CHAPTER cxxxix.

An Act for conferring further powers on the Lancashire and Yorkshire Railway Company and for other purposes. A.D. 1896.

[20th July 1896.]

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

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

To deviate a portion of their railway;

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

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

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

And whereas it is expedient that the time prescribed for the sale of lands acquired by the Company under the powers of various Acts and not as yet applied to the purposes for which they were acquired should be extended:

And whereas it is expedient that the period limited by the Lancashire and Yorkshire Railway Act 1891 for the completion of the railway in Bury (Railway No. 1) and of the railway at Rainford (Railway No. 2) thereby authorised should be extended: 54 & 55 Vict. c. xcix.

And whereas it is expedient that the period limited by the Lancashire and Yorkshire Railway Act 1893 for the compulsory purchase of lands for the purposes of the Railways No. 1 and No. 2 and the widening of the Clayton West Branch Railway respectively 56 & 57 Vict. c. xcv.

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by that Act authorised and that the period by the same Act limited for the completion of the said Railways No. 1 and No. 2 should be extended:

51 & 52 Vict. c. cxl.

And whereas by the Lancashire and Yorkshire Railway Act 1888 the undertaking of the Bury and Tottington Railway Company was transferred to the Company in consideration of the issue to the shareholders of the Bury and Tottington Railway Company of one hundred thousand pounds perpetual debenture stock of the Company one moiety of which should bear interest from the first day of January one thousand eight hundred and eighty-nine at the rate of three and a half per centum per annum and the other moiety of which should bear interest from the first day of January one thousand eight hundred and eighty-nine at the rate of one half per centum per annum during the first three years of one and a half per centum per annum for the following four years and of two and a half per centum per annum thenceforward and power was by section 36 of the same Act given to the Company to convert the said stocks into four per centum perpetual debenture stock of the Company:

And whereas the said stocks have been issued in pursuance of the said Act:

57 & 58 Vict. c. cxlviii.

And whereas by the Lancashire and Yorkshire Railway Act 1894 the four per centum debenture stock of the Company was converted into a three per centum debenture stock and it is expedient that the said three and a half per centum debenture stock and the said two and a half per centum debenture stock should be converted into three per centum debenture stock of the Company instead of into four per centum debenture stock and that the said section 36 of the Lancashire and Yorkshire Railway Act 1888 should be altered accordingly:

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:

And whereas plans and sections showing the lines and levels of the railway deviation railway and other works authorised by this Act and the lands in or through which the same are intended to be made and plans of the lands which are authorised to be acquired under the powers of this Act and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands have as regards the railway and other works lands and property in Lancashire been deposited with the clerk of the peace for the county palatine of

Lancaster and as regards the deviation railway works lands and property in the West Riding of the county of York with the clerk of the peace for the said West Riding and those plans sections and books of reference are in this Act referred to as the deposited plans sections and books of reference respectively :

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 1896.

Incorporation of general Acts.

2. The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. relating to the construction of a railway and Part II. relating to extension of time of the Railways Clauses Act 1863 are except where the same are expressly varied by this Act incorporated with and form part of this Act.

Extending certain provisions of the Companies Clauses 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 or debenture stock 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

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

Power to make railways.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the new railway and the deviation railway in this section described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes:

In the County of Lancaster:

RAILWAY IN MANCHESTER.

A Railway No. 1 (1 furlong 5·1 chains in length) wholly in the township and parish of Manchester commencing in property belonging or reputed to belong to the Company at or near the point on the north-east side of the approach road to the Victoria Station of the Company from Corporation Street where Walker's Croft passes underneath the said approach road and terminating by a junction with the widening of the Manchester and Leeds Extension Railway (authorised by the Lancashire and Yorkshire Railway Act 1890) on the south-west side of the bridge now in course of construction for carrying that widening over Long Millgate:

In the West Riding of the County of York:

DEVIATION OF MAIN LINE AT BRIGHOUSE.

A deviation wholly in the township of Rastrick in the parish of Halifax of the main line of the Company such deviation commencing at a point on the said main line at the east side of the bridge carrying the public highway from Huddersfield to Bradford over the said main line and terminating at a point on the said main line about 460 yards measured along that line in a south-easterly direction from the bridge carrying such main line over Woodhouse Lane.

Repeal of part of section 18 of Lancashire and Yorkshire Railway Act 1890.

6. So much of sub-section 10 of section 18 of the Lancashire and Yorkshire Railway Act 1890 as requires the plot of ground therein referred to and situate at the junction of Mill Street and Gibraltar in the said township and parish of Manchester to be kept as an open space is hereby repealed.

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Inclination of roads.

7. In altering for the purposes of this Act the roads next hereinafter mentioned the Company may make the same of any inclinations not steeper than the inclinations hereinafter mentioned in connexion therewith respectively (that is to say) :—

No. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
	DEVIATION AT BRIGHOUSE.		
2 60	Halifax - -	Public - -	1 in 12·5. 1 in 14·5.

Span of bridge at Daisy Field.

8. The Company may make the arch of the bridge for carrying the widening over the road at Daisy Field numbered on the deposited plans 4 in the parish of Blackburn of any span not less than eleven feet and seven inches.

Width of Healey Wood Road Burnley.

9. The Company may make the roadway over the bridge by which the public road numbered on the deposited plans 9 in the parish of Whalley will be carried over the railway of such width between the fences thereof as the Company think fit not being less than fourteen feet five inches.

Power to stop up certain highways.

10. If the Company are or if and when under the powers of this Act or of any other Act already passed they become the owners in possession of all the houses on both sides of the respective public highways referred to in the following table and shown on the deposited plans as intended to be stopped up (that is to say) :—

Parish.	No. on deposited Plans.
DEVIATION AT BRIGHOUSE.	
Halifax - - - -	2 42 60
WORKS AT NEWTON HEATH (THORPE ROAD).	
Manchester - - -	4

they may stop up and extinguish all rights of way over such respective highways.

Railways to form part of the Lancashire and Yorkshire Railway.

11. Subject to the provisions of this Act the new railway and deviation railway herein-before authorised shall for the purposes of tolls rates and charges and all other purposes whatsoever be part of the Lancashire and Yorkshire Railway.

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Period for completion of railways.

12. If the railways herein-before authorised by this Act are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted for making and completing the said railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

For the protection of the Brighouse Corporation.

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

(1) The diversion of Woodhouse Lane by this Act authorised shall be made in the line and on the level shown upon the deposited plans and sections and shall be of the clear width throughout of not less than twenty-five feet and the roadway shall be formed metalled and channelled to the reasonable satisfaction of the surveyor of the corporation and the Company shall to the like satisfaction construct a flagged footpath four feet six inches in width on one side of the roadway and shall provide and lay down the necessary gas mains and provide and erect proper and sufficient lamps for lighting the diverted road:

(2) The Company shall keep the surface of the diverted road in good repair for a period of one year from the completion of the same and thereafter the corporation shall keep the same in repair:

(3) The Company shall make and maintain a proper and convenient flight of steps not less than six feet in width leading from the diverted road to Birds Royd Lane at or near to the point marked H on the deposited plans (page 7) and shall provide and erect proper and sufficient lamps for lighting the steps and approaches:

(4) The Company shall not interfere with or stop up the existing Woodhouse Lane until they shall have made and completed the diverted road in accordance with the provisions of this section:

(5) Notwithstanding the diversion of Woodhouse Lane the corporation shall be at liberty to construct and maintain free of cost a sewer in the line of the present Woodhouse Lane under the railways lands and works of the Company:

(6) The Company shall provide and dedicate to the public as part of Birds Royd Lane so much of their land abutting upon that lane as will be necessary to make the lane thirty-six feet

wide such widening to extend from Huddersfield Road to a point eighty yards east of Calder Street but if the intended entrance into the Company's goods yard is situate east of the last-mentioned point then the widening of the said lane shall be extended to and include the whole of the entrance into such goods yard Provided that no footpath shall be constructed on the south side of Birds Royd Lane within the widened lane and the Company shall have the right in common with the public to load and unload waggons into or from their yard on that side of the widened lane:

(7) The Company shall remove their existing boundary wall abutting upon Birds Royd Lane and shall provide the said land for widening that lane and remove all buildings and other obstructions thereon within seven years from the passing of this Act and thereupon the corporation shall pay to the Company the sum of one thousand five hundred pounds and shall forthwith proceed to widen the said lane which shall thereafter be maintained as a highway repairable by the inhabitants at large:

(8) The corporation may borrow at interest on the security of the district fund and general district rate of the borough any sum or sums of money that they may require for the purposes of this section not exceeding the sum of three thousand pounds and for the purpose of raising money under this section sections 120 to 128 of the Brighouse Corporation Act 1895 shall so far as the circumstances admit apply except that the prescribed period for the paying off of moneys borrowed under this section shall be fifty years from the date or dates of borrowing the same:

(9) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 shall extend and apply to the water and gas mains pipes and apparatus of the corporation except that the provisions of section 20 of the said Act as regards the depth at which pipes shall be laid shall not apply to any bridge over the railway in which case they shall be laid at the lowest practicable depth and whenever in those sections the words "company" and "society" are used the same shall for the purposes of this section be held to extend to and include the corporation:

(10) Whenever it may be necessary to intercept or interfere with any sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved of by the corporation another

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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 the corporation 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:

(11) 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 section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the president of the Institution of Civil Engineers and the costs of the reference shall be borne as such arbitrator shall direct.

Running powers to London and North Western Railway Company and Great Northern Railway Company.

14. The London and North Western Railway Company and the Great Northern Railway Company may respectively run over and use with their engines and carriages of every description and with their clerks officers and servants and for the purposes of traffic of all kinds the deviation of main line at Brighouse hereby authorised on the same terms and conditions as they run over and use the existing portion of the said main line between the points of commencement and termination of the authorised deviation.

Extension of time for completion of Railways No. 1 and No. 2 authorised by the Lancashire and Yorkshire Railway Act 1891.

15. The time limited by the Lancashire and Yorkshire Railway Act 1891 for the completion of Railway (No. 1) and Railway (No. 2) respectively by that Act authorised is hereby extended until the third day of July one thousand eight hundred and ninety-nine and section 9 of that Act shall be read and construed accordingly.

Extension of time for completion of New Railways No. 1 and No. 2 authorised by the Lancashire and Yorkshire Railway Act 1893.

16. The time limited by the Lancashire and Yorkshire Railway Act 1893 for the completion of Railway (No. 1) and Railway (No. 2) respectively by that Act authorised is hereby extended until the twenty-ninth day of June one thousand nine hundred and section 7 of that Act shall be read and construed accordingly.

Penalty unless railways opened within the time limited.

17. If the Company fail to complete the railways which they are herein-before authorised to construct or complete within the periods respectively limited by this Act in that behalf the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway in the completion of which default is made is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on the

estimated cost of such railway and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the Bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such railway by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

18. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of such railways and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railways or railway in respect of which the penalty shall have been incurred or any part thereof have or has been abandoned be paid to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company.

Company not liable to repair surface of

19. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway

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road gradient of which is not increased.

which shall be carried over the railways by a bridge or bridges unless the level of such road or public highway is permanently altered so as to increase the gradient of any part thereof.

Further works by the Company.

20. 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 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 as may be required for those purposes making compensation in accordance with the Lands Clauses Acts to all persons injuriously affected by the exercise of the powers contained in this section:

The Company may execute the following works and exercise the following provisions shall have effect (that is to say):—

In the County of Lancaster:

In the townships of Manchester and Cheetham in the parish of Manchester:

Diversion of part of Corporation Street and Cheetham Hill Road and of tramway therein:

They may divert a portion of Corporation Street and Cheetham Hill Road and the tramways laid therein (being part of the tramway undertaking of the mayor aldermen and citizens of the city of Manchester herein-after referred to as "the Manchester Corporation") such diversion commencing in the township of Manchester at or near the junction of Carter Street with Corporation Street and terminating in the township of Cheetham in Cheetham Hill Road at or near the junction therewith of Park Street The Manchester Corporation may and shall abandon so much of the said existing tramway as lies between the said points of commencement and termination:

(Rainford.) In the township of Rainford in the parish of Prescot:

Diversion of footpath:

(a) They may divert and alter the levels of the public footpath which crosses on the level the Liverpool and Bury Railway of the Company about 80 yards west of the bridge carrying the Saint Helens and Ormskirk Railway over the said Liverpool and Bury Railway such

diversion and alteration of levels commencing at a point in the said footpath about 33 yards north-west of the centre of the said Liverpool and Bury Railway and terminating in the said footpath at a point about 13 yards south-east of that railway;

(b) So soon as the said diversion shall have been completed and opened to the public the Company may stop up the said level crossing and thereupon all rights of way for foot passengers in and over the same shall be and the same are hereby extinguished:

In the township of Pleasington in the parish of Blackburn: (Pleasington.)

(a) They may divert the public footpath leading from Tongue Hill to Brownlow such diversion commencing in the said footpath at a point about 218 yards measured in an easterly direction along the northern boundary of the Blackburn and Preston Railway of the Company from the public road leading from Feniscowles to Pleasington and terminating by a junction with the said public road at the northern boundary of that railway;

(b) So soon as the said diversion shall have been completed and opened to the public the Company may stop up so much of that footpath as lies between the northern and southern boundaries of the property of the Company and thereupon all rights of way for foot passengers in and over the same shall be and the same are hereby extinguished:

In the township of Blackburn in the parish of Blackburn: (Daisy Field.)

They may widen on the north-westerly side thereof the bridge which carries the Accrington and Blackburn Railway of the Company over an occupation road situate about 487 yards measured along the last-mentioned railway in a north-easterly direction from the point of junction of the North Lancashire Loop Line of the Company with the said Accrington and Blackburn Railway:

In the township of Old Accrington in the parish of Whalley: (Accrington.)

(a) They may divert and alter the levels of the public footpath leading from Horne Street to Meadow Bank which footpath crosses on the level the Accrington and Colne Extension Railway of the Company at the level crossing known as Meadow Top crossing such diversion and alteration of levels commencing at a point in the said footpath about 8 yards measured along the same in a southerly direction from the centre of the said Accrington

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and Colne Extension Railway and terminating at a point in the said footpath about 6 yards measured in a northerly direction from the centre of the said Accrington and Colne Extension Railway;

(b) So soon as the said diversion shall have been completed and opened to the public the Company may stop up the said level crossing and thereupon all rights of way for foot passengers in and over the same shall be and the same are hereby extinguished:

(Rose Grove.) In the township of Burnley in the parish of Whalley:

They may widen on both sides thereof the bridge carrying the said Accrington and Colne Extension Railway over the Leeds and Liverpool Canal and situate about 53 yards east of the junction of the North Lancashire Loop Line of the Company with the said Railway:

(Burnley.) In the township of Burnley in the parish of Whalley:

They may take down and remove the whole or any portion of the existing bridge carrying Healey Wood Road over the Burnley Branch Railway of the Company and may rebuild or reconstruct the same in one or more spans:

(Newton Heath.) In the township of Newton in the parish of Manchester:

(1) They may make additional arches or openings under Thorpe Road in the following situations:—

(a) At a point about 17 yards measured along such road in a south-easterly direction from the centre of the bridge carrying such road over the main line of the Company;

(b) At a point about 14 yards measured along such road in a north-westerly direction from the centre of the said bridge;

(c) At a point about 115 yards measured along such road in a north-westerly direction from the centre of the said bridge;

(d) At a point about 10 yards measured along such road in a south-easterly direction from the junction therewith of North Road;

(2) They may make a bridge over Dean Lane at a point about 11 yards north-west of the bridge carrying the said main line over the said lane.

In the County of Lancaster and in the West Riding of the County of York:

(Todmorden.) In the township of Todmorden and Walsden in the parish of Rochdale in the county of Lancaster and in the township of

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Langfield in the parish of Halifax in the West Riding of the county of York:

(a) They may make a new footpath commencing by a junction with Burnley Road otherwise North Street at a point about 20 yards south-east of the viaduct carrying the main line of the Company over that road measured along a line at right angles to that viaduct and terminating at the northern end of and opening into Hazlewood Street;

(b) So soon as the said new footpath shall have been completed and opened to the public the Company may stop up the existing footpath leading from Burnley Road to the level crossing known as Hall Royd level crossing;

(c) So much of section 21 of the Lancashire and Yorkshire Railway Act 1894 as relates to the new footpath at Todmorden is hereby repealed and the Company may abandon the construction of that footpath:

Provided that notwithstanding anything shown on the deposited plans the Company shall not exercise the compulsory powers of this Act over any lands belonging or claimed to belong to William Sutcliffe of Lower Laith.

IN THE WEST RIDING OF THE COUNTY OF YORK:

(Cooper Bridge.)

In the township of Clifton in the parish of Dewsbury:

They may stop up and extinguish all rights of way over the public footpath extending from the public highway (leading from Brighouse to Leeds) and passing underneath the main line of the Company at a point about 230 yards north-west of the platform of Cooper Bridge passenger station thence extending to the River Calder and along the eastern bank thereof to the public road formerly the Birstal and Huddersfield turnpike road near the point where the Calder and Hebble Navigation (Cooper Bridge cut) passes underneath that road:

(Crigglestone.)

In the township of Crigglestone in the parish of Sandal Magna:

(a) They may divert the public road leading from Crigglestone to West Bretton such diversion commencing at a point in the said road about 273 yards measured along that road in an easterly and north-easterly direction from the level crossing of the Barnsley Branch Railway of the Company and terminating in the said road at a point about 92 yards measured along that road in a south-westerly direction from the said level crossing;

(b) So soon as the said diversion shall have been completed and opened to the public the Company may discontinue the said level crossing;

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(c) So much of section 19 of the Lancashire and Yorkshire Railway Act 1892 as relates to the diversion of road at Crigglestone is hereby repealed and the Company may abandon the construction of that diversion:

(Heckmondwike.) In the township of Heckmondwike in the parish of Birstal:

(a) They may divert and alter the levels of the public footpath leading from a public road which leads from Heckmondwike to Dewsbury to the Bottoms such diversion and alteration of levels commencing in the said footpath at a point about 23 yards measured along the same in a northerly direction from the centre of the level crossing of the Ravensthorpe Branch Railway of the Company and terminating in the said footpath at a point about 21 yards measured along the same in a southerly direction from the centre of the said level crossing;

(b) So soon as the said diversion shall have been completed and opened to the public the Company may stop up and extinguish all rights of way for foot passengers over the said level crossing.

Diverted tramway to form part of tramway undertaking of Manchester Corporation.

21. The diverted portion of tramway by this Act authorised shall be in substitution for the existing portion of tramway situate in Corporation Street and Cheetham Hill Road aforesaid between the points herein-before described and shall as respects the power to be employed for moving carriages or trucks thereon and for tolls rates and charges and all other purposes form part of the tramway undertaking of the Manchester Corporation and the provisions of the Manchester Corporation Tramways Order confirmed by the Tramways Orders Confirmation Act 1878 (No. 2) and any other Acts relating to the tramway undertaking of the Manchester Corporation shall apply to the diverted tramway.

For the protection of the Corporation of Manchester.

22. 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 called "the corporation") shall unless otherwise agreed between the Company and the corporation be binding upon the Company and full effect shall be given thereto:—

(1) The diversion of part of Corporation Street and Cheetham Hill Road and of the tramway therein by this Act authorised shall not be commenced until the Company have to the satisfaction of the corporation fulfilled the following provisions viz.:—

(a) The Company shall not interfere in any way with Cheetham Hill Road Corporation Street or Long Millgate

or with any bridge or work carrying the same respectively until they shall have constructed the new bridge and approach road forming the aforesaid diversion with the gradients shown on the deposited sections so as to afford a substituted and continuous roadway between the points Y and Z on the signed plan of the width of at least 22 yards clear measured between the parapets and in accordance with the lines shown upon the signed plan and to be provided with tram lines and footways sewers drains water and gas mains and pipes and other matters as herein-after mentioned;

The structure of the said new bridge and approach road shall be maintained and repaired in every respect except as herein-after provided by and at the cost of the Company The parapets of the said bridge shall be constructed to such height as the corporation may reasonably require;

As regards Miller Street the corporation will at the request and cost of the Company permit the traffic to be diverted to such extent as may be necessary during the construction of the works The Company shall however complete Miller Street in its altered form so that the same may be opened for public traffic within one month after the opening of the new roadway along Cheetham Hill Road and Corporation Street;

(b) In the construction of the new bridge and approach road the Company shall at their own cost place the tram rails thereon and also place in and under the same sewers drains water and gas mains in lieu of those now under the roadway of the existing bridge and shall make such provision as the corporation may reasonably require for future gas and water pipes hydraulic electric or other works of the corporation The works referred to in this sub-section may be executed and provided by the corporation at the cost of the Company under the general provisions herein-after contained;

(c) The corporation shall at the cost in all things of the Company flag pave and kerb the said diversion of part of Corporation Street and Cheetham Hill Road in such manner as they may think fit but thenceforth such flagging paving and kerbing shall be kept in repair by the corporation as a public street;

In addition to the provision of the aforesaid width of 22 yards the Company shall dedicate to the public the land shown upon copies of the deposited plan (herein

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referred to as "the signed plan") signed in triplicate respectively by the city surveyor on behalf of the corporation and by the engineer of the Company on their behalf one of such copies being deposited in the Private Bill Office of the House of Commons and the other two being in the possession of the corporation and the Company respectively The said intended diversion and the roadway and other matters referred to in this section are shown upon the signed plan and the works of the Company shall be executed in accordance therewith;

(d) The Company shall alter the levels of the undermentioned streets so as to provide the gradients hereinafter specified (that is to say):—

In Miller Street between Long Millgate and the Company's south-eastern limit of deviation across such street a gradient of 1 in 77;

In Long Millgate from the north-easterly side of Miller Street for a distance of about 26 yards a gradient of 1 in 30;

In Long Millgate from the south-westerly side of Corporation Street as diverted to the limit of deviation shown on the deposited plan crossing Long Millgate on that side a gradient of 1 in 25 The corporation shall be at liberty under any statutory powers vested in them to continue the alteration of the last-mentioned gradient in Long Millgate for a further distance of 16 yards and the Company will repay to the corporation the cost thereof provided that all increased compensation to owners lessees or occupiers of property on the easterly side of Long Millgate between the south-westerly side of Corporation Street as diverted and the said limits of deviation by reason of the improvement of the gradient from 1 in 18 to 1 in 25 shall be paid by the corporation The Company shall not be entitled to any compensation in respect of such alterations as affecting their property on the westerly side of Long Millgate;

(e) The Company shall give to Long Millgate between Corporation Street and the approach road to Victoria Station on the north-west side the land shown upon the signed plan for the purpose of widening that street:

(2) The Company shall divert the River Irk in accordance with the lines shown upon the signed plan and may cover over such river for the length shown thereon and shall for the whole of

such length pave the bed of that river on a proper foundation to the satisfaction of the city surveyor The foundations of the walls for effecting the aforesaid diversion shall be sunk to a sufficient depth and shall be so constructed as not to lessen the width of the River Irk as shown upon the signed plan A clear headway of at least 20 feet shall intervene between the bed of the river as so paved and the springing of the arch over or across such river and the Company shall not at any time thereafter in any manner interfere with such headway :

Nothing herein contained shall prejudice or affect any rights of navigation of the corporation or the public in respect of the said portion of the River Irk or any rights powers and remedies of the corporation under their Local Acts in relation to the said river and the Company shall observe and be subject to the provisions of those Acts in relation to the portion of the River Irk so covered by them :

During the construction of the works by this Act authorised with respect to the River Irk the Company may erect and place coffer-dams and other temporary works in such river and shall on the completion of the works remove the same at their own expense but shall not throw or cast into that river any materials debris or substance whatever either during the construction of the works authorised by this Act or at any time thereafter :

All works by this Act authorised affecting the River Irk shall be made and constructed in accordance with plans and in manner to be agreed upon between the engineer of the Company and the city surveyor or failing agreement to be settled by arbitration as herein-after provided :

(3) The following provisions shall apply and be obligatory upon the Company in reference to the works in the township of Newton by this Act authorised (that is to say) :—

(a) In Thorpe Road the Company shall construct the south-eastern approach to the widened bridge of a gradient of 1 in 20 ;

(b) In Dean Lane the Company shall construct the bridge by this Act authorised to the line prescribed by the corporation on each side of that street so as to afford a roadway having the clear width of 36 feet and a clear headway of 15 feet throughout :

(4) The Company shall be responsible for and make good to the corporation all costs losses damages and expenses which may

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be occasioned to the said tramways or to any of the works or property connected therewith or to any person or persons using the same or otherwise by reason of the execution maintenance or repair or failure of the said works by this Act authorised or by reason 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 shall effectually indemnify and hold harmless the corporation from all claims and demands upon or against them by reason of such execution maintenance or repair or failure or of any such omission :

(5) (a) All the piers or abutments and foundations of every bridge over any street in the city shall extend and be made below the surface of the ground to such depth as shall be necessary for the purpose of insuring the permanent stability of the railway and as shall be sufficient to allow the corporation to make and construct repair or relay any sewers drains water gas electric or hydraulic mains or other mains pipes or apparatus Prior to the commencement of any foundations for such piers or abutments the Company shall furnish to the corporation a section showing the proposed depth of such foundations and if the corporation shall not within twenty-eight days from the receipt of such section notify their objections or requirements in relation thereto the same shall be deemed to be approved and the work shall be carried out accordingly The inside face of the piers or abutments of every bridge shall as far as practicable be lineable with the buildings on each side of the street and if there be no buildings then with the side of the street and no openings whatever shall be placed in any of such piers or abutments The parapets of every bridge shall in every case be of such height from the level of the rails on each side of the railway and for such further length at both ends of such bridge as the corporation shall reasonably require Every such bridge and crossing shall as far as practicable be made and maintained drop dry at all times and shall in all other respects be kept in complete repair by the Company The Company shall also provide a parapet of such height as the Corporation may reasonably require on any other part of the railway within the city where the same runs near to a public street The piers or abutments of all under-bridges to be erected under the powers of this Act shall be made and maintained by the Company with a facing of white glazed bricks for the entire length thereof on each side :

(b) All bridges erected by the Company under the powers of this Act shall be so constructed and at all times thereafter maintained by the Company as to enable the corporation from time to time to replace repair renew and lay down sewers mains and pipes of every description including such additional sewers drains mains and pipes as they may think fit from time to time hereafter :

(c) Before obstructing or breaking up any public street or road under the powers of this Act the Company shall give to the corporation fourteen days' notice in writing and the works so far as the same affect such street or road shall be carried out by the Company to the reasonable satisfaction of the corporation :

(d) The cost of any lamps sewers drains water or gas mains and pipes works and apparatus belonging to the corporation which may be rendered useless by the works authorised by this Act shall be paid to the corporation by the Company on demand and the same shall then become the property of the Company Provided always that the corporation may at their option retain the use of such existing sewers which pass under any streets or lands acquired by the Company under the powers of this Act as will not in any way interfere with the construction or working of the railway :

(e) The flags paving stones and other materials in any street which may be stopped up or interfered with by the Company in the execution of the works by this Act authorised shall remain the property of the corporation and may be removed by them or they may at their option require the Company to purchase the same :

Provided also that in cases where new paving flagging or other material is laid down by the Company or by the corporation at the expense of the Company the corporation shall credit the Company with the value of the old material for which the new material shall have been substituted :

(f) Whenever in execution of the powers in this Act contained it shall for any purpose including the alterations of levels herein-before referred to be necessary to alter or interfere with or disturb any of the paving or flagging of the streets or any sewers or drains or any of the water gas or other mains or pipes works or apparatus belonging to the corporation such alteration in the position or otherwise of any such sewer drain or water gas or other main or pipe or apparatus or other work which may be required for the purpose of any works by this Act

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authorised shall be carried out by and under the direction of the corporation but at the expense in all respects of the Company inclusive of the paving flagging and kerbing necessary to reinstate the street and make the same fit for traffic:

(g) No existing sewer drain water gas or other main pipe work or apparatus belonging to the corporation shall be disturbed altered or interfered with by the Company in execution of the works authorised by this Act or at any time thereafter until a substituted sewer drain water gas or other main pipe or apparatus shall have been provided laid and constructed by the corporation of a capacity and at a level or levels which shall preserve to the reasonable satisfaction of the city surveyor the free and uninterrupted flow and passage of sewage water and gas through the same respectively The cost to be incurred by the corporation in providing laying and constructing such substituted sewer drain water gas or other main pipe work or apparatus (including therein any compensation which may be payable by the corporation in respect thereof) shall be paid by the Company to the corporation on demand:

The above provisions in sub-sections (f) and (g) shall extend and apply to any place (whether in a street or elsewhere) where the railways and works by this Act authorised shall be constructed under or over any sewer drain water gas or other main pipe work or apparatus of the corporation:

(h) Where the railway and works connected therewith pass over under or through any street whether public or private suitable arrangements shall be made in and at the time of the construction of such railway and works by and at the cost of the Company for the carrying and protection of the present and future water and gas mains and pipes works or apparatus of the corporation and also of their sewers and drains and of any diversions thereof respectively or substitutions therefor in accordance with plans to be submitted to and reasonably approved by the city surveyor:

(i) In all cases where streets are temporarily stopped or diverted the Company shall at their own cost provide sufficient accommodation for the traffic and access to houses and other places affected thereby with proper fences and lights to the reasonable satisfaction of the corporation and shall maintain such accommodation and access fences and lights to the like satisfaction:

(j) In any case where any house or other building intended to remain standing shall be severed by the Company they shall to

the reasonable satisfaction of the corporation build up or repair such house or building so as to prevent unsightly appearances :

(k) The corporation shall not be liable for and shall be indemnified by the Company against all damage and injury which may be caused to the line and works of the Company and the traffic thereon and the persons and property being conveyed on or using such railway by the breaking bursting or leaking of or escape from any sewer or water or gas main or pipe belonging to or under the control of the corporation unless such damage or injury shall have arisen as the consequence of any act or default of the officers or servants of the corporation :

(l) If any bridge to be constructed by the Company under the powers of this Act within the city shall darken any street or road the corporation may keep such street or road sufficiently lighted with gas or other artificial light by day as well as by night and the cost thereof shall from time to time be repaid by the Company to the corporation on demand :

(m) The cost of all works and matters which under this Act are to be or may be executed done or provided by the corporation at the cost of the Company and all other costs and expenses by this Act made payable by the Company to the corporation shall be paid on demand and shall be recoverable in any court of competent jurisdiction :

(n) If any difference shall arise between the corporation and the Company as to the reasonableness of the requirements of the corporation or concerning any plan or the execution of any of the works provided for by this Act then every such difference shall be settled by an engineer to be appointed by the corporation and the Company or if they cannot agree then by an engineer to be appointed as umpire under the provisions of the Railways Clauses Consolidation Act 1845.

For the protection of the Manchester Carriage and Tramways Company.

23. For the protection of the Manchester Carriage and Tramways Company (in this section called "the tramways company") the following provisions shall apply and have effect (that is to say):—

(1) In carrying out the diversion of a portion of Corporation Street and Cheetham Hill Road and the tramways laid therein by this Act respectively authorised the Company shall not except for the purpose of connecting the last-mentioned tramways with the existing tramways in any way remove alter or interfere with the existing tramways or the passing and

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repassing of the tramcars of the tramways company thereon until the tramways to be laid along the diverted portions of the said street and road are in all respects completed and ready for use by the tramways company to the reasonable satisfaction of that company :

(2) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the tramways company all costs losses damages and expenses which may be occasioned to the said tramways or to any of the works or property thereof or to any person or persons using the same or otherwise by reason of the execution maintenance or repair or failure of the said works by this Act authorised or by reason of any addition to the existing rent charged by the corporation of Manchester during the continuance of the existing lease in respect of the increased length of the said tramways or by reason 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 shall effectually indemnify and hold harmless the tramways company from all claims and demands upon or against them by reason of such execution maintenance or repair or failure or of any such omission :

(3) If any difference arise between the Company and the tramways company as to anything to be done or not to be done under the provisions of this section the same shall be settled by an engineer to be appointed (unless otherwise agreed between the parties) on the application of either the Company or the tramways company by the president for the time being of the Institution of Civil Engineers and the costs of the arbitration shall be borne as he shall direct.

For the protection of the governors of the Manchester Grammar School.

24. If under the powers of this Act any estate rights or interests in or over the River Irk or the bed thereof to which the governors of the Manchester Grammar School are or may be entitled are in any way interfered with prejudiced or affected the Company shall pay to the said governors compensation therefor the amount of such compensation in case of difference to be determined in the manner provided by the Lands Clauses Acts for the settlement of questions of disputed compensation.

For the protection of the Leeds and Liverpool Canal Company.

25. For the protection of the Leeds and Liverpool Canal Company (in this section referred to as "the canal company") the following provisions shall unless otherwise agreed between the Company and the canal company have effect (to wit) :—

(1) One month before the Company shall construct the widenings of the bridge carrying the said Accrington and Colne Extension

Railway over the canal towing-path works and lands of the canal company they shall deposit at the principal office of the canal company a plan and sections showing the position and levels or mode of construction of such widenings and the same shall not be commenced until the engineer of the canal company shall have approved thereof in writing under his hand:

Provided that if the said engineer do not within the aforesaid period of one month so express his approval or disapproval thereof he shall be deemed to have approved thereof:

(2) In constructing the said widenings across the canal towing-path works and lands of the canal company the Company shall not deviate from the position or from the levels or mode of construction of such widenings as shown on the plan and sections approved by the said engineer of the canal company:

(3) The Company shall not otherwise than by agreement purchase or take any land of the canal company but the Company may purchase and take and the canal company may and shall sell and grant accordingly an easement or right of using the land required for the construction of such widenings for a width not exceeding fifteen feet on each side of the present bridge:

(4) Nothing herein contained shall prevent the Company from entering upon the lands and works of the canal company when and for such periods as may be necessary for the fulfilment of the Company's obligations under this section:

(5) The said widenings shall be carried over the canal and towing-path of the canal company and any approaches thereto by means of a good and substantial bridge or bridges of brick stone wood steel or iron to be constructed by the Company at their own expense:

(6) The eastern abutment of the existing bridge shall be taken down and rebuilt parallel with and forty-six feet distant from the western abutment The new abutment for the existing bridge and the abutments for the widenings shall be constructed in the manner shown on a plan signed in duplicate by Charles White on behalf of the canal company and by William Hunt on behalf of the Company The Company shall also reconstruct the towing-path wall in the position shown on the said plan so as to provide a width of not less than ten feet at any point under the existing bridge and the proposed widenings (all herein-after referred to as "the bridge") and the said wall when reconstructed shall afterwards be maintained by the

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Company The clear height of the under-side of the bridge above the top water-level of the canal shall throughout the whole breadth of the span be not less than fifteen feet:

(7) The space between the piers of the bridge (except so much thereof as the towing-path will occupy) shall at all times after the completion of the bridge (except during necessary repairs or reconstruction) be left and preserved an open and uninterrupted navigable waterway:

(8) The Company shall at their own expense maintain the bridge and the works thereof of the height and width so constructed as aforesaid and in perfect repair at all times unless they abandon the railway or the portion thereof which crosses the canal and in either of those cases they shall (if required so to do by the canal company but not otherwise) remove the said bridge and works at the expense of the Company:

(9) If and whenever the height of the bridge or works shall by subsidence of the ground be lowered below the height of fifteen feet herein-before prescribed the Company shall at their own expense restore the same to that height as soon as reasonably may be:

(10) The Company shall make good all damage that may be occasioned to the works or property of the canal company by the construction renewal or want of repair of any of the Company's works or by any such subsidence as aforesaid; but

(a) In every case of pressing necessity; and

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

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

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

(12) Provided that nothing in this Act contained shall prevent the canal company or any owner of boats or barges from recovering from the Company (in addition to the ascertained damages herein-before mentioned) any special damage that may

be sustained by the canal company or such owner in consequence of the stoppage or hindrance to the traffic upon the canal or in consequence of the works to be executed by the Company or by the canal company for the Company under the provisions herein-before contained or by reason of any such subsidence as aforesaid or on account of any other act or omission of the Company:

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

(14) All questions and differences which may at any time arise between the Company and the canal company as to the construction or effect of sub-sections 1 to 10 of this section or the performance observance non-performance or non-observance of any of the provisions thereof or any matters connected therewith or consequent thereon shall be determined by an arbitrator to be appointed by the Company and the canal company or (if for fourteen days after the question or difference arises those two companies do not agree upon an arbitrator) by the Board of Trade upon the application in writing of both or either of those companies and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference and the costs of the arbitration shall be in his discretion.

For the protection of the corporation of Burnley.

26. The following provisions for the protection of the mayor aldermen and burgesses of the borough of Burnley (herein-after in this section referred to as "the corporation") shall have effect namely:—

(a) Before commencing any work in connexion with the taking down removal rebuilding or reconstruction of the existing bridge carrying Healey Wood Road over the Burnley Branch Railway of the Company the Company shall at their own expense cause a sufficient temporary footbridge six feet wide to be constructed over the said branch railway and shall until completion of the bridge to be so rebuilt or reconstructed maintain the said temporary footbridge in a state as convenient for passengers as the said existing bridge or as nearly so as may be:

(b) The Company after commencing the work of taking down removal rebuilding or reconstruction of the said bridge shall

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proceed therewith and complete the work with all practicable speed:

(c) In rebuilding and reconstructing the said existing bridge the Company shall rebuild and reconstruct the same with proper and sufficient parapets on each side and the width of the roadway over the said bridge as rebuilt and reconstructed shall not be less than thirty feet between the parapets:

(d) The gradients of the road over the said bridge as rebuilt or reconstructed and of the approaches thereto shall not be steeper than the existing gradients:

(e) The corporation may from time to time if and when they require so to do lay upon the said bridge when rebuilt or reconstructed and the approaches thereto any sewers gas mains water mains and mains for the purpose of carrying wires for electric lighting or electric power of such size only in every case as shall have been first approved by the engineer of the Company provided that the corporation shall make good to the reasonable satisfaction of the said engineer all damage to the said bridge and the structure thereof and the roadway thereover caused by laying maintaining and repairing any such sewers or mains:

Provided that if for the space of one month after notice in writing to the Company from the corporation under the hand of the town clerk stating the size of any sewer or main proposed to be laid down as aforesaid the engineer shall have failed to approve thereof a difference shall be deemed to have arisen between the Company and the corporation within the meaning of sub-section (g) of this section:

(f) Except as regards works affecting the said bridge nothing in this section contained shall take away lessen or prejudicially affect the rights and powers of the corporation under the provisions contained in sections 114 and 236 of the Burnley Borough Improvement Act 1871:

(g) If any difference shall arise between the Company and the corporation touching anything provided for in this section the same shall from time to time be settled by an engineer to be appointed by the Board of Trade on the application of either party and the cost of such reference shall be in the discretion of the referee.

For the protection of the Todmorden Urban District Council.

27. For the protection of the urban district council of Todmorden (in this section called "the council") the following provisions shall (unless otherwise agreed between the council and the Company) apply and have effect (that is to say):—

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(1) The new footpath at Todmorden by this Act authorised shall be made and completed in the line and direction and in the manner shown upon a plan and section signed by William Hunt on behalf of the Company and Dan Sutcliffe on behalf of the council and it shall be throughout not less than six feet wide and shall be carried over the River Calder shown on the said plan by a substantial bridge and the said new footpath from the southerly end of the southerly bridge over the River Calder shall be of one uniform gradient to Hazlewood Street and shall be formed paved or flagged fenced on both sides and drained to the reasonable satisfaction of the council and in case of difference to the satisfaction of two justices :

(2) The said footpath and every fence wall bridge or other work required to support the said footpath shall be made repaired and maintained by the Company at all times hereafter to the satisfaction of the council :

(3) The Company shall not in the construction of their works interfere with the River Calder in such manner as to reduce its width or depth and all their works which interfere with the said river shall be constructed in accordance with plans to be reasonably approved by the surveyor of the council :

(4) Whenever in the execution of the powers in this Act contained it shall be necessary either temporarily or permanently to alter interfere with or disturb any of the sewers or drains or any of the gas mains or pipes or flagging or other property belonging to the council such alteration interference or disturbance shall be carried into effect by and under the direction of the council but at the expense in all respects of the Company and such expense shall be repaid to the council by the Company on demand :

(5) If any difference shall arise between the council and the Company touching anything provided for in this section the same shall from time to time be settled by an engineer to be appointed (unless otherwise agreed between the parties) on the application of either party by the president for the time being of the Institution of Civil Engineers and the costs of the arbitration shall be in the discretion of the referee.

For the protection of the Wakefield Rural District Council.

28. For the protection of the Wakefield Rural District Council (in this section herein-after referred to as "the council") and of the highways and property in the district of the council subject to their jurisdiction the following provisions shall unless otherwise subsequently agreed between the Company and the council

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(notwithstanding anything contained in this Act or shown on the deposited plans and sections) have effect (that is to say):—

(a) The highway or public road leading from Crigglestone to West Bretton being the diversion by this Act authorised and in this section herein-after referred to as "the new road" shall be constructed with a clear width of thirty feet throughout its whole length and the bridge to be constructed under the provisions of this Act shall be of a clear width of thirty feet measured between the parapets:

(b) In constructing the new road and bridge the Company shall at their own expense make and afterwards maintain a culvert four feet wide and of sufficient height not exceeding six feet for the purpose of laying sewer pipes and water pipes therethrough under the embankment upon which the new road will run such culvert to be parallel with the Blacker Beck and at a distance of twelve feet therefrom on the east or west side thereof as may hereafter be signified by the council to the Company and shall lay down through such culvert for its whole length a cast-iron pipe of sufficient strength and of a diameter of eighteen inches for the purposes of a new sewer of the council but such pipe sewer when made shall thereafter be repaired maintained and cleansed at the cost of the council who shall have the exclusive use thereof and the Company shall at the like expense on the south side of the new road and over the bridge and for the whole length of such road and bridge construct a footpath six feet in width properly flagged throughout and with all necessary curbs and channels due provision being also made for carrying off the surface water from the road:

(c) The new road and bridge shall be so constructed and maintained that the gradients thereof shall not at any point exceed one in twenty and such new road bridge and footpath and any other works to be done by the Company shall for a period of twelve months from the completion thereof be repaired and maintained by the Company at their own cost:

(d) On the expiration of such period and on a certificate of two justices as prescribed by this Act that such new road bridge and footpath have been duly and properly constructed the council shall at their own expense thereafter repair and maintain the surface of such new road and the footpath thereon but the Company shall at their own cost at all times maintain the embankments and fences of such new road and

the whole of the said bridge including the parapet and other walls :

On and for ever after the taking over by the council of the repair and maintenance of the surface of the new road and the footpath as herein-before provided the Company shall at their own cost keep open for public user and repair and maintain the portions of the old road leading from the points where such old road will join the new road when made to the Crigglestone Station on the west of the railway and to the goods yard sidings and coal shoots herein-after mentioned on the east of the railway :

(e) The Company shall construct and shall for ever maintain an approach road (with a culvert thereunder four feet wide and of sufficient height not exceeding six feet) for the purpose of laying water pipes and sewers therethrough from the new road to the present goods yard sidings and coal shoots of the Company at Crigglestone Station :

(f) Where in the construction of any works by this Act authorised it shall be necessary or expedient to approach within three feet of any water main pipe or sewer of the council such works shall be executed under the superintendence and to the reasonable satisfaction of the surveyor for the time being of the council If in the execution of any of the works by this Act authorised any damage or injury shall be occasioned to the water mains pipes sewers or other property of the council the Company shall immediately repair and make good the same to the reasonable satisfaction of the engineer for the time being of the council and shall also make full compensation to the council in respect thereof the amount of such compensation together with full costs to be recoverable by the council from the Company by all and the same means as any simple contract debt is recoverable :

(g) If any difference shall arise between the council and the Company with reference to any of the matters provided for by this section the same shall be referred to an arbitrator to be appointed by the Board of Trade on the application of either the council or the Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration and the cost of the reference shall be borne as the arbitrator shall direct.

For the protection of the Leeds and Wakefield Breweries Limited and others.

29. The following provisions for the protection and benefit of the Leeds and Wakefield Breweries Limited (herein-after referred to as "the Brewery Company") Ellen Shirt of Dennington Crigglestone widow and James Shirt of Dennington aforesaid and

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other the owners and lessees for the time being of the Station Hotel and adjoining lands at Crigglestone shall (unless otherwise agreed in writing between the parties) apply and have effect:—

The Company shall before the completion and opening to the public of the road diversion at Crigglestone by this Act authorised construct metal and channel and dedicate to the public a road twenty feet wide commencing in the existing public road leading from Crigglestone to Bretton West opposite to the front door of the Station Hotel at the point marked X on a plan signed by John Pollard on behalf of the Brewery Company and the said owners and lessees and by William Hunt on behalf of the Company and terminating by a junction with the said road diversion at the point marked Y on the same plan.

Authorising laying of rails across Hey's Lane Great Harwood.

30. The Company and the Accrington District Gas and Water Board may subject to the provisions of the Railways Clauses Consolidation Act 1845 with reference to the crossing of roads on the level enter into and fulfil agreements for and in relation to the construction and maintenance of a line of rails across and on the level of the public road known as Hey's Lane on the northerly side of the North Lancashire Loop Line of the Company opposite the gateway of the gasworks of the Accrington District Gas and Water Board:

Provided as follows (that is to say):—

No power other than animal power shall be used in moving carriages or waggons across Hey's Lane;

In the shunting of trains it shall not be lawful to pass any train over the level crossing or at any time to allow any train engine carriage or truck to stand across the same;

The Company or the said board shall keep a proper person to watch and superintend the said level crossing.

Power to deviate in construction of works.

31. 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 extend to a greater distance than the said limits and may deviate from the levels shown on the deposited sections to any extent not exceeding three feet but not so as to increase the gradient of any work as shown on the said sections.

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

32. Every new altered substituted or diverted road street or footpath constructed under the powers of the section of this Act the marginal note whereof is "Further works by the Company"

shall be repaired and maintained by the same body or persons (including the Company) and by the same means as other roads streets footways or highways in the parishes townships or places in which such new altered substituted or diverted road street or footpath will be situate are for the time being liable to be repaired or maintained 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 persons 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 altered substituted or diverted roads streets 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 substituted or diverted road street or footpath shall be conclusive evidence of the fact so certified and such certificate shall be obtained and the new altered substituted or diverted road street or footpath opened to the public before the existing road street or footpath is interfered with except in so far as may be necessary for the construction and completion of such new altered substituted or diverted road street or footpath.

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

33. 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 streets roads and footpaths stopped up diverted and discontinued under the authority of this Act or included within the limits of the lands shown on the deposited plans as intended to be compulsorily taken and which shall be so taken and the fee simple and inheritance of such streets roads and footpaths shall if and so far as the Company are or 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.

34. 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 or by agreement and may hold for the improvement and enlargement of their railway stations and works and for the construction of new stations engine sheds and other works buildings and sidings and other the purposes of their undertaking the lands herein-after described which are delineated upon the deposited plans and described in

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the deposited books of reference and may exercise the powers herein-after conferred :—

In the County of Lancaster :

(Westhoughton (Daisy Hill)).

Certain lands in the township of Westhoughton in the parish of Dean and abutting on the north side of the Hindley and Pendleton Railway of the Company (that is to say) :—

(a) Lands situate opposite the platform of the Daisy Hill passenger station ;

(b) Lands extending in an easterly direction for a distance of 120 yards from a point about 220 yards east of the east end of the said platform :

(Outwood (Manchester Bolton and Bury Canal)).

Certain lands in the township of Outwood in the parish of Prestwich-cum-Oldham (that is to say) :—

(a) Lands on the north side of and adjoining the dry dock at Giant's Seat ;

(b) Lands abutting upon the north side of the Manchester Bolton and Bury Canal and extending in an easterly direction for a distance of about 103 yards from the occupation road over that Canal at Giant's Seat :

(Rawtenstall.)

Certain lands in the township of Rawtenstall in the parish of Bury abutting on the Manchester Bury and Rossendale Railway of the Company on each side thereof and extending from the River Irwell to a point about 207 yards south-west thereof :

(Bacup (Britannia)).

Certain lands in the township of Bacup in the parish of Rochdale abutting on the south side of the Shawforth Branch Extension Railway of the Company and extending from the bridge known as Leach's Tramway Bridge to the bridge known as Frost Coal Pit Bridge :

(Rose Grove.)

Certain lands in the township of Burnley in the parish of Whalley lying between the said Accrington and Colne Extension Railway and Molly Wood Lane the Leeds and Liverpool Canal and the property known as Holly Bank :

(Burnley.)

Certain lands in the township of Burnley in the parish of Whalley abutting upon the south-west side of the Burnley Branch Railway of the Company and extending in a westerly direction for a distance of about 50 yards from Healey Wood Road :

(Colne.)

Certain lands in the township of Colne in the parish of Whalley abutting on the south-east side of the said Accrington and Colne Extension Railway and extending from the bridge over that railway known as Wackerson (otherwise Whackersall) Bridge to the south end of the Colne Viaduct :

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Certain lands in the township of Blackburn in the parish of Blackburn (that is to say):—

(a) Lands abutting upon the north-west side of the Accrington and Blackburn Railway of the Company and extending from a point about 333 yards east of the junction of the North Lancashire Loop Line of the Company with the said Accrington and Blackburn Railway to an occupation under-bridge situate about 487 yards east of the said junction; (Daisy Field.)

(b) Lands abutting upon the east side of the Blackburn and Clitheroe Railway of the Company and extending from the River Blackwater to the Whalley Old Road:

Certain lands in the township of Rochdale in the parish of Rochdale abutting upon the north-west side of the Shawforth Branch Railway of the Company and extending from a point about 123 yards west of the Facit Junction Siding Cabin to a point about 130 yards north-east of the same cabin. (Rochdale.)

In the West Riding of the County of York:

Certain lands in the township of Swinden in the parish of Gisburn abutting upon the east side of the Chatburn and Hellifield Railway of the Company and extending for a length of about 360 yards in a northerly direction from a point about 75 yards north of the bridge carrying the occupation road from Swinden Manor over the said railway: (Swinden.)

Certain lands in the township of North Bierley in the parish of Bradford bounded on the west by Bolland Road on the south by the workshops of the Company and on the east by the houses now occupied by the Company's goods agent and station master And the Company if and so far as they become owners in possession of all lands and houses on both sides of the roads (other than Bolland Road) forming the accesses to and around the said lands may stop up and extinguish all rights of way over the said roads: (Low Moor.)

Certain lands in the township of Beaghall otherwise Beal in the parish of Kellington abutting upon the south side of the Wakefield Pontefract and Goole Railway of the Company and extending for a length of about 70 yards in a westerly direction from a point in that railway about 1680 yards measured along the same in a westerly direction from the platform of Whitley Bridge Station. (Whitley Bridge.)

35. For the protection of the mayor aldermen and burgesses of the borough of Bradford (in this section called "the corporation") the following enactment shall take effect:— For the protection of the corporation of Bradford.

Sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall apply to all mains pipes and works connected with

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the supply of water of the corporation outside the said borough but within their parliamentary limits of water supply:

Whenever in the above-named 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 and any other body or person acting as their delegates under the Water Acts of the corporation and the word "railway" shall apply to and include any works which may be executed by the Company under the authority of this Act in the said borough or within the said limits of water supply:

Whenever any such mains or pipes shall be severed or interfered with by any such works of the Company and whenever by reason of such works it is necessary for maintaining the supply of gas or water to lay additional mains or pipes such additional mains or pipes shall previously to any such interference be laid by the corporation at the expense of the Company.

Confirming agreement with dean and canons of Manchester &c.

36. The agreement made between the dean and canons of Manchester of the first part the Ecclesiastical Commissioners for England of the second part and the Company of the third part and set forth in the First Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Power to take easements &c. by agreement

37. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which other than parties to the agreement have an interest) 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 said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Period for compulsory purchase of lands.

38. The powers for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Extension of time for purchase of certain lands.

39. The powers of the Company for the compulsory purchase of lands for the purposes of Railway (No. 1) and Railway (No. 2) and the widening of the Clayton West Branch Railway respectively authorised by the Lancashire and Yorkshire Railway Act 1893 are hereby extended until the twenty-ninth day of June one thousand eight hundred and ninety-eight but the said powers shall cease after that date.

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Restrictions on displacing persons of labouring class.

40.—(1) The Company shall not under the powers of this Act or under the powers of the Lancashire and Yorkshire Railway Act 1891 or the Lancashire and Yorkshire Railway Act 1893 extended by this Act purchase or acquire in any city borough or urban district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December next before the passing of this Act or of the Lancashire and Yorkshire Railway Act 1891 or the Lancashire and Yorkshire Railway Act 1893 by which such purchase or acquisition was originally authorised as the case may be were or have been since those respective dates or shall hereafter be 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 respective fifteenth day of December aforesaid 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 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 provisions of any scheme under this section or 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

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Mandamus to be obtained by the Local Government Board out of the High Court.

(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 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 such scheme shall for all purposes be deemed to be an undertaking of the Company and 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:

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 date of such scheme be appropriated for the purpose of such 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 by their inspectors which the Board 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.

(11) Any houses on any of the lands shown on the deposited plans or on the plans deposited for the purpose of the application for the Lancashire and Yorkshire Railway Act 1891 or the Lancashire and Yorkshire Railway Act 1893 occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

(12) For the purposes of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for

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wages but working at same trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

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

41. And whereas in the construction of the deviation of the main line at Brighouse by this Act authorised it may happen that portions only of the property numbered on the deposited plans 6 in the township of Rastrick and parish of Halifax will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said property without material detriment thereto Therefore the following provisions shall have effect (that is to say) :—

(1) In this section the expression "the owner" means and includes the owners and persons interested in the said property and the expression "the tribunal" means the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted :

(2) If a portion of the said property can in the opinion of the tribunal be severed from the remainder without material detriment thereto the owner of such property may be required (subject to the provisions in this section contained) to sell and convey to the Company a portion only of such property without the Company being obliged or compellable to purchase the whole thereof :

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

(4) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal shall in addition to the other questions required to be determined by them determine whether the portion of the said property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not subject to the power of withdrawal by the Company herein-after provided for whether any and what

other portion of the said property less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

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

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

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

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

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held

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as determining or as being or implying an admission that the said property or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

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

Company empowered or may be required to underpin or otherwise strengthen houses near railway &c.

42. 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 railways and works by this Act authorised it may be necessary to underpin or otherwise strengthen such houses and buildings 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 dispute 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 :

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(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 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 of the Lands Clauses Acts:

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

Extending time for sale of certain superfluous lands of Company.

43. Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated the periods within which the Company may sell and dispose of any superfluous lands in the parishes enumerated in the Second Schedule to this Act and connected with the railways respectively described in the said schedule are hereby extended for the periods following (that is to say) As regards such of the lands as are situate near to or are adjoining any railway or station of the Company for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing thereof.

Conversion of three and a half per centum and

44.—(1) As from the first day of January one thousand eight hundred and ninety-seven the said three and a half per centum debenture stock and the said two and a half per centum debenture

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stock of the Company shall be by the authority of this Act converted into three per centum debenture stock of the Company.

two and a half per centum debenture stocks into three per centum debenture stock.

(2) On or before the first day of March one thousand eight hundred and ninety-seven the Company shall create and register in the name of each holder of such three and a half per centum debenture stock or two and a half per centum debenture stock as the case may be such a nominal amount of three per centum debenture stock of the Company as will yield an amount of interest or dividend thereon equal to the amount of interest or dividend yielded by the said three and a half per centum or two and a half per centum debenture stocks respectively in lieu of which the three per centum debenture stock is so issued and the Company may create and issue Lancashire and Yorkshire Railway Three per Centum Debenture Stock accordingly.

(3) The provisions of sub-sections (3) to (8) of section 50 of the Lancashire and Yorkshire Railway Act 1894 shall extend and apply mutatis mutandis to and in relation to the conversion of the said debenture stocks by this Act effected and in construing those provisions for the purposes of this section the words "three and a half per centum debenture stock" or "two and a half per centum debenture stock" as the case may be shall be substituted throughout for the words "four per centum debenture stock."

Trustees &c. may accept new stock.

45. Trustees executors and administrators may accept any three per centum debenture stock created and issued under the authority of this Act in substitution for any debenture stock converted under the authority of this Act and may hold dispose of or otherwise deal with the same in all respects as they might have held disposed of or otherwise dealt with the stock for which such three per centum debenture stock was substituted.

ADDITIONAL CAPITAL.

Power to raise additional capital.

46. 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 additional capital as they shall think necessary not exceeding four hundred and fifty 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.

47. The Company shall not issue any share created under the authority of this Act of less nominal value than ten pounds 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.

48. Except as by or under the powers of this Act otherwise provided 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.

Power to raise capital under any other Act and this Act by new shares or stock of one class.

49. 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.

50. The Company may in respect of the additional capital of four hundred and fifty 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 fifty thousand pounds Provided that in respect of every one hundred and fifty 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 fifty thousand pounds but no part of any of the before-mentioned sums of fifty 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 fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of additional capital have been issued and accepted and that one half of such portion has been paid up and that not less than one fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of such 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

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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.

51. 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.

52. 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.

53. 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.

54. 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.

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

Holding of stock or shares by bodies corporate.

56. Stock and shares of the Company may be transferred to and held in the names of an individual or individuals and a body corporate or bodies corporate or of two or more bodies corporate and any such holding shall in its relation to the Company be deemed a joint tenancy.

This section shall apply to stock and shares of the Company of every class and description except so far as there is anything to the contrary in any Act under which the stock or shares was or were created.

Interest not to be paid on calls paid up.

57. 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.

58. 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 other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

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

Costs of Act.

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

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

An Agreement made the twenty-fourth day of December one thousand eight hundred and ninety-five between The Warden and Fellows of the College of Christ in Manchester founded by King Charles otherwise styled The Dean and Canons of Manchester (herein-after referred to as "the Dean and Canons") of the first part the Ecclesiastical Commissioners for England (herein-after referred to as "the Ecclesiastical Commissioners") of the second part and The Lancashire and Yorkshire Railway Company (herein-after referred to as "the Company") of the third part.

Whereas the Dean and Canons are seised of the lands situate in Newton otherwise Newton Heath in the parish of Manchester described in the First Schedule hereto:

And whereas the Company are by the Lancashire and Yorkshire Railway Act 1882 section 34 authorised to take and purchase the said lands for the purposes stated in the forty-fifth section of the Railways Clauses Consolidation Act 1845:

And whereas the Dean and Canons with the consent and approval of the Ecclesiastical Commissioners testified by their being parties to and executing these presents have under the powers conferred by the Ecclesiastical Leasing Acts and all other Acts and powers enabling them agreed with the Company for the sale to the Company of the lands specified in the First Schedule hereto (except and subject as herein-after mentioned) upon the terms herein-after appearing:

Now these presents witness that it is hereby agreed between the parties hereto as follows (that is to say):—

1. The Dean and Canons with the consent of the said Ecclesiastical Commissioners and in exercise of the powers conferred by the said Ecclesiastical Leasing Acts and all other Acts and powers enabling them hereby agree to sell to the Company who hereby agree to purchase all those plots pieces or parcels of land situate in Newton otherwise Newton Heath in the parish of Manchester described in the First Schedule hereto and delineated on the plan hereunto annexed and thereon edged with a red line except and reserved as in the First Part of the Second Schedule hereto is mentioned and subject to all rights of way light water and other easements affecting the same The Company shall also take the said premises subject to the claim (if any) of the Manchester Corporation for sewering paving and flagging Dean Lane shown on the said plan so far as the same intersects the said plots of land.

2. The price of the said lands so agreed to be sold and purchased except and subject as aforesaid and the compensation to be paid for any permanent damage or injury to any lands of the Dean and Canons occasioned by severance or otherwise in the construction of the works of the Company shall be a perpetual yearly rentcharge of 450*l.* payable half yearly free from all deductions whatsoever by equal half-yearly payments on the twenty-fourth day of June and the twenty-fourth day of December in every year the first payment of the said rent to become due and be paid on the twenty-fourth day of June next.

3. The conveyance of the said lands shall be prepared in duplicate by the solicitors of the Dean and Canons and shall be executed by all parties hereto and shall contain a reservation of the said annual rentcharge of four hundred and fifty pounds in such manner and form that the said Dean and Canons their successors and assigns shall have and be entitled to all the powers and remedies for enforcing and securing payment thereof conferred on the owner of a rentcharge by the Conveyancing and Law of Property Act 1881 and also that the same may operate and take effect as an annual rentcharge under the power to sell and convey lands in consideration of an annual rentcharge referred to in the Lands Clauses Consolidation Acts Amendment Act 1860 and thereby authorised to be exercised and be charged upon the rates and tolls of the Company and be recoverable as against the Company their successors and assigns in default of payment by them in the manner provided by the eleventh section of the Lands Clauses Consolidation Act 1845 for the recovery of any rentcharge as in the last-mentioned section referred to The said conveyance shall also contain such reservations for the benefit of the Dean and Canons their successors and assigns as are mentioned in the First Part of the Second Schedule hereto and also such covenants on the part of the Company as are mentioned in the Second Part of the said Second Schedule hereto and such other covenants and provisions as shall be necessary to carry the terms and conditions of these presents into complete effect.

4. The Company shall not be entitled to any abstract of title nor to inquire into the title of the Dean and Canons but shall accept the same as good without investigation doubt or question and the Dean and Canons shall not be required to produce or deliver up or give any acknowledgment of the right to production of or undertaking for the safe custody of any of their title deeds or any other documents or evidences relating to their title or to furnish any attested or other copies thereof or any abstract of their title.

5. The Company shall use their best endeavours to obtain the sanction of Parliament to this agreement in the next ensuing session and to authorise the parties hereto to carry the same into effect.

6. The Company shall on the execution hereof pay to Mr. Jacob Earnshaw the Dean and Canons' surveyor the sum of 225*l.* the agreed amount of his charges connected with the negotiation for the said sale The costs as well of the Dean and Canons as of the Ecclesiastical Commissioners (including the charges of the surveyors of the said Ecclesiastical Commissioners) in and about the preparation and execution of this agreement and of the said intended conveyance and the duplicate thereof and all other charges and expenses shall be borne and paid by the Company upon demand.

A.D. 1896.

In witness whereof the said parties to these presents have hereunto affixed their respective common seals the day and year first before written.

THE FIRST SCHEDULE ABOVE REFERRED TO.

All those several closes pieces or parcels of land situate in Newton otherwise Newton Heath in the parish of Manchester delineated and edged red on the plan hereto annexed containing in the whole 19 acres 3 roods and 25 perches of land statute measure or thereabouts be the same more or less.

THE SECOND SCHEDULE ABOVE REFERRED TO.

FIRST PART.

Reservations to be contained in the Conveyance to the Company.

Except and reserved unto the Dean and Canons and their successors and assigns for the time being all tithes commutation rentcharges or sums of money in lieu of tithes payable for or in respect of the said premises and also except and reserved unto the Dean and Canons and their successors and assigns for the time being all mines minerals and mineral substances in or under the same premises within the meaning of and subject in all respects to the powers and provisions contained in the said Railways Clauses Consolidation Act 1845 with respect to mines.

SECOND PART.

Covenants on the Part of the Company to be contained in the Conveyance.

And the Company do hereby for themselves their successors and assigns covenant with the Dean and Canons their successors and assigns and also by way of separate covenant with and to the said Ecclesiastical Commissioners their successors and assigns in manner following namely that the Company their successors and assigns will at all times hereafter duly pay unto the Dean and Canons their successors and assigns the clear yearly rent of four hundred and fifty pounds and also will pay and discharge all leys taxes rates assessments and impositions (except landlords' property tax) which are now or at any time during the said term shall become payable for or on account of the said premises or any part thereof.

Sealed by the Dean and Canons of Manchester in the presence of

WILLIAM ORFORD
Chapter Clerk.

L.S.

EDWARD C. MACLURE
Dean.

WM. CRANE
C. W. WOODHOUSE
J. DAVENPORT KELLY
E. L. HICKS
Canons.

A.D. 1896.

Sealed by the Ecclesiastical Commissioners for England in the presence of
FRANCIS COBB
Registrar
Ecclesiastical Commission
10 Whitehall Place
Westminster.

L.S.

Passed under the common seal of the Lancashire and Yorkshire Railway Company in the presence of
CHAS. WM. BAYLEY
Secretary.

L.S.

THE SECOND SCHEDULE.

SUPERFLUOUS LANDS OF THE COMPANY.

Parish.		County.
Manchester	Dean	Lancaster.
Prestwich-cum-Oldham	Standish	
Middleton	Chorley	
Halsall	Leyland	
Preston	Radcliffe	
Ormskirk	Rochdale	
Prescot	Ashton-under-Lyne	
Blackburn	Croston	
Whalley	Rufford	
Wigan	Aughton	
Eccleston	Penwortham	
Walton-on-the-Hill	North Meols	
Sefton	Liverpool	
Bury	Eccles	
Bolton-le-Moors	Leigh	
Halifax	Kirkburton	West Riding of Yorkshire.
Dewsbury	Emley	
Wakefield	High Hoyland	
Thornhill	Gisburn	
Sandal Magna	Sawley-cum-Tosside	
Darton	Bradford	
Silkstone	Pontefract	
Birstal	Snaith	
Methley	Almondbury	
Castleford	Penistone	
Womersley	Crofton	
Burgwallis	Kellington	

A.D. 1896.

RAILWAYS.

Hunts Bank Extension.
Middleton Branch.
Heywood Branch.
Oldham Branch.
Oldham Branch Extension.
Liverpool Ormskirk and Preston.
Preston Extension.
Skelmersdale Branch and Extension.
North Lancashire Loop.
Wigan and Southport.
Aintree and Bootle Branch.
Heywood Branch Extension.
Heap Bridge Branch.
Horwich Branch.
Salford to Victoria Line.
Bolton and Preston and Grindford Bar Branch.
Manchester and Leeds.
Ardwick Branch.
Ashton Branch.
Hollinwood Branch and Extension.
Oldham Rochdale and Royton.
Shawforth Branch and Extension.
Burnley Branch.
West Riding Union.
Wakefield Pontefract and Goole.
Clifton Junction to Bacup.
Stubbins to Accrington.
Manchester Prestwich and Radcliffe Line and Radcliffe Fork.
Loop line at Manchester.
Ripponden Branch
Stainland Branch.
Halifax Branch and Widening.
Dewsbury Branch.
Barnsley and Silkstone Branches.
Heckmondwike to Thornhill.
Brighouse Branch and Extension.
Methley Branch.
Askerne Branch.
Clayton West Branch.
Chatburn to Hellifield Line.
Huddersfield and Sheffield and Holmfirth Branch.
Blackburn and Preston.
Meltham Branch.
Blackburn Accrington and Colne.
Bolton to Blackburn and Chatburn.
Liverpool Crosby and Southport.
Liverpool and Bury.
Manchester and Bolton.
Branch Railway at Liverpool (Bankfield Branch).
Hindley to Pendleton Railway.
Railway in Pendleton.
Connecting line at Westhoughton.
Connecting line at Agecroft.
Loop line—Pendlebury to Pendleton
Loop line—Pemberton to Hindley.
Short line at Horwich.
Bury and Tottington Railway.

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