company and the owners for the time being of the said estate.

Confirming agreement with Fleetwood Estate Company Limited.

12. The agreement made between the Fleetwood Estate Company Limited of the first part and George Readman Charles Hopkinson Edward Napier Galloway and Benjamin Sykes as agents for and on behalf of the Company of the second part as set forth in the Fifth Schedule to this Act is hereby confirmed and made binding upon the Fleetwood Estate Company Limited and the Company respectively.

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Power to make a road diversion.

13. Subject to the provisions of this Act the Company may make and execute in the lines and according to the levels shown upon the deposited plans and sections relating thereto the diversion in the township of Fleetwood and parish of Thornton of so much of the public road at Rossall as lies between points respectively $3\frac{1}{2}$ chains and $19\frac{1}{2}$ chains measured in a northerly direction along the said road from the south-east corner of the Rossall Inland Embankment Provided that such diversion shall be carried out under the superintendence and to the reasonable satisfaction of the surveyor to the council and according to plans and sections submitted to and in such manner as shall previously be reasonably approved by the council and in all things by and at the expense of the Company Provided also that if for one month after the submission of such plans and sections the council fail to signify to the Company their disapproval thereof they shall be deemed to have approved of the said plans and sections and of the manner in which the diversion is proposed to be carried out and the diverted road shall at the expiration of three months from such approval be declared to be a public highway repairable by the inhabitants at large When the new portion of road is made and completed to the satisfaction of two justices and is open for public use the Company may stop up and discontinue and appropriate the soil of so much of the said road as shall be rendered unnecessary by the new portion of road.

Capital.

14. The capital of the Company shall be one hundred and twenty thousand pounds in twelve thousand shares of ten pounds each.

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

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

Calls.

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

Power to borrow.

17. The Company may in respect of the capital of one hundred and twenty thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole forty thousand pounds and of that sum they may from time to time borrow any sum not exceeding twenty thousand pounds in respect of each sixty thousand pounds of their capital but no part of either of such sums of twenty thousand pounds shall be borrowed until the whole of the portion of capital in respect

of which it is borrowed is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such portion of capital has been issued and accepted and that one half thereof has been paid up and that not less than one-fifth 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 that such portion of capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof Provided always that the Company shall not be entitled to exercise any power of borrowing under the provisions of this section until they shall have constructed continuous lines of tramroad or tramway and tramroad equal to one-half in length of the tramroad and tramway by this Act authorised.

For appointment of a receiver.

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

Debenture stock.

19. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Provided that no such debenture stock shall be a charge upon the tramway in the event of purchase by the local authority under section 43 of the Tramways Act 1870 Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Priority of mortgages over other debts.

20. All moneys borrowed on mortgage or debenture stock under this Act shall have priority against the Company and the property

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from time to time of the Company over all other claims on account of any debts incurred or to be incurred or engagements entered into or to be entered into by them after the passing of this Act Provided always that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of the Lands Clauses Acts or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or pari passu with the interest on their mortgages or debenture stock nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of the Company's undertaking and works or injuriously affected by the construction thereof or by the exercise of any powers conferred on the Company.

Mortgage to comprise purchase money paid on compulsory sale.

21. Every mortgage of the Company's undertaking shall be deemed to comprise all purchase money which may be paid to the Company in the event of a compulsory sale of the tramway to the local authority under section 43 of the Tramways Act 1870 and may comprise all or any moneys carried to the contingency fund according to the terms of the mortgage.

Indorsement of notice of power of future purchase by the local authority.

22. Every mortgage deed granted by the Company under this Act shall be endorsed with notice that such mortgage will not be a charge upon the tramway in the event of purchase by the local authority under section 43 of the Tramways Act 1870.

Receipt in case of persons not sui juris.

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

Application of moneys.

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

First ordinary meeting.

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

Number of directors.

26. The number of directors shall be five but the Company may from time to time alter the number provided that the number be not less than three nor more than seven.

Qualification of directors.

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

Quorum for meeting of directors.

28. The quorum for a meeting of directors shall be three.

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First directors.

Election of directors.

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

Power to acquire lands for generating stations.

30. Subject to the provisions of this Act and in addition to the other lands which the Company are authorised to acquire the Company may from time to time enter upon take use and appropriate and may construct a station or stations for generating electric power on the lands herein-after described or referred to delineated on the deposited plans and described in the deposited books of reference relating thereto and may in connexion with such use and appropriation execute the works and exercise the powers herein-after mentioned (that is to say):—

(A) A plot of land in the township of Fleetwood and parish of Thornton lying on the north-east side of and adjoining the North Lancashire Steam Saw Works and between and adjoining Copse Road and the Lancashire and Yorkshire and London and North Western Joint Railway and extending for one and a half chains or thereabouts in a northerly direction from the said Steam Saw Works:

And the Company may lay down and maintain a pipe or pipes across and along Copse Road between the said plot and the stream or watercourse on the west side of that road and may abstract and take water from the said stream for the purposes of their generating station Provided that all water abstracted or taken by the Company from the said stream and not consumed by them in or for the

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purposes of their generating station shall be returned by them into the Copse Brook:

(B) A field in the township of Bispham-with-Norbreck in the parish of Bispham lying on the south side of and adjoining the road leading from Redbank past Gradwell Slack to Bispham Village and extending for a distance of five chains or thereabouts along the said road opposite Gradwell Slack aforesaid and measuring five chains or thereabouts from north to south:

And the Company may abstract and take water from the stream or watercourse along the eastern side of the said field for the purposes of their generating station.

For the protection of the proprietors of the Preston and Wyre Railway.

31. For the protection of the Lancashire and Yorkshire Railway Company and the London and North Western Railway Company joint proprietors of the Preston and Wyre Railway (in this section called "the two companies") the following provisions shall have effect (that is to say):—

(1) Notwithstanding anything shown on the deposited plans and sections or contained in this Act the Company shall not do anything which will impede or interfere with the enjoyment or exercise of any easements or rights now enjoyed or exerciseable by the two companies or either of them in over or in relation to Copse Road in the township of Fleetwood The Company shall with their tramroad cross Copse Road so that the rails shall be on a level with the upper surface of the said road such crossing to be paved and maintained to the reasonable satisfaction of the two companies at the expense of the Company:

(2) The Company shall not do or permit to be done anything whereby the flow of the water of the brook in the said township known as Copse Brook where conterminous with the property of the two companies or either of them shall be in any way diminished or interfered with or whereby the access to the said brook from the said property shall be in any way interfered with.

Purchase of lands by agreement.

32. In addition to the other lands which by this Act the Company are authorised to purchase and acquire they may purchase or acquire by agreement for the purposes of their undertaking and may hold any lands not exceeding five acres and they may on such lands and on any lands purchased or acquired under the authority of this Act erect or construct and hold carriage and engine houses shelters gatekeepers' houses stables offices warehouses goods sheds buildings and other conveniences (except stations for generating electricity)

in connexion with their undertaking but nothing in this Act shall exonerate the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them on any land purchased or acquired by agreement under the powers of this section.

Restriction on taking houses of labouring class.

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

The expression "labouring class" in this section 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.

Power to owners to grant easements.

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

Gauge and mode of formation of tramroad and tramway.

35. The tramroad and tramway shall be constructed with two rails on the gauge of four feet eight and a half inches and the tramway shall be laid and maintained in such a manner that the uppermost surface of the rails shall be on a level with the surface of the carriageway of the street or road along or across which the same is laid.

Inspection by Board of Trade.

36. The tramroad and tramway shall not be opened for public traffic until the same have been inspected and certified to be fit for such traffic by the Board of Trade.

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As to rails of tramway.

37. The rails of the tramway shall be of such character and laid in such manner as the local authority may approve.

Company to adopt improvements if required by Board of Trade.

38. The Board of Trade may from time to time upon the application of the local authority or road authority require the Company to adopt and apply such improvements in the tramway so far as the same is laid along the carriageway of any street or road under the control of such local authority or road authority as experience may from time to time suggest having regard to the greater security of the public and advantage to the ordinary traffic of such street or road and the Company shall with all reasonable despatch comply with any order made by the Board of Trade for the purpose of carrying out such improvements.

Further provisions as to construction of tramway.

39. In addition to the requirements of section 26 of the Tramways Act 1870 the Company shall at the same time as they give notice to the road authority of their intention to open or break up any street or road for the purpose of constructing laying down maintaining or renewing the tramway lay before the Board of Trade a plan showing the proposed mode of constructing laying down maintaining or renewing such tramway and a statement of the materials intended to be used therein and the Company shall not commence the construction laying down maintenance or renewal of such tramway or any part thereof respectively until such plan and statement have been approved by the Board of Trade and after such approval the works shall be executed in accordance in all respects with such plan and statement and under the superintendence and to the reasonable satisfaction of the surveyor for the time being of the road authority as provided by section 26 of the said Act.

Penalty for not maintaining rails in proper order.

40. The Company shall at all times maintain and keep in good condition and repair and so as not to be a danger or annoyance to the ordinary traffic the rails of the tramway and the substructure upon which the same rest and if the Company at any time fail to comply with this provision or with the provisions of section 28 of the Tramways Act 1870 they shall be subject to a penalty not exceeding five pounds for every day on which such non-compliance continues and such penalty shall be a penalty within the meaning of section 56 of the said Act In case it is represented in writing to the Board of Trade by the road authority of any district in which such tramway or any portion thereof is situate or by twenty inhabitant ratepayers of such district that the Company have made default in complying with the provisions in this section contained or with any of the requirements of section 28 of the Tramways Act 1870 the Board of Trade may if they think fit direct an inspection

by an officer to be appointed by the said Board and if such officer report that the default mentioned in such representation has been proved to his satisfaction then and in every such case a copy of such report certified by a secretary or an assistant secretary of the Board of Trade may be adduced as evidence of such default and of the liability of the Company to such penalty or penalties in respect thereof as is or are by this section imposed.

Tramway to be kept on level of surface of roads.

41. If and whenever after the passing of this Act any road authority alters the level of any street or road along or across which any part of the tramway is laid or authorised to be laid by the Company the Company may or shall from time to time alter or (as the case may be) lay their rails so that the uppermost surface thereof shall be on a level with the surface of the street or road as altered.

Application of road materials excavated in construction of tramway.

42. Any paving metalling or material excavated by the Company in the construction of the tramway from any road under the jurisdiction or control of any road authority may be applied by the Company so far as may be necessary in or towards the reinstating of the street or road and the maintenance for six months after completion of the tramway within the district of such road authority of so much of the roadway on either side of such tramway as the Company are by section 28 of the Tramways Act 1870 required to maintain and the Company shall if so required deliver the surplus paving metalling or material not used or required to be retained for the purposes aforesaid to the surveyor for the time being of the road authority or to such person or persons as he may appoint to receive the same Provided that if within seven days after the setting aside of the surplus arising from the excavation of any such paving metalling or material and notice duly given by the Company such surplus is not removed by such surveyor or by some other person named by him for that purpose such surplus paving metalling or material shall absolutely vest in and belong to the Company and may be dealt with removed and disposed of by them in such manner as they may think fit Any difference between the Company and any road authority or surveyor or other person with reference to any of the matters aforesaid shall be determined in manner provided by the Tramways Act 1870 with respect to differences between the promoters and any road authority.

Power to make additional crossings &c.

43. The Company may subject to the provisions of this Act with the consent of the local and road authority from time to time make maintain alter and remove in any street or road such crossings passing-places sidings junctions and other works in addition to

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those particularly specified in and authorised by this Act as they find necessary or convenient for the efficient working of the tramway or for providing access to any carriage or engine houses warehouses goods sheds stables or works of the Company Provided that in the construction of any such works no rail shall be so laid that a less space than nine feet six inches shall intervene between it and the outside of the footpath on either side of the street or road at any point where houses shops or other buildings abut thereon or at any other point if the owner or owners or occupier or occupiers of premises abutting on the street or road at such last-mentioned point shall by writing under their hand addressed to the Company express their objection thereto.

Temporary tramways may be made when necessary.

44. When by reason of the execution of any work affecting the surface or soil of any street or road along or across the carriageway of which the tramway is laid it shall in the opinion of the road authority be necessary or expedient temporarily to remove or discontinue the use of such tramway or any part thereof the Company shall within seven days of receiving an order in writing from the road authority under the hand of their clerk or surveyor discontinue or take up such tramway or part of the tramway for such term as may be necessary for the execution of the said works Provided that the Company may subject to such conditions and in accordance in all respects with such regulations as the road authority may from time to time make construct on the same or any adjacent street or road and with the like consent subject to the like conditions and in accordance with the like regulations maintain so long as occasion may require a temporary tramway in lieu of the part of the tramway so removed or discontinued If any difference arises between the Company and the road authority with respect to the reasonableness of any regulations or with respect to the mode of constructing any temporary tramway under the authority of this section the same shall be settled in the manner specified in section 33 of the Tramways Act 1870 for the settlement of differences in the said section mentioned.

Sanitary authority to have acess to sewers.

45. Every sanitary authority shall at all times have free access to and communication with all their sewers and drains and power to lay lateral and private drains to communicate therewith without the consent or concurrence of the Company and the provisions contained in the thirty-second and thirty-third sections of the Tramways Act 1870 shall be applicable in the case of any sewer or private drain of or under the control of the sanitary authority as if the same were a pipe for the supply of gas or water.

Agreements between the Company and road authorities.

46. The Company and any local or road authority may subject to the provisions of this Act from time to time enter into any agreements with respect to the mode of constructing and to the maintaining working removing renewing repairing and using of the tramway along or across any street or road situate within the district of such local or road authority and the rails plates chairs sleepers and works connected therewith and the facilitating of the traffic over and along the same.

As to crossing public roads &c.

47. With respect to the crossing on the level by the tramroad of the public roads respectively numbered on the deposited plans and in the deposited books of reference as follows (namely) :—

Number on Deposited Plan.	Parish or Township.
75	Parish of Bispham.
88	Parish of Bispham.
102	Parish of Bispham.
105	Parish of Bispham.
4	Township of Thornton.
5	Township of Thornton.
14	Township of Fleetwood.
14A	Township of Fleetwood.
25	Township of Fleetwood.

the following provisions shall have effect (that is to say) :—

(1) The Company shall unless otherwise permitted by the Board of Trade from time to time in writing under the hand of an assistant secretary erect and maintain at all times gates across the tramroad at each side of the said roads respectively and employ a proper person to open and close such gates :

(2) Such gates shall be kept constantly closed across the tramroad except during the time when engines carriages or trucks passing along the tramroad shall have occasion to cross the said roads respectively and shall be of such dimensions and so constructed as when closed to fence in the tramroad and prevent cattle or horses passing along the said roads respectively from entering upon the tramroad :

(3) The drivers or conductors of any engines carriages or trucks passing along the tramroad or other the person whose office or duty it may be to open or close the said gates shall cause the same to be closed as soon as such engines carriages or trucks shall have passed through the same and shall be liable to a penalty of not exceeding forty shillings for every default in so doing :

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(4) Section 5 of the Railways Clauses Act 1863 shall apply to the said level crossings as if the tramroad were a railway within the meaning of that Act:

Provided always that the Company shall so construct the tramroad where it crosses the said road numbered 102 in the parish of Bispham that at the point of crossing and for a distance of one hundred yards southwards thereof the inclination of the tramroad shall not be steeper than 1 in 1206.

Further powers to Board of Trade as to level crossings.

48. If at any time the Board of Trade are of opinion that by reason of the increase of traffic on the tramroad or any road crossed by the tramroad on the level any alteration of the level crossings or the mode of working the same is expedient the Company shall be subject to all such rules and regulations with regard to the mode of working such crossing as may from time to time be made by the Board of Trade and section 48 of the Railways Clauses Consolidation Act 1845 and section 7 of the Railways Clauses Act 1863 shall be incorporated with this Act and shall apply to the tramroad in the same manner as if it were a railway.

Power to deviate.

49. The Company in constructing the tramroad may deviate from the lines thereof shown on the deposited plans to any extent within the limits of deviation shown on those plans and may deviate from the levels thereof shown on the deposited sections to the extent and subject to the conditions prescribed in the case of a railway by sections 11 12 and 14 of the Railways Clauses Consolidation Act 1845 and those sections shall apply to the tramroad as if the same were a railway within the meaning of that Act.

Power to cross roads &c.

50. The Company shall for the purposes of constructing the tramroad have the same powers as are given by section 16 of the Railways Clauses Consolidation Act 1845 in the case of a railway and that section shall apply to the tramroad as if the same were a railway within the meaning of that Act.

As to accommodation works.

51. The Company shall fence off the tramroad from the adjoining lands not taken by them and (subject to any agreement made with any owner lessee or occupier of such lands) shall construct and maintain such gates passages and drains over under or by the side of the tramroad as shall be necessary for making good the interruption caused by the tramroad to the use or drainage of or access to the lands through which the same will be made and shall construct proper watering places for cattle in cases in which the cattle of any person occupying lands adjoining the tramroad are by the construction thereof deprived of access to their present watering places and shall construct the necessary watercourses or

drains for conveying water to such new watering places and if any question arise as to the works to be constructed or maintained by the Company under the provisions of this section the same shall be determined by two justices.

Period for compulsory purchase of lands.

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

Period for completion of works.

53. If the tramway and the portion of tramroad outside the borough by this Act authorised are not completed within three years from the passing of this Act or if the defined portion of tramroad is not completed within three years after the expiration of eighteen months from the passing of this Act then on the expiration of those periods respectively the powers by this Act granted to the Company for constructing the same or otherwise in relation thereto shall cease except as to so much thereof respectively as shall be then completed.

Deposit money not to be repaid until line opened.

54. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of three thousand one hundred and sixty-seven pounds seventeen shillings two and three-quarters per centum consolidated stock has been transferred into the name of the Paymaster General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act And whereas the sum of two thousand seven hundred and fifty-six pounds four shillings part of the said sum of three thousand one hundred and sixty-seven pounds seventeen shillings consolidated stock is equal in value to five per centum upon the amount of the estimate in respect of the tramroad and tramway and is in this Act referred to as "the deposit fund" and the sum of four hundred and eleven pounds thirteen shillings the remainder of the said sum of three thousand one hundred and sixty-seven pounds seventeen shillings consolidated stock is equal in value to five per centum upon the amount of the estimate in respect of certain tramways originally proposed to be authorised by this Act but which were struck out of the Bill for this Act during its progress through Parliament Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion

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of the tramroad and tramway open the same for the public conveyance of passengers and if the Company shall make default in such opening the deposit fund shall be applicable and shall be applied as provided by the next following section Provided that if within such period as aforesaid the Company open any portion of the tramroad or tramway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length so opened bears to the entire length of the tramroad and tramway hereby authorised the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

55. If the Company do not previously to the expiration of the period limited for the completion of the tramroad and tramway complete and open the same for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the tramroad or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and also in compensating all road authorities for the expense incurred by them in taking up any tramway or materials connected therewith placed by the Company in or on any road vested in or maintainable by such road authorities respectively and in making good all damage caused to such roads by the construction or abandonment of such tramway and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent and has been ordered to be wound up or the undertaking has been abandoned be paid or

transferred to such receiver or to the liquidator or liquidators of the Company or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the depositors Provided that until the deposit fund has been repaid to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on application of the depositors.

Release of remainder of money deposited.

56. On the application of the depositors at any time after the passing of this Act the High Court may order that the said sum of four hundred and eleven pounds thirteen shillings consolidated stock the remainder of the said sum of three thousand one hundred and sixty-seven pounds seventeen shillings consolidated stock so deposited as aforesaid over and above the deposit fund shall be transferred or paid to the depositors or as they shall direct.

Carriages may be moved by animal or mechanical power.

57. The carriages used on the tramroad and tramway may subject to the provisions of this Act be moved by animal power or by electric power or any mechanical power other than steam Provided always that the exercise of the powers hereby conferred with respect to the use of electric or mechanical power on the tramway shall be subject to the regulations set forth in the First Schedule to this Act and to any regulations which may be added thereto or substituted therefor respectively by any order which the Board of Trade may and which they are hereby empowered to make from time to time as and when they may think fit for securing to the public all reasonable protection against danger in the exercise of the powers by this Act conferred with respect to the use of electric or mechanical power on the tramway.

Restriction on use of mechanical power.

58. The Company shall use upon the tramway such system only of electrical or mechanical power as shall for the time being be approved of in writing by the Board of Trade and if at any time the Board of Trade are satisfied that the use of such system cannot be continued without danger the Board of Trade may by order direct the Company to cease to use such system and the Company shall thereupon cease to use such system and shall not again use the same unless with the authority of the Board of Trade and in every such case the Board of Trade shall make a special report to Parliament notifying the making of such order.

Power to erect works for generating electric power.

59. The Company may on the lands described in the section of this Act of which the marginal note is "Power to acquire lands for generating stations" but not elsewhere construct stations for generating electric power and may thereon provide and use dynamos

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engines and other apparatus and things necessary or proper for the generation of electricity and the working of the tramroad and tramway thereby and the Company may lay down construct erect and maintain on in under or over the surface of any street road or place such posts conductors wires tubes mains plates cables ropes and apparatus and may make and maintain such openings and ways in on or under any such surface as may be necessary or convenient either for the working of the tramroad and tramway by this Act authorised or for providing access to or forming connexions with any generating stations engines machinery or apparatus.

Penalty for using mechanical power on tramway contrary to Act or regulations.

60. The Company or any other company or person using any mechanical power on the tramway contrary to the provisions of this Act or to any of the regulations set forth in the First Schedule to this Act or to any regulation added thereto or substituted therefor by any order made by the Board of Trade under the authority of this Act shall for every such offence be subject to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence continues after conviction thereof Provided always that whether any such penalty has been recovered or not the Board of Trade in case in their opinion the Company or any other company or person using any mechanical power on the tramway under the authority of this Act have or has made default in complying with the provisions of this Act or with any of the regulations set forth in the First Schedule to this Act or with any regulation which may have been added thereto or substituted therefor as aforesaid may by order direct the Company or such other company or person to cease to exercise the powers aforesaid and thereupon the Company or such other company or person shall cease to exercise the powers aforesaid and shall not again exercise the same or any of the same unless with the authority of the Board of Trade and in every such case the Board of Trade shall make a special report to Parliament notifying the making of such order.

Byelaws.

61. Subject to the provisions of this Act the Board of Trade may from time to time make and when made may rescind annul or add to byelaws with regard to any part of the tramway upon which mechanical power may be used under the authority of this Act for all or any of the following purposes (that is to say) :—

For regulating the use of the bell whistle or other warning apparatus fixed to the engine or carriages ;

For regulating the emission of smoke or steam from engines used on the tramway ;

For providing that engines and carriages used on the tramway shall be brought to a stand at the intersection of cross streets

and at such places and in such cases of horses being frightened or of impending danger as the Board of Trade may deem proper for securing safety ;

For regulating the entrance to exit from and accommodation in the carriages used on the tramway and the protection of passengers from the machinery of any engine used for drawing or propelling such carriages ;

For providing for the due publicity of all regulations and byelaws in force for the time being in relation to the tramway by exhibition of the same in conspicuous places on the carriages and elsewhere ;

Any person offending against or committing a breach of any of the byelaws made by the Board of Trade under the authority of this Act shall be liable to a penalty not exceeding forty shillings.

As to recovery of penalties.

62. The provisions of the Summary Jurisdiction Acts shall apply to the recovery of any penalty under this Act and to any penalty for non-observance of any byelaw made by the Board of Trade under the authority of this Act.

Amendment of the Tramways Act 1870 as to byelaws by local authority.

63. The provisions of the Tramways Act 1870 relating to the making of byelaws by the local authority with respect to the rate of speed to be observed in travelling on the tramway shall not authorise the local authority to make any byelaws sanctioning a higher rate of speed than that authorised by this Act or by any regulation or byelaw made by the Board of Trade under the authority of this Act at which engines are to be driven or propelled on the tramway under the authority of this Act but the local authority may if they think fit make byelaws under the provisions of the Tramways Act 1870 for restricting the rate of speed to a lower rate than that so prescribed.

Orders and byelaws to be signed.

64. All orders and byelaws made by the Board of Trade under the authority of this Act shall be signed by a secretary or an assistant secretary of the Board.

For protection of the Postmaster-General.

65. In the event of the tramroad or tramway of the Company being worked by electricity the following provisions shall have effect :—

(1) The Company shall construct their electric lines and other works of all descriptions and shall work their undertaking in all respects with due regard to the telegraphic lines from time to time used or intended to be used by Her Majesty's Postmaster-General and the currents in such telegraphic lines and shall use every reasonable means in the construction of

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their electric lines and other works of all descriptions and the working of their undertaking to prevent injurious affection whether by induction or otherwise to such telegraphic lines or the currents therein If any question arises as to whether the Company have constructed their electric lines or other works or work their undertaking in contravention of this subsection such question shall be determined by arbitration and the Company shall be bound to make any alterations in or additions to their system which may be directed by the arbitrator:

(2) If any telegraphic line of the Postmaster-General is injuriously affected by the construction by the Company of their electric lines and works or by the working of the undertaking of the Company the Company shall pay the expense of all such alterations in the telegraphic lines of the Postmaster-General as may be necessary to remedy such injurious affection:

(3)—(*a*) Before any electric line is laid down or any act or work for working the tramroad or tramway by electricity is done within ten yards of any part of a telegraphic line of the Postmaster-General (other than repairs or the laying of lines crossing the line of the Postmaster-General at right angles at the point of shortest distance and so continuing for a distance of six feet on each side of such point) the Company or their agents not more than twenty-eight nor less than fourteen days before commencing the work shall give written notice to the Postmaster-General specifying the course of the line and the nature of the work including the gauge of any wire and the Company and their agents shall conform with such reasonable requirements (either general or special) as may from time to time be made by the Postmaster-General for the purpose of preventing any telegraphic line of the Postmaster-General from being injuriously affected by the said act or work;

(*b*) Any difference which arises between the Postmaster-General and the Company or their agents with respect to any requirements so made shall be determined by arbitration:

(4) In the event of any contravention of or wilful non-compliance with this section by the Company or their agents the Company shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues:

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(5) Provided that nothing in this section shall subject the Company or their agents to a fine under this section if they satisfy the court having cognisance of the case that the immediate doing of the act or execution of the work was required to avoid an accident or otherwise was a work of emergency and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or work was done a notice of the execution thereof stating the reason for doing or executing the same without previous notice:

(6) For the purposes of this section a telegraphic line of the Postmaster-General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is whether through induction or otherwise in any manner affected by such act or work or by any use made of such work:

(7) For the purposes of this section and subject as therein provided sections two eight nine ten eleven and twelve of the Telegraph Act 1878 shall be deemed to be incorporated with this Act as if the Company were undertakers within the meaning of those sections without prejudice nevertheless to any operation which the other sections of the said Act would have had if this section had not been enacted and in particular nothing in this section shall be deemed to exclude the provisions of section seven of the Telegraph Act 1878 in relation to the matters mentioned in that section:

(8) The expression "electric line" has the same meaning in this section as in the Electric Lighting Act 1882:

(9) Any question or difference arising under this section which is directed to be determined by arbitration shall be determined by an arbitrator appointed by the Board of Trade on the application of either party whose decision shall be final and sections thirty to thirty-two both inclusive of the Regulation of Railways Act 1868 shall apply in like manner as if the Company or their agents were a company within the meaning of that Act:

(10) Nothing in this section contained shall be held to deprive the Postmaster-General of any existing right to proceed against the Company by indictment action or otherwise in relation to any of the matters aforesaid:

(11) In this section the expression "the Company" includes their lessees and any person owning working or running carriages on the tramroad or tramway of the Company and

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the expressions "tramroad or tramway" and "undertaking" include any tramways worked or used by the Company:

(12) In the event of electrical energy being supplied by the Company to the council under the authority of this Act the expressions "tramroad or tramway" and "undertaking" in this section shall include any work constructed or used and any act or thing undertaken or done for the purpose of such supply of energy.

Regulations as to the use of electric power.

66. The following provisions shall apply to the use of electric power under this Act unless such power is entirely contained in and carried along with the carriages:—

(1) The Company shall employ either insulated returns or uninsulated metallic returns of low resistance:

(2) The Company shall take all reasonable precautions in constructing placing and maintaining their electric lines and circuits and other works of all descriptions and also in working their undertaking so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes structures or substances:

(3) The powers by this Act conferred with respect to the use of electric power shall be exercised only in accordance with regulations to be prescribed by the Board of Trade (herein-after referred to as "the prescribed regulations") and with any regulations which may be added thereto or substituted therefor respectively by any order which the Board of Trade may and which they are hereby empowered to make from time to time as or when they may think fit for regulating the employment of insulated returns or of uninsulated metallic returns of low resistance for preventing fusion or injurious electrolytic action of or on gas or water pipes or other metallic pipes structures or substances and for minimising as far as is reasonably practicable injurious interference with the electric wires lines and apparatus of other parties and the currents therein whether such lines do or do not use the earth as a return:

(4) The Company using electric power contrary to the provisions of this Act or to any of the prescribed regulations or to any regulation added thereto or substituted therefor by any order made by the Board of Trade under the authority of this Act shall for every such offence be subject to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence continues after conviction thereof Provided always that whether any such penalty has been recovered or

not the Board of Trade if in their opinion the Company in the use of electric power under the authority of this Act have made default in complying with the provisions of this Act or with any of the prescribed regulations or with any regulation which may have been added thereto or substituted therefor as aforesaid may by order direct the Company to cease to use electric power and thereupon the Company shall cease to use electric power and shall not again use the same unless with the authority of the Board of Trade and in every such case the Board of Trade shall make a special report to Parliament notifying the making of such order:

(5) The Company shall take all reasonable and proper precautions in constructing placing and maintaining their electric lines circuits and other works of any description and in using their electric lines circuits and other works so as not injuriously to interfere with the working of any wire line or apparatus from time to time used for the purpose of transmitting electric power or for telegraphic telephonic or electric signalling communication or the currents in such wire line or apparatus Provided always that the Company shall be deemed to take all such reasonable and proper precautions as aforesaid if and so long as they adopt and employ at the option of the Company either such insulated returns or such uninsulated metallic returns of low resistance and such other means of preventing injurious interference with the electric wires lines and apparatus of other parties and the currents therein as the Board of Trade shall direct and in giving such directions the Board shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking Provided also that at the expiration of two years from the passing of this Act nothing in this subsection shall operate to give any right of action in respect of or to protect any electric wires lines or apparatus or the currents therein unless in the construction erection maintaining and working of such wires lines and apparatus all reasonable and proper precautions including the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents If any difference arises between the Company and any other party with respect to anything in this subsection contained such difference shall unless the parties otherwise agree be determined by the Board of Trade or at the option of the Board by an arbitrator to be appointed by the Board and the costs of such determination shall be in

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the discretion of the Board or of the arbitrator as the case may be :

(6) Nothing in this section shall apply to the use of any electric line circuit or work of any company corporation or person authorised by Act of Parliament or Provisional Order confirmed by Parliament to supply energy for electric lighting purposes so far as such use is limited to such purposes :

(7) The expression "the Company" in this section shall include their lessees and the licencees and any person owning working or running carriages over the tramroad or tramway of the Company.

Power to make agreements with Council.

67. The Company on the one hand and the council on the other hand may enter into and carry into effect agreements for the supply by the Company to the council of electrical energy for the purposes of the Fleetwood Electric Lighting Order 1890.

Company may take a lease of tramways from corporation.

68. The Company may from time to time accept and take from the corporation a lease or leases of any tramway or tramways and the works and property connected therewith which may have been or may at any time be acquired constructed or owned by the corporation on such terms and conditions and subject to the payment of such compensation tolls rates and charges as may be agreed upon between the corporation and the Company and during the continuance and subject to the terms and conditions of any such lease the Company may work maintain and use the tramway or tramways and works and property connected therewith thereby leased and may demand take and recover in respect of such tramway or tramways fares and charges not exceeding the fares and charges authorised to be taken upon such tramway or tramways by the Act or Acts Provisional Order or Provisional Orders relating to or regulating the same respectively.

Tolls for passengers.

69. The Company may demand and take for every passenger travelling upon the tramroad and tramway or any part thereof including the use of the tramroad and tramway and of the carriages and for motive power and every other expense incidental to such conveyance any tolls or charges not exceeding two pence per mile and for the purposes of this section a fraction of a mile shall be deemed a mile Provided that no toll or charge exceeding one penny shall be demanded in respect of any passenger travelling upon the tramway or any part thereof.

Fares not to be raised on Sundays and holidays.

70. It shall not be lawful for the Company or any other company or person working or using the tramroad or tramway to take or demand on Sunday or any Bank or other public holiday any

higher tolls or charges than those for the time being levied by them on ordinary week days.

Passengers' luggage.

71. Every passenger travelling upon the tramroad or tramway may take with him his personal luggage not exceeding twenty-eight pounds in weight without any charge being made for the carriage thereof all such personal luggage to be carried by hand and at the responsibility of the passenger and not to occupy any part of a seat nor to be of a form or description to annoy or inconvenience any other passenger.

Small parcels.

72. The Company may demand and take for the conveyance of small parcels on the tramroad or tramway including every expense incidental to the conveyance any rates not exceeding the rates following :—

For any parcel not exceeding seven pounds in weight threepence ;

For any parcel exceeding seven pounds and not exceeding fourteen pounds in weight fivepence ;

For any parcel exceeding fourteen pounds and not exceeding twenty-eight pounds in weight sevenpence ;

For any parcel exceeding twenty-eight pounds and not exceeding fifty-six pounds in weight ninepence :

Provided always that no parcel shall exceed the weight of fifty-six pounds and that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

List of rates to be exhibited.

73. A list of the rates and charges by this Act authorised to be taken for passengers (including therein the cheap fares for the labouring classes) and which shall be charged by the Company from time to time shall be exhibited in a conspicuous place inside only of each of the carriages used upon the tramroad or tramway for the conveyance of passengers.

Rates and charges for perishable merchandise.

74. The Company shall be entitled to charge in respect of the conveyance on the tramroad and tramway of the merchandise specified in Part V. of the Schedule of Maximum Rates and Charges set forth in the Railway Rates and Charges No. 10 (Lancashire and Yorkshire Railway &c.) Order Confirmation Act 1892 rates and charges not exceeding the rates and charges therein mentioned and the provisions of the said Part V. shall so far as applicable extend to the conveyance of such merchandise accordingly Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger

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train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

Company not to carry animals and goods.

75. The Company shall not carry on the tramroad or tramway any goods animals or other things other than passengers' luggage perishable merchandise and such small parcels not exceeding in the case of each parcel fifty-six pounds in weight as can be conveyed in or on the passenger carriages without annoyance or inconvenience to the passengers and the Company shall not be bound unless they think fit to carry passengers' luggage exceeding the weight in this Act in that behalf mentioned Provided always that nothing in this Act shall prevent the Company from carrying on the tramroad and tramway such coals or other merchandise as may be required by them for the purposes of their undertaking.

Periodical revision of rates.

76. If at any time after three years from the opening for public traffic of the tramway or any portion of the tramway or after three years from the date of any order made in pursuance of this section in respect of the tramway or any portion of the tramway it is represented in writing to the Board of Trade by the local authority of any district in which the tramway or such portion of the tramway is wholly or partially situate or by twenty inhabitant ratepayers of any such district or by the Company that under the circumstances then existing all or any of the rates and charges demanded and taken in respect of the traffic on the tramway or on such portion of the tramway should be revised the Board of Trade may (if they think fit) direct an inquiry by a referee to be appointed by the said Board in accordance with the provisions of the Tramways Act 1870 and if such referee report that it has been proved to his satisfaction that all or any of such rates and charges should be revised the said Board may make an order in writing altering modifying reducing or increasing all or any of the rates and charges to be demanded and taken in respect of the traffic on the tramway or on such portion of the tramway in such manner as they think fit and thenceforth such order shall be observed until the same is revoked or modified by an order of the Board of Trade made in pursuance of this section Provided always that the rates and charges prescribed by any such order shall not exceed in amount the rates and charges by this Act authorised Provided also that a copy of this section shall be annexed to every table or list of rates published or exhibited by the Company.

As to mode of payment &c. of tolls.

77. The rates and charges by this Act authorised to be demanded and taken by the Company in respect of the tramroad and tramway shall be paid at such times and places and to such persons upon or

near to the tramroad and tramway and in such manner and under such regulations as the Company may from time to time by notice to be annexed to the list of tolls appoint.

For the protection of the council.

78. For the protection of the council the following provisions with respect to the tramway shall notwithstanding anything in this Act be in force and have effect unless otherwise agreed between the council and the Company :—

(1) If the Company as to the tramway fail to comply with the provisions of section 28 of the Tramways Act 1870 or to maintain in good repair any of the rails of which the tramway for the time being consists or the substructure on which they rest and so as not to be a danger or annoyance to the ordinary traffic the council may after giving to the Company forty-eight hours' notice in that behalf (and without prejudice to any other remedy of the council) execute and do all works necessary for such maintenance and repair and for such restoration as in the said section 28 is mentioned and may recover the costs charges and expenses of so doing from the Company with full costs of action as a simple contract debt :

(2) If at any time any sewer or drain vested in or belonging to the council shall be or become injured or damaged by reason or in consequence of any act works or operations of the Company or of their contractors or servants the council may immediately thereupon or at any time thereafter at the cost of the Company do and execute such acts and works as the council may deem necessary in order to effect the reinstatement of such sewer or drain to as good a condition as it was in prior to such damage or injury :

(3) Whenever the Company desire under the authority of this Act to do any act which may render necessary the alteration removal or displacement of any lighting apparatus now or hereafter belonging to the council the Company shall give to the council fourteen days' notice in writing of such desire and the council shall thereupon forthwith but without prejudice to the protection afforded to them by the Tramways Act 1870 make such alteration removal or displacement as the case may be and do all works incidental thereto and all expenses that may be thereby reasonably incurred by the council shall be defrayed by the Company :

(4) The Company shall permit the council at all reasonable hours between the hours of 12 p.m. and 6 a.m. and in such manner as not to unduly impede obstruct or interfere with the ordinary traffic on the tramway to use the tramway for sanitary

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purposes and for the conveyance of scavenging stuff road metal and the other materials required for the works including any electricity works of the council free of all tolls and charges in respect of such use and the council may use the tramway or any part thereof by carriages moved by any power authorised to be used on the tramway Provided that the council shall indemnify the Company against and make good all damage or injury which may be done to the tramway or be caused by or in consequence of any such user:

(5) The council may cleanse any road within the district without reference to the tramway but whatever cleansing owing to snow or any matters impeding the traffic may be requisite for the proper working of the tramway shall be executed by the Company at their own cost who may in such cleansing remove the snow or matter from off the rails and place the same on the side of the road or street so as not to interfere with the footwalks or crossings The Company for the purpose of such cleansing shall not without the consent in writing of the council in every case use or suffer to be used any salt or chemical material:

(6) The powers by this Act conferred on the Company of laying down constructing erecting and maintainiing on in or over the surface of any street road or place and of attaching to any house or building posts conductors wires tubes mains ropes and apparatus shall not be exercised on in or over any street or road within the district except under and subject to the provisions herein-after in this subsection set forth (that is to say):—

(A) One month before laying or placing any main or wire or erecting any post or executing any other like work the Company shall submit to the council a plan showing the mode and position in which the same is intended to be executed and placed;

(B) Every main wire post or other like work shall be placed in such a position as the council shall reasonably approve provided always that the posts shall be placed as nearly as may be in the centre of the street;

(C) Every post shall be of such pattern material and strength and shall be securely fixed in such manner as the council shall reasonably approve;

(D) Every post shall be painted at least once in every year with good oil paint of a colour or colours to be approved by the council;

(E) Every post shall be provided by the Company with two electric lights sixteen candle power each which shall be lighted and kept lighted by and at the expense of the Company from sunset to sunrise to the reasonable satisfaction of the council Provided always that if in consequence of the provision of such lights by the Company the council discontinue the use of any gas now provided by them the council shall on or before the 25th day of March in each year pay to the Company a sum equal to the cost which would have been incurred by them in lighting and keeping lighted the gas so discontinued;

(F) No post shall be used for the display of advertisements;

(G) If any post or overhead wire after it has been erected shall in the opinion of the council be an obstruction the Company shall alter the position thereof in such manner as the council shall reasonably approve;

(H) The Company shall in executing any work take such precautions and do such acts as the council may reasonably require for preventing injury to or interference with any sewer pipe electric wire lamp post or other property belonging to the council or with the supply of electricity through any such wire;

(I) If the Company shall permanently discontinue the use of any posts or overhead electric wires placed or maintained in or over any street or road within the district for supplying electrical motive power to the carriages used upon the tramway or if the right of the Company to use electrical motive power supplied by means of any such posts or wires shall cease and determine the Company shall forthwith at their own cost remove such posts and wires and shall restore and make good such streets and roads to the satisfaction of the council and in case of default the council may do all things necessary for that purpose and recover the costs and expenses thereof with full costs of suit from the Company:

(7) The Company shall not supply electric current to any Company body or person other than the council within or for use within the district for any purpose whatsoever:

(8) All moneys payable by the Company to the council under the provisions of this Act shall be payable on demand and (save as otherwise provided) in default thereof may be recovered by the council from the Company as a simple contract debt:

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(9) The provisions of the Tramways Act 1870 with respect to the recovery of penalties shall apply to any penalty under this Act and all penalties for the breach of any provisions of this section shall be paid to the council:

(10) The special provisions in this Act contained for the protection of the council shall not be deemed to supersede or dispense with the provisions of the Tramways Act 1870 but those provisions respectively (except in so far as they may be varied by or be inconsistent with any of the special provisions of this Act) shall be and remain in full force and effect:

(11) If any dispute or difference under this section or for the settlement of which no special provision is made by this Act shall arise between the council and the Company respecting any act matter or thing to be done or not to be done or as to which the approval of the council is necessary or as to any money other than a penalty to be paid under or in pursuance of this Act such dispute or difference shall be settled in the manner prescribed by section 33 of the Tramways Act 1870 for the settlement of the differences in the said section mentioned.

Provisions as to arbitration.

79. Where under the provisions of the Tramways Act 1870 and this Act any matter in difference is referred to the arbitration of any person nominated by the Board of Trade the provisions of the Arbitration Act 1889 or of any rules made thereunder shall apply in every such arbitration and the decision of the arbitrator shall be final and conclusive and binding on all parties.

Form and delivery of notices.

80. With respect to notices and to the delivery thereof by or to the Company the following provisions shall have effect viz.:—

(1) Every notice shall be in writing or print including lithograph or partly in writing and partly in print and if given by the local or road authority shall be sufficiently authenticated by being signed by their surveyor or clerk:

(2) Any notice to be delivered by or to the Company to or by the local or road authority may be delivered by being left at the principal office of the local or road authority or of the Company as the case may be or by being sent by post in a registered letter addressed to their respective clerk or surveyor at their principal office and every such letter shall be deemed to be received by the local or road authority or by the Company as the case may be on the day on which the same ought to be delivered at their principal office in the ordinary course of post.

Damages and charges in case of dispute to be settled by justices.

81. In all cases wherein damages or charges are by this Act directed or authorised to be paid and the manner of ascertaining the amount thereof is not specified or provided for such amount in case of non-payment thereof or any dispute respecting the same shall be ascertained and determined by a court of summary jurisdiction.

Railway and Canal Traffic Acts 1854 1873 and 1388 to apply to Company.

82. The provisions of the Railway and Canal Traffic Act 1854 and the Railway and Canal Traffic Acts 1873 and 1888 shall apply to the Company as if they were a railway company and to the tramroad and tramway authorised by this Act as if the tramroad and tramway were railways.

Interest not to be paid on calls paid up.

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

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

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

Provision as to general Acts.

85. Nothing herein contained shall be deemed or construed to exempt the Company or the tramroad and tramway from the provisions of any general Act relating to tramways and tramroads 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 tolls or charges authorised by this Act.

Costs of Act.

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

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SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

Break Power of Engines.

Every engine used on the tramway shall be fitted with such mechanical appliances for preventing the motive power of such engine from operating and for bringing such engine and any carriage drawn or propelled by such engine to a stand as the Board of Trade may from time to time think sufficient.

As to Fittings of Engines.

Every engine used on the tramway shall have its number shown in some conspicuous part thereof and shall be fitted—

With a suitable fender to push aside obstructions;

With a special bell whistle or other apparatus to be sounded as a warning when necessary; and

With a seat for the driver of such engine so placed in front of such engine as to command the fullest possible view of the road before him.

Every such engine shall be free from noise produced by blast or clatter of machinery and the machinery shall be concealed from view at all points above four inches from the level of the rails and all fire used on such engine shall be concealed from view.

As to Carriages.

Every carriage used on the tramway shall be so constructed as to provide for the safety of passengers and for their safe entrance to exit from and accommodation in such carriage and their protection from the machinery of any engine used for drawing or propelling such carriage.

Inspection of Engines and Carriages.

The Board of Trade shall on the application of the local authority of any district in which the tramway is laid and may on complaint made by any person from time to time inspect any engine or carriage used on the tramway and the machinery therein and may whenever they think fit prohibit the use

on the tramway of any such engine or carriage which in their opinion may not be safe for use on the tramway.

As to Speed.

The speed at which engines trucks and carriages may be driven or propelled along any portion of the tramway which may be situate in any street or road shall not exceed the rate of eight miles an hour.

The speed at which engines and carriages may pass through movable facing points on any street or road shall not exceed the rate of four miles an hour.

SECOND SCHEDULE.

An Agreement made the 15th day of June 1896 between the Mayor Aldermen and Burgesses of the Borough of Blackpool (herein-after called "the corporation") of the one part and George Readman Charles Hopkinson Edward Napier Galloway and Benjamin Sykes as agents for and on behalf of the Company herein-after mentioned (herein-after called "the promoters") being promoters of a Bill now pending in Parliament intituled "A Bill for incorporating the Blackpool and Fleetwood Tramroads "Company and empowering them to construct a tramroad and tramway "between Blackpool and Fleetwood and for other purposes" (herein-after called "the Bill") which words shall in this agreement be read as "the Act" after the Bill has received the Royal Assent where the context so implies of the other part Whereas the corporation have entered or may enter into an agreement between James Cardwell John Hodgson James Ward Frederick Nickson John Nickson John Coulston George Chadwick Kingsbury and Robert Butcher Mather all of Blackpool aforesaid for the purchase (inter alia) of the lands forming part of a property known as "the Gynn Estate" delineated in a plan signed for the purposes of this agreement by Jeremiah Wolstenholme on behalf of the corporation and Benjamin Sykes on behalf of the promoters and thereon edged green which lands are herein-after called "the said lands" And whereas the corporation have presented a petition to the House of Commons against the Bill and with a view to removing their objections thereto the promoters have agreed to the terms and conditions herein-after contained Now it is hereby mutually agreed by and between the parties hereto as follows (that is to say):—

1. If the Bill be passed into an Act and the Company thereby incorporated (herein-after called "the Company") become authorised to construct within the said borough the portion of tramroad referred to as "the defined portion of tramroad" in the clause to be introduced into the Bill of which clause the marginal note is "Arrangements as to works in Blackpool" and if prior to the date when the Company shall become authorised to construct the said

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portion of tramroad the corporation shall have acquired the said lands the Company shall within three months from their becoming authorised to construct the said portion of tramroad purchase from the corporation and the corporation shall according to their rights and interest grant (subject to the rights of any of the tenants of the corporation) to the Company an easement or right of making embankments and cuttings and of using in perpetuity so much of the surface and subsoil of the said lands as is delineated and hatched red on the said plan and lying between the points marked A and B thereon such surface not to exceed at any point 30 feet in width except where the said tramroad is on embankments or in cutting and then not exceeding such width as may be necessary to give a surface of not exceeding 30 feet upon which to lay the tramroad and such further width as may be reasonably necessary for embankments or cuttings for the purpose of constructing and using a tramroad in accordance with the provisions of the Bill and this agreement The levels and gradients of the said tramroad to be approved of by the corporation in accordance with a section to be supplied by the corporation to the promoters within one month from the Bill receiving the Royal Assent such gradients not to be steeper than the gradients shown on the deposited plans (save and except that the easement hereby agreed to be granted with regard to embankments and cuttings so far as the same extend beyond the 30 feet of surface is to cease and determine as and when the land adjoining thereto belonging to the corporation is lowered raised or levelled to the same level as the tramroad as the case may be) and the Company shall not except as herein-after provided purchase or acquire except by agreement and the corporation shall not be required to grant or sell to the Company any land or any other or greater interest in the said lands than such easement or right of user as aforesaid or the grant herein-after agreed to be made and the remainder of the said lands shall be excluded from the compulsory powers of purchase conferred by the Bill And in payment for such easement or right of user over the said lands the Company shall within six months from their becoming authorised to construct the said portion of tramroad pay to the corporation the sum of 500*l.* and until such payment shall have been made or satisfied the Company shall not exercise any of the powers under the Bill over the said lands And if from any cause the purchase money shall not be paid within the period aforesaid interest thereon shall be paid to the corporation by the Company at the rate of 5*l.* per cent. per annum until completion And further the Company shall also pay to the corporation for such easement or right of user over the said lands the sum of one shilling per annum on the 1st day of January in each and every year.

2. The Company shall not use or permit to be used the said portion of land hatched red on the said plan over which the said easement or right of user is hereby agreed to be granted for any other purpose whatsoever than for the purpose of a tramroad and shall not permit any vehicular or other traffic along the said portion of land other than tramroad traffic and foot traffic.

3. The corporation shall not be responsible for the formation foundation or support of the surface of the said portion of land or any approaches thereto

over and along which the said easement and right of user is hereby agreed to be granted but the Company shall take all risks and responsibilities whatsoever including the risk of and damage done by encroachment by the sea landslips and such like In the event however of the said surface or any of it to an appreciable extent being washed away or otherwise destroyed by the action of the sea so that it would be rendered impossible to carry or maintain the said portion of tramroad over or upon such surface the corporation shall grant such further easement or right of user over the surface of other land as shall be agreed between the parties to the eastward of the said surface hatched red upon the said plan but in no event shall they be called upon or be compelled to grant such easement or right of user further to the eastward than the centre of a road which it is proposed to lay out and make over and along the said lands The proposed position of the said proposed road is marked by blue lines on the said plan between the letters A and B but whenever the said road is completed whether in the position marked by the said blue lines or not the centre of the said road shall be (subject to the proviso next herein-after contained) the easternmost limit of surface over which the Company can ask or require the corporation to grant such further easement or right of user as aforesaid Provided always that in the event of it being agreed that the said further easement or right of user should be over the surface adjoining the said proposed road or in any part over the same then the said portion of tramroad shall be laid upon such levels and be of such design as shall be approved by the corporation and shall form part of the said road and the tramroad shall be subject to the provisions of the Tramways Act 1870 so far as the same apply to the regulation of speed and the making and maintenance of tramways.

4. In the event of the Company failing to open the tramroad for public traffic within four years from the passing of the Act the said grant of an easement or right of user shall be revoked and terminate and the purchase money paid shall be forfeited which forfeiture shall cover all damages alleged to have been sustained by the corporation in consequence of the default of the promoters or the Company and upon such forfeiture the corporation shall re-enter.

5. No buildings poles or erections of any kind shall be erected upon the surface of the said lands over which the easement and right of user as aforesaid is granted other than the rails and way of the said portion of tramroad and the poles wires and apparatus necessary for working the said portion of tramroad by electricity and also the fences mentioned in the clause agreed to be inserted by the promoters in the Bill and of which clause the marginal note is "For the protection of James Cardwell and others" The corporation will grant to the Company without the payment to the corporation of any further consideration money such portion of land not exceeding 160 square yards in such position as the corporation shall consider best for the erection thereon within the building line of a waiting room or station of a design to be approved of by the corporation The Company shall if the counsel to the vendors to the corporation has advised that the title to the Gynn Estate is satisfactory and upon the production of such opinion or a copy thereof accept such title without further inquiry.

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6. The promoters shall insert in the Bill the said last-mentioned clause of which the marginal note is "For the protection of James Cardwell and others."

7. The promoters shall also insert in the Bill the clause referred to in paragraph 1 of this agreement and of which clause the marginal note is "Arrangements as to works in Blackpool."

8. This agreement shall be scheduled to the Bill and a clause shall be inserted in the Bill confirming the same and making it binding on the Company.

9. On the signing of this agreement the corporation will abstain from further opposition to the Bill except so far as may be necessary for securing that the Bill makes provision for giving effect to the terms of this agreement and the promoters will abstain from any opposition to the confirmation of the Blackpool Corporation Tramways Order 1896.

10. Nothing herein contained shall preclude or be deemed to preclude the corporation from opposing any application by the Company for any extension of time for the completion of the works or for the abandoning their undertaking or any part thereof or for obtaining repayment of the deposit fund mentioned in the Bill or any part thereof and nothing herein contained shall preclude or be deemed to preclude the corporation from claiming to be compensated out of the said deposit fund as landowners whose property has been interfered with or otherwise rendered less valuable within the meaning of the clause of the Bill of which the marginal note is "Application of deposit."

11. It is hereby declared and agreed that this agreement is made conditional on the Bill and the Bill confirming the said Order respectively receiving the Royal Assent Provided always that the same shall be subject to such alterations as Parliament shall see fit to make therein respectively but if the committee on the Bills or either of them make any material alteration in the Bill or in the said Order which would materially affect this agreement it shall be competent to any party to withdraw from the same.

12. If at any time any question shall arise between the parties to this agreement as to the intent effect and meaning of this agreement every such question shall unless otherwise satisfactorily arranged and disposed of be referred to and determined by arbitration according to the provisions of the Arbitration Act 1889.

In witness whereof the corporation have hereunto caused their common seal to be affixed and the promoters have hereunto set their hands and seals the day and year first before written.

The common seal of the mayor aldermen and burgesses of the borough of Blackpool was hereunto affixed by authority of the council of the said borough in the presence of

Seal of the Corporation of Blackpool.

James Cardwell Mayor
By T. Loftos Town Clerk.

Signed sealed and delivered by the said George Readman in the presence of } GEO. READMAN. L.S.

WILLIAM J. KIRK
Of No. 119 Princes Street
Edinburgh
Solicitor.

Signed sealed and delivered by the said Charles Hopkinson and Edward Napier Galloway in the presence of } CHARLES HOPKINSON. L.S.
EDWARD N. GALLOWAY. L.S.

FREDK. CRIMES
Clerk with Sutton Elliott and Turnbull
Solicitors
Manchester.

Signed sealed and delivered by the said Benjamin Sykes in the presence of } BENJAMIN SYKES. L.S.

JAMES MCCARTER
Clerk with Garlick and Sykes
Preston.

THIRD SCHEDULE.

AN AGREEMENT made the 11th day of May 1896 between JAMES CARDWELL JOHN HODGSON JAMES WARD FREDERICK NICKSON JOHN NICKSON JOHN COULSTON GEORGE CHADWICK KINGSBURY and ROBERT BUTCHER MATHER all of Blackpool in the county of Lancaster DAVID AINSWORTH and JOHN STIRLING AINSWORTH both of Cleator in the county of Cumberland (herein-after called the owners) of the one part and GEORGE READMAN CHARLES HOPKINSON EDWARD NAPIER GALLOWAY and BENJAMIN SYKES as agents for and on behalf of the Company herein-after mentioned (herein-after called the promoters) being promoters of a Bill now pending in Parliament entitled a Bill for incorporating the Blackpool and Fleetwood Tramroads Company and empowering them to construct a tramroad and tramway between Blackpool and Fleetwood and for other purposes (herein-after called the Bill) which words shall in this agreement be read as the Act after the Bill and received the Royal Assent where the context so implies of the other part Whereas the said James Cardwell John Hodgson James Ward Frederick Nickson John Nickson John Coulston George Chadwick Kingsbury and Robert Butcher Mather are or claim to be the owners of a property known

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as the Gynn Estate situate near to and in the borough of Blackpool in the county of Lancaster And the said David Ainsworth and John Stirling Ainsworth are or claim to be the owners of a property in the township of Bispham with Norbreck in the said county a portion of which property adjoining the said Gynn Estate and facing the sea they have agreed to sell to the said James Cardwell John Hodgson James Ward Frederick Nickson John Nickson John Coulston George Chadwick Kingsbury and Robert Butcher Mather And whereas by the Bill powers are sought to acquire (amongst other lands) portions of the said Gynn Estate and of the said property in the township of Bispham with Norbreck and thereon to make and lay down a tramroad and to exercise other powers And whereas the owners have presented two petitions to the House of Commons against the Bill and with a view to removing their objections the promoters have agreed to the terms and conditions herein-after set forth And whereas a provisional order (herein-after called the said order) is being promoted in the present session of Parliament to enable the Corporation of Blackpool (herein-after called the corporation) to construct and maintain inter alia a tramway to be laid on or near a proposed street to be made across the said Gynn Estate from the southern boundary of the same to the northern boundary of the borough of Blackpool (herein-after called the proposed road) And whereas by arrangement between the promoters and the corporation such tramway is proposed to be constructed in accordance with an amended plan and section deposited as in the said order mentioned and in the lines and levels of the portion of the proposed tramroad within the borough and provision is proposed to be made by the Bill to the effect that the powers of the Company to make the said portion of tramroad shall not be exercised if the corporation shall within the time defined by the Bill construct the said tramway Now it is hereby agreed between the parties hereto as follows (that is to say):—

1. If the Bill be passed into an Act the Company thereby incorporated (herein-after called the Company) shall within three months of its receiving the Royal Assent purchase from the owners and the owners shall according to their several rights and interests grant (subject to the rights of any of the tenants of the owners) to the Company an easement or right of making embankments and cuttings and of using in perpetuity so much of the surface and subsoil of the said Gynn Estate and of the surface and subsoil of the said property in the township of Bispham with Norbreck as is delineated and hatched red on the copy of the deposited plans signed by the said Benjamin Sykes on behalf of the promoters and the said James Cardwell on behalf of the owners herein-after referred to as the signed plan and lying between the points marked A and C on the signed plan such surface not to exceed at any point 30 feet in width except where the said tramroad is on embankments or in cuttings and then not exceeding such width as may be necessary to give a surface of not exceeding 30 feet upon which to lay the tramroad and such further width as may be reasonably necessary for embankments and cuttings for the purpose of constructing and using a tramroad in accordance with the provisions of the Bill and this agreement The levels and gradients of the said tramroad to be approved of by the owners in accordance with a section to be supplied by the owners to the

promoters within one month from the Bill receiving the Royal Assent such gradients not to be steeper than the gradients shown on the deposited plans (save and except that the easement hereby agreed to be granted with regard to embankments and cuttings so far as the same extend beyond the 30 feet of surface is to cease and determine as and when the land adjoining thereto belonging to the owners is lowered raised or levelled to the same level as the tramroad as the case may be) and the Company shall not except as herein-after provided purchase or acquire except by agreement and the owners shall not be required to grant or sell to the Company any land or any other or greater interest in the said Gynn Estate and the said property in the township of Bispham with Norbreck aforesaid or either of them than such easement or right of user as aforesaid or the grants herein-after agreed to be made and the remainder of the lands of the said Gynn Estate and the said property in Bispham with Norbreck aforesaid shall be excluded from the compulsory powers of purchase conferred by the Bill and in payment for such easement or right of user over the said property in the township of Bispham with Norbreck the Company shall within six months of the Bill receiving the Royal Assent pay to the owners other than the said David Ainsworth and John Stirling Ainsworth the sum of 2000*l.* And further in payment for such easement or right of user over the said Gynn Estate the Company shall pay to the said James Cardwell John Hodgson James Ward Frederick Nickson John Nickson John Coulston George Chadwick Kingsbury and Robert Butcher Mather who are or claim to be owners in fee simple of the said Gynn Estate as tenants in common the sum of 500*l.* And until such payments shall have been made or satisfied the Company shall not exercise any of the powers under the Bill over the lands of the owners If from any cause the respective purchase moneys shall not be paid within the period aforesaid interest thereon respectively shall be paid to the owners other than the said David Ainsworth and John Stirling Ainsworth at the rate of 5*l.* per cent. per annum until completion And further the Company shall also pay to the owners for such easement or right of user the sum of one shilling per annum on the 1st day of January in each and every year.

2. The Company shall not use or permit to be used the said portions of land hatched red on the signed plan over which the said easement or right of user is hereby agreed to be granted for any other purpose whatsoever than for the purposes of a tramroad and shall not permit any vehicular or other traffic along the said portion of land other than tramroad traffic and foot traffic.

3. The owners shall not be responsible for the formation foundation or support of the surface of the said portions of land or any approaches thereto over and along which the said easement and right of user is hereby agreed to be granted but the Company shall take all risks and responsibilities whatsoever including the risk of and damage done by encroachment by the sea landslips and such like In the event however of the said surface or any of it to an appreciable extent being washed away or otherwise destroyed by the action of the sea so that it would be rendered impossible to carry or maintain the tramroad over or upon such surface the owners shall grant such further easement or right of user over the surface of other land as shall be

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agreed between the parties to the eastward of the said surface hatched red upon the signed plan but in no event shall they be called upon or be compelled to grant such easement or right of user further to the eastward than the centre of a road which it is proposed to lay out and make over and along the said Gynn Estate and the said property in the township of Bispham with Norbreck The proposed position of the said proposed road is marked by blue lines on the signed plan between the letters A and C but whenever the said road is completed whether in the position marked by the said blue lines or not the centre of the said road shall be (subject to the proviso next herein-after contained) the easternmost limit of surface over which the Company can ask the owners to grant such further easement or right of user as aforesaid Provided always that in the event of it being agreed that the said further easement or right of user shall be over the surface adjoining the said proposed road or in any part over the same then the tramroad shall be laid upon such levels and design as shall be approved by the owners and shall form part of the said road and the tramroad shall be subject to the provisions of the Tramways Act 1870 so far as the same apply to the regulation of speed and the making and maintenance of the tramroad.

4. In the event of the Company failing to open the tramroad for public traffic within four years from the passing of the Act the said grant of an easement or right of user shall be revoked and terminate and the purchase money paid shall be forfeited which forfeiture shall cover all damages alleged to have been sustained by the owners in consequence of the default of the promoters and upon such forfeiture the owners shall re-enter.

5. No buildings poles or erections of any kind shall be erected upon the surface of the land over which the easement and right of user as aforesaid is granted other than the rails and way of the tramroad and the poles wires and apparatus necessary for working the tramroad by electricity and also the fences mentioned in the clause agreed to be inserted in the Bill the marginal note of which is "For the protection of James Cardwell and others" The owners will grant to the Company without the payment to the owners of any further consideration money such portions of land not exceeding 300 square yards in such positions as the owners shall consider best for the erection thereon within the building line of waiting rooms or stations of designs to be approved of by the owners.

6. The Company shall if the owners' counsel has advised that the title to the Gynn Estate is satisfactory and upon the production of such opinion accept such title without further inquiry and with regard to the property in the township of Bispham with Norbreck the Company shall be entitled to a satisfactory title being deduced by the owners but not exceeding 20 years.

7. A clause which has been prepared with respect to the structure and user of the said tramroad the marginal note for which is "For the protection of James Cardwell and others" shall be inserted in the Bill.

8. In the event of the Corporation of Blackpool completing a contract made or intended to be made between the owners other than the said David Ainsworth and John Stirling Ainsworth of the one part and the Corporation of Blackpool of the other part and paying the purchase-money for the said Gynn Estate to the owners other than the said David Ainsworth and John

Stirling Ainsworth the said owners other than the said David Ainsworth and John Stirling Ainsworth shall not sell or grant to the Company and the Company shall not purchase or acquire any easement or right of user or any estate or interest whatsoever in or over the said Gynn Estate and the Company shall not be called upon to pay nor shall they pay the said sum of 500*l.* above-mentioned.

9. This agreement shall be scheduled to the Bill and a clause shall be inserted in the Bill confirming the same and making it binding on the Company.

10. On the signing of this agreement the owners will abstain from further opposition to the Bill except so far as may be necessary for securing that the Bill makes provision for giving effect to the terms of this agreement.

11. Nothing herein contained shall preclude or be deemed to preclude the owners or any of them from opposing any application by the Company for any extension of time for the completion of the works or for the abandoning their undertaking or any part thereof or for obtaining repayment of the deposit fund mentioned in the Bill or any part thereof and nothing herein contained shall preclude or be deemed to preclude the owners or any of them from claiming to be compensated out of the said deposit fund as land owners whose property has been interfered with or otherwise rendered less valuable within the meaning of the clause of the Bill of which the marginal note is "Application of deposit."

12. It is hereby declared and agreed that this agreement is made conditional on the Bill receiving the Royal Assent Provided always that the same shall be subject to such alterations as Parliament shall see fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to any party to withdraw from the same.

13. If at any time any question shall arise between the parties to this agreement as to the intent effect and meaning of this agreement every such question shall unless otherwise satisfactorily arranged and disposed of be referred to and determined by arbitration according to the provisions of the Arbitration Act 1889.

In witness whereof the said parties to these presents have hereunto set their hands the day and year first before written.

Signed by the said James Cardwell John Hodgson James Ward Frederick Nickson John Nickson John Coulston George Chadwick Kingsbury and Robert Butcher Mather in the presence of

James Cardwell
John Hodgson
James Ward
Frederick Nickson
John Nickson
John Coulston
Geo. C. Kingsbury
R. B. Mather.

Frank A. Turner
Clerk with Messrs. Finch and Johnson
Solicitors
Blackpool.

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Signed by the said David Ainsworth and John Stirling Ainsworth in the presence of
CHARLES ALFRED FIELDER
Clerk to Lewin Gregory and Anderson
13 King Street Whitehall
Parliamentary Agents.

DAVID AINSWORTH.
J. S. AINSWORTH.

Signed by the said George Readman in the presence of
WILLIAM J. KIRK
Of No. 119 Princes Street
Edinburgh
Solicitor.

GEO. READMAN.

Signed by the said Charles Hopkinson and Edward Napier Galloway in the presence of
FREDK. CRIMES
Clerk with Sutton Elliott and Turnbull
Solicitors
Manchester.

CHARLES HOPKINSON.
EDWARD N. GALLOWAY.

Signed by the said Benjamin Sykes in the presence of
JAMES McCARTER,
Clerk with Garlick and Sykes
Preston.

BENJAMIN SYKES.

FOURTH SCHEDULE.

HEADS of AGREEMENT between the undersigned GEORGE READMAN of the city of Edinburgh gentleman CHARLES HOPKINSON of the city of Manchester civil engineer EDWARD NAPIER GALLOWAY of the said city of Manchester mechanical engineer and BENJAMIN SYKES of Preston in the county of Lancaster civil engineer as agents for and on behalf of a company proposed to be incorporated by the Blackpool and Fleetwood Tramways and Tramroad Bill now before Parliament (except in relation to the payment of costs provided for in clause 11 hereof as to which they personally contract herein-after called the promoters) of the one part and EDWARD GARLICK (herein-after called the receiver) as receiver and manager of the Thornton Estate and acting under authority of Mr. Justice North in the suit of Wilson v. Brown of the other part subject as herein-after mentioned It is agreed between the parties hereto in their capacities as aforesaid as follows:—

1. The promoters shall have a perpetual easement for the purpose of constructing and working a public tramroad in accordance with the provisions

of the said Bill (with two shelters the sites of which are shown on the plan hereafter mentioned) over certain portions of the border of the said Thornton Estate with powers of deviation as shown in a copy of portions of the plan deposited in Parliament and which portions for the purpose of identification have been signed by the said Edward Garlick and Thomas Strover Turnbull and the easement shall come to an end and terminate upon non-construction for four years from the date of the said Bill receiving the Royal Assent or at any time thereafter upon non-user for three years.

2. The promoters shall simultaneously with the construction of the tramroad construct make and perfect and for ever hereafter maintain at their own cost and expense the works mentioned in the First Schedule hereto.

3. The promoters further agree in the future to make perfect and for ever to maintain in good and perfect condition and at their own cost and expense additional accommodation works in the event of the said Thornton Estate or portions thereof becoming adaptable for purposes other than their present agricultural use and in particular the promoters will from time to time make maintain perfect and afterwards for ever maintain in good and perfect condition and at their own expense additional approaches to the Thornton Estate up to the level of the top of the embankment but not beyond the same with gradients not steeper than one in twenty-five such additional approaches not to exceed eight in number in addition to those named in the said schedule hereto and such additional approaches shall be of the same character as those mentioned in the said schedule Provided always that the promoters shall not be charged for the land for such approaches on the east side of the line of fencing on the east side of the tramroad.

4. The promoters shall have power on placing brick culverts of agreed capacity to fill up the outer dyke or ditch running parallel with the embankment in the border of the said Thornton Estate where convenient to the promoters but the owners shall for ever have power from time to time at their own expense to make connexions with the existing or future dyke or culverts making good any temporary injury to the works of the promoters caused thereby.

5. The shifting of the said embankment shall be done in a good and workmanlike manner and so that a perfect embankment shall be kept at the present height and so also that it will present as well while being shifted as at other times the same protection against floods and inundations as is given by the embankment as it at present stands In no other instance shall the embankment be interfered with.

6. All crossings of the embankment up to the centre of the highest point of the crossing shall for ever be kept in good and perfect repair by the promoters.

7. The owners of the Thornton Estate their tenants and all persons claiming through them shall throughout the length of the tramroad where abutting on their land have free and unrestricted right of crossing with all kinds of traffic and at their own expense to adopt and level the ground on either side of the tramroad at any point for crossing purposes but the

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adaptations and levelling of land and the crossings herein-before agreed to being in the first instance the three crossings named in schedule and additional crossings not exceeding eight in number shall be made and for ever kept in good and perfect repair up to the centre of the top of the embankment by and at the expense of the promoters.

8. The promoters shall make connexions for sidings within their own limits as may be from time to time required by the owners of the Thornton Estate and those claiming through them The first cost of laying down such connexions shall be at the expense of the owners of the Thornton Estate but the same shall for ever be kept in repair by the promoters within their own boundaries and they shall give proper facilities for working such sidings.

9. The promoters agree that if the amount of compensation to be paid to the owners of the Thornton Estate shall not be agreed upon then the same shall be ascertained in such mode as shall be agreed upon or failing agreement under the provisions of the Lands Clauses Acts upon the basis of the exercise by the promoters of compulsory powers and no entry shall be made without payment or deposit.

10. Nothing herein contained shall be taken as binding any tenant or occupier of the said Thornton Estate with whom the promoters will make arrangements direct.

11. All expenses of and relating to the negotiations for and the carrying out of this agreement and obtaining the sanction of the court shall be paid by the promoters as between solicitor and client but nevertheless they shall have the right to tax the same and in the event of any Act of Parliament not being obtained by the promoters during this present session of Parliament the total expense of the owners to be borne by the promoters shall not exceed 100*l.* in respect of the expenses incurred by the owners of the Thornton Estate in the present session of Parliament.

12. Except as herein expressly provided the owners of the said Thornton Estate their tenants and successors in title shall for ever hereafter have all statutory and other rights including the right to apply to the Board of Trade and other public authorities as fully as if this agreement had not been entered into.

13. This agreement is conditional upon the same being executed in duplicate by all parties hereto and upon the sanction of Mr. Justice North being obtained before the Bill is read a first time in the House of Lords and (except as to the payment of expenses as herein provided) upon the said Bill being passed in this present session of Parliament.

14. If this agreement shall be sanctioned as herein-after mentioned the same shall be confirmed by and scheduled to the Act of Parliament to be obtained by the promoters as aforesaid.

15. Provided that this agreement shall be subject to such alterations as Parliament shall see fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to either party thereto to withdraw from the same.

16. If at any time any dispute question or difference shall arise between the parties to this agreement or as to the intent effect and meaning of this

agreement every such dispute question and difference shall unless otherwise satisfactorily arranged and disposed of be referred to and determined by arbitration according to the provisions of the Arbitration Act 1889. A.D. 1896.

The Schedule above referred to.

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1. Set back the embankment as shown in red on a copy of the deposited plan signed for identification by Edward Garlick and Thomas Strover Turnbull commencing at the Ramper Road at about 3 miles 1 furlong 5 chains on the said plan and terminating at or about 4 miles 3 furlongs and 8 chains on the said plan.

2. A wrought iron unclimbable fence 4 feet 6 inches high fixed all along the set-back embankment at 4 feet west from the western foot or toe of such embankment with all necessary gates in such fence for passing through with carriages where reasonably required by the owners of the Thornton Estate or those claiming through them.

3. Continue the 12-inch drain through the embankment a little south of 3 miles 2 furlongs on the deposited plan and re-set the valve.

4. Provide and lay a 4-inch tile drain along the entire length of the western outside of the set-back embankment at least 3 feet deep with proper fall and connexions with the watercourse.

5. Three culverts one at about 4 miles 2 chains another at or about 4 miles 5 chains and another at or about 4 miles 3 furlongs 8 chains to be constructed of brick set in cement to carry the tramroad over the watercourse to have the same size of opening for waterway as the present culvert carrying the highway No. 14A on the plan over the watercourse and laid at such levels respectively as shall hereafter be fixed upon by the engineer of the Thornton Estate.

6. Between the Ramper Road at about 3 miles 1 furlong 5 chains and 4 miles 3 furlongs 8 chains on deposited plan provide make and complete three roadways over the watercourse and the tramroad and on to level of top of set-back embankment the sites of such roads respectively to be hereafter fixed upon by the engineer of the Thornton Estate the surface of the roadway from the iron fence eastward not to be of greater inclination than one vertical to twenty-five horizontal.

7. Provide the necessary drains to take the water of the roadways and highways where interfered with into the watercourse.

8. 12-inch socket pipe drains at the north and south sides of highway No. 14A.

9. 12-inch socket pipe drains between fields No. 15 and No. 16.

10. 12-inch socket pipe drains between fields No. 16 and No. 17.

11. 2-feet socket pipe drains opposite corner of embankment at about 4 miles 6 furlongs and 6 chains in watercourse between fields No. 17 and No. 20.

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12. All pipes culverts and drains respectively to be laid at such depth level and inclination as the engineer of the Thornton Estate shall direct and all field drains interfered with are to be made good.

13. Deviate watercourse for about 30 yards in length along west side of tramroad at corner of No. 18 on deposited plan and sod slopes of diversion.

14. All other necessary works which may be found on the execution of the works of the tramroad not to have been provided for are to be provided for and executed by the Company.

15. All the accommodation works and other works executed and done pursuant to above agreement are to be performed executed and completed to the reasonable satisfaction of the engineer of the Thornton Estate.

16. The tramroad to be properly fenced in on both sides where it passes through the Thornton Estate and in such fences are to be placed and fixed so many gates for crossing over the tramroad with conveyances as the engineer of the said estate may reasonably require.

17. Two new entrances to be made into the severed lands between the tramroad and the watercourse one on each side of the highway No. 14A on the deposited plan with substantial gate posts and gates completely fitted up.

18. The west and north sides of the outbuildings at College Farm at about 4 miles 1 chain on the deposited plan are to be protected by a brick wall where shown in red on the plan such wall to be at least 3 feet thick of bricks set in cement as high as the embankment.

Dated this thirteenth day of May one thousand eight hundred and ninety-six.

Signed by the said Edward Garlick in the presence of } EDWARD GARLICK.

JAMES MCCARTER
Clerk with Garlick and Sykes
Preston.

Signed by the said George Readman in the presence of } GEO. READMAN.

WILLIAM J. KIRK
Of No. 119 Princes Street Edinburgh
Solicitor.

Signed by the said Charles Hopkinson and Edward Napier Galloway in the presence of } CHARLES HOPKINSON. EDWARD N. GALLOWAY.

FREDK. CRIMES
Clerk with Sutton Elliott and Turnbull
Solicitors
Manchester.

Signed by the said Benjamin Sykes in the presence of, } BENJAMIN SYKES.

ARTHUR W. PRITT
7 Great George Street Westminster
Parliamentary Agent.

FIFTH SCHEDULE.

An Agreement made the 9th day of June 1896 between the Fleetwood Estate Company Limited (herein-after called "the owners") of the first part and George Readman of the city of Edinburgh gentleman Charles Hopkinson of the city of Manchester civil engineer Edward Napier Galloway of the said city of Manchester mechanical engineer and Benjamin Sykes of Preston in the county of Lancaster civil engineer as agents for and on behalf of a company intended to be incorporated and called the Blackpool and Fleetwood Tramroads Company (and herein-after called "the Company") of the second part.

Whereas a Bill is now pending in Parliament intituled "A Bill for "incorporating the Blackpool and Fleetwood Tramroads Company and "empowering them to construct tramways and a tramroad between Blackpool "and Fleetwood and for other purposes":

And whereas the tramroad and works proposed by the said Bill to be authorised will for a considerable distance pass through lands of the owners (known as the Fleetwood Estate) situate in the township of Fleetwood and parish of Thornton in the county of Lancaster:

Now it is hereby mutually agreed as follows:—

1. The intended tramroad shall between the points marked A and B on the plan signed by Benjamin Sykes on behalf of the Company and by John Parker Wilson on behalf of the owners be made and constructed in the line course and direction of the centre line shown and dotted blue on the said plan.

2. The intended tramroad shall between the points marked C and D on the said plan be made and constructed on the east side of Lodge Lane and so as not to encroach upon or to interfere with (except as mentioned in clause 10 of this agreement) such part of the roadway of Lodge Lane as is co-extensive with and abuts upon the land of the owners.

3. The owners shall convey to the Company the fee simple in possession (subject to existing tenancies) free from incumbrances of and in the lands (except mines and minerals thereunder) coloured respectively brown red and purple upon the said plan.

4. The owners shall also grant to the Company full right and liberty at all times hereafter in common with the owners and with all other persons or companies who are now entitled or may hereafter become entitled to a similar privilege (upon observing and performing the conditions and obligations imposed by the Lancashire and Yorkshire Railway Company and the London and North Western Railway Company in respect of the railway siding herein-after mentioned and upon payment of a proportionate share of the expense of maintaining such railway siding such proportion to be determined according to the quantity of traffic taken over such railway siding) to use at all reasonable times the portion of the railway siding shown and coloured blue and the proposed extension thereof coloured yellow on the said plan for

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the purpose of taking thereover (but not to allow any waggons or other vehicles to remain standing thereon) to or from the main line of the Lancashire and Yorkshire Railway Company and the London and North Western Railway Company any traffic which may be consigned to or from the generating works of the Company The owners shall forthwith lay down and complete in the line direction and to the extent coloured yellow on the said plan or as near thereto as circumstances will permit an extension of the railway siding coloured blue upon the said plan.

5. The owners shall (so far as they lawfully can) grant to the Company full right and liberty at all times hereafter to take from the Copse Brook and Warrenhurst Brook shown on the said plan water for the purposes of their generating works (but so that the quantity of water to be taken from the said brooks shall not at any time exceed one-half the quantity of water then flowing down such brooks) And also the right and liberty for the purpose of carrying water from the said brooks to the said generating works to lay a line of pipes or a drain or to construct a culvert (and to repair and maintain the same) under Copse Road and along one side thereof in the line and direction of the dotted black line on the said plan the Company keeping such pipes drain or culvert in repair and making good all damage to be occasioned by the laying of such pipes or drain or by the construction of such culvert or by the repair and maintenance of the same Provided that the aforesaid grant of the right to use the water of the said brooks shall be subject to the rights of other persons and companies entitled to use the water of the said brooks and also subject to the right of the owners (if in their opinion they shall consider it desirable in connexion with the development of their estate so to do) to pipe culvert or otherwise enclose or confine the said brooks or to divert the same in any manner they may think fit Provided that the Company shall not do or execute any act or thing which shall impede or obstruct the flow of water in the said brooks.

6. The owners shall also grant to the Company the right to lay and maintain a double line of tramroad from their main line of tramroad across Copse Brook and Copse Road to the said generating works Such lines of tramroad shall at the point at which they cross the said road be on a level with the roadway and in case the said roadway shall at any time hereafter be lowered or raised the Company shall at the expense of the party requiring the same lower or raise the tramroad to the same level The whole space between the rails and for the distance of 18 inches beyond each external rail shall be paved by the Company to the satisfaction of the owners with hard granite sets or other materials to be approved of by the owners and shall at all times be kept in good repair by the Company If at any time hereafter the Fleetwood Urban District Council shall take over or give notice to take over Copse Road as a public highway repairable by the council the Company shall do all such works and things in reference to the said lines of tramroad at the point at which they cross the said road and to the paving of the same as the owners or the council shall reasonably require.

7. The Company shall before entering into possession of the aforesaid lands pay to the owners as the consideration therefor the sum of 5*s.* for each and every square yard of land coloured brown upon the said plan and at the rate

of 200*l.* per acre for the land coloured red on the said plan but no charge shall be made for the land proposed to be thrown into Lodge Lane near College Farm (herein-after referred to) and coloured purple on the said plan Provided that as regards that portion of the land coloured red on the said plan which extends from A^1 to B and lies between the Company's intended southern boundary and the intended tramroad the Company shall be required to pay therefor only at the rate of 100*l.* per acre the measurement for this purpose to be taken from the Company's said southern boundary to an imaginary line 15 feet from the centre of the tramroad The Company shall use their best endeavours to acquire and if and when acquired shall surrender to the owners free of charge the interest of the lessee or lessees in the plot of land coloured green upon the said plan.

8. The owners having been in possession of the Fleetwood Estate for more than twenty years shall not be called upon to furnish to the Company any abstract of title but they shall produce for the inspection of the Company's solicitors the deed of conveyance to the owners of 5th day of July 1875.

9. The Company shall simultaneously with the construction of the intended tramroad make and construct for the owners and their tenants all such accommodation works as the owners would be entitled to under the clause of the said Bill with the marginal note "As to accommodation works" if no agreement had been made between the Company and the owners and the Company shall in particular also execute for the owners the following accommodation works:—

(A) Erect and for ever after maintain an unclimbable iron railing or fence 4 feet 6 inches high (in accordance with such form or design as shall be approved by the owners) along the sides of the intended tramroad for the distance and in the line marked with a thick black line upon the said plan:

(B) Construct six level crossings with the necessary gates (such gates to open inwardly) at such places as shall be directed by the owners.

10. The Company shall (provided the consent of the local authorities in that behalf is obtained and the Company shall use their best endeavours to obtain such consent) simultaneously with the construction of the intended tramroad and at their own expense execute and do all such works as shall be necessary to carry out and complete to the satisfaction of the said authorities the widening and improvement of the roadway of Lodge Lane near College Farm by throwing therein the land coloured purple shown upon the said plan.

11. The owners and any persons or companies authorised by them shall at their own expense be at liberty at any time or times hereafter to form build construct lay and make alongside (either on one or both sides) under over or upon the said land coloured red and at any point or points that they may think proper any level crossings roads streets roadways footways bridges subways culverts sewers drains pipes and other works of any description which may be reasonably considered requisite for the development of their estate and for that purpose to alter the slopes of any embankment or cutting but the works

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aforesaid shall be formed built constructed laid or made subject to the reasonable approval of the engineer of the Company and the owners shall reinstate and make good all damage which may be occasioned to the intended tramroad by the execution of such works The Company shall from time to time at their own expense when required by the owners break openings into take down set back and refix in such position as shall be directed by the owners or take away either temporarily or permanently the iron railing or fence to be erected as aforesaid or any part or parts thereof.

12. If the owners shall at any time hereafter be desirous of making a road or street and footpaths along either side of the whole or any portion of the intended tramroad between West Street and Flakefleet Road the Company shall permit the owners or their contractors at all reasonable hours between the hours of 12 p.m. and 6 a.m. and in such manner as not to unduly impede obstruct or interfere with the ordinary traffic on the tramroad to use free of toll or charge the tramroad and the Company's connexion with the main line of the Lancashire and Yorkshire Railway Company and the London and North Western Railway Company (and if no such connexion shall exist liberty and permission for the owners at their own expense to make a temporary connexion in the plot of land coloured brown to be conveyed to the Company for the purposes of their generating works) or any part thereof for the conveyance of all materials required by the owners in connexion with the making of such road street or footpaths and may use the tramroad or any part thereof by carriages or waggons moved by any power authorised to be used on the tramroad The owners shall indemnify the Company against and make good all damage or injury which may be done to the tramroad or the property of the Company by or in consequence of any such user.

13. The Company in addition to the compensation to be paid to the tenants of the Fleetwood Estate for their leasehold interest shall make full compensation to such tenants for all damages and loss occasioned to them or any of them by any acts of the Company during the construction of the works proposed to be authorised.

14. All surplus soil and material not required for the construction of the intended tramroad dug or excavated by the Company in the construction of their works shall be the property of the owners and shall be deposited by the Company at such place or places within the limits of deviation referred to in the said Bill and not at a greater distance than 200 yards as the owners shall from time to time direct.

15. The Company shall at all times use their best endeavours to prevent persons whilst going to or from the intended tramroad of the Company trespassing upon any lands of the owners.

16. The area of the land agreed to be conveyed by the owners to the Company shall be measured to the foot of all embankments and to the top of all cuttings Such land is (except between A^1 and B and exclusive of slopes and embankments) intended to be 30 feet wide or as near thereto as circumstances will permit.

17. In regard to the construction of the intended tramroad abutting upon Copse Brook (along Copse Road) the Company shall construct the same as

near to the brook as having regard to the straight course of the tramroad they reasonably can and the area of the land agreed to be conveyed to the Company at this part of the line shall be measured from an imaginary line 6 feet from the centre of the brook.

18. Between the points A1 and B on the said plan the Company shall construct the intended tramroad as near as reasonably may be to Copse Brook but so that the centre of the tramroad shall not at any point be distant more than twenty-five yards from the centre of the said brook The southern boundary of the land agreed to be conveyed to the Company between the said points shall be an imaginary line 6 feet from the centre of the said brook.

19. Any difference which may from time to time arise between the owners and the Company with respect to the provisions of this agreement or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled in the manner provided by the Arbitration Act 1889.

20. The provisions of this agreement shall be in addition to and shall not be in derogation of or prejudicially affect any rights of the owners under any provisions of the said Bill or of any of the Acts of Parliament which are wholly or partially incorporated therewith and which may enure for the protection or benefit of the owners.

21. This agreement is subject to such alterations as Parliament may think fit to make therein but if any material alteration be made therein it shall be competent for either party to withdraw the same.

In witness whereof the owners have caused the common seal of the Fleetwood Estate Company Limited to be hereunto affixed and the parties hereto of the second part have hereunto set their hands the day and year first above written.

James Whitehead.
Thos. H. Carr.

Seal of the Fleetwood Estate Co. Limited.

Passed under the common seal of the Fleetwood Estate Company Limited and signed by James Whitehead and Thomas Hargreaves Carr two of the Directors thereof in the presence of

John Parker Wilson
Estate Office
Fleetwood.

Signed by the said George Readman in the presence of } Geo. Readman.

William J. Kirk
Of No. 119 Princes Street
Edinburgh Solicitor.

A.D. 1896.

And by the said Charles Hopkinson and Edward Napier Galloway in the presence of } Charles Hopkinson. Edward N. Galloway.

Fredk. Crimes
Clerk with Sutton Elliott and Turnbull
Solicitors Manchester.

And by the said Benjamin Sykes in the presence of } Benjamin Sykes.

James McCarter
Clerk with Garlick and Sykes
Preston.

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