CHAPTER lxxxv.

An Act for conferring further powers on the Lancashire and Yorkshire Railway Company with relation to their own undertaking and upon that Company and the London and North Western Railway Company with relation to the Preston and Wyre Railway and for other purposes. [13th July 1899.] A.D. 1899

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

To widen and improve certain portions of their railway;

To make and maintain the works herein-after described;

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 powers of the Company for the completion of Railway No. 2 authorised by the Lancashire and Yorkshire Railway Act 1891 should be extended as provided by this Act: 54 & 55 Vict. c. xciv.

And whereas it is expedient that the Company should be enabled to abandon the construction of Railways Nos. 1 and 2 authorised by the Lancashire and Yorkshire Railway Act 1893 and the new railway authorised by section 4 of the Lancashire and Yorkshire and London and North Western Railway Companies Act 1896: 56 & 57 Vict. c. xcv. 59 & 60 Vict. c. cxxxiv.

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And whereas the undertaking of the Preston and Wyre Railway Harbour and Dock Company is vested in the Company and the London and North Western Railway Company (in this Act called "the two companies") in the proportion of two-third parts thereof in the Company and one-third part thereof in the London and North Western Railway Company (in this Act called "the North Western Company") and the said undertaking is managed by a committee appointed by the two companies and called and in this Act referred to as "the committee of management" and it is expedient that the two companies should be empowered to exercise the powers in this Act mentioned in connexion with the said undertaking herein-after referred to as "the Preston and Wyre undertaking":

And whereas it is expedient that the time prescribed for the sale of lands acquired by the Company and by the Company jointly with other companies under the powers of various Acts and not yet applied to the purposes of the undertakings in respect of which they were so acquired should be extended:

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 widenings 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 widenings 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 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 (Various Powers) Act 1899.

Incorporation of general Acts.

2. The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (Construction of a railway) and Part II. (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.

Applying certain provisions of 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 (as amended by subsequent Acts) 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.

Power to widen portions of railway.

5. Subject to the provisions of this Act the Company may make and maintain wholly in the county of Lancaster in the lines and according to the levels shown on the deposited plans and sections the widenings of portions of their existing railways (including in such widening the altering and improving of and the laying down of additional lines of rail upon the said portions) and works hereinafter described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take

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and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes (that is to say) :—

Widening Main Line at Middleton Junction.

(a) A widening of the main line of railway of the Company wholly situate in the parish and urban district of Chadderton commencing by a junction with the said railway at a point about 60 yards south of the bridge carrying that railway over Grimshaw Lane and terminating by a junction with the said railway at a point about 170 yards north of the junction therewith of the Middleton Branch Railway of the Company.

Widening of Middleton Branch Railway.

(b) A widening of the Middleton Branch Railway of the Company wholly situate in the said parish and urban district of Chadderton commencing at the junction of the said branch railway with the main line of the Company and terminating at the west side of the bridge carrying the said branch railway over Green Lane (otherwise Joshua Lane).

Widening Rainford Junction to Orrell.

(c) A widening of the Liverpool and Bury Railway of the Company commencing in the parish and urban district of Rainford by a junction with that railway at a point about 56 yards measured along that railway in a south-westerly direction from the junction therewith of the Skelmersdale Branch Railway of the Company and terminating in the parish of Winstanley in the urban district of Billinge by a junction with the said railway at a point about 350 yards east of the easterly end of the Orrell Station platforms.

Widening at Pemberton.

(d) A further widening of the Liverpool and Bury Railway of the Company wholly situate in the parish and urban district of Pemberton commencing by a junction with that railway at a point about 90 yards east of the Bankes' siding signal cabin and terminating by a junction with the said railway at a point about 104 yards east of the bridge carrying Little Lane over the said railway.

Height of bridges.

6. The Company may make the arches of the bridges for carrying the widenings over the roads next herein-after mentioned of any heights not less than those herein-after mentioned in connexion therewith respectively (that is to say) :—

No. on deposited Plan.	Parish.	Description of Road.	Height.
		WIDENING MAIN LINE AT MIDDLETON JUNCTION.	ft. in.
18	Chadderton -	Public - -	13 9
		WIDENING OF MIDDLETON BRANCH RAILWAY.	
76	Chadderton -	Public - -	12 4

Inclination of roads.

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

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
		WIDENING MAIN LINE AT MIDDLETON JUNCTION.	
43	Chadderton - -	Public - -	1 in 17.
		WIDENING RAINFORD JUNCTION TO ORRELL.	
37	Upholland - -	Public - -	1 in 17.

Easement for additional tunnels.

8. Where the widening of the railway of the Company from Rainford Junction to Orrell is shown upon the plans and sections deposited with the clerk of the peace for the county of Lancaster for the purposes of this Act as intended to be constructed in tunnel at a depth of forty feet and upwards between the crown of the tunnel and the surface of the ground the Company may for the purpose of widening the said railway by the construction of one or more additional tunnels purchase and acquire an easement through or under the lands or hereditaments shown on those plans and numbered respectively thereon and in the deposited books of reference 58 61 63 64 and 65 in the parish and urban district of Upholland in the said county of Lancaster without being obliged

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to purchase the land over such tunnel or any houses buildings or premises thereon respectively.

Nothing in this Act shall be construed as authorising the Company to convert any such tunnel into open cutting.

Widenings to form part of Lancashire and Yorkshire Railway.

9. Subject to the provisions of this Act the widenings of the Company's 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.

Company not liable to repair surface of road gradient of which is not increased.

10. 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 which shall be carried over the widenings herein-before authorised 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.

Protection of gas and water mains of local authorities.

11. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if local authority were mentioned in those sections in addition to "company or society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

For protection of corporation of Oldham.

12. In constructing and maintaining the works by this Act authorised and in exercising any of the powers by this Act conferred upon the Company the following provisions for the protection of the mayor aldermen and burgesses of the borough of Oldham (hereinafter referred to as "the corporation") shall unless otherwise agreed upon between the Company and the corporation apply and have effect with regard to any works by this Act authorised to be executed within the gas limits of supply of the corporation:—

(1) If the Company shall interfere with any gas mains or pipes of the corporation all alterations of the same and all additional mains and pipes rendered necessary by any of the works authorised by this Act shall respectively be made and laid at the expense of the Company by the corporation in accordance with plans to be previously submitted by the Company to and reasonably approved by the engineer of the corporation Provided that if he fail to signify his approval or disapproval or to state his requirements with respect to such

plans within twenty-one days after the deposit thereof at his office in Oldham he shall be deemed to have approved thereof:

(2) If any difference should arise between the corporation and the Company with reference to any of the matters provided for by this section the same shall be settled by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protection of Chadderton Urban District Council.

13. In carrying out the works by this Act authorised in the urban district of Chadderton the following provisions for the protection of the urban district council of Chadderton (in this section called "the council") shall unless otherwise agreed between the council and the Company have effect (that is to say):—

(1) The Company in carrying out the widening of the railway at Middleton Junction by this Act authorised shall reconstruct the bridge carrying the Company's existing railway over Grimshaw Lane and shall construct the new bridge for carrying that railway and the widening by this Act authorised over Grimshaw Lane in a line to be reasonably approved of by the council of a clear span of not less than thirty-six feet and with a headway of not less than thirteen feet nine inches throughout the whole length and width of the bridge measured from the present surface of the road at the place of crossing:

(2) For the purpose of affording light under the same bridge the Company shall make and maintain a deck light in or near to the centre of the bridge of a uniform width of three feet for the full span of the said bridge:

(3) The council shall on the completion of the new bridge over Grimshaw Lane pay to the Company the sum of one thousand four hundred pounds as a contribution to the cost of reconstructing the said bridge:

(4) The council may borrow the said sum of one thousand four hundred pounds on the security of the general district rate of the district and the provisions of sections 236 237 238 and 239 of the Public Health Act 1875 shall be applicable to the mortgages made by the council under this section The council shall pay off all moneys borrowed by them under this section within thirty years from the borrowing of the same in accordance with the provisions of the Public Health Act 1875 as if the same were borrowed under that Act;

The council shall make an annual return to the Local Government Board with regard to the repayment of the said moneys and the provisions of section 82 (4) of the Chadderton

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Improvement Act 1882 shall extend and apply mutatis mutandis to and in relation to such return :

(5) The Company shall construct the diverted road (Green Lane diversion) shown upon the deposited plans to the reasonable satisfaction of the surveyor of the council of a uniform width of not less than thirty-six feet and shall keep the same in repair to the like satisfaction for a period of one year and the gradient of the diverted road shall not in any part be steeper than the gradients shown on the deposited sections and notwithstanding the deposited sections the gradient of Moston Road shall not be steeper than 1 in 24 :

(6) The Company shall reconstruct the bridge carrying the existing Middleton branch railway over the footpath numbered 73 on the deposited plans and shall construct the new bridge for carrying the railway and the widening by this Act authorised over the said footpath of the following dimensions (that is to say) if the bridge shall not exceed 10 yards in length the span shall be not less than 8 feet and if the bridge be longer than 10 yards the span shall be not less than 10 feet and in each case the best practicable headway shall be given :

(7) The Company shall line the walls (above four feet from the ground) under the two new bridges referred to in this section with white glazed bricks or tiles and shall maintain the same so lined clean and uncovered and in good condition :

(8) The said two new bridges shall be constructed and maintained so as to prevent as far as reasonably possible the dripping of water :

(9) If in the execution of the powers of this Act it shall be necessary to alter or interfere with or disturb the existing or to make any new sewers or drains such alteration interference and disturbance shall be carried out and such new sewers and drains shall be constructed at the cost of the Company but under the superintendence and to the reasonable satisfaction of the surveyor of the council :

(10) The Company shall submit to the council for their information and approval the plans for carrying the works before mentioned into effect so far as they affect any public street or sewer under the control of the council with figured heights and dimensions and all such works shall be constructed and done to the reasonable satisfaction of the council and at the cost of the Company Provided that if the council do not within a period of twenty-eight days after the submission of the said plans

express their approval or disapproval thereof the same shall be deem to be approved:

(11) In case of any difference arising between the Company and the council with respect to any of the matters in this section contained such difference shall be settled and determined by an engineer to be appointed (unless otherwise agreed upon) by the President of the Institution of Civil Engineers.

For protection of London and North Western Railway Company.

14. The following provisions for the protection of the London and North Western Railway Company (herein-after referred to as "the North Western Company") shall apply and have effect:—

(1) The Company in constructing the widening of their Liverpool and Bury Railway from Rainford Junction to Orrell by this Act authorised where it shall in any way affect the railway of the North Western Company and in making any alteration in connexion therewith of the junction of the railway of the North Western Company with the railway of the Company at Rainford Junction and in constructing the widening of their Liverpool and Bury Railway at Pemberton by this Act authorised where it shall in any way affect the railway of the North Western Company and in making any alteration in connexion therewith of the junction of the railway of the North Western Company with the railway of the Company at Pemberton Junction shall so construct and make the same in each instance only in accordance with plans and sections to be previously submitted to and reasonably approved by Francis Stevenson or other the principal engineer for the time being of the North Western Company and under the superintendence and in all respects to the reasonable satisfaction of such engineer and so as to keep open at all times for traffic of every description the lines of railways and other works in connexion therewith of the North Western Company:

(2) If by reason of the construction of the said works it shall become necessary to add to or alter the signal or signals upon the railways of the North Western Company the same shall be so added to or altered by that company and the reasonable expense thereof shall be repaid to them by the Company:

(3) In constructing and maintaining the works by this Act authorised where the same affect the railways works or lands of the North Western Company the Company and their contractors servants agents or workmen shall not obstruct impede or interfere with the free and uninterrupted and safe user of the railways or other works of the North Western Company:

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(4) The Company shall on demand pay to the North Western Company all reasonable expenses of the employment by the North Western Company during the construction of the said works so far as the same shall affect the North Western Company of a sufficient number of inspectors and watchmen to be appointed by the North Western Company for watching their said railways and works with reference to and during the execution of the works of the Company and for preventing as far as may be all interference danger and accident from any of the operations or from the acts and defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :

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

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

For protection of Upholland Urban District Council.

15. For the protection and benefit of the Upholland Urban District Council the following provisions shall apply and have effect (that is to say) :—

(1) The Company shall not construct any part of the widening of the Liverpool and Bury Railway authorised by this Act where the same crosses Duke's Wood Lane unless and until they shall have constructed a bridge for carrying that lane over the railway and the proposed widening thereof :

(2) Upon the construction of such bridge the said Urban District Council shall at the request and cost of the Company use their best endeavours to secure the closing of the footpath crossing the railway at 1 mile 15 chains from the commencement of the proposed widening:

(3) Before constructing the said widening of the Liverpool and Bury Railway where the same crosses the footpath leading from the "Balcarres Arms" to Pimbo Lane station near to the Ditton Brook the Company shall construct a bridge carrying the footpath over their railway and the proposed widening thereof.

For protection of Roger Leigh.

16. The following provision for the protection of Roger Leigh shall (unless otherwise agreed between him and the Company) have effect (that is to say):—

If in the execution of the powers of this Act relating to "Widening Rainford Junction to Orrell" the Company shall stop up or interfere with the road known as Edge Hall Road shown on the deposited plan of the said widening and thereon numbered 66 in the parish and urban district of Orrell they shall before such stopping up or interference provide a substituted road equally convenient to the reasonable satisfaction of the said Roger Leigh or in case of difference to the satisfaction of an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protection of Orrell Urban District Council.

17. The following provisions for the protection and benefit of the urban district council of Orrell (in this section referred to as "the council") shall unless otherwise agreed in writing between the council and the Company apply and have effect (that is to say):—

(1) The Company shall not divert the public footpath (numbered 69 on the deposited plans in the parish and urban district of Orrell) except to such extent and in such line and on such level as the council shall reasonably approve of:

(2) The Company shall kerb and flag the footpath on each side of the bridge carrying Church Street over the Company's railway:

(3) If in the execution of the powers of this Act it shall be necessary to alter or interfere with or disturb any existing sewer or drain or water main or pipe in Saint James' Road Lodge Road Church Street or Edge Hall Road or elsewhere within the district of Orrell the Company shall make such

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alterations of the same and shall lay down such substituted or additional sewers drains mains and pipes as may be rendered necessary by any of the works authorised by this Act:

(4) In case the Company shall break up or interfere with the surface of any road or street within the district of Orrell they shall with all reasonable despatch restore the same and keep in repair the portion so broken up or interfered with for a period of one year from the breaking up or disturbance of the said road or street:

(5) All works provided for by this section shall be executed in accordance with plans and sections to be first submitted to and reasonably approved of by the council and constructed and done to the reasonable satisfaction of the council and at the cost of the Company Provided that the council shall approve or disapprove such plans and sections within twenty-one days from the submission thereof otherwise such plans and sections shall be deemed to be approved by them:

(6) In case of any difference arising between the council and the Company with respect to any of the matters in this section contained such difference shall be settled and determined by arbitration under and according to the provisions of the Arbitration Act 1889 by an engineer to be appointed by the President of the Institution of Civil Engineers.

For protection of Winstanley estate of Eleanor Starkie Letterewe Bankes.

18. For the protection and benefit of Eleanor Starkie Letterewe Bankes being or claiming to be the tenant for life of the Winstanley Estate in the parish of Winstanley in the county of Lancaster and her successors in title or estate the following provisions shall unless otherwise agreed have effect (that is to say):—

(1) In the construction and completion of the widening at Pemberton which the Company are by this Act empowered to make they shall interfere as little as may be with the branch railway siding and junction connecting the Winstanley Colliery with the main line of railway of the Company at and to the east of the point of commencement of the proposed widening and junction with the Company's Liverpool and Bury line as shown on the deposited plan and which colliery branch railway was made and constructed under the provision contained in section 76 of the Liverpool and Bury Railway Act 1845 and the Company shall make good all damage resulting from such interference with the said branch railway siding or junction and the work rendered necessary in connexion with the same in consequence of the widening by

this Act authorised shall be executed to the reasonable satisfaction of the agent or surveyor for the time being of the Winstanley Estate and the Company shall pay full compensation and make good all damage done to the said siding:

(2) Nothing in this Act contained shall in any way prejudice lessen or interfere with the rights and privileges of the said Eleanor Starkie Letterewe Bankes or her successors in title or estate under the last-mentioned Act and particularly the rights and privileges secured by sections 71 and 76 of the said Act but such rights and privileges shall at all times hereafter be had and exercised as if this Act had not been passed and shall extend to the widening by this Act authorised.

For protection of Pemberton Urban District Council.

19. For the protection of the district of the urban district council of Pemberton in the county of Lancaster (in this section called "the district council") the following provisions shall be observed and have effect (that is to say):—

(1) Billinge Road numbered 30 on the deposited plans shall be carried over the widened railway (Widening D) authorised by this Act by a bridge thirty-six feet wide between the parapet walls measured on the square and the parapets shall be close screens constructed with suitable material other than wood not less than six feet in height above the level of the road and extending throughout the whole width of the widened railway and at each end of the bridge for a distance of ten yards from the corner of the abutments:

(2) Little Lane numbered 88 on the deposited plans shall be carried over the widened railway by a bridge of the full width of the existing bridge and the approaches shall not be steeper than one in twenty-four The parapets shall be close screens constructed with suitable material other than wood not less than six feet in height above the level of the road and extending throughout the whole width of the widened railway and at each end of the bridge for a distance of ten yards from the corner of the abutments the roadway over such bridge and the approaches on either side shall be paved flagged fenced and kept in repair by and at the expense of the Company and there shall be the same depth between the surface of the road and the structure of the bridge as there is in the existing bridge:

(3) Any interference with the water-mains sewers electric or other works of the district council underlying Billinge Road and Little Lane respectively and of the paving flagging and fencing of the altered approaches necessitated by the construction of the said bridges shall be carried out by and under

the direction of the district council and to their reasonable satisfaction but at the expense in all respects of the Company If required by the district council the water-main in Little Lane shall be raised so as to give a covering of not more than three feet over the same in the new approaches:

(4) The public footpath marked number 8 on the deposited plans shall be carried over the widened railway by a bridge not less than six feet wide:

(5) Any difference between the Company or their engineer and the district council or their surveyor may as often as the same shall arise be referred to the arbitration of some competent person to be nominated by the President of the Institution of Civil Engineers on the application of either party.

Further works by 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 powers and the following provisions shall have effect (that is to say):—

IN THE WEST RIDING OF THE COUNTY OF YORK.

Additional arch or opening under Bradford and Dewsbury road at Low Moor Station.

In the parish and urban district of North Bierley—

They may construct an additional arch or opening under the Bradford and Dewsbury Road at Low Moor Station at a point about 30 yards measured along such road in a north-westerly direction from the centre of the bridge carrying such road over the West Riding Union Railway of the Company.

For protection of North Bierley Gas Company.

21. For the protection of the North Bierley Gas Company (in this section called "the Gas Company") the following provisions shall have effect (that is to say):—

(1) The Company shall not interfere with any gas pipes or gas mains or works of the gas company until the Company shall

have delivered to the gas company plans and sections of substituted gas pipes or mains or works in lieu thereof and those plans and sections shall have been approved in writing by the engineer of the gas company or in the event of his failure for fourteen days after the delivery of such plans and sections until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such plans and sections and to the reasonable satisfaction of the engineer of the gas company or in case of difference of an engineer to be appointed by the Board of Trade and until such substituted works are completed the existing gas mains or pipes shall not be interfered with :

(2) The Company shall bear and pay on demand to the gas company the reasonable expenses of the employment by them during the laying down of any gas mains or pipes of a sufficient number of inspectors or watchmen to be appointed by them for watching the works for preventing as far as possible any interference with or obstruction to the supply of gas to the district of the gas company :

(3) In diverting or altering in the execution of any works upon the land in the parish of North Bierley authorised by this Act to be acquired the watercourse passing under the railway near Low Moor Station in a south-easterly direction and thence into and under the gasworks of the gas company the Company shall not interrupt or impede the flow of water in such watercourse nor do anything which may interfere with or otherwise prejudicially affect the right of the gas company to take water from the said watercourse.

Power to deviate in construction of works.

22. The Company in constructing the several works authorised by the preceding section of this Act the marginal note whereof is "Further works by 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 footpath.

23. The diverted footpath shall be repaired and maintained by the same bodies or persons who repair and maintain the portion

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of the existing footpath for which the diversion is substituted Provided that unless otherwise agreed the structure of every bridge shall be repaired and maintained by the Company The Company and any such body or person may enter into and fulfil agreements for and in relation to such construction and for or in relation to the repair and maintenance of such diverted footpath Any such agreement shall be deemed to be purposes of the Public Acts under which such body 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 such diverted footpath shall be conclusive evidence of the fact so certified and such certificate shall be obtained and the diverted footpath opened to the public before the existing footpath is interfered with except in so far as may be necessary for the construction and completion of such diverted footpath.'

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

24. Subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway the site and soil of the portions of roads and footpaths stopped up 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 roads 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 for the purposes of their undertaking.

Power to Company to purchase additional lands.

25. 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 the deposited books of reference and may hold such of those lands as have already been purchased on behalf of the Company and may exercise the powers herein-after conferred :—

In the County of Lancaster.

Chorley.

Lands at Chorley :—

Certain lands in the parish and borough of Chorley abutting upon the north-east side of the Bolton and Preston Railway

of the Company and extending from a point about 107 yards measured along such railway in a north-westerly direction from the Chorley No. 1 signal cabin to a point about 64 yards south-east of such cabin :

Lands at Kearsley :—

Kearsley.

Certain lands in the parish and urban district of Kearsley abutting upon the north-east side of the Manchester and Bolton line of the Company and extending from Clamourclough Road to a point about 600 yards measured along such railway in a south-easterly direction from such road :

Lands at Westhoughton (Dobbs Brow Junction) :—

Westhoughton (Dobbs Brow Junction).

Certain lands in the parish and urban district of Westhoughton abutting upon the northerly side of the connecting line at Westhoughton and the Hindley and Pendleton Railway of the Company and extending for a distance of about 186 yards west of Dobbs Brow Junction signal cabin and for a distance of about 77 yards east of that cabin :

Lands at Bamber Bridge :—

Bamber Bridge.

Certain lands in the parish and urban district of Walton-le-Dale (that is to say) :—

(a) Lands bounded on the south and south-west by the Preston Extension Line of the Company on the north-west by Brownedge Lane and on the north-east by the north-eastern fence of the old tram road belonging to the London and North Western and Lancashire and Yorkshire Railway Companies as joint owners of the North Union Railway ;

(b) Lands abutting upon the north side of the Blackburn and Preston Railway of the Company and extending for a distance of about 250 yards in an easterly direction from the said fence of the old tram road :

Lands at Ormskirk :—

Ormskirk.

Certain lands in the parish and urban district of Ormskirk abutting upon the south-easterly side of the Ormskirk goods yard of the Company and extending for a distance of about 163 yards in a north-easterly direction along the same from a point in the boundary fence of the said goods yard opposite the end of the south-eastern siding in such goods yard :

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IN THE WEST RIDING OF THE COUNTY OF YORK.

Lands at Low Moor:—

Low Moor.

Certain lands in the parish and urban district of North Bierley abutting upon the northerly side of the West Riding Union Railway of the Company and extending from the Bradford and Dewsbury Road at Low Moor Station to a point about 287 yards measured along such railway in a westerly direction from such road:

Lands at Knottingley:—

Knottingley.

(a) Certain lands in the parish and urban district of Knottingley abutting upon the north-east side of Womersley Road for a distance of about 37 yards from the level crossing gates on the north side of the Wakefield Pontefract and Goole Railway of the Company and upon the west side of the field numbered 175 on the 25-inch ordnance map for the said parish for a distance of about 50 yards measured along the westerly fence of such field from a point about 14 yards north of the junction of the fences forming the south-west corner of the said field;

(b) Certain other lands abutting upon the south side of the said Wakefield Pontefract and Goole Railway and extending for a distance of about 253 yards measured along such railway in an easterly direction from the centre of Womersley Road.

For further protection of London and North Western Railway Company.

26. The Company shall not without the previous consent of the London and North Western Railway Company under their common seal take use enter upon or interfere with any portion of the old tram road being number 3 on the deposited plans in the parish and urban district of Walton-le-Dale except such portion thereof as extends for a distance of twenty-two yards measured from the northern boundary of the Company's Blackburn and Preston Railway.

Power to take easements &c, by agreement.

27. 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 persons other than the grantors 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.

28. 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.

As to taking houses of labouring class.

29.—(1) The Company shall not under the powers of 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 last were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

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

(b) 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 or of any modifications of any scheme or subject to which they may have dispensed with the

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above-mentioned requirement shall be enforceable by a writ of 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 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 which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries 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 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 mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic

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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.

30. And whereas in the construction of the works by this Act authorised or otherwise in exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans 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 properties without material detriment thereto Therefore the following provisions shall have effect :—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term " the owner " and the said properties are herein-after referred to as " the scheduled properties " :

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties 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 only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :

(3) 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 jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as " the tribunal ") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :

(4) If the tribunal determine that the portion of the scheduled 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 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:

(5) If the tribunal determine that the portion of the scheduled 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 the owner incident to the arbitration or inquiry shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled 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:

(7) If the tribunal determine that the portion of the scheduled 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 thereof 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 as determining or as being or implying an admission that any of the scheduled properties 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.

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Company empowered or may be required to underpin or otherwise strengthen houses near works.

31. 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 works by this Act authorised it may be necessary to underpin or otherwise strengthen the same Therefore the Company at their own costs and charges may and if required by the owners or 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 or 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 or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company:

(3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade:

(4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building:

(5) The cost of the reference shall be in the discretion of the referee:

(6) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment:

(7) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company

such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee 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.

Extension of time for completion of Railway No. 2 authorised by Act of 1891.

32. The time limited by the Lancashire and Yorkshire Railway Act 1891 for the completion of Railway No. 2 by that Act authorised which time was by the Lancashire and Yorkshire Railway Act 1896 extended to the third day of July one thousand eight hundred and ninety-nine is hereby further extended until the third day of July one thousand nine hundred and two and sections 9 10 and 11 of the said Act of 1891 shall extend and apply mutatis mutandis to and in relation to the completion of the said railway and the opening thereof for public traffic.

Company may abandon construction of railways.

33. The Company shall abandon the construction of Railways Nos. 1 and 2 authorised by the Lancashire and Yorkshire Railway Act 1893 and the new railway authorised by section 4 of the Lancashire and Yorkshire and London and North Western Railway Companies Act 1896.

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

34. The abandonment by the Company under the authority of this Act of the railways 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

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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 has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has 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 Act 1893 or the Lancashire and Yorkshire and London and North Western Railway Companies Act 1896.

Compensation to be made in respect of railways abandoned.

35. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any of the railways 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 land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land 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 Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Power to the two companies to make railway.

36. Subject to the provisions of this Act the two companies or either of them with the consent of the other may wholly in the county of Lancaster make and maintain in the lines and according to the levels shown on the deposited plans and sections the 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 that purpose (that is to say):—

RAILWAY AT KIRKHAM.

A railway 6 furlongs 9·45 chains in length commencing in the parish of Westby-with-Plumptons by a junction with the authorised Blackpool (South Shore) to Kirkham Railway of the two companies at a point in the same about 1,518 yards measured along such authorised railway (as shown on the plans deposited with the clerk of the peace for the county of Lancaster for the Lancashire and Yorkshire and London and North Western Railway Companies Act 1896) in a north-

westerly direction from Kirkham North Junction signal cabin and terminating in the parish of Medlar-with-Wesham by a junction with the main line of the Preston and Wyre Railway opposite to the centre of the said Kirkham North Junction signal cabin.

Railway to form part of Preston and Wyre Railway.

37. Subject to the provisions of this Act the said railway by the last preceding section authorised shall for the purposes of tolls rates and charges and all other purposes form part of the Preston and Wyre Railway.

Period for completion of railway.

38. If the railway authorised by the section of this Act the marginal note whereof is "Power to the two companies to make railway" is 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 railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Penalty unless railway opened within the time limited.

39. If the two companies fail to complete the railway which they are herein-before authorised to construct or complete within the period limited by this Act the two companies shall be jointly liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway 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 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 two companies were 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.

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Application of penalty.

40. 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 railway 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 two companies by this Act for the purposes of such railway 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 two companies or either of them as the case may be are or is insolvent or the railway or any part thereof has been abandoned be paid to such receiver or be applied in the discretion of the Court as part of the assets of the two companies or either of them as the case may be for the benefit of the creditors thereof and subject to such application shall be repaid to the two companies.

Power to two companies to purchase additional lands for purposes of Preston and Wyre Railway.

41. Subject to the provisions of this Act the two companies or either of them with the consent of the other 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 the Preston and Wyre undertaking the lands herein-after described in the county of Lancaster which are delineated upon the deposited plans and described in the deposited books of reference :—

St. Anne's-on-the-Sea.

Certain lands in the parish and urban district of Saint Anne's-on-the-Sea (that is to say) :—

(a) Lands bounded on the north-west and south-west by Saint Andrew's Road North and on the north-east and south-east by the Blackpool and Lytham Branch Railway and the Saint Anne's-on-the-Sea goods yard of the two companies ;

(b) Lands abutting upon the south-west side of the Blackpool and Lytham Branch Railway of the two companies and extending from the level crossing at the north-west end

of the Saint Anne's-on-the-Sea goods yard of the two companies for a distance of about 260 yards measured along the said railway in a north-westerly direction from such level crossing :

For the greater security of the persons entitled to use the said level crossing the two companies shall erect and permanently maintain thereat a cabin or other suitable appliances and shall employ a proper person to open and shut the gates thereat and if the two companies fail to erect and maintain such cabin or other suitable appliances or to employ such person they shall for every such offence be liable to a penalty not exceeding twenty pounds and to a further penalty not exceeding ten pounds for every day during which the offence shall continue after conviction thereof.

Agreements between the two companies.

42. The two companies may enter into and fulfil contracts and agreements with respect to the powers herein-before conferred on the two companies.

Rights of the two companies inter se not to be affected.

43. Nothing in this Act contained shall directly or indirectly alter or affect the rights liabilities or obligations of each of the two companies as between themselves with respect to the Preston and Wyre undertaking.

Provisions of certain sections of this Act applied to the two companies.

44. The provisions of the several foregoing sections of this Act the marginal notes whereof are respectively—

Company not liable to repair surface of road gradient of which is not increased;

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

Power to take easements &c. by agreement;

Period for compulsory purchase of lands;

As to taking houses of labouring class;

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

Company empowered or may be required to underpin or otherwise strengthen houses near works;

shall extend and apply mutatis mutandis to and in relation to the two companies or such one of them as shall exercise the powers by this Act granted in relation to the said Preston and Wyre Undertaking.

Extending time for sale of certain superfluous lands.

45. The Company with respect to lands acquired by them alone and the Company and any other company with whom the Company jointly hold any lands under the powers of any Act relating to the undertaking of the Company or of such other company with respect to such last-mentioned lands may notwithstanding anything to the

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contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or to such other company with which that Act is incorporated retain and hold any lands acquired by them respectively and which have not yet been applied to the purposes for which they were acquired or sold or disposed of for the periods following (that is to say) As regards such of the lands as are situate near to or adjoining any railway or station of the Company or of such other company as the case may be or as they respectively may be of opinion that they may require for the purposes of stations sidings or other conveniences 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 of this Act:

But the Company or such other company as the case may be shall at the expiration of such respective periods of ten years and two years proceed bonâ fide to the sale and disposal of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes aforesaid.

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 three hundred and seventy-eight 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

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.

and this Act by new shares or stock of one class.

Power to borrow on mortgage.

50. The Company may in respect of the additional capital of three hundred and seventy-eight 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 twenty-six thousand pounds Provided that in respect of every one hundred and twenty-six 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 forty-two thousand pounds but no part of any of the before-mentioned sums of forty-two thousand pounds shall be borrowed until shares for so much of the said portion of the additional capital in respect of which the borrowing powers are to be exercised as is to be raised by means of shares are issued and accepted and one-half of such capital is paid up and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of additional capital have been issued and accepted and that one-half of such portion has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of 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 and accepted and paid up bonâ fide and are held by the persons 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 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

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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 of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to North Western Company to apply corporate funds.

56. The North Western Company may apply to all or any of the purposes of this Act in which they are interested 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 shares stock debenture stock or mortgage by virtue of any Act already passed or to be passed in the present session of Parliament and which may not be required for the purposes for which they are by any such Acts made specially applicable.

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 passed before or after the commencement of this Act 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.

A.D. 1899.

The SCHEDULE referred to in the foregoing Act.

Describing Properties of which portions only may be required.

Parish.	Numbers on deposited Plans.
Widening Main Line at Middleton Junction.	
Chadderton - -	3.
Widening Rainford Junction to Orrell.	
Upholland - -	28.
Railway at Kirkham.	
Westby-with-Plumptons -	3.

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