



CHAPTER IV.

An Act to authorise the South Lancashire Tramways Company to construct additional tramways and other works and for other purposes. [18th August 1911.] A.D. 1911.

WHEREAS the South Lancashire Tramways Company (in this Act called "the Company") were incorporated by the South Lancashire Tramways Act 1900 and under the powers contained in that Act and in the South Lancashire Tramways Acts 1901 1903 1905 and 1906 have constructed and work a system of tramways in the county palatine of Lancaster :

And whereas it is expedient that the Company should be authorised to construct the new tramways and the street works herein-after described :

And whereas the existing tramways of the Company are worked by electrical energy supplied by the Lancashire United Tramways Limited (in this Act called "the limited company") from a generating station of that company situate at Atherton in the said county palatine and it is expedient that the limited company should be empowered to sell and transfer and the Company to purchase the said generating station the buildings machinery plant and works connected therewith and the lands on which the same are situate and certain other lands belonging to or leased by the limited company and that the agreement in that behalf set forth in the First Schedule to this Act should be confirmed and the Company authorised to generate electrical energy at the said station for the purposes herein-after mentioned :

And whereas the limited company supply the urban district council of Atherton (in this Act called "the district council") with electrical energy in bulk from the said generating station and it is expedient that the Company and the district council

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A.D. 1911. should be authorised to enter into and carry into effect agreements in that behalf:

And whereas it is expedient that the South Lancashire Tramways Acts 1900 and 1903 be amended in the manner provided by this Act:

And whereas it is expedient that the other powers in this Act contained should be conferred upon the Company:

And whereas plans and sections showing the lines and levels of the new tramways and the street works authorised by this Act and also 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 lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county palatine of Lancaster and are herein-after respectively referred to as the deposited plans sections and book of reference:

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 King'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 (that is to say):—

Short and collective titles.

1. This Act may be cited as the South Lancashire Tramways Act 1911 and the South Lancashire Tramways Acts 1900 1901 1903 1905 and 1906 and this Act may be cited together as the South Lancashire Tramways Acts 1900 to 1911.

Incorporation of general Acts.

2. The Lands Clauses Acts and section 3 (Interpretation of terms) and Part II. (Construction of Tramways) and Part III. (General Provisions) of the Tramways Act 1870 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 And in this Act unless the context otherwise requires—

“The Company” means the South Lancashire Tramways Company;

“The limited company” means the Lancashire United Tramways Limited;

“The power company” means the Lancashire Electric Power Company;

“The county council” means the council of the administrative county of the county palatine of Lancaster;

“The district council” means the council of the urban district of Atherton;

“The Act of 1900” means the South Lancashire Tramways Act 1900;

“The Act of 1901” means the South Lancashire Tramways Act 1901;

“The Act of 1903” means the South Lancashire Tramways Act 1903;

“The new tramways” and “the street works” mean respectively the new tramways and the street works by this Act authorised;

“The existing tramways” means the tramways of the Company constructed under the powers of the Act of 1900 the Act of 1901 and the Act of 1903;

“The tramways” means the new tramways the existing tramways and any tramway or light railway for the time being belonging or demised to or worked by the Company;

“The undertaking” means the undertaking of the Company;

“Contingencies” in section 122 of the Companies Clauses Consolidation Act 1845 includes the contingency of the undertaking being sold at a sum less than the aggregate amount of the capital and debts of the Company.

4. Subject to the provisions of this Act the Company may make form lay down work use and maintain the new tramways herein-after described in the lines and according to the levels shown on the deposited plans and sections and in all respects in accordance with those plans and sections with all proper rails plates works and conveniences connected therewith Provided that nothing in this Act shall authorise any interference with electric lines and works of any undertakers under the Electric Lighting Acts 1882 to 1909 to which the provisions of section 15 of the Electric Lighting Act 1882 apply except in accordance with and subject to the provisions of that section.

Power to
make new
tramways.

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The new tramways herein-before referred to and authorised by this Act will be situate wholly in the county palatine of Lancaster and are—

Tramway No. 1 A tramway 1 mile 2 furlongs 8·30 chains or thereabouts in length (of which 1 mile 3·05 chains or thereabouts will be single line and 2 furlongs 5·25 chains or thereabouts will be double line) commencing in Manchester Road East in the township and urban district of Little Hulton by a junction with Tramway No. 2 herein-after described at a point 0·70 chain or thereabouts measured in a south-easterly direction from the junction of Cleggs Lane and Manchester Road East passing thence in a north-easterly direction along Cleggs Lane into and along and terminating in Buckley Lane in the township and urban district of Farnworth by a junction with the existing tramways of the Farnworth Urban District Council :

Tramway No. 2 A tramway 1 mile 7 furlongs 1 chain or thereabouts in length (of which 1 mile 4 furlongs 3 chains or thereabouts will be single line and 2 furlongs 8 chains or thereabouts will be double line) commencing in Manchester Road West in the township and urban district of Little Hulton at the point at which that road is intersected by the boundary between the urban district of Little Hulton and the borough of Bolton passing thence in a south-easterly direction into and along and terminating in Manchester Road East in the township and urban district of Worsley by a junction with the existing tramways at a point 6·75 chains or thereabouts measured in a south-easterly direction from the point at which the last-mentioned road is intersected by the boundary between the urban district of Little Hulton and the urban district of Worsley.

Power to
make street
works.

5. Subject to the provisions of this Act the Company may make the street works herein-after described in the lines and according to the levels and within the limits of deviation shown on the deposited plans and sections together with all necessary and proper works improvements junctions connexions approaches and conveniences connected therewith or incidental thereto and may enter upon take hold and use such of the lands delineated on the deposited plans and described in the deposited book of

reference as they may require for those purposes and may enter upon open break up and interfere with such streets or roads as may be necessary for the like purposes. A.D. 1911.

The street works herein-before referred to and authorised by this Act will be situate wholly in the county palatine of Lancaster and are—

Work No. 1. A lowering and alteration of the levels of Warrington Road Goose Green in the township and county borough of Wigan under the bridge carrying the London and North Western Railway over that road commencing at a point 1 furlong 1·5 chains or thereabouts north of Thorn Street and extending for a distance of 6 chains or thereabouts measured in a northerly direction:

Work No. 2. A lowering and alteration of the levels of Ormskirk Road Newtown in the township and county borough of Wigan under the bridge carrying the Lancashire and Yorkshire Railway over that road commencing at a point 1·6 chains or thereabouts east of Frith Street and extending for a distance of 6 chains or thereabouts measured in an easterly direction:

Work No. 3. A lowering and alteration of the levels of Darlington Street East in the township and county borough of Wigan under the bridge carrying the Great Central Railway over that street commencing at the junction of that street with Warrington Lane and extending for a distance of 4·33 chains or thereabouts measured in an easterly direction:

Work No. 4. A lowering and alteration of the levels of Wigan Road in the township and urban district of Hindley under the bridge carrying the London and North Western Railway over that road commencing at a point 1·8 chains or thereabouts east of Gregory Street and extending for a distance of 6 chains or thereabouts measured in an easterly direction:

Provided that the said Work No. 4 shall only be constructed upon such terms and subject to such conditions as the urban district council of Hindley may approve. Provided further that the said Work No. 4 shall unless otherwise agreed upon in writing between the said council and the Company be completed within a period of six weeks from the date on which the same shall have been commenced.

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Application
of certain
sections of
Acts of 1900
1901 and
1903 to new
tramways
and street
works.

6. The following sections of the Act of 1900 the Act of 1901 and the Act of 1903 shall so far as the same are applicable in that behalf and are not inconsistent with the provisions of this Act extend and apply mutatis mutandis to and in relation to the new tramways and the street works and to the Company in respect thereof (that is to say):—

The Act of 1900—

- Section 22 (Inspection by Board of Trade);
- Section 24 (Plan of proposed mode of construction);
- Section 25 (Gauge of tramways);
- Section 27 (Penalty for not maintaining rails and roads);
- Section 28 (Local authority to have access to sewers);
- Section 29 (Cross-overs to be constructed where less than a certain width left between footway and tramway);
- Section 30 (Power to make additional crossings &c.)
Provided that the Company shall not under the provisions of the said section 30 make maintain alter or remove any crossings passing places sidings junctions or other works in connexion with the new tramways except with the consent of the Board of Trade;
- Section 31 (Alteration of tramways);
- Section 32 (Temporary tramways may be made where necessary);
- Section 37 (As to removal of snow &c.) as amended by this Act;
- Section 38 (Agreements with adjoining owners &c.);
- Section 40 (Provisions as to motive power);
- Section 42 (Erection of posts &c.) Provided that no post or other apparatus shall be erected on the carriageway of any street or road for the purposes of the new tramways except with the consent of the Board of Trade;
- Section 43 (Special provisions as to use of electric power);
- Section 45 (Mechanical power works to be subject to sections 30 32 of Tramways Act 1870);
- Section 46 (Byelaws);

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- Section 47 (Amendment of Tramways Act 1870 as to A.D. 1911.
byelaws by local authority);
- Section 48 (Power to acquire patent rights);
- Section 49 (Rates for passengers);
- Section 50 (Passengers' luggage);
- Section 51 (Animals and goods);
- Section 52 (Restriction on carriage of animals and goods)
as amended by this Act;
- Section 53 (Payment of rates and charges);
- Section 54 (As to rates on Sundays or holidays);
- Section 55 (Cheap fares for labouring classes);
- Section 56 (Periodical revision of rates and charges);
- Section 59 (Deviation);
- Section 61 (Agreements with respect to road widenings);
- Section 62 (Power to make subsidiary works);
- Section 64 (Correction of errors &c. in deposited plans
and book of reference);
- Section 70 (Persons under disability may grant ease-
ments &c.);
- Section 71 (Future purchase by local authority) as
modified by this Act;
- Section 74 (Service of cars);
- Section 76 (Local authorities and road authorities may
use tramways for certain purposes);
- Section 86 (Form and delivery of notices);
- Section 87 (Arbitration);
- Section 89 (Orders &c. of Board of Trade);
- Section 90 (Recovery of penalties);
- Section 110 (For protection of the corporation of Man-
chester);

The Second Schedule :

The Act of 1901—

- Section 5 (Attachment of brackets to buildings);
- Section 8 (Appropriation of land to street widenings);
- Section 35 (For protection of London and North Western
Railway Company):

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- Section 6 (For protection of Postmaster-General);
Section 7 (Repeal and amendment of certain sections of Act of 1900);
Section 13 (Power to alter steps areas and pipes);
Section 40 (Agreements with road authority);
Section 41 (Company and local authorities may contract to lease tramways in neighbouring districts);
Section 42 (Junctions with other tramways) Provided that the Company shall not under the provisions of the said section 42 form junctions between any of the new tramways and any tramways or light railways except with the consent of the Board of Trade;
Section 43 (Power to enter into agreements with respect to traffic);
Section 44 (Agreements with local authorities and others as to supply of electricity);
Section 45 (Penalty for wilful damage and power to remove obstructions):

And in construing the said sections for the purposes of this Act the expression "the tramways" shall mean the new tramways the expression "road widenings" shall mean the street works the expression "the undertaking" shall mean the undertaking by this Act authorised and the expressions "the passing of this Act" and "the commencement of this Act" shall mean the passing of this Act.

Rails of new tramways.

7. The rails of the new tramways shall be such as the Board of Trade may approve.

New tramways to be kept on level of surface of road.

8. If and whenever after the passing of this Act any road authority alters the level of any road along or across which any part of the new tramways is laid or authorised to be laid the Company may and shall from time to time alter or (as the case may be) lay their rails so that the uppermost surface thereof shall be on a level with the surface of the road as altered.

Application of road materials ex-

9. Any paving metalling or material excavated by the Company in the construction of the new tramways or the street

works in any road under the jurisdiction or control of any road authority may be applied by the Company so far as may be necessary and suitable in or towards the reinstating of the road the construction of the new tramways and the street works and the maintenance for six months after completion of any of the new tramways within the district of such road authority of so much of the roadway as the Company are by section 28 of the Tramways Act 1870 or by this Act required to maintain and the Company shall if so required deliver to the road authority any granite or gritt setts not required to be used as setts by the Company on being paid or allowed by the road authority a sum equal to the value of the setts if broken up for the purpose of making concrete and shall also if so required deliver the surplus paving metalling or material not used or required to be retained for the purposes aforesaid to the surveyor of the road authority or to such person or persons as he may appoint to receive the same Provided that if within seven days after the setting aside of the surplus arising from the excavation of any such paving metalling or material and notice duly given such surplus is not removed by such surveyor or by some other person named by him for that purpose such surplus paving metalling or material shall absolutely vest in and belong to the Company and may be dealt with removed and disposed of by them in such manner as they may think fit Any difference between the Company and any road authority or surveyor or other person with reference to any of the matters aforesaid shall be determined by arbitration.

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cavated in
construction
of works.

10. Subject to the provisions of this Act the Company may during the construction of the new tramways and the street works with the consent of the road authority expressed in writing by the clerk of such authority stop up temporarily the carriageway or footway of any road or bridge as they think necessary and for that purpose may put up bars posts and other erections Provided that the Company shall before stopping up any footway under this section provide a temporary substitute therefor.

Stopping of
roads during
execution of
works.

11. Upon the completion of any of the street works the altered portion of street or road shall subject to the provisions of this Act be repaired and maintained for a period of six months from the date of such completion by the Company to the reasonable approval of the surveyor of the body liable for the repair and maintenance of the street or road prior to the

As to repair
of altered
roads.

A.D. 1911. alteration thereof and after the expiration of that period by that body.

Company may lop trees overhanging public highway.

12. The Company may cut and lop any trees planted in or near any highway along or across which any of the tramways are laid which may in any way interfere with the construction or working of the tramways or trolley wires in connexion therewith or with the clear and safe passage of the tramcars and the passengers thereon. Provided that the Company shall not in the exercise of the powers of this section do unnecessary damage to any such trees and shall make compensation to any persons who may sustain damage by the exercise of the powers of this section. Provided also that except in cases of emergency the Company shall not exercise the powers conferred upon them by this section unless the owner shall have neglected to lop such trees for twenty-eight days after service of notice upon him by the Company requiring him so to do and if the owner shall comply with such notice a reasonable sum shall be paid to him to defray the cost of so doing in addition to any compensation that may be payable under this section.

Tolls on tramways &c. worked or leased by Company.

13. The powers conferred upon the Company by sections 82 (Running powers) 83 (Working agreements) and 84 (Power to enter into agreements with respect to traffic) of the Act of 1900 section 24 (Working agreements) of the Act of 1901 and sections 41 (Company and local authorities may contract to lease tramways in neighbouring districts) and 43 (Power to enter into agreements with respect to traffic) of the Act of 1903 shall be deemed to include a power to the Company to demand take and recover upon and in respect of any tramways or light railways leased to or run over worked or used by the Company by agreement under any of such sections the tolls rates and charges which the owners of any such tramways or light railways are authorised to demand and take.

Agreements with Wigan Corporation.

14. The mayor aldermen and burgesses of the borough of Wigan (in this section called "the corporation") on the one hand and the Company on the other hand may enter into and carry into effect agreements and arrangements for the exercise by the corporation and the Company of reciprocal running powers over their respective tramways (which expression in this section shall include light railways) and for the construction and maintenance of such junctions (including all electrical connexions and apparatus) between such tramways as may be necessary or

convenient for the purposes of any such agreement During the continuance and subject to the terms and conditions of any such agreement or arrangement the parties thereto may in the exercise by either of them of such running powers demand take and recover tolls fares and charges not exceeding those authorised in respect of the tramway or tramways over which such running powers are exercised. A.D. 1911.

The powers by this section conferred upon the corporation shall extend to any tramways for the time being held by them on lease from any other local authority body or person Provided always that the corporation shall not under the powers by this section conferred upon them grant to the Company the right to run over any tramways outside the borough of Wigan without the consent of the local authority within whose district such tramways are situate.

15. During the continuance of any agreement to be entered into under the provisions of the Act of 1900 the Act of 1901 the Act of 1903 or this Act for the working owning running over or leasing of any tramways or light railways the tramways and light railways of the contracting parties shall for the purpose of calculating the fares rates and charges to be taken in respect of traffic conveyed thereon be deemed to be one undertaking. As to charges for traffic conveyed partly on tramways and partly on other tramways.

16.—(1) It shall be lawful for the Postmaster-General in any street or public road or part of a street or public road in which he is authorised to place a telegraph to use for the support of such telegraph any posts and standards (with the brackets connected therewith) erected in any such street or public road by the Company in connexion with the new tramways and to lengthen adapt alter and replace such posts standards and brackets for the purpose of supporting any telegraph and from time to time to alter any telegraph so supported subject (unless otherwise agreed upon between the Postmaster-General and the Company) to the following conditions:— Use of tramway posts by Postmaster-General.

(A) In placing maintaining or altering such telegraph no obstruction shall be caused to the traffic along or the working or user of the new tramways:

(B) The Postmaster-General shall give to the Company not less than twenty-eight days' notice in writing of his

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intention to exercise any of the powers of this section and shall in such notice specify the streets or public roads or parts of streets or public roads along which it is proposed to exercise such powers and the manner in which it is proposed to use the posts standards and brackets and also the maximum strain and the nature and direction of such strain Any difference as to any matter referred to in such notice shall be determined as herein-after provided :

- (c) Unless otherwise agreed between the Postmaster-General and the Company the Postmaster-General shall pay the expense of lengthening adapting altering or replacing under the provisions of this section any post standard or bracket and the expense of providing and maintaining any appliances or making any alteration rendered necessary in consequence of the exercise of the powers of this section for the protection of the public or the unobstructed working or user of the new tramways or to prevent injurious affection of the Postmaster-General's telegraphs or any telegraphic or telephonic line or electrical apparatus of the Company or by any regulations which may from time to time be made by the Board of Trade arising through the exercise by the Postmaster-General of the powers conferred by this section :
- (d) Unless otherwise agreed or in case of difference determined as herein-after provided all telegraphs shall be attached to the posts standards or brackets below the level of the trolley wires and on the side of such posts or standards farthest from the trolley wires Any difference as to the conditions of attachment shall be determined as herein-after provided :
- (e) Unless otherwise agreed no telegraph shall be attached to any post or standard placed in or near the centre of any street or public road :
- (f) The Postmaster-General shall cause all attachments to posts standards or brackets used by him under the powers of this section to be from time to time inspected so as to satisfy himself that the said attachments are in a proper condition and state of repair :

- (G) The Postmaster-General shall make good to the Company and shall indemnify them against any loss damage or expense which may be incurred by them through or in consequence of the exercise by the Postmaster-General of the powers conferred upon him by this section unless such loss damage or expense be caused by or arise from gross negligence on the part of the Company their officers or servants : A.D. 1911.
- (H) The Postmaster-General shall make such reasonable contribution to the original cost of providing and placing any post standard or bracket used by him and also to the annual cost of the maintenance and renewal of any such post standard or bracket as having regard to the respective interests of the Company and the Postmaster-General in the use of the post standard or bracket and to all the circumstances of each case may be agreed upon between the Postmaster-General and the Company or failing agreement determined as herein-after provided :
- (I) The Company shall not be liable for any interference with or damage or injury to the telegraphs of the Postmaster-General arising through the exercise by the Postmaster-General of the powers conferred by this section and caused by the maintaining and working of the new tramways or by any accident arising thereon or by the authorised use by the Company of electrical energy unless such interference damage or injury be caused by gross negligence on the part of the Company their officers or servants :
- (J) If it shall become necessary or expedient to alter the position of or remove any post standard or bracket the Postmaster-General shall upon receiving twenty-eight days' notice thereof at his own expense alter or remove the telegraph supported thereby or at his option retain the post standard or bracket and pay the Company the value of the same Provided that if the Company or the body having the control of the street or public road object to the retention of the post standard or bracket by the Postmaster-General a difference shall be deemed to have arisen and shall be determined as herein-after provided.

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(2) Nothing in this section contained shall prevent the Company from using their posts standards or brackets for the support of any of their electric wires and apparatus in connexion with their tramways or shall take away any existing right of the local authority of using the posts standards or brackets of the Company in connexion with the lighting of the streets or otherwise Provided that any difference between the Postmaster-General and the local authority in relation to the use of the posts standards or brackets by the Postmaster-General and the local authority respectively shall be determined as herein-after provided.

(3) All differences arising under this section shall be determined in manner provided by sections 4 and 5 of the Telegraph Act 1878 for the settlement of differences relating to a street or public road.

(4) In this section the expression "the Company" includes their lessees the expression "telegraph" has the same meaning as in the Telegraph Act 1869 and other expressions have the same meaning as in the Telegraph Act 1878.

For protection of county council.

17. Notwithstanding anything in this Act the provisions of this section shall apply for the protection of the county council and the ratepayers and inhabitants of the administrative county of the county palatine of Lancaster unless otherwise agreed in writing between the county council and the Company (that is to say):—

(1) Before any tramway by this Act authorised to be laid in or along any main road within the said administrative county is opened for public traffic such road shall be widened to a uniform width of not less than twenty-seven feet of metalled carriageway in addition to the existing width of footpath where such width does not exceed six feet and such widened portion of the carriageway and footpath (if any) shall be paved with the same class of pavement as exists in such road before it is widened Provided always that where the county surveyor shall certify that owing to there being buildings opposite to each other on both sides of the road the cost of purchasing land for such widening would be unreasonably excessive the provisions of this subsection shall not apply Any difference or dispute between the Company and the county council which may arise as to whether such

certificate should be given or otherwise in respect of this section shall be determined by the Board of Trade or at the option of the Board by an arbitrator to be appointed by the Board but in every case the costs of and in connexion with such arbitration shall be paid by the Company :

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- (2) The Company in laying their rails along such main roads shall in all cases save where a certificate of the county surveyor shall be granted as aforesaid cause the same to be laid placed and maintained in such position as to allow a space of nine feet six inches between the outer edge of the kerb and the centre of the nearest rail on one side and twelve feet nine and one half inches between the edge of the metalling and the centre of the nearest rail on the other side so as to allow room for carts laden with hay and straw and other overhanging loads to pass freely on one side of such track except at crossing and passing places :
- (3) The Company shall at their own expense pave so much of any main road whereon any of the new tramways are laid as lies between the rails and as extends eighteen inches beyond the rails of and on each side of any such tramway with granite cubes or setts or such other paving as the county council may reasonably approve and in all cases where the nearest rail of such tramway is of less distance than seven feet from the outer edge of the footpath or boundary of the carriageway on either side the intervening spaces between the rail and the footpath or boundary of the carriageway shall be paved in like manner to the reasonable satisfaction of the county council and the Company shall so long as they shall work the said tramway keep and maintain the same respectively in good repair and condition and all works and materials used in the construction maintenance or alteration of the said roads lying adjacent to the said tramways shall be reasonably approved by the county council and in the event of any subsequent deviation or alteration of the said tramways the consent of the county council shall be obtained before such deviation or alteration is made :

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- (4) Any question which may arise between the county council or their surveyor and the Company (except in respect of subsection (1)) with reference to this section or anything to be done or not to be done under this section (except as aforesaid) shall be determined by arbitration.

For protection of Little Hulton Urban District Council.

18. For the protection of the Little Hulton Urban District Council (in this section called "the council") the following provisions shall unless otherwise agreed upon in writing between the council and the Company apply and have effect (that is to say):—

- (1) The Company shall give to the council notice of their intention to open or break up any road within the district of the council for the purpose of making forming laying down maintaining or renewing any of the new tramways or any part or parts thereof and shall specify the time at which they will begin to do so and the portion of road proposed to be opened or broken up and such notice shall be given seven days at least before commencing the work:
- (2) The Company shall not open or break up or alter the level of any road within the district of the council except under the superintendence and to the reasonable satisfaction of the council unless the Council refuse or neglect to give such superintendence at the time specified in the notice or discontinue the same during the work:
- (3) The Company shall pay to the council all reasonable expense incurred by the council in respect of such superintendence:
- (4) The Company shall not without the consent of the council open or break up at any one time a greater length than one hundred yards of any road which does not exceed a quarter of a mile in length and in the case of any road exceeding a quarter of a mile in length the Company shall leave an interval of at least a quarter of a mile between any two places at which they may open or break up such road and shall not open or break up at any such place a greater length than one hundred yards:
- (5) When the Company have opened or broken up any portion of any road in the district of the council

they shall with all convenient speed and in all cases within four weeks (unless the council shall otherwise agree in writing) complete the work in respect of which such road has been opened or broken up and (subject to the formation maintenance or renewal of the tramway) fill in the ground and make good the surface thereof and to the satisfaction of the council restore the portion of such road to as good condition as that in which it was before it was opened or broken up and shall thereafter clear away all surplus paving or metalling material or rubbish and may appropriate the same for any of the purposes of the undertaking :

- (6) Until the portion of any road which has been opened or broken up by the Company is restored to the condition in which it was before it was opened or broken up the Company shall cause the place where the road is open or broken up to be fenced and watched and to be properly lighted at night :
- (7) The Company shall bear or pay to the council all reasonable expenses of the repair of the portion of any road which shall have been opened or broken up by them for six months after the same is restored so far as such expenses are increased by such opening or breaking up :
- (8) The Company shall pave and thereafter maintain and keep in good condition and repair with granite setts or such other materials and in such manner as may be reasonably required by and to the reasonable satisfaction of the council so much of any road within the district of the council whereon any portion of the new tramways is laid as lies between the rails of the tramway and (where two lines of tramway are laid in the same road at a distance of not more than four feet from each other) the portion of the road between such tramways and in every case so much of the road as extends eighteen inches beyond the rails of and on each side of any such tramway :
- (9) Section 71 (Future purchase by local authority) of the Act of 1900 shall in its application to so much of the undertaking by that Act authorised as is within the district of the council be read and construed as

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if the period of thirty-five years from the passing of that Act in subsection (A) of that section mentioned had been thirty-five years from the passing of this Act and the said section as so amended shall extend and apply also to so much of the new tramways and the undertaking by this Act authorised as is situate within the district of the council and subsection (7) of section 102 (For protection of Little Hulton Urban District Council) of the Act of 1900 is hereby repealed:

- (10) If any difference shall arise between the council and the Company under this section such difference shall be determined by arbitration.

For protection of Farnworth Urban District Council.

19. For the protection of the Farnworth Urban District Council (in this section called "the council") the following provisions shall unless otherwise agreed upon in writing between the council and the Company apply and have effect (that is to say):—

- (1) In this section the expression "the tramway" means so much of the Tramway No. 1 by this Act authorised as will be situate within the urban district of Farnworth:
- (2) Before commencing the construction of the tramway the Company shall intimate in writing to the council their intention so to do and thereupon the council may at any time within three months after the receipt of such intimation serve a notice upon the Company electing to construct the tramway. Provided that no such notice shall be served except in pursuance of a resolution of the council passed in manner provided by Part III. of Schedule A. to the Tramways Act 1870:
- (3) In the event of the council in pursuance of the immediately preceding subsection of this section electing to construct the tramway they shall proceed with the construction of the same with all reasonable dispatch and shall construct complete and equip the same to the reasonable satisfaction of the Company with all necessary electrical equipment for overhead traction before or simultaneously with the completion by the Company of the remaining portion of Tramway No. 1

Provided that the council shall not be bound to proceed with the construction of the tramway unless and until the Company proceed with the construction of the remaining portion of Tramway No. 1 For the purposes of this subsection all the rights powers duties obligations and liabilities conferred or imposed upon the Company by this Act or the enactments incorporated therewith in relation to the construction of the tramway shall be transferred to vested in and imposed upon and may be exercised by the Council If the council shall fail to construct and complete the tramway in accordance with the provisions of this subsection the Company may construct complete maintain work and use the same as if this and the immediately preceding subsection had not been enacted :

- (4) In the event of the council constructing the tramway the council and the Company shall upon the completion thereof enter into an agreement in such form as shall in the event of difference between the council and the Company be settled by arbitration providing—

(a) That the agreement between the council and the Company dated the thirty-first day of July one thousand nine hundred and six (in this section herein-after referred to as "the said agreement") under which certain of the tramways of the council authorised by the Farnworth Urban District Council Act 1900 are leased to and worked by the Company shall be read and have effect as if the tramway had as from the date on which the same is certified by the Board of Trade to be fit for public traffic been specified and included in Part I. of the schedule thereto ;

(b) That in addition to the sums mentioned in article 2 of the said agreement the Company shall in accordance with the provisions of that article pay to the council by half-yearly instalments such annual sum as shall be equivalent to the payments to be made by the council in each year for the purpose of the repayment of the moneys borrowed by them for and reasonably expended by them on

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the construction and equipment of the tramway including the fees of any consulting engineer employed by them in connexion therewith within a period which for the purposes of this subsection shall be taken to be the period of thirty years from the date of borrowing and of interest on such moneys at the best rate at which the council are able to borrow the same :

(5) The council may pay any expenses incurred by them in pursuance of this section out of the like rate and for defraying any such expenses shall have the like powers to borrow on the security of the same rate as if such expenses were incurred in applying for obtaining and carrying into effect a Provisional Order under the Tramways Act 1870 for the construction by the council of a tramway within their district :

(6) (a) In the event of the council not serving notice in pursuance of subsection (2) of this section electing to construct the tramway the council shall be entitled to purchase the tramway in accordance with the provisions of section 43 of the Tramways Act 1870 modified as follows:—

(i) The powers of purchase shall be exerciseable only within six months after the expiration of a period of twenty-one years from the first day of October one thousand nine hundred and five or within six months after the expiration of every subsequent period of seven years ;

(ii) The price to be paid shall be the cost of constructing the tramway less a reasonable sum for depreciation the amount to be determined in case of difference by an engineer or other fit person nominated as referee by the Board of Trade on the application of the Company or the council and the expenses of the reference to be borne and paid as the referee directs :

(b) On such purchase by the council the tramway shall for all purposes including the levying of tolls rates and charges form part of the authorised tramway undertaking of the council as though it had been constructed under the provisions of the Farnworth Urban District Council Act 1900 :

(c) Until such purchase by the council the provisions of the said agreement of the thirty-first day of July one thousand nine hundred and six in so far as they relate to the supply of energy by the council for the working of the tramway and the use of the standards for supporting lamps and the use of the tramway for sanitary purposes shall apply to the tramway as though the tramway had been one of the tramways specified and included in Part I. of the First Schedule to the said agreement:

(7) If any difference shall arise between the council and the Company under this section such difference shall be determined by arbitration.

20. The provisions contained in subsections (1) (3) to (7) and (9) to (17) of section 104 (For protection of Worsley Urban District Council) of the Act of 1900 shall unless otherwise agreed upon in writing between the Worsley Urban District Council and the Company extend and apply to so much of the new tramways and the undertaking by this Act authorised as is situate within the urban district of Worsley as though they were with the necessary modifications re-enacted in this section.

21. For the protection of the mayor aldermen and burgesses of the borough of Bolton (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed upon between the corporation and the Company have effect:—

(1) The Company shall in executing any work under this Act take such precautions and do such acts as the corporation may reasonably require for preventing injury to or interference with any main pipes or other property belonging to the corporation:

(2) The provisions of subsections (2) and (8) of section 92 (For protection of the corporation of Bolton) of the Act of 1900 shall extend and apply to the water mains vested in or belonging to the corporation and which may be affected by the execution of the powers of this Act.

22. Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Wigan (in this section

A.D. 1911. called "the corporation") shall unless otherwise agreed upon in writing between the corporation and the Company apply and have effect:—

- (1) Before commencing the construction of the street works the Company shall give twenty-eight days' notice in writing to the corporation and shall submit to the corporation plans sections and specifications of the street works for their approval and the street works and any alterations of any sewers drains and gas water or electricity mains pipes cables or other apparatus which shall be reasonably required by the corporation shall be constructed and carried out in all respects in accordance with such plans sections and specifications as may be approved by the corporation in writing and shall be constructed and carried out under the superintendence and to the reasonable satisfaction of the surveyor of the corporation:
- (2) The Company shall pay to the corporation all expenses reasonably incurred by them or by their surveyor in relation to such superintendence and approval:
- (3) Notwithstanding anything contained in this Act or in the enactments incorporated therewith in the construction of the street works the gradient of the surface of the road shall in all cases be such as may be agreed between the corporation and the Company or failing agreement settled by arbitration under the provisions of this section but such gradient shall in no case exceed that shown upon the deposited sections:
- (4) Whenever in the construction of the street works it becomes necessary to alter or interfere with any sewer or drain or any gas water or electricity main pipe cable or other apparatus belonging to the corporation (herein-after collectively referred to as "apparatus") the Company shall before altering or interfering with such apparatus construct to the reasonable satisfaction of the surveyor of the corporation apparatus in lieu of and of equal capacity with the apparatus so proposed to be altered or interfered with Provided that such substituted apparatus may if the corporation so desire be constructed by the corporation at the expense in all things of the Company:

- (5) Whenever it becomes in the opinion of the corporation owing to the construction of the street works reasonably necessary to lower or otherwise alter any apparatus which would not be actually interfered with by the construction of those works the Company shall at their own expense before the completion of the street works lower or otherwise alter such apparatus to the reasonable satisfaction of the surveyor of the corporation or the corporation may if they so desire themselves effect such lowering or alteration at the expense of the Company :
- (6) If by reason of the execution of any of the powers of this Act the corporation shall incur any cost in repairing or altering any existing apparatus the Company shall repay to the corporation such cost and the Company shall indemnify the corporation against any claim which may arise against them by reason of the construction of the street works :
- (7) The street works shall be proceeded with and completed with all possible dispatch and shall be executed so as not to stop or impede or interfere with more than is absolutely necessary the traffic over or along any street or road and in no case shall the Company in the construction of the street works stop up at any one time a width of more than one half of any such street or road :
- (8) If for the purpose of the construction of the street works or any of them it becomes necessary to stop up or interfere with any tramway belonging to or worked by the corporation the Company shall before so stopping up or interfering with such tramway provide to the reasonable approval of the corporation a temporary tramway in substitution therefor along that portion of the road which is not for the time being stopped up :
- (9) All paving metalling or material excavated by the Company in the construction of the street works within the borough of Wigan and not required by the Company for the purpose of reinstating the road shall remain the property of the corporation and shall be deposited by the Company at such spot within the borough of Wigan as the surveyor shall

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direct at the expense of the Company if such spot is not more than one mile from the place of excavation and if beyond that distance at the expense as regards such further distance of the corporation and the proviso to the section of this Act whereof the marginal note is "Application of road materials excavated in construction of works" shall not apply to such paving metalling or material:

(10) Any difference which may arise between the corporation and the Company under the foregoing provisions of this section or as to the mode of giving effect thereto shall unless otherwise agreed be determined by an arbitrator to be appointed in default of agreement upon the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1899 shall apply to any such arbitration:

(11) The powers conferred upon the Company by the section of this Act of which the marginal note is "Supply of electricity to certain premises" shall not be exercised within the urban district of Ince-in-Makerfield without the consent of the corporation so long as the corporation are the undertakers under and for the purposes of the Ince-in-Makerfield Electric Lighting Order 1901 as amended by the Wigan Corporation Act 1905.

For protection of Lancashire and Yorkshire Railway Company.

23. The following provisions for the protection of the Lancashire and Yorkshire Railway Company (in this section referred to as "the Lancashire Company") shall notwithstanding anything in this Act contained apply and have effect except in so far as may be otherwise agreed upon between the Lancashire Company and the Company:—

(1) The construction of Work No. 2 by this Act authorised shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the Lancashire Company and according to plans sections and specifications to be submitted to and reasonably approved by him before the said work is commenced or in the event of any dispute or difference between such engineer and the engineer of the Company then in such manner as shall be settled by arbitration as herein-after provided:

- (2) The said work shall be executed by and in all things at the expense of the Company and in such manner as not to cause any injury to the railways or other property of the Lancashire Company or interruption to the passage or conduct of the traffic thereon and if any such injury or interruption shall arise the Company shall make compensation to the Lancashire Company in respect thereof:
- (3) The Company shall bear and on demand pay to the Lancashire Company the reasonable expense of any temporary works and of the employment by the Lancashire Company of a sufficient number of inspectors watchmen and flagmen to be appointed by the Lancashire Company for watching their railway property and works with reference to and during the execution of the said work under their railway:
- (4) If during or in consequence of the construction of the said work it shall be necessary to reface or to underpin or otherwise strengthen the abutments of the bridge carrying the railway of the Lancashire Company over the said work the Lancashire Company shall be entitled to carry out such refacing underpinning or strengthening as may be reasonably necessary at the cost in all things of the Company:
- (5) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Lancashire Company all costs losses damages or expenses which may be occasioned to them or to any of their railways works or property or to the traffic thereon by reason or in consequence of the execution or failure of the said work or by any act or omission in connexion therewith of the Company or any persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the Lancashire Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission:
- (6) If any difference shall arise between the Company and the Lancashire Company or their respective engineers touching the matters referred to in this section or anything to be done or not to be done thereunder

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such difference shall be referred to and determined by an engineer to be 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 Lancashire Company and the provisions of the Arbitration Act 1889 shall apply to any such reference.

New tramways to form part of undertaking.

24. The new tramways shall for all purposes be deemed to be part of the undertaking.

Period for completion of new tramways and street works.

25. The new tramways and the street works shall be completed within five years from the passing of this Act and on the expiration of that period the powers by this Act granted to the Company for executing the same respectively or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

New tramways deposit fund not to be repaid until new tramways opened.

26. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of one thousand and seventy-eight pounds has been deposited with the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act of which sum nine hundred and eighty pounds (herein-after referred to as "the new tramways deposit fund") represents five per centum upon the amount of the estimate in respect of the new tramways and the remainder (that is to say) ninety-eight pounds (herein-after referred to as "the street works deposit fund") represents four per centum upon the amount of the estimate for the street works Be it enacted that notwithstanding anything contained in the said Act the new tramways deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion of the new tramways open the same for the public conveyance of passengers and if the Company shall make default in so opening the new tramways the new tramways deposit fund shall be applicable and shall be applied as provided by the next following section. Provided that if within such period as aforesaid the Company open any portion of the new

tramways for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the new tramways opened as aforesaid and the portion of the new tramways deposit fund which bears to the whole of the new tramways deposit fund the same proportion as the length of the new tramways so opened bears to the entire length of the new tramways the High Court shall on the application of the depositors order the portion of the new tramways deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

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27. If the Company do not previously to the expiration of the period limited for the completion of the new tramways complete the same and open them for the public conveyance of passengers then and in every such case the new tramways deposit fund or so much thereof as shall not have been paid to the depositors 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 new tramways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and also in compensating all road authorities for the expense incurred by them in taking up any tramways or materials connected therewith placed by the Company in or on any road vested in or maintainable by such road authorities respectively and in making good all damage caused to such roads by the construction or abandonment of such tramways 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 new tramways deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the new tramways deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent and has been ordered to be wound up or the undertaking has been abandoned be paid or transferred to such receiver

Application
of new tram-
ways deposit
fund.

A.D. 1911. or to the liquidator or liquidators of the Company or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the depositors. Provided that until the new tramways deposit fund has been repaid or re-transferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall as and when the same become payable be paid to or on the application of the depositors.

Repayment
of street
works de-
posit fund.

28. On the application of the depositors at any time after the passing of this Act the High Court may and shall order that the street works deposit fund and the interest and dividends thereon shall be paid or transferred to the depositors or any other person or persons whom the depositors may appoint in that behalf.

Period for
compulsory
purchase of
lands

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

Confirming
agreement
with limited
company.

30.—(1) The agreement made the twenty-ninth day of November one thousand nine hundred and ten between the limited company of the first part the Right Honourable John Wynford Baron St. Davids and Michael Bowden Snell of the second part Sir William Bower Forwood and Robert Watson of the third part and the Company of the fourth part as set forth in the First Schedule to this Act is hereby confirmed and made binding on the parties thereto respectively and all the provisions thereof may be carried into full force and effect.

(2) As from the purchase by the Company of the lands and property of the limited company as provided by the agreement set forth in the First Schedule to this Act and therein described the Company may hold and use such lands and property for the purposes of the undertaking and the Company shall be bound by and entitled to the benefit of the agreement made the thirtieth day of December one thousand nine hundred and eight between the limited company of the first part the said Baron St. Davids and Michael Bowden Snell of the second part and the district council of the third part specified or referred to in the first-mentioned agreement in lieu of the parties thereto of the first and second parts as if the Company had been a party thereto instead of the said parties and such parties shall be relieved from all obligations thereunder.

31. The Company may maintain and continue erect extend work and use on the lands described in the Second Schedule to this Act a station or stations for producing and generating transforming storing using transmitting converting and distributing electrical energy with all such buildings engines batteries dynamos accumulators storage works and other plant machinery apparatus works and conveniences roads and approaches as may be necessary or suitable for those purposes and may produce generate transform store use transmit convert and distribute electrical energy but the Company shall not erect any generating station except upon the said lands or the lands described in the Act of 1900.

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Use of lands
for genera-
ting station.

32. In addition to the other lands which the Company have acquired or may require under or for the purposes of the Act of 1900 the Act of 1901 the Act of 1903 and this Act they may purchase take on lease or acquire by agreement and may hold for the purposes of the undertaking any lands not exceeding five acres and they may on such lands and on any other lands acquired by them under this Act erect or construct and hold depôts yards wharves offices buildings sidings works substations for the transformation conversion storage and distribution of electrical energy and other conveniences in connexion with the undertaking Provided that the Company shall not create or permit the creation or continuance of any nuisance on any lands purchased or acquired under the provisions of this section.

Purchase of
lands by
agreement.

33. The Company on the one hand and the district council on the other hand may enter into and carry into effect agreements for the supply to the district council by the Company of electrical energy in bulk and the district council and the Company may exercise all such powers as may be necessary for enabling the Company to supply such energy in bulk to the district council and the district council to take and use such energy for the purposes of their electric supply undertaking.

Agreements
with Ather-
ton Urban
District
Council for
supply of
electrical
energy.

34. Any distribution or supply by the Company of electrical energy under this Act or any agreement made in pursuance of this Act and any works constructed for the purposes of such distribution and supply shall be subject to the provisions of section 6 (For protection of Postmaster-General) of the Act of 1903.

For protec-
tion of Post-
master-
General.

35.—(1) Where it is proved to the satisfaction of the Board of Trade that the occupier of any premises in any district in

Supply of
electricity to
certain pre-
mises.

A.D. 1911. which any of the existing tramways or the new tramways are situate is desirous of obtaining a supply of electricity from the Company and that such supply can conveniently be given by the Company the Board of Trade may (if the local authority within whose district the premises are situate and the power company and the undertakers (if any) authorised to supply electricity to such premises consent) by order permit the Company to give a supply to those premises on such terms and subject to such conditions as the Board think fit. Provided that if in the opinion of the Board any consent required by this subsection (other than the consent of the local authority or of the power company where that company are authorised by Provisional Order to supply such premises or are under contract to supply electricity to any undertakers so authorised to be used for the purpose of distribution) is unreasonably withheld the Board may proceed as if such consent had been given.

(2) An order given by the Board of Trade under this section may for the purpose of enabling a supply to be given thereunder confer any such powers and impose any such duties on the Company as would have been conferred or imposed by the Electric Lighting Acts 1882 to 1909 and the Electric Lighting (Clauses) Act 1899 and as might have been conferred or imposed by Provisional Order if the Company were undertakers within whose area of supply the premises and the route along which lines are to be laid for the purpose of giving the supply were situate.

(3) In this section the expression "undertakers" means undertakers as defined by section 25 (Definitions) of the Electric Lighting Act 1909.

Company
may supply
fittings &c.

36.—(1) The Company may manufacture purchase hire sell let on hire or otherwise deal with electric motors accumulators meters burners arc and other lamps fittings wires plant engines conductors machinery apparatus and appliances for or in relation to the supply distribution or utilisation of electric energy required for or in connexion with their electrical works and undertaking.

(2) The provisions of section 16 (Electric lines &c. let on hire though fixed to premises to remain the property of undertakers) of the Electric Lighting Act 1909 shall apply to all articles or things let on hire by or belonging to the Company and being in or upon any premises of which the Company are not in possession.

37.—(1) Notwithstanding anything in section 37 (As to removal of snow &c.) of the Act of 1900 contained the Company may with the consent of the local authority and of the road authority use salt for thawing the snow on any road.

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—
Amending
certain sec-
tions of Acts
of 1900 and
1903.

(2) Nothing in section 52 (Restriction on carriage of animals and goods) of the Act of 1900 shall be deemed to prevent or prohibit the Company from running on the tramways vehicles for the conveyance of materials for the construction alteration maintenance or repair of any of the tramways and the electrical equipment and other apparatus and works connected therewith or of the roadways on which the same are situate or of water for watering the tramways.

(3) The expression “conveniences” in section 68 (Purchase of lands by agreement) of the Act of 1900 shall include any station for transforming converting storing or distributing electrical energy.

(4) For the purposes of section 75 (Company to light tramways) of the Act of 1900 the local authority on the one hand and the Company on the other hand may enter into and carry into effect and alter renew or vary contracts agreements or arrangements on such terms as may be agreed upon between the Company and such authority under which the Company may be relieved of the obligation mentioned in the said section with respect to the placing and lighting by the Company within the district of such authority of electric or other lamps.

(5) The provisions of section 41 (Company and local authorities may contract to lease tramways in neighbouring districts) of the Act of 1903 shall extend and apply to and any contract or agreement entered into in pursuance of that section may include any tramway or light railway for the time being owned or worked by the contracting parties or either of them and in section 42 (Junctions with other tramways) of the Act of 1903 the expression “any of their tramways” shall include any of the tramways Provided that the provisions of this subsection shall not extend and apply to any tramways situate in the borough of Eccles and not owned by either of the contracting parties without the consent of the owner or owners of such tramways Provided further that the Company shall not under the powers conferred by the said sections 41 and 42 of the Act of 1903 as amended by this subsection make any junction between the termination of the light railway constructed by the Barton-upon-Irwell Rural District Council and the tramways of the Swinton

A.D. 1911. and Pendlebury Urban District Council without the consent in writing of the last-named council.

Managing
director.

38.—(1) The directors of the Company may appoint one or more of their body to be managing director or managing directors of the Company either for a fixed term or without any limitation as to time and may remove or dismiss him or them from office and appoint another or others in his or their place or places.

(2) A managing director shall not while holding that office be subject to retirement by rotation and shall not be taken into account in determining the rotation of retirement of directors but if he ceases to hold the office of director from any other cause he shall ipso facto immediately cease to be a managing director.

(3) The remuneration of a managing director shall from time to time be fixed by the directors and may be by way of salary or commission or participation in profits or by any or all of those modes.

(4) The directors may entrust to and confer upon any managing director such of the powers exercisable by the directors and subject to such conditions as they may think fit and may from time to time revoke withdraw alter or vary all or some of such powers Provided that the directors shall be responsible for the acts of any managing director acting under the powers of this section.

Company
may apply
funds.

39. The Company may apply to the purposes of this Act to which capital is properly applicable any moneys which they have raised or may hereafter raise under any Act relating to the Company and which may not be required for the purposes of any such Act.

Provision as
to general
Tramway
Acts.

40. Nothing in this Act contained shall exempt the Company or the tramways from the provisions of any general Act relating to tramways passed before or after the passing of this Act or from any future revision or alteration under the authority of Parliament of the maximum fares rates or charges authorised to be taken by the Company.

Costs of Act.

41. 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.

SCHEDULES referred to in the foregoing Act.

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FIRST SCHEDULE.

AGREEMENT made the twenty-ninth day of November one thousand nine hundred and ten between THE LANCASHIRE UNITED TRAMWAYS LIMITED whose registered office is at Atherton in the county of Lancaster (herein-after called "the Lancashire Company") of the first part THE RIGHT HONOURABLE JOHN WYNFORD BARON ST. DAVIDS of 23 Albemarle Street in the county of London and MICHAEL BOWDEN SNELL of 3 Copthall Buildings in the said county of London stockbroker (herein-after called "the First Trustees") of the second part SIR WILLIAM BOWER FORWOOD of Bromborough Hall in the county of Chester knight and ROBERT WATSON of Linwood Renfrewshire gentleman (herein-after called "the Second Trustees") of the third part and THE SOUTH LANCASHIRE TRAMWAYS COMPANY (herein-after called "the Tramways Company") of the fourth part.

WHEREAS the Lancashire Company is entitled to the freehold premises mentioned in the First Part of the First Schedule hereto for an estate of inheritance in fee simple free from incumbrances except as herein-after mentioned :

And whereas the Lancashire Company is also entitled to the leasehold premises mentioned in the Second Part of the First Schedule hereto for all the residue now unexpired of the respective terms of years for which the same premises were respectively granted by the indentures of lease set opposite the description of the said respective properties free from incumbrances except as herein-after mentioned :

And whereas the Lancashire Company have created 300,000*l.* five per cent. prior lien debenture stock (of which 270,000*l.* is now outstanding which is secured by a trust deed (herein-after called "the first trust deed") made the twenty-seventh day of April one thousand nine hundred and six between the Lancashire Company of the one part and the First Trustees of the other part and the said debentures are a charge upon all the assets of the Lancashire Company and the freehold premises firstly mentioned in the First Part of the First Schedule

A.D. 1911. hereto and the leasehold premises firstly mentioned in the Second Part of the Second Schedule are by the first trust deed specifically mortgaged to the First Trustees as security for the said prior lien debenture stock :

And whereas the Lancashire Company have also created 300,000*l.* of second mortgage debenture stock (of which 296,500*l.* is now outstanding) secured by an indenture (herein-after called "the second trust deed") dated the first day of February one thousand nine hundred and six and made between the Lancashire Company of the one part and the Second Trustees of the other part and such second mortgage debenture stock is a charge upon all the assets of the Company subject only to the prior lien debenture stock :

And whereas the generating station erected upon the property firstly described in the Second Part of the First Schedule hereto is used as a generating station from which the Lancashire Company give a supply of electrical energy to the Tramways Company for the purpose of their tramways undertaking and is furnished with all necessary engines dynamos and plant for that purpose :

And whereas upon the properties first and secondly described in the First Part of the First Schedule hereto and the property secondly described in the Second Part of the same schedule there are erected distributing stations car sheds and other buildings which by arrangement with the Lancashire Company are used solely by the Tramways Company for the purposes of and in connexion with their tramways undertaking :

And whereas it is desirable that the Tramways Company should themselves own the generating station sub-station car sheds buildings machinery and apparatus and plant by means of which their undertaking is worked :

And whereas the Lancashire Company have agreed with the Tramways Company with the concurrence of the First Trustees and the Second Trustees to sell to them the freehold and leasehold hereditaments comprised in the First Schedule hereto together with all the machinery apparatus and plant loose tools and office furniture belonging to the Lancashire Company which at the date of the completion of the purchase shall be in or upon the same premises for the sum of 138,484*l.* 0*s.* 7*d.* whereof 1,393*l.* 16*s.* 0*d.* is the value of the assets passing by delivery :

And whereas it formed part of the agreement for such sale that the Tramways Company should also take over at cost price all the stores of material which on the date of completion of the purchase shall belong to the Lancashire Company and should also pay to the Lancashire Company all moneys which between the date hereof and the completion of the purchase they shall expend upon any additions

to the buildings on the said freehold and leasehold hereditaments or to the said machinery apparatus and plant loose tools and furniture: A.D. 1911.

And whereas it has been agreed that the said purchase price shall be satisfied by the issue by the Tramways Company of a mortgage upon their undertaking for the same amount carrying interest at five per centum per annum and that the said mortgage shall be registered in the names of the First Trustees as part of the security held by them under the first trust deed and that the First Trustees and the Second Trustees shall join in the assurance to the Tramways Company of the property agreed to be sold:

And whereas in addition to giving a supply of electrical energy to the Tramways Company the Lancashire Company some time since entered into the agreement mentioned in the Second Schedule hereto under which they give a supply of electrical energy to the urban district council of Atherton and it formed part of the said agreement for sale that the Tramways Company should continue such supply:

Now it is hereby witnessed that it is mutually agreed by and between the parties hereto as follows (that is to say):—

1. The Lancashire Company shall sell and the Tramways Company shall purchase the freehold and leasehold hereditaments described in the First Schedule hereto as to the freehold hereditaments for an estate of inheritance in fee simple and as to the respective leasehold hereditaments for all the residue now to come and unexpired of the several terms of years for which the same are now held by the Lancashire Company by virtue of the respective leases mentioned in the Second Part of the First Schedule hereto and subject to the respective rents by such leases reserved and to the covenants by the lessees and conditions therein respectively contained and the sale and purchase shall include all the loose tools and office furniture machinery apparatus and plant which at the date of the completion of the purchase shall be in or upon the said buildings and all stores of material belonging to the Lancashire Company at the date of completion of the purchase.

2. The purchase price shall be the sum of 138,484*l.* 0*s.* 7*d.* (whereof 1,393*l.* 16*s.* 0*d.* is the value of the assets passing by delivery) together with such sum or sums as the Lancashire Company may expend between the date hereof and the completion of the purchase upon additions to the buildings upon the said freehold and leasehold premises and upon additions to the said machinery apparatus and plant loose tools and furniture and together also with the cost price to the Lancashire Company of all stores of materials which at the time of completion shall belong to the Lancashire Company.

3. The said purchase price shall be paid and satisfied by the issue to the First Trustees of a mortgage (carrying interest at the rate of

A.D. 1911.

five per centum per annum) upon the undertaking of the Tramways Company to secure an equivalent amount and such mortgage shall be issued in accordance with the terms and conditions of the South Lancashire Tramways Act 1900 and the Acts amending the same.

4. The Tramways Company shall accept such title as the Lancashire Company have to the respective hereditaments and shall not be entitled to investigate the same or to raise any objection to such title.

5. The sale and purchase shall be completed within six months after the passing into law of an Act of Parliament confirming this agreement or within such further period as may be agreed and upon payment of the consideration in manner aforesaid the Lancashire Company the First Trustees and the Second Trustees and all other necessary parties will execute such instruments as may be necessary for vesting in the Tramways Company the hereditaments and premises hereby agreed to be sold and will deliver the personal chattels hereby agreed to be sold freed and discharged from all mortgages debentures charges liens or incumbrances claims and demands upon or affecting the same.

6. As from the date of such conveyance the Tramways Company will undertake all the obligations of the Lancashire Company and the Debenture Trustees under the agreement specified or referred to in the Second Schedule hereto and will indemnify the Lancashire Company and the Debenture Trustees against the same. The Tramways Company will secure the insertion in the Bill herein-after mentioned of a clause transferring to the Tramways Company all the obligations of the Lancashire Company under the said agreement and exonerating the Lancashire Company therefrom as from the date of the completion of the sale hereby agreed to be made.

7. This agreement is subject to confirmation by Parliament within twelve months from the date hereof and to such alterations in the terms of this agreement as Parliament may make therein. Provided that if any material alteration be made either party may withdraw from this agreement on giving notice to the other party. Any question as to whether any alteration is or is not material shall be referred to and determined by the Hon. John Donohoe Fitzgerald K.C.

8. The Tramways Company shall use their best endeavours to procure the confirmation hereof by Parliament and the Lancashire Company shall render them such assistance as the Tramways Company may reasonably require and shall pass or procure to be passed all such resolutions as may be necessary in connexion therewith.

9. The Tramways Company shall bear and pay the costs of all the parties hereto of and incidental to the negotiations in respect of the

subject matter of these presents and of the preparation and completion of this agreement and also of the sale hereby agreed to be made. A.D. 1911.

In witness whereof the Lancashire Company and the Tramways Company have caused their respective common seals to be hereunto affixed and the First Trustees and the Second Trustees have hereunto set their hands and seals the day and year first before written.

The FIRST SCHEDULE above referred to.

FIRST PART FREEHOLDS.

First All that freehold plot of land situate in the township of Hindley in the county of Lancaster containing in the whole 7,540 superficial square yards or thereabouts and which said plot of land is as to its dimensions and boundaries particularly delineated and described in the plan thereof drawn on an indenture of conveyance dated the 18th day of November 1902 (being the conveyance of the said hereditaments to the above-named Lancashire Company by the late Duke of Bridgewater's Trustees) and thereon edged pink Together with the converting station and depôt and other buildings erected thereon But excepting and reserving to the late Duke of Bridgewater's Trustees all mines and beds of coal and cannel and other minerals under the said piece of land with liberty for the said Trustees to work the same in the manner mentioned in the said indenture and without making compensation for any depression or subsidence The said hereditaments are held subject to a perpetual yearly rent of 50*l.* 2*s.* 0*d.* reserved by the said indenture dated the 18th day of November 1902 and to the powers of distress and entry on non-payment thereof therein contained and subject also to the covenants restrictive as to the mode of using the said hereditaments and for building thereon and other provisions in the said indenture contained.

Secondly All that plot of land situated at Swinton in the said county of Lancaster containing in the whole 5,407 square yards or thereabouts more particularly delineated and coloured red and blue in the plan drawn upon an indenture dated the 20th day of June 1906 and made between Thomas Stuttard of the one part and the above-named Lancashire Company of the other part Together with the buildings erected by the Lancashire Company thereon but excepting and reserving to the said Thomas Stuttard all mines and minerals under the said land with power for him his heirs and assigns and all persons with his and their licence and authority such rights of passage over and of laying pipes electric mains cables and drains over or under the said plot of land as in the said indenture of the 20th day of June 1906 are excepted and reserved with power to repair

[Ch. Iv.] *South Lancashire Tramways Act, 1911.* [1 & 2 GEO. 5.]

A.D. 1911. and amend the same as therein mentioned but subject also to the covenant restrictive as to the mode of user of the said plot of land in the said indenture contained.

SECOND PART LEASEHOLDS.

Date and Parties to Lease.	Description of Premises comprised in Lease.	Term granted by Lease.	Rent.
<p>First— 21st November 1901 The Right Honourable John Lord Lilford Baron Lilford of Lilford of the one part and the South Lancashire Electric Traction and Power Company Limited of the other part.</p>	<p>All that leasehold plot of land situate in the township of Atherton in the county of Lancaster containing in the whole 34,286 superficial square yards or thereabouts and which said plot of land is as to its dimensions and boundaries particularly delineated and described in the plan thereof endorsed on the indenture of lease and edged thereon with pink colour Together with the generating station and depôt and other buildings erected thereon Together also with the various mines beds or seams of coal and cannel mentioned in the said lease so far as the same are unworked and ungotten but without power to the lessees to work the same and subject to the powers by the said lease reserved to the lessor to drive roads in the said mines to divert watercourses and drains and to collect and use on the said land the surplus water that may be raised at the Howe Bridge Collieries and to the obligation of the lessees to make adequate provision for conveying the surplus of such water into the brook shown on the said plan and subject also to the rights of light and of passage of water and the mining and other rights reserved to the lessor by the said lease.</p>	<p>999 years from 25th March 1901.</p>	<p>300<i>l.</i> (to be increased in certain events in the said indenture of lease mentioned).</p>
<p>Secondly— 18th June 1906 The Right Honourable Francis Charles Granville Egerton Third Earl of Ellesmere of the one part and the Lancashire Company of the other part.</p>	<p>All that leasehold piece of land with the buildings erected by the Lancashire Company thereon situate in the township of Worsley in the said county of Lancaster containing 1,430 square yards or thereabouts and with the boundaries and dimensions thereof more particularly delineated on the plan marked "A" drawn on the lease mentioned in the 1st column and therein edged pink and the situation of which piece of land is also shown on the index plan drawn on the said indenture of lease whereon the same is coloured pink excepting and reserving as in the said lease is excepted and reserved.</p>	<p>999 years from 25th December 1905.</p>	<p>16<i>l.</i> 7<i>s.</i> 8<i>d.</i></p>

The SECOND SCHEDULE above referred to.

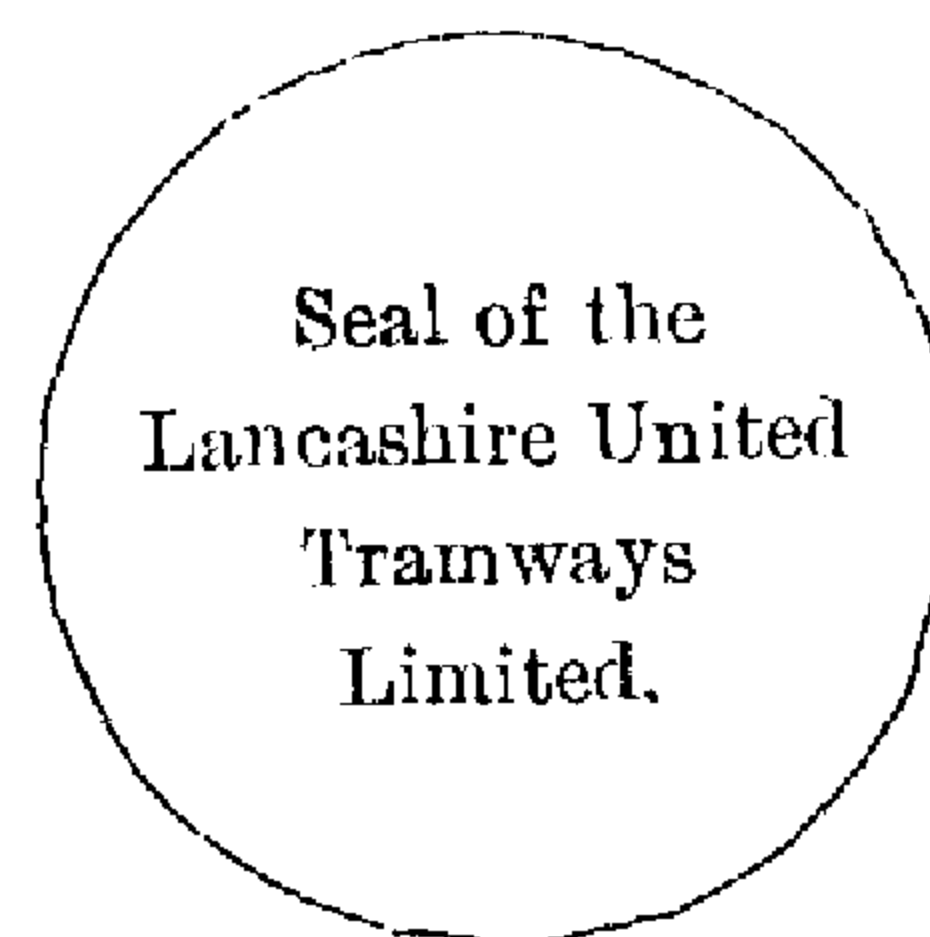
A.D. 1911.

URBAN DISTRICT COUNCIL OF ATHERTON.

AGREEMENT made the 30th day of December 1908 between THE LANCASHIRE COMPANY of the first part the above-named BARON ST. DAVIDS and MICHAEL BOWDEN SNELL of the second part and the URBAN DISTRICT COUNCIL OF ATHERTON of the third part.

Passed under the common seal of the Lancashire United Tramways Limited in the presence of

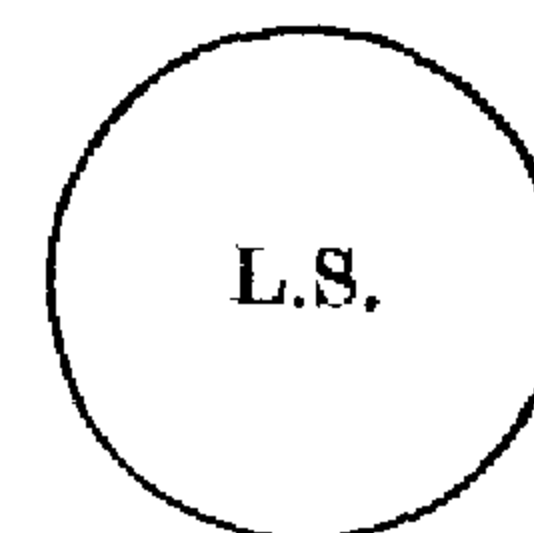
ALFRED ADAM
JOSEPH BEECHAM
Directors.



H. P. CONIBEAR
Secretary.

Signed sealed and delivered by the Right Honourable John Wynford Baron St. Davids in the presence of

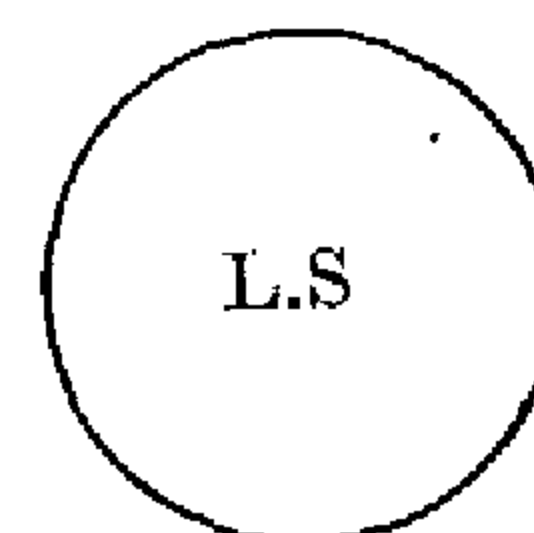
ST. DAVIDS.



PERCY CROSS
Dashwood House
London E.C.
Director of Companies.

Signed sealed and delivered by the said Michael Bowden Snell in the presence of

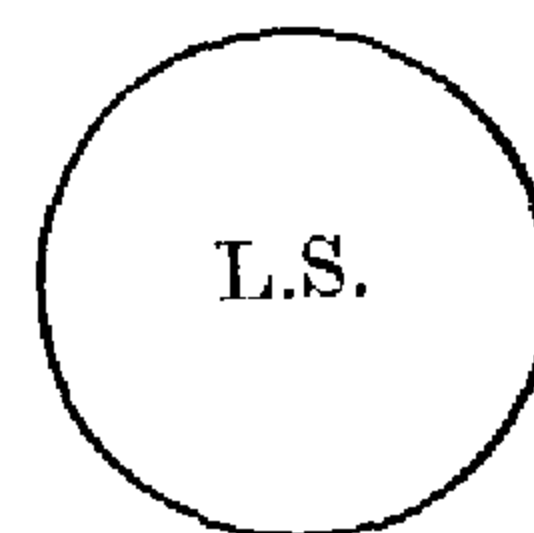
MICHAEL B. SNELL.



PERCY CROSS.

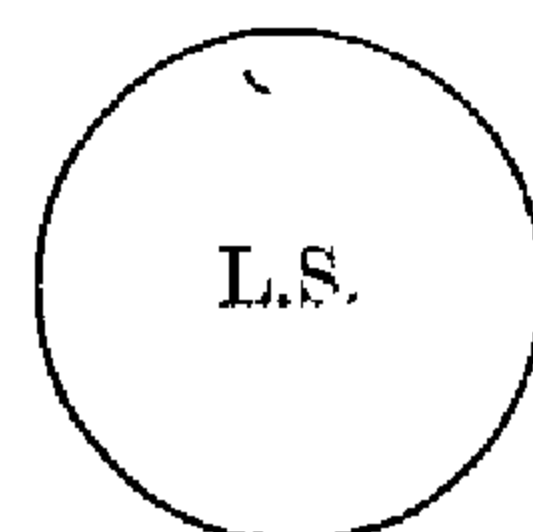
Signed sealed and delivered by the said Sir William Bower Forwood in the presence of

WILLIAM B. FORWOOD.



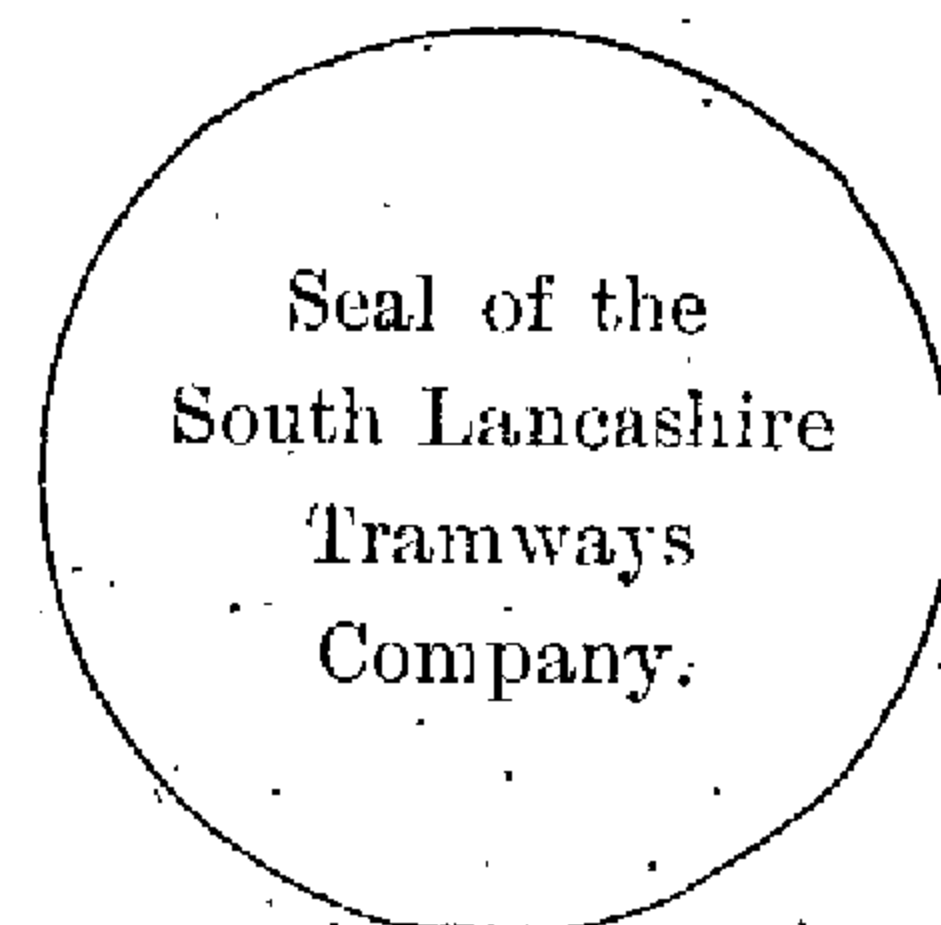
JAMES A. NICHOLSON
Clerk with
Messrs. AYRTON RADCLIFFE & WRIGHT
Solicitors Liverpool.

A.D. 1911. Signed sealed and delivered }
by the said Robert Wat- } R. WATSON.
son in the presence of }



JOHN H. WATSON
Accountant to R. & W. WATSON
Linwood Renfrewshire.

Passed under the common }
seal of the South Lanca- }
shire Tramways Company }
in the presence of }



ALFRED ADAM
JOSEPH BEECHAM
Directors.

H. P. CONIBEAR
Secretary.

SECOND SCHEDULE.

LANDS FOR GENERATING STATION.

A piece of land in the township and urban district of Atherton in the county palatine of Lancaster containing 20,047 square yards or thereabouts numbered 104 on the $\frac{25}{100}$ Ordnance map of the parish of Atherton Sheet XCIV. 15 edition 1908 belonging or reputed to belong to the Right Honourable John Lord Lilford a lease of which from him is now held by the Lancashire United Tramways Limited on which land the existing station of that Company for generating electrical energy is situate situate on the west side of Leigh Road bounded on the south by an occupation road belonging or reputed to belong to the said Lord Lilford and leased to Fletcher Burrows and Company on the west by land belonging to the said Lord Lilford and leased to the said Fletcher Burrows and Company and on the north by land and premises belonging or reputed to belong to the said Lord Lilford and leased as to part thereof to the Atherton Urban District Council and as to the remainder to Elizabeth Ann Parker.

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