CHAPTER cvii.

An Act for conferring further powers on the Lancashire and Yorkshire Railway Company with relation to their undertaking; and for other purposes. [3d July 1879.]

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WHEREAS it is expedient that the Lancashire and Yorkshire Railway Company (who are herein-after referred to as "the Company") should be authorised to make and maintain the works herein-after described, and to purchase and acquire additional lands for the purposes of their undertaking, and that the other powers herein-after contained should be conferred upon the Company:

And whereas the Company are jointly with the London and North-western Railway Company the proprietors of the Preston and Wyre Railway, and it is expedient that those two companies should be empowered for the purposes of the said undertaking to acquire the lands herein-after described:

And whereas it is expedient that the powers granted to the Company by the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act, 1872, for the compulsory purchase of lands for the purposes of the "extension Shawforth branch to Bacup," and by the Lancashire and Yorkshire Railway Act, 1875, for the deviation thereof should be revived, and that the time for the construction and completion of the said extension railway, limited by the Lancashire and Yorkshire Railway Act, 1876, and for the construction and completion of the said deviation, limited by the Lancashire and Yorkshire Railway Act, 1875, should be further extended, and that the time granted to the Company by the Lancashire and Yorkshire Railway Act, 1876, for the compulsory purchase of lands for the purposes of the—

35 & 36 Vict. c. cxvi.

38 & 39 Vict. c. cxxv.

39 & 40 Vict. c. clxx.

(*a.*) Widening of line and enlargement of Exchange Station, in Tithebarn Street, Liverpool;

(*b.*) Widening Bacup branch; and

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(*c.*) Widening main line, Heaton Lodge to Dewsbury Junction;
(*d.*) Connecting line at Burnden, near Bolton,
should also be extended:

And whereas it is expedient that the time granted to the Company by the Lancashire and Yorkshire Railway Act, 1875, for the construction and completion of the short line at Werneth, Oldham, and by the Lancashire and Yorkshire Railway Act, 1876, for the construction and completion of the connecting line at Burnden, near Bolton, should be extended:

And whereas it is expedient that the provisions herein-after contained should be made with respect to the formation of certain roads and the execution of certain works at Southport:

And that the agreement made between the Company of the one part, and the trustees of Mather's Charity of the other part, with respect to certain lands in the township of Farnworth and Kearsley, in the parish of Deane, in Lancashire, should be confirmed:

7 & 8 Vict. c. lxxxii.

And whereas by the 314th section of an Act passed in the year 1844, "for making a railway from the Manchester and Leeds "Railway to the towns of Ashton-under-Lyne and Stalybridge," the Company thereby incorporated (who are now merged in and form part of the Lancashire and Yorkshire Railway Company) are required to make a level crossing over or across their railway in the field described in the said section, "sufficient for the passing and "repassing of carts and other carriages, where the said railway "intersects the surface of the said field, for the use, benefit, and "advantage of the owners and occupiers of the said field:" And whereas the said level crossing is no longer used, and it is expedient that the said section should be repealed:

40 & 41 Vict. c. lix. ss. 40, 43.

And whereas by the Lancashire and Yorkshire Railway Act, 1877, the Company obtained power to consolidate the guaranteed and preferential stocks in their capital, the term guaranteed stocks being used to designate the stock the dividends upon which are not contingent upon the profits of the year, and the term preferential stocks being used to designate the stocks the dividends upon which are payable only out of the profits of each year:

And whereas in pursuance of the provisions of the Lancashire and Yorkshire Railway Act, 1877, a scheme for the consolidation of certain of those stocks was prepared by the directors and submitted to the proprietors thereof at a special meeting duly convened and held on the 26th day of February 1879, and to the general body of proprietors of the Company at a meeting duly convened and held on the 26th day of March 1879, and such scheme was unanimously approved by such proprietors respectively:

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And whereas it is expedient that the further provisions herein-after contained should be made with respect to the future consolidation of the other stocks of the Company:

And whereas it is expedient that the other provisions herein-after contained should be made:

And whereas plans and sections showing the lines and levels of the works authorised by this Act, and the lands in or through which the same are intended to be made, and plans of the lands by this Act authorised to be acquired and appropriated, and a book of reference to such plans containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the said lands, have as regards the works, lands, and property in Lancashire been deposited with the clerk of the peace for the county palatine of Lancaster, and as regards the works, lands, and property in the west riding of the county of York with the clerk of the peace for the said west riding, and those plans, sections, and books of reference are in this Act referred to as the deposited plans, sections, and books of reference respectively:

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

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with 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:

Short title.

1. This Act may be cited as the Lancashire and Yorkshire Railway Act, 1879.

Incorporation of general Acts.

2. The following Acts and parts of Acts are, excepting where the same are expressly varied by this Act, incorporated with and form part of this Act; namely,

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869: 8 & 9 Vict. c. 18. 23 & 24 Vict. c. 106. 32 & 33 Vict. c. 18.

Part 2 of the Railways Clauses Act, 1863, relating to extension of time. 26 & 27 Vict. c. 92.

Interpretation of terms.

3. 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 for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partly incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

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Abolishing level crossing at Hipperholme.

4. The following provisions with respect to the level crossing at Hipperholme shall, unless otherwise agreed between the Company and the Hipperholme Local Board of Health, have effect; (that is to say,)

(1.) If and so soon as the Company make or procure to be made a new road at Hipperholme, wholly situate in the township of Hipperholme-cum-Brighouse, in the parish of Halifax, in the west riding of Yorkshire, commencing by a junction with the public road or highway adjacent to the Hipperholme Station of the Company, and at a point about 35 yards north-eastward of the crossing of the said public road over the Company's railway on the level, and from thence continued in the line and direction shown on a sheet of the deposited plan signed in duplicate by Sturges Meek, the engineer of the Company, and by John Edwards Hill, the clerk to the said local board of health, and terminating in the public road leading from Woodnook to Walter Clough at the point indicated on the said plan, the Company may stop up and appropriate to their own purposes the site and soil of so much of the said public road or highway, including the level crossing aforesaid, as is bounded on both sides by lands of the Company, and shown upon the said plan as to be stopped up, and all rights of way in or over the said portion of road, including the said level crossing, shall be and are hereby extinguished, and the new or substituted road shall be maintained and repaired by the same body or person or persons who is or are now liable to maintain and repair the existing road.

(2.) The Company and the Hipperholme Local Board of Health may from time to time enter into and fulfil agreements or contracts with reference to the foregoing matters, or any of them, or any matter incidental thereto.

Company may hold certain lands in Hipperholme.

5. The Company may retain and hold for the purposes of their undertaking certain lands delineated on the deposited plans which they have purchased in the said township of Hipperholme, in part lying on the south-westerly and partly lying on the north-easterly side of the Company's railway and adjacent to their Hipperholme Station, and may stop up and appropriate the site and soil of any footways intersecting or being upon the said lands.

Widening of bridge at Cleckheaton.

6. Subject to the provisions of this Act, the Company may in the township of Cleckheaton, in the parish of Birstal, in the west riding of Yorkshire, in the lines and according to the levels shown

on the deposited plans and sections, widen the bridge now carrying the Lancashire and Yorkshire Railway over Westgate. A.D. 1879.

Works at Southport.

7. Subject to the provisions of this Act, the Company and the West Lancashire Railway Company and the mayor, aldermen, and burgesses of the borough of Southport jointly, or any of them with the concurrence of the others, may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the works herein-after described, and may exercise the powers herein-after mentioned at Southport, in the township and parish of North Meols, in Lancashire, and may for the purposes aforesaid make such alterations in the levels of the streets, roads, and footpaths affected thereby as are shown upon the deposited plans and sections, and may stop up and appropriate the sites of such streets, roads, and footpaths as are included within the limits of the lands shown on the said plans as intended to be taken compulsorily under the powers of this Act, and which shall be so taken, and may enter upon and 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, making compensation to all parties injuriously affected, in accordance with the Lands Clauses Consolidation Act, 1845.

(a.) They may make a new road by means of a bridge with convenient approaches commencing in Ash Street at about 81 yards south-westward of the junction thereof with Forest Road, and terminating in Barton Street at about 62 yards south-westward of the junction of Barton Street with Sussex Road.

(b.) They may alter the levels of Forest Road aforesaid from a point about 50 yards, to about 234 yards, measured along Forest Road in an easterly direction, from its junction with Hampton Road.

(c.) They may alter the levels of Kensington Road, extending from about 24 yards to about 130 yards, measured along Kensington Road in an easterly direction, from the junction of Windsor Road therewith.

(d.) They may make such alterations in the levels of the roads, streets, footpaths, and other accesses communicating with the said new road as may be necessary in the executing of the said intended new road and works or for the convenient use thereof.

(e.) They may make a footpath commencing by a junction with the proposed new road at about 228 yards from the com-

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mencement thereof in Ash Street, and terminating at Little London Lane on the easterly side of the West Lancashire Railway.

(f.) They may make a footpath bridge commencing in Hampton Road at about 77 yards from the junction thereof with Forest Road, passing over the Wigan and Southport line of the Company, and over the site of the authorised line of the West Lancashire Railway, and terminating in Windsor Road at about 79 yards from the junction of that road with Kensington Road.

(g.) When the said road and footpaths herein-before authorised are completed and opened to the public, the following provisions shall have effect; namely,

(1.) All rights of way over the level crossing of the Wigan and Southport line known as the Windsor Road level crossing, connecting Windsor Road with Hampton Road, shall be extinguished, and so much of the site and soil of the said level crossing as is situate between the gates at present erected defining the said level crossing, shall be, so far as the same does not now belong to the Company, vested in them, and the Company may stop up so much of Windsor Road as lies between the points 79 yards and 107 yards, measured along the said Windsor Road from its junction with Kensington Road, and so much of the site and soil of the said Windsor Road as lies between those two points shall be and the same is hereby vested in the West Lancashire Railway Company.

(2.) All rights of way over the level crossing of the Wigan and Southport line connecting Birch Street with Ivy Street shall be extinguished, and the site and soil of so much of the said crossing as is situate between the gates at present erected defining the said level crossing, so far as the same do not already belong to them, shall be and the same are hereby vested in the Company.

(3.) The West Lancashire Railway Company may abandon the construction of the bridge intended to carry Little London Lane or Kensington Road over their railway, and all rights of way in and over the West Lancashire Railway with relation to the said street or road are hereby extinguished, and the site and soil of so much of the said road as is situate within the fences of the West Lancashire Railway are hereby vested in the West Lancashire Railway Company.

(h.) The new and substituted roads, streets, and footpaths shall be maintained and repaired by the same body or persons as are now liable to the repair and maintenance of the roads or footpaths for which they are substituted.

Provided that the works herein-before provided for may, if it shall be so agreed, be executed by the corporation of Southport at the expense of the said corporation and of the Company and the West Lancashire Railway Company, in such proportions and on such terms and conditions as may have been or may be agreed upon between those three parties, and the agreement set forth in the Second Schedule to this Act, bearing date the 5th day of February 1878, is hereby confirmed and made binding upon the parties thereto, and the provisions thereof may and shall be carried into effect by the said parties so far as they remain unexecuted.

Power to deviate in construction of roads.

8. With respect to the works at Southport, the Company, jointly with the West Lancashire Railway Company and the corporation of Southport, in constructing the new roads and alteration of roads, footpaths, and streets herein-before authorised, may deviate from the centre lines shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively, but so nevertheless that no part of such deviation be constructed beyond the said limits, and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet, but not so as to increase the rate of inclination as shown on the deposited sections of any new road, footpath, or street.

As to works affecting the Southport Waterworks Company.

9. In constructing and maintaining any works authorised by this Act and the agreement hereunto scheduled affecting the mains, pipes, or other works of the Southport Waterworks Company (hereinafter called "the water company"), the Company or the West Lancashire Railway Company or the said corporation, as the case may be (who jointly or, as the case may be, severally are referred to in this section as the promoters), shall, unless otherwise agreed between the promoters and the water company, observe and comply with the following conditions; namely,

1. All works, matters, or things which the promoters may be empowered or required to do or execute under the provisions of this Act and the agreement scheduled hereto shall be done and executed by and at the cost of the promoters, but to the reasonable satisfaction of the engineer for the time being of the water company, and such works, matters, or other things shall not be commenced, except in case of emergency, until after seven days previous

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notice thereof in writing shall have been given to the water company.

2. In constructing and maintaining the new road commencing in Ash Street and terminating in Barton Street shown on the deposited plans, the promoters shall so construct and maintain the same as to enable the water company to lay down and maintain under one of the footpaths of the said new road two lines of pipes, each of twelve inches diameter, over and along the said new road, and the promoters will permit and suffer the water company from time to time to lay down and maintain such or smaller pipes on the same sites over or along such new road, and from time to time repair, alter, remove, and renew the same; provided that in case the relative levels of the rails and the bridge or bridges over the same should not admit of sufficient depth being left to enable such pipes to be so laid, then and in every such case the promoters shall make such convenient provision alongside or within the parapets of the said bridge or bridges as will enable such pipes to be laid alongside or within the same.

3. It shall be lawful for the water company, and the engineer, workmen, and others in their employ, at all reasonable times to enter upon such new road, or any public carriageway that may be constructed or altered under the powers of this Act or of the agreement scheduled hereto, and to do all such works as may be required for repairing, maintaining, altering, removing, or replacing any mains or pipes of the water company now laid, or which may hereafter be laid, under or over the said new road or public carriageway: Provided always, that in so doing the water company, or their engineer or workmen, shall not unduly interrupt or interfere with the traffic passing on the said new road or public carriageway; and provided also, that the water company shall make good and reimburse to the promoters all damages, if any, occasioned by the exercise of such powers.

4. If the promoters and the water company differ concerning the execution of any works to be carried out under the provisions of this Act or of the agreement scheduled hereto, every such difference shall be settled by an engineer to be appointed by the engineers of the parties in difference, or if they cannot agree on such appointment, then by an engineer to be appointed by the President for

the time being of the Institution of Civil Engineers on the application of either party.

5. All works constructed under this Act or the said agreement shall be constructed and maintained so that the use of the mains and pipes of the water company and their supply of water shall not be unduly impeded or interfered with.

6. If by reason of the construction or maintenance of the works by this Act or the said agreement authorised any of the mains, pipes, or other works of the water company shall be damaged or injured, or their supply of water impeded, the promoters shall make good and reimburse to the water company all damages, if any, occasioned by the exercise of the powers of this Act.

7. Nothing in this Act contained shall affect or interfere with any of the rights and privileges of the water company in respect of the laying down and maintaining water pipes under or along the Windsor Road level crossing herein-before mentioned, and the level crossing connecting Birch Street and Ivy Street herein-before mentioned, all of which rights and privileges may be exercised by the water company as if this Act had not been passed.

Power to purchase additional lands.

10. 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 enter upon and take compulsorily, for the improvement and enlargement of their railways, stations, and works, and for the construction of new stations, buildings, and sidings, and other the purposes of their undertaking, the lands herein-after described, which are delineated upon the deposited plans and described in the deposited books of reference, and they may hold such of the said lands as they have already acquired; (that is to say,)

Certain lands in the township of Newton and parish of Manchester, in Lancashire, abutting upon the south side of the Company's Ashton Branch Railway:

Certain lands at Whitefield, in the township of Pilkington, in the parish of Prestwich-cum-Oldham, in Lancashire, abutting upon the railway in course of construction there:

Certain lands at Stacksteads, in the township of Newchurch, in the parish of Whalley, in Lancashire, lying near to the Company's station at Stacksteads:

Certain lands at Walsden, in the township of Todmorden and Walsden, in the parish of Rochdale, in Lancashire, abutting

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upon the main line of the Company near to their Walsden Station:

Certain lands at Bradford, in the township and parish of Bradford, in the west riding of Yorkshire, lying on the south side of Bridge Street and eastward of the Lancashire and Yorkshire Railway.

Power to Company and London and North-western Railway Company to acquire additional lands at Poulton.

11. Subject to the provisions of this Act, the Company and the London and North-western Railway Company, or either of them with the consent of the other, may from time to time enter upon, take, use, and appropriate to purposes connected with the undertaking of the Preston and Wyre Railway, all or any of the lands, houses, and buildings herein-after described, which are delineated upon the deposited plans and described in the deposited books of reference; (that is to say,)

Certain lands at Poulton, in the township and parish of Poulton-le-Fylde, in Lancashire, on the north-east side of and immediately abutting upon the station premises of the two companies at Poulton, and bounded on the north-easterly side by the public road or highway leading to Poulton-in-the-Fylde.

Power to take easements, &c. by agreement.

12. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege required for the purposes of this Act, or any of the purposes of their undertaking, in, over, or affecting any such lands, and the provisions of the last-mentioned Acts with respect to lands and rentcharges, as far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, or privileges as aforesaid.

Period for compulsory purchase of lands.

13. The powers for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

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

14. And whereas in the construction of the works hereby authorised, or otherwise in exercise of the powers of this Act, and also for the purposes of the widening Bacup Branch Railway authorised by the Lancashire and Yorkshire Railway Act, 1876, and in the exercise of the powers granted by the said Act in relation to the said branch railway, it may happen that portions only of the lands, buildings, or manufactories shown on the deposited plans, and on the plans of the said branch deposited in the month of November 1875 with respect to the said Act of 1876, may be sufficient for the purposes of the same works respectively, and that such portions

may be severed from the remainder of the said properties without material detriment thereto: Therefore, notwithstanding section 92 of the Lands Clauses Consolidation Act, 1845, the owners of and persons interested in the lands, buildings, or manufactories described in the First Schedule to this Act, and whereof parts only are required for the purposes of this Act or of the said Act of 1876, may, if such portions can in the opinion of the jury, arbitrators, or other authority to whom the question of disputed compensation shall be submitted, be severed from the remainder of such properties without material detriment thereto, be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof, the Company paying for the portions required by them, and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Extension of time for purchase of certain lands.

15. The powers of the Company for the compulsory purchase of lands for the purposes next herein-after mentioned are hereby revived and extended, but the said powers shall not be exercised after the expiration of the periods herein-after specified; namely,

For the purposes of the "extension Shawforth branch to Bacup" and for the "deviation of authorised extension Shawforth branch to Bacup," until the nineteenth day of July one thousand eight hundred and eighty;

And the said powers are hereby extended and may be exercised by the Company;

For the purposes of the—

(*a.*) "Widening of line and enlargement of Exchange Station in Tithebarn Street, Liverpool";

(*b.*) "Widening Bacup branch"; and

(*c.*) "Widening main line, Heaton Lodge to Dewsbury,"

until the twenty-fourth day of July one thousand eight hundred and eighty-one;

For the purposes of the "connecting line at Burnden, near Bolton," until the twenty-fourth day of July one thousand eight hundred and eighty.

Extension of time for completion of certain railways.

16. The respective periods limited for the construction and completion of the following railways and works are hereby extended as follows; (that is to say,)

The "short line at Werneth, Oldham," until the nineteenth day of July one thousand eight hundred and eighty:

The "connecting line at Burnden, near Bolton," until the twenty-fourth day of July one thousand eight hundred and eighty-two:

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The "extension Shawforth branch to Bacup" and the "deviation of authorised extension Shawforth branch to Bacup," until the first day of August one thousand eight hundred and eighty-one.

Repealing certain provisions in 7 & 8 Vict. c. lxxxii.

17. The provisions contained in the 314th section of the Act 7 and 8 Vict. cap. 82, which require the Company to make in the township of Newton and parish of Manchester, in Lancashire, a level crossing over or across the railway authorised by the said Act, in a field No. 170 in Schedule K. to the said Act, sufficient for the passing and repassing of carts and other carriages, are by this Act repealed, and the said level crossing, and all rights of way in, over, or across the said railway existing at the spot designated in the said Act, or in the field aforesaid, either by virtue of the said provisions or otherwise, are hereby abolished.

Confirming agreement with trustees of Mather's Charity.

18. The agreement set forth in the Third Schedule to this Act, bearing date the 9th day of June 1875, and made between the Company of the one part and the trustees of Mather's Charity, in the parish of Deane, in Lancashire, of the other part, is hereby confirmed and made binding upon the parties thereto, and the provisions thereof may and shall be carried into effect by the said parties so far as they remain unexecuted, and all acts and deeds already done or executed in pursuance of and in conformity with the said agreement are hereby confirmed.

Power to apply corporate funds to purposes of Act.

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

Power to West Lancashire Railway Company to apply corporate funds.

20. The West Lancashire Railway Company may apply to the purposes of this Act which they are authorised to carry into effect any of the moneys which they now have in their hands, or which they have power to raise by virtue of any Acts relating to the said Company, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Provisions as to the guaranteed or preferential stocks of the Company.

21. Notwithstanding anything contained in the 40th section of the Lancashire and Yorkshire Railway Act, 1877, any scheme or schemes which may hereafter be prepared by the directors for the consolidation of the guaranteed or preferential stocks of the Company, whether bearing a fixed, fluctuating, contingent, preferential, perpetual, deferred, or other dividend or interest, may be submitted for the consideration and approval of the proprietors of such stocks at a separate meeting of the said proprietors respectively.

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As to future consolidation of other stocks.

22. In addition to the powers conferred upon the Company by the 40th section of the Lancashire and Yorkshire Railway Act, 1877, and subject and according to the provisions of that Act as varied by this Act, the directors may include in any future scheme or schemes for the consolidation of guaranteed or preferential stocks of the Company of any description provisions to the following effect:

1. They may for the purposes of the scheme or schemes issue not only guaranteed or preferential stocks, but, for the purpose of the commutation herein-after mentioned, ordinary stock of such an amount as may be defined in the said scheme or schemes, and attach to such stocks respectively such provisions and conditions with respect to the amount of dividend and time for the payment thereof as the directors may see fit, and they may receive or pay, as the case may be, such sums of money as may be necessary for carrying into effect any such scheme or schemes as aforesaid.
2. They may include in any such scheme or schemes any guaranteed or preference stocks which may hereafter be created under any existing Act of Parliament or any Act to be hereafter passed relating to the Company.
3. In any case where any guaranteed or preferential stock is entitled to any dividend varying with the profits of the Company, in addition to the fixed minimum dividend on such stock, the scheme may provide for the commutation of such additional dividend by the issue of ordinary stock.

Company not exempt from provisions of present and future general Railway Acts.

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

Expenses of Act.

24. 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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FIRST SCHEDULE.

Describing Lands, Buildings, and Manufactories of which Portions only may be required.

Township or Parish.	Numbers on Plans deposited with respect to this Act.
PART I.	
Works at Southport—	
Township of North Meols - - -	13, 14, 18, 19, 97, 79.
Lands at Poulton—	
Township of Poulton-in-the-Fylde - -	1, 2.

Township or Parish.	Numbers on Plans deposited with respect to Act of 1876.
PART II.	
Widening Bacup Branch Railway—	
Parish of Bury - - - -	31, 35, 38, 39.
„ Whalley - - - -	50, 38*a*, 38*b*, 38*d*, 38*e*, 93.
„ Rochdale - - - -	83, 84, 85.

SECOND SCHEDULE.

Containing Agreement between the Company and the Corporation of Southport and the West Lancashire Railway Company.

AN AGREEMENT made the fifth day of February 1878, between the Mayor, Aldermen, and Burgesses of the borough of Southport, in the county of Lancaster, herein-after called the "Corporation," of the first part, the Lancashire and Yorkshire Railway Company of the second part, and the West Lancashire Railway Company of the third part.

FOR the considerations herein-after appearing, it is agreed by and between all the said parties that the Corporation shall and will erect a bridge over the Lancashire and Yorkshire Railway and the West Lancashire Railway,

between Ash Street and Barton Street in Southport aforesaid, with convenient approaches and footway therefrom leading into Kensington Road, and also a footbridge for passengers over the present Windsor Road level crossing, and the proposed level crossing over the same road by the West Lancashire Railway Company, according to plans, sections, and specifications to be approved of by the engineer of the Lancashire and Yorkshire Railway Company and by the directors of the West Lancashire Railway Company, under the hand of their secretary, so far as those companies are respectively affected by the proposed works.

1. A committee composed of six persons, two of whom to be appointed by each of the said three parties, shall be appointed to assist the Corporation in obtaining all necessary land and entering into contracts for carrying out the said works, and also in appointing an engineer, secretary, and all other necessary persons, and generally to do all such acts as are necessary to secure the stopping of the level crossings herein-after mentioned, and to carry out this agreement.

2. The cost of the said works as they proceed, and the purchase of all necessary land and compensation, if any, to owners of property, and all other expenses incidental thereto, and the cost of the future maintenance of the said works (except the footpaths and carriageway over the said bridges and works which shall be maintained by the Corporation) shall be defrayed and borne by the parties hereto in the proportions following, *i.e.*:

The Corporation shall pay one eighth.

The Lancashire and Yorkshire Railway Company shall pay four eighths.

The West Lancashire Railway Company shall pay three eighths.

3. The Corporation shall from time to time make orders for payment by railway companies on account of the said works as they proceed, and of all other outlay as it is made, and all orders for payment based upon the certificates of the proper parties shall be paid by the railway companies in the said proportions within fourteen days from the receipt of such order.

4. The Corporation shall not charge for the land in their town's yard upon which the abutments of the arches of the bridge may stand.

5. The Lancashire and Yorkshire Railway Company shall, upon the execution of this agreement by the Corporation and the West Lancashire Railway Company, afford to the Corporation facilities for the construction of a footbridge for passengers from Virginia Street to London Street, in Southport, to be made according to plans and sections to be approved of by the engineer of the Lancashire and Yorkshire Railway Company, and the provisions of the 14th section of the Southport Improvement Act, 1876, shall apply to the said footbridge in the same manner as if they were fully set out in this agreement.

6. The bridge proposed to be erected by the West Lancashire Railway Company over Kensington Road shall be abandoned.

7. The public level crossing at Windsor Road and also at Birch Street aforesaid shall be abolished when the footbridge over Windsor Road and the bridge hereby agreed to be erected are completed.

8. That in case the Corporation or the railway companies, or any or either of them, think it necessary to obtain parliamentary powers for the confirmation of this agreement, or to enable them to carry the same into effect, all the said

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parties hereto will concur in the necessary application to Parliament in that behalf, and the costs of such application shall be part of the costs incurred in the carrying of this agreement into effect.

9. That the engineer or engineers to be employed by the joint committee shall be prohibited from ordering or sanctioning any extras to the contract whatever, all extra work to be sanctioned by the joint committee before being commenced.

10. The engineer shall also be prohibited from acting as sole arbitrator in cases of dispute between any contractors and the joint committee.

11. The engineer to be appointed to prepare the plans, specifications, and bills of quantities shall be required to guarantee their accuracy and be responsible for all omissions therefrom.

As witness the respective common seals of the said parties hereto the day and year first before written.

The common seal of the mayor, aldermen, and burgesses of the borough of Southport was affixed hereto in the presence of

KEIGHLEY WALTON,
Town Clerk.

Seal of the Mayor, Aldermen, and Burgesses of the Borough of Southport.

Passed under the common seal of the Lancashire and Yorkshire Railway Company, in the presence of

DAVID HOLT,
Assistant Secretary.

Seal of the Lancashire and Yorkshire Railway Company.

The common seal of the West Lancashire Railway Company was affixed hereto in the presence of

THO. GILBERT,
Secretary and Manager.

Seal of the West Lancashire Railway Company.

THIRD SCHEDULE.

Containing Agreement between the Company and the Trustees of Mather's Charity.

AN AGREEMENT made the 9th day of June in the year of our Lord 1875, between the Lancashire and Yorkshire Railway Company (herein-after called "the Company") of the one part, and the Reverend Francis Henry Thicknesse, the Reverend Henry Powell, the Reverend William Henry Taylor, John Fletcher, William Mawdsley, John Gray, John Langshaw, William Gray, John Hick, Thomas Hardcastle, William Hargreaves, Herbert Fletcher, James Cross Ormrod, Thomas Bowden, John Green, and William Holden, the Trustees of Mather's Charity, in the parish of Deane, in the county of Lancaster (herein-after called "the Trustees"), by James Watkins, of Bolton, in the county of Lancaster, Gentleman, their agent, of the other part.

WHEREAS by the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act, 1873, herein-after called "the said Act," the Company are empowered to make (inter alia) a railway in the said Act called "Kearsley Branch (No. 2)," in the county of Lancaster, and for such purpose to 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 such purpose: And whereas the Trustees did on the 23rd day of June 1874 receive a notice dated the 2nd day of June 1874 from the Company, requiring certain pieces of land and hereditaments therein mentioned under the powers vested in the Company, as in the said notice mentioned: And whereas the Trustees, by a notice in writing dated the 30th day of June 1874, gave the Company notice with respect to the lands and premises referred to in the said notice of the 2nd day of June 1874, and described and delineated in the schedule and plan thereunto annexed, and in the said plan coloured red, and also delineated and coloured red in the plan annexed to the notice now in recital, that the Trustees were the owners of other land and premises delineated and coloured blue in the said plan annexed to the notice now in recital, and of a less quantity than half a statute acre, at the side and sides of and cut through and divided by the said first-mentioned lands and premises, and required the Company to purchase the same along with the said first-mentioned lands and premises, and that the Trustees would not sell or part with the said first-mentioned lands and premises unless the Company would purchase and take from the Trustees the whole of the said lands and premises respectively above mentioned, and in the said plan to the notice now in recital annexed respectively coloured red and blue: And whereas the Company are empowered and intend to alter for the purposes of the said Act a certain public highway lying to the north-west side of and adjoining the land of the Trustees proposed to be taken by the Company: And whereas the Company have requested the Trustees to grant to the trustees of

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the Duke of Bridgewater a right of road across the land of the Trustees for the purpose of connecting the property of the said Duke of Bridgewater's trustees with the said highway, which the Trustees have agreed to do upon the terms and conditions herein-after mentioned: Now, therefore, these presents witness, and it is hereby covenanted and agreed between and by the parties hereto, as follows; that is to say,

1. The Trustees shall sell and convey to the Company, under and by virtue of the provisions of the Lands Clauses Consolidation Act, 1845, and the Company shall purchase from the Trustees, all that plot of land (being part of the land numbered 18 on the said deposited plans) delineated on the plan hereto annexed, and therein coloured blue (except mines and minerals, which do not belong to the Trustees).

2. The Trustees shall also grant to the said Duke of Bridgewater's trustees a perpetual but not exclusive right of road over such part of the land of the Trustees as is coloured green on the said last-mentioned plan, and marked "12 yards wide, proposed street," for the purpose of connecting the lands of the said Duke of Bridgewater's trustees with the said highway.

3. The price to be paid to the Trustees by the Company for the said land coloured blue and the said right of road aforesaid shall be a sum calculated after the rate of one penny per superficial square yard, and twenty years purchase of the superficial area of the land coloured blue and green respectively, and the measurement of such land respectively shall be made jointly by the respective surveyors of the Trustees and of the Company, and such price shall be in full satisfaction for the purchase of such land coloured blue and the right of road over the land coloured green, and of all claims for damage by severance to adjoining property.

4. The Company shall convey or cause to be conveyed to the Trustees with a good title, free from incumbrances, the piece of land coloured pink in the said last-mentioned plan, the larger portion of which now forms part of the present public highway, in order to give the Trustees a frontage to the highway as altered and marked "public highway."

5. The price to be paid to the Company by the Trustees for the said land coloured pink shall be a sum calculated after the rate of one penny per superficial square yard, and twenty years purchase of the superficial area thereof, and such price shall be deducted from the sum to be paid by the Company under clause 3, and the measurement of such land shall be made jointly by the respective surveyors aforesaid.

6. The Company shall forthwith, in accordance with the provisions of the Lands Clauses Consolidation Act, 1845, make and complete fit for traffic the new road coloured yellow on the plan hereunto annexed, and marked "new "road to be made by the railway company," in lieu of part of the existing road called "old road" on the said plan, which is intended to be partially stopped up, and shall fill up and level the said land coloured pink so as to bring the same on a level with the said public highway as altered.

7. In consideration of the grant of right of road mentioned in clause 2, the Company shall enter into or cause to be entered into by the said Duke of Bridgewater's trustees a covenant with the Trustees, to be prepared by the Trustees' solicitors, that the Duke of Bridgewater's trustees will at their own

expense, when required by the Trustees, fence off the said plot of land coloured green from the adjoining land of the Trustees, and to the extent of eight yards wide thereof form into a road and cinder the same fit for traffic along the whole length thereof.

8. The Trustees reserve to themselves, their heirs and assigns and their lessees and tenants, the full, free, and uninterrupted use of the said road coloured green jointly with the said Duke of Bridgewater's trustees, and will, as and when the land of the Trustees on each side of the same road is let for building purposes, bind each lessee to pave, flag, and sewer one half part of such road so far as the same road is co-extensive with the land taken by such lessee according to the requirements of the Local Government Board or other constituted authority for the township of Kearsley.

9. The conveyance and assurance of the land coloured pink shall be prepared by the Trustees' solicitors, and an abstract of the title thereto shall on demand be furnished to the Trustees by the Company.

10. The costs, charges, and expenses as between solicitor and client of the Trustees and their surveyor, as from and including the 1st day of October 1873 (when the surveyor to the Company commenced to negotiate with the Trustees' surveyor for the purchase of part of the said land coloured blue), of and incidental to the negotiation for purchase, notice to treat, and other notices, and all abstracts, deductions, and verifications of title, and all conveyances, grants, assurances of the land coloured respectively blue and pink, and the herein-before mentioned grant and covenant, and of and incidental to this agreement, and everything contained therein, shall be borne and paid by the Company. In witness whereof the said James Watkins, as such agent as aforesaid, has to one part of this agreement set his hand, and the Company have to the other part thereof set their common seal, the day and year first before written.

Signed by the said James Watkins in the presence of
J. Pendlebury,
Clerk to Messrs. J. K. Watkins and Sons,
Solicitors, Bolton.
} Jas. Watkins.

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