

[50 VICT.]

*Manchester, Sheffield, and Lincolnshire
Railway (Additional Powers) Act, 1886.*

[Ch. xlix.]



CHAPTER xlix.

An Act to authorise the Manchester Sheffield and Lincolnshire Railway Company the Sheffield and Midland Railway Companies Committee and the Cheshire Lines Committee respectively to construct new Railways and other works and to confer further powers upon that Company and those Committees in connection with their respective undertakings and for other purposes.

A.D. 1886.

[25th September 1886.]

WHEREAS it is expedient that the Manchester Sheffield and Lincolnshire Railway Company (in this Act called the Company) should be empowered to make and maintain the railways and other works by this Act authorised to be made and maintained by the Company and to exercise the other powers by this Act conferred upon the Company and to acquire for the purposes of this Act and for the general purposes of their undertaking and works connected therewith the lands and buildings by this Act authorised to be acquired by the Company :

And whereas it is expedient that the Company should be empowered to stop up and discontinue as a highway a certain portion of a public road in the parishes of Chapel-en-le-Frith and Glossop herein-after mentioned and to substitute in lieu thereof a new road herein-after described :

And whereas it is expedient that the Company should be empowered to raise further moneys for the purposes of the works by this Act authorised :

And whereas it is expedient that the time limited by the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1883 for the compulsory purchase of lands for the purposes of the railways and works described in sub-sections 1 2 3 4 7 8 9 and 10 of section 4 of that Act should be extended :

And whereas it is expedient that the time limited by the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act

A.D. 1886. 1884 for the compulsory purchase of certain lands authorised by the Manchester Sheffield and Lincolnshire Railway Act 1881 should be extended :

And whereas it is expedient that the Company should be empowered to subscribe a further sum of money towards the undertaking of the Oldham Ashton-under-Lyne and Guide Bridge Junction Railway Company in this Act referred to as the Oldham Company :

And whereas the Company as the owners of the navigation of the River Dun in the county of York are liable to repair maintain renew and amend three bridges over the New River (commonly called and in this Act referred to as the Dutch River) which was made by the participants and owners of the several lands lying within the level of Hatfield Chase and parts adjacent thereto in the counties of York Lincoln and Nottingham and this liability was originally created by Act 13 Geo. I. cap. 20 intituled "An Act for improving the navigation of the River Dunn from a place called Holmes-Stile in the township of Doncaster in the county of York to Wilsick House in the parish of Barmby Dunn in the said county" and by that Act the said three bridges therein described were to be maintained as draw-up or draw bridges for the easy passage of boats lighters and other vessels through the same without taking down or lowering their masts in such passage :

And whereas the Dutch River was at the passing of the last-mentioned Act the only outlet for the navigation of the River Dun into the tideway but since then a new and improved outlet for that navigation has been made at Keadby on the River Trent by means of a canal authorised by and constructed and maintained under the authority of an Act 33 George III. cap. 117 intituled "An Act for making and maintaining a navigable canal from the River Dun navigation cut at or near Stainforth in the west riding of the county of York to join and communicate with the River Trent at or near Keadby in the county of Lincoln and also a collateral cut from the said canal to join the said River Dun in the parish of Thorne in the said riding" which last-mentioned canal is also now vested in the company :

And whereas owing to the construction of a fixed bridge over the Dutch River at or near Goole under the authority of the North Eastern Railway Company's (Hull and Doncaster Branch) Act 1863 (herein-after referred to as the Hull and Doncaster Railway Act) for the purposes of the railway by that Act authorised vessels with fixed masts can no longer navigate the Dutch River above the said last-mentioned bridge and it would therefore be to the advantage of

the public using such of the bridges as the Company are liable to maintain repair and renew over the Dutch River above the bridge authorised by the Hull and Doncaster Railway Act if those bridges were made and constructed as fixed bridges if and whenever they or either of them require reconstruction and for the reasons aforesaid it is also expedient to repeal alter and amend the said Act 13 Geo. I. cap. 20 in manner herein-after expressed and provided: A.D. 1886.

And whereas it is expedient that the indenture of lease between the Cleethorpes Promenade Pier Company and the Company set forth in the first schedule to this Act should be confirmed:

And whereas the Company are owners of a sea-wall promenade gardens and works connected therewith at Cleethorpes in the county of Lincoln and have expended large sums of money thereon and it is expedient that the Company should be enabled to make and from time to time alter byelaws rules and regulations for the regulation management and control of the said sea-wall promenade gardens and other works:

And whereas by an Act 55 Geo. III. cap. LXV. intituled "An Act for making and maintaining a navigable canal from Sheffield to Tinsley in the west riding of the county of York" certain persons in that Act named were incorporated under the name of the Company of Proprietors of the Sheffield Canal and the capital stock of that company consisted of seventy thousand four hundred pounds divided into seven hundred and four shares of one hundred pounds each:

And whereas by the Sheffield Canal Purchase Act 1848 the Sheffield Canal was transferred to and vested in the Company in consideration of the payment unto every person who at the passing of that Act was a proprietor and was entitled to one or more of the seven hundred and four shares their respective executors administrators and assigns of a fixed annuity or yearly sum of two pounds ten shillings for or in respect of each such share held by them respectively the total amount of which annuity amounted to the sum of one thousand seven hundred and sixty pounds per annum and was made payable by half-yearly payments on the fifteenth of January and fifteenth of July in every year:

And whereas by the Sheffield Canal Transfer Act 1849 the Sheffield Canal was transferred by the company to the Company of Proprietors of the navigation of the River Dun subject to the payment of the said annuity of one thousand seven hundred and sixty pounds:

And whereas by the South Yorkshire Railway and River Dun Company's Vesting Act 1874 the undertakings of the South

A.D. 1886. Yorkshire Railway and River Dun Company were vested in the Company :

And whereas the said annuities were by the Sheffield Canal Purchase Act 1848 section 28 made first charges upon the undertaking of the Company next after the then existing current encumbrances thereon and are payable half-yearly :

And whereas ever since the passing of the Sheffield Canal Purchase Act 1848 the Company and the Company of Proprietors of the navigation of the River Dun and the South Yorkshire Railway and River Dun Company have undertaken the entire management of the affairs of the Sheffield Canal Company and have annually paid the said annuities amongst the proprietors of the shares in that canal :

And whereas the continued existence of a separate canal company with a separate body of shareholders renders it necessary to keep up and maintain registers of shares and all other necessary books of account and officers to attend to the registration and transfer of shares and division of dividend and it would be to the advantage of the annuitants and a great saving of expense and trouble if the Sheffield Canal Company were dissolved and the said annuities extinguished and the respective shares in respect of which the said annuities are payable converted into debenture stock of the Company (which stock is of a relatively higher value in the market and more easily saleable than the said shares) each shareholder in the said Sheffield Canal Company having allotted to him such an amount of the debenture stock as will produce an annual amount of dividend equal to his said annuity so extinguished :

And whereas it is expedient that the Sheffield and Midland Railway Companies Committee (in this Act referred to as the Sheffield and Midland Committee) should be empowered to construct the works by this Act authorised to be constructed by them and exercise the other powers by this Act conferred upon them and to acquire lands and buildings for the purposes of those works :

And whereas it is expedient that the Cheshire Lines Committee should be empowered to construct the works by this Act authorised to be constructed by them and exercise the other powers conferred upon them and to acquire for the purposes of this Act and for the general purposes of their undertaking the lands and buildings by this Act authorised to be acquired by the Cheshire Lines Committee :

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

And whereas plans and sections and plans and sections in this Act called "amended plans and sections" (showing certain altera-

tion in the plans and sections of part of the railway herein-after referred to as Railway No. 1) describing the several works authorised by this Act and books of reference to those plans respectively containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of lands in the line of the proposed works or within the limits of deviation as defined on the plans and describing those lands and plans of other lands by this Act authorised to be taken compulsorily with like books of reference thereto have been deposited with the clerk of the peace for the county of Lancaster the clerk of the peace for the county of Chester and the clerk of the peace for the county of Derby which first-mentioned plans and sections as altered by the amended plans and sections and books of reference are in this Act referred to as the deposited plans sections and books of reference respectively : A.D. 1886.

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

1. This Act may be cited as the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1886. Short title.

2. The following enactments (as far as the same respectively are applicable for the purpose of and not varied by or inconsistent with this Act) are hereby incorporated with this Act (namely) :— Incorporation of Acts.

The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 :

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the matters following (that is to say) the distribution of the capital of the Company into shares the transfer or transmission of shares the payment of subscriptions and the means of enforcing the payment of calls the forfeiture of shares for non-payment of calls the remedies of creditors of the Company against the shareholders the borrowing of money by the Company on mortgage or bond the conversion of the borrowed money into capital the consolidation of the shares into stock the general meetings of the Company and the exercise of the right of voting by the shareholders the making of dividends the giving of notices and the provision to be made for affording access to the special Act :

The Railways Clauses Consolidation Act 1845 :

Parts I. and II. of the Railways Clauses Act 1863 relating respectively to the construction of a railway and to extension of time :

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Parts I. II. and III. of the Companies Clauses Act 1863 relating respectively to cancellation and surrender of shares additional capital and debenture stock.

Interpreta-
tion.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith or rendered applicable hereto have in this Act the same respective meanings unless the same be varied by this Act or unless there be something in the subject or context repugnant to such construction: And in this Act and for the purposes of this Act in any Act incorporated herewith or rendered applicable hereto the term "court of competent jurisdiction" shall have effect as if the debt or demand with respect to which the term is used were a simple contract debt and not a debt or demand created by statute and the term "superior court" shall include any court of competent jurisdiction.

Power to
Company to
make rail-
ways.

4. Subject to the provisions of this Act the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the railways herein-after described with all proper stations sidings approaches roads works and conveniences connected therewith or incidental thereto 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 that purpose. The railways herein-before referred to and authorised by this Act are:—

- (1.) A Railway No. 1 eight miles three furlongs and 0·5 chain in length commencing in the township of Audenshaw in the parish of Ashton-under-Lyne in the county of Lancaster by a junction with the main line of the Company and terminating in the township of Stretford in the parish of Manchester in the said county of Lancaster by a junction with the Liverpool and Manchester branch of the railway of the Cheshire Lines Committee.
- (2.) A Railway No. 2 five furlongs 2·4 chains in length commencing in the township of Gorton in the parish of Manchester in the county of Lancaster by a junction with the main line of the Company and terminating in the township of Gorton and parish of Manchester by a junction with Railway No. 1.

For the pro-
tection of the
Corporation
of the city of
Manchester.

5. The following provisions for the benefit and protection of the mayor aldermen and citizens of the city of Manchester in the county of Lancaster (in this section called "the corporation") shall unless otherwise agreed be binding upon the Company and full effect shall be given thereto:—

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- (1.) The Company shall prior to the commencement of the works by this Act authorised in the construction of Railway No. 1 and Railway No. 2 in the waterworks estate of the corporation situate in the division of Audenshaw in the parish of Ashton-under-Lyne and the township of Gorton in the parish of Manchester purchase the lands houses and buildings of the corporation shown upon a plan thereof which has been signed by George Henry Hill the engineer of the Manchester Corporation Waterworks and by Francis Fox the engineer of the Company and the Company shall not without the consent of the corporation purchase and take any other lands in the waterworks estate except such as are required for the actual construction of the railway and its slopes and embankments. The Company shall not place their railway and works or any part thereof upon any land of the corporation now forming part of the Gorton Lower Reservoir or the banks thereof or within the fence or wall enclosing the same.
- (2.) Prior to the construction of any works in the said estate a plan and section showing the details thereof shall be forwarded by the Company to the corporation and such works shall be constructed to the reasonable satisfaction of the engineer of the corporation and in such a manner as not to endanger the stability or proper working of the waterworks of the corporation.
- (3.) The said Railway No. 1 and Railway No. 2 shall be carried across the main sewer of the Manchester Corporation Waterworks situate in the lands numbered 20 in the division of Audenshaw in the parish of Ashton-under-Lyne and 113 115 and 116 in the township of Gorton in the parish of Manchester on the parliamentary plans by means of an arch or arches of sufficient strength. The Company shall not cause or permit any water from their works to flow into the reservoirs or works of the corporation.
- (4.) The reservoir keeper's cottage at the Gorton Lower Reservoir may be taken down by the corporation and re-erected by them upon another site to be determined by them the cost thereof and of the rebuilding to be paid by the Company as the same shall be certified by the engineer of the Manchester Corporation Waterworks: Provided that if in rebuilding the said cottage it be enlarged the cost of such enlargement shall be paid by the corporation and not by the Company.
- (5.) In the construction of the Railway No. 1 across land in the township of Gorton through which the supply pipes of the

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corporation from the Gorton reservoirs pass the Company shall at their own cost make and maintain a substantial subway of sufficient dimensions to the reasonable satisfaction of the engineer of the Manchester Corporation Waterworks under and co-extensive with the said railway for the protection of and for affording access to the present and future pipes and works of the corporation and to serve as a foot and cart-way to the property of the corporation between the intended railway and the Manchester and Stockport Canal or elsewhere and the Company shall provide a good and sufficient drain to such subway.

- (6.) The Company shall at their own cost make and maintain a substantial culvert or waterway of sufficient size and strength under their intended railway to convey the water of the existing brook and also such water as the corporation may discharge from their Gorton reservoirs or other works such culvert to be constructed to the reasonable satisfaction of the engineer of the said waterworks.
- (7.) In the construction of the Railway No. 1 across the main drainage works of the corporation recently constructed for the purpose of diverting the drainage of Fairfield and other land (which drainage formerly flowed into the Gorton reservoirs) the Company shall at their own cost provide and maintain a substantial subway co-extensive with the works of the railway so as to protect the main drainage works of the corporation from injury. Such subway shall be of such dimensions and strength as shall be reasonably required by the said engineer.
- (8.) If the construction of the said railway should render necessary any alteration of any of the waterworks of the corporation the same shall be carried out by the corporation but at the expense in all respects of the Company. Any expense reasonably incurred by the corporation in watching their waterworks during the construction or repair of the railway in the waterworks estate shall be repaid by the Company to the corporation on demand.
- (9.) The acquisition by the Company of lands of the corporation under this Act shall be subject to the perpetual easements and rights on the part of the corporation of maintaining the present and all existing and future main sewers pipes aqueducts channels or works through the said lands to be acquired by the Company which may be necessary or expedient for the purpose of their waterworks undertaking.

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- (10.) Before any works of the Company affecting the exercise of the rights and powers of the corporation conferred upon them by the Manchester Corporation Waterworks Act 1879 or the construction or the maintenance of the aqueduct and other works by that Act authorised shall be commenced by the Company a plan and section showing the intended works of the Company in relation to the said intended aqueduct and works of the corporation shall be furnished to the corporation for the sanction and approval of their engineer who shall thereupon specify and describe the works requisite to be executed by the Company for the protection of the said aqueduct and for enabling the same to be constructed and maintained and the works of the Company shall be executed in accordance with such requirement and not otherwise. Any additional cost to which the corporation may be put in the construction of the said intended aqueduct and works in consequence of the works of the Company shall be paid to the corporation by the Company on demand in accordance with the certificate of the engineer of the corporation.
- (11.) If the Railway No. 1 or the Railway No. 2 or both of them be constructed on arches the piers or abutments and foundations of the said arches shall be carried below the surface of the ground to a depth of at least two feet below the level of the underside of any water pipes of the corporation as laid.
- (12.) Where the railway and works connected therewith pass under or through any road or street whether public or private within the limits of supply by the corporation of water or gas suitable arrangements shall be made by and at the cost of the Company for the carrying and protection of the present and future gas and water mains and pipes of the corporation and also of their sewers in accordance with plans to be submitted to and approved by the engineer of the corporation.
- (13.) The Company shall be responsible for any accident or damage caused by their works which may either during the progress of the works of the Company or at any time hereafter be caused by the bursting breakage or leakage of any main or pipe of the corporation over under or adjacent to the said railway and shall at their own cost construct maintain and provide within the limits only of land taken by the Company or under or over which rights may be acquired by the Company by virtue of the powers conferred by this Act all such appliances works and arrangements as the corporation shall reasonably deem necessary and requisite for preventing

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or diminishing the risk of injury to the Company's line and works and persons and property thereon which might arise from any bursting leakage or escape of water or gas from any main or pipe now or hereafter belonging to the corporation.

- (14.) Whenever in execution of the powers in this Act contained it shall be necessary to alter or interfere with or disturb any of the sewers or drains or any of the gas water or other mains or pipes or apparatus belonging to the corporation such alteration in the position or otherwise of any sewers or drains or any gas water or other main pipe or apparatus together with any additional works necessary for the effectual passage of sewage or continuance of the supply of gas or water shall be carried out by and under the direction of the corporation but at the expense in all respects of the Company: And if it shall be found necessary to fix any syphon in connection with any sewers or drains or any gas mains or pipes the Company shall from time to time on demand pay the costs incurred by the corporation in providing the same and in the working repairing and maintaining of such syphon.
- (15.) The Company shall not stop up any portion of Lady Barn Road extending from Wilmslow Road in an easterly direction and marked 10 on the amended deposited plans.
- (16.) The Railway No. 1 (in this subsection referred to as the railway) shall be carried under the several roads respectively numbered on the amended deposited plans 10 and 16 in the parish of Manchester and the said road No. 10 shall not be raised more than thirty inches nor the said road No. 16 more than eighteen inches. The bridge under road No. 10 shall between the parapets thereof be of the full width of the existing road and the bridge under road No. 16 shall have a clear width between the parapets thereof of seventy-two feet. The gradients on each side of the bridge carrying the railway under road No. 10 shall not be steeper than one in forty and the gradients on each side of the bridge carrying road No. 16 over the railway shall not be steeper than one in sixty and the levels of roads numbered on the said amended plans 16A and 16B in the said parish shall be so altered as respectively to join the said road No. 16 with gradients not steeper than one in forty and in case the corporation shall at any time hereafter desire to widen the said road No. 16 to the width of the bridge to be constructed by the Company for carrying that road over their railway in manner herein-before provided and shall give notice of that desire to the Company then and in

such case the Company shall sell and convey to the corporation so much of the lands of the Company abutting upon the said road as may be necessary for that purpose at a price in case of difference to be determined in the manner prescribed by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act with respect to the purchase of lands otherwise than by agreement. A.D. 1886.

- (17.) The Company shall give the corporation all necessary facilities for crossing under their railway with sewers and gas and water pipes. They shall also divert to the satisfaction of the corporation all sewers brooks and water-courses within the city of Manchester which may be interfered with by their works and construct the parapets of all bridges constructed under the powers of this Act which abut upon any streets in the said city of a height of not less than seven feet.
- (18.) The Company shall divert the footpath leading from Sherwood Street to Oaks Bridge along the northerly side of the railway so as to form proper and continuous junctions with the existing footpath and shall also continue the footpath over the railway which leads from Wilbraham Road to Oaks Cottage.
- (19.) The Company shall provide a suitable station or stations in the city of Manchester for both passenger and goods traffic with convenient access thereto from Wilmslow Road.
- (20.) The Company shall not without the consent of the corporation under their common seal in any part or to any extent whatever stop up obstruct place any projection over or interfere with either temporarily or permanently any street or court in the city of Manchester and shall construct all buildings or works to be erected upon any land to be acquired by the Company and which shall abut upon or alongside of any street in the said city according to a front elevation to be subject to the reasonable satisfaction of the corporation or in case of difference to the satisfaction of a surveyor to be appointed by the Board of Trade on the application of either party.
- (21.) To prevent any interference with or danger to the traffic of the city the Company shall not erect or place any scaffolding staging platform or other work in any street in the city except in such position as shall be approved by the city surveyor and the works shall be sufficiently lighted and watched both by day and night until the completion thereof by and at the expense of the Company and arrangements shall be made at the cost of the Company to the reasonable satisfaction of the

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city surveyor that general traffic in the streets shall be continued during the progress of the works.

(22.) All works which the Company are hereby required to construct shall be maintained by them at their cost and all and singular sum and sums of money herein provided to be paid by the Company to the corporation may be recovered by the corporation as a simple contract debt in any court of competent jurisdiction.

(23.) If any question or difference shall at any time arise between the corporation and the Company touching any plans or elevation prepared by the Company or corporation for the construction of any of the works herein-before provided or as to the reasonableness or sufficiency of such plans or works the same shall (unless otherwise provided) be settled and determined by the engineers of the corporation and the Company or failing agreement by an engineer to be appointed by the Board of Trade on the application of either party and the decision of such last-named engineer shall be final and conclusive.

For the protection of owners and lessees of tramways.

6. If during the construction of the works by this Act authorised it should be necessary or expedient temporarily to remove or interfere with the working of any tramway or tramways which pass along any road the Company shall to the reasonable satisfaction of the owners and lessees of any such tramway or their respective engineers for the time being construct and maintain so long as occasion may require a temporary tramway or temporary tramways in lieu of the tramways or part of a tramway so removed or the working of which has been so interfered with so that at all times during the progress of such work the tramcars of the owners or lessees of such tramway may pass and repass without any interruption along the said road and the Company shall during the progress of and until the completion of such works provide such lighting and watching as may be necessary to prevent accident to all persons and vehicles using the said tramway and on the completion of such works the owners or lessees of any such tramway may at the expense of the Company restore the said tramways and so much of that portion of the said roads which the owners or lessees of the tramway may be liable to repair as may be disturbed by the Company to as good a state and condition as they were in before the commencement of such works and the Company shall recoup and indemnify the respective owners and lessees of the said tramway against all sums costs and expenses which they may be put to in such restoration and the said owners or lessees as aforesaid may

recover as a debt from the Company all such sums costs and expenses together with full costs in any court of competent jurisdiction. A.D. 1886.

7. In constructing the Railway No. 1 by this Act authorised (in this section referred to as "the railway") in the township of Reddish in the parish of Manchester in the county of Lancaster the following provisions for the protection of the Reddish Local Board (in this section called "the board") shall apply and be obligatory upon the Company (that is to say) :--

For the protection of the Reddish Local Board.

- (1.) The bridges for carrying Pink Bank Lane No. 215 in the parish of Manchester and Sandfold Lane No. 210 in the same parish on the deposited plans over the railway and the approach roads thereto shall be made a clear width of thirty-six feet between the parapets thereof and the said approach roads shall have a gradient of not less than one in thirty.
- (2.) The Company at their own expense shall construct and for ever after maintain across their railway and to the full limits of the boundary fences thereof at the points where it will cross Sandfold Lane and Pink Bank Lane or at some point near thereto to be fixed by the board iron pipe drains of at least the same size as the drains laid on either side thereof by the board for the purpose of conveying surface or subsoil water and also to the full limits as aforesaid at both the said roads proper and sufficient sewers of iron pipes of at least the same size as the sewers laid on either side of the railway by the board such sewers to be for the purpose of conveying ordinary sewage and the said Company shall also construct and maintain proper man-holes at each end of the said drains and sewers respectively and the whole of the said works shall be executed to the reasonable satisfaction of the engineer for the time being of the board.
- (3.) In case the level of the railway where it intersects the said drains and sewers of the Board at Pink Bank Lane and Sandfold Lane aforesaid shall be below the level of those drains and sewers then the portion of such drains and sewers where they pass under the railway shall be constructed by the Company by means of inverted syphons and a proper and sufficient penstock or other approved flushing apparatus shall likewise be constructed in the man-hole at the upper end of such inverted syphon and the said man-holes syphons and flushing apparatus shall at all times be maintained by the Company in good working order and free from accumulations and deposit and

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the board their officers and servants shall at all times have access to such man-holes for inspection or otherwise.

(4.) If at any time after the construction of the railway it shall be necessary for the due and efficient draining of the district of the board to construct any additional drains or sewers across the railway of the Company beyond those provided for in this enactment then and in such case the Company shall pay to the board any additional cost or expense which the board may reasonably incur or be put to in the construction of such additional drains or sewers under the said railway and within the limits of the boundary fences thereof.

(5.) The plans sections and specifications of all works which under this section the Company are required to construct or towards the cost of which they may have to contribute shall be submitted to the board for their approval and in case the engineer of the Company and local board differ as to the said plans and specifications or as to the additional cost which the Company should pay under sub-section 4 the same shall be settled and determined by an engineer to be appointed on the application of either party by the Local Government Board and the costs of such reference shall likewise be subject to the decision of the said engineer so appointed.

For the protection of the Audenshaw Local Board.

8. The following provisions for the protection and benefit of the local board for the district of Audenshaw in the county of Lancaster (in this section referred to as "the local board") shall have effect:

(1.) The Company shall carry Booth Road over Railway No. 1 by a bridge of such width that the road over the same and the approaches thereto shall not be less than twenty-five feet in the clear between the parapet walls and the level of such road shall not be altered.

(2.) The Company shall form kerb and maintain footpaths on each side of the road over the bridge and approaches of such width and materials as the local board shall reasonably require.

(3.) The Company shall construct and maintain on each side and for the full length of the said bridge and the approaches thereto a substantial parapet or close screen not less than seven feet in height above the level of the roadway.

(4.) When the Company widen that portion of their main line which is crossed by Booth Road they shall re-construct the bridge and approaches carrying that road over the main line of the same width as the bridge carrying the same road over Railway No. 1 and they shall make and maintain on each side and for the full length of the new bridge and of the approaches

thereto footpaths and parapets or close screens uniform in form and height with the footpaths parapets and screens of the first-named bridge and approaches. A.D. 1886.

(5.) If at any time hereafter the local board shall lay down any sewer or drain or require any such sewer or drain to be laid down in Booth Road the Company shall at their own expense at the request of the local board construct and maintain a sewer or drain under the Company's main line and Railway No. 1 and other their lands and works in continuation of the sewer or drain so laid in Booth Road and in the line (or as near as may be) of that road according to such plans and specifications and of such dimensions and materials as shall be agreed upon between the local board and the Company or in default of agreement settled by an engineer to be appointed by the Board of Trade on the application of either party.

(6.) The Company shall carry all public footpaths within the district of the local board interfered with by Railway No. 1 (including the footpath crossing the field No. 20 on the deposited plans for the parish of Ashton-under-Lyne) over that railway by suitable bridges and approaches of not less than six feet in width.

9. In constructing Railway No. 1 where the same is intended to pass under the railway of the Manchester South Junction and Altrincham Railway Company (in this Act called the South Junction Company) the following provisions shall subject to the provisions of this Act apply and have effect:

For protection of the Manchester South Junction and Altrincham Railway Company.

(1.) The Company shall construct the said portion of Railway No. 1 as near as possible at the place indicated by the centre line of that railway in the deposited plans thereof and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the South Junction Company at such crossing and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railway of the South Junction Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the South Junction Company full compensation in respect thereof to be recovered with full costs in any court of competent jurisdiction.

(2.) The Company shall where the said Railway No. 1 is intended to be carried under the railway of the South Junction Railway construct a wrought iron girder bridge with wrought iron

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flooring such bridge to be not less than fifty feet in width between the parapets measured on the square and the upper surface of the girders must not at any point project more than one foot six inches above the level of the existing rails at the point of crossing and the Company shall construct the said bridge in such position as may be reasonably required by the principal engineer for the time being of the South Junction Company (herein-after called the said principal engineer) for conveniently widening the said railway and shall if required by the South Junction Company grant that company free of cost an easement thereon for laying down maintaining and using additional rails thereon. The said girder bridge shall be constructed in such manner and of such strength as to be convenient and sufficient for the construction and laying down thereover by the South Junction Company of such lines of rails sidings and other works as they may deem expedient.

(3.) The Company shall construct the said portion of Railway No. 1 and all the works both temporary and permanent necessary and incident to the construction thereof or affecting the property and works of the South Junction Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the said principal engineer and the Company shall not commence the construction of the said portions of railways or enter upon or interfere with any land works or property belonging to or used by the South Junction Company until such plans sections and specifications have been so submitted and approved: Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same then the said portions of railway and works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the South Junction Company by the president for the time being of the Institution of Civil Engineers.

(4.) The said portions of railways and all the works necessary or incident to the construction thereof or affecting the property and works of the South Junction Company shall be executed by and in all things at the expense of the Company and under

the superintendence and to the reasonable satisfaction of the A.D. 1886.
said principal engineer.

- (5.) The Company shall not (except with the previous consent of South Junction Company under their common seal) purchase or acquire any lands or property of the South Junction Company but the Company may purchase and take and the South Junction Company shall sell and grant accordingly an easement or right of using so much of the lands of that company as may be necessary for the construction of the said portion of Railway No. 1 in accordance with the provisions of this section.
- (6.) During the construction of the said portion of railway under across and adjoining and near to or affecting the railways property and works of the South Junction Company the Company shall bear and on demand pay to that company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching their railways and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise.
- (7.) The Company shall at all times maintain the said portions of railway and all works connected therewith and incident thereto by which the said railways shall be carried under across and adjoining the railways works and lands of the South Junction Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the South Junction Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the South Junction Company by the Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction.
- (8.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the South Junction Company all costs losses damages and expenses which may be occasioned to that company or to any of their railways works or property or to the traffic thereon or otherwise by reason of

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the execution or failure of the Company's railways and the works in connection therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the South Junction Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission.

(9.) The Company and the South Junction Company may agree for any variation or alteration of the works in this section provided, for or in the manner in which the same shall be executed.

(10.) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the South Junction Company otherwise than is herein expressly provided.

For protection of the London and North-western Railway Company.

10. In constructing so much of Railway No. 1 as shall be under the Stockport and Manchester Railway or upon the lands of the London and North-western Railway Company (in this section called the North-western Company) the following provisions shall apply and have effect (that is to say) :—

(1.) The Company shall construct the said portion of Railway No. 1 with two lines of rails only and in such line within the limits of deviation as shall be approved by Francis Stevenson or other the principal engineer for the time being of the North-western Company in this section called "the said principal engineer" and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North-western Company and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railway and works of the North-western Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the North-western Company full compensation in respect thereof to be recovered with full costs in any court of competent jurisdiction.

(2.) The said portion of Railway No. 1 shall be constructed under the four main lines of railway of the North-western Company and for a distance of six yards on each side thereof at the point of crossing so as to pass under the same by means of a wrought-iron girder bridge with wrought-iron flooring and the upper surface of such flooring and girders shall be of an uniform level of two feet at least below the level of the existing rails of the North-western Company at the point of crossing.

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- (3.) The remainder of the said portion of Railway No. 1 upon the lands of the North-western Company shall be constructed in a brick arched structure up to the east boundary of the lands of the North-western Company at the point of crossing the top of the said arched structure to be at least three feet below the rail level aforesaid.
- (4.) The said girder bridge and the said arch or tunnel shall be constructed in such manner and of such strength as to be convenient and sufficient for the construction and laying down thereover by the North-western Company of such lines of rail sidings and other works as they may deem expedient.
- (5.) The Company shall construct the said portion of Railway No. 1 and all the works both temporary and permanent necessary and incident to the construction thereof or affecting the property and works of the North-western Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the said principal engineer and the Company shall not commence the construction of the said portion of railway or enter upon or interfere with any land works or property belonging to or used by the North-western Company until such plans sections and specifications have been so submitted and approved: Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same then the said portion of railway and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the North-western Company by the president for the time being of the Institution of Civil Engineers.
- (6.) The said portion of Railway No. 1 and all works both temporary and permanent necessary and incident to the construction thereof or affecting the property or works of the North-western Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the satisfaction of the said principal engineer.
- (7.) The Company shall not (except with the previous consent of the North-western Company under their common seal) purchase or acquire any lands or property of the North-western Company

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but the Company may purchase and take and the North-western Company shall sell and grant accordingly an easement or right of using so much of the lands of the latter Company as may be necessary for the construction of the said portion of Railway No. 1 in accordance with the provisions of this section.

- (8.) During the construction of the said portion of Railway No. 1 under across and adjoining and near to or affecting the railways property and works of the North-western Company the Company shall bear and on demand pay to that company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching their railways and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise.
- (9.) The Company shall at all times maintain the said portion of Railway No. 1 and all the works connected therewith and incident thereto by which the said railway shall be carried under across and adjoining the railways works and lands of the North-western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the North-western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the North-western Company by the Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction.
- (10.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North-western Company all costs losses damages and expenses which may be occasioned to that Company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railways and the works in connection therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually

indemnify and hold harmless the North-western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission. A.D. 1886.

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

(12.) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the North-western Company otherwise than is herein expressly provided.

11. For the protection of the local board for the district of Levenshulme (in this section called the board) the following provisions shall have effect unless otherwise agreed on in writing by the Company and the board (that is to say) :— For the protection of the local board of Levenshulme.

(1.) The Company shall when constructing their railway construct and lay down and afterwards maintain along the north side of Railway No. 1 by this Act authorised (herein-after referred to as the railway) for sewage purposes a pipe 18 inches in diameter from the point where the railway is intended to cross road No. 228 in the parish of Manchester on the deposited plans to the point where the railway is intended to cross the road No. 297 in the said parish on the said plans and will also make complete and maintain all such works as may be necessary and proper for connecting the said pipe with the sewers of the Board in the said last-mentioned roads respectively.

(2.) The Company shall when constructing the railway construct and lay down and afterwards maintain along the south side of the railway for sewage purposes a pipe 18 inches in diameter from the point where the railway is intended to cross the said road No. 297 to the point where the railway is intended to cross road No. 359 in the said parish on the said plans and will also make complete and maintain all such works as may be necessary and proper for connecting the said pipe with the sewers of the board in the said last-mentioned roads respectively.

(3.) The Company shall carry out make and maintain all such works as shall to the reasonable satisfaction of the board be necessary and proper to carry off into the side drains of their railway the water now flowing or intended by the drainage scheme of the board to flow along the existing and intended drains in either of the said roads numbered respectively 228 and 297.

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- (4.) The Company shall construct and maintain all such works as shall be necessary to carry the sewer of the board in the said road No. 359 under the railway without syphoning or altering the level of the said sewer and shall also construct and maintain all such works as may be necessary to carry the drainage water now flowing along the drains in the said last-mentioned road over the railway in such a manner as not to hinder or impede the flow of sewage and drainage water through and along the said sewer and drains.
- (5.) All the works by this section required to be constructed by the Company for the protection of the sewers and other drainage works of the board shall be executed and carried out according to plans and specifications to be previously submitted to the board and subject to the reasonable satisfaction of the surveyor for the time being of the board but in case there shall be any difference of opinion between the engineers of the Company and the board as to the said plans and specifications the matter in dispute shall be settled by arbitration in manner herein-after provided.
- (6.) All the works herein provided to be done and executed by the Company shall be carried out and executed by and at the expense of the Company in all respects who shall also bear the reasonable cost and expense of the surveyor of the board for inspection of the said works during their progress.
- (7.) The board by its officers servants and agents shall (subject to such reasonable regulations as the Company may from time to time require to protect the traffic and the public using their railway) have full and free access to all works under the provisions of this enactment executed for the benefit or protection of the board on the lands of the Company for the purpose of inspecting cleansing and ascertaining whether the same are in good working order and condition or otherwise carrying out the duties and obligations of the board with reference to the said works.
- (8.) The approach road on the south side of the bridge intended to carry the said road No. 359 on the deposited plans over the railway shall be constructed and maintained so as to have a gradient of not less than 1 in 24.
- (9.) The Company shall wherever within the district of the board the railway cuts through a public footpath construct a proper foot bridge of not less than 6 feet in width to carry such footpath over the cutting.

(10.) If any question or difference shall at any time arise between the board and the Company touching any plans sections or specifications prepared by the Company for the construction of any of the works herein-before provided or as to the reasonableness or sufficiency of any such plans or works the same shall be settled and determined by the surveyor and engineer respectively for the time being of the board and the Company or failing agreement by an engineer to be appointed by the president for the time being of the Institute of Civil Engineers on the application of either party and the decision of such last-named engineer shall be final and conclusive. A.D. 1886.

(11.) Nothing herein contained shall in any way prejudice or affect the rights and powers of the board under the provisions of the Public Health Act 1875.

12. For the protection of the Withington Local Board being the urban sanitary authority for the district of Withington be it enacted that the bridge for carrying the road [No. 528] in the parish of Manchester on the deposited plans over Railway No. 1 shall be of the same width between the parapets thereof as the existing bridge carrying that road over the Midland Railway with an approach road of a like width and with a gradient not steeper than that of the approach road to the said existing bridge. For protection of Withington Local Board.

13. For the protection of the trustees of the will of the late Charles Carill Worsley (in this section called "the trustees") the following provisions shall apply and have effect (that is to say):— For protection of Carill Worsley Trustees.

(1.) In the construction of Railway No. 1 the Company shall make and maintain a bridge where such railway crosses Lady Barn Lane which shall be of a clear width of forty-two feet between the parapets and the approach roads shall have a gradient of not less than 1 in 40 and in constructing such bridge Lady Barn Lane shall not be raised more than thirty inches from its present level and the road over such bridge and the approaches thereto shall be properly curbed and metalled and for ever after maintained in good order by the Company until the same shall be taken over by the public authority having jurisdiction over roads in the district or parish in which such road and bridge shall be situate. During the construction of the bridge proper provision shall be made for maintaining traffic along Lady Barn Lane.

(2.) The Company shall make and maintain a bridge over the said railway at such point as the trustees may prescribe for the purpose of affording the requisite communication between the severed portions of their property and such bridge shall be

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of a clear width of 36 feet between the parapets and the approaches thereto shall be of the same width and the approach roads shall have a gradient of not less than 1 in 40 And the road over such bridge and the approaches thereto shall be properly curbed and metalled and for ever after maintained in good order and condition by the Company until the same shall be taken over by the public authority having jurisdiction over roads in the district or parish wherein that road and bridge shall be situate.

(3.) The trustees shall provide free of cost the necessary land for the approaches to the last-mentioned bridge which approaches shall remain their property.

(4.) The trustees shall have a right of way with or without horses carts and carriages over the said bridges at all times and for all purposes.

(5.) Before Railway No. 1 shall be commenced the Company shall purchase the land coloured blue on a plan signed by William Raby of Manchester surveyor of the trustees and Francis Fox the engineer of the Company except a site of eight feet in width along the eastern end thereof which shall be reserved to the trustees for a footpath and the trustees shall have a right to construct at their own expense within twenty years from the passing of this Act a foot-bridge over Railway No. 1 to connect their land with such footpath.

For protec-
tion of the
Sheffield and
Midland
Committee.

14. In constructing and maintaining the works authorised by this Act where they will cross the Manchester and Stockport Railway of the Sheffield and Midland Committee (in this section called the said railway) the Company shall be subject to the following conditions (videlicet):—

(1.) All works crossing or affecting the said railway shall be executed at the expense of the Company under the superintendence and to the satisfaction of the principal engineer of the Sheffield and Midland Committee and according to plans and specifications to be previously submitted to such engineer and reasonably approved by him in writing: Provided that if such engineer shall not have expressed his approval or disapproval of the said plans and specifications within one month after the same shall have been submitted to him he shall be deemed to have approved thereof.

(2.) The bridge carrying the Railway No. 1 over the said railway shall be constructed of a clear width between the parapets of fifty feet and with a clear headway of not less than fourteen feet six inches.

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- (3.) The works shall be constructed and maintained so that the traffic upon the said railway shall not be in anywise impeded or interfered with and such maintenance shall be effected under the superintendence and to the satisfaction of the said engineer and in all things at the expense of the Company.
- (4.) If by reason of the construction or maintenance of the works or any of them or the failure of any of the works or of the maintenance thereof or otherwise the said railway or the works connected therewith shall be injured or the traffic thereon impeded the Company shall compensate the said Sheffield and Midland Committee for all costs to which that Committee may be put in repairing the said damage.
- (5.) The Company shall also indemnify the Sheffield and Midland Committee for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on their railway or by reason of any accident on the said railway which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors or their respective servants workmen or employés.
- (6.) The Company shall not acquire any estate or interest in the lands and property of the Sheffield and Midland Committee other than an easement or right of constructing or maintaining therein the works by this Act authorised.
- (7.) The amounts to be paid for the acquisition of such easement shall be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement.

15. Notwithstanding anything in this Act contained the Company shall not commence the construction of so much of Railway No. 1 by this Act authorised as lies between the point marked six miles two furlongs and eight chains on the deposited plans and the termination thereof until after the first day of September one thousand eight hundred and eighty-seven and if before that date the heads of arrangement set forth in the second schedule to this Act shall have received the sanction of Parliament the powers in this Act contained for the construction of the said portion of railway shall cease and determine.

Suspending
execution of
Railway
No. 1.

16. Whereas by certain heads of arrangement dated the sixth day of March 1878 and made between the London and North-western Railway Company of the first part the Company of the second part and the Manchester South Junction and Altrincham Railway Company of the third part which heads of arrangement were scheduled to and confirmed by the Manchester Sheffield and

As to Man-
chester South
Junction and
Altrincham
traffic.

A.D. 1886. Lincolnshire Railway Act 1878 certain agreements and stipulations were made with respect to traffic to and from the Central Station Manchester as therein set forth: Be it enacted therefore that Articles 2 and 5 of the said heads shall be construed so as to include traffic to and from the Central Station Manchester from and to the railways and station in the said articles referred to notwithstanding that the said traffic may have passed or be destined to pass over Railway No. 1 by this Act authorised or over the portion of the Manchester South District Railway between Chorlton-cum-Hardy and Old Trafford intended to be vested in the Cheshire Lines Committee.

Land for extraordinary purposes.

17. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed two acres.

Imposing penalty unless railways opened within time limited.

18. If the Company fail within the period limited by this Act to complete the railways or either of them authorised by this Act to be made and maintained by them the Company shall be liable to a penalty of fifty pounds for every day after the expiration of the period so limited until the uncompleted railways or railway are or is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works of the railways or railway in respect of which the penalty has been incurred and the said penalty may be applied for by any landowner or other person claiming to be compensated in reference to the railways or railway in respect of which the penalty has been incurred in accordance with the provisions of the next following section of this Act or by the Solicitor to Her Majesty's Treasury 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 and with the privity of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the uncompleted railways or railway by unforeseen accident or circumstances beyond their control: Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

19. 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 the railway in respect of which the penalty has been incurred or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property for the purposes of that railway conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England 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 either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said division if the Company is insolvent or has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

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Providing
for appli-
cation of
penalty.

20. 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 from time to time enter upon take use and appropriate to the purposes of their undertaking all or any of the lands and buildings following delineated on the deposited plans and described in the deposited books of reference (that is to say) :—

Power to
acquire lands
for general
purposes.

Certain lands houses and buildings situate in the parish of Manchester in the county of Lancaster lying and abutting on the Manchester South Junction and Altrincham Railway and numbered respectively on the deposited plans in the said parish of Manchester 111 112 113 114 118 119 120 132 135 149 150 152 153 154 155 156 157 158 159 160 171 172 173 and 176.

Certain other lands houses and buildings situate in Manchester aforesaid and bounded by the Bridgewater Viaduct in Chester

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Road and by the highway leading from Deansgate to Knott Mill Bridge at the point of junction of those two roads and belonging or reputed to belong to the trustees of the Duke of Bridgewater and the Bridgewater Navigation Company Limited and others.

Certain other lands houses and buildings in the parishes of Chapel-en-le-Frith and Glossop both in the county of Derby abutting at the southerly end thereof on the highway leading from Chinley Chapel to Bowden Head at a place called the Wash and where the said road crosses the Hockham Brook and extending from thence on both sides of that brook up the valley through which the same brook flows for a distance of sixty chains or thereabouts.

Certain lands
not to be
acquired
without
consent of
the South
Junction
Company.

21. Whereas the lands in Manchester in the last preceding section described are required for the improvement and enlargement of the Knott Mill Station of the South Junction Company whose undertaking is the joint property of the Company and the London and North-western Railway Company in equal shares: Be it therefore enacted that the Company shall not purchase or acquire the said lands or any part thereof without the consent in writing of the South Junction Company under their common seal nor shall the said lands or any part thereof be used for any other purpose than the enlargement or improvement of the said station or otherwise in connection with the undertaking of the South Junction Company.

Restriction
on displacing
persons of
labouring
class.

22. The Company shall not under the powers of this Act or of the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1883 so far as the powers for the compulsory purchase of lands for the purpose of the works described in sub-sections 1 2 3 4 7 8 9 and 10 of section 4 of that Act are by this Act extended or of the Manchester Sheffield and Lincolnshire Railway Act 1881 so far as the powers for the compulsory purchase of certain lands in the parish of Ordsall in the county of Nottingham authorised by that Act are by this Act extended purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until:—

(a.) They shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as

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

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

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

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

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

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

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

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose

A.D. 1886. — of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

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

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment: Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit.

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

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

(10.) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under

this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector. A.D. 1886.

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

23. Subject to the provisions of this Act as regards the consent of the corporation of Manchester the Company may stop up and discontinue so much of Junction Street as lies between the north-westerly side of the bridge carrying that street over the Ashton Canal and the point where Junction Street joins Store Street in the parish of Manchester the whole of the lands on both sides of the street intended to be stopped up being the property of the Company and all rights of way over such portion of street shall be and are as from such stopping up hereby extinguished and the site thereof so far as the same is bounded on both sides by land of the Company shall subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway vest absolutely in the Company.

Stopping up roads and extinguishment of rights of way within limits of lands acquired.

24. Subject to the provisions of this Act the Company may stop up and discontinue as a highway so much of a public road in the parishes of Chapel-en-le-Frith and Glossop leading from Chinley Chapel to Malcoff as lies between a point on that road distant seven and a half chains or thereabouts measured in a north-easterly direction along that road from the point where that road joins the highway leading from Chinley Chapel to Bowden Head and another point on the highway intended to be stopped up distant six chains or thereabouts measured in an easterly direction along that road from the bridge carrying the same over the stream known as the Hockham Brook and in lieu thereof the Company may in the line shown on the deposited plans and according to the levels shown on the deposited sections construct a new road commencing in the parish of Glossop by a junction with the said highway leading from Chinley Chapel to Malcoff aforesaid at a point on that highway distant three and a quarter chains or thereabouts measured in a westerly direction along that highway from the point where the existing road from Chinley Chapel to Malcoff joins the said highway from Chinley Chapel to Bowden Head and terminating in the said

Stopping up of portion of road leading from Chinley Chapel to Malcoff and new road in lieu thereof.

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parish of Chapel-en-le-Frith by a junction with the existing road from Chinley Chapel to Malcoff at a point on that road distant six chains or thereabouts from the bridge carrying the same over the said stream known as the Hockham Brook being the same point as that herein-before described as the point of termination of the intended stopping of the existing road 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 that purpose: Provided that the portion of road herein-before mentioned shall not be stopped up until the said new road authorised by this Act and substituted for and in lieu thereof is opened for traffic.

Power to
take ease-
ments by
agreement.

25. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act 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.

Railways as
to tolls and
otherwise to
form part of
the Com-
pany's under-
taking.

26. The Company may demand and receive for and in respect of the railways hereby authorised to be made and maintained by them the same tolls and charges as they are empowered to receive in respect of their existing railways and those railways shall in all respects be deemed part of the railways of the Company.

Power to
apply corpo-
rate funds.

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

Power to
raise addi-
tional share
capital.

28. In addition to such share capital as the Company are for the time being independently of this Act authorised to raise they may from time to time raise such additional capital as they think requisite for the purpose of this Act not exceeding the sum of five hundred thousand pounds.

Mode of
raising addi-
tional share
capital.

29. The additional share capital by this Act authorised to be raised by the Company shall be raised by the creation of new shares or new stock ordinary or preference or partly ordinary and partly preference as the Company from time to time think fit.

New shares
or stock to
be subject to

30. Subject to the provisions of this Act the capital in new shares or stock created by the Company under this Act and the new

shares or stock therein and the holders thereof respectively shall be entitled and subject to the same powers rights privileges liabilities and incidents in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital.

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the same in-
cidents as
other shares
or stock.

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

No share to
be issued
until one
fifth part
paid.

32. The Company may in respect of the additional capital of five 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 one hundred and sixty-six thousand pounds but no part thereof shall be borrowed until shares for so much of the said additional capital 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 so much of such capital as is to be raised by shares have been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of such 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 bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Power to
borrow.

33. All 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 hereof shall during the continuance of such mortgages and bonds and subject to the provisions of the Acts under which such mortgages and bonds

Existing
mortgages to
have priority.

A.D. 1886. — were respectively granted have priority over any mortgages to be granted by virtue of this Act and 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.

Repealing
provisions of
former Acts
with respect
to appoint-
ment of a
receiver.

34. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal or principal and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision.

Appoint-
ment of a
receiver.

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

Power to
create
debenture
stock.

36. 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.

Application
of moneys.

37. 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 the general purposes of the Company being in every case purposes to which capital is properly applicable.

Period for
compulsory
purchase of
lands.

38. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for
completion
of works.

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

40. The powers granted to the Company by the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1883 for the compulsory purchase of lands and buildings for the purposes of the works described in sub-sections 1 2 3 4 7 8 9 and 10 of section 4 of that Act and authorised thereby is hereby extended and may be exercised by the Company for and during a period of two years from the second day of August one thousand eight hundred and eighty-six and on the expiration of that period those powers shall cease.

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Extension of time for purchase of certain lands under the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1883.

41. The time limited by the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1884 for the compulsory purchase of certain lands and buildings in the parish of Ordsall in the county of Nottingham authorised by the Manchester Sheffield and Lincolnshire Railway Act 1881 is hereby extended and may be exercised by the Company for and during a period of two years from the eighth day of April one thousand eight hundred and eighty-six and on the expiration of that period those powers shall cease.

Extension of time for compulsory purchase of certain lands authorised by the Manchester Sheffield and Lincolnshire Railway Act 1881.

42. The Company may with the authority of three fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for that purpose from time to time subscribe in addition to any money they are already authorised to subscribe towards the undertaking of the Oldham Company any sums which they may think fit towards the undertaking of that Company not exceeding in the whole fifty thousand pounds and may with the like authority contribute and apply in payment thereof any of the moneys which they now have in their hands or which they have power to raise by virtue of any Act relating to the Company and which may not be required for the purposes to which such moneys are by any such Act made specially applicable and shall in respect of the sum subscribed and the corresponding shares have all the powers rights and privileges (except in regard to voting at general meetings) and be subject to all the obligations and liabilities of proprietors of shares in that company: Provided always that the Company shall not sell dispose of or transfer any of the shares for which they may subscribe as aforesaid.

Power to Company to subscribe to undertaking of the Oldham Company.

43. The Company whilst shareholders of the Oldham Company may by writing under their common seal from time to time appoint some person to attend any meeting of that Company and such person shall have all the privileges and powers attaching to a shareholder of that company at such meetings and may vote thereat in respect of the capital held by the Company.

Votes of Company at general meetings of Oldham Company.

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Company
 may sub-
 stitute fixed
 bridges for
 drawbridges
 over Dutch
 River and
 River Dun
 Navigation.

Provisions as
 to Goole
 Bridge.

44. So much and such parts of the said Act 13 George I. cap. 20 as relates to the maintenance of such of the bridges over the Dutch River in that Act mentioned and described as are situate above the bridge over that river authorised by the Hull and Doncaster Railway Act as opening or drawbridges is hereby repealed and the Company when repairing or renewing those bridges or either of them may repair construct and maintain the same or any new bridges constructed in lieu thereof as fixed bridges.

45. Whereas the bridge over the Dutch River known as Goole Bridge forms the only approach to the town of Goole from the south and is now out of repair and the Company in pursuance of the obligation imposed upon them for that purpose by the said Act passed in the thirteenth year of the reign of George I. cap. 20 are about to rebuild the same and it is expedient that in rebuilding the bridge the same should be improved and enlarged so as better to accommodate the largely increasing traffic over the said bridge and that the justices of the peace of the west riding of the county of York (herein-after called the justices) and the Goole Local Board should be enabled to contribute to such improvement and enlargement which they are willing to do and that the bridge should thereafter be maintained and worked by the Goole Local Board: Be it therefore enacted as follows:—

(1.) As soon as the Goole Local Board shall have contributed and paid to the Company the sum of one thousand five hundred pounds towards the cost of the improved and enlarged bridge and the approaches thereto out of money which they are hereby authorised to borrow for the purpose with the consent of the Local Government Board upon the security of their district fund and general district rate as if the same were expenses incurred under the Public Health Act 1875 the Company shall rebuild and renew the said bridge over the Dutch River known as Goole Bridge in stone or iron or those materials combined with an opening span of forty-five feet and a clear carriage-way of seventeen feet properly metalled and a paved footpath four feet wide on either side and capable of carrying a rolling load of at least fifteen tons and with proper dolphins of wood for the protection of such bridge and otherwise in accordance with the plans sections and specifications of such new bridge and approaches already approved by the justices and the Goole Local Board and signed by their respective clerks in reference thereto.

(2.) The said bridge and works and the roadway and footpaths over the same and approaches thereto shall be constructed and completed in a proper and workmanlike manner to the

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—

reasonable satisfaction of the said local board and in case any difference shall arise between the said local board and the Company under this sub-section the same shall be referred to and settled by an engineer to be agreed upon between the local board and the Company or to be appointed by the Board of Trade on the application of either party.

(3.) Upon the completion of the said bridge and works and the roadway and footpaths over the same and the approaches thereto in accordance with the provisions of this section and upon the bridge being certified by the bridge surveyor of the justices in manner mentioned in section 22 of the Highways and Locomotives (Amendment) Act 1878 the justices shall contribute and pay to the Company out of the county rates the sum of two thousand pounds towards the cost of such bridge and approaches and upon such completion as aforesaid the same shall be adopted and taken over by the Goole Local Board as part of the public streets or roads within their district and shall thenceforth from time to time be maintained repaired and the opening span of such bridge worked for the passage of vessels through the same by and at the expense of the said local board as part of the expenses of such local board under the Public Health Act 1875: Provided that nothing herein contained or the payment by the justices of the said sum of two thousand pounds shall be deemed or construed to make the said bridge a public bridge repairable by the inhabitants at large of the said west riding.

(4.) As soon as the said bridge and works and the roadway and footpaths over the same and the approaches thereto are completed in accordance with the provisions of this section all liability of the Company under the said Act passed in the 13th year of the reign of George I. cap. 20 or any Acts amending the same to maintain repair and renew such bridge shall cease and determine and thereupon the right conferred by the said Acts to demand receive and take rates tolls or dues for the passage through such bridge of boats lighters or other vessels requiring the bridge to be opened now vested in the Company and certain lands and buildings now held by them on each side of the river and coloured red on a plan thereof signed by the respective engineers of the Company and the local board shall be transferred to and thenceforth belong to and be enjoyed and be exerciseable by the Goole Local Board who shall carry any moneys arising from such property rates tolls or dues to the credit of their district fund.

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Confirmation
of lease of
undertaking
of Cleethorpes
Promenade Pier
Company.

Power to
make byelaws
as to sea wall &c.
at Cleethorpes.

Dissolution
of canal
company
and conversion
of canal
annuities into
debenture
stock.

Power to
create debenture
stock in lieu of
canal
annuities.

As to certificates
of stock.

46. The indenture of lease dated the 19th day of April 1884 made between the Cleethorpes Promenade Pier Company of the one part and the Company of the other part a copy of which is set forth in the first schedule to this Act is hereby confirmed and made binding on the parties thereto and full effect may and shall be given thereto.

47. The Company may from time to time make alter and rescind byelaws for the regulation management and control of the sea wall promenade gardens and works connected therewith belonging to the Company at Cleethorpes in the county of Lincoln and may by any such byelaws impose penalties for the breach thereof not exceeding five pounds but no such byelaws shall be valid until confirmed by the Board of Trade.

48. From and immediately after the passing of this Act the Sheffield Canal Company shall be and is hereby dissolved and the annuities created by the before in part recited Acts relating thereto and payable by the Company to that canal company are hereby extinguished and each of the owners or proprietors of shares in that canal company shall in respect of his respective shares in that company be and henceforth become a holder or proprietor of such an amount of debenture stock in the Company bearing interest at four pounds ten shillings per centum per annum as will produce an annual income equal to his share in the said annuities hereby extinguished the first payment of interest on such debenture stock to be calculated as having commenced from the date when the last payment of the said annuities hereby extinguished became due up to the first day of January or first day of July as the case may be next after the passing of this Act and thenceforth half-yearly in each half-year on those days respectively.

49. Notwithstanding anything contained in this Act or in any other Act relating to the Company limiting the amount of debenture stock to be created and issued by them the Company may for the purpose of the substitution of debenture stock for the annuities by this Act extinguished but not for any other purpose whatsoever create and issue (and for the purpose of such creation and issue this enactment shall be sufficient authority) an additional amount of debenture stock bearing interest at four pounds ten shillings per centum per annum not exceeding in the whole forty thousand pounds.

50. From and after the extinguishment of the said annuities and the creation of debenture stock in manner herein provided the Company shall issue to the proprietors of the said annuities free of

any charge certificates representing the debenture stock substituted for those annuities and upon the issue of such certificates any existing certificates of shares are hereby cancelled. A.D. 1886.

51. The debenture stock substituted for the existing shares or annuities shall remain and be vested in the person or persons to whom it is issued upon the same trusts and subject to the same powers provisoes declarations agreements charges liens and incumbrances as at the time of the issue thereof affect the shares or annuities in lieu of which the debenture stock is issued and so as to give effect to and not revoke any deed settlement or other instrument any testamentary disposition of or affecting the same and trustees executors and administrators may accept such debenture stock in lieu of the shares or annuities held by them and by this Act extinguished and retain dispose of or otherwise deal with the same as fully and freely in all respects as they might have retained disposed of or otherwise dealt with the shares or annuities for which it was substituted. Debenture stock to be held on same trusts as annuities.

52. Subject to the provisions of this Act the Sheffield and Midland Committee may stop up and discontinue so much of a public footpath and bridle-way in the townships of Widnes and Ditton in the parish of Prescott in the county of Lancaster leading from Moor Lane in the township of Widnes towards Ditton Station on the London and North-western Railway in the said township of Ditton as lies between the northerly boundary fence of the railway of that committee where that railway passes over Moor Lane and the point where that footpath and bridle-way joins Ditton Road in the township of Ditton on the westerly side of a bridge carrying the railway of that committee over Ditton Road and in lieu thereof the public shall have a right to use for all purposes the whole of a certain road already constructed commencing in the township of Widnes at the southerly side of Moor Lane opposite the point where the highway leading from Lower House joins that lane and running in a southerly direction to where the said already constructed road joins the Ditton Road and so much of the said Ditton Road as lies between the said last-mentioned junction and the westerly side of the aforesaid bridge in the township of Ditton carrying the railway of that committee over Ditton Road. Power to Sheffield and Midland Committee to stop up footpath and bridle-way at Widnes on substituting a road already constructed in lieu thereof.

53. Subject to the provisions of this Act the Sheffield and Midland Committee may stop up and discontinue as a public footpath so much of a public footpath in the townships of Widnes and Ditton leading from Moor Lane aforesaid to Ditton Hall as lies between the northerly boundary fence of the railway of that com- Power to Sheffield and Midland Committee to stop up footpath in Widnes and

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 to substitute
 new foot-
 paths in lieu
 thereof.

mittee where that railway passes over Moor Lane and where that footpath joins the highway which passes Ditton Hall aforesaid and leading from Cow Lane to Ditton Road and may substitute in lieu of the lastly herein-before described footpath intended to be stopped up the new footpaths herein-after described 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 that purpose :

- (1.) A new footpath commencing in the township of Widnes at the westerly side of the road leading from Lower House at the point where that road joins Moor Lane and terminating in the township of Ditton at a point on a road leading past Dundalk Cottage distant sixty yards or thereabouts measured along that road in an easterly direction from the centre of the bridge carrying that road over the railway of the Sheffield and Midland Committee.
- (2.) A new footpath commencing in the township of Ditton by a junction with the intended new footpath lastly described in a field belonging or reputed to belong to James Cross and in the occupation of Henry Taylor at a point in that field distant forty yards or thereabouts from the centre of the south-westerly boundary fence thereof and fifty-one yards or thereabouts from the centre of Stewards Brook measured in a north-westerly direction parallel with that boundary fence and terminating in the highway which passes Ditton Hall and leads from Cow Lane to Ditton Road at a point on that highway distant two hundred and three yards or thereabouts measured in a south-easterly direction along that highway from its junction with the road leading from Ditton Station towards Broadheath Lane.

For the pro-
 tection of
 the Widnes
 Local Board.

54. The following provisions for the protection and benefit of the local board for the district of Widnes in the county of Lancaster (in this section called the local board) shall apply and have effect :

- (1.) Nothing in this Act contained shall take away prejudice or affect the powers of the local board under Sections 150 to 152 both inclusive of the Public Health Act 1875 or any statutory enactments for the time being in force ancillary to or in substitution for those enactments in regard to the road and portion of Ditton Road by this Act substituted for the public footpath and bridle-way thereby authorised to be stopped up.
- (2.) The site and soil of so much of the footpath and bridle-way by this Act authorised to be stopped up as is situate upon the

lands of the local board and used by them for or in connection with their gasworks shall vest in the local board freed from all rights of way. A.D. 1886.

(3.) The Sheffield and Midland Committee shall not stop up and discontinue the public footpath described in the section to this Act with the marginal note "Power to Sheffield and Midland Committee to stop up footpath in Widnes and to substitute new footpaths in lieu thereof" unless and until the new footpaths (1) and (2) described in the same section shall have been made and completed.

(4.) The said new footpaths (1) and (2) shall be made and completed within two years from the passing of this Act and in case the said new footpaths shall not be made and completed and opened for the use of the public within the period aforesaid the Sheffield and Midland Committee shall for every day that they shall be in default pay to the local board the sum of twenty shillings.

(5.) So much of the new footpaths (1) and (2) as shall be situate within the district of the local board shall be formed of good hard clinkers and covered with well burnt cinders and completed and kept in reasonable repair as footpaths to the reasonable satisfaction of the local board and for the period of two years from the time they are opened for public traffic.

55. The powers of the Sheffield and Midland Committee for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands by Sheffield and Midland Committee.

56. Subject to the provisions of this Act the Cheshire Lines Committee may make and maintain in the line and according to the levels shown on the deposited plans and sections the railway and other works herein-after described with all proper stations sidings approaches roads works and conveniences connected therewith or incidental thereto 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 that purpose. The railway and other works in this section referred to and authorised by this Act are :

Power to Cheshire Lines Committee to make railway and other works.

A railway one furlong and six chains in length wholly in the borough and parish of Warrington in the county of Lancaster commencing by a junction with the Liverpool and Manchester Railway of the Cheshire Lines Committee and terminating by a junction with the said Liverpool and Manchester Railway.

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The widening and improvement of the bridge carrying the Winnington branch of the West Cheshire Railway of the Cheshire Lines Committee over a certain occupation road and public footpath situate in the township of Hartford in the parish of Great Budworth in the county of Chester known as Saxon's Lane and numbered 9 and 10 in the said township of Hartford on the plans of that branch railway deposited with the clerk of the peace for the county of Chester in the month of November 1861 for a distance of twenty-three yards or thereabouts exclusive of abutments on the easterly side of that bridge and leaving an opening of eight feet between that bridge and the widening.

Imposing
penalty un-
less railway
opened with-
in time
limited.

57. If the Cheshire Lines Committee fail within the period limited by this Act to complete the railway authorised by this Act to be made and maintained by them the committee shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works of the railway and the said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway in accordance with the provisions of the next following section of this Act or by the Solicitor to Her Majesty's Treasury 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 and with the privity of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Cheshire Lines Committee was prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control: Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing
for applica-
tion of
penalty.

58. 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 the railway or any portion thereof or who have been

subjected to injury or loss in consequence of the compulsory powers of taking property for the purposes of the railway conferred upon the Cheshire Lines Committee and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England 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 either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said division if that Committee is insolvent or has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of that committee or be otherwise applied as part of the assets of that committee for the benefit of the creditors thereof.

A.D. 1886.

59. Subject to the provisions of this Act the Cheshire Lines Committee in addition to the other lands which they are by this Act authorised to acquire may from time to time enter upon take use and appropriate to the purposes of their undertaking all or any of the lands and buildings following delineated on the deposited plans and described in the deposited books of reference (that is to say):—

Power to
Cheshire
Lines Com-
mittee to
acquire lands
for general
purposes.

Certain lands houses and buildings situate in the township and parish of Warrington aforesaid lying between the Liverpool and Manchester Railway of the Cheshire Lines Committee and the street called School Brow in Warrington aforesaid the north-west side of which lands abuts upon the said railway and lands of that committee lying on the easterly side of Battersby Lane where that railway crosses over Battersby Lane and the south-east side of which lands is on the north-west side of School Brow opposite the junction of William Street with School Brow aforesaid.

60. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to

Power to
Cheshire
Lines Com-
mittee to
take ease-
ments &c. by
agreement.

A.D. 1886. — the Cheshire Lines Committee any easement right or privilege not being an easement of water required for the purposes of this Act 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.

Railway as to tolls and otherwise to form part of the undertaking of the Cheshire Lines Committee.

61. The Cheshire Lines Committee may demand and receive for and in respect of the railway hereby authorised to be made and maintained by them the same tolls and charges as they are empowered to receive in respect of their existing undertaking and that railway shall in all respects be deemed part of the undertaking of the Cheshire Lines Committee.

Power to Cheshire Lines Committee to apply corporate funds.

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

Period for compulsory purchase of lands by Cheshire Lines Committee.

63. The powers of the Cheshire Lines Committee for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works by the Cheshire Lines Committee.

64. The works authorised by this Act to be made and maintained by the Cheshire Lines Committee shall be completed within five years from the passing of this Act and on the expiration of that period the powers by this Act granted to that committee for executing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall be then completed.

Restriction on displacing persons of labouring class.

65. The Sheffield and Midland Committee and the Cheshire Lines Committee respectively shall not under the powers of this Act purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as herein-before defined as tenants or lodgers.

Interest not to be paid on calls paid up.

66. 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 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

[50 VICT.]

*Manchester, Sheffield, and Lincolnshire
Railway (Additional Powers) Act, 1886.*

[Ch. xlix.]

actually made as is in conformity with the Companies Clauses Consolidation Act 1845. A.D. 1886.

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

68. Nothing in this Act contained shall exempt the Company or committees upon whom powers are conferred by this Act from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act. Provisions as to general Railway Acts.

69. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company. Costs of Act.

A.D. 1886.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

THIS INDENTURE made the 19th day of April 1884 BETWEEN THE CLEETHORPES PROMENADE PIER COMPANY (herein-after called "the Pier Company") of the one part and THE MANCHESTER SHEFFIELD AND LINCOLNSHIRE RAILWAY COMPANY (herein-after called "the Railway Company") of the other part: WHEREAS by the Cleethorpes Promenade Pier Order 1867 made as a Provisional Order under the General Pier and Harbour Act 1861 and confirmed by the Pier and Harbour Orders Confirmation Act 1867 (No. 3) the Pier Company were authorised to construct a pier jetty and landing place in the township of Cleethorpes in the parish of Clee in the county of Lincoln and the Pier Company have accordingly constructed a pier and ancillary works and appurtenances and are entitled to the benefit of the said Orders and enactments in respect thereof and the said pier and works and all lands property rights and benefits belonging to or enjoyed by the Pier Company under the said Orders and enactments or otherwise in connection therewith are herein-after together referred to as the "pier undertaking": AND WHEREAS a Bill is now pending before Parliament for an enactment to enable the Railway Company to acquire the undertaking of the Pier Company and hold and carry on the same on the terms herein-after appearing and the demise herein-after expressed is intended to take effect conditionally on such enactment being passed making the demise and terms herein-after expressed binding on the parties hereto either by way of setting forth the terms of these presents in a schedule to the said Act and adopting the same or in such other form as to Parliament shall seem meet: NOW THIS INDENTURE WITNESSETH that in consideration of the rent herein-after reserved and of the covenants on the part of the Railway Company herein-after contained the Pier Company hereby demise to the Railway Company the pier undertaking as herein-before defined TOGETHER with power for the Railway Company to make such reasonable alterations in the pier and works as they shall think fit consistently with maintaining the pier undertaking as a whole or at least its present value and efficiency TO HOLD the same unto the Railway Company for the term of 999 years from the 1st day of October 1884.

YIELDING AND PAYING unto the Pier Company the yearly rent of £450 by equal half-yearly payments on the 1st day of April and the 1st day of October in each year clear of all deductions (income tax only excepted): PROVIDED ALWAYS that the payment of the said rent by way of distribution to the shareholders of the Pier Company (in accordance with the covenants of the Railway Company herein-after contained) of dividends at the rate of 4½ per centum per annum on the £10,000 share capital of the Pier Company shall be a good payment as against the Pier Company unless and until the Pier Company shall have given notice in writing to the Railway Company to discontinue such distribution: And the Railway Company hereby covenant with the Pier Company as follows:

1. The Railway Company will during the said term duly pay the rent hereby reserved clear of all deductions (except income tax) and will duly pay the expense of distributing the said rent in the form of dividend to the shareholders of the Pier Company at the rate of $4\frac{1}{2}$ per centum per annum: Provided that the Railway Company shall only be bound to pay such expense of distribution so long as the same is permitted by the Pier Company to be done wholly by or through the officers and servants of the Railway Company without any intermediate receipt by the Pier Company of the said rent and without any extra expense whatever. A.D. 1886.
To pay rent.

2. The Railway Company will during the said term so long as the Pier Company shall leave the said rent to be distributed by the Railway Company in the form of dividend as aforesaid pay all the administration expenses of the Pier Company of and incident to the keeping of the share register and the necessary ordinary general meetings required by statute and the ordinary business thereof: Provided that the Railway Company shall not be liable under this covenant to pay any expenses of keeping the share register or of any other services except so far as the same are capable of being done and are permitted by the Pier Company to be done wholly by or through the officers and servants of the Railway Company on such terms as the Railway Company shall approve and without any extra expense whatsoever and shall not be liable in any event to pay any directors fees or any expenses incurred by the Pier Company without the approval of the Railway Company. To provide
for expenses
of share
register, &c.

3. The Railway Company will during the said term pay all existing and future taxes rates assessments and impositions of every description for the time being payable in respect of the pier undertaking or charged upon the Pier Company or the Railway Company in respect of the same (income tax only excepted). To pay taxes
&c.

4. The Railway Company will at all times during the said term duly perform and observe all provisions from time to time in force whether under the said Order or under the authority of any Act of Parliament or otherwise with respect to the pier undertaking and the management working and user thereof and will at all times indemnify and save harmless the Pier Company from and against all penalties forfeitures losses damages costs charges expenses claims and demands whatsoever in any way occasioned or incurred by or by reason of any act or default of the Railway Company or their servants or agents in relation to the pier undertaking or the management working and user thereof. To observe
statutory pro-
visions, &c.

5. The Railway Company will at all times during the said term keep the pier undertaking and any extension thereof and any works and property which may under the provisions of these presents from time to time form part of the pier undertaking in thorough repair and will reinstate any portions of the same which may have become damaged by storm or the action of the sea and will in all other respects maintain the same in good order and condition: AND IT IS HEREBY AGREED AND DECLARED as follows: To keep in
repair.

6. If and whenever the Railway Company shall make default in payment of any rent hereby reserved or shall commit any such breach of any of the covenants or provisions herein contained and on their part to be respectively performed and observed as shall on any arbitration under these presents thereon Power of
re-entry.

A.D. 1886.

be awarded and determined to be reasonable ground for exercise of this power of re-entry then and in every such case and notwithstanding any waiver of any previous right of re-entry under this provision the Pier Company into and upon the pier undertaking or any part thereof in the name of the whole may re-enter and the same may henceforth hold and enjoy as of their first and former estate and thereupon all the rights of the Railway Company under these presents shall absolutely cease.

Additions and alterations.

7. If the Railway Company shall at any time during the said term make any extension of the pier undertaking or any additional works in connection therewith such extension or additional works shall (so far as they shall be advanced or determined by arbitration to be incapable of being severed from the pier undertaking consistently with the full enjoyment of the pier undertaking) be deemed to form part of the pier undertaking in case of such re-entry as aforesaid but the Railway Company may at any time remove or alter any such extended or additional works so long as the pier undertaking as a whole shall be maintained at its present value and efficiency: And the Pier Company hereby covenant with the Railway Company as follows:

Covenants by the Pier Company.

Further assurances and facilities.

8. The Pier Company will at any time and from time to time at the request in writing of the Railway Company and at their cost execute and do all such deeds matters and things as the Railway Company shall reasonably require for more effectually demising confirming or otherwise assuring the pier undertaking to the Railway Company and for enabling them to exercise all rights and powers vested in the Pier Company in respect of the premises and to keep the share register and distribute the dividends and perform all the obligations of the Railway Company under these presents at the least possible expense to the Railway Company: AND IT IS HEREBY AGREED AND DECLARED as follows:

Option to commute rent and purchase.

9. The Railway Company may at any time during the said term commute the said rent of £450 per annum on payment to the Pier Company of the sum of £11,250 and the Pier Company shall be bound to accept such sum in full discharge of all claim by the Pier Company or the shareholders thereof to the said rent and upon such payment the Pier Company shall if required by the Railway Company and in consideration of the said sum of £11,250 sell and convey the pier undertaking to the Railway Company absolutely.

Arbitration.

10. If any dispute or difference shall arise between the Pier Company and the Railway Company as to the meaning of these presents or anything herein contained or anything to be done hereunder then and in every or any such case the matter in difference shall be referred to two arbitrators and an umpire so that the reference and award shall have all the incidents and consequences of a reference and award under the Railway Companies Arbitration Act 1859 as if both parties hereto were railway companies and shall be enforceable in like manner and this submission may be made a rule of the High Court of Justice.

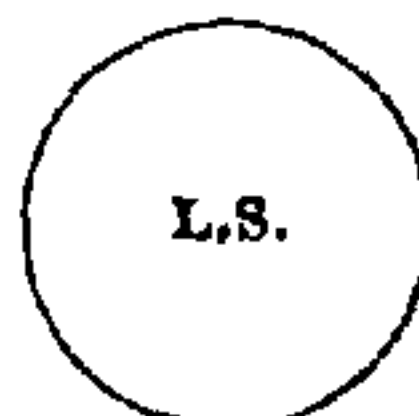
Lease to be confirmed by Parliament.

11. Either of the parties hereto may apply in this or any succeeding session of Parliament to confirm this lease and the other party hereto shall concur in such application but this lease shall be subject to such alteration as Parliament shall think fit to make therein but if any material alteration be made then either of the parties hereto may elect to vacate the lease.

IN WITNESS whereof the respective companies have caused their seals to be hereunto respectively affixed the day and year first before written. A.D. 1886.

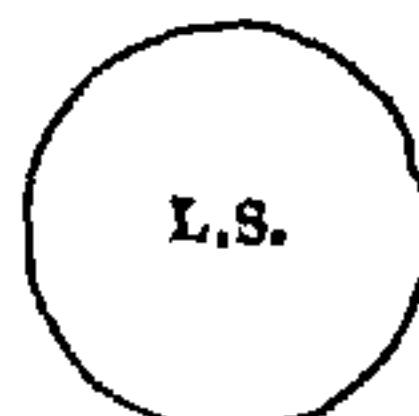
The common seal of the Cleethorpes Promenade }
Pier Company was hereunto affixed in the }
presence of

WM. HEAFORD DAUBNEY, Solicitor,
Great Grimsby.



The common seal of the Manchester Sheffield }
and Lincolnshire Railway Company was here- }
unto affixed in the presence of

ED. ROSS, Secretary.



THE SECOND SCHEDULE.

HEADS OF PROPOSED ARRANGEMENT BETWEEN THE MANCHESTER SHEFFIELD AND LINCOLNSHIRE GREAT NORTHERN AND MIDLAND COMPANIES.

1. Railway No. 1 to be so constructed as to form a junction with the Manchester South District Line of the Midland Company at some convenient point within the limits of deviation to be agreed upon between the engineers of the Midland and Sheffield Companies or failing agreement to be settled by arbitration South-east of Chorlton-cum-Hardy station the remainder of the line to Old Trafford not to be constructed.

2. The mode of forming the junction to be subject to the provisions as to junctions contained in the Railways Clauses Act 1863.

3. As from the opening of the proposed Railway No. 1 for traffic the portion of the Manchester South District Railway now belonging to the Midland Company and lying between the proposed new junction south-east of Chorlton station and the termination of the district railway at Old Trafford to be transferred by the Midland Company to the Cheshire Lines Committee and to form part of the system of that committee.

4. Any lands held by the Midland Company adjoining or forming part of lands purchased for or incident to the construction of the portion of the South District Railway intended to be transferred to be included in the transfer.

5. The consideration to be paid to the Midland Company by the Cheshire Lines Committee for the transfer to be the cost to the Midland Company of the railway and works to be transferred with a reasonable allowance for interest on capital while unproductive.

6. The transfer to take effect as from the opening for traffic of the proposed Railway No. 1 and if not then completed the purchase money to bear interest at the rate of 4 per cent. per annum.

7. The Midland Company to render to the Cheshire Lines Committee on demand an account of their claim under Article 4 and to procure all deeds books and vouchers to verify same.

A.D. 1886.

8. The Cheshire Lines Committee to accept the transfer without further investigation of title other than the production of conveyances to the Midland Company which conveyances so far as they relate solely to lands transferred to the committee shall be handed over to the committee on the completion of the purchase.

9. Clauses to be inserted in the Bill in the House of Lords if the standing orders of Parliament will so permit to carry out these heads or either of the companies or the committee may promote a Bill in the next or any subsequent session of Parliament for the confirmation thereof and the other companies or committee will consent thereto the said clauses or any extended agreement necessary for carrying out these heads of agreement to be settled in case of difference by J. Shiress Will, Esq., Q.C.

10. Any difference to be determined by arbitration under the Railway Companies Arbitration Act 1859.

Dated this 12th day of May 1886.

WM. POLLITT

For the Manchester Sheffield and Lincolnshire Railway Company.

H. OAKLEY

For the Great Northern Railway Company.

JOHN NOBLE

For the Midland Railway Company.