CHAPTER xcvi.

An Act to authorise the construction of new works and the acquisition of lands by the Great Central Railway Company in connexion with their undertaking the construction of new railways by the Cheshire Lines Committee and the Seaforth and Sefton Junction Railway Company respectively and the acquisition of lands by the Great Western and Great Central Railways Joint Committee and the Manchester South Junction and Altrincham Railway Company respectively in connexion with their respective undertakings the acquisition by the Great Central Railway Company of the undertakings of the Wrexham Mold and Connah's Quay and Buckley Railway Companies and for other purposes. A.D. 1904.

[22nd July 1904.]

WHEREAS it is expedient that the Great Central Railway Company (herein-after called "the Company") should be authorised to construct the new lock entrance to their docks at Grimsby and the several road works in the county of Chester and in the west riding of the county of York herein-after described:

And whereas it is expedient that the Company should be authorised to acquire hold and use for the purposes of their undertaking the additional lands herein-after described in the counties of Buckingham Chester Nottingham and York (West Riding) respectively:

And whereas it is expedient that the Cheshire Lines Committee in which the Company are interested as joint owners should be authorised to construct the railways and execute the works herein-after described in the urban district of Stretford in the county of Lancaster:

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And whereas the Seaforth and Sefton Junction Railway Company (herein-after referred to as "the Seaforth Company") are by the Seaforth and Sefton Junction Railway Act 1903 authorised to construct certain railways connecting the railway of the Liverpool Overhead Railway Company at Seaforth with the Southport and Cheshire Lines Extension Railway which is leased to and worked by the said Cheshire Lines Committee:

And whereas the railway of the Seaforth Company if deviated and constructed within the limits of deviation by this Act authorised will provide an important link of communication between the railways of the Company and the docks of the Mersey Docks and Harbour Board:

And whereas it is expedient and will be for the public advantage that the Seaforth Company should be authorised to construct the new and deviation railways by this Act authorised and to raise additional capital and that the Company should be authorised to subscribe to and appoint directors of the Seaforth Company and to exercise the other powers herein-after conferred upon them with respect to the railways and undertaking of the Seaforth Company:

And whereas it is expedient that the Great Western and Great Central Railways Joint Committee and the Manchester South Junction and Altrincham Railway Company respectively should be authorised to acquire the additional lands herein-after described and hold and use the same for the purposes of their respective undertakings:

And whereas it is expedient that the times limited by Acts relating to the Company the Manchester South Junction and Altrincham Railway Company the Great Western and Great Central Railways Joint Committee the North Wales and Liverpool Committee and the Liverpool St. Helens and South Lancashire Railway Company for the compulsory purchase of lands and the completion of railways should be extended and that further powers as in this Act mentioned should be conferred on those companies and committees:

And whereas by the Wrexham Mold and Connah's Quay Railway Act 1862 the Wrexham Mold and Connah's Quay Railway Company (herein-after called "the Wrexham Company") were incorporated and under the powers of that Act and of the following Acts or some of them (that is to say):—

The Wrexham Mold and Connah's Quay Railway (Extension) Act 1864;

The Wrexham Mold and Connah's Quay Railway (Extension) Act 1865;.

The Wrexham Mold and Connah's Quay Railway (Dee Valley Branch) Act 1865;

The Wrexham Mold and Connah's Quay Railway (Extensions) Act 1866;

The Wrexham Mold and Connah's Quay Railway (Additional Powers) Act 1866;

The Wrexham Mold and Connah's Quay Railway (Additional Capital) Act 1866;

The Wrexham Mold and Connah's Quay Railway (Extension of Time) Act 1867;

The Wrexham Mold and Connah's Quay Railway (Arrangement) Act 1869;

The Wrexham Mold and Connah's Quay Railway Company's Act 1873;

The Wrexham Mold and Connah's Quay Railway Act 1882;

The Wrexham Mold and Connah's Quay Railway Act 1883;

The Wrexham Mold and Connah's Quay Railway (Capital Arrangements) Act 1883; and

The Wrexham Mold and Connah's Quay Railway Act 1888;

the Wrexham Company have constructed railways from Wrexham in the county of Denbigh to Buckley Junction Hawarden and Connah's Quay on the River Dee in the county of Flint with numerous branches serving the North Denbighshire and Flintshire clay and coal fields:

And whereas by the Buckley Railway Act 1860 the Buckley Railway Company were incorporated and were authorised to make a railway from Buckley in the county of Flint to Connah's Quay on the River Dee with a branch therefrom to the Chester and Holyhead Railway of the London and North Western Railway Company:

And whereas by the Wrexham Mold and Connah's Quay Railway Company's Act 1873 the undertaking of the Buckley Railway Company was vested in the Wrexham Company by way of lease for a term of one thousand years from the thirtieth day of June one thousand eight hundred and seventy-three in consideration of the payment of the annual sums in that Act mentioned:

And whereas by the Manchester Sheffield and Lincolnshire Railway (Chester to Connah's Quay) Act 1884 the Company were authorised to make a railway from Chester to Connah's Quay joining the railways of the Wrexham Company and to run over

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and use the railways of the Wrexham Company and by that Act and the Manchester Sheffield and Lincolnshire Railway (Various Powers) Act 1891 the Company were authorised to subscribe to the undertaking of the Wrexham Company:

And whereas by the Wirral Railway Transfer Act 1889 (herein-after referred to as "the Wirral Act of 1889") the Company and the Wrexham Company were authorised to take over jointly a portion of the railways of the Wirral Railway Company extending from Birkenhead to Hawarden Bridge in the county of Chester in certain events in that Act described and for that purpose to raise by the issue of shares the sum of three hundred and fifty thousand pounds and by borrowing the sum of one hundred and sixteen thousand six hundred and fifty pounds:

And whereas in pursuance of the last recited provisions the said railways of the Wirral Railway Company under the designation of "the Wirral Railways" were duly transferred to the Company and the Wrexham Company and provision was made for the maintenance and working of the said railways by a committee called the Wirral Railways Committee representing the Company and the Wrexham Company:

And whereas by the Manchester Sheffield and Lincolnshire Railway Act 1895 the name of the Wirral Railways Committee was changed to "the Dee and Birkenhead Committee" and by the Manchester Sheffield and Lincolnshire Railway Act 1896 the said Committee were incorporated and renamed "The North Wales and Liverpool Railway Committee" and were authorised to maintain and work the said Wirral Railways as the joint undertaking of the Company and the Wrexham Company:

And whereas it was provided by section 4 of the Wirral Act of 1889 that the Company and the Wrexham Company should be jointly and severally liable to pay to the Wirral Railway Company the whole of the purchase moneys for the transfer of such portion as aforesaid of the Wirral Railways and that in the event of either the Company or the Wrexham Company paying the whole of such moneys such Company should be entitled to recover a moiety thereof from the other Company:

And whereas the Wrexham Company having failed to pay their moiety of the said purchase moneys the Company paid to the Wirral Railway Company the whole of the purchase price and on the fifth day of August one thousand eight hundred and ninety seven the Company obtained a judgment against the Wrexham Company for the payment of the Wrexham Company's moiety of the purchase money so paid:

And whereas the Wrexham Company did not issue their moiety of the capital of three hundred and fifty thousand pounds authorised by the Wirral Act of 1889 and no part of the said sum of one hundred and sixteen thousand six hundred and fifty pounds has been borrowed but the said portion of the Wirral Railway having been purchased and the works therefor carried out at the entire expense of the Company it is expedient that the Company should be authorised to exercise the borrowing powers granted as aforesaid:

And whereas by section 34 of the Wirral Act of 1889 provision was made for the raising of monies required by the North Wales and Liverpool Railway Committee for the purpose of completing the Wirral Railways and carrying on the business of the undertaking vested in the said Committee and calls were made upon the Company and the Wrexham Company in pursuance of that section for payment of the said moneys in moieties by each Company respectively and the Wrexham Company having failed to make such payments the Company provided the money required to meet the Wrexham Company's moiety which money now remains a debt due from the Wrexham Company to the Company amounting with the interest now due thereon to a sum of four hundred and fifty-seven thousand two hundred and eighty-four pounds and upwards:

And whereas in the month of September one thousand eight hundred and ninety-seven a receiver and manager of the undertaking of the Wrexham Company was appointed under the Railway Companies Act 1867 at the instance of the Company:

And whereas the First and Third Schedules to this Act contain particulars of the capitals issued by the Wrexham Company and the Buckley Railway Company respectively and the Second Schedule to this Act contains a statement of the creditors of the Wrexham Company:

And whereas the interest on the debenture stocks of the Wrexham Company is in arrear and their works and rolling stock are in need of extensive repair and renewal but the Wrexham Company by reason of their pecuniary position are unable to make good the same or otherwise to carry on their undertaking with efficiency:

And whereas it is expedient and would be for the public advantage that the undertakings of the Wrexham Company and the Buckley Railway Company should be transferred to and vested in the Company and be maintained and managed by the Company as part of their undertaking:

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And whereas the transfer of the undertakings of the Wrexham Company and the Buckley Railway Company upon the terms and conditions herein-after set forth has been approved in writing by three-fourths in value of the holders of the several classes of debenture stock and preference stocks of the Wrexham Company and by three-fourths in value of the holders of the preference stock of the Buckley Railway Company :

And whereas the greater part of the Wirral Railways has been completed by the North Wales and Liverpool Railway Committee at the sole expense of the Company :

And whereas it is expedient that the Company should be authorised to raise a further amount of second debenture stock in order to provide for the purchase and improvement of the undertakings of the Wrexham Company and the Buckley Railway Company and for the completion of the authorised railways of the North Wales and Liverpool Railway Committee as by this Act transferred to and vested in the Company :

And whereas by the Humber Commercial Railway and Dock Act 1901 the Humber Commercial Railway and Dock Company (herein-after called "the Humber Dock Company") were authorised to construct a dock and works at Great Grimsby and railways connecting the same with the railways of the Company :

And whereas by the Humber Commercial Railway and Dock Act 1904 the Humber Dock Company are empowered to abandon their said authorised dock and railways and to construct in lieu thereof a dock and works at Immingham and railways connecting the same with the railways of the Company by a junction at Ulceby :

And whereas by the Humber Commercial Railway and Dock Act 1901 the Humber Dock Company are authorised to grant to the Company a lease of their undertaking for the term of nine hundred and ninety-nine years :

And whereas it is expedient that provisions should be made as by this Act authorised for ensuring the completion of the said undertaking of the Humber Dock Company :

And whereas in pursuance of the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1884 the Company have by an agreement dated the nineteenth of April one thousand eight hundred and eighty-four leased from the Cleethorpes Promenade Pier Company (herein-after called "the pier company") the undertaking known as Cleethorpes Pier for a period of nine hundred and ninety-nine years from the first day of October one thousand eight hundred and eighty-four :

And whereas by the said agreement it was provided that the annual rent payable by the Company to the pier company might be commuted :

And whereas it is expedient that the Company should be authorised to apply their capital towards commuting the said rent and in purchasing the reversion of the pier undertaking :

And whereas with that intent the whole of the shares in the undertaking of the pier company have been purchased and acquired on behalf of the Company and transferred to trustees for the Company and the whole of the shares in the pier company now stand in the names of the said trustees the full ad valorem stamp duty on the transfers of such shares having been paid thereon :

And whereas it is expedient that the purchase of the said shares on behalf of the Company should be confirmed and that the lands buildings pier property and effects and generally the undertaking of the pier company should be vested in the Company and that they be authorised to maintain and manage the undertaking of the pier company and that the pier company should be dissolved :

And whereas plans and sections showing the lines and levels of the railways and works authorised by this Act and also books of reference thereto containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes of the works authorised by this Act and plans of the other lands by this Act authorised to be taken compulsorily with books of reference thereto were duly deposited with the respective clerks of the peace for the counties of Chester Lancaster Lincoln (parts of Lindsey) and York (West Riding) and are herein-after respectively referred to as the deposited plans sections and books of reference :

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

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

Part I.

Preliminary.

Short title.

1. This Act may be cited as the Great Central Railway Act 1904.

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Division of Act into parts.

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

Part I.—Preliminary.

Part II.—New works and additional lands for Great Central Railway Company.

Part III.—New railways and works for Cheshire Lines Committee.

Part IV.—New railways and works for Seaforth and Sefton Junction Railway Company.

Part V.—Additional lands for Great Western and Great Central Railways Joint Committee.

Part VI.—Additional lands for Manchester South Junction and Altrincham Railway Company.

Part VII.—General provisions relating to works and lands.

Part VIII.—Extensions of time.

Part IX.—Transfer of Wrexham Mold and Connah's Quay Buckley and North Wales and Liverpool Railways.

Part X.—Capital &c.

Part XI.—Miscellaneous.

Incorporation of Acts.

3. The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) Part II. (relating to extension of time) Part III. (relating to working agreements) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act :

Provided that for the purposes of the said Acts the dock works and road works by this Act authorised shall be deemed to be parts of a railway.

Interpretation.

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

"The Company" means the Great Central Railway Company ;

"The Altrincham Company" means the Manchester South Junction and Altrincham Railway Company;

"The Buckley Company" means the Buckley Railway Company;

"The Humber Dock Company" means the Humber Commercial Railway and Dock Company incorporated by the Humber Commercial Railway and Dock Act 1901;

"The Humber Dock Acts" means the Humber Commercial Railway and Dock Acts 1901 and 1904;

"The North Wales Committee" means the North Wales and Liverpool Railway Committee;

"The Seaforth Act" means the Seaforth and Sefton Junction Railway Act 1903;

"The Seaforth Company" means the Seaforth and Sefton Junction Railway Company incorporated by the Seaforth Act;

"The Wrexham Company" means the Wrexham Mold and Connah's Quay Railway Company;

"The date of transfer" means the first day of January one thousand nine hundred and five;

"The Wirral Act of 1889" means the Wirral Railway Transfer Act 1889;

"The Act of 1900" means the Great Central Railway Act 1900;

"High-water mark" and "low-water mark" mean respectively high-water mark and low-water mark of ordinary spring tides Admiralty datum.

Part II.

New Works and Additional Lands for Great Central Railway Company.

Power to Company to make dock works at Grimsby.

5. Subject to the provisions of this Act the Company may make and maintain in the lines or situation and according to the levels and within the limits of deviation shown on the deposited plans and sections the dock works herein-after described and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes or for the general purposes

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of their undertaking The dock works herein-before referred to and authorised by this Act are—

In the county of Lincoln (parts of Lindsey)—

(1) A lock entrance to the Fish Dock No. 1 situated wholly in the parish and borough of Grimsby between a point on the northern side of the said Fish Dock four chains or thereabouts measured in an easterly direction from the north-western corner of the said dock and a point on the bed of the River Humber one and a half chains or thereabouts measured in a northerly direction from the south bank of the river and at right angles thereto and one chain or thereabouts measured in an easterly direction from the timber pier on the eastern side of the existing entrance to the said dock and at right angles thereto :

(2) An entrance channel to the said lock entrance situated wholly in the parish and borough of Grimsby commencing at a point in the bed of the River Humber between high and low water marks of ordinary spring tides one and a half chains or thereabouts measured in a northerly direction from the south bank of the river and at right angles thereto and one chain or thereabouts measured in an easterly direction from the timber pier on the eastern side of the existing entrance to the No. 1 Fish Dock and at right angles thereto and terminating at a point in the River Humber one chain or thereabouts beyond the low-water mark of ordinary spring tides and distant eleven and a half chains or thereabouts measured in a north-easterly direction from the said point of commencement :

(3) A pier or jetty No. 1 wholly in the parish and borough of Grimsby commencing at the north-western corner of the proposed lock entrance as aforesaid and terminating by a junction with the existing pier on the eastern side of the present entrance to the No. 1 Fish Dock at a point five chains or thereabouts measured along the said pier in a northerly direction from its southern or landward end :

(4) A pier or jetty No. 2 wholly in the parish and borough of Grimsby commencing at the north-eastern corner of the lock entrance aforesaid running thence in a

north-easterly direction and terminating at a point in the River Humber two chains or thereabouts south of low-water mark of ordinary spring tides and distant three and a half chains or thereabouts measured in a north-easterly direction from the northern or seaward end of the existing pier on the eastern side of the present entrance to No. 1 Fish Dock.

Company may make subsidiary dock works.

6. The Company may in connexion with and for the purposes of the dock works by this Act authorised exercise all or any of the powers and carry into effect all or any of the objects following (that is to say) :—

(1) They may take and divert into and use for the purposes of the dock works the waters of the River Humber :

(2) They may deepen dredge scour cleanse widen alter and improve the entrance and approaches to the lock entrance and the bed channel and foreshore of the River Humber to such extent and in such manner as shall be approved by the Humber Conservancy Commissioners (in this section called "the commissioners") or by an arbitrator to be agreed upon or in default of agreement to be appointed in manner provided by the section of this Act of which the marginal note is "For protection of Humber Conservancy Commissioners" and the Company may use and appropriate any materials so dredged or removed and such material excavated or dredged by them from time to time from the Humber or from any part of the dock works as they are unable to use in their works they shall either deposit above high-water mark or shall deposit in such places and situations within the limits of the jurisdiction of the commissioners as the commissioners shall from time to time direct or if the commissioners shall so require shall carry the same out to sea :

Provided that the Company shall before commencing any such dredging deliver to the commissioners plans and sections defining the nature extent and manner of the dredging which the Company propose to carry out and if the commissioners shall not within two calendar months after the delivery of such plans and sections approve the same any question as to the dredging proposed to be carried out by the Company shall be referred to the said

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arbitrator and the Company shall not carry out such dredging otherwise than in accordance with such plans and sections and in such manner as may be approved by the commissioners or by such arbitrator as the case may be Provided that nothing herein contained shall be construed to require the Company to deliver to the commissioners plans and sections in respect to any dredging required only for the purpose of maintaining the depth of water shown on the plans and sections previously approved under this section:

(3) They may make and maintain upon lands acquired by them under the provisions of this Act all necessary and convenient railways tramways rails sidings junctions signals bridges approaches roads gates warehouses sheds buildings yards quays wharves wharf-walls retaining walls river walls embankments telegraphic and telephonic works waterworks pumps pipes sewers drains culverts sluices jetties groynes shipping-places landing-places walls staiths stairs stages gantries machinery lifts hoists drops dolphins moorings buoys beacons and other works buildings appliances and conveniences:

Provided that any telegraphic or telephonic works made or maintained under the authority of this Act shall not be used for the purpose of transmitting telegrams which are within the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869.

Power to deviate in construction of dock works.

7. Subject to the provisions of this Act the Company may within the limits of deviation defined on the deposited plans deviate from the line or situation of the dock works as marked on the deposited plans but so that no part of such works shall be constructed beyond those limits and may also deviate from the levels shown on the deposited sections to an extent not exceeding seven feet Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade and of the Humber Conservancy Commissioners.

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

8.—(1) The Company shall not under the powers of this part of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified

in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals.

(2) If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost and charge of the Company and the amount of such cost and charge shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

Lights during construction.

9. The Company shall at or near the works below high-water mark authorised by this part of this Act during the whole time of the constructing altering or extending the same exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade require or approve and if the Company fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Lights after completion of works.

10. The Company shall at the outer extremity of their works below high-water mark authorised by this part of this Act exhibit and keep burning from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Corporation of the Hull Trinity House shall direct and if the Company fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Life buoys to be kept

11. The Company shall at all times keep at the outer extremity of each of the piers or jetties authorised by this part of this Act and at reasonable distances along such piers or jetties a sufficient number of life buoys and life lines in good order and fit and ready for use.

Survey of works by Board of Trade.

12. If at any time the Board of Trade deem it expedient for the purposes of this part of this Act to order a survey and examination of a work constructed by the Company on in over through or across tidal lands or tidal water or of the intended site of any such work the Company shall defray the expense of

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the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

Abatement of work abandoned or decayed.

13. If any of the works constructed by the Company under the powers of this part of this Act on in over through or across tidal lands or tidal waters are abandoned or suffered to fall into decay the Board of Trade or the Humber Conservancy Commissioners may abate and remove the same or any part of them and restore the site thereof to its former condition at the expense of the Company and the amount of such expense if incurred by the Board of Trade shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily or if incurred by the Humber Conservancy Commissioners shall be a debt due to the said commissioners and be recoverable summarily.

Provision against danger to navigation.

14. In case of injury to or destruction or decay of the dock works or any part thereof the Company shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Corporation of the Hull Trinity House and shall apply to that corporation for directions as to the means to be taken and the Company shall be liable to a penalty not exceeding ten pounds for every calendar month during which they omit so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

For protection of Humber Conservancy Commissioners.

15. For the protection of the Humber Conservancy Commissioners (in this section called "the commissioners") the following provisions shall have effect (that is to say):—

(1) The piers or jetties Nos. 1 and 2 hereby authorised to be constructed shall be completed within four years from the commencement thereof and shall for ever afterwards be maintained and kept in good and proper repair by and at the expense of the Company:

(2) Before commencing the construction of any of the dock works by this Act authorised to be constructed on the foreshore or bed of the Humber plans sections and specifications showing the mode of construction thereof shall be furnished by the Company to the clerk of the commissioners and the approval of the commissioners to such plans sections and specifications or in case of difference the approval of the arbitrator to be appointed as herein-after provided

shall in each case be obtained by the Company before commencing the work and all such works shall be executed to the reasonable satisfaction of an engineer to be appointed by the commissioners :

(3) All temporary structures in the Humber which may be necessary to enable the dock works by this Act authorised to be constructed shall be constructed to the reasonable satisfaction in all respects of an engineer appointed by the commissioners in accordance with plans to be submitted to and approved by the commissioners before the commencement of any such temporary structures and so as not to interfere more than may be necessary with the navigation of or the traffic on the Humber and after the purpose for which such temporary structures were constructed has been accomplished the Company shall with all despatch or after fourteen days notice in writing thereafter from the commissioners so to do remove any such temporary structures or any materials for the same which may have been placed in the Humber by the Company and on their failing to do so the commissioners may remove the same charging the Company with the expense of so doing and the Company shall forthwith repay to the commissioners all expenses so incurred :

(4) If during the construction of the dock works authorised by this part of this Act or of any temporary structures in connexion therewith respectively or within twelve months after the completion of the dock works or after the removal of such temporary structures and in consequence of the construction of such works or temporary structures any accumulation of silt or other material shall be created in the Humber which shall cause an impediment to the free navigation of the Humber the Company shall remove such accumulation of silt or other material and if they refuse or fail to do so the commissioners may themselves cause the work to be done and may recover from the Company the reasonable cost thereof :

(5) The Company shall provide and maintain on the insides of the piers or jetties Nos. 1 and 2 and at convenient distances from each other proper and sufficient flights of landing-steps adjoining the Humber in manner and position to be approved by the commissioners for the

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convenience of persons landing thereat or embarking therefrom Sufficient life buoys and life lines for the purposes of saving life shall be attached to each such landing-place and shall be kept in good repair and ready for use to the satisfaction of the commissioners :

(6) The commissioners and all or any of their officers and servants in the execution of their duties under the Humber Conservancy Acts 1852 to 1899 shall at all times have free ingress passage and egress to or along and on and from the dock works or any works and conveniences connected therewith and the Company shall not be entitled to charge the commissioners with any way-leaves rates or tolls in respect of the exercise by them and their officers and servants of such ingress passage and egress :

(7) In the event of any question or difference arising between the commissioners and the Company under any of the provisions of this section such question or difference shall be referred to an arbitrator to be appointed by the Board of Trade on the application of the Company or of the commissioners :

(8) Nothing contained in this Act shall prejudice or alter or be deemed to prejudice or alter any of the provisions of the Humber Conservancy Acts 1852 to 1899 nor any of them or any title of the commissioners in to or over any lands or foreshore held or acquired by them under the said Acts or any of them or under any lease or agreement made under the powers thereof or confirmed thereby or any other of the rights powers privileges or authorities of the commissioners.

For protection of Great Northern Railway Company.

16. The docks works and subsidiary dock works mentioned or referred to in the sections of this Act the marginal notes whereof respectively are "Power to Company to make dock works at Grimsby" and "Company may make subsidiary dock works" shall be deemed to be part of the docks and the railways therein and the works and conveniences connected therewith and the appurtenances thereto within the meaning of the Great Northern Railway (Communication with Manchester Sheffield and Lincolnshire Railway) Act 1851 section 14 the West Riding and Grimsby Railway (Transfer) Act 1866 sections 31 and 33 and the agreement scheduled to and confirmed by the order of the Court of the Railway and Canal Commission dated the 10th day of August 1900

and made in a matter in which the Great Northern Railway Company were applicants and the Company were defendants. A.D. 1904.

Saving rights of Crown.

17. Nothing in this part of this Act contained shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to the King's most Excellent Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose (which consent such commissioners and such board are hereby respectively authorised to give) neither shall anything herein contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the King's Majesty.

Further provisions saving rights of Crown.

18. Section 28 (Exemption of vessels in Her Majesty's or the public service from rates) and section 99 (Saving as to rights of Crown Admiralty &c.) of the Harbours Docks and Piers Clauses Act 1847 are hereby incorporated with and form part of this part of this Act.

Saving rights of Trinity House Deptford Strond.

19. Nothing in this Act contained shall prejudice or affect the rights and privileges of the Corporation of Trinity House of Deptford Strond.

Power to Company to make road works.

20. Subject to the provisions of this Act the Company may make in the lines or situation and according to the levels and within the limits of deviation shown on the deposited plans and sections the road works herein-after described and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes or for the general purposes of their undertaking The road works herein-before referred to and authorised by this Act are—

In the county of Chester—

(1) An alteration of levels (No. 1) in the borough of Dukinfield of—

(A) The public carriage road known as Astley Street leading from Dukinfield to Stalybridge between two points respectively distant about seven

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chains to the south and two chains to the north from the centre of the bridge carrying the said road over the Great Central Railway ;

(b) The public carriage road known as Ashton Street leading from Dukinfield to Stalybridge between two points respectively distant about eight chains to the south and one chain to the north from the centre of the bridge carrying the said road over the Company's Peak Forest Canal :

In the county of York (West Riding)—

(2) An alteration of the levels (No. 2) of the public carriage road in the borough of Rotherham and parish and urban district of Greasborough known as Rawmarsh Road leading from Rotherham to Parkgate in the above-named borough and urban district between two points respectively distant about six chains to the south-west and two and a half chains to the north-east from the centre of the bridge carrying Rawmarsh Road over the Great Central Railway :

(3) A diversion of so much of the public highway in the parish of Sprotborough in the rural district of Doncaster leading from Sprotborough to Doncaster as lies between two points distant respectively two chains and twenty-nine chains measured along the said road in a north-easterly direction from the junction of Newton Lane with the said road.

Inclination of roads.

21. In altering for the purposes of this Act the road next herein-after mentioned the Company may make the same of any inclination not steeper than the inclination herein-after mentioned (that is to say) :—

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
		Alteration of Levels No. 1.	
3	Dukinfield -	Public road -	1 in $15\frac{1}{4}$

And notwithstanding anything shown upon the deposited plans and sections the Company shall not make the gradient of the road numbered 4 on the deposited plans in the parish of Dukinfield of a steeper gradient than 1 in 30.

Power to alter steps areas cellars &c.

22. The Company may within the limits of deviation defined on the deposited plans for the purposes of and in connexion with the road works by this Act authorised raise sink or otherwise alter or cause to be altered the position of any steps areas cellars cellar flaps gratings and fencings and may remove all other obstructions so as the same be done with as little delay and inconvenience as the circumstances of the case will admit and the Company shall make reasonable compensation to any person who suffers damage by such alteration.

Repeal of certain powers of Manchester Sheffield and Lincolnshire Railway Act 1883.

23. Section 4 (Power to make railways and other works) of the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1883 in so far as it authorises the Company to construct the works (8) and (9) in that section described and section 19 (For the protection of the Dukinfield Local Board) of the said Act are hereby repealed.

For protection of Dukinfield Corporation.

24. In altering the lines and levels of Astley Street and Ashton Street in Dukinfield aforesaid by this Act authorised the following provisions shall apply for the protection of the mayor aldermen and burgesses of the borough of Dukinfield (in this section called "the corporation") (that is to say):—

(1) The bridge for carrying Astley Street aforesaid over the railway of the Company and the bridge for carrying Ashton Street in Dukinfield aforesaid over the canal of the Company as also so much of the approach roads thereto as lie within the limits of deviation shown on the deposited plans shall respectively be of the full width in every part thereof of not less than forty-two feet:

(2) The Company shall construct and maintain to the reasonable satisfaction of the corporation footpaths of at least seven feet in width on each side of the said streets as far as they are by this Act authorised to be altered and the roadways of the said streets shall be formed and maintained by the Company so that the surface thereof shall form a regular curve bearing an extreme height at the centre or crown of the roadway of not more than four inches:

(3) The parapets of the said bridges respectively and so far on each side of the approach roads thereto as shall abut upon the lands of the Company shall be built and maintained by the Company of brick or stone of a height of at least six feet above the surface of the footpath to the said approach roads:

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(4) So much of the said streets called Ashton Street and Astley Street respectively as shall be altered or interfered with under the authority of this Act shall be levelled formed sewered drained paved and flagged and for ever after be maintained to the reasonable satisfaction of the corporation by and at the expense of the Company or if the corporation so desire then the said last-mentioned works shall be done executed and carried out by them and in that case the Company shall and will on demand repay to the corporation all the costs and expenses thereof:

(5) The agreement made between the Company and the corporation and set forth in the Fifth Schedule to this Act is hereby confirmed and made binding on the Company and the corporation:

(6) If any difference shall arise between the Company and the corporation either as to the works to be constructed in pursuance of the foregoing provisions in this section or the manner of constructing the same or the costs to be paid by the Company or as to anything arising out of the aforesaid agreement the matter in dispute shall from time to time be referred to and be determined by an engineer to be agreed upon or failing agreement by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers.

For protection of Corporation of Rotherham.

25. For the protection of the mayor aldermen and burgesses of the county borough of Rotherham (in this section called "the corporation") the following provisions shall unless otherwise agreed in writing between the Company and the corporation apply and have effect with respect to the road work alteration of levels No. 2 of the public carriage road in the said county borough and parish and urban district of Greasborough known as the Rawmarsh Road by this Act authorised (that is to say):—

(1) The inclination of so much of the said road as is situate within the said county borough shall not when altered be steeper than one foot in twenty-three feet:

(2) The Company shall not commence any works which shall cause any diversion of or interfere with the traffic on Rawmarsh Road within the said county borough without first making such arrangements for the passage

of traffic as the surveyor to the corporation shall reasonably require :

(3) Whenever in the execution of the works it shall be necessary to alter or interfere with or disturb any of the gas water or other mains or pipes belonging to the corporation any work necessitated by such alteration interference or disturbance or otherwise and any additional work 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 Company :

(4) When the Company have completed the construction of the said road work the corporation shall at their own expense for ever thereafter maintain the portion thereof lying within the said county borough as a public highway :

(5) Upon completion of the construction of the said road work the cost of and incidental to constructing the portion of the said road work lying within the said county borough shall be ascertained and certified by the borough surveyor and the principal engineer of the Company and if and whenever a tramway or light railway shall be constructed upon or over the bridge carrying the Rawmarsh Road over the canal of the Sheffield and South Yorkshire Navigation Company by the corporation or by any other local authority company or person with the consent of the corporation the corporation shall pay to the Company the cost ascertained and certified as aforesaid :

(6) The corporation shall provide free of charge to the Company so much land of the corporation lying on the east side of Rawmarsh Road as shall be sufficient to enable the Company to strengthen their retaining wall adjoining such land :

(7) The corporation shall at their own expense simultaneously with the raising by the Company of Rawmarsh Road make such alterations in the existing tramway lines of the corporation as the corporation may deem necessary or expedient in order to meet the altered inclination of the road or otherwise :

(8) In case of any difference arising between the Company and the corporation with respect to any of the matters

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in this section contained such difference shall be settled and determined by an engineer to be appointed in default of agreement on the application of either party by the President of the Institution of Civil Engineers.

For protection of West Riding County Council.

26. The alteration of the level of the Rotherham and Swinton main road in the urban district of Greasborough shall be so made that the altered portions of that road shall not on any part thereof have a steeper gradient than one in forty Provided that the Company shall only be liable to maintain and repair so much of the said road so altered as would be equal to the extent of alteration necessary to provide a gradient of one in thirty.

For protection of Doncaster Rural District Council.

27. For the protection of the Doncaster Rural District Council (in this section referred to as "the council") the following provisions shall unless otherwise agreed between the Company and the council apply and have effect :—

(1) The Company in diverting the public highway in the parish of Sprotborough in the rural district of Doncaster authorised by this Act shall carry out such diversion according to the plan signed in duplicate by the Right Honourable the Earl of Belmore Chairman of the Select Committee of the House of Lords to whom the Bill for this Act was referred of which plan one copy has been deposited in the Office of the Clerk of the Parliaments of the House of Lords and the other in the Private Bill Office of the House of Commons :

(2) The said diverted road when completed to the reasonable satisfaction of the council's surveyor and the quick hedges to be planted by the Company on each side of the said road shall be taken over and maintained by the council.

Power to Company to acquire additional lands.

28. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may for the general and other purposes connected with their undertaking enter upon take use and appropriate the lands herein-after mentioned delineated upon the deposited plans and described in the deposited books of reference and may exercise the other powers in relation thereto herein-after mentioned (that is to say) :—

In the county of Chester—

Certain lands in the borough of Dukinfield bounded on the north by the Great Central Railway on the south by Globe

Lane on the east by Dewsnap Bridge and on the west by Astley Street:

And the Company may in connexion therewith stop up and discontinue the public footpath in the borough of Dukinfield extending from Globe Lane aforesaid to the most easterly corner of Dukinfield cricket ground:

Certain other lands on the north side of the Company's railway and abutting upon Dewsnap Bridge in the said borough:

Certain other lands on the north side of the Company's railway south of Hyde Junction siding in the said borough.

In the county of York (West Riding)—

Certain lands in the parish and urban district of Wombwell situate on the north side of and adjoining the Company's Barnsley to Barnetby Railway and lying between Knoll Beck on the east and High Gate Road otherwise Pontefract Lane on the west:

Certain other lands in the parish and urban district of Wath-upon-Dearne and parish and urban district of Wombwell and parish of West Melton in the urban district of Wath-upon-Dearne bounded on the north by the Company's Barnsley to Barnetby Railway on the south by the Dearne and Dove Canal on the east by Station Road and on the west by High Gate Road otherwise Pontefract Lane:

And the Company may in connexion therewith—

(A) Stop up and divert so much of the footpath running from Pontefract Lane otherwise High Gate Road where the said road crosses the Great Central Railway on the level to the towing-path on the Dearne and Dove Canal as lies between the commencement of the said footpath at High Gate Road and nineteen chains or thereabouts measured along the footpath in a south-easterly direction from the said point of commencement and substitute therefor a new footpath commencing at a point two chains or thereabouts measured along the eastern fence of High Gate Road in a northerly direction from the centre of the bridge carrying the said road over the Dearne and Dove Canal and running thence eighteen chains or thereabouts in a south-easterly direction and terminating at the termination of the portion of the footpath intended to be stopped up;

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(B) Stop up and discontinue so much of the footpath leading from the towing-path of the Dearne and Dove Canal to the house known as Old Moor House as lies between two points distant respectively one chain and seven chains or thereabouts measured along the said footpath in a northerly direction from the said towing-path ;

(C) Stop up and divert a portion of the road known as Moor Road now crossing on the level the Company's main line from Barnsley to Doncaster such diversion to commence nine chains north and to terminate fourteen chains south of the said level crossing and substitute for such level crossing a bridge over the Company's railway ;

(D) Stop up and divert so much of the footpath crossing the last-mentioned railway of the Company at a point on that railway sixteen chains west of the Moor Road level crossing as lies between the occupation road distant nine chains south of the said railway measured along the said footpath and the occupation road adjoining and running parallel with and on the north side of the said railway and substitute therefor two new footpaths along the said occupation roads into Moor Road aforesaid.

For protection of Earl Fitzwilliam.

29. For the protection of the Right Honourable William Charles De Meuron Earl Fitzwilliam or other the owners for the time being of certain lands now owned by the said Earl (all and every of which owners are in this section included in the expression "the said Earl") in the parishes and urban districts of Wath-upon-Dearne Wombwell and Greasborough and in the borough of Rotherham all within the West Riding of the county of York the following provisions shall (unless otherwise agreed in writing between the Earl and the Company) apply and have effect (that is to say) :—

(1) Notwithstanding anything in this Act contained or delineated on the deposited plans and sections the Company at the point where Rawmarsh Road passes over the centre of the bridge which carries the said road over the Company's railway (and which is adjacent to the entrance to the private carriage road of the said Earl) shall not raise the surface of Rawmarsh Road more than three feet six inches above its present level

and in altering the levels of the said private carriage road shall not raise the surface thereof so as to make the gradient thereof steeper than one in eighteen from the point where such private carriage road adjoins Rawmarsh Road to a point sixty-six feet or thereabouts from the present lodge gates across such private carriage road:

(2) The section of this Act the marginal note of which is "Provision as to repair of new roads and footpaths" shall not apply to any footpaths substituted for footpaths now existing on land of the said Earl and which may now be repairable by him:

(3) The Company may enter into an agreement giving to the said Earl substituted rights of way over land to be acquired by the Company and otherwise with reference thereto or with reference to any land of the said Earl over which the Company may have any powers.

Power to deviate in construction of road works.

30. The Company may in constructing the road works and diverting the footpaths by this Act authorised to be diverted deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the road works as shown on the deposited sections to any extent not exceeding three feet but not so as to increase the rate of inclination of any new or altered road or diminish the headway of any bridge as shown on the said sections.

Company may hold certain lands already acquired.

31. The Company may hold and may use and appropriate for the general and other purposes connected with their undertaking the following lands which have already been acquired by them or on their behalf and are delineated on plans signed in triplicate by Henry Kimber Esquire Chairman of the Select Committee of the House of Commons to whom the Bill for this Act was referred of which plan one copy has been deposited in the Private Bill Office of the House of Commons one copy in the Office of the Clerk of the Parliaments of the House of Lords and one copy retained by the Company (that is to say):—

In the county of Buckingham—

Certain lands in the parish of Steeple Claydon situate on the west side of and abutting upon the Company's Extension to London Railway being part of the field No. 7 upon the plans for the said parish deposited with the clerk of the peace for the said county in November

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one thousand eight hundred and ninety-one with reference to the Manchester Sheffield and Lincolnshire Railway (Extension to London &c.) Act 1893 (herein-after called "the plans of 1891"):

Certain lands and land partly covered with water situate in the parish and urban district of Aylesbury being the field numbered 290 on sheet No. XXVIII. 15 of the $\frac{1}{2500}$ Ordnance Survey dated one thousand eight hundred and ninety-nine for the said county:

Certain lands in the parish of Mixbury situate on the east side of and abutting upon the Company's Extension to London Railway being part of the field No. 2 upon the plans of 1891:

Certain other lands in the same parish situate on the east and west sides of and abutting upon the said railway being parts of fields Nos. 14 16 17 upon the plans of 1891:

Certain lands situate in the parish of Westbury in the rural district of Buckingham abutting on the north-westerly side of the railway of the Company formerly belonging to Viscount Barrington.

In the county of Nottingham—

Certain lands in the parish and county borough of Nottingham situate at the corner of Upper Parliament Street and known as No. 3 Upper Parliament Street.

In the county of York (West Riding)—

Certain lands in the borough of Barnsley adjoining the railway of the Company near Summer Lane Station formerly belonging to the Barnsley British Co-operative Society Limited:

Certain other lands in the parish and urban district of Penistone being part of Lower Town Head Farm formerly belonging to Miss Edith Haigh and Messrs. Frederick Crawshaw and John Moorhouse Greaves:

Certain other lands in the same parish and urban district being part of a field known as "The Ing" formerly belonging to Miss Elizabeth Moorhouse and others:

Certain other lands at Neepsend in the city of Sheffield adjoining the railway of the Company from Sheffield to Penistone and on the north side of Park Wood Road also certain other lands situate on the west side of Park Wood Road near the junction of that road with Hoyland Road

formerly belonging to John Henry Andrew and Company Limited : A.D. 1904.

Certain other lands situate at or near Pye Bank in that part of the city of Sheffield which formerly constituted the township of Brightside Bierlow formerly belonging to the trustees of the will of the late Henry Cadman :

Certain other lands situate alongside the Marshgate Goods Yard of the Company in the borough of Doncaster formerly belonging to the Sheffield and South Yorkshire Navigation Company :

Certain other lands in the parish and urban district of Handsworth situate on the west side of and abutting upon the Company's Birley Colliery Branch Railway being part of the field numbered 508 on Sheet No. CCXCV. 14 of the $\frac{1}{2500}$ Ordnance Survey dated one thousand eight hundred and ninety-three for the said county :

And the expenditure of money by the Company in or about the purchase of the said lands is hereby sanctioned and confirmed.

Part III.

New Railways and Works for Cheshire Lines Committee.

Power to Cheshire Lines Committee to make railways and works.

32. Subject to the provisions of this Act the Cheshire Lines Committee may make and maintain in the lines and according to the levels and within the limits of deviation shown on the deposited plans and sections the railways herein-after described and may execute the works herein-after described with all proper stations sidings junctions approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes or for the general purposes of their undertaking The railways and works herein-before referred to and authorised by this part of this Act are—

In the county of Lancaster—

(1) A railway No. 1 (5 furlongs 4·70 chains in length) being a widening of the Cheshire Lines Committee's Manchester and Liverpool Railway wholly in the parish and urban district of Stretford commencing by a junction with the said Manchester and Liverpool Railway at a point on the centre line of that railway

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distant six hundred and ten yards or thereabouts from the centre of Trafford Road Bridge measured along the said Manchester and Liverpool Railway in a south-westerly direction and terminating by a junction with the said Manchester and Liverpool Railway at a point on the centre line of that railway distant five hundred and ninety-three yards or thereabouts from the centre of Trafford Road Bridge aforesaid measured along the said Manchester and Liverpool Railway in a north-easterly direction :

(2) A railway No. 2 (1 furlong 4·70 chains in length) wholly in the parish and urban district of Stretford commencing by a junction with Railway No. 1 at a point distant ninety yards or thereabouts from the centre of the Trafford Road Bridge aforesaid measured along the said Manchester and Liverpool Railway in a north-easterly direction and terminating by a junction with the Cheshire Lines Committee's Chorlton-cum-Hardy Branch Railway at a point on that railway distant one hundred yards or thereabouts from the northerly end of the Throstle Nest Tunnel measured along the said Chorlton-cum-Hardy Branch Railway in a southerly direction :

(3) The removal or opening out of so much of the existing Throstle Nest Tunnel on the said Chorlton-cum-Hardy Branch Railway situate in the parish and urban district of Stretford as lies between the southerly side of Chester Road and the easterly side of Boyer Street.

Road in Stretford not to be stopped up.

33. Notwithstanding anything in this Act contained or shown upon the deposited plans and sections relating to the railways of the Cheshire Lines Committee that committee shall not stop up the road numbered 10 on the said plans in the parish of Stretford.

For protection of Manchester Corporation.

34. For the protection of the corporation of Manchester (in this section called "the corporation") the following provisions shall have effect (that is to say) :—

(1) The construction of the railways and works which the Cheshire Lines Committee are by this Act authorised to construct and execute (in this section referred to as "the railway and works") in through under or over any road street or place containing water or gas mains

and pipes belonging to or under the control of the corporation or used in connexion with their supply shall not be commenced until the said mains and pipes shall have been effectually supported in their present positions and the works of the Cheshire Lines Committee (in this section referred to as "the committee") shall in all respects be so carried on completed and maintained by the committee as to secure the perfect and permanent stability and safety of the said mains and pipes in their present positions and at their present levels excepting only at such places at which it may be necessary to permanently divert or alter the position or levels of such water and gas mains and pipes and so as not either during the progress of the works or any time thereafter to prevent or interfere with the free and uninterrupted flow and passage of water and gas through the same respectively or with the renewal and repair thereof by the corporation:

(2) Where the railway and works pass under or through any road or street whether public or private 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 two feet six inches between the main girders and the surface of the footways and two feet two inches between the main girders under the carriageway of such bridge Provided always that where the railway passes under the main road leading from Stretford to Manchester there shall be a minimum depth of six feet left between the surface of such road and the upper side of any works constructed by the committee:

(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 main or pipe of the corporation over under or adjacent to the railway and work providing such accident or damage be caused by the works of the committee:

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(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 engineer of the corporation for the time being shall deem necessary and requisite for preventing or diminishing the risk of injury to the committee's railway and works and persons and property thereon which might arise from any bursting leakage or escape of water or gas from any main or pipe 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 by this Act conferred upon the committee it shall be necessary to alter or interfere with or disturb any of the gas water or other mains or 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 and maintaining of such syphon:

(6) Prior to the execution of any works on the lands No. 22 in the parish and urban district of Stretford shown upon the deposited plans relating to the railways of the committee over or under the main outfall sewer of the corporation which passes under such lands the committee shall give at least thirty days notice in writing to the town clerk of the city of Manchester and such works shall be executed under the superintendence of and to the reasonable satisfaction of the engineer of the corporation for the time being:

(7) In the execution and maintenance of any works upon such lands or any part thereof such works shall be constructed and maintained so as not to interfere with the said main outfall sewer or the access thereto and so that the said works of the committee shall be self-supporting and wholly independent of the main outfall sewer of the corporation The said works of the committee so far as they might interfere with the said sewer shall be executed according to plans sections and drawings previously submitted to and approved in writing by the engineer of the corporation for the time being Provided always that if such engineer shall not within six weeks from the receipt of such plans sections and drawings notify his objections or requirements in relation thereto the same shall be deemed to be approved and the work shall be carried out accordingly :

(8) If by reason of the execution of works by the committee any works of the corporation forming part of the said sewer be injured or any additional works for their protection become requisite the corporation at the expense of the committee may make such repairs connexions and additions as may be required provided that if the corporation neglect after reasonable notice to make the same they may be made by the committee :

(9) If any difference arise between the corporation and the committee touching this section or anything to be done or not to be done or any money to be paid thereunder such difference shall be determined by an arbitrator to be agreed upon between the parties or in default of agreement to be appointed (on the application of either of the parties) by the Board of Trade.

For protection of urban district council of Stretford.

35. Notwithstanding anything in this Act contained or shown on the deposited plans and sections the following provisions unless otherwise agreed between the Cheshire Lines Committee and the council shall have effect :—

(1) The Cheshire Lines Committee shall not in executing the works by this Act authorised or in maintaining the same open and break up any road vested in the council

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without observing and complying with the following regulations :—

(A) They shall twenty-eight days at least before the commencement of the work give to the Council notice specifying the time at which they will begin the work and the portion of road proposed to be opened or broken up ;

(B) They shall not open or break up any road except under the superintendence and to the satisfaction of the council unless the council refuse or neglect to give such superintendence ;

(C) They shall pay all expenses to which the council are put on account of such superintendence ;

(D) They shall not without the consent of the council open or break up at any one time a greater length than ten yards of any road and shall to the satisfaction of the council light watch and protect for the safety and convenience of the public any and every portion of the road that may be so opened or broken up :

(2) Where any works by this part of this Act authorised affect or in anywise interfere with any pavement sewer drain pipe electrical cable tramway or other work within the district or under the management or control of the council (in this section referred to as "the council's property") the Cheshire Lines Committee shall give the council twenty-eight days previous notice in writing of their intention to commence such works together with a plan and section showing the proposed works so far as they affect the council's property and also showing the method of dealing with the same and the Cheshire Lines Committee shall not commence such works until the council shall have signified their approval to the same but if the council fail to signify their approval or disapproval and in the case of disapproval to give in writing particulars of their objections and requirements within twenty-eight days of the service of such notice they shall be deemed to have approved of such plan and section and method of dealing with such work :

(3) Any expense which the council may incur due to any such interference as aforesaid or in repairing or in making good any damage to any of the council's property shall on demand be payable by the Cheshire Lines Committee to the council Provided always that whenever any new sewer drain pipe or electrical cable of larger dimensions shall be substituted for any existing sewer drain pipe or electrical cable the Cheshire Lines Committee shall only be required to pay the cost which would have been incurred by the substitution of a sewer drain pipe or electrical cable of equal dimensions with the existing sewer drain pipe or electrical cable:

(4) The Cheshire Lines Committee shall indemnify the council against all loss by reason of suspension of traffic and of all accidents damages or injuries to the tramway pavement sewer drain pipe electrical cable or other work the property of the council and the persons and property being conveyed on or using the same and all actions suits and costs in respect thereof which may either during the progress of the works of the Cheshire Lines Committee or at any time thereafter be caused by the works of the Cheshire Lines Committee:

(5) Any difference which may arise between the council and the Cheshire Lines Committee under this section shall be determined by an arbitrator to be appointed by agreement between the council and the Cheshire Lines Committee or in default of agreement by the Board of Trade.

Railways to be part of Cheshire Lines railways.

36. The railways which the Cheshire Lines Committee are by this part of this Act authorised to construct shall for the purposes of tolls rates and charges and for all other purposes whatsoever be deemed to be part of the undertaking of the Cheshire Lines Committee.

Application of funds by Cheshire Lines Committee.

37. The Cheshire Lines Committee may apply for the purposes of this part of this Act any moneys under their control or at their disposal Provided that any capital moneys shall be applied only to purposes to which capital is properly applicable.

Penalty imposed unless railways

38. If the Cheshire Lines Committee fail within the period limited by this Act to complete the railways authorised by this

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opened within time limited.

part of this Act the Cheshire Lines 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 said railways are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the said railways and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank 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 Cheshire Lines Committee were prevented from completing or opening the said railways 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.

39. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the said railways 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 Cheshire Lines 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 if a receiver has been appointed or the Cheshire Lines Committee are insolvent or the

said railway or railways in respect of which the penalty has been incurred or any part thereof have been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Cheshire Lines Committee for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the Cheshire Lines Committee.

Part IV.

New Railways and Works for Seaforth and Sefton Junction Railway Company.

Power to Seaforth Company to construct railways and works.

40. Subject to the provisions of this Act the Seaforth Company may make and maintain in the lines and according to the levels and within the limits of deviation shown on the deposited plans and sections the railways and works herein-after described with all proper stations sidings junctions approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes or for the general purposes of their undertaking The railways herein-before referred to and authorised by this part of this Act are—

In the county of Lancaster—

A Deviation Railway (No. 1) (three furlongs 2·3 chains in length) wholly situate in the parish of Seaforth in the urban district of Waterloo-with-Seaforth commencing by a junction with Railway No. 1 authorised by the Seaforth Act at a point on the east side of Ash Grove distant one hundred and five yards or thereabouts measured in a southerly direction from the junction of Ash Grove with Elm Road and terminating by a junction with the northern extension of the Liverpool Overhead Railway at a point one hundred and thirty yards or thereabouts measured in a south-westerly direction from the south-western end of the platform of the Seaforth Sands Station measured along the aforesaid railway :

A Deviation Railway (No. 2) (two miles five furlongs 5·60 chains in length) commencing in the parish and urban district of Litherland by a junction with the said authorised Railway No. 1 at a point fifteen and a half chains or thereabouts measured in a north-westerly direction from Moss Lane along the footpath leading from

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Moss Lane to the Roman Catholic cemetery and thence to Sterrix Lane and terminating in the parish of Sefton in the rural district of Sefton by a junction with the said authorised Railway No. 1 at a point thirty-two and a half chains or thereabouts measured in an easterly direction from the centre of Mill Bridge and twenty-one chains or thereabouts measured in a north-westerly direction from the centre of Mill Dam Bridge:

A Branch Railway (No. 3) (two furlongs 0·6 chain in length) commencing in the parish of Seaforth in the urban district of Waterloo-with-Seaforth by a junction with the proposed Deviation Railway No. 1 at a point on the northern side of Granville Road one hundred yards or thereabouts measured in a south-westerly direction from the junction of Granville Road and Caradoc Road and terminating in the parish of Bootle-cum-Linacre in the county borough of Bootle at or near to the northern entrance to the Dock Estate in Shore Road:

A Branch Railway (No. 4) (one furlong 6·7 chains in length) wholly situate in the parish of Seaforth in the urban district of Waterloo-with-Seaforth commencing by a junction with the said authorised Railway No. 1 at a point on the east side of Ash Grove distant one hundred and five yards or thereabouts measured in a southerly direction from the junction of Ash Grove with Elm Road and terminating at a point on the north-eastern boundary of Crosby Road South distant thirteen yards or thereabouts measured in a north-easterly direction from the junction of Henley Street with Crosby Road South.

Railways to be part of Seaforth Company's undertaking.

41. The railways which the Seaforth Company are by this part of this Act authorised to construct shall for the purposes of tolls rates and charges and for all other purposes whatsoever be deemed to be part of the undertaking of the Seaforth Company.

Seaforth Company to abandon portions of authorised railway.

42. The Seaforth Company shall abandon so much of Railway No. 1 authorised by the Seaforth Act as lies between the commencement of Deviation Railway No. 1 and the termination of the said authorised Railway No. 1 and between the commencement and termination of Deviation Railway No. 2.

Compensation for damage to

43. The abandonment by the Seaforth Company under the authority of this Act of any portion of any railway or works

shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Seaforth Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Seaforth Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Seaforth Act.

Land by entry &c. for purposes of railway abandoned.

44. Where before the passing of this Act any contract has been entered into or notice given by the Seaforth Company for the purchasing of any land for the purposes of or in relation to any portions of the railways or works authorised to be abandoned by this Act the Seaforth Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Seaforth Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Compensation to be made in respect of railway abandoned.

45. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Seaforth Company may in the construction of the Branch Railway No. 3 authorised by this part of this Act carry the same with a single line only whilst the said Branch Railway No. 3 shall consist of a single line and afterwards with a double line only across and on the level of the road herein-after mentioned (that is to say) :—

Power to cross a certain road on the level.

Nos. on deposited Plan.	Parish.	Description of Road.
	Branch Railway No. 3.	
160	Waterloo-with-Seaforth -	Public road
1	Bootle-cum-Linacre -	

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Powers of deviation.

46. Notwithstanding the provisions contained in the Railways Clauses Consolidation Act 1845 or any Act amending the same with reference to lateral deviations the Seaforth Company may in the construction of the railways authorised by this part of this Act subject to the provisions of this Act deviate from the lines of the railways delineated on the deposited plans to such extent as is defined thereon Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Mersey Commissioners.

Works below high-water mark not to be commenced without consent of Mersey Commissioners.

47. The Seaforth Company shall not under the powers of this part of this Act construct on the shore of the estuary of the Mersey within the jurisdiction of the Mersey Commissioners any work without the previous consent of the commissioners to be signified in writing under the hand of the acting conservator of the Mersey and then only according to such plan and under such restrictions and regulations as he may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Seaforth Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals If any such work be commenced or completed contrary to the provisions of this section the Mersey Commissioners may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Seaforth Company and the amount of such costs and charges shall be a debt due from the Seaforth Company to the Mersey Commissioners and shall be recoverable as an ordinary debt or at the option of the Mersey Commissioners summarily as a civil debt.

Survey of works by Mersey Commissioners.

48. If at any time the Mersey Commissioners or the acting conservator of the Mersey on their behalf deems it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Seaforth Company on in over through or across tidal lands or tidal waters or of the intended site of any such work within the jurisdiction of the Mersey Commissioners the Seaforth Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Seaforth Company to the said Mersey Commissioners and shall be recoverable as an ordinary debt or at the option of the Mersey Commissioners summarily as a civil debt.

Work abandoned or decayed.

49. If a work constructed by the Seaforth Company on in over through or across tidal lands or tidal waters within the jurisdiction of the Mersey Commissioners is abandoned or suffered to

fall into decay the Mersey Commissioners may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Seaforth Company and the amount of such expense shall be a debt due from the Seaforth Company to the said Mersey Commissioners and be recoverable as an ordinary debt or at the option of the Mersey Commissioners summarily as a civil debt.

For protection of Liverpool Corporation.

50. For the protection of the mayor aldermen and citizens of the city of Liverpool (in this section called "the corporation") and their rights and privileges the following provisions shall apply and have effect (that is to say):—

(1) Wherever the mains or water pipes of the corporation shall be severed or interfered with by the works authorised by this Act and whenever in consequence of such works it is necessary for maintaining the supply of water to lay additional mains or water pipes such additional mains or water pipes shall previous to the severance or interference be made by the corporation at the expense of the Seaforth Company:

(2) If by reason of the exercise of any of the powers of this Act any increased length of mains or water pipes shall become necessary the same shall be laid down by the corporation at the expense of the Seaforth Company:

(3) Whenever the railways of the Seaforth Company authorised by this Act shall cross under or otherwise interfere with a public road in which the corporation are empowered to lay mains or pipes for the supply of water the Seaforth Company shall in constructing such railways make provisions for the future laying of such water mains or pipes to the reasonable satisfaction of the water engineer of the corporation:

(4) The Seaforth Company shall make full compensation to the corporation for any loss or damage which may occur to their mains pipes and apparatus by fusion or electrolytic action caused by the exercise of any of the powers by this Act conferred upon the Seaforth Company.

For protection of Mersey Docks and Harbour Board.

51. For the protection of the Mersey Docks and Harbour Board (in this section called "the board") the following provisions shall have effect (that is to say):—

(1) (A) The Deviation Railway No. 1 between the westward side of Crosby Road South and the termination of the

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said railway and all works connected therewith shall be carried out under the superintendence and in all respects to the reasonable approval of the board and neither the Seaforth Company nor the Company shall commence the construction of such railway or any works connected therewith unless and until plans and sections thereof shall have been submitted to and approved by the board ;

(b) Nothing in this Act shall prejudice or affect any of the rights powers or privileges of the board under the various Acts of Parliament and agreements scheduled thereto affecting or relating to the Liverpool Overhead Railway or any lease granted by the board under such Acts ;

(c) On the determination of the present tenancy or lease of the said overhead railway or the board exercising their rights of acquiring and taking possession of such railway under the powers of such Acts and agreements or lease the board may acquire and take possession of such railway and manage work deal with or dispose of the same notwithstanding anything contained in this Act and any lines of railway laid under the powers of this or any other Act to form a junction with the said overhead railway shall thereafter only remain in position so long as the board shall think fit :

(2) Neither the Seaforth Company nor the Company shall under the powers of this Act without the consent of the board in writing under their common seal purchase or take any greater or other estate or interest in any lands of the board than an easement or right of using so much of such lands as is necessary for the purpose of constructing and maintaining the Deviation Railway No. 1 in accordance with the provisions of this section :

(3) Notwithstanding anything contained in this Act or shown on the deposited plans no portion of the Branch Railway No. 3 westward of the Crosby Road South shall be constructed by the Seaforth Company or the Company nor shall it be lawful for the Seaforth Company or the Company to exercise any of the powers by this Act conferred in connexion therewith except with the consent of the board in writing under

their common seal and subject to such conditions as the board may prescribe:

(4) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take or use any of the land and property numbered 165 on such plans in the parish of Seaforth.

For protection of Waterloo-with-Seaforth Urban District Council.

52. For the protection of the Waterloo-with-Seaforth Urban District Council (in this section referred to as "the council") the following provisions shall unless otherwise agreed between the council and the Seaforth Company be observed and have effect namely:—

(1) The provisions of section 10 of the Seaforth Act shall (save where in this section it is otherwise provided) extend and apply to the works authorised by this part of this Act as if the said section were incorporated with and expressly re-enacted in this part of this Act Provided that nothing in that section shall empower the council their officials or assistants to enter upon or inspect any portion of the said works which may be situate upon the estate of the Mersey Docks and Harbour Board:

(2) Notwithstanding anything in this Act contained or shown upon the deposited plans the Company shall not in the construction of Branch Railway No. 4 carry the same across Crosby Road South (being the public road numbered on the deposited plans 164 in the parish of Seaforth) either on the level or otherwise:

(3) Where the Deviation Railway No. 1 and Branch Railway No. 3 cross over the said Crosby Road South they shall each be carried over the same by a bridge which shall have a single span and a clear headway of at least seventeen feet above the surface of the said road:

(4) Where the Deviation Railway No. 1 crosses over the road numbered on the deposited plans 157 in the parish of Seaforth it shall be carried over the same by a bridge which shall be constructed at such a height as to afford a clear headway of at least sixteen feet above the surface of the road and shall be borne by means of not more than fourteen stanchions columns or pillars (each of which shall occupy a space in the footpath not greater than two feet by

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two feet) whereof seven shall be placed in the footpath situate on the north side of the road and seven in the footpath situate on the south side of the road and in such positions as shall be agreed upon between the council and the Seaforth Company or failing agreement as may be determined by arbitration in the manner provided by section 10 of the Seaforth Act Provided that the position of any such stanchions columns or pillars placed on the footpath on the north side of the said road shall be subject to the reasonable approval of the Mersey Docks and Harbour Board Provided further that the position of any such stanchions columns or pillars placed on the footpath on the southern side of the said road shall be subject to the reasonable approval of the Liverpool Overhead Railway Company.

For protection of Liverpool Overhead Railway Company.

53. The following provisions for the protection and benefit of the Liverpool Overhead Railway Company (herein-after called "the overhead company") shall unless otherwise agreed in writing between the Seaforth Company and the overhead company apply and have effect namely:—

(1) The Seaforth Company shall not without the previous consent of the overhead company under their common seal take use enter upon or interfere with any lands railway sidings or other works from time to time belonging to leased to or worked by the overhead company except only so far as shall be necessary for the purpose of making and maintaining the junction by this Act authorised:

(2) With respect to any land belonging or leased to the overhead company which the Seaforth Company are by this Act authorised to use enter upon or interfere with the Seaforth Company shall not purchase or take the same but may purchase and take and the overhead company may and shall grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Seaforth Company might purchase and take the same:

(3) The junction by this Act authorised of Deviation Railway No. 1 with the Liverpool Overhead Railway shall be effected at such points within the limits of deviation shown on the deposited plans and in such manner and

according to such mode of construction as shall be approved of by the engineer for the time being of the overhead company :

(4) The Seaforth Company shall not in any manner in the execution of any of their works remove or disturb any of the rails of the Liverpool Overhead Railway or other works but any removal or disturbance of the rails or other works of the overhead company necessary for the purpose of effecting the junction shall be effected and carried out by the overhead company at the cost of the Seaforth Company :

(5) The Seaforth Company shall take all possible precautions in the execution of their works to prevent any interference with the free and uninterrupted and safe use in the ordinary manner and at the ordinary rate of speed of any railway siding or other work belonging or leased to the overhead company :

(6) The Seaforth Company shall bear and on demand pay to the overhead company the expense of the employment by the overhead company during the execution of any work affecting any railway siding or other work belonging or leased to or worked by the overhead company of a sufficient number of inspectors watchmen signalmen and flagmen to be appointed by the overhead company for watching and signalling the same with reference to and during the execution of any such work of the Seaforth Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Seaforth Company or their contractors or any person in the employ of the Seaforth Company or of their contractors with reference thereto or otherwise and if by reason of the construction of the said deviation railway it shall become necessary to add to or alter the signals signalling arrangements or electrical conductors or appliances or telegraphic wires or appliances upon the said railway siding or other work belonging or leased to or worked by the overhead company the same shall be so added to or altered by the overhead company and the reasonable expense thereof shall be repaid to the overhead company by the Seaforth Company as well as any additional

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cost of maintenance and working the overhead company may be put to by reason of such additions or alterations :

(7) If by reason of the execution of any of the works or any proceedings of the Seaforth Company or the failure of any such works or any act or omission of the Seaforth Company or of their contractors or of any person in the employ of the Seaforth Company or of their contractors or otherwise any railway siding electrical conductors or appliances or other work of the overhead company shall be injuriously affected or damaged such injury or damage shall be forthwith made good by the Seaforth Company at their own expense or in the event of their failing so to do then the overhead company may make good the same and may as well upon their own lands as upon the lands of the Seaforth Company execute such works as may be necessary to prevent a recurrence of such injury or damage and recover the expense thereof against the Seaforth Company and if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the overhead company by reason of any of the matters or causes aforesaid the Seaforth Company shall pay to the overhead company all costs and expenses to which the overhead company may be put as well as full compensation :

(8) The Seaforth Company shall bear and pay to the overhead company all expense which they may incur in constructing maintaining or working the junction of the Deviation Railway No. 1 with the Liverpool Overhead Railway or any signals signalling apparatus or electrical conductors or appliances or telegraphic wires or appliances or other works which may be rendered necessary by the construction by the Seaforth Company of the works by this Act authorised and all incidental current expenses shall at the end of every half-year be repaid by the Seaforth Company to the overhead company :

(9) If at any time hereafter the overhead company shall apply to Parliament for power to construct a railway or railways in extension of the Liverpool Overhead Railway in a northerly direction the Seaforth Company shall not oppose such application :

(10) If any difference shall arise between the respective engineers of the Liverpool Company and the Seaforth Company as to the true intent or meaning of this enactment or the mode of giving effect thereto such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party.

For protection of Lancashire and Yorkshire Railway Company.

54. For the protection of the Lancashire and Yorkshire Railway Company (in this section called "the Lancashire Company") the following provision shall have effect unless otherwise agreed between the Seaforth Company and the Lancashire Company (that is to say) :—

From and after the completion of the Branch Railway No. 3 by this Act authorised to be made by the Seaforth Company the Seaforth Company shall at their own cost maintain and keep in repair the portion of Shore Road which lies to the north-west of the junction of the said road with Fort Road and the Seaforth Company shall indemnify the Lancashire Company against all costs charges and expenses which the Lancashire Company may incur or be put to by reason of any failure on the part of the Seaforth Company to comply with the provisions of this section.

For protection of Leeds and Liverpool Canal Company.

55. The provisions contained in section 9 of the Seaforth Act for the protection of the Leeds and Liverpool Canal Company (in the Seaforth Act and in this Act called "the canal company") relating to the railway and works authorised by the Seaforth Act to be constructed by the Seaforth Company shall mutatis mutandis extend and apply to the Deviation Railway No. 2 authorised by this Act as if the same were herein repeated at length.

For protection of rural district council of Sefton.

56. Section 13 of the Seaforth Act is hereby repealed and for the protection of the public roads and footpaths within the district of the district council for the rural district of Sefton in the county of Lancaster (in this Act called "the rural council") the following provisions shall save so far as may at any time hereafter be agreed between the rural council and the Seaforth Company have effect (that is to say) :—

(1) The Seaforth Company shall not commence any works which shall cause any diversion of or interfere with the traffic on any public road or footpath in the district of

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the rural council without first making at their own expense such arrangements for the passage of traffic as the rural council shall reasonably require:

(2) The bridge for carrying the road called Sterrix Lane in the township of Orrell and Ford over the Deviation Railway No. 2 shall be so constructed by the Seaforth Company as to admit of the road over the same being of a width between the fences or walls of not less than thirty-six feet and the existing level of Sterrix Lane shall not be interfered with:

(3) The bridges for carrying the public roads called Moss Lane in the township of Sefton and Netherton and Glover's Lane in the township of Netherton over the Deviation Railway No. 2 shall be of such a width that the respective roads over the same and the approaches on both sides thereof respectively shall be as wide as the existing roads respectively and in no case of a width between the fences or walls less than thirty feet and the gradient of every approach to the said bridges shall not be steeper than one in thirty Provided always that in carrying Moss Lane over the Deviation Railway No. 2 the Seaforth Company shall so construct the north-western approach to the bridge carrying the said road over the said railway that the level of the roadway on such approach shall at no point be lower than the crown of the bridge carrying Moss Lane over the Leeds and Liverpool Canal and such approach shall be deemed to commence at the crown of the last-mentioned bridge:

(4) The Seaforth Company shall to the reasonable satisfaction of the rural council pave or (at the option of the rural council) macadamise the road over every bridge and the approaches (if any) to every bridge carrying a public road over the Deviation Railway No. 2 and shall channel and kerb every such road on both sides and in the case of Sterrix Lane shall set apart on each side a space of six feet in width and pitch and cinder such spaces as footpaths and in the case of the other roads shall set apart on one side (to be selected by the rural council) a space of six feet in width and shall pitch and cinder every such space as a footpath After the completion to the reasonable satisfaction of the rural council of the said roads and footpaths the

Company shall at their own expense maintain the same for a period of twelve months and thereafter the rural council shall maintain the same in good repair:

(5) The Seaforth Company shall erect and at all times maintain (A) a brick or stone arched bridge for the purpose of carrying the Deviation Railway No. 2 over the footpath leading from Harrop's Cottages in Sefton aforesaid to Netherton Village shown on the deposited plans and such bridge shall have a span of at least six feet and a headway of not less than eight feet (B) another like bridge for the purpose of carrying the Deviation Railway No. 2 over the footpath in Netherton aforesaid leading from Netherton Village to Sefton Church and shown on the deposited plans and (C) another like bridge for the purpose of carrying the Railway No. 2 authorised by the Seaforth Act over the footpath in Netherton aforesaid leading from Netherton Village to Maghull and shall erect and at all times maintain good and sufficient swing gates on each side of the said railways respectively where the said footpaths respectively shall communicate therewith and shall pitch and gravel or cinder and at all times repair and maintain the said footpaths so far as the same shall be on the land of the Seaforth Company so that water may not accumulate on the said footpaths but may run freely off the same:

(6) Deviation Railway No. 2 shall be carried over Rimrose Brook by a brick or stone arched bridge of a height and span not less than five feet:

(7) Where either or any of the railways authorised by this or the Seaforth Act crosses over any public road or footpath in the district of the rural council it shall be carried over the same by a bridge having a single span and no stanchions columns or pillars shall be placed in any part of such road or footpath and every such bridge shall be constructed and maintained by the Seaforth Company as far as practicable watertight and in such a way as to reasonably prevent water from dropping or percolating on to the surface of every such road or footpath:

(8) If the works authorised by the Seaforth Act or this Act shall interfere with obstruct or prejudicially affect any

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plant culvert or drain in any public road or footpath in the district of the rural council the Seaforth Company shall from time to time remove such obstruction therefrom and make good all damage done to the same and all works to be executed by the Seaforth Company under this subsection shall be executed under the superintendence and to the reasonable satisfaction of the highway surveyor for the time being of the rural council:

(9) The Seaforth Company shall from time to time pay to the rural council all rates payable to the rural council or to the overseers on their behalf upon the respective assessments of any lands or property acquired by the Seaforth Company under the powers and for the purposes of this or the Seaforth Act or a proportion of such rates respectively from the time when such lands or property shall be acquired by the Seaforth Company until the Seaforth Company's works are completed and assessed to such rates or until the same shall have been sold as surplus lands:

(10) If any difference shall arise between the Seaforth Company and the rural council under this section or as to the mode of giving effect thereto the same shall from time to time be referred to a single arbitrator to be appointed (unless otherwise agreed upon) on the application of either party in difference by the Board of Trade.

For protection of Earl of Sefton.

57. Section 15 of the Seaforth Act is hereby repealed and in lieu of the provisions therein contained the following provisions for the protection of the Right Honourable Osbert Cecil Earl of Sefton or other the owner for the time being of the estates of the said Earl in the townships of Sefton Orrell and Ford Netherton and Litherland in the county of Lancaster in this and the two following sections called "the said Earl" shall unless otherwise agreed between the said Earl and the Company have effect with reference to so much of the Railway No. 1 authorised by the Seaforth Act as is not abandoned under the authority of this Act and to Railway No. 2 authorised by the Seaforth Act and to Deviation Railway No. 2 (that is to say):—

(1) The said railways shall be constructed for their whole length where they pass through the lands of the said Earl in such line within the limits of deviation of such

railways respectively as shall be prescribed by the said Earl or his agent:

(2) Previous to the opening of the railways or any of them the Seaforth Company shall at their own cost make and complete and for ever after maintain a convenient passenger station at or near the point where Railway No. 1 authorised by the Seaforth Act crosses Sefton Road in the township of Litherland with suitable buildings approaches works and conveniences and shall at their own cost also make and complete and for ever after maintain a sufficient station for passengers and goods with suitable buildings sidings and junctions for goods traffic approaches works and conveniences at or near the point where Deviation Railway No. 2 crosses Netherton Lane in the township of Netherton and the Seaforth Company shall provide such station accommodation and attendance as shall be proper for the convenience of the public resorting to both such stations:

(3) The Seaforth Company shall at their own cost if and when required by the said Earl so to do the reasonableness of such request to be measured by the increase in the population of the immediate neighbourhood make complete and for ever after maintain a passenger station with suitable buildings approaches works and conveniences at Sterrix Lane in the township of Orrell and Ford and the Seaforth Company shall provide such station accommodation and attendance as shall be proper for the convenience of the public resorting thereto:

(4) The Seaforth Company shall at their own cost when required construct and for ever after maintain two ordinary accommodation level crossings over the said Deviation Railway No. 2 between Sefton Moss Lane and Glover's Lane in the township of Sefton at points to be fixed by the said Earl or his agent each with gates and approaches and such crossings and their approaches shall be of not less width than twelve feet clear between the gate posts and shall be laid flush with the top of the rails and shall be available at all times for the use of the said Earl and his servants agents workmen and tenants for all the purposes of the estates of the said Earl:

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(5) For the purpose of affording accommodation between the lands of the said Earl severed by the said railways the Seaforth Company shall at their own cost and to the reasonable satisfaction of the agent of the said Earl construct drain gate fence and in the case of over-bridges for ever after maintain so as to carry all classes of traffic the following bridges with all necessary approaches at such points on the said railways in the townships of Litherland Netherton and Sefton as may before the commencement of construction of the said railways be determined by the agent of the said Earl (that is to say) :—

(A) Three under-bridges between the Liverpool Crosby and Southport Railway of the Lancashire and Yorkshire Railway Company and the Leeds and Liverpool Canal in the township of Litherland Two of such bridges shall have a clear span on the square between the abutments of thirty-six feet and a headway of not less than seventeen feet and the third of such bridges shall have a clear span on the square between the abutments of forty-five feet and a headway of not less than seventeen feet ;

(B) Two over-bridges between Sefton Road and Sterrix Lane in the townships of Litherland and Orrell and Ford each having a clear span on the square between the abutments of thirty-six feet with approaches on each side of the railway of no steeper gradient than one in thirty-six ;

(C) An under-bridge between Glover's Lane and the Leeds and Liverpool Canal in the township of Netherton having a clear span on the square between the abutments of thirty-six feet and a headway of not less than sixteen feet ;

(D) An under-bridge between Netherton Lane and the Mill Race in the township of Netherton having a clear span on the square between the abutments of sixteen feet and a headway of not less than sixteen feet ;

(E) An under-bridge between the Mill Race and the River Alt in the township of Sefton having a clear span on the square between the abutments of sixteen feet and a headway of not less than sixteen feet ;

(f) An under-bridge between the River Alt and the junction of Railway No. 1 authorised by the Seaforth Act with the Southport and Cheshire Lines Extension Railway in the township of Sefton having a clear span on the square between the abutments of sixteen feet and a headway of not less than twelve feet;

(g) An under-bridge on Railway No. 2 authorised by the Seaforth Act between the River Alt and the junction of the last-mentioned railway with the Southport and Cheshire Lines Extension Railway in the township of Sefton having a clear span on the square between the abutments of sixteen feet and a headway of not less than twelve feet:

(6) Subject to the provisions of section 72 of the Railways Clauses Consolidation Act 1845 the said Earl shall at any time at his own expense be at liberty to construct an under-bridge on Deviation Railway No. 2 between the Leeds and Liverpool Canal and Netherton Lane in the township of Netherton having a clear span on the square between the abutments of thirty-six feet and a headway of not less than sixteen feet Provided that the same shall be so constructed as in no way either during or after construction to impede or interfere with the traffic on or the proper and regular working of the said railway or so as to cause any damage to the said railway or any of the property or works of the Seaforth Company Provided also that the said Earl shall at all times hereafter keep the Seaforth Company their successors and assigns effectually indemnified against all loss which they may sustain and all costs and expenses to which they may be put by reason of the said traffic or regular working being impeded or interfered with as aforesaid or any damage being done to the said railway property and works of the Seaforth Company during or resulting from the construction of the said under-bridge:

(7) The Seaforth Company shall pay for the sites of all approaches and the slopes thereto outside the boundary fences of the said railways but they shall remain and be the property of the said Earl who shall not use or permit the same to be used so as to injure or damage the works of the Seaforth Company:

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(8) All approach roads and the roads over or under all the said bridges (except the four under-bridges each having a span of sixteen feet only) shall be hard metalled roads properly drained with footwalks upon both sides seven feet wide properly pitched and gravelled or cindered kerbed channelled and fenced and gated and the approaches to the said four under-bridges and the roads thereunder shall be drained hard-metalled fenced and gated:

(9) No advertisement except railway notices and advertisements shall be displayed on the outside of any bridge on the estates of the said Earl unless such bridge forms part of a passenger station:

(10) All drains which may be cut or injured by the Seaforth Company's works shall be diverted and dealt with in such manner as the agent of the said Earl shall reasonably require:

(11) The said Earl and his gamekeepers and servants and all other persons authorised by him shall at their own risk at all times have free access to the said railways or any part thereof when necessary in the pursuit of game or for warning off or taking poachers:

(12) The Seaforth Company shall at their own cost construct to the satisfaction of the said Earl and for ever after maintain so as to carry all classes of traffic an over-bridge with all necessary approaches between Field Lane and Sefton Road in the township of Litherland to carry the continuation of Victoria Road in a line to be laid down by the agent of the said Earl over Railway No. 1 authorised by the Seaforth Act having a clear span on the square between the abutments of forty-five feet with approaches on each side of the railway of no steeper gradient than one in thirty:

(13) Nothing in this section shall prejudice abridge or defeat the rights of the said Earl or his tenants to compensation for land or easement acquired from or injury occasioned to him or them for or in consequence of the works or operations of the Seaforth Company:

(14) Any dispute or difference which may arise between the said Earl and the Seaforth Company with reference to the provisions of this section or the works to be carried out in pursuance thereof shall be determined

by a sole arbitrator to be appointed by the said parties or in case of difference to be appointed by the President of the Institution of Civil Engineers on the written application of the said Earl and the Seaforth Company or either of them.

Works for Earl of Sefton and others.

58. Section 16 of the Seaforth Act is hereby repealed and in lieu of the works therein specified for the protection and for the benefit of the said Earl and of the rural council and of the canal company the Seaforth Company shall before the completion of the railways and works by the Seaforth Act and this part of this Act authorised at their own cost and to the satisfaction of the rural council and of the respective agents of the said Earl and the canal company do the following works (that is to say) :—

(1) Lay out level form sewer pitch with rock kerb channel pave or macadamise gate fence complete and perfect with a footway on one side thereof (to be selected by the said Earl and the rural council) on land to be given by the said Earl and the canal company for the purpose and maintain for a period of six months after the completion thereof shall have been certified by two justices a road thirty feet in width on the easterly side of the Deviation Railway No. 2 between Bridge Lane and Coppy Lane in a line to be laid down by the agent of the said Earl within the limits of deviation shown on the deposited plans of Railway No. 1 authorised by the Seaforth Act such road to be carried over the Leeds and Liverpool Canal by an over-bridge in a position to be approved by the canal company such bridge having a clear span on the square between the abutments of fifty feet and a headway of not less than eleven feet above the top water level of the canal and having a clear space between the fences thereof of thirty feet and the said road shall be made over its entire length on each side of the canal of an even gradient :

(2) The said bridge over the canal shall be constructed with steel or iron girders upon perpendicular foundation walls of stone or brick carried down to a depth of not less than nine feet below the top water level of the canal and shall be completed to the satisfaction of the said Earl the rural council and the canal company and the provisions contained in subsections 10 11 and 12 of section 9 of the Seaforth Act shall

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mutandis mutandis extend and apply to the construction of the said bridge as if the same were herein repeated at length:

(3) Lay out level sewer pitch with rock kerb channel pave or macadamise gate fence complete and perfect with a footway on one side thereof (to be selected by the said Earl and the rural council) on land to be given by the said Earl for the purpose and maintain for a period of six months after the completion thereof shall have been certified by two justices a road thirty feet in width from the junction of Moss Lane and Bridge Lane in Netherton to the junction of Sefton Moss Lane and Sterrix Lane in Sefton:

(4) The last-mentioned road shall be carried over Rimrose Brook by a properly constructed culvert of brick or stone of a diameter of not less than six feet:

(5) Form in lieu of so much of the footpath leading from Sefton Road Litherland to Sterrix Lane as lies between Deviation Railway No. 2 and Sterrix Lane a new footpath on land to be given by the said Earl on the north-westerly side of and abutting upon the Deviation Railway No. 2 of an uniform width of four feet properly pitched and cindered and the Seaforth Company shall when required by the said Earl so to do erect on the north-westerly side thereof a good and sufficient fence.

Further provisions as to works for Earl of Sefton and others.

59. Section 17 of the Seaforth Act is hereby repealed and on completion of the works specified in the last preceding section and when the justices shall have certified as in such section provided the said Earl and the rural council shall pay to the Seaforth Company the sum of seven hundred pounds to be provided by the said Earl and the rural council in equal shares and the following provisions shall take effect:—

(1) So much of Bridge Lane as lies between Coppy Lane and the point of intersection of the new road between Bridge Lane and Coppy Lane with Bridge Lane shall on completion and adoption of the said new road be stopped up and discontinued as a public highway and the swing bridge at Netherton carrying Bridge Lane over the Leeds and Liverpool Canal shall be closed and the canal company shall be discharged from all obligation to maintain the same:

(2) So much of Sefton Moss Lane as lies between Moss Lane and the junction of Sterrix Lane with Sefton Moss Lane shall on completion and adoption of the said new road secondly mentioned in the last preceding section be stopped up and discontinued as a public highway and thereupon the Seaforth Company shall pay to the said Earl the sum of three hundred and fifty pounds The said Earl shall have the right to set off the payment to be made by him under this section against the sum of three hundred and fifty pounds:

(3) The Seaforth Company shall be discharged from all obligations to make and maintain a footbridge to carry the said footpath leading from Sefton Road Litherland to Sterrix Lane over Deviation Railway No. 2 and so much of such footpath as lies between Deviation Railway No. 2 and Sterrix Lane shall be stopped up and discontinued:

(4) The footpath in the parishes of Netherton and Sefton in the rural district of Sefton running from Moss Lane to Sefton Moss Lane which will be rendered unnecessary by the construction of the new road authorised by subsection (3) of the section of this Act the marginal note whereof is "Works for Earl of Sefton and others" shall be stopped up and discontinued:

(5) All rights of way over and along the portions of highways and footpaths which may under the provisions of this section be stopped up and discontinued shall be and the same are hereby extinguished:

(6) The bridge to be erected over the canal pursuant to subsection (1) of the last preceding section and the parapets thereof shall at all times be kept and repaired by the canal company and at the expiration of six months from the date when the completion of the said new road between Bridge Lane and Coppy Lane shall have been certified as herein-before provided the same shall be kept in repair over its whole length by the rural council and the fences on each side thereof other than the parapets of the bridge shall be maintained by the said Earl and the said new road secondly mentioned in the last preceding section shall at the expiration of six months from the date when the completion thereof shall have been certified

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as herein-before provided be kept in repair by the rural council and the fences on each side thereof shall be maintained by the said Earl:

(7) The rural council may for the purpose of making the payment to the Seaforth Company prescribed by this section and of providing for the payment of the costs of the rural council of opposing the Bill for this Act and the Seaforth Act and of raising the same borrow any sum not exceeding six hundred pounds and they may mortgage the common fund to be raised within the district of the rural council to secure the repayment of the moneys so borrowed and the following provisions shall have effect with respect thereto :—

(A) A person lending money to the rural council shall not be bound to inquire as to the observance by the rural council of any provisions of this Act or be concerned to see that such money is wanted or that no more than is wanted is raised or be bound to see to the application or be answerable for any loss or misapplication of such money or any part thereof;

(B) The provisions of section 236 (Form of mortgage) section 237 (Register of mortgages) section 238 (Transfer of mortgages) and section 239 (Receiver may be appointed in certain cases) of the Public Health Act 1875 shall be applicable to the mortgages made by the rural council under this section ;

(C) Subject to the provisions of this section the council shall pay off all moneys borrowed by them under the powers of this Act within forty years from the time or respective times of borrowing the same by one or both of the methods following (that is to say) :—

(i) By equal yearly or half-yearly instalments of principal and interest combined ; or

(ii) By equal yearly or half-yearly instalments of principal and interest on the amount of principal from time to time remaining unpaid ;

(D) If the rural council pay off any moneys borrowed by them under this Act otherwise than by instalments appropriations or annual repayments they may from time to time re-borrow the same but

all moneys so re-borrowed shall be repaid within the prescribed period and shall be deemed to form the same loan as the moneys originally borrowed and the obligations of the rural council with respect to the repayment of the loan and the provision to be made for such repayment shall not be diminished by reason of such borrowing;

(E) The clerk to the rural council shall within twenty-one days after the expiration of each year during which any instalment is required to be paid by them under this Act transmit to the Local Government Board a return in such form as may be prescribed by the board and verified by statutory declaration if so required by them showing the amount which has been paid as an instalment during the year preceding the making of such return and the description of the securities upon which the same had been invested and the total amount remaining invested at the end of the year and in the event of any wilful default in making such return the clerk shall be liable to a penalty not exceeding twenty pounds which shall be paid to the Local Government Board and shall be recoverable by that board in the same manner as penalties recoverable under the Public Health Act 1875 in a summary manner may be recovered by parties aggrieved within the meaning of that Act If it appear to the Local Government Board by such return or otherwise that the rural council have failed to pay any instalment the Local Government Board may by order direct that a sum not exceeding double the amount in respect of which such default shall have been made shall be paid or applied as in such order mentioned and such order shall be enforceable by a writ of Mandamus to be obtained by the Local Government Board out of the King's Bench Division of the High Court.

For protection of electric lines and works.

60. Nothing in this Act contained shall authorise the Seaforth Company to interfere with the electric lines and works of any undertakers under the Electric Lighting Acts 1882 and 1888 to which the provisions of section 15 of the former Act apply except in accordance with and subject to the provisions of that section.

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Running powers to Company over Seaforth Company's railways.

61.—(1) The Company and any company or person authorised by them may run over and use with their engines carriages and waggons officers and servants whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of traffic of every description—

The railways of the Seaforth Company authorised by the Seaforth Act and this Act;

together with all stations and all roads platforms points signals water water engines engine sheds standing-room for engines booking and other offices warehouses sidings junctions machinery works and conveniences on or connected with the said railways And as regards traffic of every description conveyed by them the Company may demand and take upon and in respect of the said railways and stations the rates and charges which the Seaforth Company are entitled to demand and take.

(2) The terms conditions and regulations to be observed and fulfilled and the tolls charges rent or other considerations to be paid by the Company for and in respect of the use of the said railways stations works and conveniences respectively shall be such as may be agreed upon between the Company and the Seaforth Company or failing agreement as may be determined on the application of either of the companies or persons interested by the Railway and Canal Commissioners.

(3) In running over and using the said railways and using the stations sidings and conveniences in accordance with the provisions herein-before contained the regulations and byelaws for the time being in force on the railways so used shall be at all times observed so far as such byelaws shall be applicable.

Short-distance charges in case of working agreement.

62. During the continuance of any agreement to be entered into under the provisions of this Act for the use of the running powers by this Act conferred on the Company the railways of the Seaforth Company and the Southport and Cheshire Lines Extension Railway Company shall for the purpose of short-distance rates and charges be considered as one railway and in estimating the amount of rates and charges in respect of passengers conveyed partly on the railways of the Seaforth Company and partly on the railways of the Southport and Cheshire Lines Extension Railway Company rates and charges may be charged as for three miles and for every mile or fraction of a mile beyond three miles as for one mile only and in estimating the amount of rates and charges in respect of merchandise traffic conveyed partly on the railways of the Seaforth Company

and partly on the railways of the Southport and Cheshire Lines Extension Railway Company the Seaforth Company shall be deemed to be a company connected with the Southport and Cheshire Lines Extension Railway Company and specified in the schedule to the Railway Rates and Charges No. 12 (Manchester Sheffield and Lincolnshire Railway &c.) Order Confirmation Act 1892.

Power for Seaforth Company to raise additional capital. New shares or stock to form part of capital of Seaforth Company.

63. The Seaforth Company may for the purposes of this part of this Act and for the general purposes of their undertaking subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole forty-eight thousand pounds by the issue of new ordinary shares or stock or by one or both of those modes but the Seaforth Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

The capital in new shares or stock so created shall form part of the capital of the Seaforth Company.

Incorporation of Companies Clauses Acts.

64. The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of the borrowed money into capital;

The consolidation of the shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

The making of dividends;

The giving of notices; and

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

and Parts I. II. and III. of the Companies Clauses Act 1863 as amended by subsequent Acts relating respectively to the cancella-

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tion and surrender of shares to additional capital and to debenture stock are incorporated with this part of this Act and shall apply to the additional capital hereby authorised to be raised by the Seaforth Company.

New shares or stock to be subject to same incidents as other shares or stock.

65. Except as by this Act otherwise provided the capital in new shares or stock created by the Seaforth Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Seaforth Company of the same class or description and the new shares or stock were shares or stock in that capital.

Dividends on new shares or stock.

66. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Seaforth Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called up and paid on such new shares or to the whole amount of such stock as the case may be.

Receipt in case of persons not sui juris.

67. If any money is payable to a shareholder or stockholder 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 Seaforth Company.

Power to borrow.

68. The Seaforth Company may in respect of the additional capital of forty-eight thousand pounds which they are by this Act authorised to raise borrow on mortgage of their undertaking any sum not exceeding in the whole sixteen thousand pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one-half of such capital is paid up and the Seaforth Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such capital have been issued and accepted and that one-half of such capital has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Seaforth Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case

may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Seaforth Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Debenture stock.

69. The Seaforth Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 and of section 34 of the Seaforth Act.

Existing mortgages to have priority.

70. All mortgages and bonds granted by the Seaforth Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and bonds and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over the principal moneys secured by any mortgages granted by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Seaforth Company.

Powers for construction of Seaforth main line may be exercised by Company in certain events.

71.—(1) If the Seaforth Company shall not by the first day of January one thousand nine hundred and six have issued and raised the capital required for the construction of the railways authorised by the Seaforth Act and this part of this Act (in this section referred to as "the Seaforth railways") and shall not in the opinion of the Company have made substantial progress towards such construction it shall unless otherwise agreed between the Company and the Seaforth Company be referred to an arbitrator to be appointed in case of difference upon the requisition of either company by the Board of Trade to inquire into the facts of the case and to determine whether or not the said capital has been issued and bonâ fide accepted and whether or not such substantial progress has been made.

(2) In the event of the Company and the Seaforth Company agreeing or of the said arbitrator reporting that the said conditions have not been fulfilled by the Seaforth Company then and in any

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such case the Company may subject to the provisions of this Act and the Seaforth Act and to the obligations by the Seaforth Act and this Act imposed upon the Seaforth Company exercise in the name and on behalf of the Seaforth Company all the powers by the Seaforth Act and this Act conferred upon the Company or the Seaforth Company for and in relation to the construction of the Seaforth railways.

(3) If the Company exercise the said powers they may apply to the purpose thereof to which capital is properly applicable any moneys from time to time raised by them and which are not by any of the Acts relating to the Company made applicable to any special purpose or which being so made applicable are not required for that purpose and the Seaforth Company shall pay to the Company by half-yearly payments interest at the rate of three pounds ten shillings per centum per annum upon the amount which shall be certified by the engineers of the Company and the Seaforth Company or in case of difference by an engineer to be appointed at the request of either Company by the President of the Institution of Civil Engineers to have been expended by the Company in or upon the construction of the Seaforth railways.

(4) Such interest shall be a first charge on the proportion of the receipts arising from the traffic passing over the Seaforth railways properly applicable to the Seaforth railways and upon the Company's proportion of the receipts arising from any traffic exchanged between the Company and the Seaforth Company by means of the Seaforth railways.

(5) Notwithstanding anything herein contained the Seaforth railways shall subject to the provisions of this Act be the property of and form part of the undertaking of the Seaforth Company who shall be at all times responsible for the working and maintenance thereof and shall effectually maintain the Seaforth railways in good and proper repair and condition.

(6) The Seaforth Company may at any time on giving six months notice in writing to the Company in that behalf repay to the Company the amount so expended by the Company in or upon the Seaforth railways as aforesaid together with interest thereon at the rate and in manner aforesaid until payment and from and after such payment the Seaforth railways shall be free from all claims by the Company in respect of all money advanced and paid by them in or towards the construction thereof.

Part V.

Additional Lands for Great Western and Great Central Railways Joint Committee.

Great Western and Great Central Railways Joint Committee may hold lands already acquired.

72. The Great Western and Great Central Railways Joint Committee may hold and may use and appropriate for the general and other purposes connected with their undertaking the following lands which have already been acquired by them and are delineated on the plans referred to in the section of this Act of which the marginal note is "Company may hold certain lands already acquired" (that is to say):—

In the county of Bucks—

Certain lands situate in the parish of Woodham in the rural district of Aylesbury abutting on the railway of the said committee in course of construction being part of fields Nos. 2 and 3 upon the plans for the said parish deposited with the clerk of the peace for the county of Bucks in the month of November one thousand eight hundred and ninety-eight with reference to the Great Western and Great Central Railway Companies Act 1899 (herein-after called "the plans of 1898"):

Certain lands situate in the parish of Wotton Underwood in the rural district of Aylesbury abutting on the said railway being parts of fields Nos. 21 22 and 23 upon the plans of 1898:

Certain other lands in the said parish and rural district abutting on the said railway being parts of fields Nos. 3 and 4 on the plans of 1898:

Certain lands in the parish of Ashenden-cum-Pollecott and rural district of Aylesbury abutting on the said railway being parts of fields Nos. 17 and 19 on the plans of 1898:

And the expenditure of money by the said Joint Committee in or about the purchase of the said lands is hereby sanctioned and confirmed.

Part VI.

Additional Lands for Manchester South Junction and Altrincham Railway Company.

Power to Altrincham Company to

73. Subject to the provisions of this Act the Altrincham Company may for the general and other purposes connected with

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take additional lands.

their undertaking enter upon take use and appropriate the lands herein-after mentioned delineated on the deposited plans and described in the deposited books of reference (that is to say) :—

In the county of Lancaster—

Certain lands in the parish and urban district of Stretford abutting upon both sides of the Manchester South Junction and Altrincham Railway situate between a point one hundred and eighty yards or thereabouts south-west of the subway at the Cricket Ground Station on that railway and the bridge carrying the same railway over the Cheshire Lines Committee's Railway at or near to Old Trafford Station :

Certain other lands in the same parish and urban district lying on the east side of and adjoining the Manchester South Junction and Altrincham Railway and between the Stretford Cemetery and the River Mersey :

And the owners of the said lands may sell and convey the same to the Altrincham Company in consideration of an annual rent-charge or a chief rent notwithstanding that they are not subject to disability within the meaning of section 2 of the Lands Clauses Consolidation Acts Amendment Act 1860.

Altrincham Company may hold lands already acquired.

74. The Altrincham Company may hold and may use and appropriate for the general and other purposes connected with their undertaking the following lands which have already been acquired by them and are delineated on the plans referred to in the section of this Act of which the marginal note is "Company may hold certain lands already acquired" (that is to say) :—

In the county of Lancaster—

Certain lands situate at Old Trafford in the parish and urban district of Stretford abutting upon the south side of Chester Road and the north side of Talbot Road in the said parish :

And the expenditure of money by the Altrincham Company in or about the purchase of the said lands is hereby sanctioned and confirmed.

For protection of Cheshire Lines Committee.

75. For the protection of the Cheshire Lines Committee (herein-after in this section called "the committee") the following provisions unless otherwise agreed by the committee in writing under their common seal shall apply and be binding upon the

Altrincham Company in the execution of the powers conferred upon that company by this part of this Act:—

(1) The Altrincham Company shall not without in every case the previous consent in writing of the committee under their common seal take use enter upon or interfere with any lands railways sidings or other works from time to time belonging to or worked or occupied by the committee:

(2) If by reason or in consequence of the entry upon taking acquisition user and appropriation by the Altrincham Company of the lands which the Altrincham Company are authorised to take by the section of this Act of which the marginal note is "Power to Altrincham Company to take additional lands" or any of such lands or by reason or in consequence of any works or acts to be constructed or done by the Altrincham Company upon such lands or any of them the committee shall be put to or incur any greater or additional expense in and about the construction forming widening altering or maintenance of the railways authorised by section 8 of the Cheshire Lines Act 1890 or any of such railways or the works connected with such railways or any of them than they would have been put to or would have incurred if the same lands works or acts had not been so entered upon taken acquired used appropriated constructed or done the Altrincham Company shall pay to the committee the greater or additional expense so caused or incurred as aforesaid and any difference between the Altrincham Company and the committee as to the amount of such greater or additional expense shall be determined by an engineer to be agreed upon by the committee and the Altrincham Company or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Altrincham Company or the committee:

(3) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges and powers of the committee.

For further protection of urban district council of Stretford.

76. Notwithstanding anything in this Act contained or shown on the deposited plans and sections the following provisions unless otherwise agreed between the Altrincham Company and the

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Stretford Urban District Council (in this section called "the council") shall have effect:—

(1) Where any works by this part of this Act authorised affect or in anywise interfere with any pavement sewer drain pipe electrical cable tramway or other work within the district or under the management or control of the council (in this section referred to as "the council's property") the Altrincham Company shall give the council twenty-eight days previous notice in writing of their intention to commence such works together with a plan and section showing the proposed works so far as they affect the council's property and also showing the method of dealing with the same and the Altrincham Company shall not commence such works until the council shall have signified their approval to the same but if the council fail to signify their approval or disapproval and in the case of disapproval to give in writing particulars of their objections and requirements within twenty-eight days of the service of such notice they shall be deemed to have approved of such plan and section and method of dealing with such work:

(2) Any expense which the council may incur due to any such interference as aforesaid or in repairing or in making good any damage to any of the council's property shall on demand be payable by the Altrincham Company to the council Provided always that whenever any new sewer drain pipe or electrical cable of larger dimensions shall be substituted for any existing sewer drain pipe or electrical cable the Altrincham Company shall only be required to pay the cost which would have been incurred by the substitution of a sewer drain pipe or electrical cable of equal dimensions with the existing sewer drain pipe or electrical cable:

(3) The Altrincham Company shall indemnify the council against all loss by reason of suspension of traffic and of all accidents damages or injuries to the tramway pavement sewer drain pipe electrical cable or other work the property of the council and the persons and property being conveyed on or using the same and all actions suits and costs in respect thereof which may either during the progress of the works of the

Altrincham Company or at any time thereafter be caused by the works of the Altrincham Company:

(4) Any difference which may arise between the council and the Altrincham Company under this section shall be determined by an arbitrator to be appointed by agreement between the council and the Altrincham Company or in default of agreement by the Board of Trade:

(5) Notwithstanding anything in this Act contained the Altrincham Company may under the powers of this Act enter upon take use or interfere with such portion only of the lands delineated on the deposited plans as are shown and coloured red upon the plan signed in triplicate by Henry Kimber Esquire the Chairman of the Select Committee of the House of Commons to whom the Bill for this Act was referred of which plan one copy has been deposited in the Private Bill Office of the House of Commons one copy in the Office of the Clerk of the Parliaments of the House of Lords and one copy retained by the Altrincham Company.

Altrincham Company may apply their moneys to purposes of Act.

77. The Altrincham Company may apply to the purposes of this part of this Act any moneys now or hereafter belonging to them.

Part VII.

General Provisions relating to Works and Lands.

Period for compulsory purchase of lands.

78. The powers of the Company the Cheshire Lines Committee the Seaforth Company and the Altrincham Company respectively 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.

Persons under disability may grant easements &c.

79. 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 the Cheshire Lines Committee the Seaforth Company and the Altrincham Company respectively any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) 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.

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

80. And whereas in the construction of the railways and works by this Act authorised or otherwise in the exercise by the Company and the Seaforth Company (in this section respectively referred to as "the Company") of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the Fourth Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion (less than the whole but not exceeding the portion over which the company have compulsory powers of purchase) can be so severed:

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(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained

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and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

As to vesting of site and soil of roads and footpaths stopped up.

81. Subject to the provisions of the Railways Clauses Consolidation Act 1845 in respect to mines lying under or near to the railway the site and soil of the portions of all roads and footpaths diverted stopped up or discontinued by the Company the Cheshire Lines Committee or the Seaforth Company as the case may be under the authority of this Act and the fee simple and inheritance thereof shall if the Company the Cheshire Lines Committee or the Seaforth Company as the case may be are or if and when under the powers of this Act or of any other Act relating to the Company or the Cheshire Lines Committee or the Seaforth Company already passed they respectively shall become the owners of the land on both sides thereof be wholly and absolutely vested in the Company the Cheshire Lines Committee or the Seaforth Company as the case may be and they may appropriate the same to the purposes of their respective undertakings.

Extinguishment of rights of way.

82. All public rights of way over or along any road or footpath which shall under the provisions of this Act be diverted stopped or discontinued shall be extinguished as from the date of such diversion stopping up or discontinuance but any such road or footpath shall not be stopped up or discontinued unless and until the new roads and footpaths (if any) which are by this Act authorised to be respectively substituted therefor are respectively completed to the satisfaction of two justices Provided that the Company the Cheshire Lines Committee or the Seaforth Company as the case may be shall before applying to the said justices for their certificate that any road or footpath is completed to their satisfaction give seven days notice in writing of their intention to apply for the same to the road authority of the district in which the road or footpath is situate.

Provision as to repair of new roads and footpaths.

83. The new roads and footpaths to be made under the authority of this Act shall except as otherwise specially provided by this Act unless otherwise agreed when made and completed respectively be repaired and maintained by and at the expense of

the parties on whom the expense of maintaining the roads and footpaths for which the new roads and footpaths are substituted now devolves.

Power to make agreements as to construction or contribution towards cost of new footpaths.

84. The Company the Cheshire Lines Committee and the Seaforth Company may enter into and carry into effect agreements with the parties having the charge management or control of the footpaths or any of them portions whereof shall under the provisions of this Act be stopped up with reference to the construction or contribution towards the cost of any new footpath or other work to be substituted therefor and with reference to any other matters relating thereto and if so agreed the Company the Cheshire Lines Committee and the Seaforth Company may delegate to such parties as aforesaid the power of constructing all or any of such new footpaths in which they may be interested.

Liability to repair surface of road level of which is not permanently altered.

85. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company the Cheshire Lines Committee or the Seaforth Company as the case may be shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways by this Act authorised or any of them by a bridge or bridges or the immediate approaches thereto except so far as the level of such road or highway or approaches is permanently altered.

Land for extraordinary purposes.

86. The quantity of land to be taken by the Company the Cheshire Lines Committee or the Seaforth Company as the case may be by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not in each case exceed five acres but nothing in that Act or in this Act shall exempt the Company the Cheshire Lines Committee or the Seaforth Company as the case may be from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them respectively upon any land so taken.

For protection of gas and water mains of local authorities.

87. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company or society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

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Underpinning of houses.

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

(1) At least ten days notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened:

(2) Each such notice if given by the company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the company:

(3) If any owner lessee or occupier of any such house or building or the company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade:

(4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the company may and shall proceed forthwith so to underpin or strengthen the said house or building:

(5) The company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result

to them by reason of the exercise of the powers granted by this enactment:

(6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:

(7) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the company from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act:

(8) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts:

(9) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

Period for completion of works.

89. If the railways by this Act authorised be not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Cheshire Lines Committee and the Seaforth Company respectively for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Deposit fund not to be repaid except so far as railways opened.

90. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of twelve thousand six hundred and thirty pounds (in this section referred to as "the Seaforth deposit fund") was deposited with the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for the Seaforth

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Act And whereas a sum of six thousand one hundred and thirty-one pounds seven shillings and sixpence being a portion of the Seaforth deposit fund represents five per cent. on the estimate of expense of the portion of the railway authorised by the Seaforth Act to be abandoned under the authority of this Act and is in this section referred to as "the balance of the Seaforth deposit fund" And whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of eight thousand eight hundred and ninety-seven pounds one shilling and threepence two and a half per cent. 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 one part of the said sum of two and a half per cent. consolidated stock amounting to four thousand five hundred and fifty pounds four shillings and threepence (in this Act called "the works deposit fund") is equal to four per centum upon the amount of the estimate in respect of the dock works and road works by this Act authorised to be constructed by the Company and the other part of the said sum amounting to four thousand three hundred and forty-six pounds seventeen shillings (in this section called "the railway deposit fund") is equal to five per centum upon the amount by which the estimate in respect of the deviation railways and branch railways which the Seaforth Company are by this Act authorised to construct exceeds the estimate in respect of the railways authorised by the Seaforth Act for which the said deviation railways and branch railways are to be substituted And whereas the railway deposit fund and the balance of the Seaforth deposit fund are together equal to five per centum upon the estimate in respect of the railways which the Seaforth Company are by this Act authorised to construct and are in this Act together referred to as "the deposit fund" Be it enacted that notwithstanding anything contained in the said Act the 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 Seaforth Company shall previously to the expiration of the period limited by this Act for completion of the railways of the Seaforth Company by this Act authorised (herein-after referred to as "the Seaforth railways") open the same for the public conveyance of passengers and if the Seaforth Company shall make default in so

opening the Seaforth railways 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 Seaforth Company open any of the Seaforth railways or any portion of the Seaforth railways for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the railway or the length of the portion of railway 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 of the railway or portion of railway so opened bears to the entire length of the Seaforth railways 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.

91. If the Seaforth Company do not previously to the expiration of the period limited for the completion of the Seaforth railways complete the same and open them 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 Seaforth railways 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 Seaforth Company 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 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 Seaforth Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Seaforth Company for the benefit of the creditors thereof and subject to such application

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shall be repaid or re-transferred to the depositors Provided that until the deposit fund has been repaid or re-transferred 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 the application of the depositors.

Release of works deposit fund.

92. On the application of the depositors at any time after the passing of this Act the High Court may and shall order the works deposit fund with any interest or dividends accrued thereon to be paid to the depositors or as they may direct.

Part VIII.

Extensions of Time.

Extension of time for acquisition of lands and completion of certain railways authorised by Act of 1893.

93. The time limited by section 17 of the Great Central Railway Act 1902 for the completion of the Railways Nos. 1 and 4 authorised by and described in section 5 of the Manchester Sheffield and Lincolnshire Railway Act 1893 and for the compulsory purchase of lands for those railways is hereby further extended for a period of two years from the ninth day of June one thousand nine hundred and four and on the expiration of that period the powers of the Company for the purchase of those lands and for the construction of the said works shall cease except for so much thereof as is then completed.

Extension of time for acquisition of lands and for completion of Railway No. 1 authorised by Act of 1897.

94. The times limited by section 19 of the Great Central Railway Act 1902 for the compulsory purchase of lands for and the construction of Railway No. 1 authorised by and described in section 6 of the Great Central Railway Act 1897 are hereby respectively extended for a period of two years from the third day of June one thousand nine hundred and four and on the expiration of those periods the powers of the Company for such compulsory purchase and for the completion of the said railway shall cease except for so much of the said railway as is then completed.

Extension of time for acquisition of lands for purposes of Act of 1901.

95. The time limited by section 26 of the Great Central Railway Act 1901 for the compulsory purchase of lands for the Railway No. 1 in the county of Middlesex and Railways Nos. 2 to 8 and the new road in the county of Lincoln parts of Lindsey and the additional lands in those parts of that county and in the West Riding of the county of York are hereby extended for a period of two years from the twenty-sixth day of July one thousand nine hundred and four and at the expiration of that period those powers shall cease.

Ex'cusion of time for completion of railway and works authorised by Great Western and Great Central Railway Companies Act 1899.

96. The time limited by section 22 of the Great Western and Great Central Railway Companies Act 1899 for the completion of the railway authorised by and described in section 10 of that Act is hereby extended for a period of two years from the first day of August one thousand nine hundred and four and at the expiration of that period those powers shall cease.

Extension of time for acquisition of lands and for completion of railway authorised by Liverpool St. Helens and South Lancashire Railway Act 1897.

97. The time limited by section 21 of the Great Central Railway Act 1902 for the compulsory purchase of lands for Railway No. 2 authorised by and described in section 4 of the Liverpool St. Helens and South Lancashire Railway Act 1897 and the time limited by section 44 of the Great Central Railway Act 1900 for the completion of that railway are hereby respectively extended for a period of two years from the fifteenth day of July one thousand nine hundred and four and on the expiration of that period the powers of the Liverpool St. Helens and South Lancashire Railway Company for such compulsory purchase of lands and for the completion of the said railway shall cease.

Extension of time for compulsory purchase of lands for Wirral Railways.

98. The powers of the North Wales Committee by this Act transferred to and vested in the Company for the compulsory purchase of the lands and properties Nos. 6 and 7 in the parish of Woodchurch (now the parish of Noctorum) and Nos. 67 and 84 in the parish of Bebington (now the parish of Birkenhead) for the construction of the Railways Nos. 3 and 4 authorised by the Wirral Railway Certificate 1883 except so much of Railway No. 3 as was authorised to be abandoned by the Wirral Railway Act 1888 revived and extended by section 23 of the Great Central Railway Act 1902 are hereby further extended for a period of two years from the twenty-second day of July one thousand nine hundred and four and at the expiration of that period the powers for such compulsory purchase shall cease.

Extension of time for completion of portions of widenings of Altrincham Railway authorised by Act of 1891.

99. The time limited by section 37 of the Great Central Railway Act 1901 for the completion of the widening of the portions of the Manchester South Junction and Altrincham Railway authorised by and described in section 5 of the Manchester Sheffield and Lincolnshire Railway (Various Powers) Act 1891 is hereby extended for a period of two years from the twenty-first day of July one thousand nine hundred and four and on the expiration of that period the powers for the construction of the said widenings shall cease except as to so much thereof as is then completed.

Extending time for sale of certain

100. Notwithstanding anything in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Altrincham Company

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superfluous lands of Altrincham Company.

with which that Act is incorporated the period for and within which the Altrincham Company may hold sell and dispose of any superfluous lands which are not situate near to or adjoining any railway or station connected with their railway and which have not yet been applied to the purposes for which they were acquired is hereby extended for a period of three years from the passing of this Act but the Altrincham Company shall at the expiration of that period sell and absolutely dispose of as superfluous lands all such parts of those lands as shall not then have been applied to or are not then required for the purposes of their undertaking.

Part IX.

Transfer of Wrexham Mold and Connah's Quay Buckley and North Wales and Liverpool Railways.

Transfer of Wrexham Company's undertaking.

101. As on and from the date of transfer the undertaking of the Wrexham Company shall be by virtue of this Act transferred to the Company and the Company shall hold the undertaking of the Wrexham Company discharged from all debts liabilities obligations and engagements of the Wrexham Company and from all claims or demands whatsoever on the part of any of the creditors of the Wrexham Company or of any other person or persons in respect of any debt or liability of the Wrexham Company except as provided in this Act And the Wrexham Company shall as from the date of transfer be dissolved except for the purpose of settling and adjusting accounts with the receiver of the Wrexham Company and winding up their affairs as provided by this Act and of otherwise carrying into effect the provisions of this Act and except as by this Act otherwise provided all the unexercised powers of the Wrexham Company of raising capital by the creation and issue of shares and of raising money by mortgages and debenture stock shall be and the same are hereby extinguished.

Saving for Postmaster-General.

102. Nothing in this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across such of the railways and works comprised in the undertaking of the Wrexham Company as may have been authorised by an Act of Parliament passed since the first day of January one thousand eight hundred and seventy-eight and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in the said undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights

aforesaid notwithstanding that the undertaking of the Wrexham Company is transferred to or worked by the Company as freely and fully in all respects as he was entitled to do before the passing of this Act.

For protection of Wrexham and Ellesmere Railway Company.

103. Nothing herein contained shall affect the force or validity of an agreement dated the twenty-second day of September one thousand eight hundred and ninety-one and made between the Cambrian Railways Company of the first part the Wrexham and Ellesmere Railway Company of the second part the Wrexham Mold and Connah's Quay Railway Company of the third part and the Manchester Sheffield and Lincolnshire Railway Company of the fourth part and also an agreement endorsed on the said last-mentioned agreement dated the twenty-third day of December one thousand eight hundred and ninety-five and made between the same parties and as from the date of transfer all debts arising from the date of transfer liabilities obligations and engagements which but for the transfer would have been incurred by the Wrexham Company under or by virtue of the said agreement shall become the debts liabilities obligations and engagements of the Company And for this purpose the Company shall keep a separate account of the receipts arising from through traffic passing over the Wrexham and Ellesmere Railway or any part thereof and that part of the Company's system which but for the transfer would have belonged to the Wrexham Company and shall account for the same in the same manner as the Wrexham Company would have been liable to do under the said agreements had the transfer not been made.

For protection of Wirral Railway Company

104. Nothing in this Act contained shall prejudice alter or affect the rights powers authorities and privileges of the Wirral Railway Company conferred by an agreement dated the fourteenth day of June one thousand eight hundred and eighty-eight (scheduled to and confirmed by the Wirral Railway Transfer Act 1889) on the Wirral Railway Company and the Seacombe Hoylake and Deeside Railway Company (since dissolved) and the rights powers authorities and privileges conferred on the Wrexham Company by the same agreement shall only vest in and be exerciseable by the Company in respect of through traffic between the Wirral Railway and the railways vested in the Wrexham Company prior to the date of transfer.

For protection of Midland Railway Company.

105. The Company shall afford to the Midland Railway Company all such facilities including through rates and fares

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for merchandise and passenger traffic and through waggons for merchandise traffic passing or seeking to pass between on the one hand stations and places on or beyond the undertakings of the Wrexham Company and the Buckley Railway Company and on the other hand places on or beyond the Midland Railway as have heretofore obtained between the Wrexham Company and the Midland Railway Company.

For protection of London and North Western Railway Company.

106. The Company and the London and North Western Railway Company shall afford to each other all such facilities including through rates and fares and through carriages and waggons for passenger and merchandise traffic passing or seeking to pass between on the one hand stations and places on or beyond the undertakings of the Wrexham Company and the Buckley Company and on the other hand places on or beyond the London and North Western Railway as have heretofore obtained between the Wrexham Company and the London and North Western Railway Company.

The provisions of sections 44 45 and 46 of the Wrexham Mold and Connah's Quay Railway Act 1862 shall so far as they confer rights or impose obligations upon the London and North Western Railway Company extend and apply to the undertakings of the Wrexham Company and the Buckley Company as transferred to the Company under the provisions of this Act.

For protection of Buckley traders.

107. Nothing in this Act contained shall repeal alter or vary any of the enactments contained in section 40 (Company may charge for loading and unloading coals &c. at Connah's Quay) of the Buckley Railway Act 1860.

Holders of Wrexham Company's securities to become holders of Company's second debenture stock.

108. As on and from the dates herein-after named the several holders of the several shares stocks and securities of the Wrexham Company shall in lieu of and exchange for the shares stocks or securities held by them respectively become and be the holders of three and a half per centum second debenture stock of the Company to the amount and in the proportions herein-after mentioned any difference in the periods to which the interest on such stock or shares is calculated being adjusted on such exchange :—

(1) As on and from the date of transfer each holder of existing A debenture stock of the Wrexham Company shall in lieu of and exchange for such stock become and be the holder of an equivalent amount of second debenture stock of the Company :

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(2) As on and from the date of transfer each holder of existing B debenture stock of the Wrexham Company shall in lieu of and exchange for such stock become and be the holder of such an amount of second debenture stock of the Company as will produce interest amounting to three pounds five shillings per centum per annum on the amount of the existing B debenture stock of the Wrexham Company held by such holder :

(3) As on and from the expiration of one year after the date of transfer each holder of existing C debenture stock of the Wrexham Company shall in lieu of and exchange for such stock become and be the holder of such an amount of second debenture stock of the Company as will produce interest amounting to three pounds per centum per annum on the amount of existing C debenture stock of the Wrexham Company held by such holder and the Company shall at the expiration of one year after the date of transfer issue to the trustees of the will of the late Benjamin Piercy and Sir Henry Beyer Robertson jointly in satisfaction of their rights to one thousand four hundred and seventy-nine pounds C debenture stock of the Wrexham Company under an agreement made with the Wrexham Company and dated the first day of August one thousand nine hundred such an amount of second debenture stock of the Company as will produce interest amounting to three pounds per centum per annum on the said sum of one thousand four hundred and seventy-nine pounds :

Provided that for the first year after the date of transfer the Company shall pay interest half-yearly on the first day of July and the first day of January next following the date of transfer at the rate of two pounds ten shillings per centum per annum on the said amounts of C debenture stock and on the said sum of one thousand four hundred and seventy-nine pounds :

(4) As on and from the expiration of three years after the date of transfer each holder of existing preference stock of the Wrexham Company shall in lieu of and exchange for such stock become and be the holder of such an amount of second debenture stock of the

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Company as will produce interest amounting to ten shillings per centum per annum on the amount of the existing preference stock of the Wrexham Company held by such holder and the Company shall at the expiration of three years after the date of transfer issue to the trustees of the will of the late Benjamin Piercy and Sir Henry Beyer Robertson jointly in satisfaction of their rights under the said agreement of the first day of August one thousand nine hundred to ten thousand five hundred pounds preference stock of the Wrexham Company such an amount of second debenture stock of the Company as will produce interest amounting to ten shillings per centum per annum on the said sum of ten thousand five hundred pounds:

(5) As and from the expiration of five years after the date of transfer each holder of existing ordinary stock of the Wrexham Company shall in lieu of and exchange for such stock become and be the holder of such an amount of second debenture stock of the Company as will produce interest amounting to five shillings per centum per annum on the amount of the existing ordinary stock of the Wrexham Company held by such holder:

Provided that for the period representing the fifth year from the date of transfer the Company shall pay interest half-yearly on the first day of July and the first day of January following at the rate of two shillings and sixpence per centum on the said ordinary stock.

As to working stores of Wrexham Company.

109. Notwithstanding anything in the Railways Clauses Act 1863 the working stores of the Wrexham Company shall not be deemed to be included in the undertaking of the Wrexham Company transferred to the Company by virtue of this Act but the receiver of the Wrexham Company shall sell and the Company shall purchase the same at the prices at which the same stand in the books of the receiver of the Wrexham Company at the date of transfer and the receiver shall apply the proceeds of the sale as part of the revenues of the Wrexham Company.

Receiver of Wrexham Company to receive

110. The receiver of the Wrexham Company shall receive all the revenues of the Wrexham Company accrued up to the date of transfer and out of the said revenues shall except where

otherwise provided by this Act discharge all debts and liabilities of the Wrexham Company chargeable to revenue account which shall have accrued up to the date of transfer except as otherwise specially provided for by this Act including the costs and expenses of the receivership and shall apply any balance of the said revenues in the manner herein-after provided for the payment of arrears of interest.

Wrexham Company's revenues and pay debts up to date of transfer.

111. The receiver of the Wrexham Company shall apply the said balance of the revenues of the Wrexham Company towards the payment of interest upon the debenture stocks of the Wrexham Company accrued up to the date of transfer and after the said balance has been distributed and exhausted the said receiver and the secretary of the Wrexham Company shall ascertain the period or periods terminating on the date of transfer in respect of which the said interest upon the said debenture stock remains unpaid and shall calculate the interest which would have accrued during the said period or periods as if the said debenture stocks had borne interest at the following rates (that is to say):—

Receiver of Wrexham Company to calculate arrears of debenture interest.

The A debenture stock three and a half per centum per annum;

The B debenture stock three and a quarter per centum per annum;

The C debenture stock three per centum per annum:

And the amounts so ascertained shall be added to the principal amounts of the Wrexham Company's A B and C debenture stocks respectively and for the purposes of the exchange of securities herein-before provided shall be deemed to be part of the existing debenture stocks of the Wrexham Company.

112. As soon as conveniently may be after the date of transfer the accounts of the Wrexham Company shall be settled and adjusted between the receiver of the Wrexham Company and the secretary of the Wrexham Company and any balance of revenue available for the payment of arrears of interest on the Wrexham Company's debenture stock certified as aforesaid and thereupon the receiver of the Wrexham Company shall be released and discharged and the receivership shall cease and determine.

Receiver of Wrexham Company to be discharged.

113. At the expiration of two years from the date of transfer the Company shall issue to each of the creditors named in the Second Schedule to this Act or to their executors administrators or assigns such an amount of second debenture stock of

Creditors of Wrexham Company to accept second debenture stock of Company.

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the Company as will produce from the expiration of the said two years interest amounting to one pound ten shillings per centum per annum on the amount specified in the said Second Schedule as the debts owing to the said creditors and the amounts of second debenture stock of the Company so issued shall be accepted by the said creditors in full satisfaction of the said debts.

Transfer of Buckley Company's undertaking.

114. As on and from the date of transfer the undertaking of the Buckley Company shall be by virtue of this Act transferred to the Company and the Company shall hold the undertaking of the Buckley Company discharged from all debts liabilities obligations and engagements of the Buckley Company and from all claims or demands whatsoever on the part of any of the creditors of the Buckley Company or of any other person or persons in respect of any debt or liability of the Buckley Company except as provided in this Act.

Buckley Company to receive revenue and pay debts up to date of transfer.

115. The Buckley Company shall be entitled to all their receipts on revenue account up to the date of transfer and shall except where otherwise provided by this Act discharge and relieve the Company of all contracts obligations debts and liabilities of the Buckley Company which shall have accrued up to the date of transfer.

Dissolution of Buckley Company.

116. As on and from the date of transfer the Buckley Company are by virtue of this Act dissolved except for the purpose of winding up their affairs and all unexercised powers of the Buckley Company of raising capital by the creation and issue of shares and of raising money by mortgages and debenture stock are hereby extinguished.

Holders of Buckley Company's stock and shares to become holders of Company's second debenture stock.

117. As on and from the date of transfer each holder of existing five per centum preference stock and each holder of existing ordinary stock and shares of the Buckley Company shall in lieu of and exchange for such stock and shares become and be the holder of such an amount of three and a half per centum second debenture stock of the Company as will produce the same amount of interest as the preference stock or ordinary shares held by such holder any difference in the periods to which the interest on such shares or stocks is calculated being adjusted on such exchange.

Fractional parts of a pound of stock.

118. Notwithstanding anything in this Act contained no person shall become entitled under this Act to any fractional part

of a pound of the second debenture stock of the Company but in every case in which any such person would but for this enactment have become entitled to a fractional part of a pound of such stock the Company may at their option receive from such person such a further sum in cash as will make up an even pound or pay to such person in cash the amount of such fractional part.

Certificates of shares &c. to be exchanged.

119. On and after the respective dates named in the sections of this Act whereof the marginal notes are respectively "Holders of Wrexham Company's securities to become holders of Company's second debenture stock" and "Holders of Buckley Company's stock and shares to become holders of Company's second debenture stock" every holder of shares or stocks in the capitals of the Wrexham and Buckley Companies respectively in exchange for which any cash or any second debenture stock of the Company is to be issued under this Act shall upon the delivery of the certificates for the same to the Company receive instead thereof from the Company certificates of second debenture stock of the Company to which such holder is entitled under the provisions of this Act and the certificates with respect to the shares or stocks in the capitals of the Wrexham and Buckley Companies shall upon such exchange be cancelled Provided that the holders of the C debenture stock and of the preference and ordinary stocks of the Wrexham Company shall on the date of transfer be entitled upon application to the Company and payment of a fee of two shillings and sixpence for each indorsement to have their certificates endorsed with a memorandum of the rate of interim interest payable upon such stocks under the provisions of this Act and of the dates upon which they will be exchangeable for second debenture stock of the Company and of the amounts of second debenture stock to be given in exchange Such endorsements to be made by the Company.

Provision as to lost certificates.

120. If the certificates for any shares or stocks in the capitals of the Wrexham and Buckley Companies be lost or destroyed then upon proof thereof and upon an indemnity being given against any claim in respect of such lost or destroyed certificates to the reasonable satisfaction of the directors of the Company the Company shall deliver to the person entitled to such certificates a certificate or certificates for the second debenture stock of the Company to which he would be entitled under this Act as if such first-mentioned certificates had been delivered by him as herein-before provided.

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Substituted stock to be held on same trusts as stock &c. for which it is substituted.

121. All second debenture stock of the Company issued to holders of shares or stocks in the capitals of the Wrexham and Buckley Companies under the powers of this Act shall be held subject to the same trusts and obligations as those upon or to which the shares or stocks in the capitals of the Wrexham and Buckley Companies in respect of which such stock is substituted were immediately before the date of transfer held or subject and so as to give effect to and not revoke any deed or other instrument or any testamentary disposition of or affecting any such shares or stocks in the capitals of the Wrexham and Buckley Companies and every deed or other instrument or testamentary disposition of or affecting such shares or stocks shall take effect with reference to the whole or a proportionate part of the stock so substituted therefor as the case may be.

Trustee shareholders of Wrexham and Buckley Companies to accept substituted stock or cash.

122. Trustees executors and administrators being holders of any shares or stock of the Wrexham and Buckley Companies may and shall accept the second debenture stock of the Company to be issued under the provisions of this Act to the several holders of the shares or stock of the Wrexham and Buckley Companies in substitution for such shares or stock and may and shall hold dispose of or otherwise deal with the same in all respects as they might have held disposed of or otherwise dealt with the shares or stock for which such second debenture stock of the Company was substituted.

As to officers of Wrexham and Buckley Companies.

123. Notwithstanding the transfer to and vesting in the Company of the undertakings of the Wrexham and Buckley Companies the secretaries of those companies respectively shall not be or become officers of the Company but the Wrexham Company and the Buckley Company shall respectively discharge all obligations which may be due to such secretaries respectively or any of them.

Company may acquire and hold lands at Wrexham and Buckley.

124. The Company may acquire by agreement and may retain hold use and appropriate for the general purposes of and in connexion with the undertakings transferred to the Company by this part of this Act the lands herein-after referred to and delineated on the plans referred to in the section of this Act of which the marginal note is "Company may hold certain lands already acquired":—

Wrexham.

In the county of Denbigh—

Certain lands situate in the parish of Brymbo in the rural district of Wrexham lying between the Wrexham Company's Brymbo Branch Railway and the public highway marked 1003 on the $\frac{1}{2500}$ Ordnance Sheet XXVIII. 2

for the county of Denbigh dated one thousand eight hundred and ninety-two bounded on the south by the public footpath between the properties numbered 999 and 1000 on the said Ordnance sheet formerly belonging or reputed to belong to Messrs. Smith Williams and another Brain Davies Thomas and Hughes respectively being parts of properties numbered 999 and 1005 on the said Ordnance sheet:

Certain lands in the borough of Wrexham situate between St. Mark's Churchyard and Bradley Road bounded on the west by Bradley Road on the east by St. Mark's Churchyard and on the south by a new road and the railway of the Wrexham Company:

Certain other lands in the said borough situate on the south of the Wrexham Company's railway and abutting upon the new road constructed by the Wrexham Company leading from the said railway to Watery Road:

Certain other lands in the said borough situate on the south side of the Wrexham Company's railway bounded on the west by Bradley Road on the south and south-west by Watery Road and on the east by the new road constructed by the Wrexham Company leading from their railway to Watery Road aforesaid.

In the county of Flint—

Buckley Junction.

Certain lands in the parish of Hawarden and adjoining Buckley Junction Station lying between the Buckley Branch Railway and the approach to Buckley Junction Station formerly belonging to or reputed to belong to the trustees of Benjamin Piercy deceased.

Company may acquire Brymbo North Fork Railway.

125. The Company may in connexion with the Wrexham Company's undertaking purchase by agreement the branch line of railway known as the Brymbo North Fork or Junction Railway situated in the parish of Gwersylt in the county of Denbigh connecting Railway No. 2 authorised by the Wrexham Mold and Connah's Quay Railway Act 1882 with the main line of the Wrexham Company's railway and shown upon the plan signed in triplicate with reference thereto by Henry Kimber Esquire the Chairman of the Select Committee of the House of Commons to whom the Bill for this Act was referred one copy of which plan has been deposited in the Private Bill Office of the House of Commons one copy in the Office of the Clerk of the Parliaments

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of the House of Lords and one copy retained by the Company and upon the completion of such purchase the Company may maintain and improve the said Brymbo North Fork Railway as part of their undertaking and may levy the tolls rates and charges for the use of the same authorised to be levied and taken for the use of the other parts of the Wrexham Company's undertaking.

Dissolution of North Wales Committee.

126. As on and from the date of transfer the North Wales Committee are hereby dissolved and the undertaking of the North Wales Committee and all their powers duties and obligations are hereby transferred to vested in and made incumbent on the Company.

Company may exercise unexercised borrowing powers in respect of North Wales and Liverpool Railways.

127. Whereas by sections 12 13 and 14 of the Wirral Railway Act of 1889 the Company and the Wrexham Company were authorised to borrow one hundred and sixteen thousand six hundred and fifty pounds upon mortgage of the undertaking which by virtue of that Act is now vested in the North Wales Committee and which will henceforth form part of the general undertaking of the Company Be it enacted that notwithstanding anything in the Wirral Railway Act of 1889 contained the Company may at any time after the date of transfer borrow upon mortgage of their undertaking the said sum of one hundred and sixteen thousand six hundred and fifty pounds or any part thereof.

Company may issue additional second debenture stock.

128. On and after the date of transfer the amount of the three and a half per centum second debenture stock which the Company are by section 30 of the Act of 1900 authorised to create and issue shall be increased by addition thereto to the extent necessary to give effect to the provisions of this Act with respect to the following matters (that is to say) :—

(1) For the transfer of the Wrexham and Buckley Companies' undertakings such amount as may be requisite to comply with the provisions of this Act:

(2) For the improvement and reparation of the undertakings of the Wrexham Company and the Buckley Company for the completion of the authorised undertaking of the North Wales Committee and for the repayment to the general funds of the Company of the amount due to the Company in respect of the Wrexham Company's moiety of the purchase money provided for the purchase of the Wirral railways and in respect of the moneys found by the Company to meet the calls made upon the Wrexham Company as aforesaid under

the provisions of the Wirral Railway Transfer Act 1889 an amount not exceeding six hundred thousand pounds:

And the second debenture stock created and issued by the Company in pursuance of this section shall rank pari passu with all second debenture stock of the Company created and issued or to be created and issued under the authority of the said section 30 of the Act of 1900 and shall be deemed for all purposes to have been authorised by that Act.

Part X.

Capital &c.

Power to Company to subscribe to undertaking of Seaforth Company.

129. The Company may with the authority of three-fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened with notice of the object subscribe such moneys as they may think fit towards the undertaking of the Seaforth Company not exceeding in the whole one hundred thousand pounds and the Company may with the like authority contribute and apply in or towards payment of their said subscription any moneys which they are already authorised to raise and which may not be required by them for the purposes of their undertaking and the Company shall in respect of the sums to be subscribed and the corresponding shares in the Seaforth Company to be held by them have all the powers rights and privileges (except in regard to voting at general meetings which shall be as herein-after provided) and be subject to all the obligations and liabilities of proprietors of shares in the Seaforth Company Provided always that the Company shall not sell dispose of or transfer any of the shares in the Seaforth Company for which they may subscribe.

Votes of Company at general meetings of Seaforth Company.

130. The Company whilst shareholders of the Seaforth Company may by writing under their common seal from time to time appoint some person to attend any meeting of the Seaforth Company and such person shall have all the privileges and powers attaching to a shareholder of the Company at such meetings and may vote thereat in respect of the capital held by the Company.

Appointment of directors of Seaforth Company by Company.

131. From and after the passing of this Act the directors of the Company may by writing appoint two persons whether shareholders of the Company or not to be directors of the Seaforth Company (in addition to the directors to be appointed by the shareholders other than the Company in the Seaforth Company) each of whom shall remain in office until they shall die or resign

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or until their appointment be revoked as herein-after mentioned and the directors of the Company shall have power to revoke any such appointment and to appoint new directors or a new director of the Seaforth Company in the place of any directors or director appointed by them whose appointment shall be so revoked or who shall have died or resigned.

Powers for construction of Humber Dock may be exercised by Company in certain events.

132. The following provisions shall apply and have effect with respect to the undertaking of the Humber Dock Company :—

(1) If by the first day of July one thousand nine hundred and five the Humber Dock Company shall not have created and issued the capital required for carrying out the undertaking of the Humber Dock Company authorised by the Humber Dock Acts and shall not in the opinion of the Company have made such substantial progress towards such construction as to afford a reasonable assurance that the said undertaking will be completed within the period limited by the Humber Dock Acts for the completion of the same it shall unless otherwise agreed between the Company and the Humber Dock Company be referred to an arbitrator to be appointed in manner herein-after provided to inquire into the facts of the case and to determine whether or not the said capital has been issued and bonâ fide accepted and whether or not such substantial progress has been made :

(2) In the event of the Company and the Humber Dock Company agreeing or of the said arbitrator reporting that the said conditions have not been fulfilled by the Humber Dock Company then and in any such case the Company may subject to the provisions of this Act and of the Humber Dock Acts exercise in the name and on behalf of the Humber Dock Company all the powers by the Humber Dock Acts conferred upon the Humber Dock Company for and in relation to the said dock undertaking :

(3) If the Company exercise the said powers they may apply to any purpose thereof to which capital is properly applicable any moneys from time to time raised by them and which are not by any of the Acts relating to the Company made applicable to any special purpose or which being so made applicable are not required for that purpose and the Humber Dock Company

shall pay to the Company by half-yearly payments interest at the rate of four pounds per centum per annum upon the amount which shall be certified by the engineers of the Company and the Humber Dock Company or in case of difference by an engineer to be appointed at the request of either company by the Board of Trade to have been expended by the Company in or upon the said dock undertaking:

(4) Such interest after the construction and opening of the dock for traffic shall be a first charge upon the tolls rates and charges levied under the Humber Dock Acts after deducting the terminal of threepence per ton on coal coke and similar traffic to be appropriated for the benefit of the holders of the special stock of the Humber Dock Company as provided by the agreement set forth in the Fourth Schedule to the Humber Commercial Railway and Dock Act 1901 and the substituted agreement scheduled to and confirmed by the Humber Commercial Railway and Dock Act 1904 and upon the Humber Dock Company's proportion of the receipts arising from any traffic exchanged between the Company and the Humber Dock Company by means of the Railway No. 1 authorised by the Humber Commercial Railway and Dock Act 1901 or the Railway No. 1 authorised by the Humber Commercial Railway and Dock Act 1904 upon any rent payable under the said agreements or under any lease executed in pursuance of the said agreements:

(5) The Humber Dock Company may at any time on giving six months notice in writing to the Company in that behalf repay to the Company the amount so expended by the Company in or upon the said dock undertaking together with interest thereon at the rate and in manner aforesaid until payment and from and after such payment the said dock railways and works of the Humber Dock Company and all such tolls rates and charges proportion of receipts and rent as aforesaid shall be free from all claims by the Company in respect of all money advanced and paid by them in or towards the carrying out of the said dock undertaking:

(6) The Company and the Humber Dock Company shall at their joint expense provide the necessary land for and

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construct and lay down thereon and thereafter maintain such sidings signals and other conveniences as may be requisite for the interchange of traffic between their respective systems at such point as may be agreed or in case of dispute settled by arbitration in manner herein-after provided:

(7) If any dispute shall arise between the Company and the Humber Dock Company respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the Board of Trade the costs of such arbitration to be in the discretion of such arbitrator.

For further protection of Great Northern Railway Company.

133. The provisions contained in section 82 of the Humber Commercial Railway and Dock Act 1901 shall extend and apply to the undertaking of that company which may be constructed or provided under the powers of the section of this Act the marginal note whereof is "Powers for construction of Humber Dock may be exercised by Company in certain events."

For protection of Lancashire Derbyshire and East Coast Railway Company.

134. The agreement with respect to coal and coke traffic made the twentieth day of July one thousand nine hundred and one between the Company of the one part and the Lancashire Derbyshire and East Coast Railway Company (in this section referred to as "the Derbyshire Company") of the other part and set forth in the Sixth Schedule to this Act is hereby confirmed and made binding on the Company and the Derbyshire Company and in the event of the dock authorised by the Humber Commercial Railway and Dock Act 1904 (herein-after referred to as "the Immingham Dock") being constructed the said agreement shall be read and have effect so as to confer upon the Derbyshire Company all and the same rights over the railway of the Company for traffic destined for the Immingham Dock and with respect to the marshalling of and dealing with such traffic as they have by virtue of the said agreement over the railway of the Company for traffic destined for the Grimsby Docks and in construing the said agreement the expressions "Grimsby Docks" and "Grimsby" wherever used therein shall be deemed to include respectively the Immingham Dock and Immingham and the expression "Great Coates" wherever used therein shall be deemed to include Ulceby and the expression "the western entrance of the dock sidings near Great Coates Grimsby" used in

article 1 of the said agreement shall be deemed to include the entrance of the reception sidings which shall be provided by the Company at or near Ulceby or of such further reception sidings as for the time being may be allotted for coal and coke traffic between Ulceby and the junction of Railway No. 1 and Railway No. 2 authorised by the Humber Commercial Railway and Dock Act 1904 for the traffic of the Company and the coal and coke traffic of the Derbyshire Company destined for the Immingham Dock And if the Company shall in exercise of their existing power abandon the railway which at present gives access from their main line to the said dock sidings near Great Coates Grimsby the Derbyshire Company shall have the same right to run over and use any railway which the Company may at any time construct in substitution for such abandoned railway up to the entrance to any reception sidings which the Company may construct in substitution for the said existing Great Coates reception sidings and the said agreement shall from thenceforth be read and have effect as if such substituted railway and reception sidings had been therein respectively referred to in lieu of the railway so abandoned and the said sidings near Great Coates Grimsby respectively.

Further saving for Postmaster-General.

135. Nothing in this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Humber Dock Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in that undertaking for the purposes in the Telegraph Act 1878 specified.

Power to Company to apply funds to purposes of Act.

136. The Company may apply for the purposes of this Act which they are by this Act authorised to carry into execution and to which capital is properly applicable any moneys which they now have in their hands or which they have power to raise by shares or mortgage or debenture stock and which may not be required for the purposes for which the same were authorised to be raised.

Application of moneys.

137. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied to the purposes of this Act and to the general purposes of the undertaking such purposes being in every case purposes to which capital is properly applicable.

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Interest on calls not to be paid out of capital.

138. No interest or dividend shall be paid out of any share or loan capital which the Company or the Seaforth 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 but nothing in this Act shall prevent the Company or the Seaforth 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.

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

Part XI.

Miscellaneous.

Supply of water from Ringwood Lake.

140. The Company may during the continuance of any lease granted by the owners of the lake or reservoir known as Ringwood Lake near Chesterfield in the county of Derby and subject to the terms and conditions of such lease take from the said Ringwood Lake a supply of water for the purposes of supplying the locomotive and other engines on their railway and for other purposes of their undertaking.

Power to lease lands.

141. The powers conferred upon the Company by section 56 (Power to lease lands over and adjoining railways of Company) of the Great Central Railway Act 1903 in relation to lands then already acquired by the Company shall mutatis mutandis extend and apply to lands acquired by the Company under the powers of this Act but so that the period of thirty years referred to in subsection (2) of the said section shall with respect to such last-mentioned lands be calculated as from the date of the passing of this Act.

Issue of delivery warrants by Company and Seaforth Company.

142. With respect to the giving of certificates and warrants by the Company and the Seaforth Company respectively (each of whom are in this section respectively referred to as "the

Company") for the delivery of goods the following provisions shall have effect (that is to say) :—

Certificates of deposited goods and warrants for delivery of goods.

(1) The Company from time to time at the request of any person warehousing or depositing any goods merchandise articles or things in any warehouse or upon any of the docks wharfs or shipping-places or in any free or bonded warehouses depôts buildings transit and other sheds and conveniences belonging to or leased or occupied by the Company specially appropriated for the purpose or any person entitled to any goods so warehoused or deposited may if the Company think fit issue and deliver to him a certificate in a form approved by the Company of the goods so warehoused or deposited or a warrant in a form approved by the Company for the delivery of the goods so warehoused or deposited or any part thereof to be respectively specified in the warrant :

Warrant not to be given till rates &c. paid.

(2) No such warrant for delivery shall be given unless and until all liens and claims for freight and all other liens or claims whatsoever to which the goods were liable while on board any vessel and before the warehousing or depositing of the same and of which the Company have notice in writing and all rates rents charges and expenses payable to the Company with respect to the warehousing or depositing of the goods or for services performed by the Company in respect thereof are paid or discharged :

Warrant not to be given till certificate given up.

(3) Before a warrant for the delivery of all or any of the goods specified in any certificate is issued by the Company the certificate shall be delivered to them to be cancelled Provided that if the warrant be for the delivery of part only of the goods the Company shall issue to the person so delivering up the certificate a new certificate with respect to the goods not specified in the warrant :

Effect of certificate or warrant.

(4) Every such certificate or warrant for delivery shall be deemed to be a document of title to the goods specified therein and shall be transferable by indorsement and any holder of such certificate or warrant whether the person named therein or the indorsee thereof shall have the same right to the possession and property

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of such goods as if they were deposited in his own warehouse:

Notice of effect of certificate or warrant to be endorsed thereon.

(5) Every such certificate or warrant shall state on the face thereof the effect of the last preceding subsection and that the certificate or warrant is issued under the powers of this Act:

(6) The Company may charge for each certificate or warrant any sum not exceeding two shillings.

Confirmation of purchase of Cleethorpes promenade pier.

143. The purchase of all shares in the Cleethorpes Promenade Pier Company made on behalf of the Company in manner herein-before recited and the expenditure in connexion therewith already incurred by the Company are hereby sanctioned and confirmed and the undertaking of the said pier company together with all rights powers authorities and privileges conferred upon the said pier company by the Cleethorpes Promenade Pier Order 1867 and all the buildings estate property and effects of the said pier company are hereby transferred to and vested in and may be exercised by the Company and the Company may hold the same subject to all debts liabilities and engagements of the said pier company due and incurred up to the time of the passing of this Act.

Dissolution of Cleethorpes Promenade Pier Company.

144. The Cleethorpes Promenade Pier Company is hereby dissolved and all their unexercised powers of raising capital are cancelled.

Company may maintain pier and make byelaws.

145. The Company may maintain and manage the Cleethorpes Promenade Pier and in addition to the byelaws authorised to be made by the Harbours Docks and Piers Clauses Act 1847 and the Cleethorpes Promenade Pier Order 1867 the Company may from time to time make alter and rescind byelaws for the regulation management and control of the Cleethorpes pier and the good and orderly conduct of all persons frequenting resorting to or using the same and may by any such byelaws impose penalties for the breach thereof not exceeding five pounds but no such byelaw shall be valid until confirmed by the Board of Trade.

For better prevention of trespass on railways of Company.

146. Any person who shall trespass upon any of the lines of railway now or hereafter belonging or leased to or worked by the Company solely or in conjunction with any other company or companies shall on conviction be liable to a penalty not exceeding forty shillings and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the recovery of damages not

specially provided for and of penalties and to the determination of any other matters referred to justices shall apply to this enactment Provided that no person shall be subject to any penalty under this enactment unless it shall be proved to the satisfaction of the justices before whom complaint is laid that by notices painted on boards or printed on paper and pasted on boards or enamelled on metal or otherwise as the Company may think fit and clearly exhibited public warning has been given to persons not to trespass upon the railway and that one or more of such notices has been affixed at the station on that railway and at the public road level crossing (if any) nearest to the spot where such trespass is alleged to have been committed and such warning shall be renewed as often as the same shall be obliterated or destroyed and no penalty shall be recoverable unless such warning is so placed and renewed Provided also that no person lawfully crossing any such railway at any level crossing thereof shall be liable to any such penalty as aforesaid And provided lastly that this enactment shall not interfere with but shall be subject to any future general enactment on the subject of trespassing on railways.

Repeal of section 58 of Great Central Railway Act 1903.

147. Section 58 (For better prevention of trespass on railways) of the Great Central Railway Act 1903 is hereby repealed without prejudice to any prosecution commenced thereunder before the passing of this Act.

Provision as to general Railway Acts.

148. Nothing in this Act contained shall exempt the companies or committees named in this Act or their railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act 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 authorised by this Act.

Costs of Act.

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

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The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

Statement of Capital of Wrexham Mold and Connah's Quay Railway Company.

Description of Capital.	Amount issued and agreed to be issued.
	£
Debenture stock :—	
A Amount issued	199,187
B Amount issued	174,846
C Amount issued	145,000
Agreed to be issued	1,479
Preference stock :—	
Amount issued	113,315
Agreed to be issued	10,500
Ordinary stock	453,270

SECOND SCHEDULE.

Creditors of the Wrexham Company.

Creditors.	Amount of Debt.		
	£	s.	d.
North and South Wales Bank	7,601	8	3
The Piercy Trustees	25,945	19	8
Sir H. B. Robertson	2,585	0	0
Representatives of N. Chadwick	55	0	0
J. R. Freine	188	8	5
C. Philo	6	4	2
The Chairman and Directors of the Wrexham Company in fees	112	15	6
Secretary and engineer (salary &c.)	125	14	11
B. J. Pollitt	700	0	0
Gladstone Trustees and Rector of Hawarden	600	0	0
Walter Reney	63	17	2
John Newall trading as Monk and Newall	79	13	6

THIRD SCHEDULE.

Statement of Capital of the Buckley Railway Company.

1. Description of Capital.	2. Amount issued.
	£
Ordinary stock - - - - - -	16,242
Ordinary shares of 10*l.* each - - - - -	29,830
Five per cent. preference stock - - - -	20,000

FOURTH SCHEDULE.

Describing Properties whereof portions only are required to be taken.

Parish or other Area.	No. on deposited Plan.
New Works by Great Central Railway Company.—Alteration of Levels (No. 1).	
Astley Street and Ashton Street Dukinfield.	
Dukinfield - - - -	5 6 7 8
Seaforth and Sefton Junction Railways.	
Seaforth - - - - -	162 165
Orrell and Ford - - - -	2
Sefton - - - - -	2 3 5 6

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FIFTH SCHEDULE.

Memorandum of Agreement made this fifth day of May one thousand nine hundred and four between the Great Central Railway Company (herein-after called "the Company") of the one part and the Mayor Aldermen and Burgesses of the Borough of Dukinfield (herein-after called "the Corporation") of the other part.

Whereas the Company purpose to raise the bridge carrying Astley Street over the railway of the Company (herein-after called "Astley Street Bridge") and also the bridge carrying Ashton Street over the Peak Forest Canal of the Company (herein-after called "Ashton Street Bridge"):

And whereas the Corporation have agreed to the raising of the said Astley Street and Ashton Street Bridges respectively in the manner and upon the terms and conditions herein-after contained:—

1. The Company shall be at liberty at their own expense to raise the roadway over the said Astley Street Bridge to a height not exceeding three feet above its present surface level and thereby to increase the gradients of the approaches to the said bridge In carrying out the approaches to the said raising of the road over the said bridge they shall not be made steeper than as regards the northerly approach a gradient of one in thirty-five and as regards the southerly approach a gradient of one in twenty-seven and a half as shown on the sectional plan hereunto annexed and signed in triplicate by Henry Kimber Esq. the Chairman of the Select Committee of the House of Commons to whom the Bill for the Great Central Railway Act 1904 was referred one copy of which plan has been deposited in the Private Bill Office of the House of Commons and another in the Office of the Clerk of the Parliaments of the House of Lords.

2. The Company shall be at liberty at their own expense to raise the said bridge shown on the annexed plan carrying Ashton Street over the Peak Forest Canal to a height not exceeding two feet six inches above its present surface level and thereby to increase the gradients of the approaches to the said bridge.

3. The gradients of the approaches to the said Ashton Street Bridge shall be as follows viz. On the north-easterly side towards Globe Square one in thirty (but such gradient shall be diminished so as not to be steeper than one in fifty at the written request of the Corporation given to the Company before they shall have commenced the work of or incident to the raising of Ashton Street Bridge) and on the south-westerly side towards

Barn Meadow Ironworks one in fifteen and a quarter as shown on the said sectional plan.

4. The Company shall where the carriageway of the said approaches to the said bridges is raised above the present level of the footpaths on either or both sides of the said Astley Street and Ashton Street at their own expense construct and provide proper retaining walls faced with blue brindled bricks provided with efficient parapets the Company shall also provide such additional means of access from the footpaths to the carriageway by means of two flights of steps to be placed in such position as shall be approved by the Corporation and the width of such flights of steps shall be taken off the footpath and not off the carriageway.

5. The said approaches shall be relaid with seven-inch best gritstone setts to be approved by the surveyor to the Corporation.

6. The Company shall subject as herein-after otherwise provided for ever after maintain and keep in good and sufficient repair but not cleanse the said approaches including the footpaths thereof and also the said retaining walls parapets means of access from the footpaths to the carriageway and all other works in connexion with the said raising of the said bridges.

7. The said works referred to in paragraphs one to six inclusive of this Agreement shall be executed to the reasonable satisfaction of the said surveyor to the Corporation.

8. The raising of the said bridges respectively and the alteration of the gradients thereto shall be completed by the Company with all reasonable despatch and the Company shall not close the said Astley and Ashton Street or either or them without the previous consent in writing of the Corporation.

9. The Company will subject to the indemnity next herein-after contained indemnify and save harmless the Corporation against all actions proceedings claims demands damages and costs for or in respect of compensation for damage or otherwise by reason or in consequence of or arising from the construction or completion of the above works the subject of this Agreement or any of them or in consequence of or arising from non-compliance with the terms and conditions of this agreement.

10. If the Corporation shall require as aforesaid the north-easterly approach of Ashton Street Bridge to be constructed with a gradient not steeper than one in fifty instead of one in thirty they shall indemnify and keep indemnified the Company from all actions claims and demands which may be brought or made by the owners lessees or occupiers of the properties situate between the canal and Globe Square on the south-east side of the north-easterly approach to Ashton Street Bridge in respect of the raising of the road and other works for constructing such approach at a gradient of one in fifty instead of one in thirty and the Corporation shall for ever thereafter maintain and keep in good and sufficient repair the additional length of the said approach caused through the same being constructed at a gradient of less than one in thirty.

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In witness whereof the Company and the Corporation have hereunto caused their respective common seals to be affixed the day and year first above-written.

The common seal of the Great Central Railway Company was hereunto affixed in the presence of } L.S.

O. S. Holt
Secretary.

The common seal of the Corporation of Dukinfield was hereunto affixed in the presence of } L.S.

Henry Pratt
Mayor.

Thos. Hodgetts Gordon
Town Clerk.

SIXTH SCHEDULE.

An Agreement made the twentieth day of July one thousand nine hundred and one between the Great Central Railway Company (herein-after called "the Great Central Company") of the one part and the Lancashire Derbyshire and East Coast Railway Company (herein-after called "the Derbyshire Company") of the other part.

Whereas the Derbyshire Company are the owners of a system of railway traversing the Derbyshire and Nottinghamshire coalfield and terminating at Pye Wype Junction near Lincoln with facilities for running to the city of Lincoln and the towns of Boston Louth and other places on the system of the Great Northern Railway Company And whereas the Great Central Company are the owners of a railway extending from the city of Lincoln through to Grimsby in the county of Lincoln And whereas it is to the interest of both companies that an agreement should be made for the fixing of through rates for coal and coke traffic as herein-after mentioned viâ Lincoln and for the mutual exercise by the said companies of running powers as herein-after provided Now it is hereby agreed between the said companies parties hereto as follows (that is to say):—

1. The Derbyshire Company shall as from the date hereof be at liberty for the purposes of any coal and coke traffic from collieries on or near to or

beyond the said railway of the Derbyshire Company to run over and use with their engines waggons and trucks officers and servants the said railway of the Great Central Company from Durham Ox Junction in the city of Lincoln to the western entrance of the dock sidings near Great Coates Grimsby.

2. The Great Central Company shall in like manner as from the date hereof be at liberty for the purposes of any coal and coke traffic from collieries on or near to or beyond the said railway of the Derbyshire Company to run over and use with their engines waggons and trucks officers and servants the whole of the railways of the Derbyshire Company.

3. Neither company shall be entitled under this agreement to carry local traffic between collieries and stations situate on the railways of the other company over which running powers are herein-before granted.

4. All coal and coke traffic hauled by the Derbyshire Company to Grimsby under this agreement shall be placed by the Derbyshire Company into such of the reception sidings outside the Grimsby Docks as may be indicated by the Great Central Company's officials or into such other reception sidings as may for the time being be allotted for coal traffic between Great Coates and Grimsby Docks and all shunting and marshalling of such traffic when so placed by the Derbyshire Company shall be done by the Great Central Company.

5. The Great Central Company shall fix through rates and charges for coal and coke traffic between all collieries situate either upon the said railways of the Derbyshire Company or upon any railway over which that Company exercises running powers (it being expressly agreed that the following collieries viz. Clowne (Southgate) Grassmoor and Shirebrook shall be deemed to be within the operation of this clause) and all stations on the Great Central Railway which can be conveniently reached by the Derbyshire Company's system viâ Lincoln such rates and charges not being higher than the through rates and charges which shall for the time being be charged by the Great Central Company for the conveyance of coal and coke traffic between the same points viâ Retford or any other Great Central route.

6. The Great Central Company shall not be under any obligation to carry by the Lincoln route or account to the Derbyshire Company as if it had been so carried any coal or coke traffic which they shall secure from collieries by means of their own railway or by means of their connexions with the Midland Company or any other company notwithstanding that the traffic from any such colliery could have travelled by means of the connexion with the Derbyshire Company under this agreement but save as aforesaid all coal and coke traffic from collieries on or near to or beyond the railway of the Derbyshire Company which the Great Central Company shall secure by means of the running powers hereby granted for conveyance to Grimsby or to any intervening station shall (so long as a working connexion between the systems of the said respective companies at or near Lincoln can be

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maintained) be carried over the said railway of the Derbyshire Company viâ Lincoln and if not so carried the said traffic shall nevertheless be accounted for to the Derbyshire Company by the Great Central Company in all respects as if it had been so carried.

7. The terminal on coal or coke traffic shall be twopence per ton at the collieries and all stations and threepence per ton at Grimsby Docks to be credited to the company at whose end respectively the terminal charge shall arise.

8. The rates and charges for all traffic carried by either company pursuant to this agreement or accounted for as if so carried shall after the said terminals and the tipping charges current for the time being at Grimsby Docks (the rates at Grimsby being inclusive of tipping) and the amounts payable to other companies shall have been deducted be divided between the two companies according to mileage Provided that as to all traffic (if any) which shall be carried under this agreement from collieries beyond the Derbyshire system the proportion of the through rate to be deducted in respect of the carriage up to the Derbyshire line shall in no case exceed the mileage proportion of such carriage and the terminal of twopence.

9. The mileage proportion of the said rates and charges receivable by the Great Central Company shall be increased by an allowance to be paid out of the Derbyshire Company's share as arrived at under clause 8 in excess of the actual mileage of the traffic upon the Great Central Railway such allowance to be computed as follows (that is to say):—

(A) In the case of traffic originating or coming upon the railway of the Derbyshire Company at any point east of Warsop Colliery the bonus allowance shall be five miles:

(B) In any other case the bonus allowance shall be seven and a half miles.

10. Each company carrying traffic over the lines of the other under the powers of this agreement shall be allowed for haulage twenty-five per cent. of the mileage proportion of the receipts of such traffic due to the other company under clause 8 hereof without taking into account the aforesaid bonus mileage allowance.

11. The two companies will so far as their respective powers extend and admit co-operate in overcoming any difficulties which may arise in working the traffic over the existing lines through Lincoln and in particular if it shall be found necessary in providing a new connexion with a view to avoiding the existing level crossings at Pelham Street and High Street but if and so long as it shall be found necessary to suspend the traffic by reason of difficulties in effecting the connexion at Lincoln it shall be lawful for the Great Central Company to convey viâ Retford or any other alternative route traffic which otherwise they would have been bound under this agreement to convey viâ Lincoln without being under any obligation to account under this agreement to the Derbyshire Company for the traffic so conveyed.

12. If from any cause the Derbyshire Company shall be unable to work the said traffic beyond Pye Wype Junction the Great Central Company shall upon receiving reasonable notice from the Derbyshire Company requiring them so to do work it from the said junction so far as the powers and accommodation of the Great Central Company for the time being shall enable them in this behalf.

13. If any engine sheds turntables or water for engines be used by the running company the same shall be paid for separately by such company upon the terms which are usually charged between railway companies.

14. In exercising the running powers conferred by this agreement either company their agents and servants shall be subject to the byelaws and reasonable regulations for the time being of the other company.

15. The two companies shall at all times afford each to the other all reasonable facilities as between friendly railway companies for the forwarding and passage of traffic of every description over their respective railways the subject of this agreement and shall accommodate manage and forward such traffic as effectually regularly and expeditiously as if it were their own traffic.

16. The two companies will use their best endeavours to procure the abandonment of the existing powers now vested in the Lincoln and East Coast Railway and Dock Company for the construction of the line of railway between Lincoln and Sutton-on-Sea originally forming what was known as the eastern section of the undertaking of the Derbyshire Company including the powers for the construction of the contemplated harbour works and dock at Sutton-on-Sea but so that no part of the expense if any of procuring such abandonment shall be borne by the Derbyshire Company and the Derbyshire Company shall not during the continuance of this agreement support directly or indirectly any scheme having for its object the connexion of their system of railways with any port or dock on the east coast in competition with the Great Central Company and in particular will not support any application for extension of the time for exercise of the powers now vested in the said Lincoln and East Coast Railway and Dock Company and will if so required by the Great Central Company and at the expense of that company oppose in Parliament any scheme for effecting any such connexion with the east coast which may be promoted by any other parties.

17. Any dispute or difference which may arise under this agreement or touching the construction thereof or any matter or thing herein contained or the rights or duties of either party hereunder including any case of alleged hardship arising under the working hereof which the party complaining may desire to refer to arbitration rather than to raise before Parliament shall be referred to a single arbitrator to be appointed on the application of either party by the Board of Trade and the decision of such arbitrator shall be final and conclusive between the said companies.

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18. Either of the parties shall be at liberty to apply at any time for statutory confirmation of this agreement and thereupon the other of them shall support such application and it is hereby declared that in accordance with the standing orders of Parliament this agreement is made subject to such alterations as Parliament may think fit.

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

The common seal of the Great Central Railway Company was hereunto affixed in the presence of } L.S.

O. S. Holt
Secretary.

The common seal of the Lancashire Derbyshire and East Coast Railway Company was hereunto affixed in the presence of }

Charles Cockburn
J. O. Nicholson } Directors. L.S.

M. D. Hancock
Secretary.

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