CHAPTER cxlvi.

An Act to extend the time for the purchase of land and for the completion of the railways in Liverpool and to abandon the railways in Birkenhead authorised by the Mersey Railway Act 1887 and for other purposes. A.D. 1889.

[12th August 1889.]

WHEREAS by the Mersey Railway Act 1887 (in this Act called the Act of 1887) the Mersey Railway Company (in this Act called the Company) were authorised to extend their railway and purchase additional lands in Liverpool and Birkenhead:

And whereas it is expedient that the time for completing Railway No. 1 and Railway No. 2 (in Liverpool) described in and authorised by the Act of 1887 should be extended and that the time for the compulsory purchase of land for those railways and of certain additional land described in the said Act should be also extended:

And whereas no part of the capital authorised by the Act of 1887 has been raised and none of the powers of that Act with respect to the purchase of land for Railways Nos. 3 and 4 (in Birkenhead) described in and authorised by that Act or for the construction of those railways have been exercised and the Company's powers of raising loan capital under the Act of 1887 have been cancelled by the Mersey Railway Act 1888:

And whereas by an agreement between the London and North-western and Great Western Railway Companies of the one part and the Company of the other part which is scheduled to and intended to be confirmed by a Bill promoted by the London and North-western Railway Company in the present session of Parliament the two first-mentioned companies undertake to construct and maintain in substitution for the said Railways Nos. 3 and 4 certain lines of railway in Birkenhead and a joint station at Rock Ferry for the use of the Company and it is therefore expedient that subject to the provisions of this Act the said Railways Nos. 3 and 4 should be abandoned and so much of the deposit fund mentioned in the Act of 1887 as is

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applicable to those railways released and any agreements relating to such railways cancelled:

And whereas it is expedient that power to make and carry out the working traffic and other agreements herein-after expressed should be sanctioned:

And whereas it is expedient that the agreement between the Cheshire Lines Committee of the one part and the Company of the other part set forth in the First Schedule to this Act and also the agreement between the proprietors of the Lyceum Liverpool of the one part and the Company of the other part set forth in the Second Schedule to this Act should be respectively confirmed:

And whereas the purposes 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. This Act may be cited for all purposes as the Mersey Railway Act 1889.

Incorporation of general Act.

2. Part II. (relating to extension of time) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. 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.

Extension of time for purchase of land.

4. The powers granted to the Company by the Act of 1887 for the compulsory purchase of lands for Railway No. 1 and Railway No. 2 by that Act authorised are hereby extended and may be exercised by the Company for and during a period of two years from the twenty-third day of August one thousand eight hundred and eighty-nine and the powers granted to the Company by the same Act for the compulsory purchase of the additional lands described in sub-section (A) of section 10 of that Act are hereby extended and may be exercised by the Company for and during a period of one year from the twenty-third day of August one thousand eight hundred and eighty-nine and on the expiration of those respective periods those powers shall cease.

For protection of the Leeds and Liverpool

5. Notwithstanding anything in this Act contained the Company shall not be entitled to exercise compulsory powers for the purchase of the lands numbered 65, 66, 67, 68, 71, 72, 73, 74, 75, 76, 85 and

86 in the parish of Liverpool on the plans and reference book deposited for the said Act of 1887 after the twenty-third day of August one thousand eight hundred and ninety.

Extension of time for completion of railways and works.

6. The time limited by the Act of 1887 for the construction and completion of Railway No. 1 and Railway No. 2 described in and authorised by that Act is hereby extended for a period of two years from the twenty-third day of August one thousand eight hundred and ninety-two and sections 22 and 23 of the Act of 1887 shall be read and construed as if the extended period by this Act granted for the construction and completion of the said railways and works had been the period limited by the Act of 1887.

If railways and works not completed within extended period powers to cease.

7. If the said railways and works are not completed within the extended period by this Act granted then on the expiration of that period the powers by the Act of 1887 and this Act granted for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Restrictions on displacing persons of labouring class.

8.—(1.) The Company shall not under the powers of this Act or of the Act of 1887 as extended by this Act purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December next before the passing of this Act or of the Act of 1887 were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

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

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

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

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(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 seem fit.

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

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court of Justice and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it thinks 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 purposes 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 passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be indorsed with notice of this enactment Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit.

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

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

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

(11.) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Certain railways to be abandoned.

9. The Company shall abandon the construction of Railway No. 3 and Railway No. 4 described in and authorised by the Act of 1887 and on and after the passing of this Act the Company shall except only as is by this Act otherwise expressly provided be

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absolutely freed and relieved from all obligations with respect to the making and maintaining of the said railways.

Compensation for damage to land by entry &c.

10. The abandonment by the Company under the authority of this Act of any railway or portion of any railway or works 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 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 Act of 1887.

Compensation to be made in respect of railways abandoned.

11. 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 portion of railway or works 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.

Release of deposit.

12. Subject to the provisions of this Act and to the provisions of section 23 of the Act of 1887 for payment of compensation to landowners and other persons injured and for the protection of creditors the High Court of Justice in England may and shall at any time after the passing of this Act on application by the depositors referred to in section 22 of the Act of 1887 order the sum of four thousand seven hundred and twenty-seven pounds consolidated three per centum bank annuities or the stocks funds or securities in which the same may have been invested forming a portion of the deposit fund mentioned in section 34 of the Mersey Railway Act 1885 and being so much of the deposit fund mentioned in the said section 22 as is applicable to the railways by this Act

directed to be abandoned and the interest or dividends thereon to be transferred and paid to the depositors or to such person or persons as they may appoint in that behalf and upon such order being made the said sum of four thousand seven hundred and twenty-seven pounds consolidated three per centum bank annuities or such stocks funds or securities as aforesaid and the interest or dividends thereon shall be transferred and paid to the depositors or to such person or persons accordingly.

Agreements relating to abandoned railways to be cancelled.

13. Sections 20 and 75 of the Act of 1887 relating to the agreements set forth in the first and third schedules to that Act are hereby repealed and the said agreements and all other provisions and agreements relating to the railways by this Act directed to be abandoned are rescinded and cancelled.

Power to enter into working and traffic arrangements.

14. The Company on the one hand and the Manchester Sheffield and Lincolnshire Railway Company the Wrexham Mold and Connah's Quay Railway Company and the Great Northern Railway Company or any one or more of those companies on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 from time to time enter into and carry into effect agreements for and with respect to the following purposes or any of them (that is to say):—

The construction maintenance use and appropriation of joint stations sidings and other works by or for the benefit of the contracting companies or any of them and the acquisition of land for the same and the payments to be made in respect thereof;

The working use management and maintenance of the respective railways and works of the contracting companies or some portion or portions thereof;

The supply of rolling and working stock and plant under and for the purposes of any agreement for the respective railways of the contracting companies or some of them or some portion or portions thereof being worked or used by one or more of them and the employment of officers and servants for the conveyance and conduct of traffic on the railways;

The regulation collection transmission forwarding and delivery of traffic upon passing over or coming from or destined for the railways of the contracting companies;

The fixing collection payment division appropriation and distribution of the tolls and other income and profits arising from the railways stations and works comprised in any such agreement.

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Saving for Postmaster-General.

15. Nothing in any agreement made under the authority of this Act shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across such of the railways and works comprised in the undertaking of the Company as were authorised by the Mersey Railway Act 1877 or have been authorised by an Act of Parliament passed since the first day of January one thousand eight hundred and seventy-eight and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in the Company's undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company or any such railways and works as aforesaid is or are worked by the Manchester Sheffield and Lincolnshire the Wrexham Mold and Connah's Quay and the Great Northern Railway Companies or any one or more of those companies and as freely and fully in all respects as he was entitled to do before the making of any such agreement.

Tolls on traffic conveyed partly on the railway and partly on other railways.

16. During the continuance of any agreement entered into under the provisions of this Act for the working or use of the railway or any part thereof by any other company or companies the railways of the Company and of such other company or companies shall for the purposes of short distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Company and partly on any other railway for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the railway of the Company and partly on the railway of such other company or companies Provided that nothing in this section shall limit or prejudicially affect the extra toll authorised to be demanded and taken in respect of the Mersey Tunnel by section 45 of the Mersey Railway Act 1885.

Confirmation of agreement in First Schedule.

17. The agreement dated the seventh day of May one thousand eight hundred and eighty-nine and made between the Cheshire Lines Committee of the one part and the Company of the other part as set forth in the First Schedule to this Act is hereby confirmed and made binding and obligatory on the Cheshire Lines Committee and the Company respectively.

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Confirmation of agreement in Second Schedule.

18. The agreement dated the tenth day of July one thousand eight hundred and eighty-nine made by or on behalf of the proprietors of the Lyceum Liverpool of the one part and the Company of the other part a copy of which is set forth in the Second Schedule to this Act is hereby confirmed and made binding and obligatory on the said proprietors and the Company respectively A duplicate of the plan annexed to the said agreement signed for the purpose of identification by the Right Honourable Lord Brassey the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred has been deposited in the Office of the Clerk of the Parliaments.

Power to apply funds to purposes of Act.

19. The Company may apply for the purposes of this Act to which capital is properly applicable any money which they for the time being are authorised to raise and which is not required for the purposes for which the same was authorised to be raised.

Provision as to general railway Acts

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

Costs of Act.

21. All costs charges and expenses of and incidental to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company and may be paid out of the first debenture stock authorised by the Act of 1888 or out of the moneys to be raised by the issue thereof as if the payment of such costs were specified in sub-sections 2 and 4 of section 19 of the said Act as part of the purposes to which such debenture stock or moneys might be applied.

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The FIRST SCHEDULE referred to in the foregoing Act.

This Indenture made the 7th day of May 1889 between the Cheshire Lines Committee (herein-after called "the Committee") of the one part, and the Mersey Railway Company (herein-after called "the Company") of the other part.

Whereas in and by the Mersey Railway Act, 1882, under which was authorised the work proposed to be constructed by the Company as herein-after mentioned (in that Act and herein-after called "Railway No. 2") it was provided that notwithstanding any thing shown on the deposited plans and sections, or contained in that Act, the Company should not construct any part of the said Railway No. 2, nor take, enter upon, or interfere with the Liverpool Central Station (herein-after referred to as "the high level station"), or any of the lands, works, or property now vested in or managed by the committee, without the consent of the committee under their common seal: And whereas the Company requested the committee to give the consent required by the said Act, and to allow the Company to construct a station for the accommodation of passenger traffic under the high level station, and the committee consented to give such consent upon the terms and conditions set forth in a certain indenture made the 31st day of December, 1886, between the committee of the one part and the Company of the other part: And whereas the affairs of the Company have become embarrassed, and receivers and managers of the undertaking of the Company have been appointed by the High Court of Justice on the petition of creditors of the Company, and the Company is, by reason of its financial difficulties, unable to carry out and perform in their entirety the obligations of the Company under the said indenture of the 31st day of December, 1886: And whereas the Company has applied to the committee to modify the terms and conditions of the said indenture of the 31st day of December, 1886, and the committee with the desire to assist the Company in its difficulties, and in consideration of the Company agreeing as in this indenture herein-after expressed, has consented to cancel the said indenture of the 31st day of December, 1886, and to substitute therefor the agreement herein declared: Now this indenture witnesseth, that in consideration of the premises it is hereby mutually agreed by and between the committee, their successors and assigns, and the Company, their successors and assigns, as follows:—

Agreement of 31st December, 1886, cancelled.

1. The said indenture of the thirty-first day of December, one thousand eight hundred and eighty-six, is hereby cancelled, and the agreement therein contained and expressed is hereby rescinded and annulled.

Power for Company to construct Mersey low level station.

2. The committee will permit the Company to construct and maintain under the high level station, upon the site shown on the plan hereunto annexed, such portions of Railway No. 2, with a station thereto, as are on the said plan

coloured red and brown respectively, as to the portion coloured red at its own cost, and as to the portion coloured brown at the joint cost of the Company and the committee as herein-after provided. Such station and railway to be constructed in all respects in accordance with plans, sections, and specifications which have been approved in writing by the principal engineer for the time being of the committee, and to be carried out according to the reasonable directions, and under the superintendence, and to the entire satisfaction of such engineer, who shall from time to time have full power to make any reasonable alteration in the said plans, sections, and specifications, or mode of carrying out the works as he shall think proper, the Company hereby agreeing at all times to permit the said principal engineer to have full and free access to the works during their construction, and to furnish him with every information he may require with regard to such works, and the dimensions, strengths, and descriptions of all materials used therein.

Period within which Mersey low level station shall be completed.

3. The Company will forthwith commence the execution of the works required for the construction of the Mersey low level station, as coloured red and brown on the said plan, and will within two years from the first day of January one thousand eight hundred and eighty-nine complete and open the same for public traffic with two lines of rails and one platform.

Ventilation.

4. The Company shall and will at their own cost in all respects execute and complete all such works as the engineer for the time being of the committee shall from time to time think proper and necessary for the ventilation of the Mersey low level station, and so as effectually to prevent the escape or emission into the high level station or other premises of the committee of smoke or other offensive or disagreeable vapour or smell.

Mersey low level platform to be connected by steps with high level platforms.

5. The platform of the Mersey low level station shall be connected by steps with a footbridge which shall in like manner be connected by steps with the high level station in the position shown on and by the plan hereunto annexed, or in such other position as shall be indicated or approved of in writing by the principal engineer for the time being of the committee, and the dimensions and description of such steps shall be such as shall be approved of in writing by such engineer.

Booking and parcels office.

6. The Company will provide before the Mersey low level station is opened for public traffic, and afterwards maintain at their own costs a proper and suitable booking and parcels office within the limits of the Mersey low level station, and also such proper and suitable entrance from Bold Street to the Mersey low level station as shown on the said plan, or as shall be approved of in writing by the engineer for the time being of the committee: And the committee will, so far as they legally can and subject to such restrictions and obligations as they are under, by the Liverpool Central Station Act 1864 (but at the expense in all things of the Company), render any assistance which it may be in their power to give to enable the Company to acquire any lands in Bold Street which may be necessary for the purposes of the said booking and parcels office and entrance to the Mersey low level station from Bold Street aforesaid: Provided always that this provision shall not give the Company any interest or right to acquire or interfere with any of the committee's lands or properties, or with any right or power which may for the time being be vested in the committee for acquiring additional lands.

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Ownership of site of Mersey low level station.

7. The ownership of the site of the Mersey low level station shall at all times remain in the committee, and the Company shall have no estate, right, or interest whatsoever therein or thereto other than the right to construct, maintain, and use the same for the purposes, upon the terms, and subject to the conditions contained in this agreement.

Company to have certain privileges in reference to the high level station.

8. Subject to the reasonable regulations of the committee and the requirements of their own traffic and business the committee will permit the passengers of the Company to be also booked in the committee's booking office in the high level station, and to use the waiting rooms and other conveniences in and about such station: And subject to such regulations and requirements as aforesaid the committee will also allow the Company to put up free of cost notice boards at such places in front of and within the high level station as shall be mutually agreed upon between the Company and the committee, which boards may bear the name of the Company's station, and be of such dimensions and design as shall be mutually agreed upon between the committee and the Company, and the Company may affix special announcements on such boards.

Company to maintain and repair Mersey low level station.

9. The Company shall and will, at their own cost and expense, except as herein-after mentioned, in all respects at all times maintain the Mersey low level station and the works connected therewith in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer for the time being of the committee, and if and whenever the Company fail so to do the committee may make and do such repairs, and the sum from time to time certified by such engineer to be the reasonable amount of such expenditure shall be repaid to the committee by the Company, and in default of payment may be recovered by them from the Company with full costs in any court of competent jurisdiction.

Company to indemnify committee.

10. The Company will make good to the committee all damage or injury which may be done or occasioned, whether by the Company's negligence or otherwise, to the high level station, or to the railways or other property of or any interference with or delay to the traffic of the committee, by or in consequence of the construction, maintenance, or user by the Company of the Mersey low level station, or the exercise of any of the powers by this agreement conferred upon the Company, and will also keep the committee indemnified against all actions, claims, and demands whatsoever brought or made against the committee by any corporation or person by or in consequence of the construction, maintenance, or user by the Company of such Mersey low level station or the exercise of any such powers.

Committee empowered to make junctions.

11. The Company will permit the committee at any time or times hereafter to make, maintain, and use the several junctions between the railway of the Company and the railways of the committee (or of any one of the companies constituting the committee) herein-after mentioned (that is to say):—

(1.) A double junction at the north-west end of the proposed Mersey low level station with any railway to be made into that station by the committee or any of the companies constituting the committee;

(2.) One or more junctions at the south-east end of the said Mersey low level station with any railway to be made into that station by the committee or any of the companies constituting the committee;

(3.) A junction for at least two lines of railway to connect the railway of the Company at Birkenhead with the goods yard and works belonging to or occupied by the committee at Birkenhead.

The cost of making and working the said junctions, or any or either of them hereby authorised, when completed, shall be borne by the committee, and the several points of junction and manner of making and working the same shall be agreed upon between the Company and the committee respectively, or, failing agreement, shall be settled by arbitration in manner herein-after provided.

Company not to permit third parties to use station, &c.

12. The Company shall not, without the previous consent of the committee, to be signified in writing under their common seal, permit any other railway company, corporation, or person whatsoever to run trains into the Mersey low level station, which, with the approaches thereto, is for the exclusive use of the Company, but the committee are to be at liberty to use the portion coloured brown on the said plan jointly with the Company in manner herein-after mentioned.

Company to afford facilities for conveyance and haulage of traffic.

13. When any such junction or junctions forming a connexion or connexions between the railways of the committee or of any one or more of the companies constituting the committee and the railways of the Company as is or are herein-before authorised is or are completed for traffic, the Company will afford all facilities in their power to the committee, and the several companies constituting the committee, for the conveyance of their traffic to and from Birkenhead, and will (if required by the committee), with all regularity and despatch, haul such trffiac from the committee's goods station at Brunswick, or from such other point as may be agreed upon between the Company and the committee, and the tolls and rates of payment to be made by the committee to the Company for such facilities and haulage shall be such as shall from time to time be agreed upon between the Company and the committee, or, failing agreement, as shall be fixed by arbitration in manner herein-after provided.

Through traffic rates, &c.

14. The committee and the Company respectively will make through rates and arrangements for interchange of goods and passenger traffic, with through bookings and all facilities usual between friendly companies, so as to establish through communication between places on their respective systems of railway at through rates to be mutually agreed upon, or, failing agreement, to be settled by arbitration as herein-after provided.

Payments by the Company to the committee.

15. From the time when the Mersey low level station of the Company shall be opened for public traffic or from the expiration of two years from the first day of January one thousand eight hundred and eighty-nine (whichever time shall first happen), the Company will pay to the committee, as and by way of rent, the sums following, viz. :—

	£
For the 1st year the sum of	250
„ „ 2nd „ „ „ „	500
„ „ 3rd „ „ „ „	750
„ „ 4th „ „ „ „	1,000
„ „ 5th „ „ „ „	1,250
„ „ 6th „ „ „ „	1,500

and after the sixth year and thenceforth during the continuance of this agreement, a fixed sum of one thousand five hundred pounds per annum. The said

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respective rents shall be paid by two equal half-yearly payments on the first day of July and the first day of January in each and every year after such time as aforesaid.

Rent in arrear recoverable by action.

16. If the Company shall make default in payment of any of the said rents for thirty days after any day whereon the same ought to be paid, the committee may recover the same from the Company with full costs by action in any court of competent jurisdiction.

Accounts and vouchers.

17. The committee and the Company respectively will keep all books, accounts, and vouchers which shall be necessary and proper for ascertaining what payments may be due under this agreement from or to the committee and Company, and either party may, for the purposes of this agreement, inspect such books, accounts and vouchers of the other party.

Duration of agreement.

18. This agreement shall be in perpetuity: Provided nevertheless that if the Company shall not complete the said low level station ready for public traffic within two years from the first day of January, one thousand eight hundred and eighty-nine or within such extended time as the arbitrator herein-after mentioned shall determine to be reasonable, having regard to any unforeseen circumstances (not being merely want of funds) or if the Company shall at any time hereafter make default in payment of any of the said annual sums or rents herein-before made payable by them or in maintaining the low level station in good repair and condition, then and in any of such cases the committee may by writing under their seal give six calendar months notice of their intention to determine this agreement, or if in the meantime before the expiration of such six months the Company shall not have done the work or made the payment in respect of which default shall have been made the committee may by further notice under their seal to be given on the expiration of the said six months determine this agreement: Provided also, that the several provisions of the Conveyancing Act 1881, section 14, and the principles of courts of equity in giving relief against forfeiture for non-payment of rent shall apply as between the Company and the committee in respect of the property comprised in this agreement in the same way as if this agreement were a demise for a term of years by the committee to the Company.

Committee and Company to construct certain works pari passu.

19. If in the course of the construction of the Mersey low level station or of the line coloured brown on the said plan, the Company do any work beyond the line dotted green on the said plan hereunto annexed for the safety of the superstructure of the high level station, the committee shall repay to the Company the cost of such work so far as it shall have been executed upon the portion of the station or rails coloured blue on the said plan. The committee shall also repay to the Company one half of all costs or expenses which may be incurred by the Company in constructing the said portion of railway and station coloured brown on the said plan, and the said portion coloured brown shall be jointly used by, and be maintained at the joint cost of, the committee and the Company.

Company may use lines and works constructed by the committee.

20. If and when the lines of rails and the platform coloured blue on the said plan hereunto annexed shall have been constructed then the Company with the consent of the committee or with the consent of such one or more of the companies constituting the committee as may have constructed the last-

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mentioned lines and platform may for purposes of all kinds of coaching traffic use the said last-mentioned lines of rails and platform, together with the sidings and land connected therewith, watering places and other conveniences thereto belonging, and the terms, extent and conditions under which such user may be exercised shall, failing agreement, be settled by arbitration.

Arbitration.

21. Any question or difference which shall at any time arise between the Company and the committee, touching or concerning the construction or maintenance of any works herein-before provided, or as to the reasonableness or sufficiency of any plans, sections, specifications, or works, or the points of any junction or junctions to be made, as herein-before provided, between the Mersey low level station and the railway works and property of the committee, or any of the companies constituting the committee, shall be settled by an engineer to be appointed by the president for the time being of the Institute of Civil Engineers, on the application of either party, and the decision of such last-named engineer shall be final and conclusive, and any difference of opinion which shall at any time arise between the Company and the committee, or any of the companies constituting the committee, touching and concerning the costs of making, maintaining, and working any of the junctions herein proposed to be made between the railways of the Company and the committee, or of any of the companies constituting the committee, or concerning the cost of making the line of rails coloured brown upon the said plan, or as to the tolls and charges to be paid by the committee or any of the companies constituting the committee to the Company for hauling the traffic of the committee, or any of the companies constituting the committee, in the manner herein-before provided, or concerning the facilities to be afforded by the Company to the committee, or any of the companies constituting the committee, or by the committee or any of the companies constituting the committee, to the Company over the railways or stations of either party, shall respectively be decided by arbitration, in the manner provided for determining disputes between railway companies, under the provisions of the Railways Arbitration Act 1859.

Statutory confirmation of this agreement.

22. Either of the parties hereto may in the ensuing or any subsequent session of Parliament apply for a statutory confirmation of this agreement, and the other party hereto will consent to and concur in such application, but this agreement shall be subject to such alterations as Parliament shall think fit to make therein, nevertheless, if any material alteration be made therein by Parliament either of the parties hereto may elect to vacate this agreement.

In witness whereof the committee and the Company have hereunto affixed their respective common seals the day and year herein-before written.

The common seal of the Cheshire Lines Committee was hereunto affixed in the presence of

Ed. Ross,
Secretary.

Seal of the Cheshire Lines Committee.

The common seal of the Mersey Railway Company was hereunto affixed in the presence of

Geo. H. Langham,
Secretary.

Seal of the Mersey Railway Company.

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The SECOND SCHEDULE referred to in the foregoing Act.

An Agreement made the tenth day of July 1889 between the Proprietors of the Lyceum Liverpool (herein-after called the Proprietors) of the one part and the Mersey Railway Company (herein-after called the Company) of the other part Whereas the Company have made a proposal to the Proprietors to lease on the terms herein-after contained the portion of the Lyceum basement marked pink on the plan hereto annexed for the purposes of railway offices and conveniences And whereas at a meeting of the Proprietors duly convened and held in the News Room on Monday the sixth day of May 1889 for the purposes of considering the said proposal of the Company the following resolution was duly passed:—

"That this meeting of the proprietors of the Lyceum authorise the committee to carry out the agreement with the Mersey Railway Company upon the terms proposed with such modifications (if any) as the committee may be advised to make and subject to the consent of the city council and court if necessary":

Now this agreement witnesseth that the said parties hereto mutually agree that the proprietors shall grant and the Company shall take a lease of that portion of the Lyceum basement marked pink on the plan hereto annexed for the purposes of railway offices and conveniences upon the terms and conditions herein-after contained (that is to say):—

1. A lease to be granted for a term of 30 years from the 1st July 1889 The rent to be £300 per annum for the first ten years £400 per annum for the next ten years and £500 per annum for the remainder of the tenancy The said rent to be payable by equal half-yearly instalments and the first of such payments to be made on the first day of January 1890.

2. The Company to submit detailed plans showing their intended alterations and structures for the station offices &c. so far as they affect the demised premises such alterations not in any way to interfere with the Lyceum building so as to make it unsuited for its present purposes and to be reasonably approved by and to be carried out to the reasonable satisfaction of a surveyor appointed by the committee of the Lyceum whose charges shall be paid by the Mersey Railway Company.

3. The Company so to construct their works fronting Lyceum Place that the Lyceum proprietors may at any time build over the Company's entrance leaving the Company a clear headway of sixteen feet above the street level.

4. The lease and counterpart to be drawn up and submitted by the Company containing all proper and necessary provisions for protecting the interests and comforts of the proprietors of the Lyceum and their tenants and all other usual provisions.

5. The Company to indemnify the proprietors and the committee and officers thereof against all actions and suits at law or in equity (including all costs) that may be brought against the proprietors or the committee or officers thereof or any of them in respect of the said tenancy or alterations in the Lyceum building or any part thereof or in respect of the granting of such lease or the making of this agreement.

6. The Company to bind itself not to seek at any time hereafter parliamentary powers to acquire the present Lyceum buildings without the proprietors consent.

7. The Company to keep the whole of the demised premises in a good and tenantable state of repair during the said term.

8. The Company to pay all existing and future rates taxes assessments and outgoings for the time being payable in respect of the said demised premises to execute all reasonable requirements of the sanitary authorities in respect of their tenancy of the said premises which shall legally be demanded not to assign underlet or part with the possession of the said premises or any part thereof without the consent in writing of the proprietors but such consent shall not be withheld to any assignment or underletting to responsible assignees or undertenants and no fine or premium shall be paid or demanded for any such consent and not to make any further structural alterations whatever in or about the said premises without the consent in writing of the proprietors.

9. The Company to allow or provide an entrance from the adjoining premises of the Lyceum to the passage to the booking office in such manner however that the same shall not interfere with the arrangements of the Company.

10. Provided always and it is hereby expressly agreed and declared that if any part of the said rent shall be in arrear for 40 days after any of the days on which the same is hereby made payable whether legally demanded or not or if there shall be a breach of any of the agreements herein contained on the part of the Company which the Company shall refuse or neglect to rectify after reasonable notice in writing then and in any of such cases it shall be lawful for the proprietors either—

(a.) To enter upon the said premises and prevent the further use occupation and enjoyment thereof by the Company their agents servants workmen and passengers until such time as the rent due shall be paid or other agreement herein shall be duly observed and performed by the Company without prejudice to the continuance of the tenancy hereby created ; or

(b.) To re-enter upon the said premises and determine the tenancy without prejudice to the liability of the Company for payment of rent and observance and performance of the agreements herein :

And such entry may be made by the duly authorised agents of the proprietors by effecting forcible entry upon the said premises and for that purpose they shall be entitled to break and force open any door or fences and without the necessity of bringing an action of ejectment or taking any proceedings at law for the recovery of possession of the said premises.

11. The Company to pay all the reasonable costs charges and expenses of the proprietors in connexion with the examination approval and inspection of the

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said plans and the execution of the said works so far as they affect the demised premises and in connexion with the negotiation preparation and completion of this agreement and of the said lease and of such matters and things as may be incidental thereto or necessary to be done in order to carry out the terms of this agreement.

12. This agreement is made by the proprietors subject to the Company obtaining such consents as may be legally necessary in order to give validity hereto or to meet any requirements of the Company and the proprietors shall not be held responsible if this agreement is impeached or in any way rendered ineffectual.

13. The said lease shall not be completed and the Company shall not be entitled to enter upon or take possession of the said premises under the terms of this agreement or to commence the execution of the said works and alterations until the costs charges and expenses of the said proprietors as aforesaid shall have been paid.

If any question shall arise between the parties as to the construction of this agreement or as to any of the clauses or conditions of the said lease or in any way whatever the same shall from time to time be referred to an arbitrator to be appointed by the president for the time being of the Incorporated Law Society of Liverpool.

In witness whereof the Lyceum proprietors have hereto set their hands and the Company have caused their common seal to be affixed the day and year first above written.

The common seal of the said Mersey Railway Company was hereunto affixed in the presence of

GEO. H. LANGHAM,
Secretary.

Seal of the Mersey Railway Company.

By order of the committee for and on behalf of the proprietors of the Lyceum

THOMAS WALLING,
Secretary.

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