



## CHAPTER lxvi.

An Act to authorise the Lancashire and Yorkshire Railway Company to construct new railways to widen certain existing railways and construct other works to acquire additional lands and for other purposes. A.D. 1913.

[15th August 1913.]

**W**HEREAS it is expedient that the Lancashire and Yorkshire Railway Company (herein-after called "the Company") should be authorised—

To make and maintain the new railways herein-after described;

To widen and improve certain portions of their railway;

To construct the further works herein-after referred to;

To purchase and hold additional lands for the general purposes of their undertaking; and

To raise additional capital:

And whereas the time limited by the Lancashire and Yorkshire Railway Act 1891 for the completion of Railway No. 2 described in and authorised by that Act was extended by the Lancashire and Yorkshire Railway Act 1910 and will expire on the thirty-first day of July one thousand nine hundred and thirteen: 54 & 55  
Vict. c. xcix.

And whereas the time limited by the Lancashire and Yorkshire Railway (Various Powers) Act 1902 for the completion of Railways Nos. 2 and 3 described in and authorised by that Act was extended by the said Act of 1910 and will expire on the thirty-first day of July one thousand nine hundred and thirteen: 10 Edw. 7.  
& 1 Geo. 5.  
c. cxxiv.

[Price 4s. 3d.]

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4 Edw. 7.  
c. cxlix.

And whereas the time limited by the Lancashire and Yorkshire Railway (Various Powers) Act 1904 for the completion of Railway No. 1 described in and authorised by that Act was extended by the said Act of 1910 and will expire on the thirty-first day of July one thousand nine hundred and fourteen :

And whereas by the Axholme Joint Railway (Hatfield Moor Extension Light Railway) Order 1905 the Company and the North Eastern Railway Company (in the said Order and hereinafter referred to as "the joint companies" were authorised to construct among other works a Railway No. 2 in the county of Lincoln described in the said Order :

9 Edw. 7.  
c. xlviii.

And whereas by the Lancashire and Yorkshire and North Eastern Railways Act 1909 the joint companies were authorised to construct a light railway in the West Riding of the county of York (to be called the Hatfield Moor Further Extension Railway) in extension of the light railways authorised by the said Order of 1905 :

And whereas the time limited by the said Order of 1905 for the completion of the said Railway No. 2 authorised by that Order was extended by the said Act of 1909 and will expire on the fifth day of August one thousand nine hundred and fourteen and the time limited by the said Act of 1909 for the completion of the said Hatfield Moor Further Extension Railway will expire on the sixteenth day of August one thousand nine hundred and fourteen :

And whereas it is expedient that the time limited by the said Acts respectively for the completion of the works hereinbefore referred to should be extended or further extended as provided by this Act :

And whereas it is expedient that further powers should be conferred upon the Dearne Valley Railway Company as in this Act provided :

And whereas it is expedient that the other provisions contained in this Act should be made :

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

And whereas plans and sections showing the lines and levels of the railways the widenings and the other works authorised by this Act and the lands in or through which the same

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are intended to be made and plans of the lands which are authorised to be acquired under the powers of this Act and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands have been deposited as regards the railways the widenings and other works lands and property in Lancashire with the clerk of the peace for the county palatine of Lancaster and as regards the railways and other works lands and property in the West Riding of the county of York with the clerk of the peace for the said West Riding and those plans sections and books of reference are in this Act referred to as the deposited plans sections and books of reference respectively :

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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 Lancashire and Yorkshire Railway Act 1913. Short title.

2. The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (Construction of a Railway) and Part II. (Extension of Time) of the Railways Clauses Act 1863 are (except where the same are expressly varied by this Act) incorporated with and form part of this Act. Incorporation of general Acts.

3. Subject to the provisions of this Act the provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):— Applying certain provisions of Companies Clauses Acts.

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 ;

The consolidation of the shares into stock ;

The making of dividends ;

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The giving of notices; and

The provision to be made for affording access to the special Act by all parties interested;

and Parts I. II. and III. of the Companies Clauses Act 1863 relating respectively to the cancellation and surrender of shares to additional capital and to debenture stock as amended by subsequent Acts shall be applicable to the capital and moneys hereby authorised to be raised by shares or stock or mortgage or debenture stock and to the proprietors thereof.

Interpretation.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction.

Power to make railways and widen portions of railways &c.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels and within the limits of deviation shown on the deposited plans and sections the railways the widenings of portions of their existing railways and the works herein-after described with all proper stations junctions lines of rail sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes (that is to say):—

NEW RAILWAYS.

In the county of Lancaster—

*Connecting Line at Lostock Junction.*

Railway No. 2 (4 furlongs 3 chains or thereabouts in length) in the parish and county borough of Bolton commencing by a junction with the Liverpool and Bury Railway of the Company as authorised to be widened under the powers of the Lancashire and Yorkshire Railway Act 1907 near the bridge carrying Chulsey Gate Lane over the said railway and terminating by a junction with the Bolton and Preston Railway of the Company as authorised to be widened under the powers aforesaid about 52 chains west of the bridge carrying Lostock Junction Lane over the said railway.

*Connecting Line at Royton Junction.*

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Railway No. 3 (2 furlongs 4·31 chains or thereabouts in length) commencing in the parish and urban district of Royton by a junction with the Royton Branch Railway of the Company near the bridge carrying Higginshaw Lane over the said railway and terminating in the parish and county borough of Oldham by a junction with the Oldham Rochdale and Royton Railway of the Company near the bridge carrying Woodstock Road over the last-mentioned railway.

In the West Riding of the county of York—

*Connecting Line at Knottingley.*

Railway No. 4 (1 furlong 8·5 chains or thereabouts in length) in the parish and urban district of Knottingley commencing by a junction with the Askern Branch Railway of the Company at a point about 8 chains south-east of the bridge carrying Spawd Bone Lane over the said branch railway and terminating by a junction with the Wakefield Pontefract and Goole Railway of the Company at a point about 20 chains east of the bridge carrying Headlands Road over the said last-mentioned railway.

*Railway at Goole.*

Railway No. 5 (2 miles 1 furlong 9 chains or thereabouts in length) commencing in the parish of Goole Fields in the rural district of Goole by a junction with the Axholme Joint Railway belonging to the Company and the North Eastern Railway Company at a point about 3 chains south-east of the mile-post indicating  $1\frac{1}{4}$  miles from Marshland Junction and terminating in the parish and urban district of Goole in the field numbered 13 on the twenty-five inch Ordnance map (1906) Yorkshire East Riding West Riding sheet CCLII. 4 at or near the northern boundary fence of the said field.

WIDENINGS OF RAILWAY.

In the county of Lancaster—

*Widening Railway at Liverpool.*

Widening (No. 1) on both sides of the Liverpool and Bury Railway of the Company in the parish city and

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county borough of Liverpool commencing at a point on the said railway near the bridge carrying that railway over Chadwick Street and terminating at a point on the said railway near the bridge carrying the same over Glegg Street.

*Widening at Fazakerley.*

Widening (No. 2) on both sides of the Aintree and Bootle Branch Railway of the Company commencing in the parish and rural district of Sefton at a point on the said railway near the bridge carrying that railway over the Liverpool Ormskirk and Preston Railway of the Company and terminating in the parish of Fazakerley in the city and county borough of Liverpool at a point on the said railway at or near the footbridge over the said Aintree and Bootle Branch Railway near the railway signal works at Fazakerley.

*Widening at Lostock Junction.*

Widening (No. 3) on both sides of the Bolton and Preston Railway of the Company in the parish and county borough of Bolton commencing at a point on the said railway at or near the east side of the bridge carrying Lostock Lane over the said railway and terminating at a point on the said railway about 47 chains east of the said bridge.

Height of  
bridges.

6. The Company may make the arches of the bridges for carrying Widening No 2 by this Act authorised over the roads next herein-after mentioned of any heights not less than the heights herein-after mentioned in connexion therewith respectively (that is to say):—

No. on deposited Plan.	Parish.	Description of Road.	Height.
WIDENING AINTREE AND BOOTLE BRANCH—WIDENING NO. 2.			
53	Walton-on-the-Hill -	Public carriage road -	Ft. Ins. 14 4
77	Walton-on-the-Hill -	Public carriage road -	14 8

Width of  
roadway  
over certain  
bridge.

7. The Company may make the roadway over the bridge by which the road numbered on the deposited plans 4 in the parish of Knottingley will be carried over Railway No. 4 of

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such width between the fences thereof as the Company think fit not being less than eighteen feet four inches. A.D. 1913.

8. The Company may divert the existing footpath along the eastern boundary of the property numbered on the deposited plans 8 in the parish of Bolton in the manner shown upon the deposited plans and subject to the provisions of this Act may stop up and cause to be discontinued as a footpath so much of the existing footpath as will be rendered unnecessary by the new portion of footpath so shown on the said plans.

Power to divert footpath as shown on deposited plans.

9. Subject to the provisions of this Act the railways and widenings of the Company's railway authorised by this Act shall for the purposes of tolls rates and charges and all other purposes whatsoever be part of the Lancashire and Yorkshire Railway.

Railways and widenings to form part of Lancashire and Yorkshire Railway.

10. If the new railways authorised by this Act be not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof respectively as is then completed.

Period for completion of railways.

11. If the Company fail within the period limited by this Act to complete any of the new railways by this Act authorised the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the new railway in respect of which default is made is completed and opened either for the public conveyance of passengers or for the conveyance of merchandise traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of such new railway and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854. And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided. But no

Penalty unless railways opened within time limited.

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Application  
of penalty.

**12.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of such new railway 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 for the purposes of such new railway and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit And if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent be paid or 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 repaid or re-transferred to the Company.

Company  
not liable to  
repair sur-  
face of road  
the gradient  
of which is  
not in-  
creased.

**13.** Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the new railways and widenings of railway by this Act authorised by a bridge or bridges unless the level of such road or public highway is permanently altered so as to increase the gradient of any part thereof.

Protection  
of gas and  
water mains

**14.** The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this



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Act extend and apply to the water and gas mains pipes and apparatus of any local authority or a joint committee of local authorities and shall be construed as if such local authority or such joint committee 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 or such joint committee to which their revenues in respect of water or gas (as the case may be) are appropriated.

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of local  
authorities.

**15.** Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the works herein-after described and may exercise the powers herein-after mentioned and may for the purposes aforesaid make such alterations in the levels of the streets roads and footpaths affected thereby as are shown upon the deposited plans and sections and in addition to any other lands which they are by this Act authorised to acquire may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for the purposes of this section (that is to say) :—

Further  
works by  
Company.

The Company may—

In the county of Lancaster—

(a) In the parish and urban district of Little Crosby construct a bridge for foot passengers with approaches thereto over the Liverpool Crosby and Southport Railway of the Company at the south end of Hightown Station such work commencing at a point about fifteen yards eastward and terminating at a point about fourteen yards westward of the centre of such railway;

And in connexion with the said work the Company may stop up for foot passengers the level crossing between the points of commencement and termination of the said footbridge and the said footbridge shall be in lieu of the footbridge on the south side of the Alt Road in the township of Little Crosby referred to in section 13 of the Lancashire and Yorkshire Railway Act 1884 and that section shall be read accordingly :

(b) In the parish and urban district of Adlington construct a new footpath commencing at a point in

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the footpath crossing the Bolton and Preston Railway of the Company on the level about 4 chains or thereabouts north-west of Adlington Junction Signal Box and terminating in the road leading from Chorley to Adlington ;

And the Company may stop up so much of the said existing footpath as lies between the point of commencement of the proposed footpath and the said road :

(c) In the parish and urban district of Crompton increase the span of or make additional arches or openings under Linney Lane at the eastern end of the bridge carrying that lane over the Oldham Rochdale and Royton Railway of the Company :

(d) In the parish and borough of Ashton-under-Lyne increase the span of or make additional arches or openings under Oldham Road at the southern end of the bridge carrying that road over the Ashton Branch Railway of the Company :

Provided that notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not enter upon take or use any of the land belonging to the London and North Western Railway Company numbered on the deposited Plans 5 in the parish of Ashton-under-Lyne except with the consent in writing of that company :

(e) In the parish and county borough of Burnley make a new bridge over Smallshaw Lane Rose Grove at a point in that lane about twenty-seven yards measured in a northerly direction along the said lane from the northernmost side of the existing bridge carrying the Accrington and Colne Extension Railway of the Company over that lane and carry rails or sidings over the said new bridge :

(f) In the parish and county borough of Bury lengthen and extend on the western side thereof the bridge by which the East Lancashire Railway of the Company is carried over the road known as Tanpits Road leading from Castlecroft Road to School Brow :

(g) In the parish and borough of Nelson increase the span of or make additional arches or openings at

the south-eastern end of the bridge carrying Walton Lane over the Accrington and Colne Extension Railway of the Company : A.D. 1913.

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(*h*) In the parish and urban district of Hebden Bridge widen on the south-east side thereof the Princess Bridge and the road over the same from the north-eastern end of the private approach road of the Company leading to Hebden Bridge Station to Burnley Road :

(*i*) In the parish city and county borough of Bradford make arches or openings under Britannia Street between the junction of that street with Croft Street and a point about fifteen yards south-east of the said junction and carry rails or sidings under and across that street :

Provided that the power conferred upon the Company with reference to the works referred to in subsection (*i*) of this section shall only be exercised subject to and in accordance with the terms and conditions of an agreement dated the seventeenth day of January one thousand nine hundred and thirteen made between the lord mayor aldermen and citizens of the city of Bradford of the one part and the Company of the other part :

(*j*) In the parish and urban district of Horbury divert along the southern side of the main line of railway the footpath on the northern side of that railway from a point at the eastern end of Junction Lane to a point at the southern end of the bridge carrying the said railway over the existing footpath and the Company may stop up the existing footpath between the said points.

**16.** Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily or by agreement and may hold for the purposes of this Act and for the improvement and enlargement of their railways stations and works and for the construction of new stations engine sheds and other works and buildings and sidings and other the purposes of their undertaking the lands herein-after described so far as such lands are delineated upon the deposited plans and described in the deposited books of reference and may hold such of those

Power to Company to purchase additional lands and to construct works.

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In the county of Lancaster —

(1) Lands partly in the parish and urban district of Brierfield and partly in the parish and borough of Nelson abutting upon the south-eastern boundary fence of the Accrington and Colne Extension Railway of the Company And in connexion therewith the Company may divert so much of the existing footpath leading from Manchester Road to Little Marsden and crossing the said railway on the level about 16 chains north-east of the said boundary as extends for a length of about  $3\frac{1}{2}$  chains measured along such footpath from its junction with the said Manchester Road:

(2) Lands in the said parish and borough of Nelson situate between the said railway of the Company and Manchester Road:

(3) Lands in the said parish and borough of Nelson abutting upon and extending along the south-eastern boundary fence of the said railway of the Company at or near Walton Lane:

(4) Lands in the parish and county borough of Salford bounded on the north and west by the Salford Goods Station of the Company on the south by the towing-path of the River Irwell and on the east by the warehouse numbered 15 Stanley Street And in connexion therewith the Company may divert the existing footpath between the said towing-path and Stanley Street and when and so soon as the Company are the owners of the lands on both sides thereof they may stop up so much of Stanley Street as is co-extensive with such lands:

(5) Lands in the parish and urban district of Ormskirk bounded on the south and west by the passage known as Moss View and comprising the premises 1 2

and 3 Moss View with the yard and premises at the rear thereof the vacant land to the south of Number 3 Moss View and land at the north-west corner of the Ormskirk Congregational Chapel Yard : A.D. 1913.

(6) Lands in the parish and urban district of Great Crosby situate on the north-eastern side of the Blundell-sands and Crosby Passenger Station of the Company :

(7) Lands in the parish of Melling in the rural district of West Lancashire abutting upon the north-westerly boundary fence of the Liverpool and Bury Railway of the Company :

(8) Lands partly in the parish of Walton-on-the-Hill and partly in the parish of Fazakerley both in the city and county borough of Liverpool abutting upon the northern boundary fence of the Aintree and Bootle Branch Railway of the Company :

(9) A strip of land in the parish and county borough of Wigan adjoining the north-easterly boundary fence of the Wigan and Southport Railway of the Company :

(10) Lands in the parish of Pendlebury in the urban district of Swinton and Pendlebury abutting upon and extending along the eastern boundary fence of the towing-path of the Manchester Bolton and Bury Canal of the Company :

(11) Lands in the parish and county borough of Bolton lying between the north-western boundary fence of the Bolton and Blackburn Railway of the Company and Clive Street and abutting upon the eastern side of Silverwell Lane :

(12) Lands in the parish and urban district of Farnworth abutting upon the north-easterly boundary fence of the Manchester and Bolton Railway of the Company and extending--

(a) From Devon Street to the north-west side of Lower Rawson Street ;

(b) From the south-east side of Lower Rawson Street to the passage at the back of the houses fronting to Darley Grove :

(13) Lands partly in the said parish and urban district of Farnworth and partly in the parish and urban

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district of Kearsley abutting upon the north-easterly boundary fence of the said railway and extending from Darley Grove to the passage at the back of the houses fronting to Cemetery Road:

(14) Lands in the parish and urban district of Kearsley as follows:—

(a) A strip of land parallel to and at a distance of about forty yards northwards from the said railway of the Company and extending from Cemetery Road to a point about seven yards west of the western side of Clammerclough Road;

(b) Lands abutting upon the south-westerly boundary fence of the said railway of the Company and situate between points respectively about one hundred and fifty-three yards and five hundred and seventy yards measured along the said fence in a south-easterly direction from Clammerclough Road:

(15) Lands in the parish of Clifton in the rural district of Barton-upon-Irwell comprising the whole or parts of enclosures numbered 14, 64 and 65 on the twenty-five inch Ordnance maps (1909) Lancashire sheets XCV. 16 and XCVI. 13:

(16) Lands in the parish and urban district of Radcliffe lying between the Radcliffe West Fork and the Bradley Fold Extension Railway of the Company:

(17) Lands in the parish of Ainsworth in the rural district of Bury abutting upon and extending along the southern boundary fence of the Liverpool and Bury Railway of the Company:

(18) Lands in the parish and county borough of Burnley abutting upon the northern boundary fence of the Accrington and Colne Extension Railway of the Company at Rose Grove:

(19) A strip of land in the said parish and county borough of Burnley abutting upon the southern boundary fence of the said Accrington and Colne Extension Railway of the Company:

(20) Lands in the parish and urban district of Chaderton abutting upon the easterly boundary fence of the main line of the Company:

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(21) Lands in the parish and borough of Todmorden abutting upon the south-easterly side of the Todmorden Goods Station of the Company and comprising the premises known as Todmorden Hall and the roadway along the southern boundary of those premises :

(22) Lands in the parish and urban district of Knottingley abutting upon the northerly fence of the Wakefield Pontefract and Goole Railway of the Company ;

And in connexion therewith the Company may stop up so much of Middle Lane as is shown upon the deposited plans as intended to be stopped up :

(23) Lands in the parish of Askern in the rural district of Doncaster abutting upon the south-westerly boundary fence of the Askern Branch Railway of the Company :

(24) Lands in the parish and urban district of Hebden Bridge lying between the River Calder and the Rochdale Canal.

**17.** Where this Act authorises the diversion of a road or public footpath and the stopping up of an existing road or public footpath or portion thereof such stopping up shall not take place until in the case of a new road the new road is completed to the satisfaction of the road authority of the district in which the existing road is situate and is open for public use or in case of difference between the Company and the road authority until two justices shall have certified that the new road has been completed to their satisfaction and is open for public use and in the case of a footpath until two justices shall have certified that the new footpath has been completed to their satisfaction and is open for public use.

Stopping up  
roads and  
footpaths  
in case of  
diversion.

Before applying to the justices for their certificate in the case of a new road the Company shall give to the road authority seven days' notice in writing of their intention to apply for the same.

As from the completion of the new road to the satisfaction of the road authority or as from the date of the said certificate (as the case may be) all rights of way over or along the existing road or portion or over or along the existing footpath

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Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

As to repair  
&c. of substituted  
roads and  
footpaths.

**18.** The road authorities of the districts in which the diverted roads or footpaths described in and authorised by the foregoing sections of this Act the marginal notes whereof are respectively "Further works by Company" and "Power to Company to purchase additional lands and to construct works" are situate shall (unless otherwise expressly agreed) respectively repair and maintain so much thereof as is situate in their respective districts Provided that unless otherwise agreed the structure of every bridge shall be repaired and maintained by the Company.

The Company and any such road authority may enter into and fulfil agreements for and in relation to the construction of and for or in relation to the repair and maintenance of such diverted roads or footpaths Any such agreements shall be deemed to be purposes of the public Acts under which such respective road authorities have jurisdiction and any expenses incurred in relation to such agreements shall be deemed to be expenses incurred for the purposes of those Acts :

Provided that if any work executed by a road authority in pursuance of any such agreement involves an alteration of a telegraphic line belonging to or used by the Postmaster-General the enactments contained in section 7 of the Telegraph Act 1878 shall apply to such alteration as if the road authority were an "undertaker" within the meaning of that Act.



**19.** The Company may stop up any roads and footpaths or portions of roads or footpaths which are marked on the deposited plans as intended to be stopped up or are by this Act authorised to be stopped up and thereupon all public rights of way over any such road or footpath or portion of road or footpath shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the roads and footpaths so stopped up but no such road or portion of road shall be stopped up unless the Company are owners in possession of all houses and lands abutting on both sides thereof except so far as the owners lessees and occupiers of the houses and lands so abutting may otherwise agree:

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As to stopping up roads &c.

Provided that nothing contained in this section or shown upon the deposited plans shall authorise the Company to stop up any portion of Blundellsands Road East in the parish and urban district of Great Crosby.

**20.** All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

As to private rights of way over lands taken compulsorily.

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

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

- (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:

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- (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 the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Board of Trade and the Arbitration Act 1889 shall apply to the reference :
- (4) The 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 enactment :
- (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: A.D. 1913.

- (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 compensate 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.

**22.** The Company in constructing the several works authorised by the sections of this Act the marginal notes whereof are respectively "Further works by Company" and "Power to Company to purchase additional lands and to construct works" may deviate from the centre lines shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively and may deviate from the levels shown on the deposited sections to any extent not exceeding three feet but not so as to increase the gradient of any work as shown on the said sections. Power to deviate in construction of works.

**23.** And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:— Owners may be required to sell parts only of certain properties.

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the schedule to this Act and whereof a portion only

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is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties":

- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the inquiry shall be borne and paid by the owner: A.D. 1913.
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

**24.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the

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provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act or any of the purposes of their undertaking in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to  
Company to  
enter upon  
property for  
survey and  
valuation.

**25.** The Company and their surveyors officers contractors and workmen may from time to time at all reasonable times in the day upon giving in writing for the first time twenty-four hours' and afterwards from time to time twelve hours' previous notice enter upon and into the lands houses and buildings by this Act authorised to be taken and used as aforesaid or any of them for the purpose of surveying and valuing the said lands houses and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands houses and buildings.

Costs of  
arbitration  
in certain  
cases.

**26.** The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing

the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section. A.D. 1913.

**27.** In settling any question of disputed purchase money or compensation payable under this Act by the Company the court or person settling the same shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the nineteenth day of November one thousand nine hundred and twelve if in the opinion of such court or person the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act. Compensation in case of recently altered buildings acquired by Company.

**28.** Notwithstanding anything in this Act contained the following provisions for the benefit and protection of the lord mayor aldermen and citizens of the city of Manchester (in this section called "the corporation") shall unless otherwise agreed in writing under seal between the Company and the corporation be binding upon the Company and full effect shall be given thereto. For protection of corporation of Manchester.

In the exercise by the Company of the powers of this Act relating to Railway No. 2 (connecting line at Lostock Junction) the following provisions shall have effect:—

(1) The said Railway No. 2 and the works relating thereto shall not be constructed in or upon any part of the land forming the site of the Thirlmere Aqueduct and lines of water pipes of the corporation and the subways thereof as now existing or authorised or within ten feet from any part thereof except with the consent in writing under seal of the corporation which consent shall not be unreasonably withheld In the event of such consent being given the following provisions shall have effect:—

(a) The Company shall at their own cost provide a subway or subways under the said Railway No. 2 in continuation or independently (as the case may require) of the existing subway or subways

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constructed under the powers of the corporation conferred by or acquired under the Manchester Corporation Waterworks Act 1879 and of any further subway or subways which the corporation may construct under the Company's Bolton and Preston Railway under the powers of a certain grant of easements by the Company to the corporation dated the thirtieth day of December one thousand eight hundred and ninety-three in which subway or subways the pipes in connexion with the Thirlmere Aqueduct are now or may hereafter be laid Every such subway or subways in continuation or independent of the existing subway or subways shall throughout the whole of the works of the said Railway No. 2 carried out under the powers of this Act be of the same dimensions and materials as have been or may be adopted in regard to the existing subway or subways The Company shall at their own cost provide the necessary man-holes in substitution for or in addition to those now existing in order to give access to the aforesaid subway or subways and the corporation shall have the exclusive use of such subway or subways with access thereto for the purpose of protecting the said aqueduct and lines of pipes and enabling them to repair and renew the same and to lay down additional pipes and to remove pipes;

(b) In constructing the said Railway No. 2 and works connected therewith suitable arrangements shall be made by and at the cost of the Company for the protection of the aqueduct of the corporation and all lines of pipes forming part thereof in accordance with plans to be submitted to and reasonably approved by the corporation and the said Railway No. 2 and works connected therewith so far as they affect such aqueduct or lines of pipes and all works provided for by this subsection shall be constructed and executed under the superintendence and to the reasonable satisfaction of the waterworks engineer of the corporation;

(c) Whenever in the construction or maintenance of the said Railway No. 2 and works connected



therewith it shall be necessary to alter or interfere with or disturb any of the water mains or apparatus belonging to the corporation such alteration interference or disturbance together with such additional works as may be necessary for the effectual continuance of the supply of water shall be carried out by or under the direction of the corporation but at the expense in all respects of the Company;

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(d) The said Railway No. 2 and works connected therewith and the works provided for in paragraphs (a) (b) and (c) of this subsection shall be executed in such manner as not to cause any injury to the aqueduct lines of pipes and works of the corporation or interruption to the passage or flow of water through such aqueduct and lines of pipes and if any injury or interruption thereto shall arise consequent upon the works carried out by the Company they shall make compensation to the corporation in respect thereof;

(e) The Company shall bear and on demand pay to the corporation all expenses of employment by them of a sufficient number of inspectors and watchmen to be appointed by the corporation for watching their aqueduct and works with reference to and during the execution of the said connecting line of railway and any works in connexion therewith:

- (2) If any difference shall arise between the corporation and the Company or their respective engineers as to whether the consent referred to in subsection (1) of this section is unreasonably withheld or touching any other matters referred to in this section or anything to be done or not to be done or any money to be paid thereunder such difference shall be referred to and determined by an engineer to be nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the corporation or the Company and subject thereto the provisions of the Arbitration Act 1889 shall apply to the reference.

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For protec-  
tion of  
Bolton Cor-  
poration.

29. For the protection of the mayor aldermen and burgesses of the county borough of Bolton (in this section called "the corporation" and "the borough" respectively) the following provisions shall unless otherwise agreed between the corporation and the Company apply and have effect with respect to any works by this Act authorised to be executed by the Company within the borough (that is to say):—

- (1) In this section the expressions "the signed Plan No. 1" and "the signed Plan No. 2" mean the plans respectively signed in duplicate by Donald Maclean the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Office of the Clerk of the Parliaments in the House of Lords "the Act of 1907" means the Lancashire and Yorkshire Railway Act 1907:
- (2) The Company shall contemporaneously with the execution of any of the works within the borough by this Act authorised construct and maintain the footbridge mentioned in subsection (6) of section 28 of the Act of 1907 in manner provided by that subsection:
- (3) The Company shall construct the diversion of footpath numbered on the deposited plans 8 in the parish of Bolton of a width of not less than eight feet between the fences:
- (4) The Company before they stop up for the purposes of Railway No. 2 by this Act authorised the footpaths upon or across the properties numbered on the deposited plans 7 8 9 and 10 shall construct and maintain to the reasonable satisfaction of the corporation a substituted footpath in such position as the corporation may reasonably direct at or about the position indicated by the red line G.H. on the signed Plan No. 1 and thereon marked "Proposed line of diverted footpath" and shall carry the substituted footpath over Railway No. 2 by this Act authorised by means of a footbridge with convenient approaches thereto by steps The said substituted footpath shall be of the width of not less than six feet throughout:

- (5) Notwithstanding anything shown on the deposited plans the Company shall not (except as herein-after provided) stop up the existing footpath upon or across the properties numbered 22 23 and 24 on the deposited plans of Widening No. 3 by this Act authorised but may and before constructing the said widening over the said footpath shall construct and maintain to the reasonable satisfaction of the corporation and in such position as the corporation may reasonably direct at or about the point where the footpath crosses the Bolton and Preston Railway of the Company a footbridge six feet in width with convenient approaches thereto by steps to carry the said footpath across the said railway and widening : A.D. 1913.

On the completion of the said footbridge all rights of way over the said existing footpath between the points of commencement and termination of the said footbridge and approaches shall be extinguished and the Company may also stop up the portion between the fences of the said railway as widened of the footpath crossing the said railway on the level at or near a point about 1 furlong 2 chains from the commencement of the said Widening No. 3 :

- (6) (a) The corporation on giving to the Company notice in writing shall be at liberty to widen on the easterly side thereof the bridge and the approaches thereto carrying Lostock Lane over the Bolton and Preston Railway of the Company and the widening thereof by this Act authorised so as to make Lostock Lane of a width of not more than forty-two feet between the parapets in accordance with plans sections and specifications to be previously submitted to and reasonably approved in writing by the Company's engineer Provided that if the said engineer shall fail to approve or disapprove of such plans sections and specifications within one month from the submission thereof the same shall be deemed to have been approved by him :

(b) The Company shall afford all reasonable facilities for the construction and maintenance of the widening of the said bridge and approaches and shall grant to

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the corporation free of cost such land belonging to the Company and not required for railway purposes and also such easement or easements over the said railway and widening and land of the Company required for railway purposes as may be necessary for the construction and maintenance of the widening of the said bridge and approaches :

- (7) (a) The corporation on giving to the Company notice in writing shall be at liberty to construct a bridge not exceeding forty-two feet in width between the parapets over and across the said Bolton and Preston Railway of the Company and the widening thereof authorised by this Act or by the Act of 1907 (as the case may be) and other land of the Company required for railway purposes and acquired under the powers of either of those Acts in such position as they may think fit between the point marked X and the point marked Y on the signed Plan No. 2 Such bridge shall be constructed in accordance with plans sections and specifications to be previously submitted to and reasonably approved in writing by the Company's engineer Provided that if the said engineer shall fail to approve or disapprove of such plans sections and specifications within one month from the submission thereof the same shall be deemed to have been approved by him :
- (b) The Company shall afford all reasonable facilities for the construction and maintenance of the bridge and approaches thereto and shall grant to the corporation free of cost such land belonging to the Company and not required for railway purposes and also such easement or easements over the said railway and widening and land of the Company required for railway purposes as may be necessary for the construction and maintenance of the said bridge and approaches :
- (8) All works in connexion with the construction of the widening of the bridge or the new bridge provided for in subsections (6) and (7) of this section shall be executed under the superintendence and to the reasonable satisfaction of and at such times as shall be reasonably approved by the engineer of the Company

and so as not to occasion any stoppage or interruption of or interference with or obstruction or injury to the traffic or passage along the railway and all losses costs charges damages and expenses arising out of the construction or maintenance of such works as herein-before provided whether sustained by the Company or other party using the railway shall from time to time as often as the same shall happen or arise be made good by the corporation to the Company or other party by whom the same shall have been incurred or sustained unless the same shall have happened or arisen by or through the wilful neglect or default of the Company or other party using the railway or their or any of their servants or agents :

- (9) Notwithstanding anything contained in the section of this Act the marginal note whereof is " Company " not liable to repair surface of road the gradient of " which is not increased " the Company shall maintain the surface of the footpaths over the said bridges and the approaches thereto and the surface of the diversions of roads or footpaths authorised by this Act to be executed by the Company in the borough in good repair at their own expense for the entire width of such footpaths and diversions of roads or footpaths respectively and in case the corporation shall carry out any widening under subsection (6) of this section the Company shall be under the same liability to maintain the existing bridge or any structure which may be substituted therefor and the approaches thereto and the surface of the road over the same for a width of twenty-four feet as they may be under at the passing of this Act :
- (10) If the Company construct any portion of the said Railway No. 2 over any lands in or under which any sewer manhole or other work of the corporation may be situate the corporation shall be at liberty to divert and reconstruct such sewer manhole or other work in such position in such manner and of such materials as they may reasonably think fit and the reasonable expenses incurred by the corporation in the diversion and reconstruction of any such

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sewer manhole or other work (including the payment for any easement required for such diverted sewer manhole or other work) or in connecting the same with the parts of the sewers not diverted shall be repaid to them by the Company and the corporation shall be at liberty at any time or from time to time as and when they think fit to lay down any additional length of sewer or sewers rendered necessary by any such diversion and to connect the same with the said diverted sewer or sewers the Company affording all necessary privileges and granting the necessary easements therefor free of cost but any such additional length of sewer shall be laid in such situation and manner as the Company's engineer shall have reasonably approved and the work so far as it may affect the land of the Company shall be carried out under his superintendence and to his reasonable satisfaction :

- (11) The corporation shall be entitled by the borough engineer and their agents servants and workmen as and when and so far as necessary upon giving to the Company (except in cases of emergency) twenty-one days' notice in writing to enter upon the railways and works of the Company by this Act authorised for the purpose of maintaining examining repairing renewing and relaying the sewers manholes and other works of the corporation and of laying new and additional sewers manholes drains and pipes and the Company shall give to the corporation all reasonable facilities for effecting such purposes and the Company shall if and when necessary at their own expense provide a sufficient number of watchmen and signalmen to regulate the traffic and to watch and signal the railways during the carrying out of the works and duties referred to in the last preceding subsection so as to prevent as far as may be all interference obstruction danger or accident to the servants agents and workmen of the corporation :
- (12) If in the execution of the powers of this Act it shall be necessary to alter interfere with or disturb any existing or to lay down any new gas or water mains or pipes such alterations interference or disturbance

shall be executed and such new mains or pipes shall be laid down by the corporation and the reasonable expense incurred by the corporation shall be paid to them by the Company : A.D. 1913.

- (13) The provisions contained in subsection (11) of section 14 (For protection of Bolton Corporation) of the Lancashire and Yorkshire Railway Act 1900 shall extend and apply to the Company in carrying out the powers of this Act in the borough :
- (14) If any difference arise between the corporation and the Company with respect to any of the provisions of this section or anything to be done or not to be done thereunder by the Company or the corporation such difference shall be settled by an arbitrator to be appointed by the corporation and the Company or if they cannot agree on such person within fourteen days after such difference shall have arisen then by an arbitrator to be appointed by the President of the Institution of Civil Engineers on the application in writing of either of them and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply.

**30.** For the protection of the North Eastern and Lancashire and Yorkshire Railway Companies (in this section called "the joint companies") the following provisions shall except so far as it may be otherwise agreed in writing between the Company and the joint companies have effect (that is to say):— For protection of North Eastern and Lancashire and Yorkshire Railway Companies.

- (1) Subject to the provisions of this section the junction of Railway No. 5 by this Act authorised with the railway of the joint 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 North Eastern Railway Company or in case of difference as shall be determined by arbitration as herein-after provided Provided that if the said engineer shall for the period of one month fail to express his disapproval of the position or mode of construction of the junction proposed by the Company he shall be deemed to have approved thereof :

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- (2) All works necessary for or connected with the said railway and junction situated within the boundary of the joint companies' property shall be constructed by the joint companies at such time or times as the Company shall require and under the supervision and to the satisfaction of the engineer of the Company and shall thereafter to the like satisfaction be maintained by the joint companies and all reasonable expenses incurred by the joint companies in constructing and maintaining such works shall unless otherwise agreed be repaid to them by the Company on demand :
- (3) In constructing Railway No. 5 by this Act authorised the Company shall take all possible precautions 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 joint companies :
- (4) The Company shall bear and on demand pay to the joint companies the expense of the employment by the joint companies during the construction of any portion of Railway No. 5 by this Act authorised affecting any railway siding or other work of the joint companies of a sufficient number of inspectors watchmen and signalmen to be appointed by the joint companies for watching their railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works 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 and if by reason of the construction of the said railway and junction it shall become necessary to add to or alter any signal cabins signal posts signals or other works upon the railway of the joint companies the same shall be so added to or altered by the joint companies and the reasonable expense thereof shall be repaid to the joint companies by the Company and the additional cost



of maintenance and working of any such additional or altered signal cabins signal posts signals or other works as shall have become necessary by reason of the works of the Company shall be repaid to the joint companies by the Company: A.D. 1913.

- (5) 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 any railway siding or other works of the joint 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 joint 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 such railway siding or other work of the joint companies by reason of any of the matters or causes aforesaid the Company shall make to the joint companies full compensation in respect thereof If the joint companies desire at any future time to widen their railway the Company shall bear and on demand pay to the joint companies any additional expense incurred by the joint companies by reason of the construction and maintenance of the said Railway No. 5:
- (6) If any difference shall arise between the Company and the joint companies or the North Eastern Railway Company or their respective engineers as to the true intent and meaning of this enactment or the mode of giving effect thereto 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 and subject thereto the provisions of the Arbitration Act 1889 shall apply to the reference:
- (7) The provisions of this section shall be in addition to the provisions relating to junctions of the Railways Clauses Act 1863.

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For protection of  
Liverpool  
Hydraulic  
Power  
Company.

**31.** The provisions of section 28 of the Lancashire and Yorkshire Railway Act 1910 for the protection of the Liverpool Hydraulic Power Company shall so far as the same are applicable extend and apply to any hydraulic mains pipes or apparatus of the Liverpool Hydraulic Power Company situate in Chadwick Street Little Howard Street Sprainger Street Upper William Street and Glegg Street which may be interfered with by the Company in the construction of the Widening No. 1 (widening railway at Liverpool) by this Act authorised.

For protection of corporation of  
Liverpool.

**32.** In constructing within the city of Liverpool the works by this Act authorised the Company shall notwithstanding anything in this Act conform to and observe the following provisions regulations and restrictions except so far as may at any time hereafter be otherwise agreed between the lord mayor aldermen and citizens of the city of Liverpool (herein-after referred to as "the corporation") and the Company (that is to say):—

(1) The Company shall not cover over any greater length of the following public streets than is indicated by red hatching on the plans marked respectively A B and C signed in duplicate by Donald Maclean the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of each of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Office of the Clerk of the Parliaments in the House of Lords and the Company shall carry the widenings of the railway over the said streets by means of flat girder bridges of clear spans measured on the square and clear headways measured from the centre of the roadway not less respectively than the following (that is to say):—

—	Name of Street.	No. on deposited Plan.	Clear Span.		Clear Headway.	
			Ft.	Ins.	Ft.	Ins.
Widening No. 1— Parish of Liverpool.	Chadwick Street -	3	80	0	17	6
	Little Howard Street	6	39	0	17	0
	Sprainger Street -	11	42	0	17	0
	Whitley Street -	18	60	0	17	0
	Upper William Street	28	34	0	17	0
	Stone Street - -	30	36	0	17	0

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—	Name of Street.	No. on deposited Plan.	Clear Span.		Clear Headway.	
			Ft.	Ins.	Ft.	Ins.
Widening No. 2— Parish of Wal- ton - on - the- Hill.	Warbreck Moor -	28	49	9	17	7
	Greenwich Road -	53	30	0	14	4
	Seeds Lane - -	77	60	0	14	8

Provided that the Company may support the bridge to carry the Widening No. 1 over Chadwick Street by means of columns of dimensions to be reasonably approved by the corporation to be placed at each end of the centre pier now existing as shown on the said Plan A in such position as shall be reasonably approved by the corporation :

- (2) (a) The said bridges shall be of such description and in accordance with such plans and elevations as shall be reasonably approved by the corporation. Provided that if within twenty-eight days of the receipt of such plans the corporation shall fail to give notice to the Company of their objections thereto they shall be deemed to have approved thereof ;
- (b) The parapets or screens of the said bridges shall not be less than eight feet in height above the rail level of the railway and such parapets or screens shall be extended for such a distance beyond such bridges not exceeding ten feet on either side thereof as the corporation shall require ;
- (c) The side walls and abutments of the said new bridges shall be lined with white glazed or enamelled bricks to the reasonable approval of the corporation from a level of three feet above the surface of the road ;
- (d) The said bridges shall as far as practicable be made and at all times maintained drop dry ;
- (e) The Company shall provide and maintain under the said bridges for the purposes of effectually lighting the portions of the said streets to be covered over by the works by this Act authorised such additional lamps as shall be reasonably required and in such positions as shall be approved by the corporation and shall keep the same efficiently lighted with gas or

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other illuminants continuously during the night and during such portions of the day as shall from time to time be reasonably prescribed by the corporation ;

- (f) No advertisement boards or posters other than notices painted relating to the business of the Company shall be placed on any elevation fronting any street without the approval of the corporation :
- (3) If the Company shall on any of the lands within the city of Liverpool by this Act authorised to be acquired abutting on a public street require to make any doors or openings at or under which any vehicles shall stand for the purposes of delivering in at the said doors or openings or receiving out from the same any goods or merchandise for conveyance by their railways or for delivery in Liverpool they shall before constructing any such doors or openings into the said street make provision that carts or other vehicles loading or unloading thereat or waiting to receive or deliver goods shall stand completely clear of the roadway and footpath of such street and the Company shall not allow any such carts or vehicles to be loaded or unloaded except when standing clear of the said street and so as to cause no obstruction to the footway or carriageway of the street :
- (4) In all cases where streets are intended to be temporarily stopped diverted or interfered with during the execution by the Company of any works authorised by this Act 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 :
- (5) The Company shall during the course of and before the completion of the construction of the bridges over the streets herein-before mentioned in connexion with the said Widening No. 1 remove the existing

central pier hatched green on the said Plan B in Whitley Street and dedicate the site of such pier to the public as part of the highway and construct a new bridge over Whitley Street in one clear span of sixty feet between the abutments and on the completion thereof shall at the expense of the Company make good to the reasonable satisfaction of the corporation the surface of the said street so far as the same may be interfered with: A.D. 1913.

- (6) The Company shall when required by the corporation dedicate to the public free of cost to the corporation strips of land belonging to the Company on the east side of Seeds Lane and on the north and south sides respectively of but exclusive of the site of the existing bridge carrying the railway of the Company over Seeds Lane in order to make Seeds Lane of a width of sixty feet and shall if required by the corporation at their own cost fence off the remaining land of the Company from the land so dedicated and the corporation shall carry out the necessary street works free of cost to the Company simultaneously with any widening of Seeds Lane which the corporation may carry out between Longmoor Lane and the bridge aforesaid:
- (7) In any case where any house or other building within the city of Liverpool 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:
- (8) When by reason of the construction of any of the works authorised by this Act 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 or from any land belonging to the corporation which shall be acquired under the powers of this Act fronting adjoining or abutting on the said lands of the Company the Company shall enclose such lands with an unclimbable iron fence not less than five feet

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six inches in height to the reasonable satisfaction of the corporation and make proper provision for the drainage of the said lands of the Company to the reasonable satisfaction of the corporation:

- (9) The corporation shall be at liberty at the cost of the Company to make all attachments that may be necessary to the underside of the bridges to carry the Widening No. 1 over Chadwick Street and the Widening No. 2 over Warbreck Moor in consequence of the execution of the works by this Act authorised for the purpose of carrying wires and apparatus for the supply of electricity in connexion with the electricity and tramway undertakings of the corporation and the Company shall indemnify the corporation against any loss or damage which may be caused to their tramway rails or overhead wires or apparatus in consequence of the execution of the works by this Act authorised. Any such attachments shall be subject to the reasonable approval of the Company's engineer and shall be temporarily removed at any time when required by him in connexion with the maintenance reconstruction or alteration of the bridges at the cost of the Company and the Company shall bear the cost of refixing the same:
- (10) Whenever the water mains or pipes of the corporation within or without the city 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 substituted water mains or pipes such substituted water mains or pipes shall previous to such severance or interference be laid by the corporation and the Company shall repay to the corporation the cost thereof. If by reason of the execution of any of the powers of this Act any increased length of water mains or pipes shall become necessary the Company shall pay to the corporation the cost of laying such increased length of main or pipe:

Whenever any water mains or pipes laid by the corporation for the supply of any property are rendered unnecessary by the acquisition under the powers

of this Act of such property the Company shall pay the corporation the cost of laying an equivalent length of water mains or pipes and the cost of the works required for the discontinuance of such water mains or pipes rendered unnecessary as estimated by the water engineer of the corporation and the pipes so rendered unnecessary shall be the property of the Company : A.D. 1913.

- (11) Where by reason of the construction of any of the works authorised by this Act it becomes necessary to construct or lay any sewer drain or electric main or any increased length thereof or to make any alterations of existing sewers drains or electric mains 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 drains or electric mains be carried out by the corporation at the expense of the Company :
- (12) The engineers of the corporation and their assistants or other persons appointed by the corporation shall from time to time and at all reasonable times during the construction of the works by this Act authorised have full power to enter and inspect the progress and condition thereof so far as may be necessary to see that the provisions of this section are complied with :
- (13) 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 acquired by the Company under the powers and for the purposes of this Act or a proportion of such rates respectively from the time such lands or property shall be acquired by the Company if and whenever the same shall be unoccupied 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

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thereon or forming part thereof may have been taken down And if the assessments of the said lands or property shall after the passing of this Act become reduced through any action of the Company they shall make good to the corporation the difference between the rates payable on such reduced assessments and the rates payable on the assessments in force at the date of the passing of this Act:

- (14) If any difference arise between the corporation and the Company with respect to anything to be done or not to be done by the Company or the corporation in relation to any of the matters in this section mentioned or with respect to the cost of any work to be paid for by the Company such difference shall be referred to and determined by an engineer to be appointed by the corporation and the Company or failing agreement by an engineer to be appointed by the President of the Institution of Civil Engineers on the application in writing of either of them and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of corporation of Burnley.

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

- (1) In exercising the powers of this Act relating to a new bridge over the occupation road and public footway known as Smallshaw Lane Rose Grove in the parish and county borough of Burnley—

(i) A clear space or opening of thirty feet at the least shall be left between such new bridge and the existing bridge carrying the railway of the Company over Smallshaw Lane aforesaid for the purpose of admitting light and air;

(ii) The Company shall construct the said new bridge so as to leave thereunder a clear width of thirty-nine feet measured on the square across an intended new street leading from Accrington Road



to Gannow Lane shown on a plan signed by Donald Maclean the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which has been deposited in the Private Bill Office of the House of Commons and one copy in the Office of the Clerk of the Parliaments in the House of Lords and shall carry the foundations of such new bridge to a depth of at least 2 feet 6 inches below the surface of the said intended street as shown on the said plan so as to allow of a roadway being constructed under such new bridge with a clear headway of not less than 15 feet for the whole length and width of such bridge;

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(iii) The Company shall if and when required by the corporation in writing under the hand of their town clerk for the time being convey to the corporation without further consideration and free from incumbrances for the purpose of constructing the said intended street all lands now belonging to the Company or at any time hereafter to be acquired by them under the powers of this Act which may be within the area of the said intended street such conveyance to be subject to such reservation of mines and minerals and of rights powers and liberties with reference thereto as the Company are now or may hereafter as regards lands to be acquired be subject to and each party shall bear their own costs in connexion with such conveyance Such lands when conveyed as aforesaid shall be added to the street;

(iv) The Company shall face the abutments of the said new bridge with white enamelled bricks and shall permit the corporation whenever they shall require so to do but under the supervision and to the reasonable satisfaction of the engineer of the Company to affix to the side walls of the said new bridge of the Company over Smallshaw Lane aforesaid such lamps fittings and apparatus as the corporation shall think fit for the purpose of lighting by night the said public footpath and

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intended street and to use maintain replace and repair such lamps fittings and apparatus;

(v) The Company shall not without the written consent of the corporation erect the said new bridge of a width exceeding sixty-four feet between the parapets thereof;

(vi) The Company their successors or assigns shall in respect of the land coloured blue on the said signed plan and in respect of the land coloured red on the said signed plan to the extent to which the Company become frontagers thereto be liable to pay and shall pay to the corporation their proportion according to frontage of the expenses of sewerage draining levelling flagging paving or macadamising or otherwise completing the said intended street as and when the said intended street shall be so seweraged drained levelled flagged paved or macadamised or otherwise completed under sections 45 to 48 of the Burnley Borough Improvement Act 1871 or any statutory provision in substitution therefor Except as aforesaid the corporation shall relieve the Company from any expense to which they might otherwise be subject in connexion with the forming paving sewerage or otherwise completing the said intended street;

(vii) The Company shall not stop up Smallshaw Lane but shall divert the same as shown on the said signed plan unless at the time of the Company exercising the said powers the said intended new street shall have been laid out and the said occupation road and footpath diverted along the same:

(2) This section shall be without prejudice to the rights and obligations conferred or imposed by section 28 of the Lancashire and Yorkshire Railway Act 1890 and section 23 of the Lancashire and Yorkshire Railway Act 1894:

(3) If any difference shall arise between the Company and the corporation touching anything to be done or not to be done under this section such difference shall be referred to the arbitration of an engineer to be

agreed on between the parties or in case of disagreement to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and this subsection shall be deemed to be a submission to arbitration within the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being in force.

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**34.** For the protection and benefit of the mayor aldermen and burgesses of the borough of Ashton-under-Lyne (in this section referred to as "the corporation") the following provisions shall have effect unless otherwise agreed in writing between the corporation and the Company:—

For protection of corporation of Ashton-under-Lyne.

(1) Any works of the Company for the purpose of increasing the span of the bridge carrying Oldham Road over the Ashton Branch Railway of the Company or making additional arches or openings under the said road so far as they may affect the streets sewers drains electric cables wires pipes or apparatus of the corporation shall be executed according to plans and sections to be previously submitted to and reasonably approved of by the corporation and the Company shall comply with all reasonable requirements of the corporation with regard to the execution of the said works and shall execute the same to their reasonable satisfaction Provided that if the corporation fail to signify their approval or disapproval or to state their requirements with respect to such plans and sections within twenty-eight days after the deposit thereof at their office they shall be deemed to have approved thereof The Company shall not break up any street or interfere with any sewer drain electric cable wire pipe or apparatus of the corporation until they shall have given to the surveyor of the corporation three clear days' notice in writing of their intention to commence the intended works:

(2) The said works shall be so executed as not to lessen (except temporarily) the present clear width of Oldham Road including the footways nor shall the Company in any way alter or interfere (except temporarily) with the gradients or levels of the road forming the approaches to the existing or extended bridge:

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- (3) Where the surface of any street in the borough of Ashton-under-Lyne has been interfered with or disturbed by the Company in constructing the works by this Act authorised or exercising the powers by this Act conferred upon the Company the Company shall well and sufficiently and to the reasonable satisfaction of the corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration :
- (4) Whenever it may be necessary to intercept or interfere with any existing sewer drain electric cable wire pipe or apparatus the Company at their own expense shall before intercepting or interfering therewith construct according to a plan to be reasonably approved of by the corporation another sewer drain electric cable wire pipe or apparatus as the case may be in lieu of and of equal capacity with the sewer drain electric cable wire pipe or apparatus so proposed to be intercepted or interfered with and such substituted sewer drain electric cable wire pipe or apparatus shall be connected by the corporation at the expense of the Company with any existing sewer drain electric cable wire pipe or apparatus before such interception or interference as aforesaid takes place :
- (5) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer drain electric cable wire pipe or apparatus the Company shall repay to the corporation such cost :
- (6) If by reason of the execution of the works relating to the additional openings under Oldham Road by this Act authorised any increased length of sewers drains electric cables wires pipes or any additional apparatus shall become necessary the same shall be forthwith constructed and laid by the Company at their own expense according to such plan and section and in such reasonable manner as shall be required by the corporation :
- (7) The Company shall make full compensation to the corporation for any damage to or subsidence of the

highway or any sewers drains electric cables wires pipes or apparatus or other works belonging to or repairable by the corporation which may be caused by or in consequence of the exercise by the Company of any of the powers of this Act or any act or default of the Company their contractors servants or agents: A.D. 1913.

- (8) The parapets or screens of the said bridge shall not be used for the posting of bills or other advertising purposes other than bills or advertisements relating to the business of the Company:
- (9) The bridge to carry Oldham Road over the additional openings by this Act authorised shall be of a strength to carry a rolling load of forty tons equally distributed upon a four-wheeled carriage having a wheel base of thirteen feet and drawn by a locomotive weighing twenty tons with a wheel base of ten feet:
- (10) In carrying out the said works the Company shall construct a pipe bay of the maximum depth available between the surface of the footpath on each side of Oldham Road and the bottom flange of the girder of the bridge to carry any electric cables wires pipes or apparatus belonging to the corporation:
- (11) The parapets of the said additional arches or openings shall be constructed so as to be practically unclimbable and not less than six feet in height above the footpath:
- (12) During the execution of the works the same shall be properly fenced lighted and watched and a man or men as may be found necessary shall be employed by the Company to regulate the traffic of the road so as to prevent accident to persons and vehicles using such road. The ordinary traffic of the road shall not be unduly interfered with or obstructed and not more than half the width of the road shall be taken up at one time and the same shall be made good and completed ready for traffic before the other half of the road is disturbed and a proper temporary footpath for the use of the public shall be provided and formed and continued until the completion of the works:

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(13) The corporation and the Company may enter into and carry into effect agreements for any variation in the works to be done under this section or in the mode of executing the same:

(14) If any difference shall arise between the Company and the corporation under this section the same shall be determined by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party after notice to the other by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protec-  
tion of  
Ashton-  
under-Lyne  
Stalybridge  
and Dukin-  
field (Dis-  
trict) Water-  
works Joint  
Committee.

**35.** Notwithstanding anything in this Act contained the following provisions for the protection of the Ashton-under-Lyne Stalybridge and Dukinfield (District) Waterworks Joint Committee (in this section called "the joint committee") shall unless otherwise agreed in writing apply and have effect:—

(1) Twenty-eight days before the Company commence to construct the works authorised by the section of this Act of which the marginal note is "Further works by Company" and described in subsection (d) of that section so far as such works may affect any trunk main of the joint committee the Company shall submit to the joint committee plans sections and other necessary particulars showing how they propose to execute the said works in relation to such trunk main and such plans sections and other particulars shall be subject to the reasonable approval of the joint committee. Such plans sections and particulars shall be deemed to be approved if objection thereto in writing is not delivered to the Company within twenty-eight days after the delivery of the same to the joint committee. The Company shall not interfere with such trunk main until they shall have given to the engineer of the joint committee three clear days' notice in writing of their intention to commence the said works and such notice shall not be given until the said period of twenty-eight days has expired or the approval of

the joint committee to the said plans sections and particulars has been given : A.D. 1913.

- (2) If by reason of the exercise of the powers conferred on the Company by this Act in relation to the said works it shall be necessary to sever or interfere with any trunk main of the joint committee the joint committee may within twenty-one days after the submission of the plans sections and particulars mentioned in subsection (1) of this section serve a notice upon the Company stating that they desire to execute the necessary works in connexion with such severance or interference and if such notice has been served the Company shall not be entitled to execute the last-mentioned works but within three clear days after the receipt by the joint committee of notice from the Company that the work of severing or interfering with such trunk main is required to be commenced the joint committee shall at the expense of the Company execute all such works and lay all necessary mains pipes and apparatus for maintaining the supply of water during such severance or interference with all reasonable despatch and the Company shall not commence the execution of the said works authorised by this Act until the work in connexion with the severance of or interference with the trunk main of the joint committee shall have been completed :
- (3) If by reason of the execution of the powers of this Act in connexion with the said works any increased length of main shall become necessary the same shall be laid down by the joint committee with such materials and in such manner as the joint committee may reasonably require and the reasonable expense thereof shall be repaid to the joint committee by the Company :
- (4) If by reason of the execution of the said powers of this Act the joint committee shall at any time necessarily incur any cost in altering any trunk main the Company shall repay to the joint committee such cost :
- (5) The Company shall save harmless the joint committee against all and every expense which may be occasioned

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to them by reason of any interference with any trunk main of the joint committee by or in consequence of the said works of the Company :

- (6) If any difference shall arise between the Company and the joint committee under this section the same shall be determined by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party after notice to the other by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protec-  
tion of Roch-  
dale Canal  
Company.

**36.** The following provisions shall unless otherwise agreed between the Company and the Rochdale Canal Company (hereinafter called "the canal company") apply and have effect for the protection of the canal company in relation to the widening of the Princess Bridge and road at Hebden Bridge and the acquisition by the Company of lands at Hebden Bridge by this Act authorised :—

- (1) The widening of the Princess Bridge across the Rochdale Canal at Hebden Bridge shall be carried out by the Company in accordance in all respects with plans sections and specifications previously reasonably approved by the canal company and under the superintendence and to the reasonable satisfaction of the engineer of the canal company Provided always that if the said engineer shall for the period of one month fail to express his disapproval of such plans sections and specifications after the same shall have been submitted to him he shall be deemed to have approved thereof :
- (2) The Company shall not acquire any land or property of the canal company or any right or interest therein for the purposes of the said works other than such lands or property and such right or easement for making maintaining and using the said widened bridge across the canal as may be agreed between the Company and the canal company :
- (3) All works whether of construction maintenance or repair by this section authorised shall when once commenced



be carried out as expeditiously as practicable and without any undue intermission or delay : A.D. 1913.

- (4) The Company shall not obstruct impede or interfere with the free passage of traffic along the canal and towing-path or cause any leakage or waste of water from the canal and shall not diminish the present headway for the passage of canal traffic or horses under the said bridge or any part thereof Provided that the Company may during the execution of the works temporarily reduce the width of the towing-path to such extent as may be necessary not exceeding 1 foot 6 inches :
- (5) The Company shall at all times after the completion of the widening maintain and keep the widened portion of the bridge together with the approaches thereto and the abutment walls wing walls and parapet walls in good repair and condition but as to the surface of the roadway only until the maintenance thereof shall be taken over by the local authority and shall keep the said widened portion so far as possible watertight and drip dry :
- (6) If any obstruction or impediment to or interference with the free passage of traffic along the canal or towing-path (other than as in this section provided) or any leakage or loss of water from the canal shall be caused by or in consequence of the works or operations of the Company or if the said bridge or the approaches walls or works thereof shall at any time be out of repair or defective contrary to the provisions of this section the Company shall forthwith on receiving notice from the canal company do all necessary acts and take all proper steps to remove or prevent such obstruction impediment or interference or leakage or escape of water or restore or repair the said bridge and works as the case may be or in case of their default in so doing or in case of emergency (of which the certificate of the engineer of the canal company shall be conclusive evidence) the canal company may do the necessary works and recover the expense thereof from the Company in any court of competent jurisdiction The Company shall

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also make full compensation to the canal company for all loss damages costs or expenses which the canal company may incur or sustain by or in consequence of any such obstruction impediment interference or leakage or loss of water or want of repair of the said bridge or works or otherwise in consequence of the works operations or defaults of the Company such compensation in the case of stoppage of traffic to be ten pounds for every hour or part of an hour during which such stoppage shall continue for loss of tolls in addition to all other damages sustained by the canal company :

- (7) If any difference shall arise between the Company and the canal company with reference to the provisions of this section such difference shall be settled by an engineer to be agreed upon between the Company and the canal company or failing such agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and subject thereto the provisions of the Arbitration Act 1889 shall apply to the reference.

For protec-  
tion of West  
Riding  
County  
Council.

**37.**—(1) In the execution of the widening of Princess Bridge and the road over the same in the parish of Hebden Bridge the Company shall not except with the approval of the county council of the West Riding of Yorkshire make any alteration in the level width or fences of the Todmorden Halifax and Burnley main road (otherwise Burnley Road) nor divert any part of that road.

(2) Any interference with the Burnley Road in connexion with the widening of such first-mentioned road shall be carried out in accordance with a plan to be submitted to and reasonably approved by the surveyor of the county council Provided that if the said surveyor does not express his approval or disapproval within twenty-one days after such plan has been submitted to him he shall be taken to have approved thereof.

(3) If any difference shall arise under this section such difference shall be referred to and determined by an arbitrator to be agreed on between the parties or failing such agreement to be appointed on the application of either party by the President

of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference. A.D. 1913

**38.** Notwithstanding anything shown on the deposited plans or contained in this Act the Company shall not except with the consent in writing of the Postmaster-General acquire any interest of the Postmaster-General in the property numbered on the deposited plans 4 in the parish of Great Crosby. For protec-  
tion of Post-  
master-  
General.

**39.** The following provisions for the protection of the urban district council of Chadderton (in this section referred to as "the council") shall notwithstanding anything in this Act contained unless otherwise agreed in writing between the Company and the council have effect (that is to say):— For protec-  
tion of urban  
district  
council of  
Chadderton.

(1) The sewers belonging to the council (that is to say):—

(a) An earthenware sewer partly along and under the occupation road leading from Grimshaw Lane in the urban district of Chadderton to a point at or near to the Wince Brook and partly near to or alongside that occupation road; and

(b) A cast-iron pipe sewer along near or parallel to the Wince Brook from the westerly boundary of the land numbered on the deposited plans 1 in the parish and urban district of Chadderton to the embankment of the Rochdale Canal;

shall not be altered or interfered with except as herein-after provided:

(2) Before any part of sewer (a) before mentioned is closed and before the Company raise the level of the ground over any part of that sewer or otherwise interfere therewith the Company shall to the reasonable satisfaction of the council construct in substitution therefor at such level and along such line within the said land numbered on the deposited plans 1 in the parish and urban district of Chadderton as may reasonably be required by the council a cast-iron pipe sewer of not less than nine inches in diameter to be encased throughout its entire length in concrete twelve inches thick and to be provided with any necessary manholes and inspection chambers:

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- (3) Before the Company raise the level of the ground over or otherwise interfere with any part of sewer (*b*) before mentioned the Company shall cause that sewer or the part thereof over which the ground is about to be raised or which will be otherwise interfered with (except that part which crosses the Wince Brook) to be encased in concrete twelve inches thick to the reasonable satisfaction of the Council :
- (4) (*a*) The Company before raising the level of the land adjoining the Wince Brook in such a manner as will interfere with the free flow of water in the brook shall construct a suitable culvert for carrying the waters of the brook from the culvert under the Rochdale Canal to the culvert under the railway embankment of the Company :
- (*b*) The Company shall at all times thereafter maintain and keep the culvert so to be constructed as aforesaid in a good and efficient state of repair and condition for carrying the waters of the said brook and free from obstruction (excepting the presence within the culvert of the cast-iron pipe sewer before mentioned where that sewer crosses the Wince Brook) :
- (5) When the cast-iron pipe sewer to be constructed by the Company as provided in subsection (2) of this section shall have been completed to the satisfaction of the council the sewage shall be diverted from the old to the new sewer and the Company shall under the supervision of the engineer or the surveyor of the council make all necessary and proper connexions therewith :
- (6) In the event of the surface being raised of any part of the land under which the said sewers are or shall be laid the Company shall carry up any manholes or inspection chambers to the levels of the finished surface and complete the same in accordance with the reasonable requirements of the council and shall allow the council access thereto at all reasonable times :
- (7) Twenty-eight days before the Company commence the construction of the new sewer culvert or other works

required by this section respectively they shall submit to the council plans sections and other particulars of the work and the Company shall conform to all reasonable requirements of the council with regard to the execution of the work and shall save harmless and indemnify the council against any expense to be occasioned thereby and such plans sections and particulars shall be deemed to be approved if objection thereto in writing is not delivered to the Company within twenty-eight days after the delivery of the same to the council:

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- (8) If any difference arises between the Company and the council with respect to any matter arising under this section the same shall be referred to and determined by an engineer or other properly qualified person to be agreed upon between the parties or appointed on the application of either party after notice to the other by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to such reference.

40. Notwithstanding anything to the contrary shown on the deposited plans and sections or in this Act contained the following provisions for the protection of the urban district council of Knottingley (in this section called "the council") shall (unless otherwise agreed in writing between the council and the Company) apply and have effect (that is to say):—

For protec-  
tion of  
Knottingley  
Urban Dis-  
trict Council.

- (1) The Company shall within two years after the passing of this Act construct a bridge for foot passengers with convenient approaches thereto by steps over the Wakefield Pontefract and Goole Railway of the Company at England Lane in the urban district of Knottingley (in this section called "the district") on the line and in the position shown in red between the points G and H on the signed plan herein-after referred to and such bridge shall be of a clear width of not less than five feet and upon the completion of such footbridge the Company may stop up for foot passengers so much of England Lane as is shown upon the deposited plans as intended to be stopped up:

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*Act, 1913.*

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- (2) The Company shall within two years from the passing of this Act construct a bridge for foot passengers with convenient approaches thereto by steps over the Wakefield Pontefract and Goole Railway of the Company at Womersley Road in the district on the line and in the position shown in red between the points J and K on the said signed plan and such bridge shall be of a clear width of not less than five feet and upon the completion of such footbridge the Company may stop up for foot passengers so much of Womersley Road as is shown upon the deposited plans as intended to be stopped up:
- (3) Each of the said footbridges shall be for ever thereafter maintained and kept in good repair and provided with the necessary standards lamps and other appliances for the proper and effective lighting of the same by and at the expense of the Company to the reasonable satisfaction of the council. The said standards shall be maintained by the Company at their own expense but the council shall maintain the lamps and appliances and provide the gas or other means of illumination for and shall light the said lamps during the hours when the public lamps of the district are ordinarily lighted by them:
- (4) The council shall be entitled by their engineer and their agents servants and workmen as and when and so far as necessary upon giving to the Company (except in cases of emergency) three days' notice in writing to enter upon the lands and works of the Company for the purpose of maintaining examining repairing renewing and relaying the water main or pipe in or under the lands forming the site of Middle Lane in the district and the Company shall give to the council all reasonable facilities for effecting such purposes:
- (5) The Company shall be liable to pay and shall pay to the council any reasonable damages penalties costs charges or expenses which the council may be legally liable to pay and shall have so paid in respect of any injury loss or damage consequent upon or arising from the execution by the Company of any

works provided for in this section Provided always A.D. 1913.  
that the Company shall be under no liability if such  
injury loss or damage is due to the negligence or  
default of the council or their servants :

(6) The signed plan herein-before referred to means the plan signed in duplicate by Donald Maclean the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred of which plan one copy has been deposited in the Private Bill Office of the House of Commons and the other copy has been deposited in the Office of the Clerk of the Parliaments in the House of Lords :

(7) If any dispute shall arise between the Company and the council under or in relation to any provision of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the council and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

**41.** Upon and from the date upon which the Company stop up under the powers of this Act so much of Middle Lane in the urban district of Knottingley as is shown upon the deposited plans as intended to be stopped up the following provisions shall have effect:— As to roads at Knottingley.

(1) The public shall have full and free right and liberty of way and passage with or without horses cattle and other animals carts carriages and other vehicles of whatever description for all purposes from time to time and at all times hereafter over across and along certain private roads connecting Middle Lane with England Lane and with Womersley Road respectively in the said urban district between the points marked C and B and D and E and shown upon the plan signed in duplicate by the Right Honourable the Viscount Hutchinson (Earl of Donoughmore) the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred one copy of which has been deposited in the Office of the Clerk of the Parliaments in the House of Lords and

A.D. 1913.

one copy in the Private Bill Office of the House of Commons but as regards the length of road between the said points C and B to such extent and in such manner only as shall not interfere with the use thereof by the Company in connexion with their business as fully as heretofore :

- (2) The Company shall remove all existing gates or other obstructions to traffic upon or across any part of the said roads between the said points marked C and B and D and E respectively and shall for ever hereafter maintain and keep the said roads between the said points C and B and D and E in good repair and condition to the reasonable satisfaction of the urban district council of Knottingley (herein referred to as "the council") and of the width as at present existing and if at any time hereafter the said roads or any part or parts thereof shall become out of repair or the width thereof reduced and the Company shall after twenty-one days' notice from the council fail to put such roads or such part or parts thereof into proper repair or to restore the same to the width or widths aforesaid it shall be lawful for the council to repair the same or to restore the same to such width or widths and the costs and expenses incurred by the council in such works or restoration as the case may be shall be a debt due from the Company to the council and recoverable as such :
- (3) The council shall upon giving twenty-one days' previous notice in writing to the Company but without the payment of any sum or sums of money in respect thereof be at liberty at any time hereafter subject to the reasonable approval of the Company's engineer to lay construct maintain examine alter and repair any sewers water or gas mains or pipes electric lighting mains or cables in under or across the said roads or any of them or any part or parts thereof and also subject as aforesaid to erect upon the said roads standards lamps or other appliances or apparatus for the proper and efficient lighting thereof but the exercise of the powers conferred by this subsection shall be subject to all such rights and remedies as



the Company are entitled to under the several Acts authorising any such works in public roads: A.D. 1913.

- (4) If any difference shall arise between the Company and the council as to anything to be done or not to be done under this section or the giving or withholding of any consent or approval such difference shall be referred to and determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to the reference.

**42.** The powers for the compulsory purchase of lands for the purposes or under the powers of this Act shall cease after the expiration of three years from the passing of this Act. Period for compulsory purchase of lands.

**43.** And whereas lands have from time to time been purchased or acquired by the Company either alone or jointly with other companies and by joint committees incorporated by Act of Parliament on which the Company are represented and such lands adjoin or are near to railways or stations in which the Company are interested as owners or part owners but such lands are not immediately required for the purposes of the undertaking for which they were purchased and it is expedient that further powers should be conferred upon the Company either alone or jointly with such other companies and upon such joint committees with respect to such lands Therefore notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or any such joint committee or to the Company jointly with such other companies with which that Act is incorporated the Company or any such joint committee or the Company and such other companies as the case may be shall not be required to sell or dispose of any such lands but may retain hold or use or may lease or otherwise dispose of the same. Power to lease lands &c.

**44.—(1)** The time limited by the Lancashire and Yorkshire Railway Act 1891 as extended by the Lancashire and Yorkshire Railway Act 1910 for the completion of Railway No. 2 in the county of Lancaster described in and authorised by the said Act of 1891 is hereby further extended until the thirty-first day of July one thousand nine hundred and sixteen and sections 9 10 and 11 of the said Act of 1891 shall be read and have effect accordingly. Extension of time for completion of certain railways authorised by Acts of 1891 1902 and 1904.

[Ch. lxvi.] *Lancashire and Yorkshire Railway* [3 & 4 GEO. 5.]  
*Act, 1913.*

A.D. 1913.

(2) The time limited by the Lancashire and Yorkshire Railway (Various Powers) Act 1902 as extended by the said Act of 1910 for the completion of Railways Nos. 2 and 3 in the West Riding of the county of York described in and authorised by the said Act of 1902 is hereby further extended until the thirty-first day of July one thousand nine hundred and sixteen and sections 17 18 and 19 of the said Act of 1902 shall be read and have effect accordingly.

(3) The time limited by the Lancashire and Yorkshire Railway (Various Powers) Act 1904 as extended by the said Act of 1910 for the completion of Railway No. 1 in the West Riding of the county of York described in and authorised by the said Act of 1904 is hereby further extended until the thirty-first day of July one thousand nine hundred and seventeen and sections 9 10 and 11 of the said Act of 1904 shall be read and have effect accordingly.

Extension of  
time for  
completion  
of Hatfield  
Moor Extension Rail-  
ways.

**45.**—(1) The time limited by the Axholme Joint Railway (Hatfield Moor Extension Light Railway) Order 1905 as extended by the Lancashire and Yorkshire and North Eastern Railways Act 1909 for the completion of Railway No. 2 in the county of Lincoln described in and authorised by the said Order of 1905 is hereby further extended until the sixteenth day of August one thousand nine hundred and seventeen and sections 10 12 and 13 of that Order shall be read and have effect accordingly.

(2) The time limited by the said Act of 1909 for the completion of the Hatfield Moor Further Extension Railway in the West Riding of the county of York described in and authorised by that Act is hereby extended until the sixteenth day of August one thousand nine hundred and seventeen and sections 15 16 and 17 of the said Act of 1909 shall be read and have effect accordingly.

Conversion  
of opening  
spans in  
bridge over  
River  
Asland or  
Douglas  
into fixed  
spans.

**46.**—(1) Notwithstanding anything contained in section 31 (Provisions as to construction of bridge over and preservation of the navigation of the River Asland or Douglas) of the West Lancashire Railway Act 1871 the Company may convert the opening spans in the bridge or viaduct for carrying the railway in the said section referred to over the River Asland or Douglas into fixed spans of a width of not less than thirty feet each and with a headway under the same not less than the existing

[3 & 4 GEO. 5.] *Lancashire and Yorkshire Railway* [Ch. lxvi.]  
*Act, 1913.*

headway Provided that if at any time after such conversion the Leeds and Liverpool Canal Company (in this section called "the canal company") make an application in writing to the Board of Trade that the spans so converted shall be reconverted into opening spans the Board of Trade may if they think fit after hearing the Company and the canal company determine that in the interests of the traffic on the River Asland or Douglas or the navigation thereof the spans converted under the powers of this section into fixed spans shall be reconverted into opening spans and if the Board of Trade shall so determine and shall give notice thereof to the Company the Company shall forthwith at their own expense reconvert the said fixed spans into opening spans of the width and headway as existing at the passing of this Act and the provisions of subsections (D) and (E) of section 31 and of sections 32 to 35 (inclusive) and section 37 of the West Lancashire Railway Act 1871 shall so far as applicable extend and apply in relation to the execution of any works ordered by the Board of Trade under this section for the reconversion of fixed into opening spans and to the said bridge or viaduct when so reconverted as fully and effectually as those provisions applied to the said bridge or viaduct before the passing of this Act.

A.D. 1913.

(2) The Company shall pay all the costs and expenses which may be incurred by the Board of Trade under the provisions of this section (including the costs and expenses of any inquiry held by the Board of Trade thereunder) and also all the costs and expenses incurred by the canal company which the Board of Trade may certify to have been reasonably and properly incurred in connexion with any application to the Board of Trade under this section and of any inquiry which may be held by the Board of Trade.

(3) The provisions of subsection (E) of section 31 and of sections 32 to 35 (inclusive) and section 37 of the West Lancashire Railway Act 1871 shall so far as applicable extend and apply in relation to the execution by the Company of any works under the powers of this Act for the conversion of opening into fixed spans and to the said bridge or viaduct as from the completion of such conversion as fully and effectually as those provisions applied to the said bridge or viaduct before the passing of this Act.

[Ch. lxvi.] *Lancashire and Yorkshire Railway* [3 & 4 GEO. 5.]  
*Act, 1913.*

A.D. 1913.

Laying of  
rails across  
Irwell Street  
and Stanley  
Street  
Salford.

47.—(1) Subject to the provisions of this section the Company may in the county borough of Salford—

(a) Use and maintain the existing double set of rails across Irwell Street shown by black lines on the plan hereinafter referred to which rails have been laid down by the Company in pursuance of the Act of 1871 hereinafter referred to:

(b) Lay down use and maintain the rails across Irwell Street and Stanley Street in the position shown by red lines on the said plan. Provided that the Company shall immediately after laying down such rails take up and remove the rails across Irwell Street marked A and B upon the said plan and make good the surface of the street to the satisfaction of the mayor aldermen and burgesses of the county borough of Salford (hereinafter referred to as "the corporation").

(2) The rails indicated by red colour on the said plan shall be laid down by the Company in such manner as shall be agreed upon between the Company and the corporation or as failing agreement shall be settled by an engineer to be appointed by the President of the Institution of Civil Engineers.

(3) The rails referred to in subsection (1) (a) and (b) of this section shall be laid and maintained so that the upper edges thereof shall be upon a level with the surface of the street and the Company shall at all times hereafter properly maintain and keep in repair the paving of Irwell Street and Stanley Street aforesaid between the said rails and for a distance of five yards on either side of the said rails.

(4) No carriages or waggons shall be moved across the said streets otherwise than by animal power except with the consent of the corporation which consent may from time to time be given for such periods and subject to such conditions and regulations as the corporation may deem necessary for securing the safety of the public and the user of the said streets for other traffic.

(5) If such consent be given the Company may subject to such conditions and regulations as are referred to in the last preceding subsection use steam or hydraulic power for the

purpose of moving carriages or waggons across Irwell Street and Stanley Street on the said rails. A.D. 1913.

(6) The Company shall not allow any waggon or carriage to stand on the said rails.

(7) Whilst the Company are using the crossing between sunset and sunrise the same shall be lighted as agreed upon between the engineer of the corporation and the engineer of the Company and in case they cannot agree then by an engineer to be appointed by the President of the before-mentioned Institution of Civil Engineers and the said lighting shall be at the expense of the Company.

(8) Whilst the Company are using the said crossing between sunrise and sunset there shall be constantly a signaller maintained by the Company at or near the corner of Irwell Street and Stanley Street and another at or near the corner of Irwell Street and the approach road or way to the stables of the Company formerly known as Upper Booth Street and it shall be the duty of the said signallers when any cart or carriage enters or is about to enter that portion of Irwell Street lying between Stanley Street and the said approach road to give warning thereof by effectual signals to the officers and servants of the Company so as to prevent the crossing of Irwell Street by means of the said rails until such cart or carriage shall have passed and it shall be the duty of the Company and their officers and servants to obey such warnings it being the express intention of this enactment that the carts and carriages passing along Irwell Street shall have precedence over the traffic of the Railway Company using the said crossing.

(9) If the Company or their officers or servants fail to comply with any of the restrictions or regulations herein contained the Company shall for every such default be liable to a penalty not exceeding twenty pounds to be recoverable by the corporation.

(10) Before the Company obstruct Irwell Street or Stanley Street aforesaid or any part thereof in connexion with the laying down or maintenance of rails across such streets under the powers of this Act they shall to the satisfaction of the borough engineer provide for the traffic along such streets and they shall cause such obstruction to be properly fenced and lighted.

[Ch. lxvi.] *Lancashire and Yorkshire Railway* [3 & 4 GEO. 5.]  
*Act, 1913.*

A.D. 1913.

(11) The plan herein referred to means the plan signed in duplicate by Donald Maclean the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred of which plan one copy has been deposited in the Private Bill Office of the House of Commons and the other copy has been deposited in the Office of the Clerk of the Parliaments in the House of Lords. The Company shall also deposit a copy of the said plan with the town clerk of Salford.

(12) Section 20 of the *Lancashire and Yorkshire Railway (New Works and Additional Powers) Act 1871* section 12 of the *Lancashire and Yorkshire Railway Act 1891* and section 47 of the *Lancashire and Yorkshire Railway (Various Powers) Act 1904* so far as they relate to the said rails are hereby repealed.

Sleeping in  
and improper  
use of rail-  
way car-  
riages.

**48.**—(1) Any person who shall be found sleeping or lodging without reasonable excuse in any railway carriage standing on any siding or standage line of the Company or shall commit any nuisance or act of indecency in any such carriage shall be liable on conviction to a penalty not exceeding forty shillings and the provisions of the *Railways Clauses Consolidation Act 1845* with respect to the recovery of damages not specially provided for and of penalties and to the determination of any other matter referred to justices shall apply to this enactment.

(2) Section 38 of the *Lancashire and Yorkshire Railway Act 1907* is hereby repealed.

Power to  
Dearne  
Valley Rail-  
way Com-  
pany to pur-  
chase lands.

**49.** Subject to the provisions of this Act the *Dearne Valley Railway Company* may enter upon and take compulsorily or by agreement and hold for the purposes of their undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference (viz.) :—

Lands in the parish of Barnbrough in the rural district of Doncaster in the West Riding of the county of York abutting upon the north-easterly boundary fence of the *Dearne Valley Railway* and bounded by Barnbrough Lane and Westfield Lane.

Power to  
Dearne  
Valley Rail-  
way Com-  
pany to

**50.** Subject to the provisions of this Act the *Dearne Valley Railway Company* may in the line and according to the levels shown on the deposited plans and sections lengthen and extend at the north-east end thereof the bridge carrying the *Dearne*

Valley Railway over Barnbrough Lane partly in the parish of Bolton upon Dearne and partly in the said parish of Barnbrough and in addition to any other lands which they are by this Act authorised to acquire may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose.

A.D. 1913:  
extend  
bridge at  
Barnbrough.

**51.** The provisions of the sections of this Act of which the marginal notes are as follows:—

Power to deviate in construction of works;

Power to grant easements &c. by agreement;

Period for compulsory purchase of lands;

Power to lease lands &c.;

Extension  
and applica-  
tion of cer-  
tain provi-  
sions of Act  
to Dearne  
Valley  
Railway  
Company.

shall extend and apply to the Dearne Valley Railway Company and to the Dearne Valley Railway as if the Dearne Valley Railway Company had been mentioned therein instead of the Company.

**52.** The Company from time to time may for the purposes of this Act and for the general purposes of their undertaking raise by the creation and issue of shares or stock such additional capital as they shall think necessary not exceeding six hundred thousand pounds exclusive of the moneys which they are or may be authorised to raise by any other Act or Acts of Parliament and the Company may create and issue such shares or stock either wholly or partly as ordinary or wholly or partly as preferential shares or stock as they may think fit.

Power to  
raise addi-  
tional  
capital.

**53.** The Company shall not issue any share created under the authority of this Act of less nominal value than ten pounds nor shall any such share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Shares not  
to vest until  
one-fifth  
part thereof  
shall have  
been paid up.

**54.** Except as by or under the powers of this Act otherwise provided the new ordinary shares or stock issued under the powers of this Act shall in proportion to the aggregate amount thereof from time to time held by the same person at the same time entitle the respective holders thereof to the same dividends and profits and confer on them the like qualifications and the like right of voting as the like amount of existing ordinary shares or stock of the Company.

Qualification  
of new  
shares or  
stock.

[Ch. lxvi.] *Lancashire and Yorkshire Railway* [3 & 4 GEO. 5.]  
*Act, 1913.*

A.D. 1913.

New shares  
or stock  
may be  
created sub-  
ject to sec-  
tion 35 of Act  
of 1906.

**55.** Subject to the provisions of section 35 (Creation and issue of new preference shares or stock of one class) of the Lancashire and Yorkshire Railway (Various Powers) Act 1906 any preference shares or stock created and issued by the Company under the powers of this Act may if the Company so determine form part of the same class and rank in all respects *pari passu* with the new preference shares or stock created and issued subject to the condition referred to in the said section.

Power to  
borrow on  
mortgage.

**56.** The Company may in respect of the additional capital of six hundred thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole two hundred thousand pounds and of that sum they may borrow any sum not exceeding in the whole fifty thousand pounds in respect of each one hundred and fifty thousand pounds of the said additional capital but no part of any such sum of fifty thousand pounds shall be borrowed until shares for so much of the said portion of the additional capital in respect of which the borrowing powers are to be exercised as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of additional capital have been issued and accepted and that one half of such portion has been paid up and that not less than one fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of such portion of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up *bonâ fide* and are held by the persons to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall



grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof. A.D. 1913.

**57.** The mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the time of the passing of this Act shall during the continuance of such mortgages and bonds but subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages granted by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company. Former mortgages to have priority.

**58.** The Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by virtue of any Acts relating to the Company and which may not be required for the purposes to which they are by any such Acts made specially applicable. Power to apply corporate funds to purposes of Act.

**59.** The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages. Debenture stock.

**60.** All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall be applied for the purposes of this Act and for the general purposes of the Company being in each case purposes to which capital is properly applicable. Application of moneys.

**61.** If any money is payable to a holder of shares or stock in or of a mortgage or debenture stock of the Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company. Receipt in case of persons not *sui juris*.

**62.** No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the Interest not to be paid on calls paid up.

[Ch. lxvi.] *Lancashire and Yorkshire Railway* [3 & 4 GEO. 5.]  
*Act, 1913.*

A.D. 1913. 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.

Power to  
Dearne  
Valley Rail-  
way Com-  
pany to  
apply cor-  
porate funds.

**63.** The Dearne Valley Railway Company may apply to the purposes of this Act in which they are interested and to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Act already passed or to be passed in the present session of Parliament and which may not be required for the purposes for which they are by any such Act made specially applicable.

Deposits for  
future Bills  
not to be  
paid out of  
capital.

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

Provision as  
to general  
Railway  
Acts.

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

Costs of  
Act.

**66.** 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.

[3 & 4 GEO. 5.] *Lancashire and Yorkshire Railway* [Ch. lxvi.]  
*Act, 1913.*

The SCHEDULE referred to in the foregoing Act.

A.D. 1913.

DESCRIBING PROPERTIES OF WHICH PORTIONS ONLY MAY  
 BE REQUIRED.

Parish.	Nos. on deposited Plans.	Description of Property as in the Books of Reference.	
WIDENING RAILWAY AT LIVERPOOL—WIDENING No. 1.			
Liverpool	- -   31	Bonded warehouse.	
ADDITIONAL OPENINGS UNDER LINNEY LANE SHAW.			
Crompton	- -   {	4	Occupation road gas pipes and water pipes.
		5	Land and shed.
LANDS AT ORMSKIRK.			
Ormskirk	- -   2	Chapel yard or burial ground.	
LANDS AT KNOTTINGLEY.			
Knottingley	- -   14	Gardens lawn and greenhouse.	

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