



## CHAPTER cclxv.

An Act for incorporating and conferring powers upon the  
Manchester and Liverpool Electric Express Railway  
Company. A.D. 1901.  
[17th August 1901.]

**W**HEREAS the making and maintaining of an electric railway  
between Manchester and Liverpool for express traffic would  
be of public and local advantage :

And whereas the persons in that behalf in this Act named with  
others are willing at their own expense to construct the said railway  
if authorised by Parliament so to do and are desirous of being  
incorporated into a company with adequate powers for the purpose  
and it is expedient that they be incorporated and empowered  
accordingly as by this Act provided :

And whereas plans and sections showing the lines and levels of  
the railway authorised by this Act and also books of reference  
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  
of Lancaster and are hereinafter 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 :—

1. This Act may be cited as the Manchester and Liverpool Short title.  
Electric Express Railway Act 1901.

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Incorporation of Acts.

2. The Companies Clauses Consolidation Act 1845 and Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) 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. The expression "the Company" means the Company incorporated by this Act the expressions "the railway" and "the undertaking" mean respectively the railway and the undertaking by this Act authorised.

Company incorporated.

4. The Right Honourable William John Manners Earl of Dysart John Simeon Bergheim Edward Tootal Broadhurst James Hyslop Macmillan William Mather the Honourable Robert John Strutt and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railway and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Manchester and Liverpool Electric Express Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Power to make railway.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railway hereinafter described with all proper and necessary stations platforms sidings approaches passages tunnels subways viaducts stairs lifts air ventilating and other shafts roads buildings offices depôts wharfs apparatus appliances works and conveniences connected therewith or incidental thereto and may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for those purposes. The railway hereinbefore



referred to and authorised by this Act is wholly situate in the county of Lancaster and is— A.D. 1901.

A railway (34 miles 3 furlongs and 3·6 chains in length) commencing in the parish of Manchester in the city of Manchester on the west side of Deansgate and terminating in the parish of Liverpool in the city of Liverpool at or near the entrance gateway of the Blue Coat Hospital in School Lane.

6. The capital of the Company shall be two million one hundred thousand pounds in two hundred and ten thousand shares of ten pounds each. Capital.

7. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof. Shares not to be issued until one fifth paid.

8. One fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval between successive calls and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share. Calls.

9. If any money is payable to a shareholder mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company. Receipt in case of persons not sui juris.

10. The Company may borrow on mortgage of the undertaking any sum not exceeding in the whole seven hundred thousand pounds but no part thereof shall be borrowed until the whole capital of two million one hundred thousand pounds is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such capital has been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate Power to borrow.

A.D. 1901. that the proof aforesaid has been given which shall be sufficient evidence thereof.

For appointment of a receiver.

11. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Debenture stock.

12. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Application of moneys.

13. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable.

First meeting of Company.

14. The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act.

Number of directors.

15. The number of the directors shall be seven but the Company may vary the number provided that the number be never less than three nor more than nine.

Qualification of directors.

16. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum of directors.

17. The quorum of a meeting of directors shall be three.

First directors.

18. John Simeon Bergheim Edward Tootal Broadhurst James Hyslop Macmillan William Mather the Honourable Robert John Strutt and two other persons to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body

Election of directors.



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of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being (if they continue qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

**19.** The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed twenty acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Lands for  
extra-  
ordinary  
purposes.

**20.** 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 from the passing of this Act.

Period for  
compulsory  
purchase of  
lands.

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

Protection  
of gas and  
water mains  
of local  
authorities.

**22.** In altering for the purposes of this Act the road next hereinafter mentioned the Company may make the same of any inclination not steeper than the inclination hereinafter mentioned (that is to say) :—

Inclination  
of road.

Number on deposited Plans.	Parish or other Area.	Description of Road.	Intended Inclination.
898	Toxteth Park (in the city of Liverpool)	Public road -	1 in 18

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Power to  
divert roads  
as shown on  
deposited  
plans.

23. The Company may divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say) :—

Parish or other Area.	Number on deposited Plans.
Rixton with Glazebrook - - - -	24 and 30
Halewood - - - - -	22
Ditto - - - - -	22c

And when and so soon as such portion of each of the said roads is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road stopped up as far as the same is bounded on both sides by lands of the Company.

As to  
removal of  
human  
remains.

24.—(1) Before the Company in the exercise of the powers of this Act use or apply any part of the churchyards of the cathedral church of Saint Peter Liverpool and of the church of Saint Michael Liverpool for any purpose of this Act they shall remove or cause to be removed the remains of any deceased person interred in the portions of the said churchyards so used or applied. Provided that a Secretary of State on the application of the Company and on being satisfied that such removal is not necessary or desirable may dispense with all or any of the requirements of this section on such conditions (if any) as he thinks fit.

(2) Before proceeding to remove any such remains the Company shall publish a notice for three successive days in three local newspapers circulating in the city of Liverpool to the effect that it is intended to remove such remains and such notice shall have embodied in it the substance of the conditions of such removal provided in subsections (3) (4) (5) and (6) of this section.

(3) At any time within two months after the first publication of such notice any person who is an heir executor or administrator or relative of any such deceased person may give notice in writing to the Company of his intention to undertake the removal of the remains of such deceased person and thereupon he shall be at liberty



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without any faculty for the purpose but subject as hereinafter mentioned and to any regulation made by the lord bishop of the diocese of Liverpool to cause such remains to be removed to and re-interred in any consecrated burial ground or cemetery in which burials may legally take place.

(4) If any person giving such notice as aforesaid shall fail to satisfy the Company that he is such heir executor administrator or relative as he claims to be the question shall be determined on the application of either party in a summary manner by the registrar of the consistory court of the diocese of Liverpool who shall have power to make an order specifying who shall remove the remains.

(5) The expense of such removal and re-interment not exceeding in respect of remains removed from any one grave the sum of ten pounds shall be defrayed by the Company such sum to be apportioned equally if necessary according to the number of remains in such grave.

(6) If within the aforesaid period of two months no such notice as aforesaid shall have been given to the Company in respect of the remains in any grave or if after such notice has been given the person giving the same shall fail in any respect to comply with the provisions of this section and with any regulations of the lord bishop the Company may without any faculty for that purpose remove the remains of the deceased person and cause them to be interred in such other consecrated burial ground or cemetery in which burials may legally take place as the Company think suitable for the purpose subject to the consent of the lord bishop.

(7) All monuments and tombstones relating to the remains of any deceased person removed under this section shall at the expense of the Company be removed and re-erected at the place of re-interment of such remains or at such place within the said city as the lord bishop on the application (if any) of such heir or executor or administrator or relative as aforesaid of the deceased person may direct.

(8) The removal of the remains of any deceased person shall be carried out under the supervision and to the satisfaction of the medical officer of health of the city of Liverpool.

**25.** Notwithstanding anything shown upon the deposited plans and sections the following provisions shall have effect for the protection of the county council of the county palatine of Lancaster (hereinafter called "the county council") except so far as the county council and the Company may otherwise agree:—

For protec  
tion of  
Lancashire  
County  
Council.

(1) The Company shall not alter the level of or divert any main road under the control of the county council or to the

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—

- maintenance and repair of which the county council are liable to contribute without the previous consent of the county council :
- (2) Where the railway is constructed under any such main road the bridge carrying the road over the railway shall be so constructed that there shall be left throughout the whole of the carriageway a depth of at least one foot two inches clear of all obstruction for road foundations and stone setts :
- (3) If the Company during the construction of their works at any time require to interfere with the surface of any main road they shall during such interference leave sufficient space to the satisfaction of the surveyor of the county council to permit of the passage of traffic and shall take such steps as such surveyor shall require to protect the public and the traffic along the main road from danger but in no case shall the Company interfere with the surface of more than a length of sixty yards of the main road at one time and where the road is temporarily narrowed the Company shall at their own expense keep that portion of the main road sufficiently lighted to the satisfaction of such surveyor from one hour after sunset to one hour before sunrise :
- (4) Where the surface of any main road has been so interfered with the same shall be completely restored by the Company to the satisfaction of the said surveyor within three months from the time it is first interfered with :
- (5) Where a main road is carried over the railway by a bridge the Company shall whenever required by the county council construct a culvert under the railway for the purpose of the sewage from the drainage district on either side of the railway such culvert to be constructed at the expense of the Company of such size and in accordance with the plans and sections and of such materials as the county council may require but if the Company think that the requirements of the county council are unreasonable the points in dispute shall be settled by arbitration in accordance with the provisions of the Arbitration Act 1889 The said culvert when constructed shall be maintained by and at the expense of the Company :
- (6) The local authority of any district on either side of the said railway shall have the right with the consent of the county council to use such culvert for the purpose of laying therein sewers drain pipes water gas and electric mains for their district :
- (7) Where the railway crosses over any main road by a bridge such bridge shall be constructed in such a manner that there



shall be at least a clear forty feet span measured on the square over the roadway and a clear headway of at least eighteen feet throughout the bridge. No portion of the walls or buttresses of the bridge shall be placed upon a main road without the consent of the county council and the bridge over the main road shall be encased with drop-tight plates so as to prevent dripping on to the main road so far as is reasonably practicable :

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- (8) The roads included in this section are the Liverpool Road in the parish of Barton Moss Padgate Road in the parish of Poulton-with-Fearnhead Sankey Station Road in the parish of Great Sankey and Higher Lane in the parish of Halewood and also any other roads which may before the construction of the railway be declared by the county council to be main roads and repairable by the county council.

**26.** The provisions for the benefit and protection of the lord mayor aldermen and citizens of the city of Manchester (in this section referred to as "the corporation") contained in this section shall unless otherwise agreed in writing between the Company and the corporation be binding upon the Company and full effect shall be given thereto :—

For protec-  
tion of  
corporation  
of Man-  
chester.

- (1) In this section—

"Street" has the same meaning as in the Public Health Act 1875 ;

"The city surveyor" means the surveyor of the city of Manchester ;

"The city electrical engineer" means the electrical engineer of the city of Manchester ;

"City" means the city of Manchester ;

"The signed plan" means the plan signed in duplicate by Fritz Bernard Behr on behalf of the Company and Thomas de Courcy Meade on behalf of the corporation :

- (2) The following provisions shall apply with reference to the Chat Moss Estate of the corporation :—

(A) The bridges over the undermentioned roads streets and tramroads shall be in the position shown upon the signed plan and shall be flat steel girder bridges of such description and in accordance with such plans and elevations as shall be reasonably approved by the corporation

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	Span of Bridges and Width of Roads.	Minimum Height from Centre of existing Road or Surface of Ground to underside of Bridge Structure.	Minimum Gradient of Surfaces of existing Roads where altered.
	ft. in.	ft. in.	
1 Occupation Road Saltey Brook	36 0	16 0	1 in 35
2 Liverpool Road	40 0	18 0	Unaltered
3 Occupation Road Foxhill Farm	36 0	16 0	1 in 40
4 Occupation Road The Dingle	36 0	16 0	Unaltered
5 Barton Moss Road	36 0	16 0	1 in 40
6 Occupation Road Park Hall Farm.	20 0	16 0	1 in 35
7 Chat Moss Estate tramroad	30 0	10 6 from existing level of rails	Unaltered
8 Barton Grange Road	36 0	—	1 in 40
9 Fidlers Lane	36 0	[To be widened]	1 in 40
10 Pipers Lane	36 0	—	1 in 40
11 Cut Nook Lane	36 0	—	1 in 40
12 Vicarage Lane	25 0	—	1 in 40
13 Moss Road	36 0	[To be widened]	1 in 40
14 Astley Road	36 0	—	1 in 40
15 Chat Moss tramroad and intended cartway	30 0	—	1 in 60

(b) The Chat Moss Estate tramroad and intended cartway of the corporation numbered 15 shall be carried over the railway by means of a steel girder bridge with suitable approaches. The private roads of the corporation on the Chat Moss Estate shall remain private:

(c) All the aforesaid bridges with the approaches and all other necessary works connected therewith shall be constructed and at all times be maintained by and at the expense of the Company and shall be macadamised or paved to the reasonable satisfaction of the city surveyor:



- (D) If in the construction of such bridges the level of existing roads shall be altered or the width thereof be increased with the consent of the corporation they will where the land belongs to them provide the land necessary but the Company shall in all respects make good and restore the surface :
- (E) The Company shall to the reasonable satisfaction of the corporation make provision by culverts or otherwise for all existing culverts pipes drains streams and watercourses for carrying any of the present and future drainage of the said estate under or across the railway and the Company shall execute and complete their works of such sizes levels and inclinations and in such suitable manner as the corporation may reasonably require :
- (F) The Company shall to the reasonable satisfaction of the corporation make suitable provision for all surface drainage that may be intercepted or otherwise interfered with by the works of the Company :
- (G) The Company shall to the reasonable satisfaction of the corporation make good or reinstate all fences gates banks ditches or other matters or things disturbed or interfered with by the works of the Company :
- (H) The Company shall on the request of the corporation carry the existing footpaths (if any) not otherwise provided for in this section under or over the railway by means of under or over bridges of suitable heights and spans or widths as the corporation may reasonably require :
- (I) The provisions herein contained shall not prejudice the rights of the corporation under the Railways Clauses Consolidation Acts in relation to matters not dealt with by this section and nothing herein contained shall prejudice the right of the corporation to claim accommodation works and suitable conditions as to the execution of works through their estate :
- (J) Nothing herein contained shall affect the rights of the corporation to compensation in respect of the severance or otherwise under the provisions of any Act incorporated with this Act or any notice to treat which may be given by the Company to the corporation including compensation in respect of increased cost of haulage in consequence of any alteration in the gradient of roads

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streets tramroads or approaches in connection therewith respectively :

(3) The following provisions shall apply with reference to the works to be constructed in the city :—

(A) The Company shall not in the city except with the consent of the corporation employ uninsulated returns for the electric current to be used on the railway or employ any method of construction which does not effectually protect the tramways of the corporation or all of the sewers drains water hydraulic gas electric telephonic or other mains pipes works or apparatus and other undertakings of the corporation from damage or injury by electrolysis or any other means :

(B) Any works constructed within the city in connection with any of the electrical portion of the undertaking shall be subject to the reasonable approval of the city electrical engineer who is hereby authorised to have access to the works of the Company for the purpose of ascertaining whether the electrical conditions at any time during the working of the railway are liable to cause damage in respect of electrolysis or otherwise and it shall be lawful for the city electrical engineer to give notice to the Company of any cause of complaint which he shall find to exist and of the steps to be taken and works executed by them to remedy the same In the event of any difference arising between the corporation and the Company as to the reasonableness of such requirements or in respect of any other matter in connection with the electrical portion of the undertaking then any such difference shall be settled by an electrical engineer to be appointed by the Board of Trade on the application of either party :

(c) The Company shall construct their works within the city so that no access to their station for the purpose of goods traffic shall be given in Deansgate and special provision shall be made within the terminal station of the Company at Manchester and upon land provided by the Company for passenger and goods traffic and also for waggons carts luries and vehicles so as to avoid obstruction in the public streets of the city :

(D) The Company shall provide proper and convenient approaches to any building erected by them and designed for public use or resort :



- (E) All works in under or over the river Irwell shall be constructed to the reasonable approval of the corporation and so as not to interfere with the navigation or prejudicially affect the free flow of water or diminish the sectional area of the waterway in the river :
- (F) In order to admit of any future deepening of the bed of the river Irwell the Company shall construct any piers columns abutments or other works of a depth at least eight feet below the present level of the river bed :
- (G) All works which are to be carried out by the Company affecting the river Irwell shall be subject to the reasonable approval of the city surveyor to whom plans and sections of any such proposed works shall be submitted at least twenty-eight days before it is intended to commence such works :
- (H) In order to secure the erection of suitable and appropriate buildings in the streets of the city the elevations of any new buildings erections and works to be constructed by the Company shall be subject to the reasonable approval of the corporation :
- (I) Except as otherwise provided by this Act the Company shall not either temporarily or permanently stop up obstruct or interfere with any of the following streets in the city (that is to say) :—

Deansgate	Gartside Street
Richard Street	Young Street
Bk. Richard Street	Quay Street
Atkinson Street	Atherton Street
Richards Street	New Quay Street
Richards Court	Little Atherton Street
Butterworth's Court	Little Edward Street
Barnes Court	Water Street
Little Quay Street	Irwell Court
Byrom Street	Prince's Bridge
St. John's Place	

The Company shall so conduct their works that the traffic in the said streets shall not either as regards the running of tramcars or general traffic be interfered with :

For the purpose of erecting the bridges across the said streets the Company shall be at liberty to place the supports for their staging in such places as may be reasonably approved by the city surveyor :

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(j) The bridges over the undermentioned streets shall be of such description and in accordance with such plans and elevations as shall be reasonably approved by the Corporation and of such dimensions headways spans and heights as hereinafter set forth (that is to say):—

Street	Approximate Length of New Bridge measured on Centre Line of Street.	Span.		Minimum Height.	
		ft.	in.	ft.	in.
Byrom Street	- - - - -	38	0	25	0
Gartside Street	- - - - -	39	0	25	0
Young Street	- - - - -	24	0	25	0
Quay Street	- - - - -	51	0	25	0
Water Street	- - - - -	31 feet measured at right angles to the railway	0	25	0
Prince's Bridge	- - - - -				

(k) All the bridges to be constructed in the city shall be flat steel girder bridges:

(l) The several bridges crossing streets in the city shall have suitable elevations to the streets:

(m) The Company shall give up the necessary land in Atkinson Street to make that street thirty-six feet wide:

(n) Gartside Street shall be made by the Company a parallel width of thirty-nine feet so far as the frontage to that street is acquired by the Company:

(4) The following general provisions shall apply with reference to the Chat Moss Estate and the works in the city:—

(A) All the piers or abutments and foundations of every bridge over any street within the city or outside the city in which the corporation are the owners of any sewers drains water hydraulic gas electric telephonic or other mains pipes works or apparatus or are the owners or lessees of any tramways shall extend and be made below the surface of the ground to such depth as shall be necessary for the purpose of insuring the permanent stability of the railway and as shall be sufficient to enable the corporation from time to time to make and construct repair or relay any sewers drains water hydraulic gas electric telephonic or other mains pipes works or apparatus or tramways which under or by virtue of any Act



of Parliament the corporation are or may at any time hereafter be authorised to lay down construct and maintain :

(B) Prior to the commencement of any foundations for such piers or abutments the Company shall furnish to the corporation a section showing the proposed minimum depth of such foundations and if the corporation shall not within twenty-eight days from the receipt of such section notify their objections or requirements in relation thereto the same shall be deemed to be approved and the work shall be carried out accordingly :

(c) The corporation shall be at liberty to make attachments to the underside of any bridge carrying lines of railway of the Company over any street in the city for the purposes of electric traction or lighting such attachments to be in all respects subject to the approval of the Company's engineer and to be temporarily removed at any time when required by him in connection with the maintenance reconstruction or alteration of the bridge :

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

(E) No part of any bridge or of the said railway in the city shall be placed so as to project beyond the improved line of any street. The several bridges over the streets of the city shall be of such description and in accordance with such plans and elevations as shall be reasonably approved by the corporation. The inside face of the piers or abutments of every bridge in the city shall as far as practicable be lineable with the buildings on each side of the street and if there be no buildings then with the side of the street and no openings whatever shall be placed in any of such piers or abutments. The parapets of every such bridge shall in every case be of such height from the level of the rails on each side of the railway and for such further length at both ends of such bridge as the corporation shall reasonably require. Every such bridge shall as far as practicable be made and maintained drop dry

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at all times and shall in all other respects be kept in complete repair by the Company. The Company shall also provide a parapet of such height as the corporation may reasonably require on any other part of the railway within the city where the same runs near to a public street. The piers or abutments of all such bridges shall be made and maintained by the Company and shall be faced at the base for an average height of one foot six inches with blue bricks and for the next three feet with brown-glazed bricks then with two courses of dark-brown-glazed bricks and for the remainder of the height thereof with white-glazed bricks for the entire length thereof on each side:

All such blue and glazed bricks shall be maintained and kept cleansed by the Company to the reasonable satisfaction of the corporation who shall be at liberty to undertake at the expense of the Company the cleansing of such glazed bricks from time to time in the event of the neglect of the Company so to do. In cases where the corporation shall consider extra lighting necessary by night or day the Company shall provide sufficient lighting under any new bridge. In cases where the corporation consider necessary the Company will upon request cause all exposed iron and wood work in connection with the said bridges to be from time to time painted white or other suitable colour:

(F) In all cases where streets in the city are intended to be temporarily stopped, diverted or interfered with during the execution by the Company of any works fourteen days' notice in writing of the intention to commence such works shall be given to the corporation and the Company shall provide accommodation for the traffic and access to houses and other places affected thereby and make suitable arrangements for fencing, lighting and watching to the reasonable satisfaction of the corporation and shall maintain such accommodation and access fences and lights to the like satisfaction:

(G) In any case where any house or other building in the city intended to remain standing shall be severed by the Company they shall to the reasonable satisfaction of the corporation build up or repair such house or building so as to prevent unsightly appearances:



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

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

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

(J) Whenever it shall for any purpose be necessary in the judgment of the corporation to divert alter or interfere with or disturb any of the paving or flagging of the streets within the city or outside the city or any sewers or drains or any of the water hydraulic gas electric telephonic or other mains pipes works or apparatus belonging to or under the control of the corporation within the city or outside the city such diversion or alteration in the position or otherwise of any such sewer drain or water hydraulic gas electric telephonic or other main pipe works or apparatus or other work which may be required for the purpose of any works by this Act authorised shall be carried out by and under the direction of the corporation but at the expense in all respects of the Company inclusive of the paving flagging and kerbing necessary to reinstate the street and make the same fit for traffic :

(K) No existing sewer drain water hydraulic gas electric telephonic or other main pipe work or apparatus belonging to or under the control of the corporation within the city or outside the city shall at any time be diverted disturbed and altered or interfered with by the Company until a

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substituted sewer drain water hydraulic gas electric telephonic or other main pipe work or apparatus shall have been provided laid and constructed by the corporation of a capacity and at a level or levels which shall preserve to the reasonable satisfaction of the corporation the free and uninterrupted flow and passage of sewage water hydraulic power gas electricity or other matter through the same respectively. The cost to be incurred by the corporation in providing laying and constructing such substituted sewer drain water hydraulic gas electric telephonic or other main pipe works or apparatus (including therein any compensation which may be payable by the corporation in respect thereof) shall be payable by the Company to the corporation on demand :

- (L) The above provisions in paragraphs (J) and (K) of subsection (4) of this section shall extend and apply to any place (whether in a street or elsewhere) where the railway and works shall be constructed under or over any sewer drain water hydraulic gas electric telephonic or other main pipe work or apparatus belonging to or under the control of the corporation :
- (M) The cost of all works and matters which under this Act are to be or may be executed done or provided by the corporation at the cost of the Company and all other costs and expenses by this Act made payable by the Company to the corporation shall be paid on demand :
- (N) The Company shall be responsible for and make good to the corporation and to the Manchester Carriage and Tramways Company all costs losses damages and expenses which may be occasioned to the tramways in the city or to any of the works or property connected therewith or to any person or persons using the same or otherwise by reason of the execution maintenance or repair or failure of the works or by reason of obstruction to or increased cost in the working of the traffic of the tramways or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the corporation and the said tramways company from all claims and demands upon or against them by reason of such execution maintenance or repair or failure or of any such omission :
- (O) The corporation shall not be liable for and shall be indemnified by the Company against all damage and



injury which may be caused to the line and works of the Company and the traffic thereon and the persons and property being conveyed on or using the railway by the breaking bursting or leaking of or escape from any sewers water hydraulic gas electric telephonic or other mains pipes works or apparatus belonging to or under the control of the corporation unless such damage or injury shall have arisen as the consequence of any act or default of the corporation or of their contractors officers agents workmen or servants :

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(p) The Company shall be responsible for and make good to the corporation all costs losses damages and expenses to be sustained by them by reason of any of the matters hereinbefore provided for or by reason of any damage to be occasioned to persons or property or otherwise by reason of the execution or any defect or default in execution (whether by the Company or their contractors agents workmen or servants) of the powers of this Act and shall indemnify the corporation from all claims and demands upon or against them by reason of any such execution or defect or default therein or arising therefrom :

(q) If any difference shall arise between the corporation and the Company as to the reasonableness of the requirements of the corporation or the Company or concerning any plan or the execution of any works provided for by this Act or any matter or thing referred to in any subsection or paragraph of this section then every such difference shall unless other provision is made by this Act be settled by an engineer to be appointed by the corporation and an engineer to be appointed by the Company or if they cannot agree then by an engineer to be appointed as umpire under the provisions of the Railways Clauses Consolidation Act 1845.

**27.** The provisions for the benefit and protection of the mayor aldermen and burgesses of the county borough of Salford (in this section referred to as "the corporation") contained in this section shall unless otherwise agreed in writing between the Company and the corporation be binding upon the Company and full effect shall be given thereto :—

For protec-  
tion of  
corporation  
of Salford.

(1) In this section "street" has the same meaning as in the Public Health Act 1875 and includes the new streets and street widening referred to in this section ;

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“Borough” means the county borough of Salford;

“Property of the corporation” means sewers drains water hydraulic gas electric telephonic or other mains works pipes and apparatus belonging to or vested in the corporation and all works ancillary thereto whether within or without the borough;

“The town clerk” “the borough treasurer” “the borough engineer” “the electrical engineer” and “the gas engineer” respectively mean the town clerk the treasurer the engineer and surveyor the electrical engineer and the gas engineer for the time being of the county borough of Salford:

(2) The Company shall widen Ordsall Lane from the corner of Ordsall Lane and Wilburn Street to a point where the railway passes under Ordsall Lane and shall also construct over the railway from such last-mentioned point to Trafford Road a new street such widening and new street respectively not to be less than fifty-four feet wide and constructed at such levels as to provide suitable connection with the adjoining streets and the Company shall make such connections and sewer level. pave metal flag channel make good and provide the means of lighting such widenings new street and connections respectively to the reasonable satisfaction of the corporation and the Company shall maintain the said widenings new street and connections respectively for one year to the satisfaction of the corporation and the said widenings new street and connections respectively when made and completed as aforesaid shall be deemed to be public highways:

(3) The Company shall contemporaneously with the carrying out of the widening of Ordsall Lane alter the levels thereof and of Wilburn Street in accordance with plans sections and specifications previously submitted to and approved by the corporation Provided that nothing in this subsection shall impose upon the Company any obligation to purchase any land or houses for the purpose of such alteration of levels beyond the property acquired by them for the construction of the railway:

(4) At least twenty-eight days before the Company commence any works the execution of which would in any way interfere or affect any street or property of the corporation the Company shall give to the corporation notice thereof in writing accompanied by the necessary plans sections working drawings and specifications showing the manner in which the proposed railway and works are to be executed and also the means to be employed



for protecting the said streets or property of the corporation and also the means to be employed for making good any injury or damage to or interference with the said streets or property of the corporation which plans sections working drawings or specifications shall be subject to the approval of the corporation previous to the works of the Company affecting the said streets or property of the corporation being commenced. Provided always that if the corporation do not within twenty-eight days of the service of such notice intimate to the Company their approval or disapproval of the said plans sections working drawings or specifications the Company may thereupon proceed to execute their said works :

- (5) The Company shall not without the consent of the corporation open or in any way interfere with the surface of Regent Road Oldfield Road or Trafford Road :
- (6) In every case in which the Company interfere with any street or tramway in any street the Company shall to the satisfaction of the corporation--
  - (A) Restore the street or tramway so interfered with by the said works or subsidence occasioned thereby to its original level ; and
  - (B) Make good the paving and metalling of the street and wherever necessary cause the street to be repaved or remetalled over the entire width :
- (7) Wherever the railway or works cross under or otherwise interfere with any of the lines of the tramways of the corporation the construction of the railway and works so crossing under or interfering with any line of the said tramways shall be constructed under the supervision and to the satisfaction of the corporation and temporary works shall be made for the safe and convenient passage of horses carriages and tramcars across the street and of passengers along and upon the foot pavements :
- (8) The Company shall from time to time conditional on their receiving notice of the occurrence as soon as possible after it takes place indemnify the corporation or their lessees if any for the time being of any tramway according to their respective rights and interests for any loss damage detention diversion injury loss of traffic or other interference sustained by them respectively by reason of the interruption to or interference with their traffic in consequence of the construction of the railway and works or of the operations of the Company or

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otherwise including any compensation to passengers servants and others and any damages to plant which the corporation or their lessees for the time being may become liable for or incur in connection with any accident or injury arising from or in any way attributable to the operations of the Company excepting where such damage or injury shall have been occasioned by the default or neglect of the corporation or their lessees for the time being or of their officers workmen or servants and upon any claim for such compensation or damage being intimated to the Company the Company shall be bound to relieve the corporation or their lessees for the time being of such claim and of all costs and expenses of and incidental thereto except as aforesaid and except with the consent of the corporation and such lessees any operation of the Company which would cause such interruption or interference shall be conducted between the hours of 12 P.M. and 5 A.M. on the next lawful day :

(9) Wherever the railway or works cross under or otherwise interfere with any street or tramway or property of the corporation the Company shall during the space of one year from the construction of the railway works so crossing under or otherwise interfering with maintain and repair the street or tramway or property of the corporation so crossed under or otherwise interfered with and the Company shall thereafter bear any additional expense of maintaining or renewing the said street or tramway or property occasioned by the construction of the railway or works :

(10) The Company shall not at any one time without the previous consent of the corporation break up in one continuous length in any one street more than one hundred lineal yards of such street and shall make all such provision as the corporation may require for the free passage of traffic across the street so proposed to be broken up or interfered with in the line of any intercepting street :

(11) The Company shall within twelve months of making such opening or of breaking up or interfering with the surface of any portion of any street restore the same to the satisfaction of the corporation and in default thereof the Company shall pay to the corporation a penalty not exceeding five pounds for every day after such period upon which such default shall continue :

(12) The Company shall not stop up any street within the borough unless there be another street leading in the same



direction and available as an alternative route for the traffic in the street so to be stopped up Nor shall the Company stop up more than one of any two parallel streets: A.D. 1901.

- (13) If in consequence of the Company's operations it should happen that great traffic or exceptionally heavy loads should be transferred from a road or street which has been paved or formed in a special manner to fit it for the passage of such great traffic or exceptionally heavy loads to a road or street which has not been so paved or formed and such street in consequence suffers damage of an unusual description and amount then such unusual damage shall be made good to the corporation by the Company:
- (14) Whenever any street shall be temporarily diverted or stopped up or obstructed by the Company in constructing the railway then in addition to the specific requirements hereinbefore contained proper accommodation for access to property and any additional accommodation for traffic that may be required shall be previously provided to the satisfaction of the corporation and shall thereafter during such diversion stopping up or obstruction be maintained fenced watched and lighted by the Company to the satisfaction of the corporation at the expense of the Company:
- (15) Where the surface of any street (not authorised to be permanently stopped up under the provisions of this Act) has been interfered with or disturbed by the Company in constructing the railway the Company shall well and sufficiently and to the reasonable satisfaction of the corporation restore the surface so interfered with or disturbed and so much of the surface of any street adjoining such street as aforesaid as it may be necessary to alter by reason of such interference and shall maintain in efficient repair the said surface for twelve months to the like satisfaction:
- (16) If during the execution of the works or at any time afterwards the Company shall with the consent of the corporation wholly close the carriageway of any street or thoroughfare so as to interfere with the traffic thereon then they shall be liable to pay compensation to any owner lessee or occupier along the line of the street so closed for any ascertained damage done to his property in such street or to his trade carried on therein:
- (17) If the Company acquire under the powers of this Act any land at Weaste used by the corporation for sewage works they shall also if required by the corporation purchase the severed

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portion on the north-east side of the railway and shall immediately on the conveyance thereof to them grant to the corporation free of charge a perpetual easement thereover for the purpose of their railway siding and shall not in the construction of the railway interfere with the user of the said siding :

(18) Any tunnel or covered way constructed by the Company in the borough shall be of such strength and durability as is proper and sufficient for the effectual support of any street or roadway under which such tunnel or covered way passes and all the present and future traffic along such street or roadway and shall construct such tunnel or covered way with side walls at each side sufficient to secure all buildings now standing or hereafter to be erected over adjoining or near to the tunnel or covered way from any damage or any loss of stability and the Company shall at their own expense for ever hereafter so maintain the said tunnel or covered way :

(19) Where any street is carried over the railway the Company shall whenever reasonably required by the corporation construct a culvert under or over the railway for the purpose of carrying over or under the railway any property of the corporation such culvert to be constructed at the expense of the Company of such size and in accordance with plans and sections and of such materials as the corporation may reasonably require Any such culvert when constructed shall be maintained by and at the expense of the Company :

(20) Where by reason of the exercise of any of the powers of this Act it becomes in the opinion of the corporation necessary to construct or lay any property of the corporation or to construct or lay additional property or any increased length thereof or to construct any manholes airholes or other works or conveniences connected therewith such works shall before the Company interfere with the existing property of the corporation (subject as hereinafter mentioned) be carried out by and at the expense of the Company to the satisfaction of the corporation and in accordance with plans sections and specifications to be approved by them :

(21) When by reason of the construction of the railway it may be necessary to intercept or interfere with any existing property of the corporation and it is found impracticable to carry out the permanent alteration and reconstruction and reinstatement of such property before such interference takes place then the Company may with the consent of the corporation in the



meantime intercept or interfere with such property provided that before so doing they at their own expense make temporary provision to the satisfaction of the corporation equivalent in all respects to that to be interfered with and the Company shall maintain the same until the permanent works are completed but the Company shall in no case stop or interfere with the free flow of the sewage gas water or electric energy :

(22) If by reason of the exercise of any of the powers of this Act any property of the corporation be absorbed or discontinued and no works in lieu thereof are necessary to be constructed the Company shall pay to the corporation such proportion of the estimated original cost (to be assessed by the borough engineer) of constructing such works and also any sum expended on their reconstruction or permanent repair as shall then remain as part of the debt upon the original estimated cost of such works :

(23) If at any time hereafter it becomes in the opinion of the corporation necessary to obtain access to any existing or substituted sewer or drain of the corporation which may in any way have been interfered with by the works of the Company the Company shall when requested by the corporation make and maintain such reasonable access to such sewer or drain as the corporation shall reasonably require and the corporation shall by their officers workmen and servants be at liberty at all reasonable times and so as not in any way to prejudicially interfere with the use and working of the railway to use such means of access for any purpose for which it may be necessary :

(24) The corporation shall have power simultaneously with the construction of the railway to construct such works on the premises of the Company as may be requisite for the inspection cleansing and repairing of the property of the corporation the positions of such works to be subject to the reasonable approval of the engineer of the Company :

(25) The corporation shall have power to enter upon the lands of the Company for the purpose of constructing such manholes and such other works as may be required on the line of any sewers of the corporation affected by the execution of the works under this Act :

(26) The Company shall not make in any street or any park garden or public place or land in which the corporation have an interest or in the pavement or footway of any street any building opening shaft or vents or any work whatever in

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connection therewith for the purpose of lighting or ventilating the railway except with the previous consent of the corporation and subject to such conditions as they may impose. No such building opening shaft or vent or other work to be used for lighting or ventilating purposes shall be commenced by the Company until plans and elevations thereof have been submitted to and approved of by the corporation and the same shall be erected at such height as the corporation may require and in accordance only with plans and elevations that may be so approved :

(27) When by reason of the construction of the railway it is in the opinion of the borough engineer necessary to syphon any sewer and to pump any sewage from such syphon the Company shall pay to the corporation the reasonable annual cost of such pumping :

(28) On the sale by the Company of any surplus lands fronting or adjoining or abutting upon any street the same shall be sold subject to the condition that the elevation of any buildings to be erected thereon and fronting to or towards or adjoining such street shall be subject to the approval of the corporation and any land retained by the Company and fronting adjoining or abutting on any street shall if so required by the corporation be fenced from such street by a wall of such height and treated with architectural effect to the reasonable satisfaction of the corporation :

(29) In order to secure the erection of suitable and appropriate buildings and erections in the borough the design and materials of any new buildings bridges and erections and works to be constructed by the Company above the level of the ground shall be subject to the approval of the corporation :

(30) The Company shall not affix to or place upon the railway or to or upon any of the buildings and works connected therewith which may be constructed across through or over any lands property or street belonging to the corporation any advertisement or any hoarding or poster or sky sign for displaying advertisements facing any street without the consent of the corporation and then only upon such terms and conditions as shall be specified by the corporation :

(31) Nothing in this Act contained shall prevent the corporation at any future time from carrying any property of the corporation either above or below the railway but so as not to interfere with the working thereof :



(32) The Company shall not in the borough except with the consent of the corporation employ uninsulated returns for the electric current to be used on the railway or employ any method of construction which does not effectually protect the tramways and all property of the corporation from damage or injury by electrolysis or any other means :

(33) Any works constructed within the borough in connection with any of the electrical portion of the undertaking shall be subject to the reasonable approval of the electrical engineer who is hereby authorised to have access to the works of the Company for the purpose of ascertaining whether the electrical conditions at any time during the working of the railway are liable to cause damage in respect of electrolysis or otherwise and it shall be lawful for the electrical engineer to give notice to the Company of any cause of complaint which he shall find to exist and the steps to be taken and works executed by them to remedy the same. In the event of any difference arising between the corporation and the Company as to the reasonableness of such requirements or in respect of any other matter in connection with the electrical portion of the undertaking then any such difference shall be settled by an electrical engineer to be appointed by the Board of Trade on the application of either party :

(34) All works required in the alteration or interference with any gas mains or pipes of the corporation shall be carried out under the supervision and to the reasonable satisfaction of the gas engineer :

(35) All works in under or over the river Irwell shall be constructed to the approval of the corporation so as not to interfere with the navigation or prejudicially affect the free flow of water or diminish the sectional area of the waterway in the river :

(36) The corporation shall not be liable for and shall be indemnified by the Company against all damage or injury which may be caused to the line and works of the Company and the traffic thereon and the persons and property being conveyed on or using the railway by the breaking bursting or leaking of or escape from any sewers water hydraulic gas electric telephonic or other mains pipes works or apparatus belonging to or under control of the corporation unless such damage or injury shall have arisen as the consequence of any act or default of the corporation or of their contractors officers agents workmen or servants :

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- (37) The Company shall at any time and at any points between the Borough Cemetery and the boundary between the borough and the borough of Eccles construct any under or over bridges which may from time to time be required by the corporation for carrying any road of the corporation connecting any land or road south of the railway with any land or road north of the railway and of such width strength and at such angles as the corporation may reasonably require and shall for ever thereafter maintain such bridges :
- (38) Except so far as is in this section provided the Company shall not alter the level of or divert any street in the borough without the previous consent of the corporation :
- (39) The corporation shall be entitled to make attachments to the underside of any bridge carrying lines of railway of the Company over any street for the purposes of electric traction or lighting or telephonic communication such attachments to be in all respects subject to the approval of the Company's engineer and to be temporarily removed at any time when required by him in connection with the maintenance reconstruction or alteration of the bridge :
- (40) Nothing herein contained shall affect the rights of the corporation to compensation in respect of severance or otherwise under the provisions of any Act incorporated with this Act or any notice to treat which may be given by the Company to the corporation :
- (41) If by reason of the construction maintenance or working of the railway or the failure of the works connected therewith the corporation shall sustain any damage or injury the Company shall make full compensation in respect thereof :
- (42) In the construction of the railway in the borough the Company shall not deviate from the lines and levels shown upon the deposited plans and sections without the consent in writing of the corporation :
- (43) The rails in any tunnel or under or near any street shall be laid and maintained in such manner as shall be found best suited for rendering the working of the railway as free from noise and vibration as possible :
- (44) The flags paving-stones or other materials in the streets to be stopped up or interfered with by the Company under the powers of this Act shall remain and be the property of the corporation and if not used for the reconstructed streets may be used or removed by them :



- (45) The corporation their officials and assistants shall from time to time and at all reasonable times during the construction of the authorised works have full power to enter and inspect the progress and condition thereof to see that the provisions of this Act are complied with and the Company shall pay all reasonable costs incurred by the corporation in such inspection :
- (46) The Company shall not use dynamite gunpowder or any other explosive substance in the construction of any portion of the railway except in such quantities at such times and under such conditions as the corporation may reasonably prescribe and subject to the payment and satisfaction by the Company of all damages costs and expenses to be sustained or incurred by any person or persons by the use of dynamite gunpowder or any other explosive substance :
- (47) The Company shall from time to time pay to the corporation all sanitary and other municipal rates leviable by or payable to the corporation upon the respective assessments of any lands or property shown on the deposited plans or a proportion of such rates respectively from the time such lands or property shall be acquired by the Company until the Company's works are completed and assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down :
- (48) Where the railway passes over any street by a bridge such bridge shall be constructed in such a manner that there shall be a clear span throughout of not less than forty feet measured on the square over the roadway and a clear headway throughout of at least sixteen feet No piers walls or buttresses of any such bridge shall be placed upon any street without the consent of the corporation and any such bridge shall be encased with drop-tight plates so as to prevent so far as is reasonably practicable the dripping of water on to the street :
- (49) All bridges (not being part of a continuous covered way) carrying any street over the railway with the approaches and all other necessary works connected therewith shall be constructed and at all times maintained by and at the expense of the Company :
- (50) Whenever by this section any work is required to be done by the Company and at their expense in connection with any property of the corporation the corporation may give notice

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in writing to the Company within twenty-eight days from the receipt by them of the notice from the Company referred to in subsection (4) of this section that the corporation will carry out the work or any portion thereof themselves then the Company shall not commence the work included in such notice but the same shall be carried out by the corporation with all reasonable dispatch and at the expense of the Company. If such notice of intention themselves to carry out the work is given by the corporation then the Company shall if required by the corporation within fourteen days after receiving notice from the corporation of the amount of their estimate for carrying out of such work deposit with the corporation a sum equal to the amount of such estimate and the corporation shall not be bound to commence such works until such deposit has been made and if the works cost less than the deposit then the balance shall be forthwith returned by the corporation but if such deposit shall be less than the cost then the difference shall be paid by the Company to the corporation within fourteen days after being required so to do:

(51) In any case where any house or other building shall have been wholly or in part demolished by the Company the Company shall to the satisfaction of the corporation build up or repair any adjoining house or other building or any portion of the demolished house or other building so as to prevent any unsightly appearance by reason of any such demolition:

(52) Whenever by this Act it is provided that anything may be done with the consent or approval of the corporation or shall not be done without such consent or approval such consent or approval shall not be unreasonably withheld and may be given subject to such reasonable conditions and provisions as the corporation may think fit:

(53) The special provisions herein contained for the protection of the corporation shall not be deemed to supersede or dispense with the provisions of the Railways Clauses Consolidation Act 1845 but these except in so far as they may be inconsistent with any of the special provisions herein contained shall be and remain in full force and effect:

(54) Any difference which may arise between the corporation and the Company under this section shall on the application of the Company or of the corporation be referred to the determination of an arbitrator to be mutually agreed upon or failing such



agreement to be appointed on the requisition of either of them by the Board of Trade.

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

For protec-  
tion of  
Eccles  
Corporation.

- (1) Where any of the works intended to be executed under or by virtue of this Act shall or may pass under over across or by the side of or in any way intersect interrupt or interfere with any sewers drains culverts pipes or watercourses within the borough of Eccles or under the jurisdiction or control of the corporation or shall or may affect the sewerage or drainage of the said borough the Company shall at their own expense if so required by the corporation or the corporation may if they so prefer at the expense of the Company make good to the satisfaction of the corporation such sewers drains culverts pipes and watercourses or any of them and execute such works as the corporation may think necessary or advisable for protecting strengthening and securing such sewers drains culverts pipes and watercourses or any of them against any damage which in the opinion of the corporation might be occasioned thereto by reason of the said intended works of the Company or by reason of the working of the railway and also shall at their own expense if so required by the corporation or the corporation may if they so prefer at the expense of the Company provide construct and lay down such new sewers drains culverts pipes and watercourses or any of them as the corporation may require in substitution for any sewers drains culverts pipes and watercourses intersected interrupted or interfered with which cannot in the opinion of the corporation be thereafter so adapted as to effectually drain the same area or be satisfactorily made good protected strengthened or secured and equal in capacity and efficiency thereto together with all proper and necessary appliances for rendering the same efficient for conveying sewage and drainage and all such provisions as the corporation may think necessary or advisable for protecting and giving access to such new sewers drains culverts pipes and watercourses and for preventing injury or impediment thereto by reason of the said intended works of the Company or any of them or by reason of the working of the railway and the Company shall at their own



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expense if so required by the corporation or the corporation may if they so prefer at the expense of the Company uphold and maintain in proper sanitary condition and in good and sufficient repair to the satisfaction of the corporation the portions of such sewers drains culverts pipes or watercourses so passed or interfered with and also all works matters and things hereinbefore required to be done or provided by or at the expense of the Company and shall bear the costs and expenses of working the appliances required to be provided in connection therewith and the Company shall on demand repay to the corporation any costs and expenses incurred by the corporation from time to time in carrying out any of the before-mentioned works matters and things Provided nevertheless that nothing in this section shall authorise the Company to carry any sewer drain culvert pipe or watercourse under the railway by means of syphons without the consent in writing of the corporation And provided also that no work shall be executed by the Company so as to interfere with any sewer drain culvert pipe or watercourse within the borough of Eccles or under the jurisdiction or control of the corporation until plans of such work shall have been submitted to and approved by the corporation and any new sewers drains culverts pipes watercourses or appliances required by the corporation under the provisions of this section shall have been completed The Company shall allow the corporation their officers agents workmen and contractors to have free access with or without materials at all reasonable times to any such sewer drain culvert pipe or watercourse as is in this section mentioned :

(2) If as a result of any alteration made under the provisions of this section in any sewer drain culvert pipe or watercourse passed intersected interrupted interfered with or affected as in this section mentioned the corporation shall find it necessary to alter any other sewer drain culvert pipe or watercourse or any appliances connected therewith within the borough of Eccles the Company shall on demand repay to the corporation all costs and expenses of and incident to the altering of such other sewer drain culvert pipe watercourse or appliances :

(3) The corporation may at all times construct and maintain under or across the railway and works of the Company such subways culverts sewers drains pipes wires and apparatus as they may think necessary or desirable without making any payment or compensation to the Company in respect thereof and the



Company shall afford to the corporation all reasonable facilities of access for the purpose of the construction maintenance examination alteration renewal and repair of such subways culverts sewers drains pipes wires and apparatus Provided always that the corporation shall so exercise the powers conferred by this subsection as not to damage the railway of the Company or to obstruct or interfere with the traffic thereon :

- (4) The Company shall before interfering with the existing sewer of the corporation known as the Irwell Park sewer construct at their own expense and to the satisfaction of the corporation a new sewer in the direction and of the size shown upon the plan signed by R. Elliott Cooper on behalf of the Company and by Thomas Spooner Picton on behalf of the corporation and according to such levels as the corporation shall approve The Company shall afford to the corporation their officers agents workmen and contractors all reasonable facilities of access for the purpose of making junctions with such new sewer and also for the purpose of the maintenance examination alteration renewal and repair thereof and of any sewers or drains connected therewith :
- (5) Notwithstanding anything contained in this Act or shown on the deposited plans or sections the said existing sewer of the corporation known as the Irwell Park sewer shall not be interfered with by the Company between the points marked A and B respectively on the plan referred to in subsection (4) of this section :
- (6) In the event of the Company requiring for the purpose of constructing the railway to interfere with the sectional area or internal shape of the storm overflow culvert of the corporation known as the Fountain Street overflow or to make any other alteration of such storm overflow culvert which may in the opinion of the corporation affect the efficiency thereof for carrying off storm water the Company shall before commencing such construction provide and thereafter maintain at their own expense and to the satisfaction of the corporation a new culvert or channel in substitution for the existing culvert and shall construct such substituted culvert or channel at proper levels along the north side of the railway and discharge the same into the watercourse known as the Salteye Brook The corporation shall for the purpose of constructing such substituted culvert or channel grant free of charge to the Company an easement over the sewage farm of the corporation in such direction as the corporation shall approve Provided

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however that the corporation shall not be required to grant such easement if the land in the possession of the Company shall be sufficient for the purpose :

- (7) Notwithstanding anything shown on the deposited sections the present level of Barton Road numbered 77 on the deposited plans in the parish and borough of Eccles shall not be in any way altered by the Company :
- (8) Notwithstanding anything shown on the deposited plans Peel Green Road numbered 113 on the said plans in the said parish and borough shall not be entered upon taken or used or in any way interfered with by the Company :
- (9) In constructing the railway where the same crosses the line of a road known as Fountain Street numbered 48 on the deposited plans in the said parish and borough the Company shall raise the level of the said road and carry the same over the railway by means of a proper and sufficient bridge The said bridge shall be constructed of a clear width between the parapets of not less than thirty-six feet and the gradients of the approaches to the said bridge on both sides shall not be steeper than one in thirty and the approaches shall be of the clear width throughout between the fences of not less than thirty-six feet :
- (10) The carriageway of the altered portion of Fountain Street aforesaid shall not be less than twenty-two feet wide between the kerbstones with footpaths of seven feet wide on each side thereof and the parapets and fences shall not be less than four feet six inches in height above the levels of the footpaths :
- (11) The Company shall at their own expense complete pave and fence and for ever after the opening maintain the roadway and footpaths of the said bridge and approaches together with proper provisions for the drainage thereof :
- (12) In lieu of the alteration of the level of Fountain Street aforesaid and the construction of the said bridge the Company may if the corporation and the Company agree upon a site and direction therefor provide and construct to the reasonable satisfaction of the corporation a new road of a width of thirty-six feet with such level and formation as the corporation may reasonably require for the purpose of providing convenient means of access from the said borough to the wharves upon the Manchester Ship Canal :
- (13) The Company shall construct and open for public use a road of easy gradient not less than twenty-four feet in width on the



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south side of the railway from Barton Road aforesaid to the wharf on the Manchester Ship Canal which the Corporation are entitled to use by virtue of the provisions in that behalf of the Manchester Ship Canal Act 1885 and such road shall be substantially constructed fit for all descriptions of traffic to the reasonable satisfaction of the corporation and until such road is completed in accordance with the provisions of this subsection the Company shall not in any way obstruct or interfere with the means of access to the said wharf which the corporation now enjoy :

(14) Notwithstanding anything in this Act contained the Company shall not enter upon take or use any portion of the sewage farm of the corporation numbered 116 on the deposited plans in the parish of Eccles except so much thereof as is coloured red on the plan signed by R. Elliott Cooper on behalf of the Company and by William Henry Hickson on behalf of the corporation and the Company shall before taking any portion of such land convey or cause to be conveyed to the corporation in fee simple free of cost the lands coloured blue on the said plan containing an area of 6 acres 3 roods 18 perches or thereabouts being portions of the properties numbered 115A 116A 117 and 117A on the deposited plans and the northern boundaries of the lands coloured red and the southern boundaries of the lands coloured blue on the said plan shall be deemed to be the northern limit of deviation of the railway where the railway passes through such properties :

(15) The Company will bear and on demand pay to the Corporation the entire cost of making good any part of their sewage farm or works interfered with or prejudicially affected by the Company in the exercise of the powers of this Act including the cost of all necessary alterations thereto and of draining levelling and laying out for purposes of sewage treatment in like manner as the sewage farm is now drained levelled and laid out or in such other manner as the corporation may require such portion of the land conveyed to the corporation as aforesaid as shall be equal in area to the land taken by the Company under the last preceding subsection :

(16) The Company shall before interfering with the existing public footway commencing in Peel Green Road aforesaid and continuing thence along the south side of the said sewage farm construct and for ever maintain to the satisfaction of the corporation and at their own expense a substituted footway on the south side of the railway together with all such bridges and

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works as shall be necessary for the full enjoyment thereof by the public :

- (17) In the event of the Company requiring to take under the powers of this Act any portion of the land held by the corporation for the purposes of the said sewage farm or any works connected therewith the Company will if so required by the corporation enter into and execute at the cost of the Company any proper instruments providing for the apportionment of the chief rent payable in respect thereof :
- (18) In constructing the railway where the same crosses the watercourse known as the Salteye Brook numbered 118 on the deposited plans in the parish of Eccles the Company shall carry the said watercourse under the railway by constructing a brick culvert or bridge of such size as the corporation may require and shall for ever thereafter maintain and repair the said culvert or bridge as the case may be :
- (19) If the Company in exercising the powers of this Act shall in any way obstruct or interfere with either of the two several rights of way to which the corporation are now entitled at the easterly and westerly ends of the said sewage farm respectively the Company shall provide and afford to the corporation rights of way over other ways as convenient in all respects as those so obstructed or interfered with :
- (20) The Company shall pay and shall hold the corporation fully indemnified against any damage penalties costs charges or expenses which the corporation may suffer incur or be required to pay by reason of the failure or neglect of the Company to properly discharge any duty imposed upon them under the provisions of this section or by reason of anything done by the Company in the construction or maintenance of the works by this Act authorised :
- (21) If any difference arise between the Company and the corporation touching anything to be done or not to be done or any moneys to be paid under the provisions of this section such difference shall (unless otherwise agreed) be settled by an engineer to be appointed upon the application of either of the parties in difference by the President of the Institution of Civil Engineers.

For protec-  
tion of  
Barton-  
upon-Irwell  
Rural Dis-  
trict Council.

**29.** For the protection of the Barton-upon-Irwell Rural District Council (in this section called "the council") the following provisions shall have effect (that is to say) :—

- (1) In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein



contained interfering with or prejudicially affecting any sewers or watercourses belonging to or under the control of the council the Company shall at their own expense restore and make good such sewers and watercourses to the reasonable satisfaction of the surveyor to the council :

- (2) The Company shall not close any of the existing footpaths or roads crossing the railway between the points on the deposited plans 5 miles 5 furlongs and 5 miles 6 furlongs or divert the same further than may be necessary to enable the Company to carry the same through a single bridge with a clear span of not less than twelve feet and a headway of not less than sixteen feet :
- (3) Further the Company shall for ever maintain the footpath over which the said bridge shall be constructed for a distance of nine feet on either side thereof to the reasonable satisfaction of the council and shall at all times prevent any water escaping through any part of the walls or bridges on to the said footpath or road Further the whole of the works and maintenance shall be executed to the reasonable satisfaction of the surveyor to the council :
- (4) Every difference arising under out of or in consequence of this section shall be referred to a single arbitrator pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf of the Arbitration Act 1889 or any statutory modification thereof for the time being subsisting.

**30.**—(1) The Company shall at 6 miles 3 furlongs 40 yards so construct their railway that it shall not close or deviate the existing roadway leading from Liverpool Road to Barton Moss Railway Station (London and North Western Railway) and if a bridge is constructed over the said roadway the distance between the piers shall not be less than twelve yards and the height from the finished level of the road to the underside of the bridge shall not be less than sixteen feet clear for the whole width of the twelve yards the inclination of the roadway when finished shall not be greater than 1 in 50 on either side of the bridge for the whole width of twelve yards so far as the limits of deviation will allow and the Company shall for ever maintain the roadway under the bridge and the approaches on either side of the bridge and shall at all times prevent any water escaping through any part of the bridge or piers on to the road so bridged over.

For protec-  
tion of  
Barton Moss  
Parish  
Council.

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(2) If bridges are constructed to carry the road over the railway at 7 miles 1 furlong 34 yards and at 7 miles 1 furlong 176 yards respectively each such bridge shall not be less than twelve yards wide each and the sides of each bridge shall be protected at the sides by iron stone or brick structures six feet high and the approaches of each bridge shall be properly fenced with strong hurdles the entire lengths of such approaches.

(3) The surface of the roads and approaches whether under the railway as stated in subsection (1) of this section or over the railway as stated in subsection (2) of this section shall be properly made by and at the expense of the Company in accordance with the specification for works under the one hundred and fiftieth section of the Public Health Act 1875 used by the Barton-upon-Irwell Rural District Council with the addition that all the paving shall be executed in asphalt joints.

(4) The whole of the works and maintenance shall be done to the reasonable satisfaction of the clerk to the Barton Moss Parish Council or any other person duly appointed by the clerk to watch the interests of the council during the construction of the works and all fees for such work as the council shall consider necessary and paid for by the council shall be refunded to the council by the Company but shall not exceed the sum of twenty-five pounds.

(5) The Company shall construct and maintain all proper and necessary drains channels and watercourses to prevent any stoppage of or injury to the drainage of the parish of Barton Moss on either side of the railway and such works shall be executed and done by and at the expense of the Company when called upon by and to the reasonable satisfaction and under the supervision of the clerk of the parish council or other person appointed by him in that behalf.

(6) Every difference arising under out of or in consequence of this section shall be referred to a single arbitrator pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf of the Arbitration Act 1889 or any statutory modification thereof for the time being subsisting The whole of the arbitrator's fees and the council's costs shall be borne by the Company.

For protec-  
tion of cor-  
poration of  
Warrington.

**31.** For the protection of the mayor aldermen and burgesses of the borough of Warrington (in this section called "the corporation") the following provisions shall unless otherwise agreed between the corporation and the Company have effect (that is to say):—

(1) The bridge to be constructed by the Company to carry the railway or any works by this Act authorised over the public



road called Winwick Road shall be constructed of the clear width between the abutments of not less than sixty feet measured on the square and shall have a clear headway throughout the whole width of the roadway of not less than eighteen feet above the level of the road and the bridge for carrying the railway or any such works over the public road called Dallam New Road shall be constructed of the clear width between the abutments of not less than forty feet measured as aforesaid and shall have a clear headway throughout the whole width of the roadway of not less than seventeen feet above the level of such road :

(2) The parapets of the bridges shall be carried up to a height of not less than six feet above the formation level of the railway in each case :

(3) The Company shall at their option either line with white-glazed bricks the vertical walls of the bridges to a height of not less than twelve feet above the level of the roadway under each bridge respectively or shall light the same with electric light to the reasonable satisfaction of the corporation :

(4) The Company shall at all times maintain the said bridges in substantial repair and good order to the reasonable satisfaction in all respects of the surveyor of the corporation :

(5) The bridges carrying the railway over any public road in the borough of Warrington shall be constructed and maintained so as to prevent as far as reasonably practicable the dripping of water therefrom on any part of the road or the footways thereunder :

(6) The Company shall not affix or exhibit or permit to be affixed or exhibited upon the said bridges or the parapets thereof facing the public roads any placards or advertisements except such as relate to the business of the Company :

(7) The Company shall not in any case construct any works over or across any public road in the borough of Warrington on the level of such road :

(8) The Company shall relay restore and make good any roadway interfered with to the reasonable satisfaction of the said surveyor :

(9) The bridge to be constructed by the Company to carry the road called Lodge Lane over the railway or any work by this Act authorised shall be constructed of the clear width of not less than forty feet and the approaches to such bridge shall be constructed with gradients not steeper than one in thirty :

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- (10) The parapets of such bridge shall be carried up to a height of not less than six feet above the roadway :
- (11) The Company shall if required by the corporation so to do lay a pipe sewer or drain twenty-four inches in diameter under the railway at a point near the bridge carrying Lodge Lane over such railway to be agreed upon between the engineer of the Company and the surveyor of the corporation or failing agreement to be determined by an engineer to be appointed as hereinafter provided :
- (12) If by reason of the execution of any of the powers of this Act any increased length of sewer gas or water mains or pipes belonging to the corporation shall become necessary the same shall be laid down by the corporation at the expense of the Company and so far as the same affect the railway or works of the Company to the reasonable satisfaction of the engineer of the Company :
- (13) In case any works to be made or executed by the Company under the authority of this Act shall or may intersect or interfere with any sewage carrier sewer drain gas or water main pipe or other work of the corporation the Company shall not commence such works until they have given to the corporation fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the corporation with a plan and section showing the proposed works and also showing how any of the said works of the corporation are intended to be dealt with and until the corporation shall have signified their approval of the same by writing under the hand of their surveyor or engineer but if the corporation shall fail to signify their approval or disapproval and in case of disapproval to give written particulars of their objections and requirements within fourteen days after delivery of such notice they shall be deemed to have approved of such plan and section The Company shall comply with and conform to all reasonable alterations in the mode of dealing with any of the said works and other reasonable requirements of the corporation or of their surveyor or engineer in the execution of such works and all such works shall be done to the reasonable satisfaction of the surveyor or engineer of the corporation :
- (14) If any interruption whatsoever in the supply of gas or water by the corporation shall be in any way occasioned by the Company or the acts of any of their contractors agents



workmen or servants or any person in the employ of them or any or either of them the Company shall pay and make compensation to the corporation for all expenses loss or damage sustained by the corporation through loss of gas or water or interference with the corporation in the performance of their obligations as to the supply of gas or water and shall indemnify them against all damages penalties and costs which may arise directly or indirectly from any such interruption of supply :

(15) All works executed by the Company for the corporation shall be completed by or at the reasonable costs charges or expenses of the Company and subject as hereinbefore provided shall thereafter be as fully and completely the property of and under the direction jurisdiction and control of the corporation as any works of the corporation are and shall be so maintained and used by the corporation as not to cause any interference with or injury to the railway or works of the Company :

(16) The details of the works necessary to be executed for the purpose of carrying out the provisions contained in the preceding subsections shall be submitted to the corporation and shall be agreed upon between the surveyor or engineer to the corporation and the engineer of the Company and in case of difference as to any of such works such difference shall be referred to an engineer as provided in the next succeeding subsection :

(17) If any difference shall arise between the Company and the corporation as to the true intent and meaning of this section or as to anything to be done or not to be done thereunder such difference unless otherwise agreed shall be determined by an engineer to be appointed on the application of the Company or the corporation by the Board of Trade.

**32.** The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Widnes (in this section called "the corporation") shall apply and have effect (that is to say) :—

For protection of corporation of Widnes.

(1) In this section "the borough" means the borough of Widnes "the town clerk" and "the borough surveyor" mean respectively the town clerk and surveyor of the borough :

(2) The Company shall carry the roads numbered 1 8 28 and 33 on the deposited plans (borough of Widnes) over the railway by means of bridges with proper approaches of the following widths between the parapets (that is to say) in the case of the

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bridges carrying the roads numbered 1 8 and 33 over the railway of the full present widths of those roads respectively and in the case of the bridge carrying the road numbered 28 over the railway of a width of not less than forty-two feet and the Company shall construct and maintain on each side of the several bridges parapets of not less than six feet in height and if at any time hereafter the bridge carrying the said road numbered 8 over the railway of the Cheshire Lines Committee shall be widened then the Company shall also widen and maintain the bridge to be constructed under this subsection for carrying that road over the railway to a like extent Provided also that nothing herein contained shall be held to require the Company to widen the last-mentioned bridge to a greater extent than forty-two feet :

- (3) The Company shall at their own cost pave or metal (as the case may be) flag kerb and channel so much of the said several roads as shall have been interfered with or altered and shall at all times maintain the same in a proper and efficient state and condition for a period of one year :
- (4) The Company shall not in carrying out the aforesaid works or any of them raise or alter the present levels of the said several roads or any of them :
- (5) The Company shall carry the public footpaths numbered 16 and 21 on the deposited plans (borough of Widnes) over the railway by means of bridges of a width in each case of not less between the parapets than the existing bridges carrying such footpaths across the Cheshire Lines Committee Railway and the Company shall construct parapets on each side of the said two bridges of not less than six feet in height Provided that if the said footpaths or either of them shall be hereafter converted into public carriage roads and the bridge or road over the railway of the Cheshire Lines Committee be widened accordingly the Company shall widen the bridges carrying the said footpaths over the railway to a similar width not exceeding thirty-six feet The bridge carrying the footpath No. 16 over the railway shall be so constructed as to be in a straight line with and a continuation of the present bridge over the adjoining railway of the Cheshire Lines Committee and the footpath leading thereto on the northerly side of the first-mentioned bridge shall be so diverted by the Company as to form a direct and convenient access to such bridge :



(6) The Company shall carry the footpaths Nos. 29 44 and 45 A.D. 1901.  
respectively on the deposited plans (borough of Widnes) over  
the railway by means of footbridges of a width in each case of  
five feet between the fences thereof such bridges to be con-  
structed at or about the respective points following (that is to  
say) that carrying No. 29 at 21 miles 7 furlongs and that  
carrying Nos. 44 and 45 at 22 miles 6 furlongs and all  
such footbridges shall have easy and convenient approaches  
on both sides thereof and be made and completed in accor-  
dance with plans and specifications to be first submitted to  
and reasonably approved by the corporation or the borough  
surveyor :

(7) Before constructing the railway and works by this Act  
authorised or any part thereof at or near to the existing outfall  
sewer of the corporation at No. 36 on the deposited plans  
(borough of Widnes) the Company shall reconstruct so much of  
the said sewer as may be under the lands of the Company by  
substituting for the existing sewer a mild steel or cast iron  
pipe fifteen inches diameter set in solid concrete and with a  
proper manhole for giving access thereto :

(8) The Company shall at the several points hereinafter mentioned  
provide and maintain under the railway brick culverts or drains  
of the character and dimensions following for the use of the  
corporation as outfall sewers (that is to say) :—

Moss Brook at 22 miles 0·35 furlongs a brick culvert 3 feet  
by 2 feet ;

Upton at 22 miles 5 furlongs a 15-inch mild steel or cast iron  
pipe set in concrete 1 foot in thickness ;

Barrows Green Lane at 20 miles 7 furlongs a like pipe with  
manhole on the Company's land ;

Moorfield Road at 21 miles 1·33 furlongs a like pipe with  
manhole :

(9) The corporation shall at all times and from time to time have  
full and free right and liberty to inspect repair cleanse and  
maintain the said sewers and manholes under or in the railway  
or lands of the Company doing as little damage to the railway  
as possible and so as not to interfere with the traffic thereon :

(10) In the event of any works or operations of the Company  
under or the exercise of any of the powers contained in this  
Act interfering with or prejudicially affecting the present  
drainage of any property belonging to the corporation or of  
any roads under their jurisdiction or the cutfalls of such

A.D. 1901.

property or the passage or escape of flood water therefrom the Company shall at their own expense restore and make good such drainage roads or outfalls and provide for the passage or escape of such flood water as freely as at present. If the Company shall make default in so doing they shall pay the corporation full compensation for any damage or injury sustained by them by or in consequence of such default:

- (11) The several bridges carrying the following roads viz. Barrows Green Lane Moorfield Road Peelhouse Lane Birchfield Road Broadheath Lane and Hough Green Lane being the roads numbered 1 8 28 and 33 (borough of Widnes) and 5 17 and 18 (parish of Ditton) on the deposited plans over the railway shall be of such dimensions and of such mode of construction that the corporation may be able to lay down and maintain in the said roads gas and water mains at least one foot six inches below the surface of the road of the following (internal) dimensions viz. :—

	Nos. on deposited Plans.	Gas Main.	Water Main.
		Inches.	Inches.
Barrows Green Lane . . . . .	1	6	6
Moorfield Road . . . . .	8	9	9
Peelhouse Lane . . . . .	28	12	16
Birchfield Road . . . . .	33	12	16
Broadheath Lane . . . . .	5	9	9
Hough Green Lane . . . . .	17 and 18	9	9

- (12) Before the Company break up or otherwise interfere with any road or street within the borough they shall give to the corporation notice thereof in writing and such notice shall be delivered to the town clerk at the Town Hall Widnes not less than fourteen days before the works shall be commenced:

- (13) The Company shall not commence any works within the borough which shall necessitate a temporary diversion of any road or street unless such diversion shall have been reasonably approved of by the borough surveyor and the Company shall before commencing any such works at their own expense make such arrangements and provide such accommodation for the passage of traffic as the corporation shall reasonably require



Provided that if the borough surveyor shall fail to signify his disapproval of any such diversion for a period of fourteen days after his approval shall have been asked for he shall be deemed to have approved thereof :

- (14) If by reason of the exercise by the Company of any powers granted them under this Act any additional gas mains water mains pipes sewers drains or apparatus or any increased lengths or capacity thereof respectively be rendered necessary the same shall be respectively provided laid and constructed by the corporation at the cost of the Company :
- (15) If by reason of the exercise by the Company of any powers granted to them under this Act the corporation shall at any time incur any additional cost in repairing or altering any gas mains water mains pipes or apparatus or any sewer or drain such additional cost shall be repaid by the Company to the corporation :
- (16) Nothing in this Act shall interfere with the rights or powers of the corporation in relation to the making of new sewers and drains or the laying down of gas or water mains pipes or apparatus :
- (17) All works to be executed by the Company under this section shall be so executed at the cost in all respects of the Company in accordance with plans and sections to be reasonably approved of by the corporation under the hand of the town clerk and under the superintendence and to the reasonable satisfaction of the borough surveyor and the reasonable cost of such superintendence shall be paid by the Company to the corporation Provided that if disapproval of such plans and sections shall not be signified within fourteen days after the same shall have been submitted to the corporation they shall be deemed to have been approved :
- (18) The Company and the corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company for the protection of the corporation and for the execution by the corporation of any such works and the acquisition of land therefor :
- (19) The Company shall where the railway abuts upon the Moss Brook Estate belonging or reputed to belong to the corporation (being the lands numbered 36 39 and 40 on the deposited plans for the borough) construct the railway as near to the railway of the Cheshire Lines Committee as reasonably possible and shall

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acquire and pay for all lands part of the said estate lying to the south of the railway and subject as aforesaid the Company shall take and acquire only such parts of the said Moss Brook Estate as they may actually require for the railway and for the road to be made by the Company as mentioned in the next subsection :

(20) The Company shall prior to the opening of the railway for traffic make metal kerb sewer level and construct for the use and to the reasonable satisfaction of the corporation a road thirty-six feet in width immediately adjoining and on the northwardly side of the railway and communicating with Birchfield Road from the point A to the point B on the map or plan signed by Messrs. Hawkshaw and Dobson for the Company and by H. S. Oppenheim the town clerk (in this section referred to as "the signed plan") The said new road shall have flagged side walks on each side thereof and the Company shall remove the existing lodge gates and re-erect the same at the point C on the signed plan and shall also make from the said point C to the point D on the signed plan a road similar in character to the existing carriage drive to Moss Brook House And further the Company shall upon the request of the corporation and upon the corporation obtaining necessary powers to divert the existing footpath across the said Moss Brook Estate make a footpath four feet wide immediately adjoining and on the northwardly side of the railway between the points B and E upon the signed plan :

(21) The Company shall also immediately after the completion of the works mentioned in the last subsection at their own expense level and restore the surface of the land now forming that part of the present carriage drive to Moss Brook House which lies between Birchfield Road and the point E on the signed plan :

(22) The Company shall carry the existing footpath numbered I on the signed plan over the railway at the point shown on the signed plan by means of a bridge five feet in width with suitable and easy approaches on both sides thereof and shall construct and maintain on each side of the said bridge parapets of such height as the corporation may require not exceeding six feet :

(23) The Company shall not take or acquire or enter upon or in any way interfere with any of the lands belonging or reputed to belong to the corporation and numbered on the said deposited plans 4 in the borough of Widnes and acquired and



held by them for the purpose of erecting thereon a hospital for small pox patients or the approach road thereto until they shall have granted and conveyed to the corporation by way of exchange for the said lands other lands suitable in all respects for the purposes aforesaid and equal in extent and value to the said lands so acquired by the Company and in a situation to be reasonably approved of by the corporation and with proper access thereto and the Company shall pay all costs charges and expenses of the corporation of and incidental to the investigation of the title and conveyance of the land to the corporation :

(24) Twenty-eight days at least before commencing to lay down any electrical lines pipes wires or plant in the borough of Widnes for working the railway by electrical energy the Company shall (unless otherwise agreed with the corporation) give to the corporation notice in writing together with plans and detailed specifications of the proposed works specifying the course nature gauge and capacity of such electrical lines pipes wires or plant and of the amount and nature of the current intended to be sent along the same :

(25) If the corporation within the said period of twenty-eight days represent to the Board of Trade that the said works or the use of electrical power under the provisions of this Act is likely to injuriously affect the electrical tramways (if any) and the wires and apparatus of the corporation or the current therein or any of the water or other mains or pipes or any of the sewers mains or drains of the corporation the Board of Trade may make regulations requiring the Company to use such precaution and to execute such works as the Board of Trade may deem necessary to prevent or abate such injury as the case may be and the Company shall forthwith at their own expense adopt such precaution and execute such works and shall make the railway only in accordance with such regulations :

(26) Any difference which may arise between the Company and the corporation under this section or with reference thereto shall be settled by arbitration in the manner provided by the Arbitration Act 1889.

**33.** In constructing and maintaining the works by this Act authorised and in exercising any of the powers by this Act conferred upon the Company the Company shall unless the mayor aldermen

For protec-  
tion of cor-  
poration of  
Liverpool.

A.D. 1901. — and citizens of the city of Liverpool (in this section called “the corporation”) otherwise consent by writing under their common seal observe perform and fulfil the following provisions stipulations and conditions (viz.):—

(1) Where the railway crosses the Vyrnwy Aqueduct or triple line of pipes of the corporation authorised to be constructed and laid down by them under the powers of the Liverpool Corporation Waterworks Act 1880 in the township (or parish) of Widnes in the county of Lancaster the Company shall construct and maintain a separate walled passage or culvert for each one of the three lines of pipes provided with all necessary manholes drains and means of approach or a girder or other bridge of a span of not less than thirty-three feet the abutments of which shall be so placed as not to interfere with the land on which the corporation have an easement or other right of occupation and of sufficient capacity to enable the same lines of pipes to be examined and repaired or renewed and each such walled passage culvert or bridge shall extend in case the railway at the said crossing is on the same level as the adjoining ground at least from the fence on one side of the railway to the fence on the other side and in case the railway at the said crossing is on embankment or in cutting to a distance of not less than six feet beyond the foot of the embankment or the top of the cutting as the case may be on both sides of the railway and the Company shall if required by the corporation construct in the fences on either side of the railway at the said crossing such gates as may admit of the free exercise by the corporation of the easements rights powers and privileges vested in them for the purpose of the construction and maintenance of their aqueduct and as may give them free access to the said walled passage or walled passages or culvert or culverts or bridge for such purposes and for inspection by walksmen and other officers and workmen of the corporation with the right to cross under the line of railway from gate to gate when and as occasion shall require :

(2) All such works to be executed by the Company as aforesaid shall be executed and at all times hereafter maintained at the expense of the Company and shall be executed under the superintendence and to the reasonable satisfaction of the engineer of the corporation nominated for that purpose and according to plans sections and specifications submitted to



and approved of by such engineer before any such works are commenced : A.D. 1901.

- (3) If by reason of the execution of the works by this Act authorised it shall be found necessary for the corporation to alter the lines or levels of the pipes forming their aqueduct or any of them or any part thereof the Company shall repay to the corporation all the costs and expenses incurred by them in effecting such alterations and incident thereto :
- (4) Nothing in this Act shall affect or prejudice the rights powers and privileges which have been granted to or acquired by the corporation for the purposes of the undertaking authorised by the Liverpool Corporation Waterworks Act 1880 :
- (5) If by reason of the construction maintenance or working of the railway or the failure of any of the works connected therewith the corporation shall sustain any damage or injury the Company shall make full compensation in respect thereof :
- (6) Wherever the railway shall cross under a public road in which the corporation are empowered to lay mains or pipes for the supply of water and at such a depth as to interfere with the laying of such mains or pipes the Company shall in constructing such railway make provision for the future laying of such water mains or pipes to the reasonable satisfaction of the water engineer of the corporation :
- (7) Whenever the mains or water pipes of the corporation shall be severed or interfered with by the works authorised by this Act and whenever in consequence of such works it is necessary for maintaining the supply of water to lay additional mains or water pipes such additional mains or water pipes shall previous to the severance or interference be made by the corporation at the expense of the Company :
- (8) If by reason of the execution of any of the powers of this Act any increased length of mains or water pipes shall become necessary the same shall be laid down by the corporation at the expense of the Company :
- (9) Whenever by the appropriation or destruction of property by this Act authorised any mains or water pipes laid for the supply of such property except pipes inside such property shall be rendered unnecessary the Company shall pay to the corporation the cost of laying an equivalent length of main or water pipe and the cost of the works required for the discontinuation of those mains or water pipes rendered unnecessary :

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and the mains and water pipes so rendered unnecessary shall be the property of the Company :

- (10) Any tunnels constructed by the Company in the city of Liverpool (in this section called "the city") under the provisions of this Act shall be of such strength and durability as is proper and sufficient for the effectual support of any street or roadway under which it passes and shall where any such tunnel is not in hard rock of sufficient strength be constructed with side walls at each side sufficient to secure all buildings now standing or hereafter to be erected over adjoining or near to the tunnel from any damage or any loss of stability and the Company shall at their own expense for ever hereafter so maintain the said tunnels. The Company shall not acquire the soil of any street under which any such tunnel is made but only an easement through so much of the subsoil thereof as is necessary to enable them to make and maintain the tunnel :
- (11) In the construction of so much of the railway as will be situate within the city the Company shall not deviate from the lines and levels shown upon the deposited plans and sections without the consent in writing of the corporation :
- (12) The rails in the tunnels shall be laid and maintained in such manner as shall be found best suited for rendering the working of the railway as free from noise and vibration as possible :
- (13) The Company shall not break up the surface of any street in the city (except such streets as by this Act they are authorised to stop up divert or alter) or construct any works therein or perform any operations which may obstruct or in any way interfere with the traffic along or through such street except with the consent of the corporation and subject to such conditions as they may impose :
- (14) Where the railway crosses over any street in the city it shall be carried over such street by not more than one clear span and such span shall be constructed at a height to leave a clear headway of not less than twenty feet except in the case of Saint James Street and Duncan Street where the headway shall not be less than eighteen feet and except in the case of Stanhope Street where the headway shall not be less than nineteen feet between every part of the upper surface of the street and every part of the underside of such span :
- (15) The said spans shall be constructed and maintained so that the bottom thereof shall be as far as practicable watertight and



the Company shall at their own expense well and sufficiently light and keep lighted the understructure of such spans where the railway crosses any street wherever and whenever considered necessary by the corporation and to its satisfaction:

- (16) The parapets or screens of the said bridges shall be not less than ten feet in height above the formation level of the railway where the railway is carried over a road and shall be not less than ten feet in height above the level of the centre of the roadway where the railway crosses under a road and such parapets or screens shall extend the whole width of the said railway for such a distance not exceeding ten feet on either side thereof as the corporation shall require:
- (17) No part of any bridge of the railway in the city shall be placed so as to project beyond the improved line of any street and the bridges shall be of such description and in accordance with such plans and elevations as shall be reasonably approved by the corporation:
- (18) The design and materials of the elevation (including the roof) of any station or other building or erection erected or rebuilt by the Company fronting to or towards or adjoining any street in the city shall be subject to the reasonable approval of the corporation:
- (19) In connection with the proposed station in School Lane the Company shall widen School Lane co-extensive with the station so as to make it of a width of not less than fifteen yards and the station shall be so set back that a space of not less than ten feet in width shall be left between the improved line of the street and the station for the whole frontage thereof which space shall be dedicated to the public and become part of the street and shall be paved flagged and channelled by the corporation at the expense of the Company Provided always that the Company may erect over such space a colonnade of a design and construction to be approved by the corporation and may erect buildings over such colonnade:
- (20) The Company shall also widen Church Alley so as to make it of a width of not less than fifteen yards and the said street shall be sewered paved flagged and channelled by the corporation at the expense of the Company:
- (21) Before the Company shall stop up or appropriate or obstruct the traffic in any part of Upper Harrington Street or Brassey Street they shall widen Cooper Street and continue it through to Stanhope Street so as to make it of a width of not less than

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twelve yards and shall sewer level pave flag and channel the same to the reasonable satisfaction of the corporation :

- (22) The Company shall construct a subway not less than eight feet in height by eight feet in width on the line of Upper Harrington Street for the full width of the railway works with the requisite approaches thereto and the same shall for ever afterwards be maintained by the Company. The subway and approaches thereto shall be lined with glazed and enamelled bricks of approved colour and shall be lighted and the whole shall be completed in accordance with plans to be reasonably approved by the corporation. The Company shall provide and maintain in the subway for the purposes of effectually lighting the same such electric lights of such power and in such positions as shall be required by the corporation and shall keep the same lighted continuously if called upon during the day and night and shall if required by the corporation provide gates to enable the corporation to keep the subway closed during the night and to exclude the public therefrom :
- (23) The Company shall not without the consent of the corporation under the hand of the town clerk temporarily close any street road passage or public place in the city or construct any works or perform any operations which may obstruct or in any way interfere with the traffic along or through such street road passage or public place :
- (24) Wherever any street passage or public place in the city shall with the consent of the corporation be temporarily diverted or stopped up or obstructed by the Company in constructing the railway then in addition to the specific requirements hereinbefore contained proper accommodation for access to property and any additional accommodation for traffic that may be required shall be previously provided to the satisfaction of the corporation and shall thereafter during such diversion stopping up or obstruction be maintained fenced watched and lighted by the Company to the satisfaction of the corporation at the expense of the Company :
- (25) In the event of the Company requiring for the purpose of constructing the railway or any part thereof (subject to the restrictions in this section contained) to open or in any manner interfere with any portion of the surface of the roadway or footway of any street passage or public place in the city then and in such case the Company shall to the satisfaction of the corporation provide a temporary bridge or roadway equal in



width to not less than one-half of the part or parts of the roadway and footway of such street passage or public place so opened or interfered with and such temporary bridge or roadway shall be constructed and maintained to the satisfaction of the corporation until the said street passage or public place and the footways thereof respectively have been restored to a good and proper state for the safety and convenience of the public :

(26) The flags paving stones or other materials in the streets in the city to be stopped up or interfered with by the Company under the powers of this Act shall remain and be the property of the corporation and if not used for the reconstructed streets may be used or removed by them :

(27) Where the surface of any street road passage or public place in the city not authorised to be stopped up under the provisions of this Act has been interfered with or disturbed by the Company in constructing the railway the Company shall well and sufficiently and to the reasonable satisfaction of the corporation restore the surface so interfered with or disturbed and so much of the surface of any other street road passage or public place adjoining such street as aforesaid as it may be necessary to alter by reason of such interference and shall maintain in efficient repair the said surface for twelve months to the like satisfaction :

(28) Where by reason of the exercise of any of the powers of this Act it becomes in the opinion of the corporation necessary to construct or lay any sewer or drain or to construct or lay additional sewers or drains or any increased length thereof or to make alterations of existing sewers or drains or to alter the level thereof or to construct any manholes airholes or other works or conveniences connected therewith such works shall before the Company interfere with the existing sewers or drains (subject as hereinafter mentioned) be carried out by and at the expense of the Company to the satisfaction of the corporation and in accordance with plans sections and specifications to be approved of by them :

(29) When by reason of the construction of the railway it may be necessary to intercept or interfere with any existing sewer or drain and it is found impracticable to carry out the permanent alterations and reconstructions of such sewer or drain before such interference takes place then the Company may with the consent of the corporation in the meantime intercept or

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interfere with such sewer or drain provided that before so doing they construct at their own expense a temporary sewer or drain to the satisfaction of the corporation of equal capacity to that to be interfered with and the Company shall maintain the same until the permanent works are completed but in carrying out such temporary or permanent work the Company shall in no case stop or interfere with the free flow of the sewage and water :

(30) If by reason of the exercise of any of the powers of this Act any sewers streets or other works of the corporation be absorbed or discontinued and no works in lieu thereof are necessary to be constructed the Company shall pay to the corporation such proportion of the estimated original cost (to be assessed by the city engineer to the corporation) of constructing such works also of any sum expended on their reconstruction or permanent repair as shall then remain as part of the debt upon the original estimated cost of such works :

(31) If at any time hereafter it becomes in the opinion of the corporation necessary to obtain access to any existing or substituted sewer or drain which may in any way have been interfered with by the works of the Company the Company shall when requested by the corporation make and maintain such reasonable access to such sewer or drain as the corporation shall reasonably require and the corporation shall by their officers workmen and servants be at liberty at all reasonable times and so as not in any way to prejudicially interfere with the use and working of the railway to use such means of access for any purpose for which it may be necessary :

(32) The corporation shall not be liable for any damage or injury which may be caused by the bursting overflowing or defects of the sewers drains and water mains and pipes of the corporation which may be laid across or near to any tunnel of the Company unless the same be caused through the negligence of the corporation their contractors or servants :

(33) The corporation shall have power simultaneously with the construction of the railway to construct such manholes on the premises of the Company as may be requisite for the full inspection cleansing and repairing of the sewers passing through the property acquired by them the positions of such manholes to be subject to the reasonable approval of the engineer of the Company :



(34) The corporation shall have power to enter upon the lands of the Company for the purpose of constructing such manholes and such other works as may be required on the line of the sewers affected by the execution of the works under this Act :

(35) The Company shall not construct in any street in the city any temporary ventilating shaft or any other shaft eye-opening or work whatever in connection with the said works except with the consent of the corporation and subject to such conditions as they may impose :

(36) The Company shall as and when required by the corporation in writing under the hand of the town clerk remove any shaft eye-opening or other work which may with the consent of the corporation have been constructed in any street in the city and well and sufficiently to the satisfaction of the corporation restore the surface of such street or public place and maintain in efficient repair the said surface so restored for the period of twelve months to the like satisfaction :

(37) No building shaft or chimney or other work to be used for ventilating purposes shall be commenced by the Company within the city until plans and elevations thereof have been submitted to and approved of by the corporation and the same shall be erected of such height as the corporation may require and in accordance only with plans and elevations that may be so approved :

(38) The corporation their officials and assistants shall from time to time and at all reasonable times during the construction of the authorised works within the city have full power to enter and inspect the progress and condition thereof to see that the provisions of this Act are complied with and the Company shall pay all reasonable costs incurred by the corporation in the supervision of the works during construction :

(39) Whenever by this section any work is required to be done by the Company and at their expense in connection with any sewer drain water main or pipe the Company shall fourteen days at least before commencing such work give the corporation notice in writing of their intention to do such work and if before the expiration of fourteen days the corporation give notice in writing to the Company that the corporation will carry out the work or any portion thereof themselves then the Company shall not commence the work included in such notice but the same shall be carried out by the corporation with all reasonable

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despatch and at the expense of the Company. If such notice to carry out the work is given by the corporation then the Company shall if required by the corporation within fourteen days after receiving notice from the corporation of the amount of their estimate for carrying out such work deposit with the treasurer of the city a sum equal to the amount of such estimate and the corporation shall not be bound to commence such works until such deposit has been made and if the works cost less than the deposit then the balance shall be forthwith returned by the corporation but if such deposit shall be less than the cost then the difference shall be paid by the Company to the city treasurer within fourteen days after being required so to do :

(40) Whenever by this Act it is provided that anything may be done with the consent or approval of the corporation or shall not be done without such consent or approval such consent or approval shall not be unreasonably withheld and may be given subject to such reasonable conditions and provisions as the corporation may think fit to make and the giving of such consent or approval shall not prejudice any right of the corporation except as may be provided thereby or of any other body corporate or person to compensation under the provisions of this Act :

(41) The Company shall not use dynamite gunpowder or any other explosive substance in the construction of any portion of the railway in the city except in such quantities at such times and under such conditions as the corporation may reasonably prescribe and subject to the payment and satisfaction by the Company of all damages costs and expenses to be sustained or incurred by any person or persons by the use of dynamite gunpowder or any other explosive substance :

(42) When by reason of the construction of the railway it becomes in the opinion of the corporation necessary or desirable that any lands of the Company should be fenced off from any street or road in the city fronting adjoining or abutting thereon the Company shall enclose such lands with walls or suitable fencing to the reasonable satisfaction of the corporation :

(43) In any case where any house or other building within the city shall have been wholly or in part demolished by the Company the Company shall to the satisfaction of the corporation build up or repair any adjoining house or other building or any portion of the demolished house or other building so as



to prevent any unsightly appearance by reason of any such demolition :

- (44) If during the execution of the works or at any time afterwards the Company shall with the consent of the corporation wholly close the carriageway of any street or thoroughfare in the city so as to interfere with the traffic therein then they shall be liable to pay compensation to any owner lessee or occupier along the line of the street so closed for any ascertained damage done to his property in such street or to his trade carried on therein :
- (45) For the purpose of this Act any sewer drain gas or water main tube pipe or tramway in the city the construction or alteration of which arises from the making of the railway shall be considered works connected with the construction of the railway :
- (46) The Company shall be responsible for and make good to the corporation all costs losses damages and expenses from time to time occasioned to the corporation in the exercise of any of the powers conferred by this Act by the obstruction of the tramways belonging to them and by any damage to the permanent way equipment rolling stock works or horses and other properties of the corporation held in connection with their tramway undertaking :
- (47) The Company shall not in the city except with the consent of the corporation employ uninsulated returns for the electric current to be used on the railway or employ any method of construction which does not effectually protect the tramways of the corporation or all of the sewers drains water hydraulic gas electric telephone or other main pipes works or apparatus and other undertakings of the corporation from damage or injury by electrolysis or any other means :
- (48) Twenty-eight days at least before commencing to lay down any electrical lines pipes wires or plant in the city for working the railway by electrical energy the Company shall (unless otherwise agreed with the corporation) give to the corporation notice in writing together with plans and detailed specifications of the proposed works specifying the course nature gauge and capacity of such electrical lines pipes wires or plant and of the amount and nature of the current intended to be sent along the same :
- (49) If the corporation within the said period of twenty-eight days represent to the Board of Trade that the said works or

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the use of electrical power under the provisions of this Act is likely to injuriously affect any of the electrical wires and apparatus of the corporation or the current therein or any of the water or other mains or pipes or any of the sewers mains or drains of the corporation the Board of Trade may make regulations requiring the Company to use such precaution and to execute such works as the Board of Trade shall deem necessary to prevent or abate such injury as the case may be and the Company shall forthwith at their own expense adopt such precaution and execute such works and shall make the railway only in accordance with such regulations :

(50) The corporation shall be entitled to make attachments to the underside of any bridge carrying the railway lines of the Company over any street in the city for the purposes of electric lighting or traction such attachments to be in all respects subject to the approval of the Company's engineer and to be temporarily removed at any time when required by him in connection with the maintenance reconstruction or alteration of the bridge :

(51) The Company shall not be entitled to acquire the freehold of Great George Square in the city or any part thereof now the property of the corporation but only a perpetual easement permitting the Company to construct and work the railway on viaduct across the square and twenty-eight days at least before commencing to construct the railway across the square the Company shall give to the corporation a detailed description in writing of the proposed works together with plans and elevations of the same and the Company shall not commence to construct the proposed works unless and until the corporation shall have signified in writing under the hand of the town clerk that the corporation approve of the said works and the Company shall in all respects comply with the requirements and conditions of the corporation with regard to the manner in which they may direct that such works shall be carried out :

(52) The Company shall make to the owners lessees and occupiers of lands and buildings situate in Great George Square in the city full compensation for any injury caused to such lands and buildings by the construction maintenance or working of the railway and for any injury arising from the loss of user of the garden of the said square in consequence of the construction maintenance or working of the railway and the amount of such compensation shall be ascertained and determined in case of



difference in the manner provided by the Lands Clauses Consolidation Act 1845 with reference to the settlement of questions of disputed compensation in respect of lands injuriously affected :

- (53) The Company shall not except by agreement with the corporation be entitled to acquire the freehold of the land belonging to the corporation and situate between Park Street Clive Street Rutter Street and Shelley Street in Toxteth Park but only to acquire a perpetual easement permitting the Company to construct and work the railway in tunnel under such land and in consideration of the corporation granting to the Company such tunnel easement without requiring payment of compensation for the same the Company shall within twelve months from the passing of this Act grant and convey to the corporation free of charge the freehold of the properties numbered 639 640 641 642 and 646 on the deposited plans with vacant possession and shall within the same period pay to the corporation a sum of money equal to the amount which may have been expended by the corporation or for which the corporation may be liable in laying out as a recreation ground the piece of land situate between Llanrwst Street and Shelley Street :

The tunnel between Rutter Street and Park Street shall be constructed in the line and within the limits of deviation shown upon the plan signed by Edward Ralph Pickmere on behalf of the corporation and by Fritz Bernard Behr on behalf of the Company and dated the twenty-fourth April one thousand nine hundred and one :

- (54) Notwithstanding anything which may appear in the deposited plans and sections the Company shall not be entitled to close Saint Michael's Road or Southwood Road within the city but shall leave the levels of such roads unaltered and carry the same over the railway by bridges of such width as the corporation may require :
- (55) The Company shall not affix to or place upon the railway or to or upon any of the buildings and works connected therewith which may be constructed across through or over any lands property or street belonging to the corporation any advertisement or any hoarding or poster or sky sign for displaying advertisements facing any street without the consent of the corporation and then only upon such terms and conditions as shall be specified by the corporation :

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(56) The Company shall pay to the corporation all sanitary and other municipal rates leviable by or payable to the corporation upon the respective assessments of any lands or property in the city shown on the deposited plans or a proportion of such rates respectively from the time such lands or property shall be acquired by the Company until the Company's works are completed and assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down :

(57) If any difference shall arise between the Company and the corporation as to the true intent and meaning of this section or anything to be done or not to be done thereunder or as to the reasonableness or otherwise of any consents or omissions to give consents such difference shall be determined by an arbitrator to be appointed unless otherwise agreed upon on the application of the Company or the corporation by the Board of Trade.

For protec-  
tion of rural  
district  
council of  
Warrington.

**34.** For the protection of the rural district council of Warrington (in this section called "the council") the following provisions shall unless otherwise agreed between the council and the Company have effect (that is to say):—

(1) The bridge to be constructed by the Company in the township of Rixton-with-Glazebrook for carrying Glazebrook Lane over the intended railway shall have a width between the parapets of thirty feet :

(2) In the township of Rixton-with-Glazebrook notwithstanding anything shown on the deposited plans and sections Dam Lane shall not be diverted or the level thereof altered but shall be carried across the railway by a bridge in the present line of the said Dam Lane such bridge to have a width between the abutments of not less than thirty-four feet Moss Lane shall be diverted into Dam Lane as shown on the plans signed by B. S. Newcombe on behalf of the council and by Fritz Bernard Behr on behalf of the Company and such diverted road shall have one gradient from end to end :

The works mentioned in this subsection shall be in substitution of the diversion of Dam Lane and Moss Lane as shown on the deposited plans :



- (3) In the township of Winwick-with-Hulme and Orford the bridge carrying the railway over Orford Lane shall have a span of thirty-six feet:
- (4) In the township of Winwick-with-Hulme and Orford the bridge carrying the railway over the Hall Fields Road shall have a span of thirty-six feet:
- (5) In the township of Great Sankey the bridge carrying the road called Cow Lane over the railway shall have a width of thirty feet between the parapets and provided that the council shall without expense to the Company purchase the necessary land therefor the Company will construct the approaches to such bridge in accordance with the section signed by B. S. Newcombe on behalf of the council and by Fritz Bernard Behr on behalf of the Company and in such case the Company shall make and maintain the roadway for a distance of one hundred and twenty feet from each side of the centre line of the railway but beyond such distance the roadway shall be made and maintained by the council:
- (6) In the township of Great Sankey the Liverpool Road and Woolfalls Lane Bridges shall be of such span as not to reduce the existing width of either of the said roads:
- (7) In the township of Penketh the bridge carrying Stocks Lane over the railway shall have the same width between the parapets as the bridge carrying the same lane over the Cheshire Lines Railway:
- (8) In the township of Penketh the footpath leading from Stocks Lane to Back Lane shall be diverted and carried along the northern fence of the railway between the two lanes and the Company shall construct proper steps at the entrance of such footpath from the road. The said steps shall be thereafter maintained by the Company:
- (9) In the township of Cuerdley the bridge carrying the road called Barrows Green Lane over the railway shall have the same width between the parapets as the Cheshire Lines bridge carrying Barrows Green Lane over the Cheshire Lines Railway:
- (10) All roads necessary to be made by the Company under the foregoing provisions shall be so made to the reasonable satisfaction of the surveyor for the council.

**35.** For the protection of the urban district council of Garston (in this section called "the council") the following provisions shall

For protec-  
tion of urban  
district

A.D. 1901. unless otherwise agreed between the council and the Company have effect (that is to say) :—

council of  
Garston.

- (1) The bridge carrying the railway over Church Road in Garston shall be constructed and maintained at such height as to leave a clear headway of not less than eighteen feet between every part of the present level of the said road and every part of the bridge and with parapets or screens on each side of the railway not less than six feet in height above the formation level of the railway and extending the whole width of the bridge and for a distance of ten feet on each side thereof along the railway and such bridge shall be constructed and maintained so as to prevent as far as possible the dripping of water therefrom :
- (2) Before stopping up James Street the Company shall construct and thereafterwards maintain a sufficient footbridge across the railway in such position as may be approved by the council and shall afford to the public free access at all times over such footbridge :
- (3) All electric wires and gas and water pipes which shall be required to be laid or placed across the line of the railway in Garston may at the option of the council or of any corporation or company supplying under statutory authority electric energy gas or water in the district of Garston be carried over the railway alongside any bridge crossing it and the Company shall without charge give all reasonable facilities for fixing examining repairing and maintaining such wires and pipes respectively :
- (4) The Company shall construct and at all times maintain the following sewers drains and works :—
  - (A) A new circular pipe sewer 18 inches in diameter from the easterly side of the railway where it crosses Dock Road along that road to Saint Mary's Road and along the last-mentioned road to Church Road ;
  - (B) An egg-shaped brick sewer 3 feet 9 inches high by 2 feet 6 inches wide (internal measurement) of 9-inch brickwork in two 4½-inch rings set in Portland cement mortar the inner ring to be of blue Staffordshire bricks such sewer to be constructed on the easterly side of the railway from Salisbury Road to Mersey Road at the same depth and inclination as the existing intercepting sewer in the embankment of the Cheshire Lines Railway and to be connected with the existing main sewer in Mersey Road



by a curved connection at a radius of not less than twenty feet Or alternatively and only if so required by the council in writing before the commencement of the work and in lieu of the egg-shaped brick sewer before mentioned ;

- (c) A similar brick sewer of the descriptions and dimensions aforesaid along the easterly side of the railway from Salisbury Road to Riversdale Road and thence passing under the railway to the western boundary thereof and in the event of the council requiring the alternative brick sewer secondly hereinbefore described the Company shall in addition to constructing and maintaining such alternative sewer pay to the council a sum of money equal to the estimated cost of constructing a sewer of the description dimensions and materials aforesaid down Riversdale Road for a distance of one thousand three hundred and thirty feet and shall also construct and maintain a new 15-inch circular pipe sewer along the eastern side of the railway from Mersey Avenue to the new sewer in Riversdale Road at such depth and inclination as the surveyor of the council shall reasonably require :

Provided always that if prior to the commencement of the said works the council shall require the Company to construct the said brick sewer or any portion thereof of dimensions other than those before-mentioned the Company shall construct the same accordingly provided that the total cost to the Company shall not be increased by any such alteration :

- (5) All kerbs channels and flags removed by the Company from portions of roads in Garston to be closed under the powers of this Act and not required by the Company for roadmaking in Garston shall be delivered by the Company to the council and shall be removed by the council :
- (6) All the said sewers shall be constructed with proper manholes and lamp holes and all existing sewers water-courses and drains (whether public or private) which may be intercepted shall be connected by the Company with the respective new sewers to the reasonable satisfaction of the surveyor of the council and the council shall have power at all times hereafter to make connections with any of the aforesaid sewers for the purpose of receiving and connecting any future new sewers and the Company shall give the council such facilities for the purpose as may be reasonably required :

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(7) All the sewerage works before-mentioned shall be constructed to the reasonable satisfaction of the said surveyor and where not otherwise specified at such depth and inclination as he may reasonably require :

(8) If any difference shall arise between the Company and the council as to the true intent and meaning of this section or anything to be done or not to be done or any moneys to be paid thereunder or as to the reasonableness or otherwise of any estimates of costs requirements notices or consents such difference shall be determined by an arbitrator to be appointed unless otherwise agreed upon on the application of the Company or the council by the Board of Trade.

For protec-  
tion of urban  
district  
council of  
Much  
Woolton.

**36.** For the protection of the urban district council of Much Woolton (in this section called "the council") the following provision shall unless otherwise agreed between the council and the Company have effect (that is to say) :—

At the point where the railway crosses the sewer of the council at or near the brook forming the boundary between the parishes of Speke and Allerton the Company shall construct under the railway an egg-shaped brick culvert of not less inside diameters than three feet by two feet for the purpose of carrying the sewer under the railway and also shall construct at each end of the said culvert a brick-lined manhole in such situations as shall at all times hereafter afford convenient access to the said culvert by the council their servants and officers and the said culvert and manholes shall be constructed to the reasonable satisfaction of the council or their surveyor and shall thereafter be as fully and completely the property of and under the direction jurisdiction and control of the council as is the present existing sewer. Provided always that the council shall at all times so maintain and use the said culvert and manholes that no interference with or injury to the railway or works of the Company shall be caused thereby and in the event of the council failing to maintain the said culvert and manholes in proper and sufficient repair the Company may execute such repairs thereof as they may think proper or necessary and may recover the cost thereof from the council.

For protec-  
tion of Irlam  
Urban  
District  
Council.

**37.** For the protection of the urban district council of Irlam (in this section called "the council") the following provisions shall unless otherwise agreed between the council and the Company be in force and have effect :—



- (1) The public highways in the urban district of Irlam called or known as Fiddlers Lane Silver Street (otherwise Pipers Lane) Cutnook Lane Vicarage Lane off Vicarage Road Moss Lane Astley Road and Moss Road Cadishead shall not be stopped up or diverted but shall be carried over the railway by and at the expense of the Company by means of bridges and such bridges shall where necessary to maintain the present lines of routes of the said highways be skew bridges :
- (2) Where a public highway is carried over the railway by a bridge in accordance with this section the Company shall construct such bridge of a clear width of thirty-six feet measurement on the square with approaches thereto of equal width at a gradient not exceeding one in forty and shall when necessary and whenever required by the council make provision by culverts or otherwise at or near such bridges for the purpose of conveying sewage from the drainage district on each side of the railway and such works shall be constructed at the expense of the Company in accordance with such plans and sections and of such materials as the council may require but if the Company think that the requirements of the council are unreasonable the points in dispute shall be settled by arbitration :
- (3) The council shall have the right at all times to use any culverts when made for the purpose of laying therein sewers drain-pipes water gas and electric mains for their district :
- (4) The parapets of the said bridges shall be carried up to a height of not less than six feet above the formation level of the roadway in each case the roadway of the said bridges shall be paved channelled and kerbed and the approaches thereto shall be securely fenced channelled and kerbed and the roadway thereof shall be coated with six inches of granite macadam on a foundation of twelve inches of hard stone pitching and the footpaths shall be formed of six inches of cinders with a coating of two inches of limestone chippings :
- (5) The Company shall for ever maintain the said bridges approaches and culverts in substantial repair and good order and shall at all times maintain the approaches with a gradient not exceeding one in forty hereinbefore mentioned and shall if necessary for that purpose from time to time extend the length of such approaches to the satisfaction of the council :
- (6) All bridges over any highway in the urban district of Irlam shall be flat steel girder bridges of such description and in

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accordance with such plans and elevations as shall be reasonably approved by the council :

- (7) The Company shall to the reasonable satisfaction of the council make suitable provision for all surface drainage that may be intercepted or otherwise interfered with by the works of the Company :
- (8) The Company shall on the request of the council carry the footpaths known as Balshaws and the footpath off Astley Road and all other existing public footpaths in the said district not otherwise provided for in this section under or above the railway by means of under or over bridges with suitable approaches to the satisfaction of the council of suitable heights and spans or widths not being less than six feet as the council may reasonably require :
- (9) The Company shall at their own costs construct and for ever thereafter maintain in good and substantial repair and condition a bridge not less than eight yards wide to carry the occupation road existing at a point nine miles seven furlongs measured from the commencement of the railway as shown on the deposited plans over the railway and so that the gradients of the approaches of such bridge shall not be steeper than one in forty :
- (10) The provisions herein contained shall not prejudice the rights of the council under the Railways Clauses Consolidation Act 1845 in relation to matters not dealt with by this section and nothing herein contained shall prejudice the right of the council to claim accommodation works and suitable conditions as to the execution of works in their district :
- (11) Every difference arising under out of or in consequence of this section shall be referred to a single arbitrator pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf of the Arbitration Act 1889 or any statutory modification thereof for the time being subsisting.

For protec-  
tion of  
Whiston  
Rural  
District  
Council.

**38.** For the protection of the rural district council of Whiston (in this section referred to as "the council") the following provisions shall unless otherwise agreed between the Company and the council have effect (that is to say):—

- (1) The bridge by which it is proposed to carry the railway over the road known as South Lane numbered 6 on the deposited plans in the parish of Bold shall be constructed with a clear headway throughout the whole width of not less than sixteen



feet above the level of the road and the gradients of the portion of the said road proposed to be lowered shall not on either side be steeper than one in thirty :

- (2) The bridges for carrying the railway over the roads known as Lower Lane and Bailey's Lane numbered respectively 8 and 18 on the deposited plans in the parish of Halewood shall each be constructed with a clear span of not less than thirty-six feet and a headway of sixteen feet :
- (3) In carrying out the proposed diversion of the road known as Leather's Lane numbered 22 on the deposited plans in the parish of Halewood the Company shall construct the new road with a clear width throughout of not less than thirty-six feet from fence to fence and such new road shall be made levelled metalled fenced and drained by the Company to the reasonable satisfaction of the council and according to plans and specifications previously approved by the council and shall be maintained by and at the expense of the Company for a period of three years after the completion thereof :
- (4) In carrying out the proposed diversion of the road known as Wood Lane numbered 22c on the deposited plans in the parish of Halewood the Company shall carry the diverted road under the existing railway by constructing a bridge with a clear span of not less than thirty-six feet and the Company shall be answerable to the council in perpetuity for the due repair and maintenance of such bridge The diverted road in this subsection mentioned shall have throughout a clear width of not less than thirty-six feet from fence to fence and at the angle made by the diverted road immediately to the south of the said bridge the said road shall be widened to forty feet The angle formed at the junction of the diverted road with the existing road shall be eased as far as may be possible within the limits of deviation and the Company shall so construct the diverted road that there shall be a uniform gradient not steeper than one in sixty and such new road shall be made levelled metalled fenced and drained to the reasonable satisfaction of the council and according to plans and specifications previously approved by the council and shall be maintained by and at the expense of the Company for a period of three years after the completion thereof :
- (5) The Company shall carry the footpath at the point 26 miles 48 chains on the deposited plans over the railway by a footbridge of not less than six feet in width :

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- (6) The parapets or screens of all bridges erected by the Company within the district of the council shall be well and substantially constructed to the reasonable satisfaction of the council and shall not be less than six feet in height above the formation level of the railway where the railway is carried over a road and not less than four feet six inches above the level of the centre of the roadway where the railway crosses under a road and such parapets or screens shall extend the whole width of the railway or road as the case may be and for a distance of not less than six feet on either side thereof :
- (7) In every case in which the railway is carried over a public carriage-road within the district of the council the Company shall construct and at all times maintain the bridge carrying the railway over such road so as to prevent as far as is reasonably possible the dripping of water on any part of such road :
- (8) The Company shall not in exercising the powers of this Act shut up or impede the traffic over more than one half of the width of any public road or highway within the district of the council unless they shall first have provided in lieu thereof a temporary road to the satisfaction of the council :
- (9) All public roads and footways within the district of the council altered interfered with or disturbed by the Company shall be levelled metalled fenced and otherwise restored to the reasonable satisfaction of the council and according to plans and specifications previously approved by the council and where such roads or footways pass under the railway the same shall be maintained by and at the expense of the Company for a period of three years after the complete restoration thereof Provided that nothing in this subsection contained shall be deemed to relieve the Company from any obligation to repair and maintain roads or bridges imposed upon them under the provisions of the Railways Clauses Consolidation Act 1845 :
- (10) The Company shall not affix or exhibit or permit to be affixed or exhibited on any piers abutments parapets or screens of bridges authorised by this Act or on any part of the Company's land adjacent thereto within the district of the council except within stations and station approaches any placards or advertisements other than such as relate to the business of the Company :
- (11) The Company shall to the reasonable satisfaction of the council restore all sewers drains hydrants pipes gullies wires and apparatus belonging to the council in the private roads as



well as in the highways and public places within the district of the council which shall be broken up destroyed damaged disturbed or interfered with in execution of the powers of this Act or provide instead thereof proper sewers drains hydrants pipes gullies wires and apparatus and in no case shall the Company divert any sewers drains pipes or wires or alter the levels or gradients of the same without giving twenty-one days' previous notice in writing to the council :

(12) The council may at all times construct and maintain under or across the railway and works of the Company such subways culverts sewers drains pipes wires and apparatus as they may think necessary or desirable without making any payment or compensation to the Company in respect thereof but doing no damage or injury to the railway and the Company shall afford to the council all reasonable facilities of access for the purpose of the construction maintenance examination alteration renewal and repair of such subways culverts sewers drains pipes wires and apparatus :

(13) The Company shall on demand repay to the council any damages penalties costs charges or expenses which the council shall have been required to pay and shall have paid in respect of any injury loss or damage consequent upon or arising from the execution by the Company of any works under the authority of this Act whether such injury loss or damage occurs during or after the construction or in the maintenance alteration or repair of such works :

(14) If any difference arise between the Company and the council touching anything to be done or not to be done or any moneys to be paid or the reasonableness of any consents or requirements to be given or made under the provisions of this section such difference shall unless otherwise agreed between the parties be settled by an engineer to be appointed upon the application of either of the parties by a court of summary jurisdiction.

**39.** For the protection of the trustees for the time being of the will of the Most Noble Francis late Duke of Bridgewater or other the owner or owners for the time being of the estates in the county of Lancaster subject to the trusts of the said will or any part thereof (in this Act respectively referred to as and included in the expression "the Bridgewater trustees") the following provisions

For protection of  
Bridgewater  
trustees.

A.D. 1901. shall unless otherwise agreed upon in writing between the Company and the Bridgewater trustees have effect (that is to say):—

- (1) Any land which may be acquired by the Company from the Bridgewater trustees under the powers of this Act shall be acquired not for a sum of money in gross but in consideration of a perpetual yearly rent-charge to be reserved and made payable to the Bridgewater trustees and charged upon the Company's tolls and rates in the manner provided by section 11 of the Lands Clauses Consolidation Act 1845. The perpetual yearly rentcharge to be reserved as aforesaid shall be a rent equivalent to interest at the rate of four pounds per centum per annum upon the capital value of the land acquired by the Company from the Bridgewater trustees:
- (2) The Bridgewater trustees shall have a right of pre-emption over all lands taken or purchased from them by the Company which can be lawfully sold to them by the Company and which are not required by the Company for the purposes of their undertaking or to enable the Company to comply with the provisions of this Act at such price as failing agreement shall be settled by arbitration in the manner prescribed by the Lands Clauses Act:
- (3) If and when the Bridgewater trustees or any persons authorised by them shall be desirous of constructing a colliery railway or other railway to the Manchester Ship Canal then and in such case it shall be lawful for the Bridgewater trustees and such other persons as aforesaid to construct and maintain such colliery railway or other railway across the railway but without interfering with the proper working of the railway at any point between five miles three furlongs measured from the commencement of the railway as shown on the deposited plans and five miles four furlongs measured from the commencement as aforesaid. Any additional cost or expense which may be incurred by the Bridgewater trustees or any persons authorised by them in constructing or maintaining the aforesaid colliery railway or other railway to the Manchester Ship Canal by reason of its having to cross the railway shall be borne and paid by the Company and in the event of any dispute or difference arising as to the amount of such additional cost or expense the same shall be referred to the sole award and determination of an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers:



(4) The Company shall at their own costs construct and for ever thereafter maintain in good and substantial repair and condition (1) a bridge not less than ten yards wide to carry the road numbered on the deposited plans 184 in the parish of Irlam over the railway and so that the gradients of the approaches of such bridge shall not be steeper than one in forty and (2) a bridge not less than eight yards wide to carry the occupation road existing at a point nine miles seven and one-third furlongs measured from the commencement of the railway as shown on the deposited plans over the railway and so that the gradients of the approaches of such bridge shall not be steeper than one in forty :

(5) The Company shall at their own cost and expense construct and for ever thereafter maintain open drains on each side of the railway from a point nine miles and one furlong measured from the commencement of the railway as shown on the deposited plans to the river Glazebrook and at such depth as will at all times hereafter enable the Bridgewater trustees to drain their adjoining land and the Bridgewater trustees shall at all times hereafter have the right to connect any drains with the open drains to be constructed by the Company as aforesaid:

(6) Any roads giving access to any lands or fields belonging to the Bridgewater trustees which may be interfered with by the construction of the railway shall be diverted by and at the costs of the Company and such diverted roads shall be formed with good road material and so that the gradients of the diverted portions of such roads shall not be steeper than one in forty.

40. For the protection of the Manchester Ship Canal Company (hereinafter referred to as "the canal company") the following provisions shall have effect unless otherwise agreed in writing between the Company and the canal company (that is to say):—

For protec-  
tion of  
Manchester  
Ship Canal  
Company.

(1) The Company shall before interfering with or affecting any land belonging to the canal company purchase the land delineated and edged red upon the plan (marked A) signed for the purpose of identification by Fritz Bernard Behr on behalf of the Company and by William Henry Hunter on behalf of the canal company. The price to be paid by the Company for the purchase of such land shall in default of agreement be settled by arbitration in the manner provided by the Lands Clauses Acts :

(2) The railway extending from Water Street to the river Irwell in Manchester shall be constructed upon iron pillars and girders

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and the railway shall be so constructed as to leave open and unbuilt upon the whole of the land not required for the sites of the aforesaid pillars and so as to leave on the under side of every girder for the whole width thereof a clear headway of thirty-five feet at the least. Not more than ten iron pillars erected in such situations as shall be approved of in writing by the chief engineer of the canal company (hereinafter referred to as "the chief engineer") and having a diameter not exceeding six feet at the base shall be erected upon the land belonging to the canal company extending from Water Street aforesaid to the said river Irwell. The price to be paid by the Company for the land referred to in the first subsection of this section shall be deemed to include and shall include a perpetual right or easement for the Company to construct and maintain the aforesaid iron pillars and to carry the railway in the manner aforesaid over the land and buildings belonging to the canal company extending from Water Street to the river Irwell :

- (3) In constructing and maintaining the railway and works the Company shall not in any way interfere with the Manchester and Salford Junction Canal shown on the aforesaid plan nor with the bye-water tunnel also shown upon such plan without the written consent first obtained of the canal company and then only in such manner as shall be approved by the canal company. The canal company shall for the purpose of maintaining and repairing the aforesaid canal and bye-water tunnel be at liberty from time to time to enter upon the land of the Company doing thereby no unnecessary damage :
- (4) The bridge carrying the railway over the river Irwell shall be constructed and formed in one single span and so as to afford a clear headway over such river of twenty-five feet at every point measured from the ordinary water level of the river :
- (5) The bridges carrying the railway under Mode Wheel Road and Adamson Road both in the county borough of Salford shall be constructed so as to avoid any alteration or interference with the lines or levels of such roads :
- (6) The plan marked B and three sections signed in duplicate by Fritz Bernard Behr on behalf of the Company and by William Henry Hunter on behalf of the canal company being copies of a plan and sections according to which the following streets or



intended continuation of streets namely Vere Street Langworthy Road and New River Road have been or are intended to be made upon the Clowes estate are in this section respectively referred to as "the street plan" and "the street sections":

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(7) The railway shall be constructed in tunnel or cutting so as to pass underneath each of the streets and intended streets mentioned in subsection (6) hereof at such a level as to admit of every such street being carried over the railway by a bridge to be constructed as stated in subsection (8) hereof:

(8) The Company shall contemporaneously with the construction of the railway between the points A and B upon the street plan construct and shall for ever thereafter maintain for the use of the canal company and all persons authorised by them bridges to carry the said streets and intended streets over the railway. Every such bridge shall be made of the clear width between the parapets of not less than the width as shown by the street plan of the street of which it is to form part and shall be sufficient in all respects for the passing of carts carriages locomotives and other vehicles up to the weight of forty tons and every such bridge shall be constructed so as to carry the street of which it forms part over the railway without alteration in the gradient of such street as shown in the street plan and street sections. The parapets of every such bridge shall not be less than five feet in height from the surface of the roadway of the bridge and the roadway of every bridge shall include if required a footway of a proper width:

(9) The centre line of the railway in the borough of Eccles to be constructed upon land now belonging to the canal company or upon land adjacent thereto shall so far as the limits of deviation will admit be moved to the northward. Where the railway crosses the line of any existing railway belonging to the canal company in the said borough of Eccles the railway shall be constructed at such levels in cut and cover and in such manner as to carry the railway underneath the existing railways belonging to the canal company. Where the railway crosses the line of any railway intended to be constructed by the canal company in the said borough of Eccles the railway shall be constructed at such levels in cut and cover and in such manner as will enable the canal company to construct any intended railway over and above the railway. Provided always that the

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canal company shall within three months after the receipt of a notice in writing from the Company requiring the canal company to fix and determine the line of every such intended railway fix and determine the line or lines thereof :

- (10) The Company shall forthwith construct and for ever thereafter maintain at points which in default of agreement shall be settled by arbitration in the manner hereafter mentioned two bridges over the railway in the said borough of Eccles for the purpose of affording access to and from property belonging to the canal company from and to Barton Lane :
- (11) The portion of the railway proposed to be constructed under the site of the diversion of the Bridgewater Canal which forms the present access to the northerly side of the Barton Aqueduct and also the portion of the railway proposed to be constructed under the adjoining site of the old Bridgewater Canal Aqueduct shall be effected and carried out by means of a watertight tunnel which shall be maintained watertight by the Company to the satisfaction of the canal company :
- (12) The railway shall be carried under the road forming the northerly approach to the canal company's Barton Swing Bridge in such a manner as will avoid any interference with the line of the road or any raising of the road beyond the maximum height of one foot :
- (13) The Company shall forthwith construct and for ever thereafter maintain in good repair and condition a road for a means of access to the timber wharf belonging to the canal company in the said borough of Eccles and situated on the northerly side of the Manchester Ship Canal :
- (14) All the works prescribed provided for or referred to in this section and all other works necessary and incident to the construction of the works by this Act authorised or executed under the authority or in pursuance of any of the provisions of this Act and connected with or affecting the canals railways works or property of the canal company (all which works are hereinafter referred to as "the said works") shall be constructed in accordance with the provisions of this section and according to such plans sections and specifications as shall be previously submitted to and reasonably approved in writing by the canal company and the Company shall not commence the construction of the said works until such plans sections and specifications have been so submitted and approved Provided always that if



the canal company shall for the period of three months neglect or refuse to approve such plans sections or specifications or shall disapprove the same then the said works shall be constructed according to plans sections and specifications to be submitted to and approved by an engineer to be agreed upon or in default of agreement to be appointed by the President of the Institution of Civil Engineers at the request of either the Company or the canal company :

- (15) The said works shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the chief engineer and the Company shall pay the reasonable costs and charges incurred by the canal company in or about such superintendence or in or about the inspection or approval of plans sections or specifications as aforesaid and otherwise incidental thereto :
- (16) The said works shall be constructed and executed so as not to obstruct impede or interfere with the free and uninterrupted and safe use of the canals railways sidings and works of the canal company or with the traffic thereon and if any such obstruction impediment or interference shall be caused or take place the Company shall forfeit and pay to the canal company the sum of fifty pounds as ascertained damages for every hour or part of an hour during which such obstruction or interference shall continue in addition to and without prejudice to any remedy the canal company may have by injunction or otherwise :
- (17) During the construction of the said works the Company shall bear and on demand pay to the canal company all reasonable expense of employment by them of a sufficient number of inspectors and watchmen to be appointed by that company for watching their canals railways and other works with reference to and during the execution of the said works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :
- (18) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the canal company all costs damages and expenses which may be occasioned to that company or to any of their canals railways works or property or to the traffic thereon or occasioned by

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reason of the execution or failure of any of the Company's works or of any act operation or omission of the Company or of any persons in their employ or of their contractors and the Company shall effectively indemnify and hold harmless the canal company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :

- (19) Any difference which may arise between the Company and the canal company under this section or with reference thereto shall (unless the settlement thereof is otherwise provided for) be from time to time settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 for the settlement of disputes by arbitration.

For protec-  
tion of  
London and  
North  
Western  
Railway  
Company.

41. The following provisions for the protection of the London and North Western Railway Company (in this section referred to as "the North Western Company") shall apply and have effect :—

- (1) The Company shall construct the railway and works by this Act authorised so far as the same pass over under adjoin or affect the railways lands or works of the North Western Company in such lines within the limits of deviation shown on the deposited plans as shall be approved by Francis Stevenson or other the principal engineer for the time being of the North Western Company (hereinafter called "the said principal engineer") and so as to leave undisturbed at all times the lines of railways and other works connected therewith of the North Western Company and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railways of the North Western Company or either of them or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the North Western Company full compensation in respect thereof:
- (2) The Company shall carry the railway by this Act authorised where the same is intended to cross the undermentioned railways canal and road of the North Western Company by means of wrought iron or steel girder bridges with wrought iron or steel flooring of the clear spans of not less than the following widths measured on the square between the abutments in the case of over bridges and of the following widths measured on the square between the parapets in the case of under bridges The upper surface of the flooring and girders of the under bridges shall be at an uniform level of one



foot six inches at least below the level of the existing rails of the said railways at the respective points of crossing : A.D. 1901.

- (3) The spans and dimensions of the before-mentioned bridges and of the additional spans to provide for future widenings or extensions of the North Western Company's railways shall be as follows :—

Description of Bridge.	Span.	Width.
Bridge over the Liverpool and Manchester Railway near Ordsall Lane.	140 feet with one additional span on the north-east side of 70 feet.	
Bridge over the Weaste Branch Railway and sidings.	54 feet with one additional span on the west side of 54 feet.	
Bridge over the Grand Junction Railway and sidings near Warrington.	140 feet.	
Bridge over the St. Helens Canal near Great Sankey.	To be the full width of the property of the North Western Company at the point of crossing.	
Bridge under the St. Helens Railway near Farnworth.	- - - -	54 feet.
Bridge under the Edge Hill and Garston Railway.	- - - -	80 feet.
Bridge under the Garston Curve.	- - - -	54 feet.
Bridge under Occupation Road in property No. 224 on the deposited plans in the parish of Garston.	- - - -	To be of same width between the parapets as the existing bridge carrying the said road over the railway of the Cheshire Lines Committee.

Each of the said bridges to be constructed in such position as shall be approved by the said principal engineer :

- (4) Each of the bridges hereinbefore provided for over the railways of the North Western Company shall have a clear headway throughout of not less than fourteen feet six inches above the existing upper surface of the rails upon the said

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railways and the bridge over the St. Helens Canal shall have a clear headway throughout of not less than eleven feet six inches above the existing waterway at the respective points of crossing over the said railways and canal and the Company shall for ever maintain the said headways above the level of the said existing rails and waterway :

- (5) If by reason of the construction of the said railway hereby authorised it shall become necessary to add to or alter the signal or signals upon the said railways of the North Western Company the same shall be so added to or altered by the North Western Company and the reasonable expense thereof shall be repaid to that company by the Company :
- (6) The Company shall construct the said portions of railway where the same will pass over and under the railways canal works and property of the North Western Company and all the works both temporary and permanent necessary and incident to the construction thereof so far as they affect the property and works of the North Western Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the said principal engineer and the Company shall not commence the construction of the said portions of railway or enter upon or interfere with any land works or property belonging to or used by the North Western Company until such plans sections and specifications have been so submitted and approved. Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said principal engineer and the engineer of the Company failing to agree or of any difference arising between them then the said portions of railway and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the North Western Company by the President of the Institution of Civil Engineers :
- (7) The said portions of railway and all works necessary or incident to the construction thereof or affecting the property or works of the North Western Company shall be executed by



and in all things at the expense of the Company and under the superintendence and to the satisfaction of the said principal engineer:

- (8) The Company shall not (except with the previous consent of the North Western Company under their common seal) purchase or acquire any lands or property of that company but the Company may purchase and take and the North Western Company shall sell and grant accordingly an easement or right of using so much of the lands of the North Western Company as may be necessary for the construction of the said portions of railway in accordance with the provisions of this section:
- (9) During the construction of the said portions of railway across and adjoining and near to or affecting the railways canal property and works of the North Western Company the Company shall bear and on demand pay to that company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by the North Western Company for watching their railways canal and the works thereof with reference thereto and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise:
- (10) The Company shall at all times maintain the said portions of railway and all the works connected therewith and incident thereto by which the said railways shall be carried over under and adjoining the railways canal works and lands of the North Western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the North Western Company by the Company and in default may be recovered by them from the Company:
- (11) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North

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Western Company all costs losses damages or expenses which may be occasioned to that company or to any of their railways canal works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railway and the works in connection therewith or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the North Western Company from all claims or demands upon or against them by reason of such execution or failure and of such act or omission :

(12) If in the opinion of the North Western Company or in case of difference between them and the Company of an arbitrator to be appointed as hereinafter provided it shall be necessary for the North Western Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the North Western Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation or a fair proportion thereof in case the same minerals shall be required to be left unworked as well for the protection and safety of the railway works or property of the North Western Company as of the said works to be constructed under the powers of this Act and the amount of such costs and expenses or proportion or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as hereinafter provided :

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

(14) The Company and the North Western Company may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed.



42. The following provisions for the protection of the Lancashire and Yorkshire Railway Company (hereinafter referred to as "the Lancashire Company") shall unless with the previous consent of the Lancashire Company in writing under their common seal apply and have effect:—

A.D. 1901.

For protec-  
tion of Lan-  
cashire and  
Yorkshire  
Railway  
Company.

- (1) The Company shall carry the railway over the property of the Lancashire Company numbered on the deposited plans 1a 1b and 2 in the parish of Salford by a bridge the underside of which shall not be at a lower level than that carrying the railway over Princes Bridge and no pier column or abutment shall be placed on such property :
- (2) The railway where it passes under the Ship Canal branch of the Lancashire Company shall notwithstanding anything shown upon the deposited plans and sections be constructed at such levels as will allow of the Lancashire Company at any time hereafter widening the said branch by laying down two additional lines of way on both sides of and at the same level as their existing railway and the bridge or tunnel by which the railway passes under the said branch shall be of such length design and strength as to permit of the laying and use of such additional lines of way :
- (3) The Company shall construct the portions of the said railway where the same will pass over or under the canal and railway of the Lancashire Company and all the works both temporary and permanent necessary and incident to such construction so far as they affect the property and works of the Lancashire Company in accordance with the provisions of this section and according to plans sections and specifications to be previously submitted to and reasonably approved of in writing by the principal engineer of the Lancashire Company and the Company shall not commence the construction of the said works or enter upon or interfere with any lands works or property belonging to or used by the Lancashire Company until such plans sections and specifications have been so submitted and approved Provided always that if the said principal engineer shall for the period of one month after the same shall have been submitted to him neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case the said principal engineer and the engineer of the Company fail to agree or if any difference arise between them the said portions of railway and the said works shall be constructed according to plans sections and specifications to be submitted to and approved

A.D. 1901.

by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the Lancashire Company by the President of the Institution of Civil Engineers :

- (4) The said portions of railway and all works necessary or incident to the construction thereof or affecting the property or works of the Lancashire Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer :
- (5) The Company shall take all possible precautions in the execution of their works to prevent any interference with the free and uninterrupted and safe use in the ordinary manner and at the ordinary rate of speed of any railway or siding or other work belonging to the Lancashire Company :
- (6) During the construction of the railway over under and adjoining and near to or affecting the canal railway property and works of the Lancashire Company the Company shall bear and on demand pay to the Lancashire Company all reasonable expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching their canal railway property and works with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :
- (7) The Company shall at all times maintain the said portions of railway and the bridges and other works connected therewith and incident thereto by which the railway shall be carried over or under or which shall adjoin the canal railway works and lands of the Lancashire Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the Lancashire Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the Lancashire Company by the Company :



(8) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Lancashire Company all costs losses damages and expenses which may be occasioned to that company or to their canal railway works or property or to the traffic thereon or otherwise by reason of the execution or failure of the railway or the works in connection therewith or of any act or default of the Company or their contractors or others and the Company will 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 :

(9) If in the opinion of the Lancashire Company or in case of difference between the Lancashire Company and the Company in the opinion of an arbitrator to be appointed as hereinafter provided it shall be necessary for the Lancashire Company to purchase or pay compensation for any minerals required to be left unworked (a) If left for the protection and safety of any works constructed under the powers of this Act then the Company shall on demand pay to the Lancashire Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation or (b) If left for the protection and safety of the railway works or property of the Lancashire Company as well as of the said works to be constructed under the powers of this Act then the Company shall on demand pay to the Lancashire Company a fair proportion of the costs and expenses incurred by them in relation to any such purchase or payment of compensation all costs and expenses payable by the Company under this section shall in case of difference be determined by arbitration as hereinafter provided :

(10) The Company shall not (except with the previous consent of the Lancashire Company under their common seal) purchase or acquire any of the lands or property of the Lancashire Company numbered on the deposited plans 1a 1b 2 and 412 in the parish of Salford but the Company may purchase and take and the Lancashire Company shall sell and grant accordingly an easement or right of using so much of the lands of the Lancashire Company as may be necessary for the construction of the railway in accordance with the provisions of this section :

(11) If any difference shall arise between the Company and the Lancashire Company or their respective engineers touching

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this section or anything to be done or not to be done thereunder or any money to be paid thereunder such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the Lancashire Company :

- (12) The Company and the Lancashire Company may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed.

For protection of  
Cheshire  
Lines Com-  
mittee.

43. For the protection of the Cheshire Lines Committee (hereafter in this section called "the committee") the following provisions shall unless with the consent of the committee signified under their common seal apply and have effect:—

- (1) The Company shall not without in every case the previous consent of the committee in writing under their common seal enter upon take use or interfere with any land railway station siding or other work belonging to or leased or worked or occupied by the committee except only so far as may be necessary for the purpose of making and maintaining the railway by this Act authorised and the works connected therewith as the same are to be constructed in accordance with this Act :
- (2) With respect to any land of the committee which the Company are by this Act authorised to enter upon use or interfere with for the purposes of their railway or the works connected therewith the Company shall not purchase or take the same but the Company may purchase and take and the committee may and shall sell and grant accordingly so far as their interest in the said lands extends an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :
- (3) With respect to the bridges for carrying the railway by this Act authorised over or under the railway of the committee—
- (A) The bridge to be constructed under the Cheshire Lines Railway for carrying that railway over the railway of the Company at the point 10 miles 58 chains or thereabouts from the commencement of that railway as shown on the deposited plans and sections shall be constructed of a width and otherwise sufficient to carry four lines of railway and shall measure not less than fifty-six feet clear measured upon the square between the parapets ;



- (b) The bridge over the Cheshire Lines Railway shown upon the deposited plans and sections as intended to be constructed at a point 24 miles 20 chains or thereabouts from the commencement of the railway shall be of one clear span of not less than fifty-six feet measured on the square and of a clear height of fifteen feet above the level of the rails and the abutments of the said bridge shall be parallel to the said rails ;
- (c) The bridge to be constructed under the Cheshire Lines Railway for carrying that railway over the railway of the Company at the point 29 miles 53 chains or thereabouts from the commencement of the railway as shown upon the deposited plans and sections shall be constructed of a width sufficient to carry four lines of railway and shall measure not less than fifty-six feet clear measured upon the square between the parapets :
- (4) Where the railway of the Company is shown upon the deposited plans and sections as intended to pass over the Cheshire Lines Railway by a viaduct at a point 33 miles 46 chains or thereabouts from the commencement of the Company's railway the piers of the said viaduct immediately adjacent to the Cheshire Lines Railway tunnel shall be carried down to such level as may be necessary to ensure the safety of the Cheshire Lines Railway tunnel and at no point shall the said piers be at a distance less than ten feet from the outer surface of the wall of the tunnel on the western side and on the eastern side the nearest piers shall be at such a distance from the outer surface of the wall of the tunnel as to allow for the widening of the Cheshire Lines Railway for two additional lines of way by the construction on that side of an additional tunnel or open cutting :
- (5) Notwithstanding anything to the contrary in this Act the Company shall not without the consent of the committee in writing under their common seal construct the railway within such distance of the railway of the committee as shall prevent the committee from at any time hereafter doubling their main line between Liverpool and Manchester Any dispute arising under this subsection shall be determined by arbitration as hereinafter provided :
- (6) Notwithstanding anything contained in this Act or shown on the deposited plans the railway shall subject to the approval of

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the corporation of Liverpool be constructed in the hamlet of St. Michaels on the centre line shown on the plan signed by Robert Elliott Cooper on behalf of the Company and by William George Scott on behalf of the committee and having between the points marked A and B as shown on that plan a radius of forty chains and being initialled F. B. B. and W. G. S. :

- (7) Notwithstanding anything contained in this Act or shown on the deposited plans the railway shall subject to the approval of the corporation of Liverpool be constructed at Otterpool on the centre line shown on the plan signed by Robert Elliott Cooper on behalf of the Company and by William George Scott on behalf of the committee and having between the points marked C and D as shown on that plan a radius of forty chains :
- (8) The Company shall restore make good and thereafter maintain all sewers drains culverts or pipes whether belonging to the committee or to any other body or person which shall be broken up disturbed damaged or interfered with in the execution of the works authorised by this Act or shall provide in lieu thereof proper sewers drains culverts or pipes to the reasonable satisfaction of the chief engineer of the committee :
- (9) All the works prescribed provided for or referred to in this section and all other works necessary and incident to the construction of the same connected with or affecting the railway works or property of the committee (all which works are hereafter in this section referred to as "the said works") shall be constructed in accordance with the provisions of this section and according to plans sections and specifications to be previously submitted to and reasonably approved in writing by the chief engineer of the committee and the Company shall not commence the construction of the said works until such plans sections and specifications have been so submitted and approved Provided always that if the chief engineer of the committee shall for the period of two months neglect or refuse to approve such plans sections or specifications or shall disapprove the same then the said works shall be constructed according to plans sections and specifications to be submitted to and approved by an engineer to be agreed upon or in default of agreement to be appointed by the President of the Institution of Civil Engineers at the request of either the Company or the committee :



(10) The said works shall be executed by and in all things at the expense of the Company and under the inspection and to the reasonable satisfaction of the chief engineer of the committee who as well as his assistants shall for that purpose have free access at all times to the said works and the Company shall pay the reasonable costs and charges incurred by the committee in or about such inspection or in or about the inspection or approval of plans sections or specifications as aforesaid and otherwise incidental thereto :

(11) The said works shall be constructed and executed so as not to obstruct impede or interfere with the free and uninterrupted and safe use of the railways stations sidings and works of the committee or with the traffic thereon and if any such obstruction impediment or interference shall be caused or take place the Company shall forfeit and pay to the committee the sum of ten pounds as ascertained damages for every hour or part of an hour during which such obstruction or interference shall continue in addition to and without prejudice to any remedy the committee may have by injunction or otherwise :

(12) The Company shall bear and on demand pay to the committee the expense of the employment by them during the execution of any work affecting any railway station siding or other work of the committee of a sufficient number of inspectors watchmen and signalmen to be appointed by the committee for watching and signalling the same with reference to and during the execution of any such work and for preventing as far as may be all interference obstruction danger and accident to the Cheshire Lines Railway from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise and the Company shall indemnify the committee against all claims by or in respect of the death of or injury to such inspectors watchmen or signalmen under the Workmen's Compensation Act or the Employers' Liability Act :

(13) If by reason of the construction or working of the railway and works by this Act authorised it shall become necessary to add to or alter the signal or signals and electrical appliances upon the railway of the committee the same shall be so added to and altered by the committee and the reasonable expense thereof including any additional cost of maintenance which they may be put to by reason or in consequence thereof to be

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certified by their chief engineer shall be repaid to them by the Company :

(14) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway station siding or other work of the committee shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the committee may make good the same and recover the expense thereof against the Company :

(15) The Company shall at all times maintain the bridges arches openings or other works by which the railway is carried under or over the railway sidings or other works of the committee in substantial repair and good order and condition to the reasonable satisfaction in all respects of the chief engineer of the committee and if and whenever the Company fail so to do the committee may make and do in and upon as well the lands of the Company as their own lands all such works and things as the committee reasonably think requisite in that behalf and the sum from time to time certified by their chief engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company :

(16) If in the opinion of the committee or (in case of difference between them and the Company) if in the opinion of an arbitrator to be appointed as hereinafter provided it shall be necessary for the committee to purchase or pay compensation for any additional minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the committee all costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as hereinafter provided :

(17) If the committee shall for the purpose of forming branches or sidings to any existing or intended collieries works manufactories or other adjacent property at any time hereafter be desirous of constructing bridges and inclined approaches thereto



under or over the Company's railway the Company shall afford to the committee all reasonable and proper facilities for the construction of such bridges and approaches including an easement free of charge over such portions of the lands of the Company as may be necessary for the purpose according to plans to be agreed between the chief engineers of the Company and the committee or in case of difference to be determined by arbitration as hereinafter provided subject always to the condition that such branches or sidings in no way interfere with the construction or working of the Company's railway :

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If in consequence of the construction of the railway the committee shall be put to greater expense in and about the construction of such branches and sidings than they would have been put to if the railway had not been constructed the Company shall pay to the committee the reasonable additional expense so caused as aforesaid and any difference between the Company and the committee as to the amount of such additional expense or as to the mode of construction of such branches or sidings shall be determined by arbitration as hereinafter provided :

Provided always that the committee shall not be entitled to make any claim under this subsection if the centre line of the railway is more than sixty yards from the centre line of the committee's railway at the point where such branch or siding crosses the railway :

(18) Whenever the committee shall be desirous of providing access from the lands of the committee on the south-western side of their Garston and Liverpool line to any road now existing or hereafter to be formed for the purpose of establishing communication between the Aigburth Road and the lands of the committee lying between the Cheshire Lines Railway and the river Mersey the committee shall be at liberty to construct such bridges over the railway of the Company as may be necessary for the purpose in such positions and at such levels as may be agreed between the Company and the committee or failing agreement as shall be settled by arbitration The cost of constructing such bridges so far as the same will be situate over or under the railway or land of the Company shall be borne by the Company and shall on demand be repaid by the Company to the committee And the said bridges so far as they will be situate over or under the railway or upon lands

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of the Company shall belong to the Company and shall be by them maintained in good order and repair:

(19) If at any future time the committee raise or alter the level of their lands situate on the north-western side of their Garston and Liverpool line adjoining the embankment of the Company's railway they may also raise and fill up at their own expense the slopes of the said embankment to the same level as that to which the said adjoining lands are raised Provided always that in the execution of any works done in the pursuance of this subsection the committee shall do nothing which shall in anywise interfere with the working of the railway or the safety of the works in connection therewith:

(20) If any difference arise between the Company and the committee or their respective engineers as to the true intent and meaning of this section or the mode of giving effect thereto or as to anything to be done or not to be done under the provisions of this section or as to the reasonableness of the plans sections and specifications notices requirements claims or payments hereinbefore provided for such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party.

For further  
protection of  
Cheshire  
Lines  
Committee  
and London  
and North  
Western  
Railway  
Company.

44. For the further protection of the Cheshire Lines Committee and the London and North Western Railway Company the following provisions shall unless otherwise agreed between the Company and the Cheshire Lines Committee and the London and North Western Railway Company apply and have effect:—

(1) In constructing their railway where the same is shown on the deposited plans as intended to pass through the lands numbered 58 and 59 on the said plans in the township or extra-parochial place of Toxteth Park within the city of Liverpool and belonging or reputed to belong to the Cheshire Lines Committee and the London and North Western Railway Company the Company shall not take any greater portion of the said lands than is required for the construction of the railway:

(2) The Company shall construct so much of the railway and works as will extend through the said lands upon embankment or in cutting so that the formation level thereof shall not be lower than that shown on the deposited sections:



(3) If at any future time the Cheshire Lines Committee and the London and North Western Railway Company or either of them shall raise or alter the level of any of the said lands where the same adjoin the embankment of the Company's railway they may also raise and fill up at their own expense the slopes of the said embankment to the same level as that to which the said adjoining lands are raised. Provided always that in the execution of any works done in pursuance of this subsection the Cheshire Lines Committee and the London and North Western Railway Company (as the case may be) shall do nothing which shall in any wise interfere with the working of the railway or the safety of the works in connection therewith:

(4) Whenever the Cheshire Lines Committee and the London and North Western Railway Company or either of them shall be desirous of providing access from the lands belonging or reputed to belong to the Cheshire Lines Committee and the London and North Western Railway Company on the southwestern side of the Cheshire Lines Railway to the lands numbered 58 and 59 on the said plan and of making communications from the Aigburth Road to the river Mersey the Cheshire Lines Committee and the London and North Western Railway Company or one of them (as the case may be) shall be at liberty to construct such bridges over the railway of the Company as may be necessary for the purpose in such positions and at such levels as may be agreed between the Company on the one hand and the Cheshire Lines Committee and the London and North Western Railway Company or one of them (as the case may be) on the other hand or failing agreement as shall be settled by arbitration. The cost of constructing such bridges so far as the same will be situate over the railway or land of the Company shall be borne by the Company and shall on demand be repaid by the Company to the Cheshire Lines Committee and the London and North Western Railway Company or one of them (as the case may be) and the said bridges so far as they will be situate upon or over the railway or lands of the Company shall belong to the Company and shall be maintained by them in good order and repair.

45. The following provisions for the protection and benefit of the Liverpool Overhead Railway Company and of the Liverpool Overhead Railway (in this section referred to as the "Overhead Railway Company" and "Overhead Railway" respectively) shall

For protection of Liverpool Overhead Railway Company.

A.D. 1901. unless otherwise agreed in writing between the Company and the Overhead Railway Company apply and have effect (that is to say) :—

- (1) For the purpose of carrying the railway across the Overhead Railway the Company shall open out the tunnel in which the Overhead Railway is placed for a distance of twenty feet on each side of the centre line of the railway at the point of crossing and for a distance of at least twenty feet on each side of the centre line of the Overhead Railway at the said point of crossing and shall properly face with tunnel faces of brick or stone (such tunnel faces to be parallel to the centre line of the railway) the sides and ends of such opening to the reasonable satisfaction of the engineer of the Overhead Company :
- (2) The Company shall carry the railway over the Overhead Railway by means of a wrought iron or steel girder bridge such bridge to be of the full width of the Overhead Railway at the point of crossing and to have a headway of not less than fourteen feet six inches throughout measured from the surface of the rails of the Overhead Railway to the under side of every portion of the girders and structure of the bridge :
- (3) The said bridge and opening and all works affecting the Overhead Railway shall be constructed only in accordance with plans and sections to be previously submitted to and reasonably approved of by the engineer of the Overhead Railway Company and so as to keep open at all times the Overhead Railway :
- (4) In constructing the railway the Company shall not where the railway crosses the Overhead Railway deviate from the centre line shown on the deposited plans or downwards from the level shown on the deposited sections :
- (5) If at any time hereafter the Overhead Railway Company shall widen or double the Overhead Railway the Company will on demand pay to the Overhead Railway Company any reasonable additional costs and expenses which they shall be put to by reason or in consequence of the construction and maintenance of the railway over the Overhead Railway or any doubling or widening of the Overhead Railway :
- (6) If it shall at any time reasonably appear to the engineer of the Overhead Railway Company that any further or other works or appliances are required to prevent injury happening to the Overhead Railway or the tunnel in which it is placed or any doubling or widening thereof or the traffic thereof owing to or in consequence of the railway being carried over the



Overhead Railway the Company shall immediately on being thereunto required in writing under the hand of such engineer make and execute the same at their expense :

- (7) During the construction of the railway over or near the Overhead Railway the Company shall bear and on demand pay to the Overhead Railway Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their railway with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations of the Company or from the acts or defaults of the contractors or of any person or persons in their employment or otherwise :
- (8) The Company shall at all times maintain the bridge and other works by which the railway shall be carried over the Overhead Railway in substantial repair and good order to the reasonable satisfaction in all respects of the engineer of the Overhead Railway Company and if and whenever the Company fail so to do the Overhead Railway Company may make or do in and upon as well the lands of the Company as their own lands 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 Overhead Railway Company by the Company :
- (9) In constructing repairing maintaining and working the railway the Company shall not in any way obstruct impede or interfere with the free and uninterrupted and safe use of the Overhead Railway or with the traffic thereof and if any such obstruction impediment or interference shall be caused or take place the Company shall pay to the Overhead Railway Company the sum of fifty pounds as ascertained damages for every hour (or part of an hour) during which any such obstruction or interference shall continue in addition to and without prejudice to any remedy the Overhead Railway Company may have by injunction or otherwise :
- (10) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Overhead Railway Company all costs losses damages and expenses from time to time occasioned to the Overhead Railway or to any of the other works and property of that company or to the traffic on the Overhead Railway or to any company or person using

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the same by reason of the execution or failure of the works by this Act authorised or by any act or omission of the Company or of any of the persons in their employ or of the contractors or others and the Company shall effectually indemnify and hold harmless the Overhead Railway Company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission as aforesaid :

- (11) The Company shall not take use or interfere with any land easement or property of the Overhead Railway Company except that the Company may purchase and take and the Overhead Railway Company may and shall sell and grant accordingly an easement or right of using so much of the lands or easement of the Overhead Railway Company for the construction and working of the railway over and affecting the Overhead Railway Company in accordance with the provisions of this section The amount to be paid for the acquisition of such right or easement shall be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :
- (12) The Company shall so devise and construct their electric circuits and other works of all descriptions in connection therewith and shall so work their railway in all respects as to prevent any injurious interference by induction or otherwise with the electric currents from time to time used on the Overhead Railway :
- (13) The Company shall not construct any passenger goods or other station within eight hundred yards on either side of the bridge for carrying the railway over the Overhead Railway :
- (14) If at any time hereafter the Overhead Railway Company shall apply to Parliament for power to construct a branch railway south of the bridge carrying the railway over the Overhead Railway the Company shall not oppose such application Provided always that such branch railway in no way interferes with the construction or working of the railway :
- (15) If any difference shall arise between the Company and the Overhead Railway Company or their respective engineers as to the reasonableness of the plans and sections notices requirements or payments hereinbefore provided for such difference shall be settled and determined by an arbitrator to be agreed upon between the said companies or in case of difference to be appointed on the application of either Company by the President of the Institution of Civil Engineers.



46. For the protection of the Great Central Railway Company and the Wigan Junction Railway Company (hereinafter called "the railway companies") the following provisions shall unless otherwise agreed between the Company and the railway companies have effect (that is to say):—

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For protec-  
tion of Great  
Central and  
Wigan Junc-  
tion Railway  
Companies.

- (1) The Company shall not without in every case the previous consent of the railway companies under their respective common seals take use enter upon or interfere with any lands railways sidings or other works from time to time belonging to or worked by the railway companies except only so far as shall be necessary for the purpose of making and maintaining the railway as the same is according to this Act to be constructed:
- (2) With respect to any land of the railway companies which the Company are by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the railway companies may and shall grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same:
- (3) The crossing of the railway under the railway of the railway companies shall be effected at such points within the limits of deviation shown on the deposited plans and in such manner and according to such mode of construction as shall be reasonably approved of by the engineer of the railway companies or in case of difference as shall be determined by arbitration as hereinafter provided Provided always that if the said engineer shall for the period of one month neglect to approve or disapprove any plans sections or specifications submitted for his approval the same shall be taken as approved:
- (4) The railway shall be carried underneath the railway companies' railway and property by means of an underbridge having a width of fifty-six feet between the parapets thereof measured on the square across the railway companies' railway:
- (5) The Company shall take all possible precautions in the execution of their works to prevent any interference with the free and uninterrupted and safe use in the ordinary manner and at the ordinary rate of speed of any railway siding or other work belonging to the railway companies:
- (6) The Company shall bear and on demand pay to the railway companies the expense of the employment by them during the execution of any work affecting any railway siding or other work of the railway companies of a sufficient number of

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inspectors watchmen and signalmen to be appointed by the railway companies for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise and if by reason of the construction or working of the railway and works by this Act authorised it shall become necessary to add to or alter the signal or signals and electrical appliances upon the railway of the railway companies the same shall be so added to and altered by the railway companies and the reasonable expense thereof including any additional cost of maintenance which the railway companies may be put to by reason or in consequence thereof to be certified by the engineer shall be repaid to them by the Company :

- (7) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding or other work of the railway companies shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the railway companies may make good the same and recover the expense thereof against the Company and if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the railway companies by reason of any of the matters or causes aforesaid the Company shall pay to the railway companies all costs and expenses to which they may be put as well as full compensation :
- (8) The Company shall at all times maintain the bridges arches openings or other works by which the railway is carried under the railway sidings or other works of the railway companies in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the railway companies and if and whenever the Company fail so to do the railway companies may make and do in and upon as well the lands of the Company as their own lands all such works and things as the railway companies reasonably think requisite in that behalf and the sum from time to time certified by their



engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company : A.D. 1901.

(9) If in the opinion of the railway companies or (in case of difference between them and the Company) if in the opinion of an arbitrator to be appointed as hereinafter provided it shall be necessary for the railway companies to purchase or pay compensation for any additional minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the railway companies all costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional cost and expenses shall in case of difference be determined by arbitration as hereinafter provided :

(10) If the railway companies shall at any time hereafter be desirous for the purpose of forming branches or sidings to any existing or intended collieries works or manufactories of constructing bridges under or over the railway the Company shall afford to the railway companies all reasonable and proper facilities for the construction of such bridges according to plans to be agreed between the principal engineers of the Company and the railway companies or in case of difference to be determined by arbitration as hereinafter provided :

(11) If any difference arise between the respective engineers of the Company and the railway companies as to the true intent and meaning of this enactment or the mode of giving effect thereto or as to anything to be done or not to be done under the provisions of this section or as to the reasonableness of the plans sections and specifications notices requirements claims or payments hereinbefore provided for such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party.

47. The following provisions for the protection of the Liverpool United Gas Light Company (hereinafter called "the Liverpool Gas Company") shall be observed and have effect :— For protection of  
Liverpool  
United Gas  
Light  
Company.

(1) Before removing or displacing any main pipe plug or other work of the Liverpool Gas Company or doing anything which may cause any impediment to the passage of gas through any

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of the said mains or pipes the Company shall at their own expense in all things provide and lay in lieu thereof and ready for use good and sufficient mains pipes plugs and other works proper and sufficient for continuing the supply of gas as sufficiently and satisfactorily as the same was supplied by the mains or pipes proposed to be removed or displaced and all such mains pipes and other works shall be laid and done under the superintendence and control and to the reasonable satisfaction of the Liverpool Gas Company's engineer and in such places position and manner in all respects as he shall reasonably require and approve and all such substituted mains pipes and other works shall belong to and be and become the absolute property of the Liverpool Gas Company and the engineer and other officers servants and workmen of the Liverpool Gas Company shall at all times have and be entitled to free access to such of the said mains pipes and other works as may be on the premises of the Company for the purpose of examining repairing altering or removing the same or for any other lawful purpose :

- (2) The Company shall make good all damage which may be done to any mains pipes works or other property of the Liverpool Gas Company and shall save them harmless from all expenses loss or damage to be occasioned by or by reason of the works authorised by this Act and shall make full compensation to the Liverpool Gas Company and to all other persons for any loss or damage which they respectively may sustain by reason of any interference with or disturbance of the said mains pipes or other works or with the private service pipes of any person or persons supplied with gas by the Liverpool Gas Company :
- (3) The Company shall not remove or interfere with any main pipe or other work of the Liverpool Gas Company until they shall have given to the last-mentioned Company's engineer fourteen days' previous notice in writing of their intention so to do specifying all necessary particulars relating thereto nor until the Liverpool Gas Company shall have signified their approval of the same unless they do not signify such approval or their disapproval or other directions within fourteen days after the service of the said notice and particulars and the Company shall comply with and conform to all reasonable requirements directions and regulations of the Liverpool Gas Company in the execution of the said works and shall provide in such manner as the Liverpool Gas Company shall reasonably



require for the protection of and prevention of injury or  
impediment to the mains pipes and other works of the Liverpool  
Gas Company. A.D. 1901.

48. For the protection of George Dixon of Astle in the  
county of Chester and Thomas Dewhurst Lingard of the city of  
Manchester trustees of the Right Honourable Wilbraham Earl  
Egerton of Tatton (in this section called "the trustees" and "the  
earl" respectively) the following provisions shall unless otherwise  
agreed between the trustees and the earl and the Company be  
observed and have effect (that is to say) :—

For protec-  
tion of Earl  
Egerton of  
Tatton.

(1) In every case in which the Company shall take or take an  
easement in any land which is subject to or charged with any  
chief or ground rent payable to the trustees or the earl the  
Company shall purchase and pay for the chief or ground rent  
or the apportioned part thereof so charged upon such land :

(2) In every case in which the Company shall take or take an  
easement in part only of the lands which are subject to or  
charged with any chief or ground rent payable to the trustees  
or the earl and the apportionment of such chief or ground rent  
would if made leave the apportioned part thereof remaining  
payable to the trustees or the earl a less annual sum than  
twenty pounds then and in every such case the Company shall  
purchase and pay for the whole of such chief or ground rent :

(3) The Company shall not without the consent of the trustees  
and the earl close or stop up any of the now existing streets  
between Broadway and Oldfield Road and shown on the  
deposited plans referred to in this Act except for temporary  
purposes during the construction of their works :

(4) The Company shall not make Broadway or Oldfield Road  
aforesaid or any street lying between Broadway and Oldfield  
Road or any portion or portions thereof narrower than such  
streets respectively now are and the levels of all such streets  
shall remain unaltered and as they now are :

(5) The Company shall if required so to do by the trustees or  
the earl purchase a certain chief or ground rent of eighty-  
four pounds per annum payable to the trustees or the earl  
and issuing out of certain lands shown on the said deposited  
plans adjoining West Worsley Road Robert Hall Street and  
Trafford Road :

(6) In every case where any chief or ground rent or any portion  
of any chief or ground rent shall be purchased by the Company  
all the covenants (except the covenants for the payment of

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such rent and for erection of buildings to secure such payment) and provisions on the part of the purchaser contained in the conveyance creating such rent shall be preserved and remain in force and provisions for carrying out this intention shall be inserted in every conveyance to the Company but nothing herein contained shall prevent the Company from using such land for railway purposes :

- (7) If the Company shall take or take an easement in any portion of the land in the borough of Salford numbered 191A on the said deposited plans then the Company shall purchase the whole or such part as the trustees and the earl shall desire of so much of such land numbered 191A as aforesaid as belongs to or is the property of the trustees or the earl :
- (8) The Company shall not enter upon or take possession of any part of the said land numbered 191A as aforesaid or of any part of the lands and premises out of which such chief or ground rents payable to the trustees or the earl as aforesaid now issue until they shall have paid such a sum as may be agreed upon on account of the purchase moneys for the chief rents into a joint account of the Company and the trustees or the earl in some bank to be approved of by the trustees or the earl and failing such agreement the amount to be paid shall be settled by the Board of Trade :
- (9) The price to be paid by the Company for the land numbered 191A or any part thereof and for any chief or ground rent or any apportioned chief or ground rent to be purchased as aforesaid shall failing agreement be settled by arbitration in the manner provided by the Lands Clauses Consolidation Act 1845 for settling and determining disputed compensation :
- (10) The taking and purchasing of the said land numbered 191A or any part thereof and of the said chief or ground rents shall notwithstanding this section be considered as a purchase under the provisions of the Lands Clauses Consolidation Act 1845 aforesaid and all the provisions of the same Act except so far as the same are expressly varied by this section shall apply to the subject matter hereof.

For protec-  
tion of  
Earl of  
Sefton.

49. For the protection of the Right Honourable Charles William Hylton Earl of Sefton or other the owner for the time being of the estate of the said earl in the township of Tarbock (in this section called "the said earl") the following provisions shall



unless otherwise agreed between the said earl and the Company A.D. 1901.  
have effect (that is to say) :—

- (1) The Company shall at their own cost construct a bridge to carry the railway over the road leading to Springfield Farm upon the estate of the said earl and numbered on the deposited plans 2 in the parish of Tarbock. Such bridge shall have a clear width on the square between the abutments of not less than 24 feet and a headway of not less than 15 feet. The level of the said road shall be unaltered :
- (2) For the purpose of affording communication between the lands of the said earl on the north and south sides of the railway the Company shall at their own cost construct two bridges under the railway at such points between the points marked 24 miles 6 furlongs and 25 miles 2 furlongs upon the deposited plans as may before the commencement of construction of the railway be determined by the agent of the said earl. Each of such bridges shall have a clear span on the square between the abutments and a headway of not less than the span and headway of the corresponding bridge now existing under the Cheshire Lines Railway and the roads thereunder shall be hard roads constructed and effectually drained to the reasonable satisfaction of the agent of the said earl.

**50.** For the protection of the Right Honourable Frederick Arthur Earl of Derby or other the owner for the time being of the estate of the said earl in the township of Halewood (in this section called "the said earl") the following provisions shall unless otherwise agreed between the said earl and the Company have effect (that is to say) :--

For protec-  
tion of Earl  
of Derby.

- (1) The Company shall at their own cost construct upon the portion of the estate of the said earl numbered 30A on the deposited plans a bridge to carry the railway under the road leading from Yew Tree House. Such bridge shall have a clear width on the square between the abutments of fourteen feet. The level of the said road shall be unaltered :
- (2) For the purpose of affording communication between the lands of the said earl on the north and south sides of the railway in connection with the existing bridges under the Cheshire Lines Railway the Company shall at their own cost construct on the portions of the estate of the said earl numbered on the deposited plans 9A and 16 two bridges the precise situations whereof shall be fixed by the agent of the said earl. Each of such bridges shall have a clear width on the square of

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not less than the corresponding bridge under the Cheshire Lines Railway and a headway of eighteen feet if it is possible to obtain the same without altering the level of the railway as shown on the deposited sections but in no case is the headway to be less than sixteen feet and the roads under such bridges shall be hard roads constructed and effectually drained by the Company at their own cost to the satisfaction of the agent of the said earl:

- (3) In constructing the bridge to be constructed under this provision between Baileys Lane and Lower Lane the space between the railway and the railway of the Cheshire Lines Committee shall not be built over but an opening shall be left for light and ventilation between the two railways:
- (4) The diversions of Wood Road and Leather Lane shown on the deposited plans and sections shall each be not less than thirty-six feet wide.

For protec-  
tion of Lord  
Lilford.

**51.** For the protection of the Right Honourable John Baron Lilford or other the owner for the time being of his Bewsey Estate in the parishes of Warrington Great Sankey Burtonwood and Winwick in the county of Lancaster (in this section called "Lord Lilford") the following provisions shall unless otherwise agreed between Lord Lilford and the Company have effect (that is to say):—

- (1) The Company shall at their own cost construct and thenceforth maintain the following accommodation works namely:—

Distance or Point on the Deposited Plans.	Nature of Work.
16 miles 35 chains	An underbridge in Dallam New Road 40 feet wide with a clear headway of not less than 17 feet The level of Dallam New Road to be unaltered.
16 miles 48 chains	An underbridge 30 feet wide with a clear headway of not less than 15 feet with approaches not steeper than 1 in 30.
16 miles 67 chains	An overbridge in Lodge Lane 40 feet wide with approaches in the present line of Lodge Lane not steeper than 1 in 30 and with four side approaches (not steeper than 1 in 30) from Lodge Lane as raised to the adjoining lands---namely two south of the intended railway (each 40 feet wide) on either side of Lodge Lane in the line of the intended street running along the north side of Tower House and two north of the intended railway (each 18 feet wide) at points to be agreed on between the Company and Lord Lilford or his agent.
17 miles - -	An underbridge near Sankey Brook 36 feet wide with all available headway and with suitable approaches The approach on the north side of the railway to be carried to Lodge Lane.



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Distance or Point on the Deposited Plans.	Nature of Work.
17 miles 3 chains	An underbridge between Sankey Brook and the Saint Helens Canal 20 feet wide with all available headway and with suitable approaches.
17 miles 7 chains	An underbridge near the Saint Helens Canal 36 feet wide with all available headway and with suitable approaches preserving Lord Lilford's access through the bridge under the Cheshire Lines Railway west of the canal.
17 miles 33 chains	The occupation road numbered 7 (Great Sankey) on the deposited plans to be diverted over the skew bridge hereinafter mentioned and carried therefrom in a straight line to the road leading from Bewsey Cottages to Bewsey Farm.
17 miles 33 chains	A skew overbridge 36 feet wide to be capable of carrying railway traffic with approaches not steeper than 1 in 30.
17 miles 58 chains	An overbridge in Cow Lane 30 feet wide with approaches not steeper than 1 in 30.
18 miles 1 chain	An overbridge 24 feet wide with approaches not steeper than 1 in 30.

- (2) The roadways of all the said bridges and approaches shall be ballasted twelve inches thick and shall be properly fenced and macadamed and the sides of all overbridges and approaches thereto shall be fenced with solid fences six feet high :
- (3) No spoil banks shall be made on land to be purchased from Lord Lilford without the previous consent in writing of Lord Lilford or his agent :
- (4) All the above mentioned works shall be executed by the Company to the reasonable satisfaction of Lord Lilford and the Company will pay the reasonable costs incurred by the surveyor to the Bewsey Estate in overlooking the works during construction :
- (5) Notwithstanding anything contained in this Act or shown on the deposited plans the northerly limit of deviation of the railway between the points marked 16 miles 7 furlongs and 17 miles 1 furlong on the said plans shall not at any point extend from the centre line of the railway as shown on the said plans beyond a distance of 4 chains :
- (6) Notwithstanding the provisions of the section of this Act of which the marginal note is "Power to retain sell &c. lands" any land purchased by the Company from Lord Lilford and not required for the actual purposes of the undertaking shall be

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offered by the Company to Lord Lilford before the Company shall be at liberty to sell or otherwise dispose thereof and Lord Lilford shall be at liberty to repurchase the whole or any part or parts of such land at a price to be agreed upon or in default of agreement to be determined by arbitration in the mode hereinafter provided :

- (7) Any dispute or difference which may arise between Lord Lilford and the Company with reference to the provisions of this section or the works to be carried out in pursuance thereof shall be determined by a sole arbitrator to be appointed by the said parties or in case of difference to be appointed by the President of the Surveyors' Institution on the written application of Lord Lilford and the Company or either of them.

For protec-  
tion of  
Robert  
Ireland  
Blackburne.

**52.** The following provisions for the protection of Robert Ireland Blackburne or other the owner or owners for the time being of the Blackburne estates situate in Warrington and Halewood all of whom are included under the name of Robert Ireland Blackburne when used in this section shall apply unless otherwise agreed on in writing between Robert Ireland Blackburne and the Company (that is to say) :—

- (1) The Company shall for the purpose of carrying the railway over certain intended roads construct or provide in such positions as Robert Ireland Blackburne shall select between the points marked 15 miles 2 furlongs and 15 miles 7 furlongs on the deposited plans three bridges two of such bridges being of not less than thirty-six feet span and one bridge being of not less than forty feet span measured on the square and having such clear headway throughout the whole width of the roadway as the Company can reasonably give but not less than sixteen feet :
- (2) The parapets of the bridges shall be carried up to a height of not less than six feet above the formation level of the railway in each case :
- (3) Where the railway intersects the lands of the said Robert Ireland Blackburne in the parish of Halewood the Company shall construct the railway so that the northern boundary of the railway and works of the Company shall be within a distance of not less than one hundred and forty feet from the southerly fence of the Higher Lane leading from Hale to Hunts Cross for a distance measured along such fence of at least seven hundred and twenty feet from the westerly boundary



of the lands of the said Robert Ireland Blackburne in the said parish : A.D. 1901.

- (4) The Company shall also construct or provide in such position as Robert Ireland Blackburne shall select at or about the point marked 27 miles on the deposited plans a bridge to carry a proposed new road over the railway to connect the lands of Robert Ireland Blackburne such bridge to be constructed of the clear width of not less than thirty feet measured on the square between abutments and to be provided on each side with footwalks of six feet in width The parapets of such bridge shall be carried up to a height of not less than six feet above the formation level of the roadway of such bridge :
- (5) The bridges to be made under the provisions of this section carrying the railway over any road made or to be made shall be constructed and maintained so as to prevent as far as reasonably practicable the dripping of water therefrom on any part of the road or the footways thereunder :
- (6) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the railway or any works by this Act authorised abutting upon and facing lands of the said Robert Ireland Blackburne or upon any of the said bridges or the parapets thereof any placards or advertisements except such as relate to the business of the Company :
- (7) All works executed by the Company for Robert Ireland Blackburne shall be completed by or at the reasonable costs charges or expenses of the Company :
- (8) If any difference shall arise between the Company and Robert Ireland Blackburne as to the true intent and meaning of this section or as to anything to be done or not to be done thereunder such difference unless otherwise agreed shall be determined by an engineer to be appointed on the application of the Company or Robert Ireland Blackburne by the Board of Trade :
- (9) In determining the purchase-money or compensation to be paid or made to the said Robert Ireland Blackburne or his tenants by the Company the jury arbitrator or other authority to whom the question of disputed purchase money or compensation shall be submitted shall take into consideration the provision by the Company of the works in this section referred to.

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For protec-  
tion of Sir  
Humphrey  
Francis de  
Trafford  
Baronet  
and the de  
Trafford  
estate.

**53.** Notwithstanding anything in this Act contained the following provisions shall apply and have effect for the protection of Sir Humphrey Francis de Trafford Baronet and his assigns and successors in title (who are hereinafter referred to as "the owner") and of his estate in the parish of Eccles in the county of Lancaster:—

- (1) The plan marked A signed by John Bowden on behalf of the owner and by Fritz Bernard Behr on behalf of the Company is hereinafter referred to as "the plan A":
- (2) The railway shall between the points A and B on the plan A be constructed in a line as far to the north as practicable within the limits of deviation:
- (3) The Company shall contemporaneously with the construction of the railway between the points A and B upon the plan A construct and shall for ever thereafter maintain for the use of the owner and all persons authorised by the owner four bridges in the positions shown upon the plan A or in such other positions as may be required by the owner. Provided that the position of Bridge No. 1 shall not be altered more than one hundred yards to the east or one hundred yards to the west of the position thereof shown on the plan. Every such bridge shall be made of the clear width between the parapets of twelve yards and shall be sufficient in all respects for the passing of carts carriages locomotives and other vehicles up to the weight of twenty tons and every such bridge shall be constructed so that the roadway thereof shall be on a level with the adjoining land on either side thereof or in the case of the bridges numbered 1 and 2 upon the plan A as nearly as that may be practicable. The parapets of every such bridge shall not be less than four feet in height from the surface of the roadway of the bridge. The roadway of every bridge shall include a footway of a proper width and shall be constructed so as to admit of a single line of railway suitable for goods traffic being laid upon some part of such roadway and so as to admit of gas and water and electric mains being laid underneath the footway except so far as the municipal authority may consent to their being laid alongside of the bridge. The Company shall also when required by the owner but not before construct to the satisfaction of the surveyor of the owner and until taken over by the local authority maintain for the use of the owner and the Company and persons and bodies authorised by the Company a road



twelve yards wide in connection with Bridge No. 1 and connecting the lands of the owner and of the Manchester Ship Canal Company on the south side of the railway with Barton Lane and also for ever after construction keep such road properly fenced off from the owner's adjoining land Provided that the cost of the construction and maintenance of such road beyond the length of the road marked upon the plan A "proposed road" shall be borne by the owner :

- (4) The Company shall purchase the whole of such portion of the field numbered 31 on the deposited plans as lies to the south of the railway and to the west of the said proposed road and also outside the limits of deviation The Company shall also purchase the whole of number 76 upon the deposited plans and also the land of the owner situate outside the limits of deviation and immediately adjoining number 76 on the south and south-easterly sides thereof The Company shall also purchase the whole of the plots numbered 98 99 100 101 102 103 104 108 109 110 and 111 on the deposited plans The Company shall also purchase the whole of the field part of which is numbered 117 upon the deposited plans including such parts of that field as are situate outside the limits of deviation and also such parts of the field number 116A as are situate on the north side of the railway :
- (5) The railway shall be carried by means of a bridge over the occupation road leading from the Manchester and Liverpool highway and passing over Salteye Brook to land of the owner such bridge to be constructed so as to leave a roadway under it of the clear width of twelve yards and so as to leave a clear headway above the surface of the road of sixteen feet for the whole of such width If the Company interfere with the existing continuation of the said occupation road on to the land of the owner adjoining the Manchester Ship Canal the Company shall provide a new continuation of such road so as to give access to the last-mentioned land with a gradient of not less than one in thirty :
- (6) Subject to the foregoing subsections of this section the Company shall not take any more land of the owner than is absolutely necessary for the construction of the line or for obtaining access to the proposed road mentioned in subsection (3) and the Bridge No. 1 in connection therewith :
- (7) Nothing in this section contained shall prejudice abridge or defeat the rights of the owner or his tenants to compensation

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—

for land or easement acquired from or injury occasioned to him or them for or in consequence of the works or operations of the Company :

- (8) Every difference arising under out of or in consequence of this section shall be referred to a single arbitrator pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf of the Arbitration Act 1889 or any statutory modification thereof for the time being subsisting.

For protection of trustees of will of late Captain Henry Gerard Leigh.

54. For the protection of John Blundell Leigh and Dillon Ross Lewin Lowe and other devisees under the will of the late Captain Henry Gerard Leigh deceased of the estate known as the Leigh Estate situate at Farnworth in the borough of Widnes in the county of Lancaster now subject to the trusts of the said will and their heirs and sequels in estate and assigns (all of whom are referred to and included under the expression "the owners" where used in this section) the following provisions shall have effect (that is to say) :—

- (1) The Company shall not purchase or acquire any greater quantity of land belonging to the owners than shall be bonâ fide required for the construction of the railway as a double line of railway with all necessary and incidental works :
- (2) The Company shall at their own cost build make and maintain to the reasonable satisfaction of the owners or their agent the following accommodation works :—
- (A) Three bridges over the railway with proper inclined approaches in the positions marked A B and C on the plan signed by the engineer of the Company and the agent of the owners (in this section hereinafter referred to as "the signed plan") Each of such bridges shall be of a width of not less than twelve feet throughout between the parapets measured on the square and the approaches to each such bridge shall be of a like width and shall have a gradient in each case not steeper than one in twenty The approaches on the southern side in each case shall be connected with the existing level crossings over the railway of the Cheshire Lines Committee at the points marked A' B' and C' on the signed plan ;
- (B) A bridge over the railway in continuation of the existing bridge over the railway of the Cheshire Lines Committee at the point marked F' on the signed plan such bridge to



be of the same width between the parapets as the said existing bridge the approach on the northern side thereof to be of a like width with a gradient not steeper than one in twenty :

- (3) In the event of the Cheshire Lines Committee at any time (previous to the construction of the three bridges A B and C before mentioned) agreeing with the owners for the removal of the said level crossings A' B' and C' and for the construction by the Company of two bridges over their railway in lieu of such level crossings the Company shall construct and for ever thereafter maintain such bridges over the railway as well as over the line of the Cheshire Lines Committee at the points marked H and K on the signed plan each such bridge to be of a width of not less than twenty-one feet throughout between the parapets measured on the square and the approaches to each such bridge shall be of a like width and shall have a gradient in each case not steeper than one in twenty :
- (4) All drains which may be cut or injured by the Company's works shall be diverted and dealt with in such manner as the owners may reasonably require :
- (5) All the above-mentioned works shall be executed by the Company to the reasonable satisfaction of the owners and the Company will pay the reasonable costs incurred by the surveyor to the Leigh Estate in overlooking the work during construction :
- (6) Any dispute or difference which may arise between the owners and the Company with reference to the provisions of this section or in any way arising thereunder or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an arbitrator to be appointed by the President of the Surveyors Institution on the application of the owners and the Company or either of them :
- (7) Nothing in this section contained shall prejudice abridge or defeat the right of the owners or their tenants to compensation for land acquired from or injury occasioned to them by or in consequence of the works of the Company Provided that in determining the purchase money or compensation to be paid or made to the owners or their tenants for any lands of the owners or their tenants required by the Company for the purposes of this Act the jury arbitrator or other authority to whom the question of disputed compensation shall be submitted

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shall take into consideration the provision by the Company of the works in this section referred to.

For protec-  
tion of  
Henry  
Arthur  
Clowes and  
the Clowes  
Estate in  
Salford.

55. Notwithstanding anything in this Act contained the following provisions shall apply and have effect for the protection of Henry Arthur Clowes and his assigns and successors in title (who are hereinafter referred to as "the owner") and of his estate in the county borough of Salford (hereinafter called "the Clowes Estate") (that is to say):—

- (1) The plan and six sections signed in duplicate by Fritz Bernard Behr on behalf of the Company and by Joshua Bury on behalf of the owner being copies of a plan and sections according to which the following streets or intended continuations of streets namely West Ashton Street Vere Street Langworthy Road New River Street Kirkham Street Mode Wheel Road and Adamson Road have been or are intended to be made upon the Clowes Estate are in this section respectively referred to as "the street plan" and "the street sections":
- (2) The railway shall be constructed in tunnel or cutting so as to pass underneath each of the streets and intended streets mentioned in subsection (1) hereof at such a level as to admit of every such street being carried over the railway by a bridge to be constructed as stated in subsection (3) hereof:
- (3) The Company shall contemporaneously with the construction of the railway between the points A and B upon the street plan construct and shall for ever hereafter maintain for the use of the owner and all persons authorised by the owner bridges to carry the said streets and intended streets over the railway Every such bridge shall be made of the clear width between the parapets of not less than the width as shown by the street plan of the street of which it is to form part and shall be sufficient in all respects for the passing of carts carriages locomotives and other vehicles up to the weight of twenty tons and every such bridge shall be constructed so as to carry the street of which it forms part over the railway upon the level and without alteration in the gradient of such street as shown in the street plan and street sections The parapets of every such bridge shall not be less than five feet in height from the surface of the roadway of the bridge The roadway of every bridge shall include if required a footway of a proper width and shall be constructed so as to admit of a single line of railway suitable for goods traffic being laid upon some part of



such roadway and so as to admit of gas and water and electric mains being laid underneath the footway except so far as the municipal authority may consent to their being laid alongside of the bridge :

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(4) Nothing in this section contained shall prejudice abridge or defeat the rights of the owner or his tenants to compensation for land or easement acquired from or injury occasioned to him or them for or in consequence of the works or operations of the Company :

(5) Every difference arising under out of or in consequence of this section shall be referred to a single arbitrator pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf of the Arbitration Act 1889 or any statutory modification thereof for the time being subsisting.

**56.** For the protection of Adelaide Watt or other the owner for the time being of the estate of Adelaide Watt in the township of Speke (all of whom are in this section referred to as "Adelaide Watt") the following provisions shall unless otherwise agreed between Adelaide Watt and the Company have effect (that is to say) :—

For protec-  
tion of  
Adelaide  
Watt.

(1) The Company shall at their own cost construct a bridge over the railway with proper inclined approaches at a point 27 miles 1 furlong and 4 chains on the deposited plans of the railway. Such bridge shall be of a width of not less than thirty feet between the parapets measured on the square and the approach to such bridge shall be of like width and shall have a gradient not steeper than one in thirty :

(2) The Company shall at their own cost construct a bridge over the railway with proper inclined approaches at a point 27 miles 4 furlongs 7 chains on the deposited plans of the railway. Such bridge shall be of a width of not less than thirty feet between the parapets measured on the square and the approach to such bridge shall be of like width and shall have a gradient not steeper than one in thirty :

(3) The Company shall at their own cost construct a bridge over the railway with proper inclined approaches at a point 27 miles 6 furlongs 6 chains on the deposited plans of the railway. Such bridge shall be of a width of not less than thirty feet between the parapets measured on the square and the approach to such bridge shall be of like width and shall have a gradient not steeper than one in thirty :

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(4) Such bridges shall be constructed and at all times thereafter maintained at the expense of the Company :

(5) The Company shall contribute the sum of two hundred and fifty pounds towards the expense of making a road from the secondly above-mentioned bridge in a westerly direction.

For protec-  
tion of  
William  
Brown and  
Son.

**57.** And whereas William Brown of Salford in the county palatine of Lancaster builder and contractor trading under the style or firm of William Brown and Son (who with his successors in title are hereinafter in this section referred to as "the owner") is the owner or reputed owner of a plot of land in the parish of Pendleton in the said county palatine delineated on the deposited plans and thereon numbered 18 in that parish and described in the deposited book of reference as "yard sheds pond passage and premises" containing a superficial area of five thousand one hundred and fifty-eight square yards or thereabouts and which plot of land is also delineated on the plan thereof signed in duplicate by Robert Elliott Cooper and Fritz Bernard Behr on behalf of the Company and by Tahourdins and Hitchcock on behalf of the owner and is thereon coloured pink yellow and green one copy of which last-mentioned plan has been retained by the Company and the owner respectively and which plan is hereinafter in this section referred to as "the plan" Therefore notwithstanding anything in this Act contained the following provisions for the protection of the owner shall have effect namely:—

(1) If the Company give notice to the owner to enter upon take and use any part of the said plot of land they shall if so required by the owner purchase and take the whole of the portion so delineated and coloured green on the plan :

(2) If in carrying out the works by this Act authorised the Company shall require to enter upon take and use any further portion of the said plot of land to the north of the said portion so delineated on the plan and coloured green the Company shall if so required by the owner purchase and take in addition to the said portion so delineated and coloured green on the plan the whole of the portion delineated and coloured yellow on the plan and in taking the plot coloured yellow the Company shall leave open and unbuilt upon a space of six yards wide along the whole length of the northerly boundary of such plot coloured yellow to form one half in width of a street of twelve yards wide :

(3) The purchase-money and compensation to be paid by the Company to the owner in respect of any lands or property



of the owner purchased or taken by the Company for the purposes of this Act or injuriously affected by the execution of the works by this Act authorised shall in case the Company and the owner cannot agree be settled in manner provided by the Lands Clauses Consolidation Act 1845 for settling cases of disputed compensation.

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**58.** Whereas John Charles Walker of Manchester in the county of Lancaster (who with his successors in title are hereinafter in this section called "the owner") is the owner or reputed owner of the land and buildings delineated on the deposited plans and described in the deposited book of reference and thereon numbered 441 441A 441B 442 and 443 in the parish and county borough of Salford Therefore if the Company give notice to the owner to enter upon take or use any part of the said land and buildings they shall if so required by the owner purchase and take the whole of the said land and buildings.

For protec-  
tion of John  
Charles  
Walker.

**59.** For the protection of John Henry Lightbody Alfred William Lightbody Arthur Edward Lightbody and William Lightbody or other the owner for the time being of the property at Garston and Allerton in the county of Lancaster of the aforesaid Messieurs Lightbody (hereinafter in this section called "the owners") the following provisions shall unless otherwise agreed between the owners and the Company have effect (that is to say):—

For pro-  
tection of  
Messrs.  
Lightbody.

- (1) For the purpose of affording communication between the lands of the owners on the north and south sides of the railway the Company if called upon so to do shall concurrently with the construction of the railway and at their own cost and at such places as the owners may select upon their land erect and for ever thereafter maintain three bridges over the railway one of such bridges to be thirty-six feet in width and the remaining two of such bridges to be of thirty feet in width all such widths being on the square and between the parapets of the bridges:
- (2) The embankments for the approaches to the said bridges shall be constructed by the Company at their own cost on lines to be reasonably approved by the owners and so as not to be of steeper gradients than one in thirty and so as to be suitable to carry roads of a width of thirty-six feet the land required for such approaches outside the limits of deviation on the deposited plans being provided by the owners free of cost to the Company:
- (3) The Company shall also construct and for ever thereafter maintain roads over the said bridges and approaches thereto

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so far as the same approaches shall be within the limits of deviation shown on the deposited plans :

- (4) The parapets or screens of the said bridges shall be carried up to a height of at least six feet and the sides of the said approaches thereto within the limits of deviation last aforesaid shall be fenced in with solid fences six feet high :
- (5) The said roads shall be so metalled paved and otherwise completed as to comply with the byelaws of the urban district council of Garston or of other the authority having for the time being jurisdiction over the roads in the neighbourhood in respect of such metalling paving and completion :
- (6) The owners shall waive their rights to require bridges to be constructed to carry any private or occupation roads on their said property across the railway and which private or occupation roads may be stopped up or interfered with by the railway without compensation by the Company :
- (7) Nothing in this section contained shall defeat the rights of the owners or of their lessees or tenants to compensation for lands acquired from or injury occasioned to them by or in consequence of the works or operations of the Company Provided that in determining the purchase money or compensation to be paid or made to the owners or to their lessees or tenants for any lands required by the Company for the purposes of this Act or for any injury occasioned to them by or in consequence of the works of the Company the jury arbitrator or other authority to whom the question of disputed compensation shall be submitted shall take into consideration the works provided for in this section.

For protec-  
tion of John  
Hanmer  
Ashton.

60. The Company shall not purchase or take any of the lands numbered 78 to 87 on the deposited plans in the parish of Eccles and belonging or reputed to belong to John Hanmer Ashton unless they also purchase and take the whole of such lands and of any lands adjoining the same belonging to him.

For protec-  
tion of  
Liverpool  
and South  
West Lanca-  
shire Cricket  
Ground  
Company  
Limited.

61. For the protection of the Liverpool and South West Lancashire Cricket Ground Company Limited (in this section called "the cricket ground company") the following provisions shall unless otherwise agreed between the cricket ground company and the Company have effect (that is to say) :—

- (1) Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the Company shall not purchase or take from the cricket ground company otherwise



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than by agreement any portion of the land numbered on the deposited plans 284 in the parish of Garston other than the portion thereof delineated on the plan signed by Robert Elliott Cooper on behalf of the Company and by Henry Hugh Hornby on behalf of the cricket ground company and thereon coloured pink and notwithstanding as aforesaid the Company shall not be required to carry the railway in covered way under the said land :

(2) The Company shall at their own expense when requested in writing by the cricket ground company construct and thereafter maintain for the sole use and benefit of the cricket ground company a proper and sufficient footbridge not less than six feet in width with all necessary approaches over the railway and land so to be acquired as aforesaid at such point between Riversdale Road and Beechwood Road as may be required by the cricket ground company such bridge and approaches to be so constructed as to be a prolongation or continuation of a bridge which the Cheshire Lines Committee have agreed with the cricket ground company to make over their railway but the Company shall not be required to construct such bridge unless and until the bridge so to be constructed by the Cheshire Lines Committee is constructed The bridge to be constructed by the Company shall be furnished with a gate and lock at its north end :

(3) The Company shall before entering upon any land of the cricket ground company for the purpose of constructing the railway construct at their own expense a substantial brick or stone wall not less than eight feet high on the north-easterly boundary of the land to be acquired by the Company and shall thereafter maintain the same.

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

Persons under disability may grant easements &c.

63. And whereas in the construction of the railway and works hereby authorised or otherwise in exercise of the powers of

Owners may be required to sell parts

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only of cer-  
tain lands  
and build-  
ings.

this Act it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto. Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

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

64. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the railway it may be necessary to underpin or otherwise strengthen the same. Therefore the Company at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as hereinafter provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :—

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be disputes the



necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade: A.D. 1901.

- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building:
- (5) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this section:
- (6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:
- (7) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act:
- (8) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts:
- (9) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

**65.** And whereas the railway is shown on the deposited plans and sections as intended to be constructed in tunnel through or

Power to  
acquire ease-  
ments for



A.D. 1901.  
 —  
 constructing  
 tunnels.

under the properties numbered on the deposited plans 217 228 to 315 327 to 400 410 to 439 487 to 492 506 to 593 inclusive all in the township or extra parochial place of Toxteth Park in the city of Liverpool at a depth of twenty feet and upwards between the crown of the tunnel and the surface of the ground Therefore the Company may purchase and acquire an easement or right of constructing and using the railway through or under those properties without being obliged to purchase the land over the railway or any houses buildings manufactories or premises thereon unless the jury or the arbitrators or their umpire to whom the question of disputed compensation shall be submitted shall determine that such right or easement cannot be acquired or used by the Company without material detriment to such properties Provided that nothing in this section contained shall apply to any of the said properties the surface of which is at a less height than twenty feet above the crown of the said tunnel as the same shall be constructed Provided also that nothing in this section contained nor any dealing with any of the said properties in pursuance thereof shall relieve the Company from liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 in respect of any properties through or under which the Company may purchase or acquire an easement or right of constructing and using such tunnel.

Power to  
 retain sell  
 &c. lands.

**66.** Notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained the Company may from time to time sell lease or otherwise dispose of in such manner for such consideration and on such terms and conditions as they think fit and in case of sale either in consideration of a gross sum or of an annual rent or of any payment in any other form any lands or buildings acquired or provided by them under this Act and not required for the purposes of the undertaking and may execute and do any deed act or thing proper for effectuating any such sale lease or other disposition.

Restrictions  
 on displacing  
 persons of  
 labouring  
 class.

**67.—(1)** The Company shall not under the powers of this Act purchase or acquire in any borough or other urban district and elsewhere than in any borough or urban district any parish ten or more houses which on the fifteenth day of December last were or have been since that day or shall hereafter be occupied either wholly or partly by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(A) shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the said



fifteenth day of December or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

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

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

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

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

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty.

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(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of the scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this subsection subject to such conditions (if any) as they may see fit.

(8) Notwithstanding anything to the contrary in section 157 of the Public Health Act 1875 the provisions of that section and of sections 155 and 156 of the same Act shall apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

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



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

(11) Any houses purchased or acquired by the Company for or in connection with any of the purposes of this Act whether purchased or acquired in exercise of the powers conferred by this Act or otherwise and whether before or after the passing of this Act which may have been occupied by persons of the labouring class within five years before the passing of this Act and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the Local Government Board are unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

(12) For the purposes of this section—

The expression “labouring class” means mechanics artizans 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; and

The expression “house” means any house or part of a house occupied as a separate dwelling.

Provided always that this section shall not apply to any house forming part of any of the properties mentioned or referred to in the section of this Act of which the marginal note is “Power to acquire easements for constructing tunnels” unless the Company pull down such house.

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Deposit  
money not  
to be repaid  
except so far  
as railway  
opened.

**68.** Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of eight hundred and forty-two pounds sterling and Treasury Bills to the amount of eighty-eight thousand pounds being together equal to five per centum upon the amount of the estimate in respect of the railway have been deposited with or transferred into the name of the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act and are referred to in this Act as "the deposit fund" Be it enacted that notwithstanding anything contained in the said Act the deposit fund shall not be 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 railway open the same for the public conveyance of passengers and if the Company shall make default in so opening the railway the 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 railway 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 railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be 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.

Application  
of deposit.

**69.** If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers then and in every such case the 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 railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit. And if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the 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 or the railway has been abandoned be transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be re-transferred to the depositors. Provided that until the deposit fund has been re-transferred to the depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividend accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

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

Period for  
completion  
of railway.

**71.** The Company shall make work and maintain the railway in accordance with the system known as the Monorail System with such modifications or alterations of that system as may be found necessary or desirable and the cars or other vehicles to be used on the railway shall be constructed so that when the car or other vehicle is fully loaded the centre of gravity shall be at least twelve inches below the upper surface of the uppermost rail and the railway shall be constructed and worked as a through railway between Manchester and Liverpool without any intermediate stations.

Method of  
construction  
and working  
of railway.

**72.** Subject to the provisions of this Act the Company shall work the traffic on the railway by electrical power and for that purpose may lay down along the railway and maintain and use mains lines and apparatus for transmitting electrical power.

Railway to  
be worked  
by electrical  
power.

**73.** For further securing to the public and to passengers on the railway and to the servants of the Company all reasonable

Special pro-  
visions for  
protection of

A.D. 1901.

passengers  
and the  
public.

protection against danger arising from the use of the railway under the provisions of this Act the following provisions shall have effect (that is to say) :—

- (1) The Company shall submit for the approval of the Board of Trade plans sections and other details of their proposals with respect to—
  - (A) The construction and materials of the permanent way and proposed mode of maintenance thereof ;
  - (B) Rolling stock ;
  - (C) Mode of working including system of signalling ;
  - (D) Electric installation ;
  - (E) System of braking ; and
  - (F) Mode of fencing and prevention of trespass :

And the railway shall be constructed only in accordance with the plans sections and other details as approved by the Board of Trade :

- (2) The Board of Trade may require the Company at any time before and during the construction of the railway to conduct at their own expense such experiments as that Board may desire to have made with a view to determining whether the proposals of the Company in respect of any matters referred to in this section are satisfactory and the Company shall comply with any such requirements before opening the railway for the public conveyance of passengers :
- (3) The Board of Trade may make regulations for giving effect to all or any of the foregoing provisions of this section and also for securing to the public and to passengers and to the servants of the Company all reasonable protection against danger arising from the use under this Act of electrical power on the railway and for regulating the use of electrical power :
- (4) The Company or any other company or person using any electrical power on the railway contrary to the provisions of this Act or of any regulations made by the Board of Trade under this section shall for every such offence be liable to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence is continued after conviction thereof :
- (5) The provisions of this section shall be in addition to and not in substitution for any provisions for the protection of the public and of passengers and of the servants of the Company



contained in any general Act relating to railways which are applicable to the railway and the Company. A.D. 1901.

74. Subject to the provisions of this Act the Company may appropriate and use as stations for generating electrical power and for providing and working thereon engines dynamos and other electrical plant and works the lands described in the Second Schedule to this Act but nothing in this Act shall authorise the Company to generate electrical power elsewhere than on the lands so described. Lands for generating station.

75. The following provisions shall apply to the use of electrical power under this Act unless such power is entirely contained in and carried along with the carriages:— Provisions as to use of electrical power.

(1) The Company shall employ either insulated returns or uninsulated metallic returns of low resistance:

(2) The Company shall take all reasonable precautions in constructing placing and maintaining their electric lines and circuits and other works of all descriptions and also in working their undertaking so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes structures or substances or to interfere with the working of any wire line or apparatus from time to time used for the purpose of transmitting electrical power or of telegraphic telephonic or electric signalling communication or the currents in such wire line or apparatus:

(3) The electrical power shall be used only in accordance with regulations to be prescribed by the Board of Trade (in this section referred to as "the Board of Trade regulations") and in such regulations provision shall be made for preventing fusion or injurious electrolytic action of or on gas or water pipes or other metallic pipes structures or substances and for minimising as far as is reasonably practicable injurious interference with the electric wires lines and apparatus of other parties and the currents therein whether such lines do or do not use the earth as a return:

(4) The Company shall be deemed to take all reasonable and proper precautions against interference with the working of any wire line or apparatus if and so long as they adopt and employ at the option of the Company either such insulated returns or such uninsulated metallic returns of low resistance and such other means of preventing injurious interference with the electric wires lines and apparatus of other parties and the

A.D. 1901.

currents therein as may be prescribed by the Board of Trade regulations and in prescribing such means the Board shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking :

- (5) At the expiration of two years from the passing of this Act the provisions of this section shall not operate to give any right of action in respect of injurious interference with any electric wires lines or apparatus or the currents therein unless in the construction erection maintaining and working of such wires lines and apparatus all reasonable and proper precautions including the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents :
- (6) If any difference arises between the Company and any other party with respect to anything in this section contained such difference shall unless the parties otherwise agree be determined by the Board of Trade or at the option of the Board by an arbitrator to be appointed by the Board and the costs of such determination shall be in the discretion of the Board or of the arbitrator as the case may be :
- (7) The Company using electrical power contrary to the provisions of this Act or of the Board of Trade regulations shall for every such offence be subject to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence continues after conviction thereof Provided always that whether any such penalty has been recovered or not the Board of Trade if in their opinion the Company in the use of electrical power under the authority of this Act have made default in complying with the provisions of this Act or the Board of Trade regulations may by order direct the Company to cease to use electrical power and thereupon the Company shall cease to use electrical power and shall not again use the same unless with the authority of the Board of Trade and in every such case the Board of Trade shall make a special report to Parliament notifying the making of such order.

For protec-  
tion of  
Postmaster-  
General.

**76.**—(A) Notwithstanding anything in this Act contained if any of the works authorised to be executed by this Act involves or is likely to involve any alteration of any telegraphic line belonging to or used by the Postmaster-General the provisions of section 7 of the Telegraph Act 1878 shall apply to any such alteration.



(B) In the event of the railway being worked or lighted by electricity the following provisions shall have effect:— A.D. 1901.

(1) The Company shall construct their electric lines and other works of all descriptions and shall work their undertaking in all respects with due regard to the telegraphic lines from time to time used or intended to be used by His Majesty's Postmaster-General and the currents in such telegraphic lines and shall use every reasonable means in the construction of their electric lines and other works of all descriptions and the working of their undertaking to prevent injurious affection whether by induction or otherwise to such telegraphic lines or the currents therein. Any difference which arises between the Postmaster-General and the Company as to compliance with this subsection shall be determined by arbitration:

(2) If any telegraphic line of the Postmaster-General is injuriously affected by the construction by the Company of their electric lines and works or by the working of the undertaking of the Company the Company shall pay the expense of all such alterations in the telegraphic lines of the Postmaster-General as may be necessary to remedy such injurious affection:

(3) Before any electric line is laid down or any act or work for working or lighting the railway by electricity is done within ten yards of any part of a telegraphic line of the Postmaster-General (other than repairs) the Company or their agents not more than twenty-eight nor less than fourteen days before commencing the work shall give written notice to the Postmaster-General specifying the course of the line and the nature of the work including the gauge of any wire and the Company and their agents shall conform with such reasonable requirements (either general or special) as may from time to time be made by the Postmaster-General for the purpose of preventing any telegraphic line of the Postmaster-General from being injuriously affected by the said act or work. Any difference which arises between the Postmaster-General and the Company as to any requirement so made shall be determined by arbitration:

(4) If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company is injuriously affected and he is of opinion that such injurious affection is or may be due to the construction of the Company's works or to the working of their undertaking the engineer-in-chief of the Post Office or any person appointed in writing by

A.D. 1901.  
—

him may at all times when electrical energy is being generated by the Company enter any of the Company's works for the purpose of inspecting the Company's plant and the working of the same and the Company shall in the presence of such engineer-in-chief or such appointed person as aforesaid make any tests required by the Postmaster-General and shall produce for the inspection of the Postmaster-General the records kept by the Company pursuant to the Board of Trade regulations :

- (5) If a telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Company be injuriously affected and he is unable to ascertain whether such injurious affection is caused by the Company or by any other persons generating or using electric currents for traction purposes the Postmaster-General may give notice to the Company requiring them to make at such times as he may specify such experiments by working their generating stations running their cars or otherwise working any part of their undertaking or in case of continuous working by stopping the current generated for the purposes of their undertaking at such times as would not unduly interfere with the traffic as he may deem necessary to enable him to discover which of the undertakings causes the disturbance and such experiments shall be carried out by the Company as and when required by the Postmaster-General :
- (6) In the event of any contravention of or wilful non-compliance with this section by the Company or their agents the Company shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues :
- (7) Provided that nothing in this section shall subject the Company or their agents to a fine under this section if they satisfy the court having cognizance of the case that the immediate doing of any act or the execution of any work in respect of which the penalty is claimed was required to avoid an accident or otherwise was a work of emergency and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or work was done a notice of the execution thereof stating the reason for doing or executing the same without previous notice :



(8) For the purposes of this section a telegraphic line of the Postmaster-General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is whether through induction or otherwise in any manner affected by such act or work or by any use made of such work : A.D. 1901.

(9) For the purposes of this section and subject as therein provided sections 2 10 11 and 12 of the Telegraph Act 1878 shall be deemed to be incorporated with this Act :

(10) The expression " electric line " has the same meaning in this section as in the Electric Lighting Act 1882 :

(11) Any question or difference arising under this section which is directed to be determined by arbitration shall be determined by an arbitrator appointed by the Board of Trade on the application of either party whose decision shall be final and sections 30 to 32 both inclusive of the Regulation of Railways Act 1868 shall apply in like manner as if the Company or their agents were a Company within the meaning of that Act :

(12) Nothing in this section contained shall be held to deprive the Postmaster-General of any existing right to proceed against the Company by indictment action or otherwise in relation to any of the matters aforesaid :

(13) In this section the expression " the Company " includes their lessees and any person owning working or running carriages on the railway of the Company.

77. The Company may demand and take for the use of the railway by any other company or person with their engines and carriages such reasonable tolls as they think fit. Tolls.

78. The classification of merchandise traffic including perishable merchandise exceeding fifty-six pounds in weight by passenger train and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the Railway Rates and Charges No. 12 (Manchester Sheffield and Lincolnshire Railway &c.) Order 1892 (which Order is scheduled to and confirmed by the Railway Rates and Charges No. 12 (Manchester Sheffield and Lincolnshire Railway &c.) Order Confirmation Act 1892) shall be applicable and apply to the Company as if it were one of the railway companies named in the schedule to the Order confirmed by the said Act : Rates for merchandise.

A.D. 1901.

Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight :

Provided also that nothing in this Act shall make it obligatory upon the Company to carry merchandise upon the railway.

Charges for  
small  
parcels.

**79.** With respect to small parcels (other than perishable merchandise) not exceeding five hundred pounds in weight conveyed by passenger trains other than small parcels exceeding fifty-six pounds in weight of perishable merchandise the Company may demand and take any charges not exceeding the following (that is to say) :—

For any parcel not exceeding seven pounds in weight threepence ;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence ;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence ;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence ;

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum they think fit :

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

Maximum  
rates for  
passengers.

**80.** The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway including every expense incidental to such conveyance shall not exceed the following (that is to say) :—

For every passenger conveyed in a first-class carriage twopence per mile ;

For every passenger conveyed in a second-class carriage one penny per mile ;

For the purposes of this section every fraction of a mile shall be deemed a mile.

Passengers'  
luggage.

**81.** Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding sixty pounds in weight for first-class passengers and forty pounds in weight for second-class passengers without any charge being made for the carriage thereof :



Provided that nothing herein contained shall authorise any such passenger to take any luggage other than personal luggage to be carried by hand at the responsibility of the passenger and not to occupy any part of a seat or to be of a form or description to annoy or inconvenience any other passenger. A.D. 1901.

**82.** The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary trains appointed from time to time by the Company for the conveyance of passengers upon the railway. Foregoing charges not to apply to special trains.

**83.** The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking. Deposits for future Bills not to be paid out of capital.

**84.** Notwithstanding anything in this Act or in any Act or Acts incorporated herewith the Company may out of any money by this Act authorised to be raised pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions hereinafter stated (that is to say):— Power to pay interest out of capital during construction.

(A) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same :

(B) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :

(C) The aggregate amount to be so paid for interest shall not exceed one hundred and fifty thousand pounds and the amount so paid shall not be deemed share capital in respect of which

A.D. 1901.

the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one third of the amount paid for interest as aforesaid :

(D) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares :

(E) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

Save as hereinbefore set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Saving  
rights of  
duchy of  
Lancaster.

**85.** Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to His Majesty in right of His duchy of Lancaster without the consent in writing of the chancellor for the time being of the said duchy first had and obtained (which consent the said chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by His Majesty His heirs or successors in right of His said duchy.

Provision  
as to general  
Railway  
Acts.

**86.** Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways or to the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act.

Costs of Act.

**87.** 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.



The SCHEDULES referred to in the foregoing Act.

A.D. 1901.

## FIRST SCHEDULE.

DESCRIBING PROPERTIES OF WHICH PORTIONS ONLY MAY BE TAKEN.

No. on deposited Plans.	Parish or other Area.	Description.
56	Manchester - -	Land (building in course of erection) hoarding.
148		Land (used as a playground).
2	Salford - -	Canal lock and works.
3		Works and premises.
5		Railway and works telegraph posts and wires.
6		Railway and works telegraph posts and wires.
7		Sheds and works.
8		Sheds and works.
9		Works yard stables and river basin.
16		Stables and sheds.
17		Yard.
191A		Garden.
434		Land.
440		Yard and passage.
441		Land.
518		Land.
524		Field.
526		Field.
2	Pendleton - -	Brickfield and works.
4		Brickfield works shed occupation road and sewer.
8		Brickfield works sheds and premises.
11		Field and sandpit.
14		Field.
17		Garden ground and shed.
18		Yard sheds pond passage and premises.
19		Works yard and premises.
20		Field and shed.
22		Field.
23		Sewage works shed railway siding road and rough land.
30		Field and orchard.
31		Strip of land.
32		Field.
4	Eccles - -	Field.
5		Railway and works land telegraph posts and wires.
6		Yard.
2	Winwick-with-Hulme	Field and footpath.
6		Orchard farm buildings and footpath.
20	Widnes - -	Factory yard and premises.

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No. on deposited Plans.	Parish or other Area.	Description.
32A	Halewood - -	House garden outbuildings and premises.
32B		Garden.
11	Allerton - -	Ccal yard and sidings.
13		Garden.
2	Garston - -	Ccal yard siding and garden ground.
9		House gardens outbuildings and premises.
10		House gardens outbuildings and premises.
65		Yard and outbuildings.
67		Yards stables outbuildings gateway and weighing machine.
157		Workshops yard outbuildings and premises.
183		Builder's yard office workshop outbuildings and premises.
205		Joiner's shop engine-house stable vacant land and passage.
210		Bank offices garden passage gateway and premises.
211		Hotel stables bowling green outbuildings offices and premises.
220		Goods station offices yard outbuildings sidings and works.
221		Yard office shops roadways buildings stream and premises.
284		Cricket field stands and sheds.
287		Garden.
291		Garden.
311A		Plantation.
312B		Garden.
312D		Garden.
316		Plantation carriage drive and footpath.
13A	Toxteth Park - -	Garden.
99		House stabling garden yard greenhouses outbuildings and premises.
101		House garden greenhouses stables yard outbuildings and premises.
104		House gardens stable carriage-drive outbuildings and premises.
194		Stables plantation yard outbuilding and premises.
195		Yard farm buildings roadway and premises.
196		House greenhouses gardens outbuildings and premises.
199		Garden.
202		Gardens and outbuildings.
209		Yard and sheds.
210A		Garden.
211A		Hospital grounds.
213		Yard and sheds.
646		Cowshed.
905		Timber yards buildings and premises.
1019		Oil gas works and premises.
1041		Carriage factory and smithy.
1055A	Liverpool - -	House stables and premises.
1151		Garden.
1173		Churchyard.
1176		Public sea-water swimming and private baths and forecourt.



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No. on deposited Plans.	Parish or other Area.	Description.
1177	Liverpool - -	Yard cooperage office sheds and premises.
1179		Factory yard office and premises.
1200		Warehouse and premises.
1201		Yard.
1215		Factory and premises.
1217		Warehouses.
1219		Warehouses yards and premises.
1220		House warehouse factory office and premises.
1221		House warehouse shops and premises.
1222		House warehouse and premises.
1223		House offices and premises.
1241		House stables and premises.
1242		House yard and premises.
1243		House yard and premises.
1246		House yard and premises.
1247		House yard and premises.
1248		House yard and premises.
1249		House workshop yard and premises.
1281		Bluecoat hospital grounds stables outbuildings and premises.
1285		Churchyard.

## SECOND SCHEDULE.

### LANDS FOR GENERATING STATION.

Certain lands in the parish of Great Sankey in the county of Lancaster lying on the north side and adjoining the railway of the Cheshire Lines Committee and on the west side and adjoining the Saint Helens Canal and measuring on the west side thereof 346 yards or thereabouts northward from the said railway and measuring on the north side thereof 180 yards or thereabouts westward from the said canal and being the field or property numbered 22 on the  $\frac{1}{2500}$  Ordnance map (1893 edition) for the said parish and containing  $11\frac{1}{2}$  acres or thereabouts.

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