# CHAPTER clxxix.

An Act for conferring further powers on the Lancashire and Yorkshire Railway Company, and for other purposes relating to that Company and to the Preston and Wyre Railway. A.D. 1873.

[21st July 1873.]

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 the railways and works herein-after described, and to purchase additional lands for the purposes of their undertaking, and that they should be also authorised to improve their railway in Bradford, and that the other powers herein-after contained should be conferred upon the Company:

And whereas by the 5th section of the "Lancashire and Yorkshire Railway (Extension of Time, &c.) Act, 1869," the time for completing the Clayton West Branch is extended until the 11th day of June 1873, and by the 16th section of the "Lancashire and Yorkshire Railway (New Works and Additional Powers) Act, 1871," the time granted for the construction of the Blackburn and Padiham Branch Railway is extended until the 1st day of August 1873, and the Company are proceeding with the execution of both the said branch railways, but it is necessary that they should have further time for the completion thereof: 32 & 33 Vict. c. lxxviii. 34 & 35 Vict. c. clxx.

And whereas it is expedient that the Company should be enabled to abandon the construction of a portion of the railway firstly authorised by "The Lancashire and Yorkshire Railway (West Riding Branches, &c.) Act, 1866," and known as the Brighouse Branch, and that they should be empowered to construct instead thereof the deviation of the said railway herein-after mentioned: 29 & 30 Vict. c. lxxi.

And whereas by virtue of "The Lancashire and Yorkshire and London and North-western Railways (Preston and Wyre Railway, Harbour, and Dock Vesting) Act, 1849," (herein-after referred to as the Act of 1849,) the undertaking of the Preston and Wyre Railway, Harbour, and Dock Company (herein-after called "the Preston and Wyre Company") is vested in the Company and the London 12 & 13 Vict. c. lxxiv.

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and North-western Railway Company in the proportion of two-third parts thereof in the Company and one-third part thereof in the London and North-western Railway Company, and the said undertaking is managed by a committee appointed by the two Companies and called the "committee of management" (section 18), and it is expedient that the Company and the London and North-western Railway Company should be authorised to construct the short junction line herein-after described in connexion with the undertaking of the said Preston and Wyre Company:

And whereas the said two Companies have already acquired by agreement certain lands upon the line of the said proposed junction railway, and it is expedient that they should be authorised to hold the same lands and use them for the purposes of the said railway:

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

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

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

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

Short title.

**1.** In citing this Act for any purpose whatsoever it shall be sufficient to use the expression "The Lancashire and Yorkshire Railway (New Works and Additional Powers) Act, 1873."

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Provisions of general Acts herein named incorporated.

**2.** "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869;"

"The Railways Clauses Consolidation Act, 1845;"

Part I. (relating to the construction of a railway), and Part II. (relating to the extension of time) of "The Railways Clauses Act, 1863;"

Part II. (relating to additional capital), and Part III. (relating to debenture stock) of "The Companies Clauses Act, 1863;"

are (except where expressly varied by this Act) incorporated with and form part of this Act.

Certain provisions of 8 & 9 Vict. c. 16. extended to this Act.

**3.** Subject to the provisions of this Act, all the provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following matters; (that is to say,)

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for nonpayment of calls and the merger and re-issue of forfeited shares;

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; and

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

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

Interpretation of terms.

**4.** In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Lancashire and Yorkshire Railway Company; and the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act, or any Act wholly or partially 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, &c. according to deposited plans.

**5.** Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railways and works hereinafter described, with all proper stations, sidings, approaches, works,

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and conveniences connected therewith respectively, 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.

The railways herein-before referred to and authorised by this Act are:

(1.) Extension of Hollinwood branch to Oldham—

A railway about 1 mile 2 furlongs 5·60 chains in length, commencing by a junction with the Hollinwood branch of the Lancashire and Yorkshire Railway at the authorised termination thereof in the township of Chadderton, in the parish of Prestwich-cum-Oldham, and terminating by a junction with the Oldham branch of the Lancashire and Yorkshire Railway in the township of Oldham in the same parish:

(2.) Loop line, Manchester—

A railway about 1 mile 4 furlongs and 3·10 chains in length, commencing by a junction with railway No. 3, authorised by "The Lancashire and Yorkshire Railway (New Works and Additional Powers) Act, 1872," in the township of Cheetham and parish of Manchester, and terminating by a junction with the main line of the Lancashire and Yorkshire Railway, in the township of Newton in the parish of Manchester aforesaid:

(3.) Kearsley branch (No. 1)—

A railway about 1 mile 1 furlong 3 chains in length, commencing by a junction with the main line of the Lancashire and Yorkshire Railway in the township of Kearsley in the parish of Dean, and terminating in the township of Little Hulton in the said parish of Dean:

(4.) Kearsley branch (No. 2)—

A railway about 6 furlongs 6·55 chains in length, commencing by a junction with the last-named branch railway in the said township of Kearsley, and terminating on the west side of the Worsley turnpike road, in the township of Farnworth in the said parish of Dean:

And the Company may from time to time contract with any owner or occupier of works or other property situate in the neighbourhood of the last-described branch railways as to the use or construction of the said railways, the supplying funds for the purpose of constructing the same or any part thereof, the working and management of the same by the Company, and the fixing and apportionment of the revenue derived from the said railways.

The railways herein-before described will be situate in Lancashire. A.D. 1873.

(5.) Deviation of Brighouse branch—to

A railway about 4 furlongs 4 chains and 16 yards in length, commencing in the township of Hipperholm-cum-Brighouse, in the parish of Halifax, and terminating by a junction with the Brighouse branch, authorised by "The Lancashire and Yorkshire Railway (West Riding Branches, &c.) Act, 1866," in the township of Wike, in the parish of Birstal:

And the Company may, subject to the provisions herein-after contained, abandon the construction of so much of the authorised Brighouse branch as lies between the commencement thereof in the said township of Wike and the termination of the railway lastly herein-before described in the same township and parish.

The said deviation, railway and the portion of railway so authorised to be abandoned will be wholly situate in the west riding of the county of York.

Diversion of road in the parish of Birstal.

**6.** Notwithstanding the said deviation, the Company may divert the existing road in the township of Wike and parish of Birstal and the township of Hipperholme-cum-Brighouse, in the parish of Halifax, which road now crosses the railway of the Company on the level at or near their Pickle Bridge Station; the said diversion will commence in the said township of Wike at the turnpike road leading from Bradford to Brighouse, and will terminate at or near to the said Pickle Bridge Station; and the Company may, after the opening to the public of the said diversion, stop up so much of the said road as now crosses the Lancashire and Yorkshire Railway on the level at or near the said Pickle Bridge Station, and the site thereof shall thereupon be vested in the Company. The said diverted road shall, when completed, be maintained and repaired by the parties who are from time to time liable to maintain and repair the said existing road.

Certain property shown on the deposited plans of the extension of the Hollinwood branch not to be taken without consent.

**7.** Notwithstanding anything contained in this Act, the Company shall not enter upon, take, or use any part of the mills and premises coloured pink on a plan signed by Charles Suthers and by Sturges Meek on behalf of the Company, and forming part of premises known as Oxford Mills, adjoining and on the west side of Pearson Street, Oldham, and on the south side of the Company's Oldham Branch Railway, and belonging or reputed to belong to and in the occupation of the said Charles Suthers, without the previous consent in writing of the owner or owners for the time being of that property.

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As to works in the city of Manchester.

**8.** The following stipulations shall apply to the works in city of Manchester, or in which the mayor, aldermen, and citize of the city of Manchester (in this section called "the Corporation" are interested, unless otherwise agreed between the Corporation an the Company:

(1.) The bridge over Smedley Road shall have a clear headway in the centre of the roadway of at least thirty feet, and at the sides or abutments of not less than sixteen feet, measuring from the surface of such road:

(2.) If the said bridge shall in the opinion of the Corporation darken the said road, then the Corporation may keep the same sufficiently whitewashed and lighted with gas by day as well as by night, and the cost thereof shall from time to time be repaid by the Company to the Corporation:

(3.) All the piers or abutments and foundations of the said bridge shall extend and be made below the surface of the ground to such depth below the level of existing sewers as shall be necessary for the purpose of ensuring the permanent stability of the railway, and as shall be sufficient to allow the Corporation to make and construct, repair or relay, any sewers or drains, and to lay, deposit, maintain, and repair any water or gas mains or pipes which under or by virtue of any Act of Parliament the Corporation are or may at any time hereafter be authorised to lay down, construct, and deposit. The inside face of the piers or abutments of such bridge shall as far as practicable be lineable with the buildings on each side of the said road or street, and if there be no buildings then with the side of the street. The parapets of the said bridge shall be of such height from the level of the rails on each side of the bridge throughout the entire crossing of the said road and for such further extent in length at both ends on each side of the railway as the Corporation shall reasonably require. The said bridge and crossing shall be made and maintained drip dry at all times, and shall in all other respects be kept in complete repair. The Company shall also provide a parapet of such height as the Corporation may reasonably require on any other part of the line constructed under this Act within the said city where the same runs near to a public street:

(4.) The lamp-posts, flags, paving stones, and other materials in any street which may be stopped up or otherwise

interfered with by the Company under the powers of this Act shall remain and be the property of the said Corporation, and may if they shall think fit be removed by them:

(5.) The Company shall pay to the Corporation the value of the land forming the site of all public streets, courts, ways, and passages to be absorbed, stopped up, or appropriated by the Company under this Act, such value to be ascertained under "The Lands Clauses Consolidation Act, 1845:"

(6.) Whenever in execution of the powers in this Act contained it shall be necessary to alter, or interfere with, or disturb any of the sewers or drains, or any of the gas, water, or other mains, or pipes, or apparatus belonging to the Corporation, such alteration in the position or otherwise of any such sewer, drain, or gas, water, or other main, pipe, or apparatus which may be required for the purpose of any works by this Act authorised shall be carried out by and under the direction of the Corporation, but at the expense in all respects of the Company:

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

(8.) The cost of any water and gas pipes 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 such water and gas pipes shall then become the property of the Company:

(9.) The Corporation 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 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 wilful act of the officers or servants of the Corporation:

(10.) If the surveyor of the Corporation and the engineer of the Company shall differ 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

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enactment, then every such difference shall be settled by an engineer to be appointed by the surveyor of the Corporation and the engineer of 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."

Providing for junction line on Preston and Wyre Railway.

**9.** The Company and the London and North-western Railway Company, herein-after called the "two Companies," may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railway herein-after 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 said plans and described in the deposited books of reference as may be required for that purpose; (that is to say,)

(6.) Junction of Lytham branch near Kirkham—

A railway about 1 mile 3 furlongs 5 chains in length, commencing in the township of Medlar-with-Wesham by a junction with the main line of the Preston and Wyre railway, and terminating in the township of Westby with Plumpton by a junction with the Lytham branch of the same Preston and Wyre Railway.

The said railway will be wholly situate in the parish of Kirkham and county of Lancaster, and is in this Act called "the joint line," and with respect to tolls and charges the joint line shall be part of the Preston and Wyre undertaking.

Joint railway to be deemed a part of undertaking of Preston and Wyre Company.

**10.** The committee of management appointed as aforesaid by virtue of the said recited Act of 1849 shall have and exercise with regard to the construction, maintenance, and management of the joint line, and the purchase of lands for the purposes thereof, all the powers and authorities conferred upon the said committee with regard to the undertaking transferred by the same Act, as fully as though the joint line had been a portion of the undertaking so transferred: Provided that all lands which have been acquired or contracted for by the two Companies for the purpose of or which may be used for the joint line shall be applicable to the purposes and subject to the provisions of this Act, and it shall be lawful for the two Companies to apply to the purchase of the said lands the funds which they are by this Act respectively authorised to raise; and all the provisions contained in the said recited Act of 1849 with relation to the undertaking transferred by that Act shall, so far as they are applicable, apply to the joint line as fully as though the same had formed part of the said undertaking.

Rights of two Companies inter se not to be affected.

**11.** Nothing in this Act contained shall directly or indirectly alter or affect the rights, liabilities, or obligations of the two Companies as between themselves with respect to the undertaking of the Preston and Wyre Company.

Inclination of a road.

**12.** In altering for the purposes of this Act the road next hereinafter mentioned the said road may be made of any inclination not steeper than the inclinations herein-after mentioned in connexion therewith; (that is to say,)

| No. on deposited Plan. | Parish. | Description of Road. | Intended Inclination. |
|---|---|---|---|
| 12 Kearsley branch (No. 2.) | Dean - - | Public carriage road - | 1 in 25 and 1 in 9. |

Railways to form part of Lancashire and Yorkshire Railway.

**13.** Subject to the provisions of this Act, all the railways and the works connected therewith executed under the authority of this Act, other than the joint line, shall for the purposes of toll and all other purposes whatsoever be part of the Lancashire and Yorkshire Railway and of the undertaking of the Company.

Notice to be given of taking houses of labouring classes.

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

Powers for compulsory purchases limited.

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

Land for extraordinary purposes.

**16.** The quantity of land to be taken by the Company under the powers of this Act by agreement, in connexion with their undertaking, for the extraordinary purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed twenty acres, and the quantity of land to be taken by the two Companies for the like purpose, in connexion with the joint line, shall not exceed two acres.

Extension of time for com-

**17.** The time granted by the fifth section of "The Lancashire and Yorkshire Railway (Extension of Time, &c.) Act, 1869," for the

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completion of the Clayton West Branch Railway is hereby extended to the first day of August one thousand eight hundred and seventy-five, and the sixth and eighth sections of the same Act, so far as they apply to the same branch railway, are hereby repealed; and if the said branch railway shall not be completed within such extended period, the powers of the Company for making and completing the said branch railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

pleting the Clayton West Branch Railway.

Extension of time for completing Blackburn and Padiham Railway.

**18.** The time granted by the 16th section of "The Lancashire and Yorkshire Railway (New Works and Additional Powers) Act, 1871," for the completion of the Blackburn and Padiham Branch Railway is hereby extended to the first day of August one thousand eight hundred and seventy-five, and the said section and the seventeenth section of the same Act, so far as they apply to the said branch railway, are hereby repealed; and if the said branch railway shall not be completed within such extended period, the powers of the Company for making and completing the said branch railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Penalty unless railways are opened within the time limited.

**19.** If the Company fail to complete the railways which they are herein-before authorised to construct or complete, or if the two Companies fail to complete the joint line which they are herein-before authorised to construct, within the periods respectively limited by this Act for those purposes, the Company or the two Companies (as the case may be) shall be liable to a penalty of fifty pounds a day for every day after the expiration of the periods so limited until the railway in respect of which such default has been made is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such railway; and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section 3 of "The Railway and Canal Traffic Act, 1854;" and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster-General on behalf of the Court of Chancery in England, in the bank named in such warrant or order, and shall not be paid thereout except as hereinafter provided; but no penalty shall accrue in respect of any time

during which it shall appear by a certificate to be obtained from the Board of Trade that the Company or the two Companies (as the case may be) was or were prevented from completing or opening such line by unforeseen accident or circumstances beyond their control respectively; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control. A.D. 1873.

Application of penalty.

**20.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company or the two Companies (as the case may be) by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the consolidated fund of the United Kingdom, or in the discretion of the court, if the Company or the two Companies (as the case may be) is or are insolvent and has or have been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or of the two Companies (as the case may be), or be otherwise applied as part of the assets of the Company or of the two Companies (as the case may be) for the benefit of the creditors thereof.

Period for completion of works.

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

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Compensation for damage to land by entry, &c. for purposes of railway abandoned.

**22.** The abandonment by the Company under the authority of this Act of the portion of the Brighouse branch herein-before authorised to be abandoned shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of railway, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise, as regards such land, of any of the powers contained in "The Railways Clauses Consolidation Act, 1845," or "The Lancashire and Yorkshire Railway (West Riding Branches, &c.) Act, 1866."

Compensation to be made in respect of portions of railways abandoned.

**23.** Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to the portion of railway authorised to be abandoned by this Act, the Company shall be released from all liability to purchase or to complete the purchase of any such lands, but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," as amended by any subsequent Act, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Protection of Messrs. John and James Sharp.

**24.** The Company shall make compensation to John Sharp and James Sharp, of Picklebridge, near Halifax, in the west riding of the county of York, dyers, under the last preceding section.

Additional works of the Company.

**25.** Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown in the deposited plans and sections, the works herein-after described, and may for the purposes thereof make such alterations in the levels of the streets and roads affected thereby as are shown upon the deposited plans and sections, and may stop up such streets and roads as are shown by the said plans and sections as intended to be stopped up, and in addition to any other lands which they are by this Act authorised to acquire, may enter upon and take and use

such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes:

(1.) Works at Bradford—

Works at Bradford.

(*a.*) Subject to the provisions herein-after contained with respect to Caledonia Street, the Company may widen and improve and lay down additional rails on so much of the Lancashire and Yorkshire Railway at and near Bradford as commences in the township of Bowling in the parish of Bradford, about 15 yards north of the spot where the Lancashire and Yorkshire Railway crosses Mill Lane, and terminates in the Company's station at the north side of Bridge Street, in the township, parish, and borough of Bradford; and in connexion with the said works the Company may divert Edward Street, between Croft Street and Chandos Street, and may substitute an open cutting for the existing tunnel of the Lancashire and Yorkshire Railway Company between Croft Street and Chandos Street aforesaid:

(*b.*) The Company may purchase by compulsion or agreement certain lands, buildings, and property in the township and parish of Bradford aforesaid, bounded on the north by Croft Street, on the west by Britannia Street, on the south by and including Chandos Street, and on the east partly by an imaginary diagonal line drawn from Edward Street to the south side of Chandos Street, near the engine shed of the Company, such imaginary line being alongside of the tunnel of the Lancashire and Yorkshire Railway; and on the completion of any such purchase by the Company, so much of the sites of Bedford Street and Chandos Street as is comprised within the lands so proposed to be taken may be stopped up and appropriated to the purposes of the Company, and all rights of way in or over the same portions of streets shall be absolutely extinguished: Provided that if the Company purchase the premises abutting on Croft Street, as shown on their deposited plan, they shall, within six months after obtaining actual possession thereof, dedicate to the public a strip of land, part of such premises, for widening and improving Croft Street of not less

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depth than twelve feet from the present line of buildings for the entire length of the premises so acquired by the Company:

(*c.*) The Company shall not, unless with the previous consent in writing of the mayor, aldermen, and burgesses of the borough of Bradford (who are in this enactment called "the Corporation") under the hand of the town clerk, execute under the provisions of this Act any works between Mill Lane and Bridge Street until they shall have carried, and they are hereby empowered to carry Caledonia Street over the Lancashire and Yorkshire Railway by means of a bridge, with the necessary approaches and works connected therewith. The alteration of the said street shall begin at about the spot where Vulcan Street joins Caledonia Street, in the township of Horton, and shall terminate at or about the spot where Fitzwilliam Street joins Caledonia Street in the township of Bowling. The said bridge shall (subject to the next following paragraph) be of a width of not less than thirty-two feet between the parapets thereof, and the approaches thereto shall also be of the clear width of thirty-two feet:

(*d.*) If the Corporation of Bradford desire that the said bridge and approaches, or either of them, shall be of a greater width than thirty-two feet and not exceeding thirty-six feet, and if they are willing to bear the additional cost consequent upon such increased width, the Company shall construct the said bridge and approaches of the width prescribed by the Corporation not exceeding thirty-six feet. Before commencing the work the Company shall give notice in writing to the Corporation of the intention of the Company to proceed therewith, and within one month thereafter the Corporation may give notice in writing to the Company of the width of the bridge and approaches within the limits aforesaid which the Corporation require, and such requirement shall be complied with by the Company, but if no such notice be given by the Corporation then the Company shall make the bridge and approaches of the clear width of thirty-two feet as aforesaid. And in the event of the Corporation requiring the width of the bridge to be increased the

Company shall, when the said bridge and approaches are completed, certify to the Corporation in writing under the hand of the engineer of the Company the additional cost incurred by them in consequence of the construction of the said bridge and approaches of a greater width than thirty-two feet; and the Company shall, if required, produce to the Corporation the necessary deeds, documents, and vouchers to prove such additional cost; and the amount thereof shall be paid to the Company by the Corporation out of their borough fund, or borough rate, to be levied by them in their corporate capacity, or by borrowing on the credit of the said fund or rate: Provided that if the Corporation and the Company differ concerning the amount to be paid by the Corporation, the question between them shall be referred to the engineer of the Company and to the borough surveyor as arbitrators, or if they cannot agree then to some engineer to be appointed by them as umpire, or failing agreement as to such appointment by an engineer to be appointed upon the application of either party by the Board of Trade; and the decision of the said arbitrators or umpire, as the case may be, shall be binding on both parties:

(*e.*) The Company may construct a short street about thirty-five yards in length at the north-west end of Gordon Street, such new street being parallel to Caledonia Street, and intended to form the means of communication between the two streets: Provided that the gradient of the said new street be not steeper than 1 in 12:

(*f.*) When the said alteration of Caledonia Street is completed it shall no longer be lawful to cross the Lancashire and Yorkshire Railway at Caledonia Street upon a level; and the site of the existing level crossing, or so much of the said site as does not now belong to the Company, shall be appropriated by and belong to the Company; and Caledonia Street when altered as aforesaid, and the said new street in continuation of Gordon Street, and the said widening of Croft Street, shall thenceforth be deemed public highways, and shall be maintained and repaired by and under the control of the street authority of Bradford. The

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structural works of the bridge and approaches shall be maintained and repaired by the Company:

(*g.*) In erecting any building or constructing any works in the borough of Bradford on lands and property by this Act authorised to be purchased or taken in the parish and borough of Bradford, the provisions of "The Railways Clauses Consolidation Act, 1845," contained in the sections 18 to 23 inclusive, shall apply to all sewers, watercourses, water pipes, or gas pipes, and all sewers, mains, and other pipes of the Corporation. Whenever in those sections the word "company" or "society" is used, the same shall, for all the purposes of the said Act, be held to extend to and include the Corporation, and the word "railway" in that Act shall apply to and include the building and works erected or constructed on the lands and property authorised to be purchased or taken in Bradford aforesaid. And wherever the sewers, mains, or pipes of the Corporation shall be severed or interfered with by the works authorised by this Act, and wherever 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 the severance or interference, be laid by the Corporation at the expense of the Company.

Road at Lowmoor.

(2.) Alteration of road at Lowmoor—

The Company shall, within three years after the passing of this Act, at or near the spot where the Lowmoor branch of the Leeds and Whitehall turnpike road crosses their railway upon the level near the Lowmoor station in the township of North Bierley, in the said parish of Bradford, construct a new road over their railway, with all necessary works and approaches, in substitution for the level crossing thereof by the existing turnpike road:

The said new road shall commence about one hundred and fourteen yards north-west of the centre of the said railway at the said point of crossing, and shall, subject to the provisions herein-after contained, terminate about two hundred and thirty-seven yards south-east of the said point; and the Company may, when the new or substituted road has been completed and opened to the public, stop up that portion of the existing turnpike road for which the new road will be substituted, and they

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may appropriate the soil of the said portion of the existing road to the purposes of the Company, and all rights of way over the said portion of the existing road so stopped up shall be absolutely extinguished:

The Company shall build the bridge for constructing the said new road and make the approaches thereto in the manner shown upon the deposited plans; provided that they shall extend the approach on the south-eastern side of the said point of crossing to any point required by the Local Board of Health for the district of North Bierley aforesaid, if the said Local Board at their own expense provide the land required for such extension, and pay for any work in excess of that contemplated by the deposited plans; and in the event of the Local Board requiring the extension of the approach beyond two hundred and thirty-seven yards, the Company shall not be required to maintain any part of the said extension beyond that distance. And the said Local Board may, out of their district or any other rate, defray any expense incurred by them under this section.

(3.) Alteration of road at Blackburn—

Road at Blackburn.

The Company may construct a new street or road wholly in the township and parish of Blackburn, in Lancashire, commencing in Hamilton Street, at about $2\frac{1}{2}$ chains from the corner of that street and Charles Street, crossing underneath the railway of the Company, and terminating in Queen Elizabeth Street, near the spot where Taylor Street adjoins Queen Elizabeth Street, together with all necessary works and approaches for carrying the said road under the railway; and when the said new road is completed and opened to the public the Company may stop up so much of Captain Nolan Street as crosses their railway upon the level, and may appropriate the soil of the said portion of street to the purposes of the Company, and all rights of way in or over the same shall be absolutely extinguished. The Company may make the bridge or arch for carrying the said new street or road under the railway of any height not less than 13 feet from the surface of the said street, and the said new street or road may be made with any inclination not steeper than 1 in 14 on one side, and 1 in 19 on the other side:

The said new road shall be constructed under the railway to a width of at least twelve yards:

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In the construction of the new street or road in the said township and parish of Blackburn by this Act authorised, the Company shall not permanently obstruct the passage of the water now flowing through the existing watercourse from Captain Nolan Street to the River Darwen, in the said parish and township, which watercourse runs through the land authorised to be taken by the Company for the purposes of the said new street or road, and shall simultaneously with the construction of the said new street or road construct a proper and sufficient culvert or drain under the said new street or road for the purpose of preserving the passage of the said water under such street or road, and shall during the construction of such new street or road adequately provide for the flow of the said water.

Road at Clitheroe.

(4.) Alteration of road at Clitheroe—

The Company may make a new road wholly in the township of Clitheroe and parish of Whalley, in Lancashire, commencing at or near the north corner of the bridge carrying the Lancashire and Yorkshire Railway over Baudlands Road, and terminating at a point about 63 yards northward of the said railway by a junction with the occupation road there leading to the Clitheroe Gasworks; and from and after the completion and opening to the public of the said new road it shall not be lawful to cross the railway by the said occupation road, and all rights of way in, and over so much of the said occupation road as lies between a point 45 yards north of the junction of the said occupation road with Baudlands Road and the junction herein-before described of the proposed new road with the said occupation road shall be extinguished, and the soil and site of the portion of road so stopped up as aforesaid, or such portion thereof as is not now the property of the Company, shall be vested in the Company, and the said new road when formed shall until the same become repairable by or on behalf of the public be maintained and repaired by the Company.

Power to deviate in construction of new roads.

**26.** The Company may, in constructing the new roads herein-before authorised, deviate to the extent of the limits of deviation marked on the deposited plans, and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet.

For protection of burial ground in Bridge-st., Bradford.

**27.** If the Company shall enter upon and take for the purposes or under the powers of this Act any part of the burial ground of the Society of Friends, in Bridge Street, in the borough of Bradford, and shall remove any remains now buried therein, they shall observe and obey such precautions and directions for the protection of the men employed and the preservation of decency as the Secretary of State for the Home Department shall direct. The remains removed shall so far as possible be re-interred in such parts of the burial ground as can be opened to the depth of five feet without the disturbance of other remains or the exposure of coffins, and such remains as cannot be re-interred in the same burial ground shall be enclosed for removal in shells well pitched, and be re-interred in the Undercliffe Cemetery in Bradford, at the expense of the Company.

Providing for purchase of Friends Meeting House, &c.

**28.** If the Company shall require to enter upon and take under the powers of this Act any part of the property, No. 23, in the parish of Bradford, on that part of the deposited plans which relate to "widening the line at Bradford," they shall, if so required by the trustees of the Friends Meeting House, at Bradford, under the hands of any two of the said trustees, purchase all the property belonging to the said trustees which is coloured blue on a plan signed by John Wilson, one of the said trustees, on behalf of the same trustees, and by Sturges Meek on behalf of the Company; and the Company shall not be required to take any part of the property of the said trustees which is coloured red on the said plan, but they shall build and maintain a good and sufficient wall of stone laid in lime, not less in height than six feet nor in breadth than eighteen inches, with copings laid in lime, to the reasonable satisfaction of the said trustees, so far as such wall is required to enclose such last-mentioned property from the property which may be taken by the Company.

Confirming agreement in first schedule.

**29.** The agreement set forth in the first schedule to this Act, and made between the Company of the first part; the Local Board of Health for the district of Newton Heath, near Manchester, of the second part; the Dean and Canons of Manchester of the third part; and the President, treasurers, deputy treasurers, benefactors, and subscribers of and to the Manchester Royal Infirmary, Dispensary, and Lunatic Hospital or Asylum of the fourth part, is hereby confirmed as in such schedule set forth, and the same shall be binding on the Company and the other parties thereto, and be carried into effect accordingly:

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Subject to the following limitation:

Nothing contained in this Act, or in the sixth article of the said agreement, shall authorise the lowering of the road surface under the girder bridge mentioned in the said article, or any alteration of the gradients of the approaches of the road on each side toward the part immediately under the said girder bridge.

Power to purchase additional lands.

**30.** 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 for the purposes of their undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference; (that is to say,)

Land at Blue Pits:

Certain lands, buildings, and property situate wholly in the township of Castleton in the parish of Rochdale, in Lancashire, bounded on the east mainly by the Rochdale Canal, on the south by the turnpike road from Middleton to Rochdale, which lands are traversed by and abut upon the Lancashire and Yorkshire Railway station and works at Blue Pits.

Land at Prestwich:

Certain lands, buildings, and property situate wholly in the township of Prestwich and parish of Prestwich-cum-Oldham, in Lancashire, bounded on the south by Back Lane, and adjoining certain dwelling-houses known as Beech Tree Bank, belonging or reputed to belong Mr. Robert Neill, and occupied by Messrs. David Bles and Edward Hollings respectively.

Land at Low Moor:

Certain lands situate at Low Moor and wholly in the township of North Bierley, in the parish of Bradford, in the west riding of Yorkshire, bounded on the west by the railway and property of the Company, and on the south by the Low Moor branch of the Leeds and Whitehall turnpike road.

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

**31.** And whereas in the construction of the railways and works hereby authorised it may happen that portions only of the lands, buildings, or manufactories shown on the deposited plans will be sufficient for the purposes of the same, and that such portions may be severed from the remainder of the said properties without material detriment thereto: Therefore, notwithstanding section 92 of "The Lands Clauses Consolidation Act, 1845," the owners of and

persons interested in the lands, buildings, or manufactories described in the second schedule to this Act, and whereof parts only are required for the purposes of this Act, may be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof, the Company paying for the portions required by them, and making compensation for any damage sustained by the owners thereof by severance or otherwise.

Power to take easements, &c. by agreement.

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

Power to raise additional capital.

**33.** 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 such sums of money as they shall think necessary, not exceeding one million eight hundred 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 either wholly or partially as ordinary, or wholly or partially as preferential shares, as they may think fit.

Shares not to be issued until one fifth part paid up.

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

Qualifications of new shares.

**35.** Except as by or under the powers of this Act otherwise provided, the new shares 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 of

**36.** If by any other Act passed in the present session of Parliament, whether before or after the passing of this Act, the Company be authorised to raise any capital by new shares, then, subject to the

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provisions of the other Act and this Act respectively, the Company, if they think fit, may raise by the creation and issue of new shares of one and the same class all or any part of the aggregate capital which they are by the other Act and this Act respectively authorised to raise by the creation and issue of new shares.

this session and this Act by new shares of one class.

Power to borrow on mortgage.

**37.** The Company may from time to time borrow on mortgage of their undertaking additional sums not exceeding in the whole six hundred thousand pounds in respect of the additional capital of one million eight hundred thousand pounds by this Act authorised to be raised: Provided, that in respect of every one hundred thousand pounds of such additional capital created and subscribed for, issued and accepted, and one half whereof shall have been paid up, the Company may borrow a sum or sums not exceeding in the whole thirty-three thousand pounds; but no part of any of the before-mentioned sums of thirty-three thousand pounds shall be borrowed until the Company shall have proved to the justice who is to certify under the 40th section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the portion of the said additional capital of one million eight hundred thousand pounds, in respect of which the borrowing powers are sought to be exercised, has been issued and accepted, and that one half of such portion has been paid up, and that such capital was issued bonâ fide, and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, 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.

Existing mortgages to have priority.

**38.** All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and which shall be subsisting at the time of the passing of this Act, shall during the continuance of such mortgages have priority over any mortgages to be granted by virtue of this Act; but nothing in this section contained shall affect any priority of the interest of debenture stock at any time created and issued by the Company.

Power to apply corporate funds to purposes of Act.

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

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Debenture stock.

**40.** 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 mortgages granted after the passing of this Act.

Application of moneys.

**41.** All moneys raised by the Company under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act and for the general purposes of the Company.

For appointment of a receiver.

**42.** Whereas by the 31st section of "The Lancashire and Yorkshire Railway (Ripponden Branch Extension, &c.) Act, 1870," every provision in any previous Act whereby powers were granted to the creditors of the Company with respect to the appointment of a receiver were repealed; the same section is hereby repealed, and in the stead thereof be it enacted as follows: the mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; in order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than fifty thousand pounds in the whole.

Power to London and North-western Railway Company to raise additional money by creation of shares;

**43.** The London and North-western Railway Company from time to time may raise, for the purposes of the joint line, by the creation and issue of shares, such sums of money as they shall think necessary, not exceeding ten thousand pounds, exclusive of the moneys which they are or may be authorised to raise by any other Act or Acts of Parliament, and they may create and issue such shares either wholly or partially as ordinary, or wholly or partially as preferential shares, as they may think fit.

such shares not to be issued until one fifth part paid up.

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

Except as otherwise provided, all new shares of London and North-western Com-

**45.** The share capital created by the London and North-western Railway Company under this Act, and the shares therein, and the holders of those shares respectively (except any share capital and shares therein to which a preferential dividend is attached, and the holders of those shares respectively), shall be subject and entitled to

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pany to be subject to same incidents as ordinary shares.

the same powers, provisions, forfeitures, liabilities, rights, privileges, and incidents whatsoever in all respects as if that capital were part of the now existing ordinary share capital of the London and North-western Railway Company, and those shares were shares in that ordinary capital.

Dividends on new shares of London and North-western Railway Company.

**46.** Every person who becomes entitled to a share created by the London and North-western Railway Company under this Act, shall in respect of the same be a shareholder in that Company, and shall be entitled to a dividend, either preferential or ordinary, as the case may be, with the other holders of shares of the same class or description proportioned to the whole amount from time to time called and paid on such new shares.

Votes and qualifications in respect of new shares of London and North-western Railway Company.

**47.** The holders of the shares in the London and North-western Railway Company, created under this Act, shall have rights of voting and qualifications in respect thereof, on the principle that each sum of one hundred pounds paid up in respect of the shares held by any such holder shall be deemed equivalent to one original share of one hundred pounds in the capital of that Company, as prescribed by their Act of incorporation (9 and 10 Vict. cap. 204.): Provided, that no person shall be entitled to vote in respect of any less amount than one hundred pounds paid up; provided also, that (unless otherwise specified in any resolution of that Company) no person shall be entitled to vote in respect of any share created or issued under this Act, to which a preferential dividend shall be assigned.

London and North-western Railway Company may create and issue stock in lieu of shares.

**48.** The London and North-western Railway Company may raise by the creation of stock the money which they are by this Act authorised to raise by the creation of shares or any part thereof.

The London and North-western Railway Company may create and issue such stock either wholly or partially as ordinary or wholly or partially as preferential stock, as they may think fit; and all the provisions of this Act with respect to the shares by this Act authorised to be created and the holders thereof shall, so far as applicable, apply to the stock created under the authority of this present enactment, and to the respective holders thereof, as fully and effectually as if those provisions were re-enacted in respect of that stock and the respective holders thereof.

New shares of London and Morth-western Railway Company under this

**49.** Subject to the provisions of any Act already passed by which the London and North-western Railway Company are authorised to raise capital by new shares, 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 they may

be authorised to raise capital by new shares, the London and North-western Railway Company may, if they think fit, raise by the creation and issue of new shares 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.

Act and any other Act of past or present session may be of same class.

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

Receipt clause in case of persons not sui juris.

**51.** The London and North-western Railway Company may from time to time borrow on mortgage for the purposes of the joint line, in addition to the sums which they are already authorised to borrow, or which they may be authorised to borrow by any other Act or Acts of Parliament, any sum not exceeding in the whole three thousand three hundred pounds, but no part thereof shall be borrowed until the whole of the capital by this Act authorised to be raised by that Company by shares or stock is issued and accepted, and one half thereof is paid up, and the London and North-western Railway Company have proved to the justice who is to certify under the 40th section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that shares or stock for the whole of such capital have been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share or the whole of the stock in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such shares or stock were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors and administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same.

Power of London and North-western Railway Company to borrow.

Upon production to such justice of the books of the London and North-western Railway 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.

**52.** The London and North-western Railway 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

London and North-western Railway Company may create debenture stock.

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by the London and North-western Railway Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by that Company, and shall have priority over all principal moneys secured by mortgages granted by them after the passing of this Act.

Existing mortgages to have priority.

**53.** All mortgages or bonds granted or to be granted under the authority of any former Act relating to the London and North-western Railway Company shall, during the continuance thereof, 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 London and North-western Railway Company.

Application of moneys raised by London and North-western Railway Company.

**54.** All moneys raised by the London and North-western Railway Company under the powers of this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied by that Company to the purposes of this Act and to the general purposes of that Company only.

Interest not to be paid on calls paid up.

**55.** Neither of the two Companies shall, out of any money by this Act authorised to be raised, pay interest or dividend 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 either Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

**56.** Neither Company shall, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising either Company to construct any other railway or to execute any other work or undertaking.

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

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

Expenses of Act.

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

## SCHEDULE I.



ARTICLES OF AGREEMENT made the fourteenth day of May one thousand eight hundred and seventy-three, between the Lancashire and Yorkshire Railway Company (herein-after referred to as "the Company") of the one part; the Local Board of Health for the district of Newton Heath, near Manchester, herein-after referred to as the "Local Board," of the second part; 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 third part; and the President, treasurers, deputy treasurers, benefactors, and subscribers of and to the Manchester Royal Infirmary, Dispensary, and Lunatic Hospital or Asylum (herein-after referred to as "the Infirmary") of the fourth part.

WHEREAS the Company have a Bill how pending in the House of Commons, intituled "A Bill for conferring further powers on the Lancashire and Yorkshire "Railway Company, and for other purposes relating to that Company and to the "Preston and Wyre Railway," and by such Bill they propose to obtain power to make (among other railways and works) the railway and works described in the said Bill, as follows, namely, (2.) "Loop line, Manchester. A railway about 1 mile 4 furlongs and 3·10 chains in length, commencing by a junction with railway No. 3, authorised by 'The Lancashire and Yorkshire Railway (New Works and Additional Powers) Act, 1872,' in the township of Cheetham, in the parish of Manchester, and terminating by a junction with the main line of the Lancashire and Yorkshire Railway, in the township of Newton, in the parish of Manchester aforesaid," and they did also propose to obtain power to execute another work called "Widening of Hunts Bank Incline," but the Company have for the present withdrawn the power to make such last-mentioned work:

And whereas the said loop line, Manchester, (herein-after referred to as the said "loop line" or "the projected railway") will, if made, pass through land belonging to the dean and canons, occupied by the infirmary, part of an estate at Newton Heath, near the city of Manchester, delineated on the plan hereunto annexed, and the dean and canons and the infirmary have presented separate petitions to the House of Commons praying to be heard by counsel before the Committee to whom the said Bill might be referred against the preamble of the said Bill and against such of the clauses and provisions thereof as affected injuriously their rights and interests, and in support of the introduction of such other clauses and provisions as they might consider necessary for their protection:

And whereas the projected railway will interfere with certain roads and footpaths within the said lands under the jurisdiction of the Local Board, who have

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presented a petition praying to be heard by counsel before the said Committee against the preamble and certain of the clauses thereof:

And whereas the Company are desirous that the Local Board, the dean and canons, and the infirmary should relinquish their several oppositions to the said Bill, and the Company have accordingly proposed to them that, provided they will withdraw their oppositions, the Company will enter into an arrangement or agreement herein-after expressed or contained, to which proposal they have severally and respectively assented:

Now, therefore, these presents witness, that for the considerations aforesaid, and for and in consideration of the agreements of the Local Board, the dean and canons, and the infirmary, herein-after contained, the Company do hereby undertake and agree to and with the Local Board, the dean and canons, and the infirmary respectively, that if the said Bill shall be passed into a law, and the Company construct the said projected railway, they will observe, perform, fulfil, and abide by the stipulations and agreements following; (that is to say,)

1st. Simultaneously with the construction of the said projected railway, the Company shall make or cause to be made, on land provided by the said dean and canons, the new roads each fourteen yards wide, shown on the plan hereto annexed, from the point marked B to the point marked A, and from the point marked B′ to that marked A′, and such roads shall be respectively laid out, formed, sewered, paved, and flagged, with such levels and gradients, except the levels and gradients of the bridge herein-after provided for by clause 4, and marked No. 1 on the said plan, and with such paving, flagging, and sewering, and fenced with such fencing as shall be fixed by the surveyor of the dean and canons, and approved of by the Local Board, and the cost when and as approved of by the dean and canons, and when and as ascertained, of laying out, forming, sewering, paving, flagging, and fencing as aforesaid, of such roads shall be charged to the dean and canons against the price of the lands taken from them by the Company.

2. The Company and the dean and canons respectively shall, in substitution for the existing footpaths traversing the lands shown on the said plan, make and form the footpaths following:

1. The Company shall at their own expense, and on land to be provided by them, form and complete to the reasonable satisfaction of the Local Board, footpaths of nine feet in width, in the directions and positions coloured black on the said plan.

2. The dean and canons shall at their own expense, and on land to be provided by them, form and complete to the reasonable satisfaction of the Local Board, footpaths of nine feet in width, in the directions and positions coloured red on the said plan.

3. On the completion to the reasonable satisfaction of the Local Board of the said roads B to A, and B′ to A′, and of the said footpaths coloured black and red, according to the stipulations herein-before contained, the whole of the several roads and footpaths coloured green on the said plan shall be closed and stopped up and the sites thereof shall vest in the dean and canons, subject to the provisions of these presents, without any allowance for the same.

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4. The proposed bridge for carrying the existing Monsall Lane over the said loop line shall be abandoned, and a girder bridge with a roadway of the clear width throughout of forty-two feet between the parapets, and with approaches from each side in the line of such new road as aforesaid from B to A on the said plan, having gradients from the level to the top of the roadway over the bridge nowhere exceeding 1 in 25, shall be made at the point and in the direction of the bridge marked bridge No. 1 on the said plan, by and at the expense of the Company.

5. There shall be made by and at the expense of the Company, when and as required by the dean and canons, at each of the points marked on the said plan "bridge No. 2" and "bridge No. 3" respectively, and for carrying each of the projected roads there shown over the said loop line, a girder bridge with a roadway of the clear width throughout of thirty feet between the parapets, and with approaches on each side in the line of each projected road, as shown on the said plan, having gradients from the level to the top of the roadway over the respective bridges nowhere exceeding 1 in 25.

6. The Local Board, the dean and canons, and the infirmary respectively will give up all their interest (whatever the same may be) in the bridge marked "Wellocks Bridge" on the said plan, and the road over the said bridge, and the continuation of such road, and all claim in respect of the passing of the said projected railway over such road, as shown on the said plan, in consideration, first, of one hundred pounds to be paid to the infirmary by the Company (which sum the Company agree to pay within one calendar month next after they commence the construction of the said projected railway), and, next, of the conversion, by and at the expense of the Company, within six calendar months after the said loop line shall be opened for traffic, of the bridge marked on the said plan "Monsall Bridge," carrying the Company's existing railway over Monsall Lane, into a girder bridge having a single span, leaving a roadway underneath with a clear unbroken width of forty-two feet all the way between the supporting walls on each side, and a clear headway of fifteen feet between the highest part of the road surface and the lowest part of such girder bridge, and shall, if and so far as requisite, lower the road surface under such girder bridge so as to obtain the clear headway aforesaid, and the approaches of the road on each side toward the part immediately under such girder bridge, so as to have gradients to the reasonable satisfaction of William Raby, of Manchester, surveyor, or other the surveyor for the time being of the Local Board.

7. The Company shall, if they construct the projected railway, purchase from the dean and canons the land coloured brown on the said plan, and also whatever land may be required by the Company for the formation of the said projected railway, with the necessary slopes and cess between the points marked X and Y on the said plan (exclusive of buildings which the dean and canons are to be entitled to remove at their own cost).

8. The price to be paid by the Company to the dean and canons for the said land shall, at the option of the Company, to be declared in writing within three calendar months from the date of the royal assent to the Bill, be a sum equal to twenty-two and a half years purchase of an annual ground rent of fourpence per superficial square yard, to include severance damage, and any damage that

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may be sustained by reason of the execution of the works, or such price and severance or other damages shall be ascertained by arbitration pursuant to "The Lands Clauses Consolidation Acts." In either event such price shall remain in the hands of the Company until the completion by them of the new roads, the cost of which is to be charged against such purchase money, and the receipt by the Company of a written notice from the dean and canons requiring payment thereof. Such purchase money shall carry interest at the rate of four pounds per centum per annum payable half-yearly from the date of the Company's taking possession of the land until paid.

9. The Company shall leave open and unbuilt upon the portions of said land coloured brown, represented on the said plan as street land, and when and as required by the dean and canons, make, form, sewer, pave, and flag the same to the reasonable satisfaction of the Local Board.

10. The Company shall bear, pay, and discharge all the costs and expenses which shall be incurred by the dean and canons in or about the deduction and verification of the title to the said land, and also the costs and expenses of or incidental to the preparation and execution of all conveyances and assurances whatsoever which may be necessary for vesting the same in the Company.

11. And these presents further witness, that in consideration of the agreements herein-before contained on the part of the said Company, the Local Board, the dean and canons, and the infirmary do hereby respectively agree with the Company that they will withdraw their respective petitions against the said Bill, and generally will not oppose the passing of the same or the making of the said projected railway.

And, lastly, the dean and canons and the infirmary will, on payment by the Company of the purchase and compensation money to be paid by them pursuant to these presents, for and in respect of all lands which they may require for the purposes of their projected railway and works, make and execute and cause to be made and executed all such conveyances, assurances, and other instruments whatsoever, for the purpose of vesting the same lands and the fee simple thereof in possession, free from incumbrances, in the Company, as shall be required by the solicitors or counsel of the same:

Provided always, and it is expressly agreed, that nothing in these presents contained shall in anywise operate to bind or compel the dean and canons to compensate out of their own moneys any yearly tenant or occupier for the time being of the lands which may be required and purchased by the Company as aforesaid, or any part thereof, but that such yearly tenant or occupier shall be paid by the Company such compensation as they respectively may be entitled to:

Provided also, that nothing herein contained shall be construed to prevent or restrict the dean and canons, as owners of lands adjoining the said projected railway and works, from availing themselves of the benefit of any provision contained or to be contained in the Act to be obtained by the Company, or any Act incorporated therewith, requiring the Company to make and maintain proper and sufficient works (other than bridges and roads) for the accommodation of the owners and occupiers of lands adjoining the said railway and works.

12. The Company consent to a copy of this agreement being added by way of schedule to the Bill, and to the insertion of a clause therein confirming the same.

In witness whereof the said parties hereto have hereunto affixed their respective common seals.

B. M. Cowie,
Dean;
W. Crane,
Registrar.

Seal of Dean and Canons.

Sealed with the common seal of the Dean and Canons of Manchester, in the presence of
Wm. Orford,
Chapter Clerk.

Sealed with the common seal of the Manchester Royal Infirmary, in the presence of
Benjamin Brown,
Secretary.

Seal of the Infirmary.

Peter Spence,
William Whatmough,
Robert Lancashire,
J. M. Elliott,
Alex. Grimshaw,
} Members of the Local Board.

Sealed with the common seal of the Local Board, and signed by five Members thereof, in the presence of
John Nield,
Clerk to the Board.

Seal of the Newton Heath Local Board.

Passed under the common seal of the Lancashire and Yorkshire Railway Company, in the presence of
J. H. Stafford,
Secretary's Office.

Seal of the Lancashire and Yorkshire Railway Company.

A.D. 1873.

## SCHEDULE II.

Describing lands, buildings, and manufactories of which portions only are required.

| Township or Parish. | Numbers on deposited Plans. |
|---|---|
| **Extension of Hollinwood Branch to Oldham.** | |
| Chadderton Township | 18, 32, 37, 38, 65, 73, 88, 106. |
| Oldham Township | 32, 33, 35. |
| **Loop Line, Manchester.** | |
| Cheetham Township | 4, 23, 25. |
| Manchester Township | 87. |
| **Kearsley Branch (No. 1).** | |
| Kearsley Township | 13, 22, 40, 42, 60, 61, 69, 78, 79. |
| **Kearsley Branch (No. 2).** | |
| Kearsley Township | 11. |
| **Land at Blue Pits.** | |
| Castleton Township | 11, 12, 13, 14. |
| **Crossing of Caledonia Street, Bradford.** | |
| Bowling Township | 2, 3, 8. |
| **Alteration of Road at Low Moor.** | |
| North Bierley | 16. |

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