CHAPTER cxvi.

An Act for conferring further powers upon the Cheshire Lines Committee and for other purposes. A.D. 1890.

[25th July 1890.]

WHEREAS it is expedient that further powers in various respects be conferred upon the Cheshire Lines Committee (hereinafter called the Committee) incorporated by the Cheshire Lines Act 1867 and that the Committee be authorised to execute the railways and works herein-after described and to enter upon use and hold the lands herein-after mentioned and shown on the deposited plans referred to in this Act for the purposes of those works and for the general purposes of their undertaking:

And whereas the period limited by the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1886 for the compulsory purchase by the Committee of lands for the purposes of the railway described in section 56 of that Act and authorised thereby has expired and the period limited for the completion of that railway by the Committee will expire on the twenty-fifth day of September one thousand eight hundred and ninety-one and it is expedient that such respective periods should be revived and extended as herein-after mentioned:

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

And whereas plans and sections describing the lines and levels of the works authorised by this Act and books of reference to those plans containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of lands in the lines of the proposed works or within the limits of deviation as defined on the plans and describing those lands and plans of the other lands by this Act authorised to be taken compulsorily with like books of reference thereto have been deposited with the clerk of the peace for the county of Lancaster and are in this Act respectively referred to as the deposited plans sections and books of reference:

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

Short title.

1. This Act may be cited as the Cheshire Lines Act 1890.

Incorporation of general Acts.

2. The following enactments (as far as the same respectively are applicable for the purposes of and not varied by or inconsistent with this Act) are hereby incorporated with this Act (namely):—

The Lands Clauses Acts:

The Railways Clauses Consolidation Act 1845:

Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned in enactments incorporated with this Act or which have therein special meanings have in this Act the same respective meanings And in this Act and for the purposes of this Act in any enactments incorporated with this Act the term "court of competent jurisdiction" shall have effect as if the debt or demand with respect to which it is used was a common simple contract debt and not a debt or demand created by statute and the term "superior courts" shall include any court of competent jurisdiction The expressions "the railway" shall mean the railways and works by this Act authorised "the promoters of the undertaking" and "the company" shall mean and apply to the Committee.

Power for Committee to take land referenced.

4. Subject to the provisions of this Act the Committee may enter on take and use for the purposes of the railways and works authorised by this Act all or any of the lands and buildings delineated on the deposited plans and described in the deposited books of reference relating thereto and they may also enter on take and use for the general purposes of their undertaking all or any of the following lands and buildings delineated on the deposited plans and described in the deposited books of reference (that is to say):—

Certain lands houses and buildings situate in the extra-parochial place of Toxteth Park in the county of Lancaster on the north and south sides of the railway of the Committee near to St. Michael's Station on that railway and in Southwood Road.

Certain other lands houses and buildings in the parish of Childwall in the county of Lancaster on the north and south sides of the railway of the Committee and partly over the tunnel on that railway and abutting upon Grassendale Road.

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Certain other lands in the said parish of Childwall lying on the north side of and adjoining the railway of the Committee near the Cressington Station on that railway and abutting on the westerly side thereof upon Grassendale Road and on the easterly side thereof upon Knowsley Drive.

Certain other lands situate in the said parish of Childwall and lying and abutting upon the north side of the railway of the Committee near to Riversdale Road the north-westerly end of which lands abuts upon Mersey Avenue.

Power for Committee to purchase and take St. Andrew's Church Liverpool.

5. The Committee may purchase take and hold for the purposes of and as part of their undertaking the lands church and buildings known as St. Andrew's Church in Liverpool mentioned and described in an agreement dated the 29th day of April 1890 and set out in the First Schedule to this Act and the Lord Bishop of the diocese of Liverpool the trustees of the advowson of the said church and the incumbent thereof may sell and convey and the Committee may purchase the said lands and church on the terms and conditions in that agreement mentioned and contained which agreement is hereby confirmed and made binding on the parties thereto.

Mode of carrying sale and purchase into effect.

6. The sale and purchase under the powers in this Act contained of St. Andrew's Church Liverpool with the churchyard or burial ground thereunto belonging shall be carried into effect by deed duly stamped and truly stating the consideration and upon the execution of any such deed the church lands and buildings mentioned in the agreement scheduled hereto shall vest in the Committee as part of their undertaking free from all prior estates and incumbrances whatsoever and such conveyance may be in the form set forth in the Second Schedule hereto or to the like effect or in any other form which the Committee may think fit: Provided always that within three months of the date of vesting of the premises the Committee shall produce such conveyance duly stamped to the Commissioners of Inland Revenue and in default of production the ad valorem stamp duty with interest at the rate of five pounds per centum per annum from the date of vesting to the date of payment shall be recoverable from the Committee with full costs of suit and all costs and charges attending the same.

As to removal of remains from burial ground.

7. The Committee shall cause the remains of any person interred or deposited in or under the church or churchyard of St. Andrew's Liverpool to be removed under the superintendence of the medical officer of health for the time being of the city of Liverpool and interred in some consecrated burial ground in which burials may legally take place: Provided that the heirs executors administrators or relatives of any person whose remains are interred or deposited

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in or under the said church or churchyard may if they so prefer and under such superintendence as aforesaid remove the remains of such person to any consecrated burial ground wherein burials may legally take place and the cost of such removal (not exceeding in each case the sum of ten pounds) shall be defrayed by the Committee.

The heirs executors administrators or relatives of any person whose remains are interred or deposited in or under the said church or churchyard may remove the monument tablet or tombstone erected to the memory of such person to any place they may think fit and the cost of such removal (not exceeding in each case the sum of five pounds) shall be defrayed by the Committee.

Power for Committee to make and maintain railways and works.

8. Subject to the provisions of this Act the Committee may make and maintain in and according to the lines and levels shown on the deposited plans and sections the railways and works hereinafter described with all proper stations approaches roads junctions works and conveniences connected therewith. The railways and works herein-before referred to and authorised by this Act are—

Railway No. 1 two miles three chains thirty links in length wholly in the county of Lancaster commencing in the township of Chorlton-cum-Hardy in the parish of Manchester by a junction with the Manchester South District Branch Railway of the Midland Railway Company and terminating in the township of Stretford and parish of Manchester in Trafford Park belonging to Sir Humphrey Francis de Trafford Baronet near and adjoining the easterly side of Park House Farm at the boundary wall dividing that park from lands of the Manchester Ship Canal Company.

Railway No. 2 one furlong eight chains thirty links in length wholly in the parish of Manchester in the county of Lancaster commencing in the township of Stretford by a junction with the Manchester South District Branch Railway of the Midland Railway Company and terminating in the township of Stretford by a junction with Railway No. 1.

Railway No. 3 one furlong one chain in length wholly in the township of Stretford and parish of Manchester in the county of Lancaster commencing by a junction with Railway No. 1 in Trafford Park aforesaid and terminating at the boundary wall herein-before described as the termination of Railway No. 1.

Railway No. 4 six furlongs one chain sixty links in length wholly in the parish of Manchester in the county of Lancaster commencing in the township of Chorlton-cum-Hardy by a junction with the Manchester South District Branch Railway of the Midland Railway Company and terminating in the township of Stretford by a junction with that railway.

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For protection of the Manchester South Junction and Altrincham Railway Company.

9. In constructing Railway No. 1 where the same is intended to pass under the railway of the Manchester South Junction and Altrincham Railway Company (in this Act called the South Junction Company) the following provisions shall subject to the provisions of this Act apply and have effect :—

(1.) The Committee shall construct the said portion of Railway No. 1 as near as possible at the place indicated by the centre line of that railway in the deposited plans thereof and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the South Junction Company at such crossing and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railway of the South Junction Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Committee shall pay to the South Junction Company full compensation in respect thereof to be recovered with full costs in any court of competent jurisdiction.

(2.) The Committee shall where the said Railway No. 1 is intended to be carried under the railway of the South Junction Company construct a wrought iron girder bridge with wrought iron flooring such bridge to be of the full width of the property of the South Junction Company at the said point of crossing and the upper surface of such flooring and girders to be of an uniform level of one foot six inches at least below the level of the existing rails at the point of crossing and the Committee shall construct the said bridge in such position as may be reasonably required by the principal engineer for the time being of the South Junction Company (herein-after called the said principal engineer) for conveniently widening the said railway and shall if required by the South Junction Company grant that company free of cost an easement thereon for laying down maintaining and using additional rails thereon. The said girder bridge shall be constructed in such manner and of such strength as to be convenient and sufficient for the construction and laying down thereover by the South Junction Company of such lines of rails sidings and other works as they may deem expedient.

(3.) The Committee shall construct the said portion of Railway No. 1 and all the works both temporary and permanent necessary and incident to the construction thereof or affecting the property and works of the South Junction Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be

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previously submitted to and approved in writing by the said principal engineer and the Committee shall not commence the construction of the said portion of railway or enter upon or interfere with any lands works or property belonging to or used by the South Junction Company until such plans sections and specifications have been so submitted and approved: Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same then the said portion of railway and works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Committee or the South Junction Company by the president for the time being of the Institution of Civil Engineers.

(4.) The said portion of railway and all the works necessary or incident to the construction thereof or affecting the property and works of the South Junction Company shall be executed by and in all things at the expense of the Committee and under the superintendence and to the reasonable satisfaction of the said principal engineer.

(5.) The Committee shall not (except with the previous consent of the South Junction Company under their common seal) purchase or acquire any lands or property of the South Junction Company but the Committee may purchase and take and the South Junction Company shall sell and grant accordingly an easement or right of using so much of the lands of that company as may be necessary for the construction of the said portion of Railway No. 1 in accordance with the provisions of this section.

(6.) During the construction of the said portion of railway under across and adjoining and near to or affecting the railways property and works of the South Junction Company the Committee shall bear and on demand pay to that company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching their railways and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Committee or their contractors or any person or persons in the employment of the Committee or their contractors with reference thereto or otherwise.

(7.) The Committee shall at all times maintain the said portion of railway and all works connected therewith and incident thereto by which the said railway shall be carried under across and adjoining the railways works and lands of the South Junction Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Committee fail so to do the South Junction Company may make and do in and upon as well the lands of the Committee as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the South Junction Company by the Committee and in default may be recovered by them from the Committee with full costs in any court of competent jurisdiction.

(8.) Notwithstanding anything in this Act contained the Committee shall be responsible for and make good to the South Junction Company all costs losses damages and expenses which may be occasioned to that company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Committee's railways and the works in connexion therewith or of any act or omission of the Committee or of any of the persons in their employ or of their contractors or others and the Committee will effectually indemnify and hold harmless the South Junction Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission.

(9.) The Committee and the South Junction Company may agree for any variation or alteration of the works in this section provided for or in the manner in which the same shall be executed.

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

For the protection of the Lancashire County Council.

10. For the protection of the county council for the county palatine of Lancaster having jurisdiction over and being entrusted with the maintenance and repair of main roads in the said county the following provisions shall notwithstanding anything in this Act or the Railways Clauses Consolidation Act 1845 contained apply and have effect (that is to say) :—

The Committee in the formation of the bridge under the main road leading from Manchester to Chester shall construct it so that the road over the same shall not be less than sixty-one

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feet six inches between the parapet walls and shall have on each side of the carriageway a footway of ten feet in width properly kerbed and flagged for the entire length thereof. The kerbs of the footpaths shall be of Yorkshire stone twelve inches by eight inches and the flags shall be three inches in thickness of the description known as the second Barnes flags from the Rochdale quarries. The carriageway shall be paved with six-inch Carnarvon sets and shall be properly asphalted.

The parapet walls shall be built seven feet in height above the level of the footways. All such works shall be executed to the reasonable satisfaction of the county surveyor.

For the protection of the Manchester Carriage and Tramways Company.

11. If during the construction of the bridge or other works under Chester Road in the parish of Manchester it should be necessary or expedient temporarily to remove or interfere with the tramways of the Manchester Carriage and Tramways Company (herein-after referred to as the tramways company) or any part thereof the Committee shall to the satisfaction of the tramways company or their engineer for the time being cause such removal or interference to be so conducted that at all times during the progress of such works the tramcars of the tramways company may pass and repass along the said road without any interruption and the Committee shall during the progress of and until the completion of such works provide such lighting and watching as may be necessary to prevent accident to all persons and vehicles passing along the said road and on the completion of such works the tramways company may at the expense of the Committee restore the said tramways and so much of the road as the tramways company are liable to maintain and repair under the 28th section of the Tramways Act 1870 to as good a state and condition as they were in before the commencement of such works and the Committee shall recoup and indemnify the tramways company against all sums costs and expenses which they may be put to in such restoration and the tramways company may recover from the Committee all such sums costs and expenses as in this section mentioned together with full costs and charges by all and the same means as any simple contract debt.

For the protection of the Manchester Ship Canal Company.

12. The following provisions shall apply and have effect for the protection of the Manchester Ship Canal Company (in this section called the company) (that is to say) :—

(1.) Railway No 1 so far as it affects the property and works of the company shall be constructed throughout in such line within the limits of deviation as shall be reasonably required by the chief engineer for the time being of the company (herein-after referred to as the said chief engineer) and Railway No. 1 where it passes the Bridgewater Canal shall be

constructed at such a level that the top surface of the rails shall not be less than 24 feet below the ordinary water level in the Bridgewater Canal and the tunnel under the Bridgewater Canal shall be so constructed as to admit of an improvement being at any time made in the available depth of water in the Bridgewater Canal to at least 7 feet 6 inches.

(2.) The Committee shall not without in every case the previous consent of the company in writing under their common seal enter upon or interfere with the Bridgewater Canal or other works of the company except so far only as shall be necessary for the purpose of constructing Railway No. 1 as the same is by this Act to be constructed and in any case subject to the provisions of this section.

(3.) With respect to any lands of the company shown upon the deposited plans and described in the deposited books of reference and notwithstanding anything in this Act contained the Committee shall not purchase or take the same but the Committee may purchase and take and the company may and shall sell and grant to them accordingly an easement or right of using the same for the purposes of this Act.

(4.) All the works prescribed or provided for in this section and all other works necessary and incident to the construction of the works by this Act authorised affecting the property and works of the company (all which works are herein-after called the said works) shall be constructed in accordance with the provisions of this section and according to such plans sections and specifications as shall be previously submitted to and reasonably approved in writing by the said chief engineer and the Committee shall not commence the construction of the said works or enter upon or interfere with any lands works or property belonging to or used by the company until such plans sections and specifications have been so submitted and approved: Provided always that if the said chief engineer shall for the period of two months neglect or refuse to approve such plans sections or specifications or shall disapprove them the said works shall be constructed according to plans sections and specifications to be submitted to and approved by an engineer to be agreed upon or in default of agreement to be appointed by the Board of Trade at the request of either the company or the Committee.

(5.) The said works shall be executed by and in all things at the expense of the Committee and under the superintendence and to the reasonable satisfaction of the said chief engineer.

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(6.) The said works shall be constructed and executed so as not to obstruct impede or interfere with the free and uninterrupted and safe use of the Bridgewater Canal or any of the works of the company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Committee shall forfeit and pay to the company the sum of 200*l.* as ascertained damages for every day or part of a day during which such obstruction or interference shall continue.

(7.) During the construction of the said works the Committee shall bear and on demand pay to the Company all reasonable expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by the company for watching the Bridgewater Canal with reference to and during the execution of the said works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Committee or their contractors or any person or persons in the employment of the Committee or their contractors with reference thereto or otherwise.

(8.) Notwithstanding anything in this Act contained the Committee shall be responsible for and make good to the company all costs damages and expenses which may be occasioned to the company or to the Bridgewater Canal or the works thereof or otherwise by reason of the execution or failure of the Committee's railway and the works in connexion therewith or of any act or omission of the Committee or any of the persons in their employ or of their contractors or others and the Committee shall effectually indemnify and hold harmless the company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission.

(9.) Any difference which may arise between the Committee or the several companies forming that Committee on the one hand and the company on the other hand under this section or with reference thereto shall (unless the settlement thereof is otherwise provided for) be from time to time settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 for the settlement of disputes by arbitration.

(10.) The Committee and the company may agree for any variation or alteration in the provisions of this section or in the works in this section provided for or in the manner in which the same shall be executed.

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

For the protection of the corporation of Manchester.

13. The following provisions for the benefit and protection of the mayor aldermen and citizens of the city of Manchester in the county of Lancaster (in this section referred to as the corporation) shall (unless otherwise agreed between the corporation and the Committee) be binding upon the Committee and full effect shall be given thereto viz.:—

(1.) Before any works of the Committee affecting the exercise of the rights and powers of the corporation for the construction of their intended main outfall sewer in the township of Stretford or the construction or the maintenance thereof or any works connected therewith shall be commenced by the Committee a plan and section showing the intended works of the Committee in relation to the said outfall sewer and works of the corporation shall be furnished to the corporation for the sanction and approval of the surveyor of the city of Manchester for the time being (herein-after referred to as the city surveyor) who shall thereupon specify and describe the works requisite to be executed by the Committee for the protection of the said outfall sewer and works and for enabling the same to be constructed and maintained and the works of the Committee shall be executed in accordance with such requirement and not otherwise. Any additional cost to which the corporation may be put in the construction of the said outfall sewer and works in consequence of the works of the Committee by this Act authorised shall be paid to the corporation by the Committee in accordance with the certificate of the city surveyor and all works which the Committee are hereby required to construct shall be maintained by them at their cost.

(2.) Where the railways and works connected therewith pass under or through any road or street within the limits of supply by the corporation of water or gas there shall be left or provided a minimum depth between the surface of such road and the upper side of any works constructed by the Committee available for the present and future mains and pipes of the corporation of not less than 2 ft. 6 in. between the main girders and the surface of the footways and 2 ft. 2 in. between the main girders under the carriageway of such bridge: Provided always that if the corporation shall at any time hereafter desire to lay down in the road on the deposited plans No. 54 in the township of Stretford any gas or water pipes of larger dimensions than can be laid between the surface of such

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road and the upper side of the bridge carrying that road over Railway No. 1 by this Act authorised then the Committee shall at their own cost construct and maintain along one side of that bridge at such a height above the said Railway No. 1 as not to obstruct the working thereof all such works as shall to the reasonable satisfaction of the city surveyor be necessary for carrying the said pipes over the said Railway No. 1.

(3.) The Committee shall be responsible for any accident or damage which may either during the progress of the works of the Committee or at any time hereafter be caused by the bursting breakage or leakage of any sewer or any main or water or gas pipe of the corporation over under or adjacent to the said railway providing such accident or damage be caused by the works of the Committee.

(4.) In the construction of the works authorised by this Act the Committee shall at their own cost construct maintain and provide all such appliances works and arrangements as the city surveyor shall reasonably deem necessary and requisite for preventing or diminishing the risk of injury to the Committee's line and works and person and property thereon which might arise from any bursting leakage or escape of sewage storm water water or gas from any sewer main pipe or other work now or hereafter belonging to the corporation: Provided always that the Committee shall not be required to construct or provide any such appliances works or arrangements beyond the limits of land taken by the Committee or under or over which rights may be acquired by the Committee by virtue of the powers conferred by this Act.

(5.) Whenever in execution of the powers in this Act contained it shall be necessary to alter or interfere with or disturb whether temporary or otherwise any of the gas water or other mains pipes or apparatus belonging to the corporation such alteration in the position or otherwise of any gas water or other main pipe or apparatus together with any additional works necessary for the effectual continuance of the supply of gas or water shall be carried out by and under the direction of the corporation but at the expense in all respects of the Committee: And if it shall be found necessary to fix any syphon in connexion with any gas mains or pipes the Committee shall from time to time on demand pay the costs incurred by the corporation in providing the same and in the working repairing cleansing and maintaining of such syphon.

(6.) All and singular the sum and sums of money herein provided to be paid by the Committee to the corporation may be

recovered by the corporation as a simple contract debt in any court of competent jurisdiction.

(7.) If any question or difference shall at any time arise between the corporation and the Committee touching or concerning any requirement of the city surveyor or any question shall arise between the Committee and the corporation touching any plans or specifications or any works in this section provided to be executed or maintained by the Committee or as to the reasonableness or sufficiency thereof or in reference to the bursting leakage or escape of sewage storm water water or gas from any sewer pipe or other work of the corporation occasioned by the works of the Committee by this Act authorised or by any act or omission of the Committee in connexion therewith such difference shall be settled and determined by the engineer of the Committee and the city surveyor or failing agreement by an engineer to be appointed by the president for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final and conclusive on the parties.

Buildings in Liverpool to be set back in certain cases.

14. If the company shall make on any part of the lands numbered on the deposited plans 1 and 2 in the parish of Liverpool any doors or openings into or from which any goods or merchandise for conveyance by their railways or for delivery shall be received or delivered they shall before constructing any such doors or openings into such street or road set back their wall or building for a space of ten feet for the whole distance along which such doors or openings are made in order that carts or other vehicles may stand thereon while receiving or delivering goods at the said doors or waiting to receive or deliver goods without obstructing such street or road.

For the protection of the estate of Lord Egerton of Tatton.

15. For the protection of the estate of the Right Honorable Wilbraham Baron Egerton of Tatton (herein-after called Lord Egerton of Tatton) and his successors the following provisions shall be binding on the Committee and have full effect notwithstanding anything to the contrary in this Act contained :—

(A.) The Committee shall not under the powers of this Act without the consent in writing of the said Lord Egerton of Tatton or his successors take or acquire for the purposes of Railway No. 1 more land upon the north side of Manchester Road than is coloured pink on a plan signed in duplicate by the Right Honorable the Lord Basing the Chairman of the Select Committee of the House of Lords to whom the Bill for this Act was referred.

(B.) The Committee shall not under the powers of this Act without the consent as aforesaid take or acquire for the pur-

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poses of Railway No. 1 and Railway No. 4 any land south of the Manchester Road other than a strip coloured pink on the said plan on each side of the Manchester South District Branch of the Midland Railway not exceeding thirty-five feet in width between the commencement of those railways and the Manchester Road and they shall not between the points aforesaid construct more than a double line of railway on each side of the said branch of the Midland Railway.

For protection of Samuel Gratrix.

16. The powers of taking land compulsorily vested in the Committee by virtue of this Act shall not be exercised in respect of the land belonging to Samuel Gratrix No. 13 on the deposited plans for the parish of Manchester without the consent of the said Samuel Gratrix or his successors in title except such lands as are coloured pink on a plan signed by the Right Honorable the Lord Basing the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred:

The Committee shall not upon any land acquired compulsorily from Samuel Gratrix erect engine sheds or workshops projecting above the level of the land on the east side of the cutting.

Land for extraordinary purposes.

17. The Committee may take by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 any quantity of land not exceeding three acres but nothing in this Act shall exempt the Committee from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any land taken under the powers of this section.

Restriction on taking houses of labouring class.

18. The Committee shall not under the powers of this Act or under the powers of any former Act revived or extended by this Act without the consent of the Local Government Board purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised as the case may be were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

Defining labouring class.

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

Period for compulsory purchase of lands.

19. The powers of the Committee 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.

20. The railway by this Act authorised shall be completed within five years from the passing of this Act and if the same shall not be completed within that period then on the expiration thereof the powers by this Act granted to the Committee for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Power to take easements &c. by agreement.

21. 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 Committee any easement right or privilege not being an easement of water required for the purposes of this Act 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.

Penalty imposed unless the railway opened.

22. If the Committee fail within the period limited by this Act to complete the railway the Committee shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per cent. on the estimated cost of the works and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the Solicitor to the Treasury and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster General for and on behalf of the Supreme Court in the bank specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Committee was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control: Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty.

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

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Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment, of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Committee by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court thinks fit to order on the application of the Solicitor to the Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the Court if the Committee is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Committee or be otherwise applied as part of the assets of the Committee for the benefit of the creditors thereof.

Application of capital by Committee.

24. The Committee may apply for the purposes of this Act to which capital is properly applicable any moneys under their control or at their disposal and which are not required by them for the purposes for which the same were authorised to be raised.

Railway to be part of undertaking of Committee.

25. The Committee may demand and receive for and in respect of the railway hereby authorised the same tolls and charges as they are from time to time empowered to receive in respect of their existing undertaking and the railway shall in all respects be part of the undertaking of the Committee but shall not be used for the public conveyance of passengers until the Board of Trade has certified that the railway may be so used.

Revival of powers and extension of time for purchase of lands under the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1886.

26. The powers conferred on the Committee by the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1886 for the compulsory purchase of lands for the purposes of the railway described in section 56 of that Act shall be and the same are hereby revived and extended and shall continue in force for a period of two years from the passing of this Act.

Extension of time for completion of railway authorised

27. The time limited by the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1886 for the construction

and completion by the Committee of the railway described in section 56 of that Act and authorised thereby is hereby extended for a period of three years from the twenty-fifth day of September one thousand eight hundred and ninety-one.

by the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1886.

Provision as to general Railway Acts.

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

Expenses of Act.

29. The costs charges and expenses preliminary to and of and incidental to the preparing of applying for and obtaining and passing of this Act shall be paid by the Committee.

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The FIRST SCHEDULE.

THIS AGREEMENT made the 29th day of April 1890 between the Right Reverend John Charles Lord Bishop of Liverpool Edward Whitley Esq. M.P. the Reverend George Edward Tate Francis Beresford Wright Esq. and Clarke Aspinall Esq. J.P. Liverpool trustees of the advowson of the church of St. Andrew in the parish of Liverpool in the diocese of Liverpool (herein-after called "the vendors") of the first part the said John Charles Lord Bishop of Liverpool of the second part the Reverend Grantley Clarke Martin incumbent of the said church of St. Andrew (herein-after called "the said incumbent") of the third part and the Cheshire Lines Committee incorporated by the Cheshire Lines Act 1867 (herein-after called "the purchasers") of the fourth part witnesseth that the vendors by and with the consent of the said Lord Bishop of Liverpool and the said incumbent testified by their being parties to and signing these presents agree to sell and the purchasers agree to purchase for the purpose of their undertaking all that the church of St. Andrew in Renshaw Street in the parish of Liverpool aforesaid with the land upon which the said church stands as the same is now fenced in and marked out at the price of 13,500*l.* upon the following terms and conditions :—

1. The purchasers shall within one month after this contract shall have been confirmed by Parliament as herein-after mentioned pay a deposit at the rate of 10 per cent. of the purchase-money and the purchase shall be completed and the balance of the purchase-money subject to the provision herein-after contained be paid at the office of Messrs. Whitley & Co. 2 Cook Street Liverpool within one month after the new church herein-after mentioned shall have been built and consecrated or otherwise provided.

2. The abstract shall be delivered within three months from the date of the confirmation of this agreement by Parliament and the title shall commence with an indenture of conveyance of the site of the said church from John Gladstone dated 13th December 1815.

3. Objections and requisitions shall be delivered within twenty-one days from the date of delivery of the abstract.

4. The purchasers shall not be entitled to the organ seats or any other of the fittings of the said church and the same shall be used in the said new church herein-after mentioned or disposed of for the benefit thereof or of the endowment thereof (provided that the purchasers shall not under this clause incur any liability as to their disposal).

5. Possession of the said premises shall not be given by the vendors to the purchasers until a new church has been built or provided with and subject to the approval of the vendors upon a site in the diocese of Liverpool to be approved of by the vendors and the Lord Bishop for the time being of Liverpool and the incumbent for the time being of the said church of St. Andrew respectively and such church shall have been duly consecrated and the incumbent for the time being of the said church of St. Andrew shall have been presented thereto if and so far as presentation may be required so that there shall be no interval between the use and occupation of the present church of St. Andrew by the incumbent thereof for the time being and the

use and occupation by him of the new church so to be erected or provided as aforesaid: Provided nevertheless that the date for the completion of the sale and purchase hereby contracted for shall in no case be later than the 1st day of January 1893.

6. The purchasers shall from time to time advance and pay to the vendors or to their order on account of the said purchase-money and whether or not the purchasers shall be satisfied with the deduction of the vendors' title to the said premises such sum or sums of money as shall be certified under the hand of such architect of the new church as may be appointed by the vendors and the said incumbent to be required or be necessary for or on account of the purchase of the said approved site and the building of the said new church in place of the present church of St. Andrew as aforesaid or otherwise in connexion therewith or in relation thereto as aforesaid including any costs charges and expenses of the vendors and the incumbent that may not be paid by the purchasers and the purchasers shall be charged with interest at the rate of five per cent. per annum upon any instalments of purchase-money for the time being remaining unpaid for more than one month from the date of the said architect's certificates respectively until payment and any surplus of the said purchase-money and interest after payment of any necessary expenses incurred by the vendors in providing and consecrating the said new church the assignment of a district thereto or otherwise in carrying into effect the provisions of this agreement or incidental thereto shall be applied and devoted as and for an endowment of the said new church for the benefit of the incumbent thereof and shall be settled or dealt with for that purpose in such manner as the Lord Bishop of Liverpool for the time being shall with the consent of the vendors or other the trustees or trustee for the time being of the advowson and the said incumbent think proper but so that dividends and interest shall be treated as income of the endowment.

7. The said church of St. Andrew is sold to the purchasers for the purpose of being pulled down and the same shall be pulled down and destroyed by the purchasers within a reasonable time after the completion of the purchase and in no case shall the same be used or kept by the purchasers temporarily or otherwise for a warehouse or other purpose whatsoever. The said site when cleared of the said church shall and may be used for the purposes of the undertaking of the purchasers.

8. The vendors shall proceed with all reasonable expedition to select a site and build the new church or otherwise acquire another church and buildings as aforesaid (the certificates of the diocesan architect being duly met and honoured by the purchasers in accordance with the provisions of this agreement) but they shall not be liable or responsible to the purchasers for any neglect default or delay in proceeding with the same to the consecration thereof not arising from their own personal neglect or default: Provided that the period for erecting completing and consecrating the new church or acquiring another church shall in no case be extended beyond the said 1st day of January 1893.

9. All monuments monumental inscriptions stained glass painted windows tablets brasses and memorials of any kind attached or belonging to the said

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church shall be removable by and at the cost of the vendors from the present church of St. Andrew.

10. The purchasers shall after the completion of the purchase at their own cost remove the remains of deceased persons from the church and churchyard of St. Andrew aforesaid subject to regulations to be made by the Lord Bishop of Liverpool for the time being or by one of Her Majesty's principal Secretaries of State for the time being or by faculty of the Consistory Court of the diocese and also subject to the supervision and to the satisfaction of the medical officer of health of the city of Liverpool.

11. The purchasers shall pay to the vendors and other the trustees or trustee for the time being of the said advowson and to the said Lord Bishop of Liverpool and to any other Lord Bishop of Liverpool for the time being and to the said incumbent and also any other incumbent for the time being of the said church of St. Andrew all the reasonable and proper costs charges and expenses of themselves and of their respective legal advisers of and concerning the negotiations for the sale of the said property of St. Andrew's Church as aforesaid the preparation perusal and execution of this contract the deduction evidencing and verification of the vendors' title and the preparation execution carrying through and completion of the conveyance in accordance with the terms of this agreement including all payments and all costs and expenses in connexion with the obtaining of any necessary faculty or faculties of the Consistory Court of the diocese and the consent if necessary of the Ecclesiastical Commissioners or of any other necessary party or parties: Provided always and it is hereby expressly agreed and declared that the amounts to be paid to the said incumbent and any other incumbent for the time being of the said church of St. Andrew shall in no case exceed (1) the sum of fourteen guineas for his costs up to the completion of this agreement and (2) the further sum of fifty guineas for his costs of and in connexion with the carrying out of the terms and conditions of the said agreement.

12. Upon the consecration of the new church so to be erected or provided in lieu of the existing church of St. Andrew hereby contracted to be sold the incumbent for the time being of the now existing church shall without any further nomination admission licence or institution be and become the incumbent of the new church and his estate and interest in the church hereby contracted to be sold shall thereupon absolutely cease and determine without any written consent of the said incumbent being necessary. The perpetual right of patronage and presentation of and to the said new church shall be vested in the vendors or their successors in title in the same manner and for the same purposes as the said advowson is now vested in the vendors.

13. The Committee will in the present or next Session of Parliament at their own costs in all respects apply to Parliament for the confirmation of this agreement and the said Lord Bishop and the vendors and the said incumbent consenting and concurring the Committee will use their best endeavours to procure the sanction of Parliament thereto.

14. Except as to the payment of the costs charges and expenses of the Lord Bishop of Liverpool and the vendors and the said incumbent incident to the preparing settling executing and confirming of this agreement which are in

any event to be paid by the Committee this agreement shall be subject to and conditional upon the confirmation thereof by Parliament and to such alterations as Parliament may think fit to make therein but if any material alteration be made therein either party may elect to vacate this agreement.

As witness the hands of the parties of the first second and third parts and the common seal of the Cheshire Lines Committee.

Witness to the signature of the Right Rev. John Charles, Bishop of Liverpool.
R. Alfred Hampson,
Solicitor, Liverpool.
} J. C. LIVERPOOL.

Witness to the signature of the said Edward Whitley, Esq., M.P.
Saml. Teed,
27, Abingdon Street,
Westminster.
} EDWD. WHITLEY.

Witness to the signature of the said Rev. George Edward Tate.
Saml. Teed,
27, Abingdon Street,
Westminster.
} G. E. TATE.

Witness to the signature of the said Francis Beresford Wright, Esquire.
Saml. Teed,
27, Abingdon Street,
Westminster.
} F. BERESFORD WRIGHT.

Witness to the signature of the said Clarke Aspinall, Esquire.
R. Alfred Hampson.
} CLARKE ASPINALL.

Witness to the signature of the said Rev. Grantley Clarke Martin.
R. Alfred Hampson.
} GRANTLEY CLARKE MARTIN.

The common seal of the said Cheshire Lines Committee was hereunto affixed in the presence of

ED. ROSS,
Secretary.

Seal.

A.D. 1890.

The SECOND SCHEDULE.

In pursuance and subject to the provisions of the Cheshire Lines Act 1890 the Right Reverend the Lord Bishop of the diocese of Liverpool and trustees of the church of St. Andrew in the parish and diocese of Liverpool and the incumbent of the said church in consideration of the sum of 13,500*l.* paid to them by the Cheshire Lines Committee do hereby convey and assign unto the Cheshire Lines Committee their successors and assigns all those the lands and buildings known as St. Andrew's Church in Renshaw Street in the parish of Liverpool aforesaid with the churchyard or burial ground belonging thereto and shown on the deposited plans referred to in the said Act and numbered thereon 1 and 2 in the parish of Liverpool and they the said Cheshire Lines Committee do hereby accept the same accordingly.

In witness whereof the said Lord Bishop and the trustees and incumbent have set their hands and seals and the said Cheshire Lines Committee their common seal this day of 189 .

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