

### CHAPTER xcii.

An Act to extend the time for taking certain lands and for the construction of certain authorised works by the Southport and Lytham Tramroad Company and the mayor aldermen and burgesses of the borough of Southport to authorise the raising of further capital and for other purposes. [22nd July 1904.]

A.D. 1904.

**W**HEREAS the Southport District Tramroad Company were incorporated by the Southport District Tramroad Act 1899 (in this Act called "the Act of 1899") and were by that Act empowered to construct a tramroad in and near to Southport in the county of Lancaster:

And whereas by the Southport and Lytham Tramroad Act 1900 (in this Act referred to as "the Act of 1900") the name of the said Company was changed and is now the Southport and Lytham Tramroad Company (in this Act referred to as "the Company") and the Company were authorised to construct certain tramroads a conveyor bridge across the trained channel of the River Ribble and a tramway all within the county of Lancaster:

And whereas by the Southport and Lytham Tramroad Act 1902 (in this Act referred to as "the Act of 1902") the periods for the compulsory purchase of lands for the works authorised by the Acts of 1899 and 1900 were respectively extended to the thirty-first July one thousand nine hundred and three and the thirty-first July one thousand nine hundred and four and the periods for the completion of the works authorised by the Acts of 1899 and 1900 were respectively extended to the thirty-first July one thousand nine hundred and five and the thirty-first July one thousand nine hundred and seven:

A.D. 1904

And whereas it is expedient that the period for compulsory purchase of lands for the works authorised by the Act of 1900 should be further extended and it is also expedient that the periods for the completion of the works authorised by the Acts of 1899 and 1900 should be further extended :

And whereas by the Southport Extension and Tramways Act 1900 the mayor aldermen and burgesses of the borough of Southport were empowered to construct the tramways in that Act described and it is expedient that the time for the completion of certain of those tramways which will or may be worked in connection with the undertaking of the Company should be extended as by this Act provided :

And whereas it is expedient that the Company should be authorised to issue further capital as by this Act provided :

And whereas the purposes of this Act cannot be attained without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

Short title.

1. This Act may be cited as the Southport and Lytham Tramroad Act 1904 and the Acts of 1899 1900 and 1902 and this Act may be cited together as the Southport and Lytham Tramroad Acts 1899 to 1904.

Incorporation of general Acts.

2. The following Acts and parts of Acts (that is to say) :—

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say) :—

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money by the Company on mortgage or bond ;

The conversion of the borrowed money into capital ; A.D. 1904.  
 The consolidation of the shares into stock ;  
 The general meetings of the Company and the exercise  
 of the right of voting by the shareholders ;  
 The making of dividends ;  
 The giving of notices ; and  
 The provision to be made for affording access to the  
 special Act ;

and Part I. (relating to cancellation and surrender of  
 shares) Part II. (relating to additional capital) and  
 Part III. (relating to debenture stock) of the Companies  
 Clauses Act 1863 as amended by subsequent Acts and  
 Part II. (relating to extension of time) of the Railways  
 Clauses Act 1863 ;

so far as they are applicable to and are not varied by or incon-  
 sistent with the provisions of this Act are incorporated with and  
 form part of this Act.

**3.** In this Act the several words and expressions to which Interpreta-  
tion.  
 meanings are assigned by the Acts in part incorporated herewith  
 have the same meanings respectively unless there be something in  
 the subject or context repugnant to such construction.

**4.—(1)** The period limited by section 23 of the Act of Extension of  
time for ac-  
quisition of  
lands and  
construction  
of works.  
 1900 for the compulsory purchase of lands for the tramroads  
 tramway bridge and works authorised by that Act as extended by  
 section 4 subsection (2) of the Act of 1902 is hereby further  
 extended to the expiration of two years from the passing of this  
 Act and section 23 of the Act of 1900 shall be read and have  
 effect and the powers conferred by that section shall be extended  
 or revived accordingly.

(2) The period limited by section 4 subsection (3) of the Act  
 of 1902 for the completion of the tramroad authorised by the Act  
 of 1899 is hereby further extended to the thirty-first day of July  
 one thousand nine hundred and seven and section 13 of the Act of  
 1899 shall be read and have effect and the powers conferred by that  
 section shall be extended or revived accordingly.

(3) The period limited by section 4 subsection (4) of the Act  
 of 1902 for the completion of the tramroads tramway bridge and  
 works authorised by the Act of 1900 is hereby further extended to  
 the thirty-first day of July one thousand nine hundred and nine and  
 section 15 of the Act of 1900 shall be read and have effect and the

A.D. 1904. powers conferred by that section shall be extended or revived accordingly.

(4) The provisions of the Housing of the Working Classes Act 1903 shall apply with respect to the provision of dwelling accommodation for persons of the labouring class in lieu of the provisions of the Act of 1900.

Extension of time for completion of tramways to be constructed by Southport Corporation.

5. The period limited by section 36 of the Southport Extension and Tramways Act 1900 for the completion of the tramways by that Act authorised is as regards such of those tramways as are numbered respectively 1 2 3 4 and 5 hereby extended to the thirty-first day of July one thousand nine hundred and seven and as regards the said tramways the said section 36 shall be read and have effect accordingly.

Confirming scheduled agreement.

6. The agreement made the tenth day of March one thousand nine hundred and four between the Company of the one part and Charles Hesketh Bibby Hesketh of North Meols in the county of Lancaster of the other part set forth in the Schedule to this Act is hereby confirmed and made binding upon the Company and the said Charles Hesketh Bibby Hesketh and his successors in estate respectively and subsection (7) of section 6 of the Act of 1902 is hereby repealed.

Power to raise additional capital.

7. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise by the creation and issue of new shares any additional capital not exceeding in the whole thirty thousand pounds but the Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Calls.

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

Receipts on behalf of incapacitated persons.

9. If any money be payable to any shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company for the same.

10. The Company may in respect of the additional capital of thirty thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of the undertaking in addition to the sums which they are already authorised to borrow any sum or sums not exceeding in the whole ten thousand pounds but no part of such sum of ten thousand pounds shall be borrowed until shares for the whole of the capital in respect of which it is to be borrowed are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 (before he so certifies) that shares for the whole of such capital have been issued and accepted and that one half of such capital 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 the Company have proved to such justice as aforesaid before he so certifies that such shares were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

A.D. 1904.  
Power to  
borrow.

11. Section 56 (Appointment of a receiver) of the Act of 1900 is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under that section. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and 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 shall be made shall not be less than five thousand pounds in the whole.

Appointment  
of a receiver.

12. The following sections of the Acts of 1900 and 1902 shall with the necessary modifications extend and apply to and with respect to the purposes of this Act as if those sections

Incorporation of sections of Acts of 1900 and 1902.

A.D. 1904. — were re-enacted in this Act The incorporated provisions are as follows :—

## Act of 1900—

- Section 57 Existing mortgages to have priority.
- Section 58 Debenture stock.
- Section 59 Mortgage to comprise purchase money paid on compulsory sale.
- Section 60 Endorsement of notice of power of future purchase by the local authority.
- Section 61 Application of moneys.
- Section 62 Power to apply corporate funds to purposes of Act.

## Act of 1902—

- Section 7 Power to divide shares.
- Section 8 Dividends on half shares.
- Section 9 Dividend on preferred half shares to be paid out of profits of year only.
- Section 10 Half shares to be registered and certificates issued.
- Section 11 Terms of issue to be stated in certificates.
- Section 12 Forfeiture of preferred half shares.
- Section 13 Preferred half shares not to be cancelled or surrendered.
- Section 14 Half shares to be half shares in capital.

Amendment  
of certain  
sections of  
Acts of 1900  
and 1902.

**13.**—(1) Section 63 (Power to pay interest out of capital during construction) of the Act of 1900 as amended by section 15 of the Act of 1902 shall with the necessary modifications extend and apply not only to the share capital authorised to be raised by the Acts of 1899 and 1900 but also to the share capital authorised to be raised by this Act provided that “thirty-seven thousand two hundred pounds” shall be substituted for “thirty thousand pounds” in subsection (c) of the said section 63 of the Act of 1900.

(2) Notwithstanding anything contained in the said section 63 of the Act of 1900 and the said section 15 of the Act of 1902 interest may be paid out of any moneys authorised to be raised or applied as in the said section 63 of the Act of 1900 (as amended by the said section 15 of the Act of 1902) mentioned until the

expiration of the respective periods for the completion of the works authorised by the Acts of 1899 and 1900 as extended by this Act provided that the aggregate amount of such interest shall not exceed thirty-seven thousand two hundred pounds. A.D. 1904.

14. Nothing in this Act contained shall exempt the Company from the provisions of any general Act relating to railways or tramways now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of tolls or charges authorised to be taken by the Company. Provision as to general Tramway Acts.

15. 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. Costs of Act.

A.D. 1904.

The SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the tenth day of March one thousand nine hundred and four between the SOUTHPORT AND LYTHAM TRAMROAD COMPANY (hereinafter called "the Company") of the one part and CHARLES HESKETH BIBBY HESKETH of North Meols in the county of Lancaster esquire as tenant for life under the will of Anna Maria Alice Hesketh deceased of the estate in the borough of Southport known as the Hesketh Estate (hereinafter called "the owner") of the other part subject as hereinafter mentioned.

WHEREAS a Bill is now pending in Parliament entitled "An Act to extend the time for taking certain lands and for the construction of certain authorised works by the Southport and Lytham Tramroad Company and the mayor aldermen and burgesses of the borough of Southport to authorise the raising of further capital and for other purposes":

Now it is hereby agreed between the parties hereto as follows:—

1. In this agreement the expression "scheduled agreement" means the agreement made the sixth day of June one thousand eight hundred and ninety-nine between Coard Squarey Pain Sir George Augustus Pilkington and Henry Arthur Watson as agents for and on behalf of the Company of the one part and the owner of the other part and a print of which is set out in the schedule to the Southport District Tramroad Act 1899 and the expression "signed plan" means the plan signed by John Thomas Wood on behalf of the Company and George Ernest Gregson on behalf of the owner and referred to in the scheduled agreement and the expression "the protective section" means section 6 of the Southport and Lytham Tramroad Act 1902 and the expression "the Bill" means the Bill hereinbefore referred to as now pending.

2. The compensation to be paid under paragraph 6 of the scheduled agreement shall be the following sums with such interest thereon as is hereinafter mentioned (that is to say) the sum of one hundred and sixty-four pounds fourteen shillings per statute acre of the lands to be conveyed by the owner to the Company and pursuant to paragraph 5 of the scheduled agreement the sum of fifty pounds per statute acre for the easement to be granted by the owner to the Company pursuant to the provisions of paragraphs 2 and 5 of the scheduled agreement. The amount of the said compensation shall be paid on or at the option of the Company at any time before the thirty-first day of August one thousand nine hundred and four and if the same shall not



then be paid the Company shall pay interest at the rate of four per centum per annum on the amount of the said compensation from the said thirty-first day of August next until actual payment. A.D. 1904.

3. Paragraph 12 of the scheduled agreement shall be cancelled and in lieu thereof the following provision shall have effect:—

“ The slopes and approaches to all crossings mentioned in paragraphs  
“ 10 and 11 of the scheduled agreement including Crossing Number 3  
“ shall be constructed at the cost of the Company on land to be  
“ provided by the owner but shall be maintained at the cost of  
“ the owner.”

4. The concluding sentence of paragraph 18 of the scheduled agreement commencing with the words “ the inclination slopes ” shall be cancelled and the following provision shall have effect in lieu thereof:—

“ The inclination slopes to the crossings mentioned in paragraphs 10  
“ and 11 of the scheduled agreement shall not be at a steeper  
“ inclination than one in twenty.”

5. Wherever the tramroad inclusive of side slopes and ditches shall exceed forty-five feet in width in accordance with the provisions of paragraph 2 of the scheduled agreement and the owner shall have granted a perpetual easement over such further width in accordance with paragraph 5 of the scheduled agreement the owner for the time being of the Hesketh Estate may on so much of the said Tramroad No. 1 as is constructed on land now forming part of the Hesketh Estate or any part thereof being formed into a street fill up the land adjoining such street over which such easement is granted as aforesaid to a level not exceeding the level of the street and may notwithstanding the grant of the said easement build upon or cover up or make such other use as such owner thinks fit of the land the subject matter of such easement without being bound to throw the same into the street or to give to the Company any access thereto Provided that such filling up shall be so carried out that the centre line of the tramroad of the Company shall form the centre line of the street.

6. Paragraph 20 of the scheduled agreement shall be cancelled and the following provisions shall have effect in lieu thereof (that is to say):—

“ The Company shall provide free of cost to the owner for the time  
“ being of the Hesketh Estate all reasonable and necessary facilities  
“ for the construction at the cost of the owner for the time being  
“ of the Hesketh Estate and the maintenance and user of one tram  
“ line across Tramroad No. 1 at or nearly at right angles thereto at  
“ Crossing Number 5 on the signed plan or at any other crossing  
“ or point to be from time to time determined by the owner for the  
“ time being of the Hesketh Estate to the intent that such owner  
“ shall be at liberty from time to time at his own expense to alter the  
“ position of the tram line to be so constructed such owner paying to  
“ the Company all expenses to be incurred by them in or by reason  
“ of any alterations or reconstruction of their tramroads or works

A.D. 1904.

“ rendered necessary by such alteration Provided that such owner  
 “ shall not whilst constructing removing or working such tram line  
 “ unnecessarily interfere with or unreasonably interrupt the traffic or  
 “ the proper and regular working of the Company’s tramroad or the  
 “ cars and other vehicles thereon.”

7. In lieu of paragraph 15 of the scheduled agreement and the provisions contained in subsection 7 of the protective section the following provisions shall have effect (that is to say):—

“ The Company shall afford all reasonable facilities at Crossing Number 3 shown on the signed plan and also at Crossing Number 5 or at such other point in lieu thereof as the owner of the Hesketh Estate for the time being shall reasonably determine for passenger traffic from and to both these crossings or other points to and from Southport and Lytham and shall stop a reasonable number of trams thereat daily from and after the opening of Tramroad No. 1.”

8. The costs of conveyance mentioned in section 82 of the Lands Clauses Consolidation Act 1845 and the further sum of thirty guineas towards the other legal charges incurred by the owner and the sum of forty-two pounds for the fees and charges of Mr. Henry Hartley the surveyor employed by the owner shall be paid by the Company but nevertheless they shall have the right to tax the said costs of conveyance.

9. This agreement shall be scheduled in the Bill and a clause shall be inserted in the Bill confirming the same and making it binding on the Company and the owner and the Bill shall subject to Parliament be amended in Committee of the House of Lords so as to conform to the terms of this agreement.

10. On the signing of this agreement the owner of the Hesketh Estate for the time being shall abstain from further opposition to the Bill except so far as may be necessary for securing that the Bill makes provision for giving effect to the terms of this agreement.

11. Paragraph 33A of the scheduled agreement shall be cancelled.

12. The owner hereby admits the validity of the notices to treat served upon the owner and upon the Hesketh Golf Club.

13. All proceedings in the action by the owner against the Company in the Chancery of the county palatine of Lancaster shall be stayed each party paying its own costs of such action.

14. Nothing herein contained shall preclude or be deemed to preclude the owner for the time being of the Hesketh Estate from opposing any application for any extension of time for the completion of the works or for the abandoning their undertaking or any part thereof or for obtaining repayment of the deposit fund mentioned in the scheduled agreement or any part thereof and nothing herein contained shall preclude or be deemed to preclude such owner from claiming to be compensated out of the deposit fund as a landowner whose property has been interfered with or otherwise

rendered less valuable within the meaning of section 47 of the Southport District Tramroad Act 1899 of which the marginal note is "Application of deposit." A.D. 1904.

15. The scheduled agreement as altered by the protective section and these presents shall continue in full force.

16. This agreement is made subject to such alteration as Parliament shall see fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to either party to withdraw the same and the Company will not proceed by the Bill with any scheme to authorise the construction of Tramroad No. 1 across the Hesketh Estate otherwise than in accordance with the signed plan.

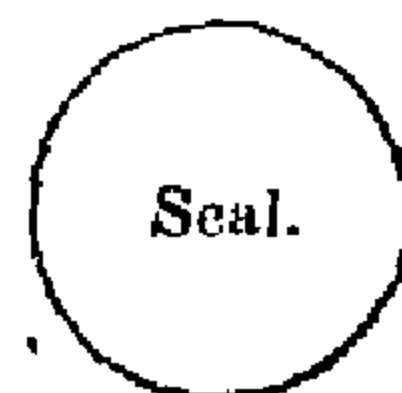
17. If at any time any question except as aforesaid is provided shall arise between the parties to this agreement as to the intent effect and meaning of this agreement the scheduled agreement and the protective section or any of them every such question shall unless otherwise satisfactorily arranged and disposed of be referred to arbitration according to the provisions of the Arbitration Act 1889 or any statutory modification or re-enactment thereof.

In witness whereof the said Company hath hereunto affixed its common seal and the said Charles Hesketh Bibby Hesketh hath hereunto set his hand and seal the day and year first before written.

Passed under the common seal of the Southport and  
Lytham Tramroad Company in the presence of }

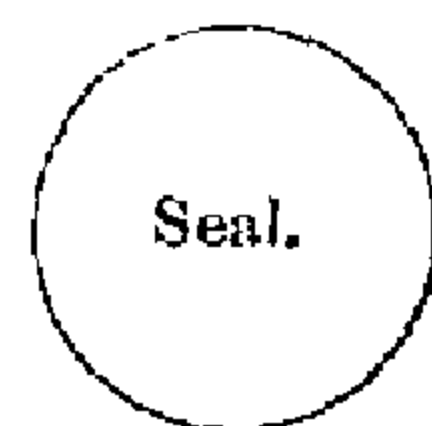
H. A. WATSON  
COARD S. PAIN } Directors.

CHALMERS WADE & Co.  
Secretaries.



Signed sealed and delivered  
by the said Charles Hesketh Bibby Hesketh in  
the presence of }

CHARLES H. BIBBY HESKETH.



(GEORGE COCKSHOTT  
Solicitor  
Southport

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