CHAPTER lxxiv.

An Act for conferring further powers on the Lancashire and Yorkshire Railway Company and for other purposes. A.D. 1889.

[9th July 1889.]

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

To widen and improve certain portions of their railway; General purposes of Act.

To alter the levels of a portion of their Ardwick Branch Railway;

To make and maintain the other works herein-after described;

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 and hold additional lands for the general purposes of their Undertaking;

To raise capital for the purposes of this Act: Additional capital.

And whereas it is expedient that the Company the local board for the district of Thornhill the local board for the district of Ossett-cum-Gawthorpe and the Calder and Hebble Navigation Company should be authorised to enter into and fulfil agreements with respect to the construction of a new footbridge over the River Calder:

And whereas the Company have from time to time purchased solely for the purposes of their Undertaking and jointly with other companies for the purposes of Undertakings in which they are (or have been) jointly interested lands houses and other property on leasehold tenure and it is expedient that the Company or companies as the case may be should be authorised to acquire the fee simple of such lands houses and property:

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

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

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

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

Short title.

1. This Act may be cited as the Lancashire and Yorkshire Railway Act 1889.

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 as amended by the Lands Clauses (Umpire) Act 1883 ;

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 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; and

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

Parts I. II. and III. of the Companies Clauses Act 1863 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 "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them:

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.

Power to Company to widen and improve portions of railway.

5. Subject to the provisions of this Act the Company may in the county of Lancaster in the lines according to the levels and in the manner shown on the deposited plans and sections alter the level of the portion of their Ardwick Branch Railway herein-after mentioned and may widen and improve and maintain the portions of their other railways herein-after mentioned and lay down additional lines thereon or in connexion therewith and for the purposes of such alteration widenings and improvements 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 may stop up or divert such streets roads and footpaths as are shown on the deposited plans of the said alteration

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and widenings as intended to be stopped up or diverted respectively and the said railway so altered in level and the said widenings and improvements respectively shall for the purposes of toll and all other purposes be deemed part of the Lancashire and Yorkshire Railway.

The portions of the railway of the Company herein-before referred to and authorised to be altered widened and improved by this Act are:—

ALTERATION OF LEVEL OF ARDWICK BRANCH RAILWAY.

(Alteration of level of Ardwick Branch Railway.)

(a) An alteration in the extra-parochial place of Beswick and in the townships of Manchester and Newton of the levels of their Ardwick Branch Railway such alteration commencing at a point about twenty-two yards (measured along that railway) south of the bridge carrying Ashton New Road over the said branch railway and terminating at a point about forty-six yards measured along that railway in a north-easterly direction from the north-east side of the bridge carrying the same over Bradford Road.

WIDENING OF BLACKBURN AND PRESTON RAILWAY.

(Blackburn and Preston Railway.)

(b) A widening of the portion of their Blackburn and Preston Railway commencing in the township of Livesey at a point about eighty-six yards from the west side of the bridge carrying the public road leading from Preston to Blackburn over the said railway at the Cherry Tree Station and terminating in the township of Blackburn by a junction with the said Blackburn and Preston Railway.

DIVERSION OF CHERRY TREE TO CHORLEY JOINT LINE.

(Cherry Tree to Chorley Joint Line.)

(c) In connexion with and consequent upon the said widening a diversion wholly in the said township of Livesey of so much of the portion of the Cherry Tree to Chorley Joint Line as extends from a point about seven hundred and fifty-eight yards from the bridge carrying the said public road from Preston to Blackburn over the said Blackburn and Preston Railway at the Cherry Tree Station to the point of commencement of the said proposed widening of the lastly-mentioned railway and the Company may make the headway of the bridge whereby the said widening will be carried over the road in the township of Livesey numbered on the deposited plans 83 in the parish of Blackburn of any span not less than twelve feet and of any height not less than eleven feet and seven inches

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and the headway of the bridge carrying the said widening over the road in the township and parish of Blackburn numbered on the deposited plans 89 in that parish of any height not less than thirteen feet and in altering for the purpose of the said widening the road in the said township of Livesey numbered on the deposited plans 9 in the said parish of Blackburn the Company may make the same of any inclination not greater than one in seventeen.

Widening at Manchester.

(Manchester.) (d) A widening of the portion of their main line of railway wholly situate in the township of Manchester in the parish of Manchester commencing at a point about twenty yards measured along that railway east of the eastern abutment of the bridge carrying the same railway over Long Millgate and terminating at a point about thirty-two yards measured along the said railway in an easterly direction from the point of commencement herein-before described: Provided that the Company shall not enter upon take or use any portion of the main building forming part of the property numbered on the deposited plans 3 in the said township except with the consent of the owner for the time being of the said building.

Widening of Oldham Road Goods Line.

(Oldham Road Goods Line.) (e) A widening of the portion of their Oldham Road Goods Line on the north-westerly side thereof wholly situate in the said township and parish of Manchester commencing about twenty-six yards south-west of the south-west side of Livesey Street and terminating on the north-easterly side of the bridge carrying that line over Junction Street and the Company may make the headway of the bridge carrying the said widening over the roads in the township and parish of Manchester numbered respectively 66 and 74 of any height not less than fourteen feet and thirteen feet and nine inches respectively.

Widening of Liverpool and Bury Railway at Kirkdale.

(Kirkdale.) (f) A widening of the portion of their Liverpool and Bury Railway commencing in the township of Kirkdale in the parish of Walton-on-the-Hill by a junction with that railway and terminating in the township of Walton-on-the-Hill in the said parish of Walton-on-the-Hill at the point of junction of the Company's Liverpool Ormskirk and Preston Railway with the said Liverpool and Bury Railway and in connexion

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with the said work the Company may convert into an open cutting wholly or in part the existing tunnel between Kirkdale Station and Walton Junction Station: Provided that the Company shall not convert into an open cutting that portion of the said tunnel which is constructed under the properties numbered respectively 13 and 14 in the township of Bootle-cum-Linacre except with the consent of the owner and lessee for the time being of those respective properties.

WIDENING OF ASHTON BRANCH RAILWAY AT ASHTON-UNDER-LYNE.

(Ashton.)

(g) A widening of the portion of their Ashton Branch Railway on both sides thereof where it passes underneath Henrietta Street.

For the protection of the Corporation of Manchester.

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

(1) The following provision shall have effect and be carried out by the Company in relation to the alteration of level of Ardwick Branch Railway;

The Company in the carrying out of their works shall not alter the levels of or interfere with Philips Park Road Carlisle Street or Viaduct Street;

(2) The following provisions shall have effect and be carried out by the Company in relation to the widening of Oldham Road Goods Line;

(a) The Company shall in substitution for Back Allen Street find and provide a new street of the width of seven yards between Stonehewer Street and Livesey Street;

(b) The existing viaduct together with the widening thereof between Livesey Street and Back Cropper Street shall not in any part exceed a greater width than fifty-two feet;

(c) The Company shall also in substitution for other streets and passages covered over acquire the land for and leave open and unbuilt upon a passage of nine feet in width from the back of the premises on the westerly side of Chapman Street to Back Cropper Street along and immediately adjoining to the north-westerly side of the said widening which passage shall remain open for the public subject to the closing thereof when necessary for the repair of the railway for such periods as may from

time to time be agreed upon with the Manchester Corporation. The Company shall also leave vacant the sites of Hinksman Street and Platt Street and also the land intervening between the said widening and the said streets;

(d) The aforesaid streets and passages to be made as aforesaid and the land to be given up and left vacant as aforesaid shall be paved flagged and sewered and dedicated to the public by and at the cost of the Company but to the reasonable satisfaction of the Manchester Corporation by whom the same shall for ever afterwards be maintained as of the highways of the city of Manchester;

(e) The said widening over all streets shall be constructed by means of horizontal girder bridges which shall be made and maintained as far as practicable drop dry at all times and shall in all other respects be kept in complete repair. The headway of all bridges over streets shall not be less at any point than is shown on the deposited plans and sections;

(f) The piers or abutments of all bridges carrying the said widening over or across public streets in the said city shall be made and maintained with a facing of white glazed bricks for the entire length thereof on each side of the street;

(g) The said bridges shall be constructed of one span only with perpendicular abutments and the abutments of such bridges carrying the widening shall not encroach in any way on the street but shall be so placed as to be lineable with the street;

(h) The parapet on the northerly side of the said widening shall be not less than eight feet in height above the level of the rails throughout the entire length of the said widening;

(i) The underside of the bridges over all streets and all exposed ironwork or woodwork in connexion therewith shall from time to time be painted white by the Company;

(3) All paving sewering and alterations in the streets rendered necessary by the works of the Company authorised by this Act shall be executed by the Manchester Corporation at the expense of the Company;

(4) The Company shall cause the works authorised by this Act to be sufficiently lighted and watched both by day and

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night for the protection of the public until the completion thereof;

(5) No advertisements advertising boards or posters shall be placed on any of the said bridges of the Company crossing any streets or roads in the city without the consent of the Manchester Corporation;

(6) 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 the execution of the works by this Act authorised shall remain and be the property of the Manchester Corporation;

(7) 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 Manchester Corporation whether within or beyond the limits of the city the same shall be carried into effect by and under the direction of that corporation but at the expense in all respects of the Company;

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

(9) The Manchester Corporation shall not be liable for and shall be indemnified by the Company against all damages and injury which may be caused by or during the construction of the Company's works 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 or under the control of the Manchester Corporation unless such damage or injury shall have arisen as the consequence of any act or default of the Manchester Corporation or of their contractors officers agents workmen or servants;

(10) The Company shall be responsible for and make good to the Manchester Corporation all costs losses damages and expenses to be sustained by them by reason of any of the matters herein-before 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 defects in execution (whether by the Company or their contractors agents or servants) of the powers of this Act and shall indemnify the Manchester

Corporation from all claims and demands upon or against them by reason of any such execution or defect or default therein or arising therefrom;

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

(12) In the event of any difference arising between the city surveyor or engineer of the Manchester 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.

For the protection of the Corporation of Blackburn.

7. In widening improving and maintaining so much of the Company's Blackburn and Preston Railway as is situate within the borough of Blackburn by this Act authorised to be widened improved and maintained by the Company the following provisions shall apply and have effect unless otherwise agreed between the mayor aldermen and burgesses of the borough of Blackburn (in this section called "the corporation") and the Company:—

(1) If the Company shall not have completed the works within a period of seven years from the passing of this Act then the powers by this Act conferred upon the Company in relation to such works shall cease and determine except as to so much of the works as shall then have been completed but nothing herein contained shall operate to relieve the Company from the execution of any work or performance of any obligation in connexion with such works hereby imposed upon the Company for the protection of the corporation;

(2) The Company shall restore and replace to the reasonable satisfaction of the corporation all sewers manholes to sewers gas or water pipes or any of them which may be interfered with in the execution of the works and the Company shall not take or acquire any land now forming part of any of the following streets namely Lower Hollin Bank Street Hollin Bridge Street Albert Street Peel Street Parkinson Street Chapel Street Grantham Street Mill Hill Street and Railway View or of any other street or road vested in the corporation as the urban sanitary authority of the district of the borough of Blackburn except the portion of Hamilton Street shown on

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the said deposited plans and thereon numbered 91 and so much of Bower House or Shorrock Lane shown on the said plans and thereon numbered 28 as may not be required for a physical junction with Grantham Street;

(3) The Company shall form and lay out Grantham Street from Chapel Street to Bower House or Shorrock Lane according to a plan already deposited with and approved by the corporation.

Widening Bridge over Lower Hollin Bank Street Blackburn.

(4) The Company shall effect the widening or extension of the bridge now carrying the said Blackburn and Preston Railway over Lower Hollin Bank Street by means of iron girders and every such iron girder shall have a single span only without any pillar thereunder or support thereto being placed in any roadway or footway and every such girder shall be at a clear height of thirteen feet at least above the surface of the roadway and footways under the same and the said bridge when widened or extended shall not exceed a width of eighty feet;

(5) The Company shall not in making or maintaining the widening or extension aforesaid interfere with or in any way obstruct the roadway or footways now passing under the said bridge or any part or parts thereof except so far as may be reasonably necessary for constructing or temporarily repairing the works and then so as not to stop or interrupt the traffic thereon;

(6) The Company shall carry out the widening or extension aforesaid in the same style of construction as that of the existing bridge and shall line the inside of the abutment walls of the extended portion of the bridge with white glazed bricks and shall at all times maintain the widened or extended bridge in a sound and so far as may be reasonably practicable in a water-tight condition;

(7) If in widening or extending the said bridge the Company are unable to obtain a clear height of thirteen feet above the surface of the roadway and footways under any girder as aforesaid without interfering with Lower Hollin Bank Street the Company shall simultaneously with the execution of the work of widening or extending the said bridge re-form Lower Hollin Bank Street from the south side of the widened or extended bridge to Hamilton Street on a uniform gradient and shall repave and reflag the said street when so re-formed and shall join up thereto with proper gradients all streets which at present join up to or are connected with the said street and

shall also restore and replace in all or any of the streets affected all sewers manholes to sewers gas and water pipes or any of them which may be interfered with and all works in this sub-section mentioned shall be executed and carried out to the reasonable satisfaction of the corporation;

(8) If the said bridge when widened and extended exceed a width of sixty-two feet the Company shall at their expense cause the said bridge to be properly lighted and kept lighted to the reasonable satisfaction of the corporation.

WIDENING BRIDGE OVER HOLLIN BRIDGE STREET BLACKBURN.

(9) The Company shall take down the bridge now carrying the said Blackburn and Preston Railway over Hollin Bridge Street and shall construct in its place a new iron girder bridge not exceeding eighty feet in width and every iron girder forming such bridge shall have a single span only without any pillar thereunder or support thereto being placed in any roadway or footway and every such girder shall be at a clear height of fifteen feet at least above the surface of the roadway and footways under the same and the Company shall at all times maintain the said new bridge in a sound and so far as may be reasonably practicable in a watertight condition;

(10) In constructing the abutment walls of the said new bridge the easterly abutment wall shall be constructed parallel to the southerly fence of the existing bridge of the corporation over the River Darwen and with a clear width of roadway between the abutment walls of at least forty-five feet and such easterly abutment wall shall be rounded off towards Havelock Street leaving a clear width of roadway across Peel Street and between the said abutment wall and the northerly fence of the said river bridge of at least forty-eight feet and the abutment walls of the said new bridge shall be lined with white glazed bricks;

(11) The Company shall simultaneously with the execution of the work of constructing the said new bridge re-form the street under the said new bridge and shall pave and flag the said street when so re-formed and shall join up thereto with proper gradients all streets which at present are joined up to or connected therewith and shall also restore and replace all sewers manholes to sewers gas and water pipes or any of them which may be interfered with and all works in this sub-section mentioned shall be executed and carried out to the reasonable satisfaction of the corporation.

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WIDENING BRIDGE OVER ALBERT STREET BLACKBURN.

(12) The Company shall take down the bridge now carrying the said Blackburn and Preston Railway over Albert Street and shall construct in its place a new iron girder bridge not exceeding eighty-two feet in width and every iron girder forming such bridge shall have a single span only without any pillar thereunder or support thereto being placed in any roadway or footway and every such girder shall be at a clear height of fourteen feet at least above the surface of the roadway and footways under the same;

(13) The Company shall construct the said new bridge with a clear space of thirty-six feet for a roadway under the whole width of the said new bridge and shall line the abutment walls of the said new bridge with white glazed bricks and shall at all times maintain the said new bridge in a sound and so far as may be reasonably practicable in a water-tight condition and the Company shall make form pave flag and channel the roadway under the said new bridge with proper footpaths on either side thereof to the reasonable satisfaction in all things of the corporation;

(14) The provisoes numbered 1 and 2 in that part of section 28 of the Lancashire and Yorkshire Railway Act 1885 which relates to the construction of works at "Mill Hill Blackburn" are hereby repealed.

LEVEL CROSSING AND SUBWAY SHORROCK LANE BLACKBURN.

(15) The Company shall not stop up or otherwise interfere with the existing level crossing and subway or either of them by means of which Bower House or Shorrock Lane is carried over and under the said Blackburn and Preston Railway until they have formed and dedicated to the public use in accordance with the provisions of the Blackburn Improvement Act 1882 with all necessary and proper junctions and physical connexions with existing streets the following streets namely:—

(a) Grantham Street out of and from Chapel Street to and into Bower House or Shorrock Lane;

(b) A new street wholly on the northern side of the said Blackburn and Preston Railway out of and from Mill Hill Street to and into Bower House or Shorrock Lane;

(c) A footway out of and from the last-mentioned new street to and into Railway View;

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(16) The corporation shall be at liberty at any time hereafter to carry any sewer or sewers which they may see fit to lay down in Bower House or Shorrock Lane aforesaid or in any street to be hereafter laid out adjacent thereto under the said railway and through any adjoining lands of the Company to any adjoining public street without payment to the Company:

Provided always that in the execution of any of the works under the said railway or through any land of the Company such works shall be executed by the corporation at their expense to the reasonable satisfaction of the Company and subject thereto under and in accordance with the provisions of the Public Health Act 1875.

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

8. The following provisions for the protection of the London and North-western Railway Company (in this section referred to as "the North-western Company") shall unless otherwise agreed between the Company and the North-western Company apply and have effect:—

(a) The North-western Company may run over work and use with their engines carriages wagons officers and servants the widening of the Blackburn and Preston Railway hereby authorised on the same terms and subject to the same conditions as they run over work and use the remaining portion of the Blackburn and Preston Railway.

(b) The Company shall not without the previous consent of the North-western Company in writing take enter upon or use any of the lands or property of that Company in the parish of Blackburn except so much thereof as has already been agreed to be conveyed to the Company and in constructing the widening of their Blackburn and Preston Railway hereby authorised the Company shall not in any way interfere with or alter the junction therewith of the railway of the North-western Company leading to their goods station at Blackburn.

(c) In constructing the widening of their Liverpool and Bury Railway 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 the same shall be constructed so as in no way to interfere with expose or damage the structure of the said tunnel.

(d) In constructing and maintaining the widenings 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

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impede or interfere with the free and uninterrupted and safe user of the railways or other works of the North-western Company.

(e) The Company shall at all times maintain all the works of the said crossing or affecting the North-western Company in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer for the time being 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.

(f) 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 crossing 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 tunnel and railways and works and 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.

(g) 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 tunnel 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 of any such act or of any such omission as aforesaid.

(h) 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.

(i) Nothing in this Act contained shall extend to prejudice or alter any subsisting agreement or arrangement between the Company and the North-western Company relating to the acquisition by the Company of any land in the township of Blackburn situate between the street numbered on the deposited plans 85 in the said township and the termination of the said widening of the Blackburn and Preston Railway or in consequence of such acquisition.

For the protection of the London and North-western and Lancashire and Yorkshire Railway Companies.

9. The following provisions for the protection of the London and North-western Railway Company and the Lancashire and Yorkshire Railway Company as joint owners of the Cherry Tree to Chorley Joint Line (in this section referred to as "the two Companies") shall unless otherwise agreed between the Company and the two Companies apply and have effect:—

(1) The Company shall construct and complete the intended diversion of the Cherry Tree to Chorley Joint Line by this Act authorised (except as herein-after provided) in the lines and on the levels shown upon the deposited plans and sections and in all respects to the reasonable satisfaction of the principal engineer for the time being of the London and North-western Railway Company: Provided always that so much of the said diversion as shall be situate to the south of the proposed crossing over the Company's Blackburn and Preston Railway shall be constructed upon the level and shall be extended and continued so as to form a junction with the said Cherry Tree and Chorley Joint Line. Any extra cost of maintaining the said diversion over and above the present cost of maintaining the portion of the existing joint line for which the diversion is to be substituted shall be borne and paid by the Company;

(2) The Company shall not stop up or divert any portion of the existing joint railway or obstruct or interfere with the traffic thereon until they shall have constructed and completed the diversion in manner aforesaid and so that the same shall form a junction with the proposed widening of the Company's Blackburn and Preston Railway and shall have provided proper

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and convenient accommodation for the traffic of the two Companies at Cherry Tree Station as at present and shall also have constructed a proper and convenient junction between the points A and B shown upon a plan signed by Francis Stevenson and William Hunt on behalf of the two Companies. The cost of maintaining signalling and working the said last-mentioned junction shall be borne and paid by the Lancashire and Yorkshire Railway Company the two Companies contributing thereto such an amount as if not agreed shall be determined by arbitration in manner herein-after provided;

(3) As soon as the said diversion shall have been completed and ready for public traffic the same shall with the appurtenances thereof vest in the Company and the London and North-western Railway Company jointly in the like manner and upon and subject to the same terms and conditions in all respects as if the said diversion had originally formed part of the Cherry Tree to Chorley Joint Line;

(4) The Company shall on demand pay to the two Companies all reasonable expenses of the employment by them during the construction of the works for and with respect to the said diversion or affecting the two Companies of a sufficient number of inspectors and watchmen to be appointed by them for watching their said railway 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;

(5) The Company shall be responsible for and make good to the two Companies all costs losses damages and expenses from time to time occasioned to them or to the said railway or any other of their works and property or to the traffic on the said railway 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 two Companies from all claims and demands upon or against them by reason of any such execution or failure of any such act or omission as aforesaid;

(6) If any difference shall arise between the respective engineers of the Company and the two Companies as to the reasonableness

of the plans sections and specifications herein-before 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 two Companies.

For the protection of the Corporation of Liverpool.

10. In constructing and maintaining the works by this Act authorised and in exercising any of the powers by this Act conferred upon the Company the Company shall unless otherwise agreed upon between the mayor aldermen and citizens of the city of Liverpool (in this section called "the corporation") and the Company observe perform and fulfil the following provisions stipulations and conditions namely:—

(1) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive so far as the same are applicable 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. Whenever the mains or water pipes of the corporation shall be severed or interfered with by the works authorised by this Act and whenever in consequence of such works it is necessary for maintaining the supply of water to lay additional mains or water pipes such additional mains or water pipes shall previous to the severance or interference be made by the corporation at the expense of the Company;

(2) 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;

Whenever by the appropriation or destruction of property by this Act authorised any mains or water pipes laid for the supply of such property except pipes inside such property shall be rendered unnecessary the Company shall pay to the corporation the cost of laying an equivalent length of main or water pipe and the cost of the works required for the discontinuation of those mains or water pipes rendered unnecessary and the mains and water pipes so rendered unnecessary shall be the property of the Company;

(3) In re-constructing widening or altering any bridge carrying a public street or thoroughfare over any railway of the Company authorised to be widened by this Act situate in the district within which the corporation by their Acts are

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authorised to afford a supply of water the Company shall so re-construct widen or alter the same as to enable the corporation from time to time to lay and maintain in across or alongside such bridge any water mains and pipes which they may think necessary for the supply and conveyance of water;

(4) In constructing the widening of the Liverpool and Bury Railway at Kirkdale the Company shall carry out such widening on the north-west side of the existing tunnel of the said railway in Kirkdale and no works authorised by this Act shall be executed by the Company on the south-east side of the said existing tunnel within the limits of the property numbered on the deposited plans and in the book of reference 7 in the township of Bootle-cum-Linacre and belonging or reputed to belong to the corporation. No part of the same or of the existing tunnel shall be converted into an open cutting within the area of the said lands belonging to the corporation without their consent;

(5) For the purpose of constructing and maintaining the tunnel to carry out the said widening under the said lands belonging to the corporation the Company shall acquire an easement only under such lands at a depth of not exceeding sixty feet above the datum line shown on the deposited sections;

(6) 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 street road passage or place;

(7) 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;

(8) 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;

(9) 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;

(10) The widened bridge under Westminster Road shall be of such strength and durability as is proper and sufficient for the effectual support of the roadway under which it passes and in accordance with plans to be previously approved by the corporation with sufficient wing walls at each side of the said line of railway;

(11) The Company shall also construct or maintain substantial parapet walls or closed screens not less than eight feet in height above the level of the roadway on each side thereof. Such walls shall not be used for posting bills or placards or for other advertising purposes;

(12) 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 proposed to be intercepted 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;

(13) The Company shall also be responsible for any damage caused to any existing sewer or drain by subsidence or otherwise through their operations;

(14) 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;

(15) 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 manholes air-holes or

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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;

(16) 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;

(17) 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.

For the protection of the Walton-on-the-Hill Local Board.

11. The following provisions for the protection of the local board for the district of Walton-on-the-Hill (in this section referred to as "the local board" and their district as "the district") shall apply in relation to the widening of the Liverpool and Bury Railway and the works connected therewith through and in the district (that is to say):—

(1) The Company shall not break up any street road bridge footpath or passage within the district or interfere with any sewer drain or watercourse of the local board until they have given to the clerk to the local board three days' notice in writing of their intention to commence the works and such notice shall be accompanied by plans elevations sections and other necessary particulars showing the works proposed to be executed within the district and the streets roads bridges footpaths passages sewers drains and watercourses proposed to be interfered with;

(2) If by reason of the execution of any of the powers of this Act any additional sewer or drain or any increased length or capacity thereof shall become necessary the same shall be constructed by the local board at the expense of the Company;

(3) If by reason of the execution of any of the powers of this Act the local board shall at any time necessarily incur any cost in repairing or altering any existing sewer or drain the Company shall from time to time repay to the local board such additional cost and the same may be recovered in any court of competent jurisdiction;

(4) The Company shall not within the district without the consent of the local board under the hand of their clerk use gunpowder or any other explosive substance in the construction of the works authorised by this Act;

(5) The local board 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;

(6) Any difference which may arise between the local board and the Company as to the true intent and meaning of any of the provisions of this Act relating to works to be executed and powers to be exercised in the district or as to the mode of giving effect thereto shall be determined in the manner prescribed in the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For the protection of the Ashton-under-Lyne Stalybridge and Dukinfield (District) Waterworks Joint Committee.

12. For the protection of the Ashton-under-Lyne Stalybridge and Dukinfield (District) Waterworks Joint Committee (in this section called "the joint committee") and of the mains works and property vested in them by the Ashton-under-Lyne Stalybridge and Dukinfield (District) Waterworks Acts 1870 and 1875 the following provisions shall apply and have effect:—

(1) Whenever by reason of the exercise of any powers conferred on the Company by this Act any of the water mains or pipes of the joint committee shall be severed or interfered with all such water mains and pipes as shall be necessary for maintaining the supply of water shall previous to the severance or interference be laid by the joint committee at the expense of the Company;

(2) If by reason of the execution of any of the powers of this Act any increased length of water mains or pipes shall become necessary the same shall be laid down by the joint committee at the expense of the Company upon such plan and in such manner as shall be reasonably approved in writing by or on behalf of the joint committee;

(3) If by reason of the execution of any of the powers of this Act the joint committee shall at any time necessarily incur any cost in altering any existing main or pipe the Company shall

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repay to the joint committee such cost and the same and any other sums of money by this section made payable to the joint committee by the Company may be recovered in default of payment in any court of competent jurisdiction;

(4) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive shall subject to the provisions of this section apply to the water mains and pipes of the joint committee 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 joint committee.

For the protection of the West Lancashire Railway Company.

13. (1) The West Lancashire Railway Company and all other companies from time to time lawfully using any of the West Lancashire Company's railways (all of which companies are hereinafter included in the expression "the West Lancashire Company") may run over and use with their engines and carriages wagons and trucks and with their officers and servants and for the purposes of their traffic of every description the widening of the Blackburn and Preston Railway of the Company authorised by this Act and may exercise and shall have all requisite facilities for exercising in respect of such widening powers similar in all respects to the powers granted to them by the West Lancashire Railway Act 1872 for and with reference to the running over and user of the said Blackburn and Preston Railway and the provisions of sections 29, 30, 31, 32, 33 and 34 of the West Lancashire Railway Act 1872 are incorporated with and shall form part of this Act and shall mutatis mutandis apply to the powers by this section conferred on the West Lancashire Company enabling them to run over and use the said widening of the said Blackburn and Preston Railway.

(2) The Company shall execute the said widening of the Blackburn and Preston Railway with all reasonable expedition after commencing the same and shall during the progress of the said widening maintain the said railway in substantial repair and good order and keep the same continuously open for traffic and shall do nothing to obstruct the West Lancashire Company in the usual and proper exercise of their running powers over the said railway and the Company shall be responsible for and make good to the West Lancashire Company all costs losses damages and expenses which may be occasioned to the West Lancashire Company by reason of the execution or failure of the Company's railway and works or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will

effectually indemnify and hold harmless the West Lancashire Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission.

(3) Nothing in this Act contained shall extend to take away abridge alter or prejudicially affect any rights powers jurisdictions authorities privileges or remedies of the West Lancashire Company under or by virtue of the West Lancashire Railway Act 1872.

Further works by the Company.

14. 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 herein-after described and may exercise the powers herein-after 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 such streets roads and footpaths as are shown on the deposited plans of those works as intended to be stopped up 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:

The Company may execute the following works and exercise the following powers in the following places (that is to say):—

In the county of Lancaster:

In the townships of Rishton and Oswaldtwistle and parishes of Blackburn and Whalley:

(Accrington and Blackburn Railway.)

They may convert into a solid embankment all or any part of the viaduct carrying their Accrington and Blackburn Railway over the Aspen (otherwise Aspden) valley at or near to Church such work commencing in the township of Rishton in the parish of Blackburn at the bridge carrying the said railway over the Leeds and Liverpool Canal and terminating in the township of Oswaldtwistle in the parish of Whalley at the south-east end of the existing viaduct.

(Wigan.)

At Wigan in the township and parish of Wigan:

(a) They may construct an additional arch or opening under Wallgate about thirteen yards from the south-west side of the existing bridge under that street; and

(b) In connexion with the said work they may alter the levels of so much of Wallgate as lies between a point immediately opposite to the approach road or entrance

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to their goods station and yard and a point in Wallgate about forty-five yards measured in a south-westerly direction along the same from the centre of the bridge carrying Wallgate over the Liverpool and Bury Railway and may make the same of any inclination not less than one in seventeen.

(Chorley.) At Chorley in the township and parish of Chorley:

They may construct an additional arch or opening under Lyons Lane on the west side of the existing arch and abutting thereupon and they may take down or remove and rebuild the said existing archway or bridge so as to make the same and the new and additional opening of one or more spans.

(Nelson.) At Nelson in the township of Great Marsden and Little Marsden in the parish of Whalley:

(a) They may widen on both sides the bridge carrying their Accrington and Colne Extension Railway over Railway Street and may make the headway of the said bridge of any height not less than thirteen feet;

(b) They may widen and improve on both sides so much of Railway Street aforesaid as passes and will pass underneath the now existing and the proposed widened bridge.

(Westhoughton.) At Westhoughton in the township of Westhoughton in the parish of Dean:

They may divert the public footpath leading from Top-o'-th'-Slack to Pendlebury's such diversion commencing at a point in Slack Lane about twenty-one yards south-west of the junction of the said footpath with Slack Lane and terminating in the footpath leading to and immediately abutting upon the level crossing of their Liverpool and Bury Railway at a point about five hundred and ten yards measured in a north-easterly direction along that railway from the bridge carrying the Adlington and Westhoughton turnpike road over the said railway.

(Haslingden.) At Haslingden in the township of Haslingden in the parish of Whalley:

(a) They may divert a portion of Carr Lane leading from Carr Hall to Haslingden such diversion commencing in and out of the said lane at a point about ninety-three yards measured in a westerly direction along the same from the centre of the level crossing by the said lane of

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their East Lancashire Railway and terminating in the same lane at a point about one hundred and fifty yards measured in an easterly direction from the centre of the said level crossing;

(b) So soon as the said diversion is completed and opened to the public the Company may abolish the crossing on the level of the said East Lancashire Railway by Carr Lane aforesaid.

(Farington.)

At Farington in the township and parish of Penwortham:

They may divert the public footpath leading from Cook Lane to Flag Lane such diversion commencing in the said footpath at a point about one hundred and fifty-eight yards measured along that footpath in a southerly direction from its existing junction with Flag Lane aforesaid and terminating in the said last-mentioned lane at a point about forty yards measured along that lane in a westerly direction from the centre of the bridge carrying the same over the North Union Railway.

(Cliviger.)

At Cliviger in the township of Cliviger in the parish of Whalley:

(a) They may divert a public footpath passing by Dineley and terminating in the public road leading from Burnley to Todmorden and passing on the level over their Burnley Branch Railway such diversion commencing in the said footpath at a point about five hundred yards measured along the same in a north-easterly direction from the farmhouse at Dineley and terminating by a junction with the said public road at a point in that road about one hundred and ninety-two yards measured in a north-westerly direction along the same from Walk Mill public-house;

(b) So soon as the said diversion is completed and opened to the public the Company may abolish the crossing on the level of the said Burnley Branch Railway by the said footpath leading by way of Dineley and joining the said public road from Burnley to Todmorden.

(Walsden.)

At Walsden in the township of Todmorden and Walsden in the parish of Rochdale:

(a) They may make a new carriage road commencing in the Todmorden Road at a point therein about two hundred and twenty-four yards measured in a south-easterly direction along the same from the road leading to the level crossing at Walsden Station passing over

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the existing Winterbutt Lee Tunnel and terminating at the north-western end of the down platform of the said station such new carriage road to be for the use of the Company and of the persons entitled to the use of the said level crossing and for the use of the public as a public footpath;

(b) So soon as the said new carriage road is completed and opened for the use of the persons entitled as aforesaid and of the public as a public footpath and so soon as the Company have constructed and completed to the satisfaction of the Todmorden Local Board and opened a public footbridge over the line of the Company at or near the said level crossing with approaches thereto and connexions with the said Todmorden Road and with the said new carriage road and with the old road above the level crossing (such footbridge approaches and connexions to be constructed and completed in the position and at the levels shown on and generally in accordance with a plan and section signed in duplicate by William Hunt on behalf of the Company and T. W. Eastwood on behalf of the Todmorden Local Board) the Company may abolish the said crossing on the level of their main line of railway at the said Walsden Station;

(c) The said new carriage road and the approaches to the said footbridge shall be repaired and maintained by the Company.

In the west riding of the county of York:

(Todmorden.)

At Todmorden in the township of Stansfield in the parish of Halifax:

(a) They may make a new or substituted road commencing by a junction with the road leading from Stansfield Mill to Stansfield Hall at a point about one hundred yards measured in a northerly direction from the southern end of the said road and terminating at a point about one hundred and forty-two yards measured in a northerly direction along the said road from the centre of the level crossing thereof over their main line of railway known as "Hall Royd Level Crossing" such new or substituted road to be for the use of the persons entitled to the user of the said road or any part thereof leading from Stansfield Mill to Stansfield Hall;

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(b) So soon as the said new road is completed and opened for the use of the persons entitled thereto as aforesaid all rights of way (except as to that portion of the existing road lying on the north side of the Hall Royd Level Crossing so far as the rights of the owners of the lands abutting on the said road are concerned) over the existing road between the point herein-before described as the commencement of the new or substituted road and the point herein-before described as the termination thereof shall be extinguished and the Company may abolish the Hall Royd Level Crossing;

(c) They may alter and divert the footpath authorised by the Lancashire and Yorkshire Railway Act 1888 (herein-after called the "Act of 1888") to be made as a diversion of the existing footpath leading from the Market Hall to the Hall Royd Level Crossing (herein-after called "the Market Hall footpath") between the points marked C and D on the plans deposited for the Act of 1888 so as to continue into and connect with the said new road and such footpath shall not throughout the whole length thereof as authorised by the Act of 1888 and this Act be of a less width than six feet clear with a gradient in any part thereof not steeper than 1 in 10 and shall be constructed and fenced to the reasonable satisfaction of the Todmorden Local Board and of William Sutcliffe the landowner named in the section of this Act the marginal note whereof is "For "the protection of William and Sarah Ann Sutcliffe." So soon as the Company shall have formed and completed the diverted footpath as aforesaid they may abolish all rights of way for foot passengers acquired by the Act of 1888 over such portion of the Market Hall footpath as is hereby authorised to be diverted;

(d) Every retaining wall slope or other work required to support the said substituted footpath and the fences of that footpath shall be made repaired and maintained by the Company.

At Wakefield in the township and parish of Wakefield: (Wakefield.)

They may in lieu of the new road at Wakefield authorised by section 14 of the Lancashire and Yorkshire Railway Act 1877 and section 38 of the Lancashire and Yorkshire Railway Act 1883 make a new road commencing in Kirkgate immediately opposite to the

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junction therewith of Ings Road and terminating by a junction with Calder Vale Road and they may so soon as the said new road is completed and opened to the public stop up and extinguish all rights of way over and may appropriate to their own purposes so much of Calder Vale Road aforesaid as lies between the point of termination of the said new road and the point of junction of Calder Vale Road with Kirkgate except as to so much of such Calder Vale Road as is or may be required for a footway as an approach from the said street called Kirkgate to the passenger station of the Company in accordance with an agreement bearing date the twelfth day of June one thousand eight hundred and eighty-eight and made between the Company and the mayor aldermen and burgesses of the borough of Wakefield and the said new road and footways shall be constructed in accordance with the said agreement: And so much of the said section 14 of the Lancashire and Yorkshire Railway Act 1877 as relates to the making of the new road therein described and also section 38 of the Lancashire and Yorkshire Railway Act 1883 are hereby repealed and the Company and the Great Northern Railway Company may from time to time enter into and fulfil contracts and agreements with respect to the proposed new road and the division or apportionment between them of the cost thereof or of any works or conveniences incidental to or consequent thereupon.

(Hensall.) At Hensall in the parish of Snaith:

(a) They may divert wholly in the township of Hensall a portion of New Road otherwise Heck Lane such diversion commencing in and out of that road at a point about one hundred and eighty-three yards measured in a southerly direction along the same from the centre of the level crossing by New Road otherwise Heck Lane of the Wakefield Pontefract and Goole Railway and terminating in that road at a point therein about one hundred and twenty yards measured in a northerly direction along the same from the centre of the said level crossing;

(b) They may make a new road wholly in the said township of Hensall on the south side of the said last-mentioned railway such new road commencing at a

point about thirty-two yards east of New Road otherwise Heck Lane aforesaid and terminating at the level crossing of the said railway at a point about four hundred and eighteen yards measured along that railway in an easterly direction from the level crossing by New Road otherwise Heck Lane aforesaid of the same railway;

(c) So soon as the said diversion and the said new road respectively are completed and opened to the public the Company may abolish the said respective crossings on the level in the said township of Hensall of the said Wakefield Pontefract and Goole Railway by New Road otherwise Heck Lane aforesaid;

(d) They may make a road on the south side of the said Wakefield Pontefract and Goole Railway such new road commencing in the said township of Hensall at the crossing on the level of the said railway by Little Heck Common Lane and terminating in the township of Heck at the level crossing of the said railway about five hundred and eighty-two yards measured in an easterly direction along the same from Little Heck Common Lane aforesaid; and

(e) So soon as the lastly-described new road is completed and opened to the public the Company may abolish the crossings on the level in the said townships of Hensall and Heck of the said Wakefield Pontefract and Goole Railway by the two occupation road level crossings situate respectively about one hundred and eighty-five yards and about five hundred and fifty-seven yards measured along the said railway east of the said crossing of Little Heck Common Lane over the said railway.

At Snaith in the township of Gowdall in the parish of Snaith: (Snaith.)

(a) They may make a new road on the north side of the said Wakefield Pontefract and Goole Railway and commencing at the level crossing of the said railway by Low Road otherwise Gowdall Lane and terminating at the level crossing of the said railway by Dorr Lane otherwise Gowdall Lane; and

(b) So soon as the lastly-described new road is completed and opened to the public the Company may abolish the crossings on the level of the said last-mentioned railway by Low Road otherwise Gowdall Lane and Dorr Lane otherwise Gowdall Lane respectively.

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(Elland.)

At Elland in the township of Elland-cum-Greetland in the parish of Halifax:

They may alter the levels of the private road situate on the west and south sides of the mill of Messrs. Dewhirst such alteration commencing at the north-west corner of and terminating at the cart entrance to the said mills.

For the protection of the Corporation of Wigan.

15. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Wigan (in this section referred to as "the corporation") shall unless otherwise agreed between the corporation and the Company apply and have effect:—

(1) 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 and gas mains pipes and apparatus of the corporation 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 corporation and the word "street" in this section shall have the same meaning as that assigned to it by the Public Health Act 1875;

(2) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or apparatus of the corporation until they shall have given to the town clerk three clear days notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas and water mains pipes and apparatus proposed to be interfered with;

(3) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall well and sufficiently and to the satisfaction of the corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration;

(4) 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 according to a plan to be reasonably approved of by the corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted 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 intercepted or interfered with and in such manner as shall be reasonably approved by the corporation;

(5) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer drain gas or water main pipe or apparatus the Company shall repay to the corporation such additional cost;

(6) If by reason of the execution of any of the powers of this Act any increased length of sewers drains gas or water mains or pipes or any additional apparatus shall become necessary the same shall be forthwith constructed and laid by the Company according to such plan and section and in such reasonable manner as shall be approved by the corporation;

(7) The additional arch under the road known as Wallgate by this Act authorised shall be so constructed as to carry that road over the railway and lands of the Company to the full width (between the parapets and in a line with the present bridge of the Company over the Wallgate) and proper provision shall be made to the satisfaction of the corporation for carrying on such arch the sewers drains gas and water mains and pipes of the Corporation and so as to admit of easy access thereto for the purpose of inspection repair alteration and renewal;

(8) The Company shall construct and maintain on each side of the additional arch under Wallgate a substantial parapet of uniform height and construction with the parapets on the existing bridge;

(9) The Company shall not except with the consent in writing of the corporation alter the level of Wallgate;

(10) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this Act relating to works to be executed and powers to be exercised in the said borough or as to the mode of giving effect thereto shall be determined in the manner prescribed in the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For the protection of the Corporation of Chorley.

16. In constructing and maintaining the works by this Act authorised and in exercising any of the powers by this Act conferred upon the Company the Company shall unless otherwise agreed upon between the mayor aldermen and burgesses of the borough of Chorley (in this section called "the corporation") and

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the Company observe perform and fulfil the following conditions stipulations and provisions namely :—

(1) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas main pipe or apparatus of the corporation until they shall have given to the town clerk three clear days notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses and gas mains pipes and apparatus proposed to be interfered with ;

(2) 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 gas mains pipes and apparatus of the corporation 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 corporation and the word "street" in this section shall have the same meaning as that assigned to it by the Public Health Act 1875 ;

(3) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall well and sufficiently and to the satisfaction of the corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration ;

(4) 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 according to a plan to be reasonably approved of by the corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted 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 intercepted or interfered with and in such manner as shall be reasonably approved by the corporation ;

(5) Whenever the gas mains and pipes or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining a supply of gas to lay additional mains or pipes such additional mains or pipes shall previous to the severance

or interference be laid by the corporation at the expense of the Company;

(6) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer drain or gas main pipe or apparatus the Company shall repay to the corporation such additional cost;

(7) In reconstructing widening or altering the existing bridge carrying Lyons Lane over the Bolton and Preston section of the North Union Railway authorised to be reconstructed widened and altered by this Act the Company shall so reconstruct widen or alter the same as not to diminish the width thereof as now existing or in any way to injure alter or affect the gradient of Lyons Lane over upon or at either side of the said bridge and the Company shall afford to the corporation in respect of such reconstructed widened or altered bridge similar means and facilities in all respects to those now enjoyed and exerciseable by the corporation in respect of the existing bridge for laying their sewers and gas mains and pipes in over or upon such bridge or otherwise in relation thereto;

(8) 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;

(9) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this Act relating to works to be executed and powers to be exercised in the borough of Chorley or as to the mode of giving effect thereto shall be determined in the manner prescribed in the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For the protection of William and Sarah Ann Sutcliffe.

17. For the protection of William Sutcliffe and Sarah Ann Sutcliffe or other the owner or owners for the time being of the Lower Laith Estate in the township of Stansfield in the parish of Halifax all of whom are in this section included in the expression "the owners" the following provisions shall have effect (that is to say):—

The Company shall pay compensation to the owners for the loss of frontage which will arise to their land north of the Company's said main line of railway by reason or in consequence of the diversion of the said road leading from Stansfield Mill to Stansfield Hall on which the said land now abuts;

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The Company shall also pay compensation to the owners for any damage or injury or loss of amenity to the house and ground south of the said railway in the event of the construction by the Company of any junction or junctions siding or sidings to the east of the Hall Royd Crossing or consequent upon the development and enlargement of the Company's operations behind the said house and ground;

Notwithstanding anything shown on the deposited sections the clear width of the roadway of the said new or substituted road and of the bridge by which the same shall be carried over the railway of the Company shall be eighteen feet instead of twelve feet as shown on the said sections;

The above compensation shall be in addition to and not in substitution for any other compensation which the owners may be entitled to in consequence of the exercise by the Company of any of the powers conferred upon them by this Act;

Notwithstanding the provisions of this Act the Company shall not take any part of the land in the said township of Stansfield numbered 1 on the deposited plans.

Power to deviate in construction of roads.

18. The Company in constructing the several works authorised by the preceding section of this Act the marginal note whereof is "Further works by 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 (subject to the provisions of this Act with respect to the alteration of levels at Wallgate in the borough of Wigan) may deviate from the levels shown on the deposited sections to any extent not exceeding five feet.

As to repair &c. of new and substituted roads &c.

19. Every new road or footpath constructed under the powers of this Act shall be repaired and maintained by the body or persons who repair and maintain the highways of the township or district in which such new road will be situate and every substituted road or footpath constructed under the powers of this Act shall vest in and be repaired and maintained by the same body or persons as are now liable to repair and maintain the existing road or footpath for which it is substituted: Provided that unless otherwise agreed the structure of every bridge shall be repaired and maintained by the Company. The Company and any such body or person may enter into and fulfil agreements for and in relation to such construction and for or in relation to the repair and maintenance of all or any of such new substituted or existing roads or footpaths. Any such agreements

shall be deemed to be purposes of the Public Acts under which such body or persons have jurisdiction and any expenses incurred in relation to such agreements shall be deemed to be expenses incurred for the purposes of those Acts. The certificate of two justices of the due completion of any such new altered or substituted road or footpath shall be conclusive evidence of the fact so certified and such certificate shall be obtained before the existing road or footpath is interfered with except in so far as may be necessary for the construction and completion of such new altered or substituted road or footpath.

As to vesting of site and soil of portions of roads &c. stopped up.

20. Subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway the site and soil of the portions of roads and footpaths stopped up and discontinued under the authority of this Act or rendered unnecessary by reason of the construction of any new or substituted road or footpath by this Act authorised and the fee simple and inheritance of such roads and footpaths shall if and so far as the Company are or may under the powers of this Act become the owners of the lands on both sides thereof be wholly and absolutely vested in them and they may appropriate the same to the purposes of their undertaking.

Power to Company to purchase additional lands.

21. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily and may hold for the improvement and enlargement of their railways stations and works and for the construction of new stations and other works buildings and sidings and other the purposes of their undertaking the lands in the county of Lancaster herein-after described which are delineated upon the deposited plans and described in the deposited books of reference and may stop up or divert such streets roads and footpaths as are shown on the deposited plans of the said lands as intended to be stopped up or diverted respectively and they may hold such of the said lands as have already been purchased by or for them:

(Hindley.) Certain lands at Hindley wholly situate in the township of Hindley in the parish of Wigan on the south side of and lying between the goods yards of the Company at their Hindley station and the Wigan Coal and Iron Company's sidings;

(Miles Platting.) Certain lands at Miles Platting wholly situate in the township and parish of Manchester herein-after described (that is to say):—

(a) Lands abutting upon the main line of the Company and lying both on the north-west and south-east sides thereof

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and partly abutting on the north-east side of Collyhurst Street;

(b) Lands immediately adjoining and on the north-west side of the said main line and on the west side of Ryder Street;

(Burnley.) Certain lands at Burnley wholly situate in the township of Burnley in the parish of Whalley lying on the west side of and adjoining the Accrington and Colne Extension Railway of the Company;

(Whalley.) Certain lands at or near to Whalley wholly situate in the township and parish of Whalley and lying on the east side of and contiguous to the goods station of the Company at Whalley;

(Nelson.) Certain lands at Nelson wholly situate in the township of Great Marsden and Little Marsden in the parish of Whalley hereinafter described (that is to say):—

(a) Lands lying on the north-east side of Lomeshaye Lane and immediately adjoining the goods yard of the Company at Nelson;

(b) Lands immediately adjoining the Accrington and Colne Extension Railway of the Company on the south-east side thereof lying between Railway Street and Emilly Street and also between Thomas Street and Waterworth Street;

(Cherry Tree.) Certain lands at or near to Cherry Tree wholly situate in the township of Livesey in the parish of Blackburn lying on both sides of the said Blackburn and Preston Railway;

(Westhoughton.) Certain lands at or near to Westhoughton wholly situate in the said township of Westhoughton in the parish of Dean abutting on the north-west side of the said Liverpool and Bury Railway and also partly abutting on the Adlington and Westhoughton turnpike road on the north-east side thereof;

(Seaforth.) Certain lands at Seaforth wholly situate in the township of Litherland in the parish of Sefton at the south-east end of Beaumaris Street and the south-west end of Caernarvon Street;

(Chorley.) Certain lands at Chorley wholly situate in the township and parish of Chorley herein-after described (that is to say):—

(a) Lands immediately abutting upon and lying on the west side of the coal sidings of the Company at Chorley;

(b) Certain other lands lying on the easterly side of the Bolton and Preston section of the North Union Railway and intersected by Edward Street.

Power to take easements &c. by agreement.

22. 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) required for the purposes of this Act or any of the purposes of their undertaking in over or affecting any such lands and the provisions of the last-mentioned Acts with respect to lands and rentcharges as far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights or privileges as aforesaid.

Period for compulsory purchase of lands.

23. 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.

Restriction on displacing persons of labouring class.

24.—(1) The Company shall not under the powers of this Act purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

(a) They shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(b) They shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme

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to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions if any as they may see fit.

(4) Any conditions subject to which the Local Government Board may have approved of any scheme under this section or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the Local Government Board out of the High Court of Justice.

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court of Justice and shall be carried to and form part of the Consolidated Fund of the United Kingdom:

Provided that the Court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking:

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Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions if any as they may see fit.

(8) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9) The Local Government Board may direct any inquiries to be held which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10) The Company shall pay to the Local Government Board a sum to be fixed by that board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that board not exceeding three guineas a day for the services of such inspector.

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

25. And whereas in the construction of the works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands houses or other 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 material detriment thereto: Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands houses or other buildings or manufactories described or referred to 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

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from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise. If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or other person shall fail to notify to the Company that he alleges such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them:

Provided always that if in the opinion of such tribunal any such portions cannot be severed from the remainder of such property without material detriment thereto the Company may withdraw their notice to treat for the portion of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice:

Provided also that if in the opinion of such tribunal any such portions can notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person.

The provisions of this section shall be stated in every notice given by the Company to sell and convey a part only of any property.

Company empowered to underpin or otherwise strengthen houses near railway.

26. 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 owners and lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

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

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

(3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to 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 owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment.

(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

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the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof.

(8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under 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.

Agreements as to construction of foot bridge over River Calder.

27. The Company on the one hand and the local board for the district of Thornhill the local board for the district of Ossett-cum-Gawthorpe and the Calder and Hebble Navigation Company or any one or more of those bodies on the other hand may enter into and carry into effect agreements with respect to the construction by one or more of the said bodies at or near to Healey New Mill partly in the township of Thornhill in the parish of Thornhill and partly in the township of Ossett-cum-Gawthorpe in the parish of Dewsbury in the West Riding of Yorkshire of a foot-bridge over the River Calder at or near to Healey New Mill and the purposes of the said agreement in so far as they are to be carried out by the said local boards or either of them shall be deemed to be purposes of the Public Health Act 1875 and shall be carried into effect by the said local boards or local board with the powers and subject to the provisions of that Act.

Power to Company &c. to acquire fee simple of lands.

28. The Company as to any lands houses or other property now held by them on any less tenure than the fee simple or inheritance thereof and the Company and any other Company as to any lands houses or other property now held by them jointly on such less tenure may purchase and acquire by agreement the absolute fee simple and inheritance of and in such lands houses or other property.

Additional Capital.

Power to raise additional capital.

29. 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 three hundred and fifty-

one 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.

30. 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.

31. The new ordinary 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.

New shares or stock raised under this Act and any other Act of past or present sessions may be of same class.

32. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to raise capital by new shares or stock the Company if they think fit may raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Power to borrow on mortgage.

33. The Company may in respect of the additional capital of three hundred and fifty-one thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole one hundred and seventeen thousand pounds: Provided that in respect of every one hundred and seventeen 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 the whole thirty-nine thousand pounds: But no part of any of the before-mentioned sums of thirty-nine 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

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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 capital 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.

34. 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 but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Power to apply corporate funds to purposes of Act.

35. The Company may apply to the purposes of this Act 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.

36. 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.

37. 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 being in each case purposes to which capital is properly applicable.

Receipt in case of persons not sui juris.

38. If any money is payable to a holder of shares or stock mortgages or debenture 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.

Interest not to be paid on calls paid up.

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

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

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

Provision as to general Railway Acts.

41. Nothing in this Act contained shall exempt the 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.

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

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The SCHEDULE referred to in the foregoing Act.

Describing Buildings and Manufactories of which portions only may be required.

Township or Extra Parochial Place.	Numbers on Deposited Plans.
Alteration of Levels—Ardwick Branch.	
Manchester - - - -	65.
Widening Oldham Road Goods Line.	
Manchester - - -	10, 11, 12, 13, 14, 15.

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