CHAPTER clxix.

An Act for conferring further powers with relation to the Lancashire and Yorkshire Railway and the Preston and Wyre Railway and for other purposes. A.D. 1883.

[2nd August 1883.]

WHEREAS it is expedient that the Lancashire and Yorkshire Railway Company (who are hereinafter referred to as "the Company") should be authorised

General purposes of Act.

To make and maintain the Railways and works hereinafter described;

To widen and improve a certain portion of their Railway;

To alter the level of a portion of their existing Railway and of certain authorised Railways and works at Liverpool;

To abolish certain level crossings of their Railways and otherwise to deal with certain roads and footpaths connected with their undertaking;

To purchase and acquire additional lands for the purposes of their undertaking;

Additional Capital.

To raise capital for the purposes of this Act and also to raise additional capital for the improvement and enlargement of their Railways stations and works and the construction of new stations and sidings and for the providing of additional rolling stock and other the general purposes of their undertaking:

And whereas by the Liverpool Improvement Act 1883 after reciting amongst other things

That by the Liverpool Improvement Act 1878 (therein and hereinafter called "the Improvement Act 1878") the mayor aldermen and citizens of the city of Liverpool (therein and hereinafter called the "Corporation") were empowered to make a new street in the city of Liverpool in continuation of Pall Mall and Ray Street from Leeds Street on the south to Chadwick Street on the north and to widen Chadwick Street as therein mentioned and in connection therewith to stop up and discontinue certain streets and portions of streets;

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And that the said new street was to be carried on embankments and arches over the land of the Company of Proprietors of the Canal Navigation from Leeds to Liverpool (therein and hereinafter called "the Canal Company") and by section 19 of the Improvement Act 1878 it was enacted (among other things) that the Corporation should not purchase or take compulsorily any more of the property of the Canal Company than 64 feet in width for the intended new street and works or than should be necessary for the sites of the piers to the arches and for such portions of the works of the Corporation as were to be solid with an easement over such other portions of the lands of the Canal Company as might be necessary to be covered by arches for the construction of such street and works;

And that by section 20 of the Improvement Act 1878 the Articles of Agreement between the Corporation and the Canal Company set forth in the Schedule to that Act were confirmed and made binding whereby the Corporation undertook (among other things) to execute a diversion of the Canal Company's Canal and to construct for the use of the Canal Company an approach to their Canal and to form a roadway or towing-path and to convey to the Canal Company certain lands as therein mentioned and the Canal Company undertook to convey to the Corporation the sites of the solid embankments and masonry required for the construction of the works with a perpetual easement over those parts of such lands of the Canal Company as were to be covered by arches;

And that the works authorised by the Improvement Act 1878 have not been commenced but the Corporation have purchased most of the land required for the continuation of Pall Mall and Ray Street authorised by that Act;

And that the Company are applying to Parliament for powers to lower their station in Tithebarn Street to the level of that street and in the event of such powers being granted it would be of great public utility if the Corporation were authorised to lower the levels of Pall Mall and Ray Street and make the authorised continuation thereof on the same or nearly the same level as those streets when lowered instead of on embankments and arches and a considerable saving to the Corporation would be thereby effected;

And that such alteration of the mode of making the said continuation would involve the abandonment by the Canal Company of their present terminus on the west side thereof;

And that it is expedient that the Corporation be authorised to make the said continuation according to the levels shown on the sections deposited as thereinafter mentioned and in connection therewith to make the other new streets and to widen the existing streets and execute other improvements and works in the said Act mentioned;

the Corporation are authorised (section 5) amongst other works to make a new street (hereinafter referred to as "New Leeds Street") commencing by a junction with Great Howard Street running eastwards and terminating by a junction with Leeds Street and a new street (hereinafter referred to as "Back Leeds Street continuation") in continuation of Back Leeds Street commencing by a junction with Back Leeds Street and terminating by a junction with New Leeds Street and a diversion (hereinafter referred to as "the Canal Diversion") of so much of the Leeds and Liverpool Canal as extends from a point 3·8 chains or thereabouts southwards from the south side of Chisenhale Bridge to a point 3·3 chains or thereabouts northwards from the junction of Tinklepeg Lane with Leeds Street and (section 19) the Canal Company are authorised to stop up and close so much of their Canal and the basins connected therewith as lies west of the east side of the said continuation of Pall Mall or as occupies any part of the proposed site thereof and in the said section referred to as "the Pall Mall continuation" (which part of the said Canal is hereinafter referred to as "the part of the Leeds and "Liverpool Canal proposed to be closed under the powers of the "Act of 1883");

And whereas the execution of the Canal diversion will render unnecessary a diversion of the Leeds and Liverpool Canal and works connected therewith authorised by the Lancashire and Yorkshire Railway Act 1882 (hereinafter referred to as "the Act of 1882") and the maintenance or construction of certain bridges viaducts arches piers columns and openings on over under or across the lands of the Canal Company which by Acts relating to the Company passed in the years 1847 and 1876 and by the Act of 1882 (which three Acts are hereinafter referred to collectively as "the Company's Acts of 1847, 1876, and 1882") the Company were authorised or are required to make and it is expedient that the Company be relieved from the maintenance and construction of those works.

School Mills Manchester. 32 Geo. II. c. 61.

And whereas by an Act passed in the 32nd year of King George the Second "for discharging the inhabitants of the Town of "Manchester in the County Palatine of Lancaster from the custom "of grinding their corn and grain except malt at certain water corn "mills in the said town called the School Mills and for making a

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" proper recompense to the feoffees of such mills " the usage custom and obligation by all tenants inhabitants and residents in the town of Manchester and the precincts and limits thereof of grinding in the said School Mills and not elsewhere all the malt which they shall spend or use ground within the said limits is established and confirmed And whereas it is expedient that the access to the Company's Victoria Passenger Station at Manchester should be improved and that the Company should be authorised to make the new road at Long-Millgate hereinafter described and for that purpose to purchase take and use the School Mills:

Preston and Wyre Railway.

And whereas it is also expedient that the Company and the London and North Western Railway Company as Joint Proprietors of the Preston and Wyre Railway should be authorised to acquire the additional lands and to abolish certain level crossings of the said Railway at Kirkham Junction and also to acquire certain lands at the Talbot Road Station in Blackpool of the said Railway and to abolish a level crossing of the said Railway there and that the London and North-Western Railway Company should be authorised to raise capital for those purposes and for the general purposes of the Preston and Wyre Undertaking:

And whereas it is expedient that the other provisions hereinafter contained should be made:

And whereas Plans and Sections showing the lines and levels of the Railways and other works authorised by this Act and the lands in or through which the same are intended to be made and Plans of the lands which by this Act it is intended to acquire and appropriate 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 Railways works lands and property in Lancashire been deposited with the clerk of the peace for the County Palatine of Lancaster and as regards the Railway 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:

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Short Title.

1. This Act may be cited as the Lancashire and Yorkshire Railway Act 1883.

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;

The Railways Clauses Consolidation Act 1845; and

Part I. of the Railways Clauses Act 1863 relating to the Construction of a Railway.

Extending certain provisions of the Companies Clauses Consolidation Acts.

3. Subject to the provisions of this Act all the provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of borrowed money into capital;

The consolidation of shares into stock;

The making of dividends;

The giving of notices;

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

Parts 1 2 and 3 of the Companies Clauses Act 1863 relating respectively to the Cancellation and Surrender of Shares to Additional Capital and to Debenture Stock

shall be applicable to the capital and moneys hereby authorised to be raised by shares or stock or mortgage and to the proprietors thereof.

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 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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Power to make Railways &c.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited Plans and Sections the Railways and works hereinafter described with all proper stations sidings 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 (that is to say):

RAILWAYS.

Hindley to Pendleton.

(1) A Railway (12 miles 4 furlongs 2 chains 60 links in length) commencing in the township of Hindley in the parish of Wigan by a junction with the Company's Liverpool and Bury Railway near High Barn Bridge and about 800 yards eastward of the Hindley Station and terminating in the township of Pendleton in the parish of Eccles by a junction with the Railway next hereinafter described near and to the westward of the junction of Gloucester Street with Gardner Street.

Provided that the Company in the construction of that Railway may between the points thereof situate respectively 2 miles 5 furlongs and 4 chains and 3 miles 5 furlongs and 5 chains from the commencement thereof deviate from the levels shown on the deposited Sections to any extent not exceeding 16 feet and may increase the gradients shown on the deposited Sections between those points to any extent not exceeding 1 in 124.

Railway in Pendleton.

(2) A Railway (4 furlongs and 2 chains in length) commencing by a junction with the firstly hereinbefore described Railway at its termination and terminating in the said township of Pendleton by a junction with the Company's Manchester and Bolton Railway about 103 yards northward of Windsor Bridge in Salford And for the purposes of the said Railways all rights of way in and over Priory Site and Priory Street in the township of Pendleton and in and over that part of Tontine Street lying east of Albion Street and Canal Bank in the township of Salford in the parish of Manchester are hereby extinguished and the Company may enter upon purchase and take the site and soil thereof respectively.

Loop at Sandhills.

(3) A Railway (4 furlongs 1·57 chains in length) wholly situate in the township of Kirkdale in the parish of Walton-on-the-Hill commencing by a junction with the Company's Liverpool Crosby and Southport Railway about 165 yards north-westward of the bridge carrying Glendower Street over the same Railway and terminating by a junction with the said Railway at the

bridge carrying that Railway over the Leeds and Liverpool Canal at Sandhills. A.D. 1883.

The foregoing Railways are situate wholly in Lancashire.

(5) A short line of Railway or curve (2 furlongs 7½ chains in length) wholly situate in the township of North Bierley in the parish of Bradford in the West Riding of Yorkshire commencing by a junction with the Company's Halifax to Bradford Railway about 65 yards south-westward of Newbiggin Bridge at or near to Low Moor and terminating by a junction with the Company's Cleckheaton Branch Railway about 66 yards south-westward of the Signal Cabin E on that Railway and for the purposes of the said Railway the Company may enter upon take and use a portion not exceeding 6 acres 3 roods and 5 perches or thereabouts of "Low Moor Common" in the said township of North Bierley. Low Moor. "Low Moor Common."

(6) The Company may divert a portion of their Liverpool Crosby and Southport Railway such diversion commencing in the township of Litherland in the parish of Sefton by a junction with the said Railway at the bridge carrying Sandy Lane or Brook Vale over the said Railway and terminating in the township of Bootle-cum-Linacre in the parish of Walton-on-the-Hill by a junction with the said Liverpool Crosby and Southport Railway about 119 yards south-eastward of the bridge carrying the Company's Aintree and Bootle Branch Railway over the said Liverpool Crosby and Southport Railway. Seaforth Diversion.

(7) They may also divert their Seaforth Fork or Connecting Line such diversion commencing in the said township of Litherland by a junction with the said Aintree and Bootle Branch Railway at the junction of the said Branch Railway with the said Fork or Connecting Line and terminating in the said township by a junction with the work lastly hereinbefore described about 152 yards southward of the level crossing of the said Liverpool Crosby and Southport Railway at Seaforth Station. Seaforth Fork Diversion.

And the Company may in connection with the first described deviation and for the purposes thereof close Seaforth Diversion.

In the said townships of Litherland and Bootle-cum-Linacre the footpath leading from Linacre to Seaforth after there has been constructed to the satisfaction of the Local Board of Litherland and opened to the public another footpath or public way which will serve the purposes thereof; and they may also subject to the provisions of sub-section (3) of the section of this Act the marginal note whereof is "as to sewers &c. at Seaforth" close

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In the said township of Litherland the footpath leading from Litherland to Sandy Lane aforesaid.

And all rights of way in and over the said footpaths respectively are hereby abolished and the site and soil thereof respectively between the fences of the Company are so far as the same do not already belong to them hereby vested in the Company.

And the Company may on the completion and opening of the said works abandon the use either in the whole or in part of so much of their existing Liverpool Crosby and Southport Railway and the said Fork or Connecting Line as will become unnecessary by the execution of the said intended works and may retain and hold for the purposes of their undertaking other than as part of the said last-mentioned Railway all or any of the lands upon which the said portion of Railway so to be disused is situate and all or any lands adjoining or near thereto used in connection therewith or for the purposes thereof.

Railways to form part of the Lancashire and Yorkshire Railway.

6. Subject to the provisions of this Act the said Railways and deviations and the works connected therewith executed under the authority of this Act shall for the purposes of toll and all other purposes whatsoever be part of the Lancashire and Yorkshire Railway and of the undertaking of the Company.

Period for completion of Railways.

7. If the Railways hereinbefore authorised by this Act are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted for making and completing the Railways or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Penalty unless Railways are opened within the time limited.

8. If the Company fail to complete the Railways which they are hereinbefore authorised to construct within the period limited by this Act the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the Railway in the completion of which default is made is completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such Railway and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the Solicitor of Her Majesty's Treasury 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

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account opened or to be opened in the name and with the privity of Her Majesty's Paymaster-General on behalf of the Chancery Division of the High Court of Justice in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter 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 Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of Penalty.

9. 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 may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the Railway or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice may seem fit and if no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have 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 be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the said Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

For the protection of the London and North-Western Railway Company.

10. The following provisions for the protection of the London and North-Western Railway Company (in this section called "the North-Western Company") shall unless otherwise agreed between the Company and the North-Western Company apply and have effect:

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LONDON AND NORTH WESTERN RAILWAY.

(1) The Company in constructing the Railways and works by this Act authorised so far as the same affect the Railways lands or works of the North-Western Company shall construct them in and upon the lines and levels shewn upon the deposited Plans and Sections and in and upon no other lines or levels whatever unless otherwise agreed upon between the Company and the North-Western Company or otherwise expressly provided by this section and the said Railways and works shall be constructed according to plans and sections to be previously submitted to and reasonably approved by Francis Stevenson or other the principal engineer for the time being of the North-Western Company and under the superintendence and in all respects to the reasonable satisfaction of such engineer;

(2) In constructing Railway No. 1 by this Act authorised where the same is intended to pass under the Bolton and Kenyon Railway of the North-Western Company the Company shall construct a wrought-iron girder bridge with wrought-iron flooring such bridge to be of a sufficient width between the parapets and to be so constructed as to admit of the laying down thereupon by the North-Western Company of two extra lines of rails in addition to those now existing The upper surface of the flooring and girders of such bridge shall be at an uniform level of two feet at least below the level of the existing rails on the said Railway at the point of crossing;

(3) The Company shall carry the said intended Railway No. 1 over the Little Hulton Branch Railway of the North-Western Company by means of a girder bridge of one clear span not less than fifty feet in width measured on the square and with a clear headway throughout of not less than fifteen feet above the upper surface of the rails upon the said Branch Railway;

(4) In constructing the said Railway No. 1 where the same is intended to cross the Swinton Tunnel on the Clifton Branch Railway of the North-Western Company and in constructing the Railway No. 3 (Loop Line at Sandhills) by this Act authorised where the same is intended to cross the tunnel on the Edge Hill and Bootle Railway of the North-Western Company and where the same is intended to be constructed alongside of and near to the tunnel on the Bootle Extension Railway of the North-Western Company the same shall be constructed so as in no way to interfere with expose or damage the structure of the said tunnels;

(5) In constructing the Loop Line at Liverpool at the altered levels authorised by this Act the Company shall conform to

and be bound by the stipulations and provisions contained in section 12 (For the protection of the London and North-Western Railway Company) of the Lancashire and Yorkshire Railway Act 1882;

(6) If by reason of the construction of the said Railway No. 1 it shall become necessary to add to or alter the signal or signals upon the Railways of the North-Western Company the same shall be so added to or altered by that Company and the reasonable expense thereof shall be repaid to them by the Company;

(7) In constructing and maintaining all or any of the Railways or works by this Act authorised where the same affect the Railways works or lands of the North-Western Company the Company and their contractors servants agents or workmen shall not obstruct impede or interfere with the free and uninterrupted and safe user of the Railways or other works of the North-Western Company and if any such obstruction or interference shall take place the Company shall forfeit and pay by way of ascertained damages the sum of one hundred pounds for every hour during which such obstruction or interference shall continue;

(8) The Company shall at all times maintain all the works of the said crossings or affecting the North-Western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said engineer of the North-Western Company and if and whenever the Company fail so to do the North-Western Company may make or do as well in and upon the lands of the Company or the lands required by them for the purposes of this Act as their own lands all such works and things as such engineer may reasonably think requisite in that behalf and the sum from time to time certified by such engineer to be the reasonable amount of such their expenditure shall be repaid to the North-Western Company by the Company and in default of payment may be recovered in any court of competent jurisdiction;

(9) For the purpose of constructing the said Loop Line at Sandhills the Company shall not except with the consent of the North-Western Company take use or interfere with any land or property of that Company other than so much thereof as is coloured red on the plan signed by William Hunt on behalf of the Company and Francis Stevenson on behalf of the North-Western Company;

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London and North Western Railway.

(10) The Company shall acquire only easements in and upon such of the works lands and property of the North-Western Company as may be necessary for the crossings aforesaid and the North-Western Company may and shall grant such easements accordingly The amount to be paid for the acquisition of such easements shall be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement;

(11) The Company shall on demand pay to the North-Western Company all reasonable expenses of the employment by the North Western Company during the construction of the works for and with respect to the crossings of or affecting the North-Western Company of a sufficient number of inspectors and watchmen to be appointed by the North-Western Company for watching their said tunnels and Railways and works with reference to and during the execution of the works of the Company and for preventing as far as may be all interference danger and accident from any of the operations or from the acts and defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise;

(12) The Company shall be responsible for and make good to the North-Western Company all costs losses damages and expenses from time to time occasioned to the North-Western Company or to the said tunnels or Railways or any other of their works and property or to the traffic on the said Railways or to any Company or person using the same by reason of the execution or failure of the works by this Act authorised or by any act or omission of the Company or any of the persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the North-Western Company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission as aforesaid;

(13) If any difference shall arise between the respective engineers of the Company and the North-Western Company as to the reasonableness of the plans sections and specifications hereinbefore provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the North-Western Company;

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

For the protection of West Houghton Local Board.

11. The following provisions for the protection and benefit of the Local Board for the district of West Houghton in the county of Lancaster (in this section referred to as "the Local Board" and their district as "the District") shall with reference to the Railway and works authorised to be made in the district have effect (that is to say):

(1) The word "street" when used in this section shall include any street road or highway and the footways thereof respectively;

(2) The Company shall not break up any street or interfere with any sewer drain or watercourse or any water-main pipe or apparatus of the Local Board until they have given to the clerk to the Local Board seven clear days' notice in writing of their intention to commence such works and such notice shall be accompanied by plans, sections and all necessary particulars showing the manner in which the street sewer drain watercourse water-main pipe or apparatus will be interfered with;

(3) The width between the parapets of the bridges carrying Wigan Road Wareish Lane and Leigh Road over the Railway shall not be less than 36 feet and in the case of Wigan Road the width shall not be less than 42 feet;

(4) No alteration of the level or course or direction of any of the said streets carried over the Railway shall be made without the consent of the Local Board except in the case of Leigh Road which at the point of crossing may be raised not exceeding 5 feet and in respect of such crossing the bridge and the approach thereto from the southern side shall be of an uniform gradient not steeper than 1 in 20 and the approach on the northern side of such bridge shall be extended for a distance of at least two chains from the centre of such bridge;

(5) The said bridges shall have proper provision made for carrying the sewers drains and water-mains of the Local Board and in such manner as to admit of easy access thereto for the purpose of examination alteration renewal or repair and as regards water-mains for protecting the same from frost;

(6) The Company shall construct and maintain on each side and for the full length of each such bridge a substantial parapet or close screen not less (except with the consent of the Local

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Board) than 6 feet in height above the level of the footway on such bridge and shall construct a fence or close screen of the same height in continuation of the parapets to the extent of the land belonging to and retained by them on each side;

(7) The parapets and screens of the said bridges shall be constructed in such manner as the Local Board shall reasonably approve and shall not be used for the posting of bills or other advertising purposes;

(8) All public footpaths crossed by the Railway shall be carried over the Railway by proper bridges except in the case of the public footpath numbered 194 on the deposited Plans in the township of Westhoughton in which case the Company shall divert the footpath along the northern side of the Railway to and to form a junction with Leigh Road;

(9) All bridges for carrying streets over the Railway shall be constructed and completed to the reasonable satisfaction of the Local Board;

(10) Whenever it may be necessary in the execution of the works authorized by this Act or otherwise in relation thereto to interrupt or interfere with any existing sewer or drain the Company shall before interrupting or interfering with such existing sewer or drain construct according to a plan to be reasonably approved of by the Local Board another sewer or drain in lieu thereof and of equal capacity with the sewer or drain which may be interrupted or interfered with and such substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be interrupted or interfered with and in such manner as shall reasonably be approved by the Local Board;

(11) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall subject to the provisions of this Act extend and apply to the water-mains pipes and apparatus of the Local Board and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the Local Board;

(12) Whenever the water-mains pipes or apparatus of the Local Board shall be severed or interfered with in the execution of any of the powers of this Act and wherever it is necessary for maintaining the supply of water to lay additional mains or pipes such additional mains or pipes shall previous to the severance or interference be laid by the Local Board at the expense of the Company;

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(13) If by reason of the construction of the works any increased length of sewers drains water-mains or pipes or any additional apparatus shall become necessary the same shall be constructed by the Local Board at the expense of the Company;

(14) If by reason of the construction of the works the Local Board shall at any time necessarily incur any increased costs in altering any existing or constructing any new sewer drain water-main pipe or apparatus the Company shall from time to time repay to the Local Board such additional cost;

(15) The Company shall afford all reasonable facilities to the Local Board for laying any sewers drains water-mains pipes and apparatus under or over the Railway and for the necessary repair or inspection of the same but all such works shall be done under the superintendence and to the reasonable satisfaction of and according to such plans and sections and at such times only as shall be reasonably approved by the engineer of the Company and shall also be so done as not to interrupt the traffic passing on the Railway but the Company shall not be entitled to any way leave or rent in respect of any such sewer drain water-main pipe or apparatus so laid as aforesaid;

(16) The Company and the Local Board may from time to time enter into and carry into effect agreements respecting any of the works referred to in this section and the mode of executing the same;

(17) If any difference arise between the Company and the Local Board in relation to anything to be done or not to be done or any moneys to be paid under this section such difference shall be determined by an arbitrator to be agreed on between the parties or in default of agreement to be appointed on the application of either of the parties by the President for the time being of the Institution of Civil Engineers.

For the protection of the Tyldesley-with-Shakerley Local Board.

12. In the construction of the said Railway from Hindley to Pendleton where the same shall cross Mort Lane the following provisions for the protection of the Tyldesley-with-Shakerley Local Board (in this section called "the Local Board") shall unless otherwise agreed between them and the Company and notwithstanding anything contained in this Act or shown on the deposited Plans and Sections have effect (that is to say):

(1) The bridge for carrying Mort Lane aforesaid over the said Railway shall not be less than 30 feet wide between the parapets thereof;

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(2) The approaches of the said bridge shall have a gradient on each side of such bridge not steeper than 1 in 30 instead of 1 in 20 as shown on the deposited Sections:

(3) The Company shall pave the surface of the roadway over the said bridge and the immediate approaches to such bridge in such manner as the streets within the district of the Local Board are usually paved and to the reasonable satisfaction of the Local Board:

(4) After the said works have been completed to the reasonable satisfaction of the Local Board the surface of the roadway over the said bridge and the immediate approaches to such bridge on both sides shall from thenceforth be maintained and repaired by and at the expense of the Local Board but the structure of the said bridge shall be maintained and repaired by and at the expense of the Company:

(5) If any difference arise between the Company and the Local Board in relation to anything to be done or not to be done under this section such difference shall be determined by an arbitrator to be agreed on between the parties or in default of agreement to be appointed on the application of either of the parties by the President for the time being of the Institution of Civil Engineers.

For the protection of the Estate of Lord Lilford and his Lessees.

13. The following provisions for the protection of the estate and minerals in the townships of Atherton and Westleigh in the parish of Leigh in the county of Lancaster of the Right Honourable Thomas Littleton Baron Lilford (who and whose heirs and assigns and successors in title is and are included in the expression "Lord Lilford" whenever employed or referred to in this section) and the Lessees for the time being of the minerals worked and got at the collieries known as "the Atherton Collièries" and who are hereinafter designated as the "Mineral Lessees" shall unless otherwise agreed between the parties be binding on the Company and full effect shall be given thereto (that is to say). The Company shall at their own expense when requested so to do by Lord Lilford or his Mining Lessees make and maintain two convenient junctions with the Railway of the Company from Hindley to Pendleton (that is to say one junction with the up line and one with the down line) together with all points signal posts signals and other appliances necessary and proper for the safe use and working of the same at such places between the points where the Railway crosses under the Bolton Road and the point marked four miles on the deposited Plans and Sections as shall be agreed between the Company and Lord Lilford or the Mineral Lessees or determined by arbitration

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and shall allow Lord Lilford or the Mineral Lessees to connect the same with sidings or branch railways to be made by Lord Lilford or the Mineral Lessees on the lands adjoining the said Railway from Hindley to Pendleton which junctions shall be open and available to Lord Lilford and the Mineral Lessees for the passage of mineral and other traffic between the said Railway of the Company and the said estate of Lord Lilford and the Company shall at their own expense provide all necessary pointsmen and attendance for the proper use and working of such junctions and points but the said junctions shall be subject to the provisions applicable in such cases of the Railways Clauses Consolidation Act 1845.

Notwithstanding anything in the deposited Plans or in this Act contained the Company shall in constructing the said Railway from Hindley to Pendleton through the estate of Lord Lilford construct the same with the centre line diverted laterally to the southward between the crossing of the Bolton and Leigh Railway of the London and North-Western Railway Company shown on the deposited Plans and the stream at the point marked three miles fifty-two chains on the same Plans so that such diversion from the centre line shown on the same Plans shall attain a maximum of twenty-two yards at the point marked three miles seventeen chains on the same Plans and at the same point the level of the rails shall be sixteen feet above the surface of the land. In constructing the Railway through the fields or closes in the said township of Atherton numbered 68 and 69 on the deposited Plans the Company shall not deviate from the centre line shown thereon except with Lord Lilford's previous consent in writing.

For the protection of the Rural Authority of Barton-upon-Irwell and the Surveyors of Highways for the Higher Division of the Township of Worsley.

14. In the construction of the Railway from Hindley to Pendleton hereinbefore firstly described and notwithstanding anything contained in this Act or shown upon the deposited Plans or Sections the following provisions for the protection of the Rural Sanitary Authority of the Barton-upon-Irwell Union and the Surveyors of Highways for the Higher Division of the township of Worsley shall unless otherwise agreed between the said Rural Authority and the Surveyors on the one hand and the Company on the other hand have effect (that is to say):

(1) The bridge for carrying the said Railway over New Earth Lane being the Road No. 3 on the deposited Plans in the township of Worsley shall have a clear span of not less than 36 feet measured on the square;

(2) The bridge for carrying the said Railway over Shaving Lane being the Road No. 35 on the deposited Plans shall be so

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constructed as not to curtail the existing widths of the present carriageway and footways;

(3) The bridge for carrying How Clough Lane over the new said Railway being the Road No. 91 on the deposited Plans shall not be less than 42 feet wide between the parapets thereof measured on the square;

(4) The levels of the said Railway where the same will pass through the fields Nos. 115, 116, and 117 on the deposited Plans in the said township of Worsley shall not be lowered more than 2 feet below the levels shown upon the deposited Sections.

For the Protection of the Atherton Local Board.

15. For the protection of the Local Board for the Urban Sanitary District of Atherton in the county of Lancaster (hereinafter in this section called "the Board") the following provisions applicable to the said district shall have effect and shall be observed and performed by the Company.

(1) In constructing Railway No. 1 in this Act authorised between Hindley and Pendleton the Company shall not divert the said Railway to the northward of the centre line shown on the deposited Plans where the said Railway crosses the Bolton Road within the district of the Board and no deviations shall be made in the level of the said Railway at or near this point which shall render necessary the raising of the existing level of the roadway more than five feet.

(2) In the event of the future construction by the Board of any sewer or sewers connecting their sewerage system in the district lying north of the Railway with the existing sewerage system of the Board in the Bolton Road and Platt Lane respectively the Company shall whenever required so to do by the Board or their successors reimburse them all additional expenses to which they shall at any time be put in the construction and maintenance of such sewer or sewers or in any diversion thereof owing to the crossing of the said road and lane by the said Railway by means of a cutting or cuttings;

(3) The Company shall at their own expense construct and thereafter maintain with parapets not less than 6 feet high and with proper and sufficient fences for the screening of the trains of the Company from the view of horses passing over the same a bridge carrying the Bolton Road over the said Railway together with the approaches thereto such approaches having gradients not steeper than 1 in 50 and the width of the said bridge and approaches shall not be less than the full width of

the present roadway between the fences at the point where the Railway will cross the Bolton Road;

(4) The Company shall also at their own expense construct and thereafter maintain with parapets of the like height and sufficient screening fences as aforesaid a bridge carrying the roadway in Platt Lane over the said Railway together with the approaches thereto such approaches to have gradients on the south side not steeper than 1 in 20 and on the north side to be level and the width of the said bridge and approaches shall not be less than the full width of the existing roadway between the fences at the point where the said Railway will cross Platt Lane;

(5) The Company shall not divert any of the footpaths crossed by the said Railway without the previous consent in writing of the Board;

(6) No such footpaths shall be crossed by the said Railway upon the level unless provision shall have been made by the Company for the public safety by means of occupation-bridges at or near such points of crossing If no such provision be afforded by the Company they shall carry the said footpaths under the said Railway by subways or over the same by means of foot-path-bridges and in either case with proper and convenient approaches and the Company shall thereafter maintain the said subways and bridges together with the approaches thereto;

(7) Where within the district of the Board the works necessary in the course of construction of the said Railway interfere with any sewer drain watercourse subway sewage pipes gas mains and pipes water mains and pipes under the control of or belonging to or used by the Board the Company shall not commence such works until they shall have given to the Board ten days' previous notice in writing of their intention to commence the same with all necessary particulars relating thereto nor until the Board shall have signified their approval of the same unless the Board do not signify their approval disapproval or other directions within fourteen days after service of the said notice and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the Board in the execution of the said works and shall provide by new altered or substituted works in such manner as the Board shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works hereinbefore referred to by or by reason of the said Railway and shall save harmless the Board against all

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and every the expense to be occasioned thereby and all such works shall be done by the Company under the direction superintendence and control of the surveyor of the Board at the reasonable costs charges and expenses in all respects of the Company and when any new altered or substituted work as aforesaid or any works connected therewith shall be so completed the same shall thereafter be as fully and completely under the direction jurisdiction and control of the Board and be maintained by them as any existing sewers or works;

(8) In the event of the construction of any sewer or sewers by the Board under the said Railway when made in manner contemplated by sub-section (2) of this section the Board shall at all times have free access to such sewer or sewers and power if necessary to lay lateral and private drains to communicate therewith upon giving reasonable notice to the Company Provided that such right of access and such power as aforesaid shall be exercised by the Board under the direction and control of the Company's engineer and that nothing shall be done by the Board to interfere with the traffic on the said Railway;

(9) If any question or difference shall at any time arise between the Company and the Board touching any of the matters provided for by this section the question in difference shall on the application of the Company or the Board be referred to and determined by an arbitrator to be appointed by the Board of Trade but the costs of such arbitration shall be borne by the Company.

For the protection of the Corporation of Bolton.

16. The provisions of sections 18 to 27 both inclusive of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to alteration of water pipes belonging to the mayor aldermen and burgesses of the borough of Bolton and whenever in those sections the expression "society" or "company" is used in relation to a water company that expression shall for the purposes of this section be deemed to include the said mayor aldermen and burgesses.

For the protection of the Little Hulton Local Board.

17. In the construction of the Railway from Hindley to Pendleton hereinbefore firstly described the following provisions for the protection of the Little Hulton Local Board shall unless otherwise agreed between them and the Company and notwithstanding anything contained in this Act or shown on the deposited Plans and Sections have effect that is to say:—

(1) The said Railway shall be carried over the public footpaths at 6 miles 1 furlong and at 6 miles 3 furlongs respectively from

the commencement of the said Railway by means of bridges of not less than 8 feet in height and 6 feet in width respectively and which said bridges shall be made and maintained at all times as far as practicable drop dry;

(2) The said Railway shall be carried over the Road No. 68 on the deposited Plans in the township of Little Hulton known as Parsonage Lane by means of a bridge 24 feet in width and having a headway of 16 feet from the surface of the road;

(3) The said Railway shall be carried over Hilton Lane by means of a bridge of not less than 36 feet wide measured on the square and having a headway of not less than 16 feet throughout with approaches thereto on both sides of 1 in 27 and the roadway thereof shall be lowered to 7 feet 6 inches instead of 6 feet 6 inches as shown on the deposited Section.

For protection of the Swinton and Pendlebury Local Board.

18. With respect to the construction by this Act authorised of Railways No. 1 and 2 within the district of the Swinton and Pendlebury Local Board (hereinafter referred to as "the Local Board") the following provisions shall unless otherwise agreed between the Company and the Local Board be observed and have effect and the several powers by this or any other Act conferred upon the Company shall only be exercised in accordance therewith and subject thereto that is to say:

(1) The Company shall carry the following lanes roads and streets within the district of the Local Board over the Railway by means of bridges constructed of brick stone or iron viz. Moorside Lane Chorley Road Burying Lane Bury Lane George Street Thomas Street Bolton Road and Alice Street;

(2) If at any time hereafter the Local Board shall determine or agree with the owners of the adjoining property to construct the following roads or streets viz. a street across Windmill Fields at a point marked on the deposited Plans 9 miles 7 furlongs from the commencement of Railway No. 1 and a street the plans for the formation of such street having been deposited with and approved by the Local Board intended to be called Bridge Street at a point shown on the deposited Plans as being 10 miles and 8 chains from the commencement of Railway No. 1 or either of those streets the Company shall on being requested so to do by notice from the Local Board under the hand of their clerk forthwith construct and for ever thereafter maintain iron girder bridges over those streets respectively for the purpose of carrying such roads or streets over the Railway;

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(3) The several and respective bridges before mentioned shall have parapets or protective sides of not less than 6 feet in height measured vertically from the crown of the finished level of the road over the bridges respectively and shall be of the same width as the respective roads and streets but in no case less than 36 feet in width between the parapets and the Company shall lay and fix cast-iron pipes for the purpose of carrying the existing drains and sewers over the bridges respectively and one length on either side thereof such pipes to be of the same dimensions as the drain or sewers or where no drain or sewer at present exists of such dimensions as the engineer for the time being of the Local Board may determine;

(4) The Company shall in constructing the bridge to carry Burying Lane over the Railway at their own cost raise the level of the existing road 3 feet 6 inches and shall for ever after maintain and keep in repair the said road;

(5) The Company shall at their own cost construct and maintain an iron girder bridge of the same width as the existing road but not less than 36 feet between the abutments for carrying the Railway over the road called Smithy Brow with 16 feet clear headway measuring from the crown of the existing surface of the road and to be always kept as far as practicable by the Company water-tight and drip-dry The level of the existing road shall remain unaltered;

(6) The Company shall during the construction of any works under the powers and provisions of this Act make at their own expense whatever temporary provision may be necessary for carrying off the sewage water and other matters passing along the sewers and drains without interruption to the continuous flow of the same;

(7) The Company shall submit to the Local Board for their information and approval all plans for carrying the works before mentioned into effect and shall at the same time deposit tracings with figured heights and dimensions of all approaches alterations of roads and sewers and any other and every matter that will or may be proposed to affect the Local Board and all works affecting the Local Board shall be constructed and done to the reasonable satisfaction of the Local Board or their engineer and at the cost of the Company;

(8) The Company shall at their own expense at all times whilst any road street carriage or footway or any sewer or drain opened or broken up by them within the district and under the control of the Local Board shall be so broken up or opened

cause the same to be fenced and guarded and shall cause sufficient light and watch for the warning of passengers to be set up and kept there every night during which such road street carriage or footway sewer or drain shall be continued so broken up or opened and shall replace and make good the said road street carriage or footway drain or sewer which shall have been so broken up or opened to the reasonable satisfaction of the Local Board;

(9) Before the Company break up or commence works in connection with any road street carriage or footway within the district of the Local Board and under the control of the Local Board they shall give to the Local Board notice in writing of their intention to break up or open such road street carriage or footway or commence such works and such notice shall be given not less than fourteen days before commencing the works anything in the Railways Clauses Consolidation Act 1845 contained to the contrary notwithstanding and the Company shall not temporarily close any road street or place within the district of the Local Board without their consent;

(10) Whenever it may be necessary in executing the works by this Act authorized and required to interfere with any sewage sewer drain or other work belonging to or vested in the Local Board the Company shall afford proper access thereto and shall not obstruct the free flow of sewage therefrom nor commence interfering with such work until they have given to the Local Board fourteen days' previous notice in writing of their intention so to do and every such work by the Company or the defences connected therewith shall be at the cost of the Company and be completed to the reasonable satisfaction of the Local Board;

(11) Save as in this Act expressly provided nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the Local Board or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed;

(12) All differences or questions which may at any time arise between the Company and the Local Board as to the construction or effect of the foregoing sub-sections or the performance or observance of any of the provisions thereof or any matters connected therewith shall be determined by an arbitrator to be agreed upon between the parties or in default of agreement to be appointed by the President for the time being of the Institution

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of Civil Engineers on the application of either party and the decision of every such arbitrator shall be binding and conclusive and the costs of the arbitration shall be in his discretion.

For the protection of the Estate of Lord Kenyon deceased.

19. The following provisions for the protection of the Trustees acting in the execution of the trusts of the Will of Lloyd Lord Kenyon deceased their heirs and assigns hereinafter referred to as "the Trustees" shall unless otherwise agreed between the Company and the Trustees have effect (that is to say):

(1) The Company shall in the construction of the Railway from Hindley to Pendleton hereinafter referred to as "the Railway" carry the Colliery Railway on the estate of the Trustees situate in the township of Tyldesley-cum-Shakerley in the parish of Leigh in the county of Lancaster over the Railway at or near the point marked 5 miles 4 furlongs on the deposited Plans and Sections by means of a good and substantial bridge of brick stone or iron of the clear width measured at right angles between the battlements thereof of 21 feet with battlements on each side thereof of not less than 5 feet in height such bridge and battlements to be constructed and maintained by the Company at their own expense;

(2) The Company shall construct approaches to such bridge to carry the Colliery Railway thereon of not less width than 11 feet the approach on the south end of the said bridge shall have a gradient of not more than 1 in 30 and on the north end thereof a level approach The Company as soon as the said bridge has been completed shall construct at their own expense on the west side of the roadway thereof and of the approaches thereto a Railway so as to connect the Colliery Railway at both ends of the said bridge And the Company shall also at their own expense construct land approaches to such bridge of not less width than 10 feet and of a gradient of not more than 1 in 20 and shall at the like expense make on the east side of the roadway over the said bridge and the land approaches thereto a good hard cart-road which shall be properly metalled;

(3) The Company shall erect and completely finish at their own expense a good and substantial fence on each side of the respective approaches from the Colliery Railway and land of the Trustees on the north and south ends of the said bridge of not less height than 5 feet;

(4) It shall be lawful for the Trustees or other the owners lessees or occupiers for the time being of the said estate and of the mines of coal and other minerals thereunder or any of them from time to time and at any time hereafter as occasion may

require to make construct lay down and maintain at their own expense in all respects tramroads railways or other roads and passages and also from time to time to alter all existing tramroads or other roads and passages over or under the Railway and over under through or across any of the lands which may be taken by the Company for the purposes thereof for the purpose of affording communication from one side to the other of the Railway at such places to such extent and in such manner as the Trustees or such owners lessees or occupiers could or might have made the same if this Act had not passed;

(5) Provided always that all such crossings and communications shall be made and all such works executed to the reasonable satisfaction and under the superintendence of the engineer of the Company and so as not to occasion any stoppage or interruption of or interference with or obstruction or injury to the traffic or passage along the Railway or cause any greater inconvenience to the Company than is absolutely necessary nor shall any such roads or ways be made so as to interfere with any of the stations buildings or other works of or belonging to the Company and no such crossings or communications shall cross the said Railway on the level or at any place which the Company shall have set apart for any specific purpose within the meaning of the 76th section of the Railways Clauses Consolidation Act 1845 and all losses costs charges damages and expenses which shall be done or occasioned by or by reason of the construction maintenance use or existence of any such crossing or communication as last hereinbefore provided whether sustained by the Company or other party using the Railway shall from time to time when and as often as the same shall happen or arise be made good to the Company or other party by whom the same shall have been incurred or sustained (unless the same shall have happened or arisen by or through the wilful neglect or default of the Company or other party using the Railway or their or any of their servants or agents) by the person or persons who shall have caused such losses costs charges damages and expenses;

(6) The Trustees or their lessees or lessee or other the owners lessees or occupiers for the time being of the said estate may at any time hereafter make communications with the Railway from the said Colliery Railway or from any other Railway the Trustees or other the owners lessees or occupiers for the time being of the said estate may hereafter construct on the said estate for working minerals thereon and the Company shall

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make openings in the Railway and other proper means for keeping open a communication therewith to and from the Colliery Railway and other railways which may be hereafter constructed as aforesaid and for the purpose of facilitating communications between the Railway and the Colliery Railway and other railways constructed as aforesaid the Company shall make lay down and finish fit for traffic on the property of and at the sole expense of the Company connections with the up and down lines with all points signal-posts signals and other appliances necessary and proper for the safe use and working of the openings and sidings and shall at the expense of the Company provide all necessary pointsmen and attendance for the working of the same;

(7) Nothing in this section shall prejudice or affect the right of the Trustees to the construction and maintenance of further or other accommodation works either under the provisions of any agreement with the Company in that behalf or under any provisions contained in this Act or any Act incorporated therewith requiring the Company to make and maintain proper and sufficient works for the accommodation of the owners and occupiers of lands adjoining the Railway;

(8) If any difference shall at any time arise between the Company and the Trustees or other the owner for the time being of the said estate touching the construction of this section or anything to be done thereunder or otherwise in relation thereto such difference shall be referred to and determined by arbitration in manner provided by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For the protection of Abraham Burrows.

20. Notwithstanding anything contained in this Act and the deposited Plans to the contrary the Company shall take no part of the lands in the townships of Atherton and Tyldesley-cum-Shakerley in the parish of Leigh in the county of Lancaster numbered respectively 2, 5, and 73 on the said deposited Plans.

Providing for compensation to Corporation of Salford.

21. Whereas it is apprehended by the mayor aldermen and burgesses of the borough of Salford (who are in this section referred to as "the Corporation") that the construction of the Railway from Hindley to Pendleton by this Act authorised will be prejudicial to the district of Pendleton within the said borough therefore by way of compensation for any such apprehended injury the Company shall make to the Corporation payments to the extent of ten thousand pounds to be expended by the Corporation in improvements in the said district subject to the conditions hereinafter specified (that is to say):

(1) The said sum of ten thousand pounds shall be expended by the Corporation in the execution of improvements within the district of Pendleton;

(2) The said sum of ten thousand pounds shall be paid by the Company to the Corporation by instalments of not less than one thousand pounds each within one month after the delivery at the chief office of the Company in Manchester of a certificate signed by the engineer for the time being of the Company and by the surveyor for the time being of the Corporation or by such referee as hereinafter mentioned that works have been executed by the Corporation or are in progress to justify such payment;

(3) Provided that if the said engineer of the Company without assigning any cause declines or neglects for one month to sign any such certificate after the same has been tendered to him by the said surveyor of the Corporation for signature the Company shall be liable to pay and shall pay the amount specified in the said certificate as though the same had been signed by the said engineer;

(4) If any difference arises between the said engineer and surveyor touching any such certificate such difference shall from time to time be referred to and settled by an engineer to be appointed (unless otherwise agreed upon between the Corporation and the Company) by the President for the time being of the Institution of Civil Engineers and the costs of the reference shall be borne as he shall direct.

For protection of Corporation of Salford.

22. For the protection of the mayor aldermen and burgesses of the borough of Salford (in this section called "the Corporation") the following provisions with respect to the Hindley to Pendleton Railway and the Railway in Pendleton (hereinafter called "the said Railway.") by this Act authorised within the borough of Salford shall have effect (that is to say):

(1) In this section the expression "street" includes any highway public bridge road lane footway square court alley or passage whether a thoroughfare or not;

(2) If at any time the Corporation apply for powers or deem it advisable to construct a road connecting Pendleton with Broughton and crossing the said Railway the existing Railways of the Company and the Company's Canal and any land of the Company adjoining thereto respectively at any point at or near where the centre line of the said Railway as shown on the deposited Plans crosses Laundry Street or at or near a point where the centre line of the said Railway as shown on the

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deposited Plans crosses a fence 11 miles 5 furlongs and 130 yards from the commencement of the said Railway and if the Corporation determine or agree with the owners of the adjoining property to construct such a road as aforesaid the Company shall on being requested to do so by notice in writing from the Corporation under the hand of their town clerk forthwith construct and for ever thereafter maintain an iron girder bridge of a width between the parapets of not less than 54 feet for the purpose of carrying the said road over the said Railway and shall permit the Corporation at their own cost to construct and maintain such bridges as may be necessary of a like width between the parapets for the purpose of carrying the said road over the existing Railways the Company's Canal and any land of the Company adjoining thereto respectively according to plans to be previously reasonably approved of by the Company's engineer;

(3) The Company shall carry Gardner Street over the Railway by means of an iron girder bridge of a width between the parapets not less than the width of the existing street and may raise the level of the said street at the point of crossing so that the approach to the bridge from the northern side shall be of a uniform gradient not steeper than 1 in 20 and the approach thereto from the southern side shall be level;

(4) Notwithstanding anything shown upon the deposited Plans and Sections to the contrary Strawberry Road shall be carried by the Company over the Railway authorised by this Act by means of a bridge and so that the approaches to that bridge from a south-westerly direction shall be upon a level with the crown of the bridge over the existing Railway of the Company and the approaches to the bridge to be constructed under this Act from Frederick Street and Cheltenham Street shall be of uniform gradients not steeper than in the case of Frederick Street 1 in 90 and in the case of Cheltenham Street 1 in 60;

(5) All bridges by which streets are carried over the Railway other than bridges for foot traffic only shall have proper provision made for carrying the sewers drains gas and water-mains of the Corporation and in such manner as to admit of easy access thereto for the purpose of examination alteration renewal and repair and as regards water-mains so as to protect the same as far as practicable from frost;

(6) The Company shall construct and maintain on each side and for the full length of each such bridge as in the last sub-section defined and on each side and for the full length of any open cutting along which the said Railway passes by the side of or

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across any street a substantial parapet or close screen not less (except with the consent of the Corporation) than 7 feet in height above the level of the footway on such bridge and along such open cutting and shall construct a fence or close screen of the same height in continuation of the parapets to the extent of the land belonging to and retained by them on each side of such bridge All such parapets fences and screens shall be constructed in such manner as the Corporation shall reasonably approve and shall not be used for the posting of bills or for advertising purposes;

(7) The said Railway shall be carried over Laundry Street Railway Street Harding Street and New Thomas Street by girder bridges of the full span of those streets respectively and having clear headways throughout of not less than 15 feet in the case of Laundry Street 14 feet in the case of Railway Street 12 feet 6 inches in the case of Harding Street and 8 feet in the case of New Thomas Street Provided that the bridge over New Thomas Street may be carried over the same street on two rows of columns dividing the roadway into three equal spans;

(8) The Railway shall be carried over Villiers Street and Peter Street by arches of the full span of those streets respectively and having a clear headway at the centre of not less than 11 feet 6 inches in the case of Villiers Street and 10 feet 6 inches in the case of Peter Street;

(9) Between New Thomas Street and Laundry Street the said Railway shall be carried upon an open viaduct constructed upon arches (except as otherwise expressly provided by this Act) and not upon a solid embankment and such arches shall be left open and shall not be used for storage or for any other purposes;

(10) The Company shall reconstruct and thereafter maintain the bridge known as Cock Robin Bridge by which a footway is carried over the Company's existing Railway and Canal and shall widen the same to a uniform width of not less than 8 feet and shall provide a suitable and proper staircase on each side of the bridge of a like width and with steps having a tread of not less than 12 inches and a rise of not more than 6 inches and a convenient handrail on each side thereof;

(11) Within the period of eighteen months after the passing of this Act the Company shall improve the present passenger station of the Company in Pendleton and carry into effect the provisions of a certain agreement dated the twenty-ninth day of March one thousand eight hundred and eighty-one and made between the Corporation and the Company so far as the

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provisions of the said agreement have not already been carried out;

(12) The Company shall make and maintain a new passenger station in connection with the said Railway at a point abutting upon Broughton Road with a proper and convenient approach thereto from Broughton Road;

(13) Within the period of twelve months after the passing of this Act the Company shall complete and open for traffic a new goods station in Pendleton upon the land belonging to the Company lying to the north of and abutting upon Wharton Street;

(14) For the purpose of giving an improved access to the new goods station in the last sub-section mentioned the Company shall at their own costs and charges in all things extend and continue Cobden Street from its present western termination to Wharton Street for a width of 36 feet throughout and such extension or continuation shall be completed formed paved flagged channelled and sewered to the reasonable satisfaction of the Corporation and dedicated to public use within eighteen months after the passing of this Act;

(15) The Company shall at their own costs and charges in all things lay out and form a continuation of Albion Street from Tontine Street to Windsor Bridge of the width of not less than 42 feet throughout so as to give access to that bridge and the portion so continued shall be formed paved flagged channelled and sewered to the reasonable satisfaction of the Corporation and dedicated to public use within eighteen months after the passing of this Act;

(16) The provisions of sections 18 to 23 (both inclusive) of the Railways Clauses Consolidation Act 1845 shall extend and apply to the gas and water-mains pipes and apparatus of the Corporation and to the Corporation in respect thereof as though the Corporation were a gas or water company or society;

(17) If by reason of the exercise by the Company of any powers granted them under this Act any additional gas or water-mains pipes sewers or drains or any increased lengths or capacity thereof respectively be rendered necessary the same shall be respectively provided laid and constructed by the Corporation at the cost of the Company;

(18) If by reason of the exercise by the Company of any powers granted them under this Act the Corporation shall at any time incur any additional cost in repairing or altering any gas or water-main pipe or apparatus or any sewer or drain such

additional cost shall be repaid by the Company to the Corporation;

(19) Before the Company interfere with any existing sewer or drain they shall to the reasonable satisfaction of the Corporation and at the cost of the Company and in accordance with plans and sections to be previously submitted and reasonably approved of by the Corporation construct a sufficient substituted sewer or drain and connect the same with the sewer or drain so interfered with;

(20) If the Company construct any pier or abutment over any sewer of the Corporation the Company shall if so required by the Corporation construct and maintain a good and sufficient culvert thereover so as to afford access thereto for the purpose of repairs;

(21) Nothing in this Act shall interfere with the rights or powers of the Corporation in relation to the making of new sewers and drains;

(22) All bridges for carrying the Railway over public roads or streets shall be constructed and maintained as far as practicable watertight;

(23) The Company shall when required by the Corporation inclose with walls or suitable fencing all lands belonging to the Company not used in the construction of the Railway in order to fence off the same respectively from the streets adjoining;

(24) Whenever in the construction of a bridge under the powers of this Act over any street a recess is left in such street under such bridge the Company shall on the request of the Corporation fence off or build up such recess;

(25) All bridges and viaducts upon which the Railway is carried and which are constructed under the powers of this Act and are not screened from the streets by buildings shall be constructed with parapets of not less than 9 feet above the level of the upper surface of the rails;

(26) The abutments and foundations of all bridges over any public streets shall be carried to such a depth below the surface thereof as to allow the Corporation to reconstruct lay or repair any existing sewer watercourse main or other pipe and in the case of the bridge over Harding Street as to allow the Corporation to lower the level of the roadway to a depth of 3 feet 6 inches below the level of the existing roadway;

(27) The abutments and piers of all bridges over any streets shall be faced with white enamelled bricks and the Company shall at least once in every two years paint white or other

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approved colour the underside of all girders bridges and all exposed iron and wood work in connection therewith respectively and in the cases of Villiers Street and Peter Street the underside of the arches over those streets respectively shall be faced with white enamelled bricks unless otherwise agreed upon between the engineer of the Company and the engineer of the Corporation;

(28) The Corporation at the cost of the Company may from time to time provide place maintain and keep lighted as well by day as by night such lamps as may be agreed upon between the engineer of the Company and the engineer of the Corporation to be necessary to efficiently light the bridges constructed under the powers of this Act over any street or footway;

(29) Before the Company obstruct any street or road in the exercise of their powers under this Act they shall to the reasonable satisfaction of the Corporation provide and thenceforward until such obstruction be removed maintain proper accommodation for the traffic along such street and access to houses and property therein and they shall cause such obstruction to be properly fenced and lighted;

(30) Where any house or building is severed by the Company from other property the Company shall to the reasonable satisfaction of the Corporation build up and secure the severed end of such house or building;

(31) All new streets and diversions of streets shall be formed sewered drained channelled kerbed paved flagged and completed and all streets the surface of which shall be disturbed by the Company shall be restored to the reasonable satisfaction of the Corporation;

(32) All works to be executed by the Company under this section shall be so executed at the cost in all respects of the Company;

(33) The Company shall from time to time pay to the Corporation all sanitary and other municipal rates leviable by or payable to the Corporation upon the respective assessments of any lands or property shown upon the deposited Plans or a proportion of such rates respectively from the time when such lands or property respectively are acquired by the Company until the Company's works are completed and assessed to such municipal rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part

thereof may have been taken down Provided always that the Company shall not be charged with or be liable to the payment of any such rates upon any buildings or property which or part of which is required for the making of a new street or the widening or improving of any existing street as provided by this Act;

(34) The Company and the Corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company for the protection of the Corporation and for the execution by the Corporation of any such works and the acquisition of land therefor;

(35) If any difference arise between the Company and the Corporation touching anything to be done or not to be done under the provisions of this section such difference shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President for the time being of the Institution of Civil Engineers and the costs of the reference shall be borne as he shall direct.

As to sewers &c. at Seaforth.

23. With respect to the construction and maintenance of the Railway in this Act referred to as the Seaforth Diversion the following provisions shall unless otherwise agreed have effect (that is to say):

(1) In order to prevent any injury to any sewers which may be interfered with by any works executed by the Company under the powers of this Act the Company shall construct and do all such works and things as may be agreed on in that behalf between the engineer of the Company and the surveyor of the Local Board or Boards affected by any such works or as failing agreement shall be determined by an arbitrator to be mutually agreed on between the Company and the Local Board or failing agreement to be appointed on the application of either of them by the President for the time being of the Institution of Civil Engineers and the costs of the arbitration shall be borne as he shall direct;

(2) The said diverted Railway shall be carried over Bridge Road by a bridge which shall be throughout of the full width of that road including the footways thereof and shall have a clear headway in every part thereof of not less than 15 feet and 6 inches above the centre of the said road at its present level;

(3) The footway leading from Field Lane to Sandy Road shall be carried under the said diverted Railway by means of a subway

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of the same width throughout as the present footway and having a clear headway throughout of not less than 10 feet and in lieu of the said footway crossing on the level over the said Liverpool Crosby and Southport Railway and any sidings to be constructed in connection therewith such footway shall be carried thereover by a foot-bridge of the same width throughout as the present footway;

(4) The Rimrose Brook shall be carried under the said diverted Railway and under the said Liverpool Crosby and Southport line of the Company by means of a substantial culvert of sufficient sectional area throughout not to obstruct the flow or passage of the waters through the said brook.

(5) If any difference arise between the said Local Board or Boards or either of them and the Company touching this clause or anything to be done or not to be done thereunder such difference shall be determined by arbitration in manner in this section before provided.

Widening of Railway at Wakefield.

24. Subject to the provisions of this Act the Company may in the lines according to the levels and in the manner shown on the deposited Plans and Sections widen and improve and maintain the portion of their undertaking hereinafter mentioned and lay down additional lines of Railway thereon or in connection therewith and for the purposes of such widening and improvement the Company in addition to any other lands which they are by this Act authorised to acquire may enter upon take and use such of the lands delineated on the deposited Plans and described in the deposited Books of Reference relating thereto as may be required for the purposes aforesaid and the said widening and improvement shall for the purposes of toll and all other respects be deemed part of the Lancashire and Yorkshire Railway the portion of the undertaking of the Company hereinbefore referred to and authorised to be widened and improved by this Act is:

The portion of the Company's Railway wholly situate in the township and parish of Wakefield in the West Riding of Yorkshire commencing by a junction with the Company's main line of Railway about 70 yards westward of the bridge carrying the said Railway over the Ings Road and terminating by a junction with the lines of Railway in the Kirkgate Station in Wakefield belonging jointly to the Company and the Great Northern Railway Company and the Company and the Great Northern Railway Company may enter into contracts with respect to the appropriation and use by the two Companies of the portion of Railway when so widened and improved and the

division or apportionment between them of the cost of the said works or of any works incidental to or consequent thereupon. A.D. 1883.

For protection of the Corporation of Wakefield.

25. For protection of the mayor aldermen and burgesses of the borough of Wakefield (in this section called "the Corporation") the following provisions shall unless otherwise agreed between the Corporation and the Company be observed and have effect and the several powers by this Act conferred upon the Company for the construction of works in the borough of Wakefield (hereinafter referred to as "the borough") shall only be exercised except as aforesaid in accordance therewith and subject thereto (that is to say):

(1) The Company shall not take use or appropriate for the purposes of their undertaking any portion of Kirkgate or interfere with that street except temporarily during the construction and formation of the works by this Act authorised;

(2) The existing bridge or viaduct carrying the Railway over Kirkgate and the piers abutments or supports thereof now standing upon that street shall be entirely removed and the present line of Railway and the widening thereof authorised by this Act shall be carried over and across that street including the footpaths by a flat iron girder bridge of one span which shall be not less than 60 feet wide in the clear and 18 feet high from the present surface of the crown of the road to the under side of the girders of the bridge;

(3) Before the Company shall appropriate for the purposes of this Act any portion of the road numbered 4 or of the road or footpath numbered 2 on the deposited Plans relating to "Widening of Line at Wakefield" they shall in lieu thereof provide for the use of the public and to the reasonable satisfaction of the Corporation a footpath not less than 7 feet in width under the existing and widened Railways so as to form a communication between Calder Vale Road as diverted and the existing footway leading to Wakefield Station from the east end of the portion of Calder Vale Road proposed to be stopped up under this Act and shall at all times keep the same footpath well and sufficiently lighted to the reasonable satisfaction of the Corporation;

(4) If the Company shall widen under the powers of this Act their Railway on the northern side of the existing line and in connection with the said work shall stop up or cover over all or any part of Ings Walk or otherwise interfere therewith so as to make the same less convenient for the use of the public the Company shall form on the north side of their line of Railway a new street between Kirkgate and Ings Road not less

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than 20 feet wide with an uniform gradient and well and sufficiently form sewer level pave flag and channel the same to the reasonable satisfaction of the Corporation and shall when so completed deliver over the same to the Corporation for the use of the public;

(5) Where the existing line of Railway in the borough is carried on arches every portion of the widened line where it adjoins those arches (except Kirkgate and Ings Road) shall be carried on arches of a similar kind and the abutments of all new arches shall be in a direct line with the face of the abutments of the existing arches the springing level and the soffit of the new arches shall not be lower than the springing and soffits of the existing arches and no arch whether old or new shall be used for any purpose which may be a nuisance or annoyance to the neighbourhood or detrimental to the public health;

(6) The existing brick bridge carrying the Railway over Ings Road and the abutments thereof shall be entirely removed and the present line of Railway and the widening of the same by this Act authorised shall be carried over that road including the footpaths by a flat iron girder bridge of one span and of such a width as shall leave the roadway including the footpaths under the bridge in every part thereof of a clear width between the abutments of the bridge of 40 feet at the least measured at right angles with the abutments and the bridge shall not be less than 16 feet 6 inches high from the present surface level of the crown of the road and the under side of the girders of the bridge;

(7) In case the existing foot bridge over Ings Beck in Ings Road shall be in any manner interfered with in carrying out the works of the Company the Company shall substitute an iron girder bridge in lieu thereof 9 feet in width and with proper means of access thereto and shall carry the same over the beck in a manner similar to that by which the existing bridge is carried over and to the reasonable satisfaction of the Corporation and so as not to interfere with the waterway of the beck;

(8) In exercising the powers by this Act authorised for widening the Railway of the Company over Ings Beck the Company shall construct a proper culvert for conveying the water flowing down the beck of the same size dimensions and materials as the existing culvert and in one direct line from each point of the beck cut by the limits of deviation shown on the deposited Plans to the existing culvert;

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(9) Wherever any bridge or viaduct now is or shall hereafter be constructed by the Company over any existing public road or street within the borough the Company shall at their own expense make and for ever afterwards maintain every such bridge or viaduct watertight and as far as practicable drip-dry and shall also construct and for ever afterwards maintain and keep in good repair such screens for the whole width of those roads or streets respectively and also to at and upon both sides of each bridge or viaduct for such a distance on each side of the roads or streets respectively as shall be reasonably deemed sufficient by the surveyor for the time being of the Corporation;

(10) Where any bridge or viaduct carrying the Railway across any road or street in Wakefield shall exceed 55 feet in length the Company shall at all times during both night and day cause the portion of road or street under such bridge or viaduct to be well and sufficiently lighted to the reasonable satisfaction of the Corporation;

(11) The Company shall submit to the Corporation for their information and approval all plans for carrying the Works before mentioned into effect so far as they affect any public road or street beck or waterway under the control of the Corporation with figured heights and dimensions and all such works shall be constructed and done to the reasonable satisfaction of the Corporation and at the cost of the Company;

(12) The Company shall during the construction of any works under the powers and provisions of this Act make all such temporary provision as may be necessary for allowing two carts waggons or other vehicles to pass each other over Kirkgate and Ings Road respectively and fence off passages so as to allow two foot passengers to pass each other over those roads respectively;

(13) The Company shall at their own expense at all times whilst any road street or footway sewer or drain shall be broken up or opened consequent upon the exercise of the powers of this Act cause the same to be fenced and guarded and sufficient light and watch for the warning of passengers to be set up and kept there every night during which such road street or footway sewer or drain shall be continued so broken up or opened and shall after replacing and making good the same keep the same in good and substantial repair to the reasonable satisfaction of the Corporation for six months next thereafter;

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(14) Save as in this Act expressly provided nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the Corporation or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed;

(15) All differences or questions which may at any time arise between the Company and the Corporation as to the construction or effect of the foregoing provisions or the performance or observance thereof or any matters connected therewith shall be determined by an arbitrator to be agreed upon between the parties or in default of agreement to be appointed by the Board of Trade on the application of either party and the decision of every such arbitrator shall be binding and conclusive and the costs of the arbitration shall be in his discretion.

Further Works by the Company.

26. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited Plans and Sections the works hereinafter described and may exercise the powers hereinafter mentioned 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 shown as intended to be stopped up or 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 in addition to any other lands which they are by this Act authorised to acquire 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 in accordance with the Lands Clauses Consolidation Act 1845 to all parties injuriously affected by the exercise of the powers contained in this section.

Alteration of Levels.

27. The Company may in the township parish and city of Liverpool in Lancashire:

Liverpool.

(a) Alter the levels of so much of their main line of Railway as extends from the bridge carrying the said Railway over the Leeds and Liverpool Canal to the termination of that Railway in the Company's Exchange Station in Tithebarn Street in Liverpool and they may take down and remove the said bridge when and as they shall think fit;

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Alteration of Levels. Liverpool.

(b) They may alter the authorised levels of so much of the work "Widening of Line and Enlargement of Exchange Station in "Tithebarn Street Liverpool" authorised by the Lancashire and Yorkshire Railway Act 1876 as extends from the south-easterly side of the said Canal to the termination of such work at Tithebarn Street as authorised by the said Act;

(c) They may alter the authorised levels of so much of the Railway "Loop Line at Liverpool" authorised by the Lancashire and Yorkshire Railway Act 1882 as extends from Emma Ann Street in Liverpool to the termination of the said Railway as authorised by the said Act;

(d) They may widen Bixteth Street on the easterly side thereof;

(e) They may make a new street from Ormond Street to Edmund Street to form a continuation of Bixteth Street when so widened;

(f) They may make a new street from Edmund Street aforesaid to Saint Paul's Square to the west of the Company's Exchange Station;

(g) They may make a new street from Rigby Street to Leeds Street alongside and to the west of the said Exchange Station;

(h) If the Corporation within the time limited in that behalf by the Liverpool Improvement Act 1883 construct New Leeds Street and the Back Leeds Street continuation and the Company shall have previously acquired or shall have paid compensation in respect of any loss damage or injury to the properties abutting on Back Leeds Street the Company shall only be bound to alter the level of so much of Back Leeds Street as lies between Leeds Street and the junction therewith of Back Leeds Street continuation authorised by the said Liverpool Improvement Act and to such an extent as will admit of the altered portion of Back Leeds Street and the proposed continuation thereof to be made by the Corporation being made of an uniform gradient and in the event aforesaid the Company shall make in the line and according to the levels shewn on the plan and section deposited in relation to the Liverpool Improvement Act 1883 a new street extending from the westerly side of the Company's Railway where it will intersect New Leeds Street to a point in Leeds Street about thirteen yards eastward of the junction of Tinklepeg Lane with Leeds Street;

(i) If the Corporation do not within the time limited in that behalf by the Liverpool Improvement Act 1883 make New

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Leeds Street and the Back Leeds Street continuation authorised by the said last-mentioned Act the Company may alter the levels of about forty-three yards of Leeds Street whereof thirteen yards are to the westward and thirty yards to the eastward of its junction with Back Leeds Street and may alter the level of Back Leeds Street from its junction with Leeds Street aforesaid to the westerly face of the bridge carrying the Company's main line of Railway over Back Leeds Street but the levels of Back Leeds Street shall be so altered that its level at the westerly face of the bridge carrying the Railway of the Company over Back Leeds Street shall be the same as the level of New Leeds Street at the point where it would have been crossed by the said Railway and the gradient of Back Leeds Street from its junction with Leeds Street as altered in level to the said westerly face of the said bridge shall be uniform and in the event aforesaid the Company may also in accordance with the levels shewn in the section deposited in relation to the Liverpool Improvement Act 1883 make a new street in continuation of Back Leeds Street extending from the termination of the last-described work to a point in Leeds Street about thirteen yards eastward of the junction of Tinklepeg Lane with Leeds Street and may alter the levels of so much of Leeds Street as extends from its junction with Highfield Street to a point in Leeds Street about thirty-two yards westward of the junction thereof with Upper Milk Street.

(j) Provided that if the Corporation do not so make New Leeds Street and the Back Leeds Street continuation then notwithstanding the provisions to the contrary contained in the Lancashire and Yorkshire Railway Act 1876 Back Leeds Street aforesaid shall be maintained as a public highway and shall as altered under the foregoing provisions be maintained and repaired by the Corporation of Liverpool;

(k) They may make a subway for foot-passengers in continuation of the road on the southern side of Saint Paul's Square the said subway passing underneath the Company's Exchange Station as proposed to be enlarged and altered and terminating in Ray Street or Pall Mall;

(l) They may acquire by compulsion or agreement such lands and property of the Canal Company (exclusive of the canal and towing-path) as lie between the west side of their main line of Railway and the west side of the new street in continuation of Pall Mall and Ray Street from Leeds Street to Chadwick Street

authorised by the Improvement Act 1878 and to the northward or north-westward of New Leeds Street and the Company shall in respect of the whole of the said lands and property serve notice to treat on the Canal Company within one year after the passing of this Act;

(m) They may stop up and extinguish all rights of way in and over and may appropriate the site and soil of the following streets or portions of streets or roads viz.:—

(1) So much of Leeds Street aforesaid as extends from the westerly face of the bridge carrying the Company's Exchange Station over Leeds Street to the junction of that street with Ray Street;

(2) So much of Prussia Street as extends from the westerly side of the Company's Exchange Station to Pall Mall;

(3) So much of Edmund Street as extends from the westerly side of the said Exchange Station to Key Street and the obligation imposed on the Company by the 19th section of the Lancashire and Yorkshire Railway Act 1876 to continue Edmund Street to Pall Mall is hereby repealed.

(n) When under the powers of this Act and for the purposes of the said alteration of levels and the works connected therewith the Company have purchased and taken the houses and property on both sides of any streets courts ways and places they may extinguish all rights of way in and over the same and may appropriate to themselves the site and soil thereof;

(o) Provided always that the free passage along the Leeds and Liverpool Canal shall not be interfered with unless or until the new street authorised by the Improvement Act 1878 in continuation of Pall Mall and Ray Street as proposed to be altered under the Liverpool Improvement Act 1883 is opened for public traffic and the Canal Company have completed the diversion of their Canal proposed to be authorised by that Act which diversion they shall be bound to complete within one and a half years after the Corporation have conveyed to them the lands to be conveyed to them under the provisions of sub-paragraph (2) of section 18 of the said Act.

Provided also that the Company may for the facilitating the execution of the works by this Act authorised affecting the said Canal construct across the Canal and towing-path a temporary bridge at such point as may be agreed on between the engineer of the Company and of the Canal Company and on the Company paying such sum or sums of money as may be agreed on between such engineers for the privilege of

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constructing such temporary bridge or as in default of agreement may be determined by an engineer to be appointed on the application of the Company or the Canal Company by the President for the time being of the Institution of Civil Engineers and may for that purpose contract the water-way of the Canal to such an extent as only to admit of the passage of one boat at a time along the same;

(p) Provided further that so much of the work described in sub-section (i) of this section as lies eastward of Pall Mall continuation authorised by the Liverpool Improvement Act 1883 shall be completed simultaneously with the completion of the said Pall Mall continuation;

(q) The Company shall make good all damage that may be occasioned to the works or property of the Canal Company by the construction or want of repair of any of the Company's works or otherwise in carrying the powers of this Act into execution: but

(1) In every case of pressing necessity; and

(2) In every other case if for seven days after notice in writing thereof given to the Company by the Canal Company the Company neglect to proceed with due diligence to make good such damage;

the Canal Company may if they think fit make good the damage and the amount expended by them in so doing shall be repaid to them by the Company.

(r) If and whenever by any act or omission of the Company during the exercise of any of the powers of this Act any part of the Canal or towing-path shall be obstructed or rendered dangerous to boats barges or other vessels navigating or using the Canal the Company shall pay to the Canal Company as or by way of ascertained damages the sum of two hundred pounds for every day during which the obstruction or danger shall continue and so in proportion for any less time than a day;

(s) Provided that nothing in this Act contained shall prevent the Canal Company or any owner of boats or barges from recovering from the Company (in addition to the ascertained damages hereinbefore mentioned) any special damage that may be sustained by the Canal Company or such owner in consequence of the stoppage or hindrance to the traffic upon the Canal or in consequence of the works to be executed by the Company or by the Canal Company for the Company under the provisions hereinbefore contained or on account of any other act or omission of the Company;

(t) If and whenever any damages or other sums payable by the Company to the Canal Company or any such owner as aforesaid are not paid on demand made on the secretary or clerk of the Company the same may together with costs of suit be recovered against the Company in any court of competent jurisdiction;

Agreements with Corporation and Leeds and Liverpool Canal Company.

The Company on the one hand and the Corporation of Liverpool and the Canal Company or any or either of them on the other hand may enter into and fulfil contracts and agreements for and in relation to or consequent upon the said works and the execution of any works incidental thereto.

Certain provisions to have effect consequent on the powers of the Liverpool Improvement Act 1883.

28. The following provisions shall have effect in consequence of the power given by the Liverpool Improvement Act 1883 to stop up and close the said part of the Leeds and Liverpool Canal (that is to say):

(a) The Company may and shall acquire by compulsion or agreement within one year after the Canal Company have completed the diversion of their Canal authorised by the Liverpool Improvement Act 1883 so much but so much only of certain lands shown on the deposited Plans (p. 61 (Additional Lands) Plan Sheet 3) and included within dotted or broken lines on which is written "limit of lands proposed to be acquired" as lies or will lie to the northwestward of the northern side of New Leeds Street as the same is shown upon the plans deposited for and referred to in the Liverpool Improvement Act 1883 or if New Leeds Street shall be actually constructed otherwise than in the line or of the width shown on those plans as provided by the Liverpool Improvement Act 1883 to the northwestward of the northern side of New Leeds Street as the same shall be so actually constructed and so much of the Leeds and Liverpool Canal and towing-path as lies between the west side of the Company's Main Line of Railway and the west side of the new street in continuation of Pall Mall and Ray Street from Leeds Street to Chadwick Street authorised by the Improvement Act of 1878;

(b) The Company shall be by this Act relieved from all obligation to make the diversion of the said Canal authorised by the Act of 1882 and all or any works connected therewith;

(c) All provisions of the Company's Acts of 1847, 1876, and 1882 by which the Company are authorised or required to make or maintain any bridges viaducts arches piers columns or openings over the part of the Leeds and Liverpool Canal authorised to be closed under the powers of the Liverpool Improvement Act

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1883 or to construct or maintain any works across or affecting the Canal Company's lands or property in the City of Liverpool shall be by this Act repealed;

(d) The Company shall at any time before the continuation of Back Leeds Street authorised by the Liverpool Improvement Act 1883 shall be completed at the request of the Leeds and Liverpool Canal Company make a temporary road of not less than 30 feet in width from Back Leeds Street aforesaid up to Pall Mall continuation as lowered and shall lower the level of Back Leeds Street so as to make the said temporary road fit for heavy traffic Provided that where the said temporary road passes through the lands of the Canal Company they shall allow the Company temporarily to use the land required for the road free of charge;

(e) The Company may as to their existing Railway and as to their authorised widening between the towing-path on the part of the Leeds and Liverpool Canal authorised to be closed and Leeds Street and as to their authorised Loop Line between its termination and the same part of the towing-path substitute an embankment for the viaducts shown on the deposited Sections.

Works affecting Leeds and Liverpool Canal to be subject to approval of Canal Company's Engineer.

29. All works which the Company are authorised to execute under this Act and which may affect the traffic of the Leeds and Liverpool Canal Company's Canal shall so far as they will or may affect such traffic be subject to the approval of the engineer of the Canal Company.

Saving rights of Leeds and Liverpool Canal Company.

30. Except as is by this Act otherwise expressly provided nothing in this Act contained shall take away lessen prejudice alter or affect any of the rights privileges property powers or authorities of the Leeds and Liverpool Canal Company.

For protection of the Corporation of Liverpool.

31. In constructing within the city of Liverpool the works by this Act authorised the Company shall notwithstanding anything in this Act conform to and observe the following provisions regulations and restrictions and the same shall (save so far as may at any time hereafter be agreed between the Corporation and the Company) have effect within the said city (that is to say):

(1) Before the Company shall stop up appropriate or obstruct the traffic in Edmund Street from the west side of Exchange Station eastwards or Prussia Street from the west side of Exchange Station to Pall Mall they shall form and dedicate to the public a new street 40 feet in width in direct line with Bixteth Street from Ormond Street to Edmund Street also a

new street along the west side of Exchange Station not less than 30 feet in width from Edmund Street to Saint Paul's Square;

(2) The Company as soon as possible after the eastern portion of the new Station as lowered has been opened shall widen the street called Bixteth Street by laying to the said street and dedicating to the public so much of the land as shall make the said street when widened not less than 40 feet in width from Tithebarn Street to Ormond Street;

(3) The Company shall construct a subway not less than 8 feet in height by 8 feet in width on the line of Prussia Street beneath the present and enlarged Station from Saint Paul's Square to Pall Mall with the requisite approaches thereto which said approaches shall be recessed in the wall of the said Station to the extent of the thickness thereof above the formation level of the Railway as lowered and the same shall for ever afterwards be maintained by the Company;

The subway and approaches thereto shall be lined with glazed and enamelled bricks of approved colour and shall be lighted from the Railway through the roof of the said subway and the whole shall be completed in accordance with plans to be reasonably approved by the Corporation;

(4) The Company shall provide and maintain in the subway in the line of Prussia Street beneath the present and enlarged station for the purposes of effectually lighting the same such gas lights in such positions as shall be required by the Corporation each burner burning not less than five cubic feet of gas per hour and shall keep the same lighted with gas continuously if called upon during the day and night Provided always that the gas lights may be extinguished during the time that such subway may be closed in pursuance of a bye-law to be made as hereinafter mentioned;

(5) Before the Company shall stop up appropriate or obstruct the traffic in Leeds Street they shall form and dedicate to the public a new street 30 feet in width on the west side of Exchange Station between Rigby Street and Leeds Street;

(6) Before the Company shall stop up appropriate or obstruct the traffic in Leeds Street they shall make the continuation of Back Leeds Street by this Act authorised according to the same levels as the new street from Great Howard Street to Leeds Street authorised by the Liverpool Improvement Act 1883 as shown upon the deposited plans and sections referred to in that Act and shall make the same 54 feet in width

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throughout and shall dedicate the same to the public within three years after the passing of this Act Provided always that the Company may leave standing for a period not exceeding three calendar months after the stopping up of Leeds Street the pier which carries the existing Railway over the site of the said new street;

(7) The Company shall in accordance with the specification in use within the city for the completion of first-class streets pave flag and channel the widened portion of Bixteth Street and sewer level pave flag and channel the following new streets namely:

New street from Ormond Street to Edmund Street to form a continuation of Bixteth Street;

New street along the west side of Exchange Station from Edmund Street to Saint Paul's Square;

New street along the west side of Exchange Station from Rigby Street to Leeds Street;

New street in continuation of Back Leeds Street from the west side of Lancashire and Yorkshire Railway to a point in Leeds Street 13 yards east of its junction with Tinklepeg Lane.

(8) The bridge for carrying the existing line and the widened portion authorised by the Lancashire and Yorkshire Railway Act 1876 over the new street from Great Howard Street to the continuation of Pall Mall authorised under the Liverpool Improvement Act 1883 according to the levels of the said new street and shown on the deposited Sections referred to in that Act shall be constructed as follows:

The extreme length of the bridge measured along the new road shall not exceed 150 feet with perpendicular piers and flat girders of one span of the full width of the street including the footways namely 54 feet and so constructed that there shall be at least 14 feet headway measured from the centre of the said street as shown upon the cross-Section No. 1 of the deposited Sections provided that cantilevers under the said girders may be allowed with a maximum depth of 5 feet over the footway.

(9) After the lines of Railway and cross-over roads at the north end of the Station have been laid the Company shall if practicable provide openings to give light into the road beneath the bridge in accordance with a plan to be approved by the Corporation;

(10) The parapet walls of the bridge shall not be less than 9 feet in height above the rail level and the bridge shall as far as practicable be made and maintained at all times watertight and free from droppings of water upon the roadways or footways below and shall in all other respects be kept in complete repair;

(11) The Company shall at their own cost build and for ever maintain a wall or facing of white glazed and enamelled bricks to the abutments of the bridge along the boundary of their property and to the full extent thereof at each side of and fronting into the street under the said bridge and the under side of the bridge over the new street and all ironwork and woodwork in connection therewith shall be painted and repainted when required by the Corporation with a colour to be approved by them;

(12) The Company shall in addition to the provision of subsection 15 of section 19 of the Lancashire and Yorkshire Railway Act 1876 by which the Company are to dedicate to the public land to widen Pall Mall and Ray Street construct a boundary wall on their premises on the east side of the Railway Company's terminus with Pall Mall and Ray Street and where the same abuts upon the continuation of Pall Mall authorised by the Liverpool Improvement Act 1883 the foundation of the said wall shall be carried sufficiently low to allow the street to be constructed at the levels authorised by the said last-mentioned Act;

(13) The Company shall not without the consent of the Corporation by the construction of the authorised Railways interfere with the free use of any of the tramway lines leased to the Liverpool Tramways Company and in the event of the Corporation consenting to the temporary diversion of any portion of the tramway traffic by any existing or substituted route the Company shall pay to the Corporation all costs charges and expenses of and incidental to providing and maintaining a substituted route during the time the existing tramway route or any portion thereof is interrupted or interfered with and also all costs charges and expenses of the reconstruction and relaying of the tramways and rails so interrupted or interfered with and the Corporation may recover all such costs charges and expenses in any court of competent jurisdiction;

(14) Bye-laws may from time to time be made by the Corporation for the closing of the subway in line of Prussia Street

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and Pall Mall during any times except between the hours from five in the morning to nine at night and upon every such bye-law coming into force the Company shall provide and shall at all times maintain sliding or other gates for the purpose of closing such subway during the times fixed by such bye-laws and the Corporation shall cause the same from time to time to be closed and kept closed accordingly and to be opened and kept open at all times but nothing herein shall prejudice the Company's right of access at any time to any part of their premises;

(15) The Company shall provide and maintain in each part of every street or road over which a bridge is to be constructed or an existing bridge widened for the purpose of effectually lighting the portions of the street or road now or hereafter to be covered over such additional lamps with gaslight as shall be required and in such positions as shall be approved by the Corporation each burner not burning less than five cubic feet of gas per hour and shall keep the same lighted with gas continuously during the night and during such portion of the day as shall from time to time be prescribed by the Corporation in the months of January February November and December in every year;

(16) The Company shall not without the consent of the Corporation signified in writing under the hand of the town clerk temporarily close any street road passage or place or construct any works or perform any operations which may obstruct the traffic along such streets roads passage or place;

(17) In all cases where streets roads passages or places are temporarily closed or diverted the Company shall provide accommodation for the traffic and access to houses and other places with proper fences and lights to the reasonable satisfaction of the Corporation and shall maintain such accommodation and access fences and lights to the reasonable satisfaction of the Corporation;

(18) Where the surface of any street road court passage or place not authorised to be stopped up under the provisions of this Act has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised with the consent aforesaid the Company shall well and sufficiently and to the reasonable satisfaction of the Corporation restore the surface so interfered with or disturbed and so much of the surface of any other street road court passage or place adjoining such street as aforesaid as it shall be

rendered necessary to alter by such interference and shall maintain in efficient repair the said surface for twelve months to the like satisfaction;

(19) In every case where the level of any street road court passage or place not authorised to be stopped up under the provisions of this Act is altered by the Company the portion of any such street road court passage or place of which the level shall be altered and which is now paved flagged and channelled shall be paved flagged and channelled and the portion of any such street road court passage or place which is not paved flagged or channelled shall be restored to as good a condition as the same was before such alteration and in all respects completed at the expense of the Company and to the reasonable satisfaction of the Corporation;

(20) Before interfering with any street road court passage or place for the purpose of altering the line or level thereof in accordance with the provisions of this Act the Company shall give to the Corporation seven days' previous notice in writing and the work shall be done under the direction and to the reasonable satisfaction of the Corporation;

(21) The flags paving stones and other materials in any street in the city of Liverpool which shall be interfered with by the Company under the powers of this Act shall remain and be the property of the Corporation and may be used or removed by them;

(22) The Company shall not without the previous consent of the Corporation signified in writing under the hand of the town clerk construct in any street any shaft eye or other work;

(23) The Company shall as and when required by the Corporation signified in writing under the hand of the town clerk remove any eye-shaft or other work which may with the consent of the Corporation have been constructed in any street and well and sufficiently to the satisfaction of the Corporation restore the surface of such street and maintain in efficient repair the said surface so restored for the period of twelve months to the like satisfaction;

(24) If the Company shall make at any part of their works adjoining or abutting on any public street or road any doors or openings into or from which any goods or merchandise for conveyance by their Railways or for delivery shall be received or delivered they shall before constructing any such doors or openings into such street or road set back their wall or building for a space of 10 feet for the whole distance along which such

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doors or openings are made in order that carts or other vehicles may stand thereon while receiving or delivering goods at the said doors or waiting to receive or deliver goods without obstructing such street or road;

(25) Whenever it may be necessary to intercept or interfere with any existing sewer or drain the Company shall before intercepting or interfering with such existing sewer or drain construct at their own expense according to a plan to be prepared by the city engineer a sewer or drain in lieu of and not less than equal capacity with the sewer or drain so proposed to be interrupted or interfered with and every such substituted sewer or drain shall be connected by and at the expense of the Company with such convenient sewer or drain as shall be approved by the Corporation;

(26) Where by reason of the execution of any of the powers of this Act it becomes in the opinion of the Corporation necessary to obtain access to any existing or substituted sewer or drain through any property or works of the Company the Company shall when required by the Corporation make and maintain such access and the Corporation shall by their officers workmen and servants be at liberty at all times to use the same for any purpose for which it may be necessary;

(27) The Corporation shall have power to enter upon the lands of the Company for the purpose of constructing such manholes as may be required on the line of the Leeds Street Outfall Sewer now passing under their Railway and so far as it may pass through land to be acquired by the Company;

(28) The Corporation shall have power to construct such manholes on the premises of the Company as may be requisite for the full inspection cleansing and repairing of the sewers passing through the property acquired by them the positions of the same to be subject to the reasonable approval of the engineer of the Company;

(29) If by reason of the execution of any of the powers of this Act any additional sewers or drains or any increased length or alteration of sewers or drains or any man-holes air-holes or other works or conveniences connected therewith shall become necessary the same shall be constructed by and at the expense of the Company of such capacity according to such plans and in such manner as shall be reasonably approved by the Corporation;

(30) If by reason of the execution of any of the powers of this Act any sewer be absorbed and discontinued and no sewer in

lieu thereof is necessary to be constructed the Company shall pay to the Corporation the proportion of the original loan for constructing such sewer which shall then remain oustanding and unsatisfied;

(31) Where by reason of the execution of any of the powers of this Act it becomes in the opinion of the Corporation necessary or desirable that any lands of the Company should be fenced off from any street or road fronting or abutting thereon the Company shall enclose such lands with walls or fencing to be built or constructed to such height as the Corporation may require and in all other respects to their satisfaction;

(32) The Company shall not without the consent of the Corporation under the hand of the town clerk use gunpowder or any other explosive substance in the construction of any portion of the works and the Corporation are hereby authorised to give the required consent subject to such conditions as to them may seem expedient and subject to the payment and satisfaction by the Company of all damages costs and expenses to be sustained or incurred by any person or persons by the use of gunpowder or any other explosive substance such damages to be recoverable in any court of competent jurisdiction;

(33) In any case where any house or other building intended to remain standing shall be severed by the Company the Company shall to the reasonable satisfaction of the Corporation build up or repair such house or building so as to prevent any unsightly appearance;

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

(35) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive except the word "eighteen" in section 20 which shall for the purposes of this Act be read as "thirty" shall apply to the water-mains and pipes of the Corporation and whenever in those sections the word "company" or "society" is used the same shall for all the purposes of this Act be held to extend to and include the Corporation;

(36) Whenever the mains or water-pipes of the Corporation shall be severed or interfered with by the works authorised by this Act and whenever it is necessary for the maintaining the

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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 Company;

(37) If by reason of the execution 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 Company according to such plan and in such manner as shall be approved by the Corporation;

(38) Whenever by the appropriation or destruction of property by this Act authorised any mains or water-pipes laid for the supply of such property shall be rendered unnecessary the Company shall pay to the Corporation the cost of laying an equivalent length of main or water-pipes and the cost of the works required for the discontinuation of those mains or water-pipes rendered unnecessary to such amount as shall be estimated by the water engineer and the mains and water-pipes so rendered unnecessary shall be the property of the Company;

(39) Whenever by this Act it is provided that anything may be done with the consent or approval of the Corporation or shall not be done without such consent or approval such consent or approval may be given subject to such reasonable conditions and provisions as the Corporation may think fit to make and the giving of such consent or approval shall not prejudice any right of the Corporation except as may be provided thereby or of any other body corporate or person to compensation under the provisions of this Act;

(40) The Company shall from time to time pay to the Corporation all sanitary and other municipal rates leviable by or payable to the Corporation upon the respective assessments of any lands or property shown on the deposited Plans or a proportion of such rates respectively from the time such lands or property shall be acquired by the Company until the Company's works are completed and assessed to such rates and the amount of such rate payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down.

Stanley Road Bridge.

32. The Company may for the purpose of sidings or other works construct additional or enlarged openings or archways under the Stanley Road at Kirkdale in the township of Kirkdale in the parish of Walton-on-the-Hill in Lancashire on both sides of the

bridge now carrying that road over the Company's Liverpool and Bury Railway. A.D. 1883.

New Road. Long Millgate Manchester.

33. The Company may execute in the township parish and city of Manchester in Lancashire the following works and exercise the following powers (that is to say):

(a) They may make a private approach road commencing at Long Millgate at its junction with Mill Brow and terminating at or near to the front of the booking offices at the Company's Victoria Station and they shall make along the said road a convenient footpath.

(b) When the said road and footpath are open to the public the Company may close and appropriate the site and soil of the Mill Brow Footpath extending from the junction of such footpath with Long Millgate aforesaid to its termination at or near to the Company's Victoria Station.

(c) When the Company have purchased and taken under the powers of this Act the School Mills referred to in the hereinbefore recited Act of the 32nd year of King George the Second the usage custom and obligation established and confirmed by the said Act shall be abolished and all rights and claims of or upon the feoffees or the Company in respect thereto shall cease.

For the protection of the Corporation of Manchester.

34. The following stipulations shall apply unless otherwise agreed between the mayor aldermen and citizens of the city of Manchester in the county of Lancaster (in this Act called "the Manchester Corporation") and the Company with respect to the works by this Act authorised:

(1) The Company shall subject as herein provided be allowed to absorb the public footpath known as Mill Brow and also so much of Walker's Croft as lies eastward of the western line shown on the deposited Plans indicating "Limits of Deviation" and of Lands proposed to be acquired;

(2) The Company shall give the public a right of way for foot-passengers only over their new approach-road when completed so as to afford communication between their Victoria Station or Walker's Croft and Long Millgate;

(3) The Company shall construct a proper and substantial staircase leading from the northerly side of Walker's Croft to the new approach road with an easy grade and protected by suitable railings and in accordance with plans to be reasonably approved of by the city surveyor;

(4) The Company shall construct and for ever afterwards maintain in good repair such new or substituted footpath and stairs

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and light and clean the same to the reasonable satisfaction of the Corporation;

(5) The abutments or piers of the new bridge carrying such new approach road over the River Irk shall be as nearly as practicable parallel with the stream or course of that river The Company shall not diminish the water-way of that river or obstruct the free flow of water therein but the width shall not be less than 36 feet;

(6) It shall be lawful for the Corporation when and as they may see fit but at their own expense in all things to remove the School Weir now across the River Irk and restore the river at this point to its natural condition and to a uniform width;

(7) The works for carrying the new approach-road over the River Irk shall be made and constructed in accordance with plans and in manner to be agreed upon between the engineer of the Company and the city surveyor or failing agreement to be settled by arbitration as hereinafter provided;

(8) After the construction of the works by this Act authorised with respect to the River Irk the Company shall remove from that river all coffer-dams and other temporary works The Company shall not throw or cast or permit to be thrown or cast into the River Irk any material débris or substance whatever In the event of any contravention or non-observance of this sub-section the Corporation may from time to time cause to be removed at the cost of the Company if they make default after seven days' notice from such river any matter or thing which may obstruct the free flow of water therein;

(9) For the purpose of enabling foot-passengers to pass along Mill Brow aforesaid during the construction of the works all such temporary bridges and temporary accommodation shall be made and provided by and at the expense of the Company as the city surveyor may from time to time reasonably require and immediately after the completion of the works any street or streets which may have been disturbed in and for the purposes of such works shall be restored and made good by the Corporation but at the expense in all respects of the Company;

The works in connection with the making of the new approach road or affecting the River Irk shall be sufficiently lighted and watched both by day and night until the completion thereof by and at the cost of the Company and arrangements shall at the cost of the Company be made to the reasonable satisfaction of the city surveyor so that the traffic in and over the said street

or streets shall be continued during the progress of the works;

(10) The flags paving-stones and other materials in any road or street or public footpath in the city of Manchester which shall be interfered with by the Company in making the said new approach road shall remain and be the property of the Corporation and may be used or removed by them;

(11) Whenever in execution of the powers in this Act contained it shall be necessary either temporarily or permanently to alter or interfere with or disturb any of the sewers or drains or any of the gas water or other mains or pipes or apparatus belonging to the Corporation whether within or beyond the limits of the city the same shall be carried into effect by and under the direction of the Corporation but at the expense in all respects of the Company;

(12) The cost of procuring and laying any new sewers drains mains pipes or other apparatus in substitution for those which may be rendered useless by such alteration shall be repaid to the Corporation by the Company on demand;

(13) The works of the Company shall be so constructed and carried out at the cost of the Company as not to interfere in any way with the exercise by the Corporation of the rights and powers conferred upon them by the Manchester Corporation Waterworks Act 1879 or with the intended Thirlmere Aqueduct of the Manchester Corporation and other works authorised by such Act Before any works of the Company affecting the said exercise of the rights and powers of the Corporation or the construction or maintenance of the said Aqueduct and works shall be commenced by the Company a plan and section showing the intended works of the Company in relation to the said intended Aqueduct and works of the Corporation shall be furnished to the Manchester Corporation for the sanction and approval of their engineer who shall thereupon specify and describe the works requisite to be executed by the Company for the protection of the said Aqueduct and the works of the Company shall be executed in accordance with such requirement and not otherwise;

(14) The Corporation shall not be liable for and shall be indemnified by the Company against all damage and injury which may be caused to the line and works of the Company and the traffic thereon and the persons and property being conveyed on or using such Railway by breaking bursting or leaking of or escape from any sewers water or gas main or pipe belonging to

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or under the control of the Corporation unless such damage or injury shall have arisen as the consequence of any act or default of the Corporation or of their contractors officers agents workmen or servants;

(15) The Company shall be responsible for and make good to the Corporation all costs losses damages and expenses to be sustained by them by reason of any of the matters hereinbefore provided for or by reason of any damage to be occasioned to persons or property or otherwise by reason of the execution or any defect or default in execution (whether by the Company or their contractors agents workmen or servants) of the powers of this Act and shall indemnify the Corporation from all claims and demands upon or against them by reason of any such execution or defect or default therein or arising therefrom;

(16) The costs of all works and matters which are under this section to be executed done or provided by the Corporation at the costs of the Company and all other costs and expenses by this section made payable by the Company to the Corporation shall be paid on demand and shall be recoverable in any court of competent jurisdiction;

(17) In the event of any difference arising between the city surveyor or engineer of the Corporation on the one hand and the engineer of the Company on the other hand in respect of any plan or the execution of any of the works provided for by this section the same shall be settled by an engineer to be appointed by the Board of Trade upon the request of either party.

New Works. Chorley.

35. The Company may execute the following works and may exercise the following powers at Chorley in the township and parish of Chorley in Lancashire.

(a) They may make a new road commencing in and out of Lyons Lane at a point about 11 yards eastward of the bridge carrying Lyons Lane over the Bolton and Preston Section of the North Union Railway and terminating in Lyons Lane aforesaid at its junction with Railway Street and when the new road is made all rights of way in and over so much of Lyons Lane as lies between the points aforesaid are hereby extinguished and the site and soil thereof are vested in the Company.

(b) They may increase the span of and make additional arches or openings on the western side of the bridge carrying Brooke Street over the North Union Railway and may for the purposes aforesaid pull down the whole or any portion of the existing bridge and alter the level of the approaches to the said bridge on the western side thereof.

(c) They may purchase and take by compulsion or agreement certain lands bounded on the east by the North Union Railway on the north by Lyons Lane aforesaid and intersected by Brooke Street.

Works at Bury.

36. The Company may execute the following works and exercise the following powers at Bury in the township and parish of Bury in Lancashire:—

(a) They may widen on the westerly side the bridge carrying the East Lancashire section of the Company's Railway over the occupation road leading to Chamber Hall from Woodfield.

(b) They may purchase and take by compulsion or agreement certain lands bounded on the east by the Company's said Railway and at the northerly extremity by the said occupation road.

Failsworth Level Crossing.

37. The Company may instead of the crossing of their Hollinwood Branch Railway at Wrigley Head on the level by a public footpath leading from Wrigley Head to New Moston (the said level crossing being in the township of Failsworth in the parish of Manchester) construct in the same township and parish a new road or way commencing in and out of the existing footpath about 41 yards northward of the said level crossing and terminating in the said existing footpath about 43 yards southward of such level crossing and when the said new road or way is constructed all rights of way over the Company's Railway and property along the existing footpath are hereby abolished and the site and soil thereof between the fences of the Company so far as the same do not already belong to them are vested in the Company.

Provided that notwithstanding anything contained in this Act or shown on the deposited Plans and Sections the Company shall in constructing the said new road make the eastern approach thereof with a uniform gradient of 1 in 30 from the eastern face of the subway shown upon the deposited Section to the point of termination of the said new road so as to enable the local board for the district of Failsworth or other the road authority of the district to continue at their own expense such new road at such uniform gradient from the point of termination aforesaid to the public road at Wrigley Head Provided further that the said new road and the works consequent upon the continuation thereof to the said public road shall be executed simultaneously by the Company and the local board or other the road authority as aforesaid.

Road at Wakefield. Revival of Powers.

38. The powers conferred upon the Company by section 14 of the Lancashire and Yorkshire Railway Act 1877 "New Road and Lands at Wakefield" with respect to the making of a new road in

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the township parish and borough of Wakefield in the West Riding of Yorkshire commencing in Kirkgate on the south side of the viaduct of the Company's Railway continuing eastwards for a distance of 90 yards and terminating in a public road near the western end of the grain warehouses of the Company are hereby revived.

Provided that the said new road shall be not less than 40 feet wide and shall be made on the southerly side of the said viaduct when widened under the powers of this Act and the Company may when the said new road shall have been sewered levelled paved flagged channelled and completed to the reasonable satisfaction of the surveyor for the time being of the Corporation stop up and appropriate to their own purposes so much of the existing public road as lies westward of the proposed eastern termination of the new road and all rights of way in and over the same shall be extinguished.

Provided also that notwithstanding anything in this Act contained the Company shall not without the consent in writing of the Undertakers of the Navigation of the Rivers of Aire and Calder in the county of York make the said new road of a greater width (including the footpaths) than 40 feet measured from the southerly side of the said viaduct as widened under the powers of this Act and shall not enter upon take or use in connection with the said new road any lands belonging or in lease to or held in trust for the said Undertakers except such as are delineated upon the deposited Plans and absolutely required for the purposes of making the said road of the width aforesaid.

Saint James's Road. Bootle.

39. The Company may stop up and extinguish all rights of way in and over and may appropriate the site and soil of Saint James's Road in Bootle in the township of Bootle-cum-Linacre in the parish of Walton-on-the-Hill in Lancashire leading from Marsh Lane to Saint James's Church.

Additional Lands.

40. The Company may purchase and take by compulsion or agreement in addition to the other lands and property which they are by this Act authorised to acquire the lands hereinafter described which are shown on the deposited Plans and described in the deposited Books of Reference and may retain and hold such of the lands as have already been purchased by them (that is to say):

Blackburn.

Certain lands at Blackburn situate in the township parish and borough of Blackburn in Lancashire bounded on the southerly side by Jubilee Street on the north-easterly side by Station Road and on the westerly side by Bridge Street and they may stop up and extinguish all rights of way in and over and

appropriate to their own purposes so much of the site and soil of Jubilee Street as extends from its eastern junction with Bridge Street to the Company's passenger station in Blackburn.

Pendleton. Certain lands at Pendleton in the township of Pendleton in the parish of Eccles in Lancashire bounded on the north-easterly side by the Company's Manchester and Bolton Railway on the westerly side by Cobden Street and on the south-easterly side by the Pendleton Flax Mills.

Whitefield. Certain lands at Whitefield situate in the township of Pilkington in the parish of Prestwich-cum-Oldham in Lancashire bounded on the westerly side by the turnpike road leading from Manchester to Bury and on the northerly side by Moss Lane.

Rochdale. Certain lands at Rochdale situate in the township of Castleton in the parish of Rochdale in Lancashire bounded on the north-westerly side by the Company's main line of Railway on the north-easterly side by the Rochdale Canal and on the south-easterly side by Hare Street.

Bolton. Certain lands in the township of Little Bolton in the parish of Bolton-le-Moors in Lancashire bounded on the westerly side by the Company's Astley Bridge Branch Railway and intersected by the footpath leading from Back-o'-th'-Bank to the Bottoms. Provided that the Company shall not without the consent in writing of the mayor aldermen and burgesses of the borough of Bolton under the hand of their town clerk stop up or otherwise obstruct the use of the footpath so intersecting those lands and leading from Back-o'-th'-Bank to the Bottoms as aforesaid.

Lockwood. Certain lands in the township of Lockwood in the parish of Almondbury in the West Riding of Yorkshire lying on the westerly side of the Railway and sidings of the Company at their Lockwood Station.

For protection of the Corporation of Huddersfield. Provided that unless otherwise agreed on between the Company and the mayor aldermen and burgesses of the borough of Huddersfield (in this proviso referred to as "the Corporation") the following provisions shall have effect:

(1) The Company shall not except with the consent of the Corporation take or in any way alter or interfere with the public footpath across the said lands shown upon the deposited Plans of the said lands and thereon and in the Book of Reference thereto distinguished by the No. 8;

(2) In lieu of the footpath across the lands which is shown on the said last mentioned deposited Plan and thereon numbered 5

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the Company shall construct and maintain a new footpath of 5 feet in width commencing in Thornfield Road adjoining southwardly the said land at Lockwood authorised by this Act to be taken by the Company at or near the centre of the curve of that road where it curves in a south-westwardly direction and proceeding thence in a southerly direction and at a level or nearly level gradient along a benching to be constructed by the Company on the new slope of the cutting proposed to be executed by them on the west side of their Railway and upon part of the said lands extending from Thornfield Road to Hanson Lane and terminating in Hanson Lane at the south-west end of the bridge carrying Hanson Lane across the said Railway. Such new footpath shall be securely fenced off on the side nearest the Railway and shall be so drained that no water shall flow on to it from the ground on the west side of such footpath. Such new footpath shall be formed and completed to the reasonable satisfaction of the Corporation and shall be afterwards maintained by the Company;

(3) The Company shall not take or in any way alter or interfere with (excepting temporarily) the said footpath numbered 5 unless and until they have constructed and completed the said new footpath to the reasonable satisfaction of the Corporation and when such new footpath shall have been so constructed and completed the Company may stop up the said footpath numbered 5 on the said deposited Plan of the said lands;

Goole.

Certain lands at Goole situate in the township of Armin in the parish of Snaith in the West Riding of Yorkshire bounded on the southerly side by the Company's Railway and near to the bridge carrying the Hull and Doncaster line of the North Eastern Railway over the Company's Railway Provided always that nothing in this section contained shall alter vary abate lessen abridge or in any manner affect or prejudice any estate right title interest or advantage of William Henry Carter Dunhill his heirs or assigns.

Bailiff Bridge.

Certain lands situate partly in the township of Clifton in the parish of Dewsbury and partly in the township of Wike in the parish of Birstal in the West Riding of Yorkshire bounded on the north south and east sides by lands belonging to the Company and on the west side by lands belonging or reputed to belong to Messrs. T. F. Firth and Son and situate near to Bailiff Bridge and the provisions of section 92 of the Lands Clauses Consolidation Act 1845 shall not apply to the said lands.

Lands &c. at Kirkham.

41. The Company and the London and North-Western Railway Company jointly as proprietors of the Preston and Wyre Railway may purchase and take by compulsion or agreement the lands shown on the deposited Plans and described in the deposited Books of Reference in the Parish of Kirkham in Lancashire and exercise the following powers that is to say:

(a) Certain lands shown on the deposited Plans and described in the deposited Books of Reference in the township of Medlar-with-Wesham bounded on the southerly side by the said Preston and Wyre Railway and abutting on the easterly side of the road leading from Weeton to Kirkham Also certain other lands (except the land numbered 41a on the deposited Plans for the same township) in the same township bounded on the northerly side by the same Railway and abutting on the easterly side of the said last-mentioned road And they may stop up and extinguish all rights of way in and over the level crossing situate in the said township of Medlar-with-Wesham which now intersects the main line of the Preston and Wyre Railway goods yard and sidings at the Kirkham Station thereof and lying immediately to the west of the goods warehouse at that station Provided nevertheless that nothing herein contained shall authorise the Company to take any portion of the lands of Mrs. Jane Birley widow in the townships of Medlar-with-Wesham and Kirkham in the county of Lancaster except so much of the land belonging to the said Jane Birley situate in the said township of Medlar-with-Wesham as is shown by a red colour on a map signed by Edward Garlick on behalf of the said Jane Birley and by William Hunt on behalf of the Joint Proprietors.

Lands &c. at Kirkham Junction.

(b) Certain lands shown and described as aforesaid in the said township of Medlar-with-Wesham lying on the southerly side of the said Preston and Wyre Railway and of the Branch Railway to Lytham and at the junction of the said two Railways And when the Proprietors shall have constructed a bridge over their Preston and Wyre Railway at about 90 yards eastward of the public footpath hereinafter described and shall have made on lands belonging to them and on each side of their Railway a convenient communication between the existing footpath and the said bridge they may stop up and extinguish all rights of way in and over and may appropriate the site and soil of the public footpath and of all other roads or ways intersecting or being upon the aforesaid lands including the level crossing by such footpath of the Preston and Wyre Railway.

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Blackpool.

(c) They may purchase and take by compulsion or agreement certain lands shown and described as aforesaid at Blackpool situate in the township of Layton-with-Warbreck in the parish of Bispham in Lancashire bounded on the easterly side by the Railway and Sidings of the Joint Proprietors at their Talbot Road Station in Blackpool and at the easterly extremity of Upper Queen Street And they may stop up and extinguish all rights of way (if any) in and over and may appropriate the site and soil of the footpath or way intersecting or being upon the last described lands including the level crossing by such footpath of the said Preston and Wyre Railway.

For the protection of the Corporation of Blackpool.

42. For the protection of the mayor aldermen and burgesses of the borough of Blackpool (in this section referred to as "the Corporation") the following provisions shall have effect (that is to say):

(1) The Company shall at their own expense construct and at all times thereafter maintain in accordance with a plan approved of and signed by the engineer to the Corporation and the engineer to the Company a footbridge with steps and landings to carry the existing level-crossing public footpath in the township of Layton-with-Warbreck and borough of Blackpool shown on the deposited Plans over the Preston and Wyre Railway between Blackpool and Bispham and over the Railway and works hereafter constructed by the Company on the lands adjoining to the level crossing and by this Act authorised to be acquired by the Company such lands being numbered 9 and 10 on the deposited Plans The footbridge and the steps and landings shall be not less than 8 feet wide in the clear enclosed with sides not less than 5 feet 6 inches high and the steps shall have not less than 12 inches tread and not more than 6 inches rise;

(2) When and so soon as the footbridge and works in connection therewith shall have been constructed completed and dedicated to the public by the Company to the reasonable satisfaction of the engineer of the Corporation the Company may stop up the said level-crossing public footpath over their Preston and Wyre Railway between Blackpool and Bispham and over the said lands by this Act authorised to be acquired by the Company and numbered 9 and 10 on the said deposited Plan;

(3) The Corporation and the Company may enter into and carry into effect agreements for any variation in the works to be done under this section or in the mode of executing the same.

Power to deviate in construction of Roads.

43. In constructing the new roads and alteration of roads footpaths and streets hereinbefore authorised the Company 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 they 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.

Substituted road to be maintained by Road Authority.

44. Where under the powers of this Act the Company or the Joint Proprietors as the case may be have constructed a new road or footpath in the stead of one already subsisting every new and substituted road or footpath shall be maintained and repaired by the same body or persons as are now liable to the repair and maintenance of the road or footpath for which it is substituted and the Company or Joint Proprietors may agree with any such person concerning such construction and maintenance.

Appropriation of Roadways of Streets.

45. Whensoever the Company have in pursuance of powers vested in them acquired for the purposes of the Branch Railway at Liverpool authorised by the Lancashire and Yorkshire Railway Act 1882 the lands and houses on both sides of any street they may stop up and appropriate to their own purposes the sites and soil of such streets as far as the same are shown on the deposited Plans and described in the deposited Books of Reference relating to that Branch Railway and all rights of way in or over the same shall be thenceforth extinguished.

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

46. The site and soil of the several roads streets footpaths courts passages thoroughfares or highways or portions thereof by this Act authorised to be stopped up and discontinued and the fee simple and inheritance thereof shall (except where by this Act otherwise provided) if the Company are or if and where under the powers of this Act or of any other Act relating to the Company already passed they become the owners of the lands on both sides thereof be from the time of the stopping-up thereof respectively wholly and absolutely vested in the Company subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the Railway.

Power to take easements &c. by agreement.

47. 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 (not being an easement of water)

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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 rent-charges 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.

Height of Bridges.

48. The Company may make the arches of the bridges for carrying the Railway over the roads next hereinafter mentioned of any heights not less than the heights hereinafter mentioned in connection therewith respectively (that is to say):

No. on Deposited Plan.	Parish.	Description of Road.	Height.
		DEVIATION OF RAILWAY AT SEAFORTH.	
51	Sefton.	Public carriage road.	14 feet.
		ALTERATION OF LEVELS OF RAILWAYS AND WORKS IN LIVERPOOL.	
		(ALTERATIONS OF LEVELS OF RAILWAYS.)	
150	Liverpool.	Public Street.	14 feet.

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49. 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.

50. The quantity of land to be taken by the Company under the powers of this Act by agreement in connection with the Railways by this Act authorised for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed five acres.

Notice to be given of taking houses of labouring classes.

51. The Company shall eight weeks at least before they take in any parish fifteen houses or more occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers make known their intention to take the same by placards handbills or other general notice placed in public view upon or within a reasonable distance from such houses and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Company to procure accommodation for

52. Before taking in any parish fifteen houses or more occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers who may for the time being be the

occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire the Company shall (unless the Company and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice and the Company may for the purpose of procuring such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase by agreement such further lands as may be necessary for such purpose and may on such lands erect labouring-class dwellings and may let or otherwise dispose of such lands and dwellings and may apply for the purposes of this section or any of them any moneys they may have already raised or are authorised to raise.

persons of the labouring class to be displaced.

53. And whereas in the construction of the Railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands buildings or manufactories shown on the deposited Plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without such material detriment thereto as shall prevent the beneficial use thereof 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 Schedule to this Act and whereof parts only are required for the purposes of this Act 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 such material detriment as aforesaid 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.

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

54. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the Railway it may be necessary to underpin or otherwise strengthen the same Therefore the Company at their own costs and charges may and if required by the owner lessee or occupier thereof shall subject as hereinafter provided underpin or otherwise strengthen any such house or

Company empowered to underpin or otherwise strengthen houses near Railway.

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building 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 or by the owner lessee and occupier 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 left on the premises to be underpinned or strengthened and if given by the owner lessee or occupier thereof shall be sent to the principal office of the Company ;

(3) If the 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 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 cost of the reference shall be in the discretion of the referee ;

(6) The Company shall be liable to compensate the owner lessee and occupier 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 ;

(7) 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 owner lessee or occupier of such house or building for such injury provided the claim for com-

pensation in respect thereof be made within six months from the discovery thereof;

(8) Nothing in this enactment contained nor any dealing with the said property in pursuance of this enactment shall relieve the Company from the liability to compensation under the 68th section of the Lands Clauses Consolidation Act 1845 or under any other Act;

(9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in the Lands Clauses Consolidation Act 1845;

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

Additional Capital.

Power to raise additional Capital.

55. The Company from time to time may for the purposes of this Act and for the general purposes of their undertaking raise by the creation and issue of shares or stock such sums of money as they shall think necessary not exceeding one million eight hundred and sixty thousand pounds exclusive of the moneys which they are or may be authorised to raise by any other Act or Acts of Parliament and the Company may create and issue such shares or stock either wholly or partly as ordinary or wholly or partly as preferential shares or stock as they may think fit.

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

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

Qualifications of new Shares or Stock.

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

Power to borrow on mortgage.

58. The Company may from time to time borrow on mortgage of their undertaking additional sums not exceeding in the whole six hundred and twenty thousand pounds in respect of the additional capital of one million eight hundred and sixty thousand pounds by this Act authorised to be raised Provided that in respect of every three hundred and seventy-two thousand pounds of such additional capital issued and accepted and one-half whereof shall have been paid up the Company may borrow a sum or sums not exceeding in

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the whole one hundred and twenty-four thousand pounds But no part of any of the before-mentioned sums of one hundred and twenty-four thousand pounds shall be borrowed until shares for so much of the said portion of the additional capital in respect of which the borrowing powers are to be exercised as is to be raised by means of shares are issued and accepted and one-half of such capital is paid up and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of additional capital have been issued and accepted and that one-half of such portion has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of each portion of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the 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.

Former mortgages to have priority.

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

Power to apply corporate funds to purposes of Act.

60. The Company may apply to the purposes of this Act being purposes to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by 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.

Debenture Stock.

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

Application of moneys.

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

Receipt in case of persons not sui juris.

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

London and North-Western Company may raise additional Capital.

64. The London and North Western Railway Company may raise by shares in addition to any capital which they are otherwise authorised to raise any sum not exceeding one hundred thousand pounds and they may borrow on mortgage of their undertaking or by the issue of debenture stock any sums not exceeding thirty-three thousand pounds and all the powers hereinbefore conferred upon the Company of raising capital by shares and by borrowing and all the restrictions and conditions hereinbefore imposed on the exercise of those powers shall extend to the additional capital to be raised by the London and North Western Railway Company and to the amounts to be borrowed by them under the powers of this Act.

Saving rights of the Duchy of Lancaster.

65. Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to Her Majesty in right of Her Duchy of Lancaster without the consent in writing of the Chancellor for the time being of the said Duchy first had and obtained (which consent the said Chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by Her Majesty Her heirs or successors in right of Her said Duchy.

Interest to be paid on Calls paid up.

66. Neither the Company nor the London and North-Western Railway Company shall out of any money by this Act authorised to be raised pay interest or dividend to any shareholder on the amount

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of the calls made in respect of the shares held by him but nothing in this Act shall prevent either 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.

Deposit for future Bills not to be paid out of Capital.

67. Neither Company shall 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 either Company to construct any other railway or to execute any other work or undertaking.

Provision as to General Railway Acts.

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

Costs of Act.

69. 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.

SCHEDULE

DESCRIBING LANDS BUILDINGS AND MANUFACTORIES OF WHICH PORTIONS ONLY MAY BE REQUIRED.

Township.	Numbers on deposited Plans.
RAILWAY—HINDLEY TO PENDLETON.	
Hindley	8.
Westhoughton	1, 3, 23, 77, 197.
Tyldesley-cum-Shakerley	28, 52, 61, 70, 72, 73.
Little Hulton	66, 70.
Worsley	1, 9, 101, 108, 124, 125, 126, 127, 128, 129, 197, 200.
Pendlebury	139, 140, 141, 142, 143, 144, 145.
Pendleton	325, 326.
RAILWAY IN PENDLETON.	
Pendleton	325, 326, 580, 585.
WIDENING OF RAILWAY AT WAKEFIELD.	
Wakefield	42, 43.
ALTERATION OF LEVELS OF RAILWAYS AND WORKS AT LIVERPOOL. (ALTERATION OF LEVELS OF RAILWAYS.)	
Liverpool	138, 139, 144, 147, 147A, 148.
NEW STREET, RIGBY STREET TO LEEDS STREET.	
Liverpool	37.
ALTERATION OF LEVELS OF LEEDS STREET AND BACK LEEDS STREET AND CONTINUATION OF THE LATTER STREET TO LEEDS STREET.	
Liverpool	13, 20, 21, 22, 23, 25, 26, 27, 33, 57, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71.
WORKS AT STANLEY ROAD BRIDGE, LIVERPOOL.	
Kirkdale	4.
NEW ROAD, &C., AT WRIGLEY HEAD, HOLLINWOOD.	
Failsworth	9.
NEW ROAD &C. AT WAKEFIELD.	
Wakefield	71.

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