



CHAPTER cxl.

An Act for conferring further Powers on the Lancashire and Yorkshire Railway Company with relation to their Undertaking and to enable them to acquire the Undertaking of the Bury and Tottington District Railway Company and to confer further Powers on the Halifax High Level and North and South Junction Railway Company with respect to their Undertaking and for other purposes. A.D. 1888.
[24th July 1888.]

WHEREAS it is expedient that the Lancashire and Yorkshire Railway Company (who are herein-after referred to as "the Company") should be authorised—

- To widen and improve certain portions of their railway ;
- To make and maintain the works herein-after described ;
- To abolish certain level crossings of their railways and otherwise to deal with certain roads and footpaths connected with their Undertaking ;
- To purchase acquire and hold additional lands for the purposes of their Undertaking ; and
- To raise capital for the purposes of this Act and also to raise additional capital for the improvement and enlargement of their railways stations and works and the construction of new stations and sidings and for the providing of additional rolling stock and other the general purposes of their Undertaking :

General
purposes of
Act.

Additional
capital.

And whereas it is expedient that the powers for the compulsory purchase of lands granted to the Company by the Lancashire and Yorkshire Railway Act 1883 (section 24) for the widening in the township and parish of Wakefield of a portion of their railway in that section described which powers expired on the second day of August one thousand eight hundred and eighty-six should be revived and extended :

46 & 47 Vict.
c. clxix. s. 24.

A.D. 1888. And whereas by sub-section 10 of section 14 of the Lancashire
48 & 49 Vict. and Yorkshire Railway Act 1885 certain provisions were made for
c. xciv. s. 14. the protection of the owners of the Westwood Estate in the town-
ship of Ince-in-Makerfield in relation to the construction of the loop
line of the Company from Pemberton to Hindley across the Leigh
branch of the Leeds and Liverpool Canal but other arrangements in
that behalf have been made which render that sub-section no longer
necessary and it is expedient that it be repealed :

34 & 35 Vict. And whereas it is expedient that provision should be made for
c. clxx. the admission to the benefits of the superannuation fund of the
Company established under the authority of the Lancashire and
Yorkshire Railway (New Works and Additional Powers) Act 1871
of persons employed on or in connexion with the lines of railway
belonging to the Company jointly with any other Company who are
not now entitled to be so admitted :

40 & 41 Vict. And whereas by virtue of the Bury and Tottington District
c. clvii. Railway Act 1877 the Bury and Tottington District Railway
Company (in this Act called "the Bury Company") who were
thereby incorporated have constructed in the parish of Bury in
Lancashire a railway joining the East Lancashire Railway of the
Company and a short branch railway and under the powers of that
43 & 44 Vict. Act and of the Bury and Tottington District Railway Act 1880 and
c. iv. a scheme of arrangement between the Bury Company and their
creditors made under the Railway Companies Act 1867 and con-
firmed by the Order of the Chancery Division of the High Court of
Justice made on the sixth day of July one thousand eight hundred
and eighty-three and duly enrolled have raised a share capital
consisting of twenty thousand pounds in preference shares and
thirty-seven thousand pounds in ordinary shares and have created
and issued twenty-six thousand four hundred and eighty-two
pounds eleven shillings and threepence A debenture stock four-
teen thousand three hundred and twelve pounds ten shillings
B debenture stock and two hundred and thirty-seven pounds ten
shillings C debenture stock :

And whereas the railways of the Bury Company are under the
powers of the Bury and Tottington District Railway Act 1877
worked by the Company :

And whereas the Undertaking of the Bury Company (in this Act
called "the Bury Undertaking") is now in the hands of a receiver
and that Company is unable to meet its engagements and it would
contribute to the usefulness of that Undertaking that it should be

transferred to the Company on the terms in this Act contained and A.D. 1888.
both Companies have agreed to such transfer :

And whereas by the Halifax High Level and North and South 47 & 48 Vict.
Junction Railway Act 1884 (herein-after referred to as "the c. ccxlii.
Halifax Act of 1884") a company (herein-after referred to as
"the Halifax Company") was incorporated and authorised to
construct certain railways in the parish of Halifax in the west
riding of the county of York in that Act described as Railway No. 1
Railway No. 2 Railway No. 3 Railway No. 4 and Railway No. 5 and
to raise a share capital of three hundred and twenty thousand pounds
and to borrow one hundred and six thousand six hundred and sixty-
six pounds :

And whereas by an agreement bearing date the twentieth day of
August one thousand eight hundred and eighty-six and made
between the Halifax Company and the Great Northern and
Lancashire and Yorkshire Railway Companies and scheduled to and
confirmed by the Halifax High Level and North and South Junction 50 Vict.
Railway Act 1886 after reciting among other things that it was not c. xliv.
intended at present to proceed with the construction of the said
Railways No. 1 or No. 3 the Great Northern and Lancashire and
Yorkshire Railway Companies agreed to work the said Railways
No. 2 No. 4 and No. 5 of the Halifax Company when constructed on
the terms in that agreement contained :

And whereas by the Great Northern Railway Act 1887 the 50 & 51 Vict.
Halifax Company were authorised to make a deviation in their c. xciii.
said Railway No. 4 and to abandon the construction of their said
Railways No. 1 and No. 3 and a portion of their said Railway No. 4 :

And whereas it is expedient that the Halifax Company should be
empowered to alter the levels of the portions in this Act described
of their said Railways No. 2 and No. 4 :

And whereas the estimated cost of the railways of the Halifax
Company as authorised by the Halifax Act of 1884 was three
hundred thousand pounds but by reason of the said abandonment
the cost of the railways of that Company as now to be constructed
will not exceed two hundred and seventy thousand pounds and it is
expedient that the authorised share and loan capital of the Halifax
Company be reduced :

And whereas the Halifax Company have not borrowed any money
nor created or issued any debenture stock :

And whereas it is expedient that the other provisions herein-after
contained should be made :

And whereas plans and sections showing the lines and levels of
the widenings and other works authorised by this Act and the lands

A.D. 1888.

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

And whereas since the deposit of the said plans and sections an alteration of the works shown on those plans and sections in the township of Thornhill in the parish of Thornhill and the township of Dewsbury in the parish of Dewsbury in the west riding of the county of York has been arranged :

And whereas plans and sections (in this Act referred to as "the supplemental plans and sections") showing the altered works with a book of reference (in this Act called "the supplemental book of reference") to the supplemental plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes of the altered works were on or before the twenty-third day of April one thousand eight hundred and eighty-eight deposited at the office of the clerk of the peace for the said west riding and the said owners lessees and occupiers consent to the altered works and it is expedient that the altered works should be constructed in lieu of the works in the said parishes shown on the deposited plans :

And whereas it is expedient that the agreement in relation to the execution of the altered works as set forth in the Second Schedule to this Act should be confirmed :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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 :—

Short title.

1. This Act may be cited as the Lancashire and Yorkshire Railway Act 1888.

2. The following Acts and parts of Acts are excepting where the same are expressly varied by this Act incorporated with and form part of this Act namely:—

A.D. 1888.
Incorporation of
general Acts.

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

The Railways Clauses Consolidation Act 1845; and

Parts I. III. and V. of the Railways Clauses Act 1863 relating respectively to the construction of a railway working agreements and to amalgamation.

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

Extending
certain
provisions
of the
Companies
Clauses Con-
solidation
Acts.

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of borrowed money into capital;

The consolidation of shares into stock;

The making of dividends;

The giving of notices;

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

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

shall be applicable to the capital and moneys hereby authorised to be raised by shares or stock or mortgage and to the proprietors thereof.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partly incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt and not a debt or demand created by statute.

Interpreta-
tion.

A.D. 1888.

Supple-
mental
plans, &c.
to be part of
deposited
plans, &c.

5. The supplemental plans sections and book of reference deposited as aforesaid with the clerk of the peace for the west riding of the county of York in the said month of April shall be kept by him as documents deposited under the standing orders of Parliament for the purposes of this Act and shall for all purposes be deemed to be part of the deposited plans sections and books of reference.

Power to
Company to
widen and
improve
portions of
their railway.

6. Subject to the provisions of this Act the Company may in the lines according to the levels and in the manner shown on the deposited plans and sections widen and improve and maintain the portions of their railway herein-after mentioned and lay down additional lines thereon or in connexion therewith and for the purposes of such widenings and improvements the Company (in addition to any other lands which they are by this Act authorised to acquire) may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for the purposes aforesaid and may stop up and divert such streets roads and footpaths as are shown on the deposited plans of the said widenings as intended to be stopped up and diverted respectively and the said widenings and improvements shall for the purposes of toll and all other purposes be deemed part of the Lancashire and Yorkshire Railway.

The portions of the railway of the Company herein-before referred to and authorised to be widened and improved by this Act are the following (that is to say) :—

In the county of Lancaster :

(Widening
of Ashton
Branch
Railway.)

(a) The portion of their Ashton Branch Railway wholly situate in the township of Newton in the parish of Manchester commencing by a junction with that railway at a point about four hundred yards measured in an easterly direction from the east end of the Park Station and terminating by a junction with the main line of the Company at a point about fifty-three yards measured in a south-westerly direction from the south-west end of the Miles Platting Station on that railway ;

(b) Both sides of the bridge carrying the Ardwick Branch Railway of the Company over Hulme Hall Lane in the said township of Newton ;

(Widening of
bridge over
Bradford
Road.)

(c) Both sides of the bridge carrying their said Ardwick Branch Railway over Bradford Road in the township of Manchester ;

- (d) The south-east side of the bridge in the said township of Manchester which carries their said main line over Collyhurst Street and on the completion of that widening they may pull down and remove a portion of the said bridge on the north-western side thereof and construct on the north-west side of the existing bridge and partly on the site thereof the new bridge shown on the deposited plans and sections. A.D. 1888.
(Widening of bridge and making additional bridge over Collyhurst Street.)

In the west riding of the county of York :

- (e) A portion of their Halifax and Bradford Railway wholly situate in the township of Bowling in the parish of Bradford and commencing by a junction with the said railway at a point about two hundred and seventy yards measured in a northerly direction along the same from the bridge carrying Ripley Street over the said railway and terminating by a junction with the said Halifax and Bradford Railway at a point about seventy yards measured in a southerly direction along the same from the bridge carrying New Cross Street over the said railway ; (Widening of Halifax and Bradford Railway at Bowling.)
- (f) Both sides of the bridge carrying their main line over Woodhouse Lane at or near to Brighouse in the township of Rastrick in the parish of Halifax and may make the arch of the said bridge of any height not less than ten feet and six inches ; (Widening of bridge over Woodhouse Lane.)
- (g) The north side of the viaduct which carries their said main line over the turnpike road and the Calder and Hebble Canal at the east end of the Elland Station in the township of Elland-cum-Greetland in the said parish of Halifax.

7. Section 78 of the London and North-western Railway (New Lines and Additional Powers) Act 1876 is hereby extended to the widening by this Act authorised of the Ashton Branch Railway and the provisions of that section shall apply to the said widening as fully and effectually as if that section had been specially re-enacted in this Act with reference thereto. For the protection of the London and North-western Railway Company.

8. If during the work of widening the bridge which carries the railway over the Oldham Road in the township of Newton it should be necessary or expedient temporarily to remove or interfere with or for the Manchester Carriage and Tramways Company (hereinafter referred to as "the tramways company") to work a single line on the tramways of the tramways company which pass under the said bridge or any part thereof the Company shall to the satisfaction of the tramways company or their engineer for the time being cause such removal or interference to be so conducted that at For the protection of the Manchester Carriage and Tramways Company.

A.D. 1888. — all times during the progress of such works the tramcars of the tramways company may pass and repass under the said bridge without any interruption and the Company shall during the progress of and until the completion of such work provide such lighting and watching as may be necessary to prevent accident to all persons and vehicles passing under the said bridge and on the completion of such works the tramways company may at the expense of the Company restore the said tramways and so much of the road under the said bridge and approaches as the tramways company are liable to maintain and repair under the 28th section of the Tramways Act 1870 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 said tramways company against all sums costs and expenses which they may be put to in such restoration and the tramways company may recover from the Company all such sums costs and expenses as in this section mentioned together with full costs and charges by all and the same means as any simple contract debt.

For the protection of the Company of Proprietors of the Rochdale Canal.

Company to construct bridge or bridges over the Rochdale Canal.

9. And whereas the widening of the Ashton Branch Railway by this Act authorised is intended to be carried over the Rochdale Canal and towing-path by a bridge in the township of Newton in the county of Lancaster :

(1) Therefore the Company shall at their own expense build in a proper manner and to the reasonable satisfaction of the engineer for the time being of the Company of Proprietors of the Rochdale Canal (herein-after called "the Rochdale Canal Company") a good substantial bridge or if the said railway be widened on both sides then such a bridge on each side of the railway of one span over the said canal and the towing-path thereof and the adjacent occupation road on the east side of the towing-path fence at the place aforesaid where the said widening is intended to cross the same over which bridge or bridges the said widening shall be carried :

(2) The said widening on the north side of the existing bridge shall be so constructed as that no part thereof or of the works of the Company shall (without the previous consent in writing of the Rochdale Canal Company under their common seal) approach nearer than eighty feet to the lock upon the said canal immediately above the point of crossing such distance of eighty feet to be measured at a right angle to the heels of the lower gates of the said lock along the waterway of the said canal to a point immediately below the nearest part of such

widening or other works and the total width of the bridge or bridges when widened shall not exceed seventy-five feet inclusive of the width of the present bridge : A.D. 1888.

(3) The said bridge or each of the said bridges shall be constructed in conformity with the following regulations that is to say it shall be built of brick stone or iron or some or all of those materials the piers or abutments and foundations shall extend and be made to a sufficient depth below the bed of the canal the span of the bridge or bridges shall be such as to leave thereunder between the abutments a clear space of not less than ninety-four feet six inches wide measured at right angles with the line of the said canal and such space shall be free and unobstructed for the navigation and towing-path in the present line thereof and for the said occupation road the underside of the girders of the bridge or bridges for their whole width shall be at least fourteen feet four inches above the surface of the water of the said canal according to the high-water level thereof at the point of crossing the towing-path beneath the bridge and to the extent of ten yards at least from each side thereof shall be faced with a perpendicular wall of good masonry extending to twelve inches below the level of the bottom of the canal and the bridge or bridges so widened shall have a close fence on each side for the entire length thereof not less than seven feet high above the level of the railway :

(4) The Company shall at all times for ever after such bridge or bridges shall be built keep the same and any future bridge or bridges to be erected in lieu thereof (which future bridge or bridges shall be of the like dimensions and materials as are herein-before mentioned) in good and complete repair and of such dimensions and materials as aforesaid and in case of any want of repair thereto and notice thereof being given by the Rochdale Canal Company or their clerk or principal agent to the Company or their secretary then if the Company shall not within the space of six days after such notice commence such repairs and proceed therein with all reasonable expedition until the same shall be completed it shall be lawful for the Rochdale Canal Company from time to time to make all such repairs thereto as they may think necessary and all expenses thereof shall be repaid by the Company to the Rochdale Canal Company upon demand and in default of such payment the Rochdale Canal Company may sue for and recover the same against the Company by action in any court of competent jurisdiction :

Company to
 keep bridge
 or bridges
 over Roch-
 dale Canal
 in repair.

A.D. 1888.

Company
may contract
waterway
of Rochdale
Canal tem-
porarily
during con-
struction or
repair of
bridges.

(5) The Company shall be at liberty during the time required for the laying of the foundations of any such bridge or bridges (which shall not exceed two months from the date of the commencement of such laying) to contract temporarily the waterway of the said canal but so nevertheless that they shall be obliged to leave an open and uninterrupted navigable waterway in the said canal not less than twenty-five feet wide and with a clear headway throughout of not less than twelve feet above the high-water level of the canal together with a sufficient towing-path not less than six feet wide along the same :

P. ovision in
case of
obstruction
of Rochdale
Canal.

(6) If by or by reason or in execution of any of the works by this Act authorised or by reason of the mode of construction or the state of repair of the said bridge or bridges or either of them or any of the slopes banks or walls of the said railway near the said canal or from any other reason connected with the formation of the said railway widening or the future repairs thereof or from any act or omission of the Company or their agents or servants it shall happen that the said canal or the towing-path thereof shall be so obstructed that boats barges or other vessels navigating or using the said canal shall not be able to pass along the same or in case the navigable waterway and towing-path thereof or the space under the bridge or either of the bridges hereby authorised shall at any time be contracted to a less width or height than is herein prescribed then and in any such case the Company shall pay to the Rochdale Canal Company as or by way of ascertained damages the sum of ten pounds for every hour during which any such impediment shall continue and in default of payment of the said sum or sums as the case may be on demand made on the secretary of the Company the Rochdale Canal Company may sue for and recover the same together with full costs of suit against the Company by action in any court of competent jurisdiction: Provided always that nothing herein contained shall authorise the Company to obstruct impede or interfere with except in case of emergency the navigable waterway or towing-path of the said canal at any time or in any manner without giving to the Rochdale Canal Company or their clerk fourteen days' notice of the intention of the Company so to obstruct impede or interfere with the same: Provided also that nothing herein contained shall extend to prevent the Rochdale Canal Company from recovering against the Company any special damage that may be sustained by

them on account of any act or default of the Company in respect of which the said sum in the nature of liquidated damages is hereby made payable beyond the amount thereof and they are hereby authorised to sue for and recover such special damage accordingly but in every case where the sum in the nature of liquidated damages herein-before made payable shall have been paid by the Company and any action for special damage shall be brought as above mentioned then the said sum so paid shall be deemed and considered as payment on account of such special damage and credit shall be given by the court before whom such action shall be tried for any sum or sums of money so paid by the Company and the same shall be deducted from the amount of special damages to be recovered and in case the amount of special damages recovered shall not exceed the sum or sums so paid then and in such case judgment shall be given for the Company :

A.D. 1888.

- (7) It shall not be lawful for the Company or any person in execution of this Act to alter the line or level of the said canal or the towing-path thereof or any part thereof respectively or (save temporarily for the purposes of the aforesaid crossing and to the extent herein expressly authorised) to contract the width of the same respectively or obstruct the navigation of the said canal or of any part thereof or interfere with or injure any of the works thereof and it shall not be lawful for the Company by the exercise of any of the powers by this Act given to the Company (save for the purpose and to the extent aforesaid) to take use damage pass along or interfere with any of the works of or belonging to the Rochdale Canal Company or any part thereof without the consent of the Rochdale Canal Company under their common seal first had and obtained :

Company
not to alter
line or level
or obstruct
navigation
of Rochdale
Canal.

- (8) Notwithstanding anything in this Act or the Acts incorporated therewith contained the Company shall acquire an easement only over such part of the canal and towing-path of the Rochdale Canal Company as may be necessary for the works hereby authorised to be constructed over the said canal and towing-path. The amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of land otherwise than by agreement :

Company
to acquire
easement
only over
Rochdale
Canal and
towing-path.

- (9) Nothing in this Act contained shall extend to take away diminish alter prejudice or affect any of the rights privileges powers or authorities vested in the Rochdale Canal Company except as is expressly enacted by this Act.

Not to affect
rights of the
Rochdale
Canal Com-
pany.

A.D. 1888.

For the
protection of
the Newton
Heath Local
Board.

10. For the protection of the local board for the district of Newton Heath in the county of Lancaster (in this section called "the local board") the following provisions in relation to the widening by this Act authorised of the Ashton Branch Railway shall have effect (that is to say):—

- (a) The Company shall remove the abutments and piers of the existing bridge carrying the railway over Oldham Road and shall substitute for such existing bridge a girder bridge with a clear span of sixty-eight feet at least and a clear headway or height of sixteen feet three inches and all works for widening the existing bridge shall be constructed upon girders affording a like span of sixty-eight feet at the least measured at right angles between the abutments of such bridge;
- (b) Notwithstanding anything in this Act contained the Company shall not in the execution of any of the works by this Act authorised interfere with interrupt or obstruct the works property or lines of tramway belonging to the local board and leased to the Manchester Carriage and Tramways Company Limited or the works property lines of tramway or traffic of such Company as lessees of the local board;
- (c) The Company shall face the abutments of the new bridge with white enamelled bricks. The Company shall not allow any posters or placards on any portion of the new bridge or the parapets or abutments thereof. The said bridge shall in all respects be constructed and completed under the supervision and to the reasonable satisfaction of the local board;
- (d) The Company shall take down and remove the present bridge over Hulme Hall Lane mentioned in sub-section (b) of the section of this Act the marginal note whereof is "Power to Company to widen and improve portions of their railway" and in lieu thereof shall construct and substitute for such existing bridge a wrought-iron girder bridge with a span of forty-two feet at the least between the abutments and shall not decrease the present headway or height of the bridge but the Company shall be at liberty to place two columns to support such bridge on each of the footways of such size and to be placed in such position as shall be to the reasonable satisfaction of the local board. The Company shall also remove the existing pier now standing in the roadway underneath the existing bridge and shall leave the entire width of Hulme Hall Lane under the bridge including the footways open and unobstructed except as aforesaid. The Company shall face the abutments of the new bridge or bridges with white enamelled bricks. The Company

shall not allow any posters or placards to be placed on any portion of the new bridge or bridges or the parapets or abutments thereof. The said bridge shall in all respects be constructed and completed under the supervision and to the reasonable satisfaction of the local board ;

A.D. 1888.
—

- (e) The bridges for carrying the existing and widened railways over Cheetham Road shall be constructed by the Company as girder bridges having a clear width of forty-eight feet at the least between the abutments and a clear headway or height of fifteen feet at the least and shall be separate at a distance of fifteen feet at the least from each other so as to allow admission of light to the roadway. The Company shall face the abutments of the new bridge with white enamelled bricks. The Company shall not allow any posters or placards to be placed on any portion of the new bridge or the parapets or abutments thereof. The said bridge shall in all respects be constructed and completed under the supervision and to the reasonable satisfaction of the local board ;
- (f) Any extension or widening of Lord Street Bridge shall be constructed with a clear span of thirty-six feet and a clear headway or height of fifteen feet. The Company shall not allow any posters or placards to be placed on any portion of the new bridge or the parapets or abutments thereof. The said bridge shall in all respects be constructed and completed under the supervision and to the reasonable satisfaction of the local board ;
- (g) The surface of the road forming the continuation of any road where the same is crossed by the existing railway of the Company shall not be broken up or interfered with without the Company giving to the local board fourteen days' notice in writing of their intention to do so nor shall the Company in any way interfere with any of the sewers of the local board which have been constructed under any such road or do any act or thing which shall prevent or diminish the access of the local board thereto at any and all times ;
- (h) If any difference arise between the Company and the local board in relation to anything to be done or not to be done under this section such difference shall be determined by an arbitrator to be agreed on between the parties or in default of agreement to be appointed on the application of either of the parties by the President for the time being of the Institution of Civil Engineers.

A.D. 1888.

For the
protection
of the Cor-
poration of
Manchester.

11. 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 Act referred to as "the Manchester Corporation") shall (unless otherwise agreed between the Manchester Corporation and the Company) be binding upon the Company and full effect shall be given thereto :

(1) Nothing in this Act contained with regard to the widening by this Act authorised of the Ashton Branch Railway shall prejudice the agreement dated the twenty-fourth day of October one thousand eight hundred and eighty-seven made between the Manchester Corporation of the one part and the Company of the other part or the supplemental agreement dated the second day of July one thousand eight hundred and eighty-eight and made between the Company of the one part and the Manchester Corporation of the other part or the several provisions therein respectively contained ;

(2) The following provisions shall have effect and be carried out by the Company in relation to the existing bridges and to the widenings thereof and the new bridges within the city of Manchester authorised by this Act viz. :—

(a) The existing bridge over the Bradford Road and the intended widening thereof shall be replaced by a flat girder bridge of one span with a clear headway of not less than sixteen feet nine inches ;

(b) In addition to the works authorised by this Act for the bridges over Collyhurst Street the existing central arch shall be replaced by a flat iron girder bridge of one span with a clear headway of eighteen feet and the abutments for such bridge and the two bridges authorised by this Act shall be set back and widened in accordance with a plan to be agreed upon between the city surveyor and the Company's engineer so as to leave a clear uniform width of thirty-six feet between such abutments measured on the square. The headways under the last-mentioned two bridges shall be fifteen feet and twenty-three feet respectively ;

(c) All the said bridges and widenings shall be constructed of one span or opening only with perpendicular abutments and flat iron girders resting thereon and such abutments shall not encroach in any way on the street and shall be so placed as to be lineable with the street when improved in accordance with the said plan ;

A.D. 1888.

- (d) The abutments of the aforesaid bridges inclusive of the aforesaid widenings shall be made and maintained with a facing of white glazed bricks or tiles for the entire length thereof on each side of the street ;
 - (e) The parapets of the bridges shall be not less than eight feet in height above the level of the rails throughout the entire crossing of the street ;
 - (f) The bridges shall be made and maintained as far as practicable drop dry and shall in all respects be maintained in complete repair by the Company ;
 - (g) The underside of the bridges over the street and all exposed iron-work and wood-work in connexion therewith shall be painted white by the Company from time to time whenever required by the Manchester Corporation ;
 - (h) No advertising boards or posters shall be placed on any of the said bridges crossing the road without the consent of the Corporation ;
- (3) The flags paving stones and other materials in any road or street or public footpath in the city of Manchester which shall be interfered with by the Company in the execution of the works by this Act authorised shall remain and be the property of the Manchester Corporation and may be used or removed by them ;
- (4) Whenever in execution of the powers in this Act contained it shall be necessary either temporarily or permanently 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 Manchester Corporation whether within or beyond the limits of the city the same shall be carried into effect by and under the direction of that Corporation but at the expense in all respects of the Company ;
- (5) The cost of procuring and laying any new sewers drains mains pipes or other apparatus in substitution for those which may be rendered useless by such alteration shall be repaid to the Manchester Corporation by the Company on demand ;
- (6) The works of the Company shall be so constructed and carried out at the cost of the Company as not to interfere in any way with the exercise by the Manchester Corporation of the rights and powers conferred upon them by the Manchester Corporation Waterworks Act 1879 or with the intended Thirlmere Aqueduct of the Manchester Corporation and other works authorised by such Act. Before any works of the Company affecting the said exercise of the rights and powers of

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the Manchester Corporation or the construction or maintenance of the said aqueduct and works 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 Manchester Corporation shall be furnished to the Manchester 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 the works of the Company shall be executed in accordance with such requirements and not otherwise. In particular the Company shall in constructing their proposed works near Houghton Station make such provision as the engineer of the Manchester Corporation may reasonably require for the purpose of securing the passage of and protecting the said aqueduct and works by means of suitable culverts or subways with access thereto and other works to be constructed at the same or at different times as the Manchester Corporation may determine by and at the cost of the Company such works to be executed to the reasonable satisfaction of the said engineer of the Manchester Corporation.

The Company shall pay to the Manchester Corporation all such further cost as that Corporation may be put to in consequence of any changes in their plans or mode of executing works rendered necessary by the works of the Company authorised by this Act ;

- (7) The Manchester Corporation shall not be liable for and shall be indemnified by the Company against all damage and injury which may be caused by or during the construction of the Company's works to the line and works of the Company and the traffic thereon and the persons and property being conveyed on or using such railway by breaking bursting or leaking of or escape from any sewers water or gas main or pipe belonging to or under the control of the Manchester Corporation unless such damage or injury shall have arisen as the consequence of any act or default of the Manchester Corporation or of their contractors officers agents workmen or servants ;
- (8) The Company shall be responsible for and make good to the Manchester Corporation all costs losses damages and expenses to be sustained by them by reason of any of the matters herein-before provided for or by reason of any damage to be occasioned to persons or property or otherwise by reason of the execution or any defect or default in execution (whether by the Company or their contractors agents workmen or servants) of the powers of this Act and shall

indemnify the Manchester Corporation from all claims and demands upon or against them by reason of any such execution or defect or default therein or arising therefrom; A.D. 1888.

- (9) The costs of all works and matters which are under this section to be executed done or provided by the Manchester Corporation at the costs of the Company and all other costs and expenses by this section made payable by the Company to the Manchester Corporation shall be paid on demand and shall be recoverable in any court of competent jurisdiction;
- (10) In the event of any difference arising between the city surveyor or engineer of the Manchester Corporation on the one hand and the engineer of the Company on the other hand in respect of any plan or the execution of any of the works provided for by this section the same shall be settled by an engineer to be appointed by the Board of Trade upon the request of either party.

12. The agreement set forth in the First Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Confirming
agreement with
dean and
canons of
Manchester.

13. For the protection of the mayor aldermen and burgesses of the borough of Bradford (herein called "the Corporation") and of their rights and works as urban sanitary authority in and for the said borough and as proprietors of the waterworks and gasworks of the said borough the following enactments shall unless otherwise agreed between the Corporation and the Company take effect (that is to say):—

Works at
Bradford.

- (1) Before in any way interfering with the bridge which carries Ripley Street over the Company's line of railway or the approaches thereto or with the aqueduct conduit or main of the Corporation now carried over the line at the side of the said bridge the Company shall submit a plan and section to the Corporation showing the mode in which all such works are intended to be dealt with and subject to the reasonable approval thereof by the Corporation the works shall in all respects be executed and carried out to the reasonable satisfaction of the borough surveyor as to the new bridge and approaches and to the reasonable satisfaction of the waterworks engineer as to the aqueduct conduit or main: Provided always that the gradients of the road to be carried over the said bridge where the levels are altered shall not be steeper than 1 in 30;
- (2) The construction and materials connected with any substituted aqueduct conduit or main or any alteration of the existing

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aqueduct conduit or main shall in all respects be equal to the existing works ;

- (3) The Company shall construct and maintain to the reasonable satisfaction of the waterworks engineer such temporary works as may be necessary for continuing the supply of water now delivered through the said aqueduct conduit or main during any interference therewith ;
- (4) The Company shall bear all reasonable costs charges and expenses of and incident to the construction of such works ;
- (5) If any difference shall arise between the Company and the Corporation as to the plan and section for such works or any of them the same shall be settled and determined by some person to be mutually agreed upon or failing agreement by some person to be appointed by the Board of Trade for the purpose on the application of either party. Each of the parties shall bear their own costs and expenses of and incident to such inquiry save as to the referee's charges which shall be borne in equal proportions. The decision of such referee on the matters aforesaid shall be binding and conclusive ;
- (6) If the Company shall in any way interrupt or interfere with the supply of water now passing through the said aqueduct conduit or main save as herein-before mentioned they shall be liable to a penalty of fifty pounds a day or any part thereof during which such stoppage or interference occurs ;
- (7) In the event of the footbridge now carried over the said railway adjacent to certain works in the said borough known as Ripley's Dye Works being interfered with by the Company in consequence of the widening of their line of railway such footbridge and the approaches thereto shall be altered and extended to the reasonable satisfaction of the Corporation at the cost of the Company so as to secure to foot-passengers equal facilities for passing and repassing over such altered or extended bridge as they now enjoy. Any such interference with the bridge shall not be delayed longer than is absolutely necessary.

Further
works by the
Company.

14. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections as altered by the supplemental plans and sections the works herein-after described and may exercise the powers herein-after mentioned and may for the purposes aforesaid make such alterations in the levels of the streets roads and footpaths affected thereby as are shown upon the deposited

plans and sections as so altered and in connexion with or for the purposes of the said works may stop up such streets roads and footpaths as are shown on the deposited plans or supplemental plans as intended to be stopped up and in addition to any other lands which they are by this Act authorised to acquire may enter upon and take and use such of the lands delineated on the deposited plans and supplemental plans and described in the deposited books of reference and supplemental book of reference as may be required for those purposes making compensation in accordance with the Lands Clauses Consolidation Act 1845 to all parties injuriously affected by the exercise of the powers contained in this section (that is to say) :—

In the township of Pendleton in the parish of Eccles in Lancashire—

They may divert the public footpath leading from Park Lane through Duchy Farm to Laundry Street such diversion commencing at a point in the said footpath about six hundred and sixty yards measured along that footpath in a south-easterly direction from Park Lane and terminating in the same footpath at a point where it joins the occupation road leading from Duchy Farm to Laundry Street.

(Diversion of public footpath at Brindle Heath.)

At Tyldesley-cum-Shakerley in the parish of Leigh in Lancashire—

They may at the points herein-after mentioned divert the following public footpaths near to Padiham Farm House :

(Diversions of public footpaths near Tyldesley.)

(a) The footpath leading from Lomax Brow to Padiham Farm House such diversion commencing at a point in the footpath about two hundred and twenty yards measured in a north-easterly direction from the point of junction thereof with the occupation road in front of that farm house and terminating at the north end of the northern approach to the new bridge carrying over their Hindley and Pendleton Railway the occupation road recently constructed by the Company near to and eastward of the said farm house ;

(b) The footpath leading from the Wash to Shakerley Old Hall such diversion commencing at the said termination of the lastly described diversion and following along and upon the said occupation road and terminating at the west end of the western approach to the said new bridge.

At Hoghton in the parish of Leyland in Lancashire—

They may divert the public footpath leading from their Hoghton Station to Gib Lane such diversion commencing at

(Diversion of public footpath at Hoghton.)

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the junction of that footpath with the public road leading from Preston to Blackburn and terminating at a point in the said footpath about two hundred and sixty-five yards measured in an easterly direction along the same from the said point of commencement.

(Works at
Blackburn.)

The Company may at Daisy Field Blackburn wholly in the township of Blackburn in the parish of Blackburn in Lancashire—

- (a) Widen on both sides the bridge carrying the road in continuation of Clinton Street to Stanley Street over their Accrington and Blackburn Railway and which said bridge is about seventy-eight yards south-west of the crossing known as the Greenbank level crossing of their said railway ;
- (b) Construct a new footpath by means of a subway underneath the said line of railway commencing in the existing footpath at a point about thirty-one yards measured along the same footpath in a south-easterly direction from the centre of the said level crossing and terminating in the said existing footpath at a point about twenty-one yards measured along such footpath in a north-westerly direction from the centre of the before-mentioned level crossing.

(Works at
Nelson.)

At and near to Nelson in the township of Great Marsden and Little Marsden in the parish of Whalley in Lancashire —

- (a) They may divert the public footpath leading from Lomeshaye Lane to Peter Street in Nelson such diversion commencing at a point in the said footpath about one hundred and forty yards measured along the same in a north-easterly direction from that lane and terminating by a junction with the said footpath at the south-east end of Peter Street ;
- (b) They may widen on both sides the arch carrying Lomeshaye Lane aforesaid over their Accrington and Colne Extension Railway ;
- (c) They shall in connexion with the foregoing works execute the following works to the reasonable satisfaction of the local board for the district of Nelson (that is to say) :—
 - (1) They shall improve so much of Railway Street as is underneath the bridge carrying their railway thereover by widening the arch of the said bridge so as to have throughout a width of not less than thirty-six feet and a clear headway from the surface of the road to

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- the under side of the girder of the said bridge of not less than thirteen feet ;
- (2) They shall so widen the said arch carrying Lomeshaye Lane over the railway as to admit of that lane being hereafter widened to any width not exceeding thirty-six feet ;
- (3) They shall construct at or near to the point where Hibson Road crosses on the level their Accrington and Colne Extension Railway a footway for foot-passengers either by means of a bridge over or a subway under the said railway as the said local board shall by notice in writing sent to the principal office of the Company within twelve months from the passing of this Act require ;
- (4) They shall construct and maintain a new approach over their station yard at Nelson so as to form a direct communication between Railway Street and Hibson Road and such approach shall be open to the use of but shall not be deemed to be dedicated to the public and may be altered in position at any time and from time to time if and as the Company require the site thereof for the improvement of their said station : Provided the altered site form so far as circumstances will admit an equally convenient communication between Railway Street and Hibson Road ;
- (d) So soon as the said diversion and widening are completed and open to the public the Company may abolish the crossing on the level of their said Accrington and Colne Extension Railway by Hibson Road immediately south-west of the said Nelson Station.

At the Bradley Fold Station in the township of Ainsworth in the parish of Middleton in Lancashire—

They may divert the public footpath which crosses their Liverpool and Bury Railway such diversion commencing in the existing footpath about fifteen yards measured along the same in a southerly direction from the centre of the said railway and crossing the said railway by means of a bridge already constructed and opened to the public and terminating in the before-mentioned footpath about seventeen yards measured along the said footpath in a northerly direction from the centre of the said railway : And they may abolish the crossing of their said railway on the level by the said public footpath.

(Abolition of level crossing and new footpath at Bradley Fold Station.)

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(Abolition
of level
crossing at
Antley.)

At Antley in the township of Old Accrington in the parish of Whalley in Lancashire—

They may abolish the level crossing of their Accrington and Blackburn Railway by a certain footpath situate about one hundred and twenty-six yards west of the bridge which carries that railway over Willows Lane and for which level crossing a subway has been substituted and opened for public use.

(Stopping
up part of
Drinkwater
Lane.)

In the township of Horwich in the parish of Dean in Lancashire—

As soon as Ramsbottom Road is completed and opened to the public they may stop up and extinguish all rights of way over so much of the public footpath and occupation road known as Drinkwater Lane as extends from Chorley New Road to a point about forty-five yards measured along Drinkwater Lane from the junction of that lane with Chorley Old Road.

(Stopping
up part of
Back Leeds
Street
Liverpool.)

In the township parish and city of Liverpool—

They may stop up and extinguish all rights of way in and over and may appropriate the site and soil of the following portions of Back Leeds Street (that is to say) :—

- (1) So much thereof as lies to the north-east of a point about thirty-three yards measured in a north-easterly direction along that street from the north-west corner of Messieurs Blundell's warehouse and is bounded on both sides by property acquired or to be acquired by the Company ;
- (2) And (by agreement with the adjoining landowner or landowners lessees and occupiers) the portion of the said street which extends from the north-west corner of Messieurs Blundell's warehouse in that street to a point about thirty-three yards north-east of that corner of that portion of the said street.

In the west riding of the county of York—

At Todmorden :

(Diversion
of public
footpath at
Todmorden.)

They may divert the public footpath leading from at or near the market hall to the level crossing of the railway of the Company known as the Hall Royd level crossing such diversion commencing in the township of Langfield in the parish of Halifax at a point about six yards east of the north-east corner of the said market hall and terminating in the township of Stansfield in the said parish at the said Hall Royd level crossing :

Provided that in order to carry into effect an arrangement made between the Company and the local board for the district of Todmorden (in this proviso called "the local board") as the highway authority for the said district the following provisions shall have effect (that is to say):—

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 —

- (1) The plan and section referred to in this proviso mean the plan and section signed in duplicate by William Hunt on behalf of the Company and T. W. Eastwood on behalf of the local board ;
- (2) The Company shall on their own land construct a new footpath commencing in and out of the Todmorden Road at a point marked X on the plan and passing thence along the northern side of the land of the board and abutting on the same and along the northern side of the market hall to the said point of commencement of the diverted footpath at the point marked A on the plan ;
- (3) The diverted footpath shall be carried over the River Calder by a substantial bridge and shall be continued thence to the point marked B on the plan in such line within the limits of deviation shown on the deposited plans as the Company may think fit and thence to the said level crossing in the line and according to the levels shown on the plan and section ;
- (4) The said new footpath and the diverted footpath shall be throughout not less than six feet wide and subject as in this proviso mentioned shall be constructed and fenced to the reasonable satisfaction of the local board and in case of difference to the satisfaction of two justices ;
- (5) So soon as the said new footpath and the diverted footpath are completed and opened to the public the Company may stop up the existing footpath between the point marked E on the plan and the said level crossing.

At Brighouse in the township of Rastrick in the parish of Halifax— (Diversion of public footpath at Brighouse.)

They may divert the public footpath leading from Woodhouse Bridge to the Calder and Hebble Canal such diversion commencing at a point in the said footpath about one hundred and ten yards measured along that footpath in a south-easterly direction from Woodhouse Bridge aforesaid and terminating at a point in the said footpath about one hundred and seventy yards south-east of the said point of commencement.

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(Works at
Thornhill
Lees.)

At Thornhill Lees—

- (a) They may divert a portion of Dewsbury Road such diversion commencing in the township of Dewsbury in the parish and borough of Dewsbury at the northern end of Cleggford Bridge and terminating in the township of Thornhill in the parish of Thornhill by a junction with and in the said road at a point about one hundred and thirteen yards south-east of the centre of the level crossing of Dewsbury Road aforesaid over the Company's main line of railway and in connexion with and as a part of the said diversion they may widen the said bridge and by reason or in consequence of such work they may alter the levels of so much of their said main line of railway as extends from a point about five hundred and thirty yards west of the said level crossing to a point about two hundred yards east of that crossing: Provided that such level shall not at any point be altered so as to be below the line shown in that behalf on the supplemental sections;
- (b) They may construct wholly in the said township of Thornhill a new road commencing in and out of the last-mentioned diverted road at a point about sixty-six yards south-east of the centre of the said level crossing and terminating in Brewery Street at a point about one hundred and thirty yards south-west of the centre of the said level crossing measured along that street;
- (c) They may alter wholly in the said township and parish of Thornhill the level of so much of Savile Road as extends from its junction with the said Dewsbury Road for a distance of about two hundred yards and by or in consequence of this work the Company may take down and re-erect the boundary wall separating the churchyard of the Church of the Holy Innocents from Savile Road and Vicarage Road where the levels thereof are respectively raised;
- (d) The Company shall not acquire any portion of the said churchyard but only such an easement therein or thereon as may be necessary to enable them to erect the said wall;
- (e) They may alter wholly in the said townships and parishes the levels of so much of Dewsbury Road as extends for a distance of about one hundred and sixty yards from and south of the junction therewith of Forge Lane;
- (f) They shall upon and within eighteen months after the request in writing of the mayor aldermen and burgesses of the borough of Dewsbury (in this Act called "the Dewsbury

Corporation") or of Edward Theodore Ingham or other the owner for the time being of the Thornhill collieries and estate but at the cost and expense in all things of that corporation or owner as the case may be widen the opening of the bridge carrying the railway of the Company over Forge Lane according to the line of that lane so as to enable it to be widened under the said bridge to a width of but not exceeding (unless otherwise agreed) thirty feet and the railway shall be carried over the widened bridge by girders the under side of which shall be not less throughout than thirteen feet two inches above the existing level of the roadway at the south-west face of the existing bridge.

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15. With respect to the works at Blackburn by this Act authorised the following provisions for the protection of the mayor aldermen and burgesses of the borough of Blackburn (in this section called "the Corporation") shall have effect (that is to say):—

For the
 protection
 of the
 Corporation
 of Blackburn.

- (a) The Company in lieu of widening may take down and reconstruct the said bridge carrying the said road in continuation of Clinton Street to Stanley Street over their Accrington and Blackburn Railway;
- (b) The Company shall make the roadway over the said bridge when so widened or reconstructed not less than twelve yards wide;
- (c) The Company shall reconstruct reform lay out pave flag channel metal and make good to the full width of at least twelve yards with all proper retaining walls or slopes and fences and according to such levels as may be agreed upon between the Corporation and the Company the existing road between Moss Street (in continuation of Clinton Street) and Stanley Street and shall carry the same over the said bridge when so widened or reconstructed;
- (d) The Corporation shall maintain the reconstructed road mentioned in the last preceding sub-section as a public highway but the structure of the said bridge shall be maintained by the Company;
- (e) The Company in constructing the new footpath referred to in sub-section (b) "Works at Blackburn" of the section of this Act the marginal note whereof is "Further works by the Company" shall construct the same to the reasonable satisfaction of the Corporation with proper hand-rails for the aid and protection of passengers and with lamp-posts and lamps;
- (f) The several before-mentioned works and the said widening or reconstruction of the said bridge shall be executed at the

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expense of the Company in all things and in accordance with a plan and section of each such work to be submitted to the Corporation for their reasonable approval prior to the commencement of such work: Provided that if within twenty-eight days after the deposit of any such plan and section at the town hall of Blackburn the Corporation do not signify (in writing sent to the principal office of the Company) their approval or disapproval of such plan and section and in case of their disapproval the particulars thereof they shall be deemed to have approved thereof;

(g) So soon as the work of widening or reconstructing the said bridge and of making the said reconstructed road and of constructing the said subway are completed to the reasonable satisfaction of the Corporation and opened to the public but not sooner or otherwise the Company may abolish and close the said Greenbank level crossing;

(h) The Company and the Corporation may make and enter into and fulfil agreements for and in relation to the execution of or the varying or altering of all or any of the works or matters aforesaid;

(i) If any difference arise between the Corporation and the Company touching anything to be done or not to be done under this section such difference shall be settled by an engineer to be appointed (unless otherwise agreed on) on the application of the Corporation or the Company by the President for the time being of the Institution of Civil Engineers and the costs of the arbitration shall be borne as the arbitrator shall direct.

Confirming
agreement as to
execution of
works at
Thornhill Lees.

16. The agreement set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Power to
Corporation
of Dewsbury
and Thorn-
hill Local
Board to
borrow.

17. The mayor aldermen and burgesses of the borough of Dewsbury and the local board for the district of Thornhill (who are in this section referred to collectively as "the local authorities" and respectively as "the Corporation" and "the local board") may respectively from time to time borrow moneys for the execution of the works mentioned in the agreement set forth in the Second Schedule to this Act and for other the purposes of the agreement so far as those works and purposes are to be executed by them respectively and for the payment of the costs and expenses incurred by them respectively of and incident to the said agreement and may mortgage their respective district funds and general district rates to secure the repayment of the moneys so borrowed with

interest and the following provisions shall have effect with respect A.D. 1888.
thereto :

- (1) The Corporation may from time to time borrow any sum or sums not exceeding in the whole the sum of four thousand eight hundred pounds ;
- (2) The local board may from time to time borrow any sum or sums not exceeding in the whole the sum of one thousand five hundred pounds ;
- (3) Each of the local authorities may with the sanction of the Local Government Board borrow any further sum or sums which may be necessary for executing the works and purposes so as aforesaid by them respectively to be executed ;
- (4) The powers of borrowing money by this Act given to the local authorities shall not be restricted by any of the regulations contained in Section 234 of the Public Health Act 1875 and in calculating the amount which the local authorities may borrow under that Act any sum which they may borrow under this Act shall not be reckoned ;
- (5) A person lending money to either of the local authorities shall not be bound to inquire as to the observance by them of any provisions of this Act or be bound to see to the application or be answerable for any loss or misapplication of such money or any part thereof ;
- (6) Subject to the provisions of this Act Section 236 (Form of mortgage) Section 237 (Register of mortgages) Section 238 (Transfer of mortgages) and Section 239 (Receiver may be appointed in certain cases) of the Public Health Act 1875 shall be applicable to mortgages made by the local authorities respectively under the provisions of this Act and to the appointment of a receiver by the mortgagees ;
- (7) Subject to the provisions of this Act each of the local authorities shall pay off all money borrowed by them under the powers of this Act within sixty years from the time or respective times of borrowing the same by any one or more of the methods following (that is to say) :—
 - (a) By equal yearly or half-yearly instalments of principal and interest combined ;
 - (b) By equal yearly or half-yearly instalments of principal and interest on the amount of principal from time to time remaining unpaid ;
 - (c) By any one or more of the methods including a sinking fund mentioned in the Local Loans Act 1875 ;

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- (8) Sections 13, 14 and 15 of the Local Loans Act 1875 shall so far as may be apply to the payment off of money borrowed under this Act;
- (9) If either of the local authorities pay off any moneys borrowed by them under this Act otherwise than by instalments appropriations or annual repayments or by means of a sinking fund the one of them so paying off such money may from time to time reborrow the same but all moneys so reborrowed shall be repaid within the prescribed period and shall be deemed to form the same loan as the moneys originally borrowed and the obligations of that one of the local authorities with respect to the repayment of the loan and the provision to be made for such repayment shall not be diminished by reason of such borrowing;
- (10) The Corporation may raise all or any of the moneys which they are by this section authorised to borrow by the creation and issue of Dewsbury Corporation Stock in accordance with the provisions of the Dewsbury Improvement Act 1884 and the yearly sums payable to the Dewsbury Corporation Loans Fund for payment of dividends and towards extinction of such stock shall be payable out of the district fund and general district rate;
- (11) The clerk to each of the local authorities shall within twenty-one days after the expiration of each year during which any sum is required to be set apart for a sinking fund or any instalment is required to be paid by them under this Act transmit to the Local Government Board a return in such form as may be prescribed by that Board and verified by statutory declaration if so required by them showing the amount which has been paid as an instalment or invested by that one of the local authorities to which he is clerk for the purpose of such sinking fund during the year preceding the making of such return and the description of the securities upon which the same has been invested and also showing the purposes to which any portion of the moneys invested for the sinking fund and the interest thereof have been applied during the same period and the total amount remaining invested at the end of the year and in the event of any wilful default in making such return the clerk making such default shall be liable to a penalty of not exceeding twenty pounds which shall be paid to the Local Government Board and shall be recoverable by that Board in the same manner as penalties recoverable under the Public Health Act 1875 in a summary manner may be recovered

by parties aggrieved within the meaning of that Act. If it appear to the Local Government Board by such return or otherwise that either of the local authorities have failed to pay any instalment or to set apart the sum required by this Act for the sinking fund or have applied any portion of the moneys set apart for that fund or any interest thereof to any purposes other than those authorised by this Act the Local Government Board may by order direct that a sum not exceeding double the amount in respect of which such default shall have been made shall be set apart and invested as part of the sinking fund and such order shall be enforceable by writ of mandamus to be obtained by the Local Government Board out of the Queen's Bench Division of the High Court of Justice and the provisions of this section shall apply mutatis mutandis to appropriations and annual repayments. A.D. 1888.

18. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Dewsbury (in this section called "the Corporation") and of the Dewsbury and Heckmondwike Waterworks Board (in this section referred to as "the board") shall unless otherwise agreed between the Corporation or the board and the Company apply and have effect (that is to say) :— For the protection of the Dewsbury Corporation and Dewsbury and Heckmondwike Waterworks Board.

(1) Subject as in this section provided the provisions of the Railways Clauses Consolidation Act 1845 contained in Sections 18 to 23 inclusive shall apply to the gas and water mains works and pipes of the Corporation and to the water mains works and pipes of the board and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the Corporation as regards mains works and pipes belonging to them and to the board as regards mains works and pipes belonging to them except that any penalty incurred under Section 23 of the last-mentioned Act shall be paid to the Corporation or the board as the case may be and in this section the word "railway" shall include any of the works authorised by this Act;

(2) Any works matters or things which the Company may be empowered or required to do or execute at over near to or affecting the gas or water mains works and pipes and sewers and drains of the Corporation or the water mains works or pipes of the board shall be done and executed by and at the expense of the Company and as regards mains works pipes

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sewers and drains belonging to the Corporation to the reasonable satisfaction of their engineer and as regards mains works and pipes belonging to the board to the reasonable satisfaction of their engineer. Such works matters and things shall not be commenced until after fourteen days' notice thereof in writing together with a plan and section of the proposed work shall have been given by the Company to and shall have been reasonably approved of by the Corporation or the board as the case may be: Provided that unless their disapproval of the said plan and section be signified within twenty-one days after the deposit thereof with the town clerk of Dewsbury or the clerk to the board as the case may be they shall be deemed to have approved thereof;

- (3) Whenever it may be necessary to intercept or interfere with any existing sewer or drain the Company shall before intercepting or interfering with such existing sewer or drain construct according to a plan to be reasonably approved of by the Corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with and in such a manner as shall be reasonably approved by the Corporation;
- (4) If by reason of the exercise of the powers of this Act any additional gas or water mains pipes sewers or drains or any increased lengths or capacity thereof respectively be rendered necessary the same shall be respectively provided laid and constructed by the Corporation or the board (as the case may be) at the cost of the Company;
- (5) If by reason of the exercise of the powers of this Act the Corporation or the board shall incur any additional cost in repairing or altering any gas or water main or pipe or any sewer or drain such additional cost shall be repaid by the Company to the Corporation or the board as the case may be;
- (6) The Company shall bear the expenses of and incidental to the superintendence and watching by the Corporation or the board or their engineers or workmen of the works of the Company during the progress and until the completion thereof so far as they affect the gas and water mains works and pipes sewers and drains;
- (7) If by reason of the construction and maintenance of the works hereby authorised or the failure of any of the works

connected therewith or herein-before provided for the Corpora- [A.D. 1888.]
tion or the board shall sustain any damage or injury or incur
any liability the Company shall make full compensation in
respect thereof and the same shall be recoverable in any
court of competent jurisdiction;

- (8) If any difference arise between the Corporation or the board and the Company touching this section or anything to be done or not to be done thereunder such difference shall be settled by an engineer to be appointed (unless otherwise agreed on between the parties) on the application of either the Corporation or the board or the Company by the President for the time being of the Institution of Civil Engineers and the costs of the arbitration shall be borne as he shall direct.

19. For the protection of the local board for the district of For the
Thornhill (in this section called "the local board") the following protection of
provisions with respect to the powers by this Act conferred upon the Thornhill
the Company within the district of Thornhill shall unless otherwise Local Board.
agreed on between the local board and the Company have effect
(that is to say):—

- (1) Notwithstanding the stopping up and abolishing of the level crossing or the acquisition by the Company under the powers of this Act of the surface of any road or street now vested in the local board the local board shall be entitled to a perpetual easement to maintain across the site of the level crossing and in any road or street which may become vested in the Company all sewers drains and water mains and pipes at present laid thereunder or therein respectively and to repair alter take up and relay the same respectively from time to time and to lay down and maintain and from time to time repair alter take up and relay any additional sewers drains or water mains or pipes under the level crossing and in such road or street in the same and as full a manner as if the said level crossing had not been stopped up and abolished and as if the surface of such road or street had not been acquired by the Company and without any payment to the Company and the local board and their servants and workmen may for the purposes aforesaid enter upon and interfere with the railway and works of the Company at the level crossing: Provided always that all works and operations of the local board at the level crossing under this section shall be executed and done under the superintendence and to the reasonable satisfaction of the Company's engineer: Provided always that if the Company require the sewers drains water mains and pipes of the local

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board to be removed from Brewery Street between the point marked M on the supplemental plans and the north-east side of the crossing bridge the local board shall upon being required so to do by notice in writing from the Company provide proper and sufficient sewers drains water mains and pipes to be laid in the diverted road and new road and to be connected with such other sewers drains water mains and pipes of the local board as the case may require at the expense of the Company and upon the completion of the said works to be done by the local board the right of easement reserved by this sub-section between the said points shall be extinguished ;

- (2) If it shall become necessary in executing the works by this Act authorised to take up relay sever or interfere with any other of the drains or mains or pipes of the local board the Company shall give to the clerk to the local board three clear days' notice in writing of the intention of the Company to take up relay sever or interfere with such drains mains or pipes and the local board shall thereupon lay such additional drains mains or pipes and make such alterations in the existing drains mains or pipes as shall be necessary at the expense of the Company ;
- (3) If the Company raise any road or street more than two feet six inches above the level of any main or pipe of the local board the local board shall lay such additional mains and pipes as may be necessary upon dry wall foundations at the expense of the Company ;
- (4) Any money due to the local board under any of the three preceding sub-sections may be recovered by them from the Company as a simple contract debt in any court of competent jurisdiction ;
- (5) The provisions contained in Sections 18 to 23 (inclusive) of the Railways Clauses Consolidation Act 1845 shall apply to the mains and pipes of the local board and to the local board in respect thereof as though the local board was a water company or society and as though the said works were a railway ;
- (6) The Company shall not stop up the level crossing until they shall have formed completed and dedicated to the use of the public the new road and diverted road and the crossing bridge as described in the agreement between the Company of the first part the Corporation of the second part the local board of the third part and Edward Theodore Ingham of the fourth part contained in the Second Schedule to this Act ;

(7) The Company shall construct and maintain a good and sufficient relieving arch over every sewer or drain over which they may construct any pier or abutment so as to afford access to such sewer or drain for the purposes of repairs ;

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(8) The expressions used in this section shall have the same meanings as those used in the agreement referred to in sub-section 6.

20. Upon the completion of the said widening of Cleggford Bridge and of the roadway and footpaths over the same and the approaches thereto in accordance with the provisions of this Act and upon that bridge being certified by the bridge surveyor of the justices of the west riding the said justices shall contribute and pay to the mayor aldermen and burgesses of the borough of Dewsbury (in this section called "the Corporation") out of the county rates the sum of two thousand pounds towards the cost of such widening and approaches and upon such completion as aforesaid the said bridge and the north approach thereto and so much of the south approach thereto as is situate within the borough shall be taken over by the Corporation and the remainder of the said south approach shall be taken over by the local board for the district of Thornhill in each case as part of the public highways of the said borough and district respectively and be thenceforth maintained and repaired by the Corporation and the said local board accordingly and all liability of the inhabitants of the west riding to maintain and repair the said bridge and approaches shall cease.

As to
Cleggford
Bridge.

21. The Company in constructing the several roads and footpaths authorised by the preceding section of this Act the marginal note whereof is "Further works by the Company" may deviate from the centre lines shown on the deposited plans and supplemental plans to the extent of the limits of deviation marked on such plans respectively but so nevertheless that no part of such deviation be constructed beyond the said limits and may deviate from the levels shown on the deposited sections and supplemental sections to any extent not exceeding five feet but not so as to increase the rate of inclination beyond one in twenty except where so shown on the deposited sections and supplemental sections of any such work: Provided that in the case of the diversion of the public footpath at Todmorden the Company may deviate from the levels shown on the deposited sections to any extent not exceeding ten feet.

Power to
deviate in
construction
of roads &c.

22. Subject to the provisions of this Act every new or substituted road or footpath constructed by the Company under the powers of this Act shall vest in and be repaired and maintained by the same

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

A.D. 1888, body or persons as are now liable to repair and maintain the existing road or footpath for which it is substituted: Provided that the structure of every bridge shall be repaired and maintained by the Company. The Company and any such body or person may enter into and fulfil agreements for and in relation to such construction and for or in relation to the repair and maintenance of all or any of such new substituted or existing roads or footpaths.

If any question shall arise between the Company and any of such parties as to the due completion of any such new or substituted road or footpath such question shall unless otherwise provided for by this Act from time to time be determined by two justices on the application of either of the parties in difference and after not less than seven days' notice to both parties of the sitting of such justices for the purpose and the certificate of such justices of the due completion of such new or substituted road or footpath shall be conclusive evidence of the fact so certified.

As to vesting of site and soil of portions of roads &c. stopped up.

23. Subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway the site and soil of the portions of roads and footpaths stopped up and discontinued under the authority of this Act or rendered unnecessary by reason of the construction of any new or substituted road or footpath by this Act authorised or as are shown on the deposited plans or supplemental plans as intended to be stopped up and the fee simple and inheritance of such roads and footpaths shall if and so far as the Company are or under the powers of this Act become the owners of the lands on both sides thereof be wholly and absolutely vested in them and they may appropriate the same to the purposes of their undertaking.

Power to Company to purchase additional lands.

24. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily and may hold for the improvement and enlargement of their railways stations and works and for the construction of new stations and other works buildings and sidings and other the purposes of their undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference and they may hold such of the said lands as have already been purchased by or for them:

(Hoghton.)

(a) Certain lands in the township of Hoghton in the parish of Leyland in Lancashire abutting upon the public road leading from Preston to Blackburn;

(Newton.)

(b) Certain lands in the township of Newton in the parish of Manchester in Lancashire situate near to the Philips Park

- Cemetery and abutting upon and lying on the south side of the Ashton Branch Railway of the Company and adjoining the sidings on the easterly side thereof known as the Cemetery sidings; A.D. 1888.
- (c) Certain lands in the township of Salford in the said parish of Manchester in continuation of and bounded on the north by Irwell Place and on the south by land and property occupied by Andrew Knowles and Sons (Limited) as a coal wharf; (Salford.)
- (d) Certain other lands partly in the said township of Salford and partly in the township of Pendleton in the parish of Eccles in Lancashire bounded on the east by the Manchester and Bolton Railway of the Company and extending about one hundred yards north and nine yards south of the boundary between the said two townships and parishes;
- (e) Certain lands at Pendleton in the said township of Pendleton in Lancashire belonging or reputed to belong to the trustees of the will of the late Joseph Dunn and now or recently occupied wholly or in part as a glass bottle manufactory and situate in or near to Withington Street and bounded on the east by the Hindley and Pendleton Railway of the Company; (Pendleton.)
- (f) Certain lands at Horwich in the said township of Horwich in Lancashire bounded on the south-east by Drinkwater Lane on the west by the Horwich station of the Company and on the north by the Chorley Old Road; (Horwich.)
- (g) Certain lands in the township of Blackrod in the parish of Bolton-le-Moors in Lancashire bounded on the north-east partly by the Bolton and Preston section of the North Union Railway and partly by the Hindley and Horwich Branch Railway of the Company and intersected by the occupation road carried over the said first-mentioned railway by the Red Moss Bridge and extending about three hundred and forty yards north-west and two hundred and sixty-four yards south-east of that road; (Horwich Junction.)
- (h) Certain lands in the township of Anderton in the parish of Standish in Lancashire situate on the south-east side of the level crossing of Factory Brow or Anderton Lane over the North Union Railway and lying between a certain brook or stream known as the River Douglas and the south-west fence of that line of railway and forming part of a field abutting upon Factory Brow or Anderton Lane aforesaid belonging or reputed to belong to Charles Joseph Stonor; also certain other lands situate on the north-west side of the said level crossing and lying for the most part between the said River Douglas

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and the Bolton and Preston section of the North Union Railway and belonging or reputed to belong to the said Charles Joseph Stonor which said lands constitute in part portions of the said Bolton and Preston section of the North Union Railway ;

- (Blackburn.) (i) Certain lands at Blackburn in the township of Blackburn in the parish of Blackburn in Lancashire being partly situate in Sharples Street Pomfret Street and Rectory Street and adjacent to the sidings in connexion with the Bolton and Blackburn Railway of the Company ;
- (Rochdale.) (k) Certain lands at Rochdale in the township of Castleton in the parish of Rochdale in Lancashire bounded on the north-east by the Rochdale Canal and lying on the south-east side of the main line of railway of the Company and in part forming the site of the mill known as the Lark Mills Corn Mill: Provided that the Company shall keep open the footpath leading from Hare Street across the said lands and the said footpath shall be not less in width than the bridge which now carries the said footpath over the Rochdale Canal ;
- (Rosegrove.) (l) Certain lands at Rosegrove in the township of Habergham Eaves in the parish of Whalley in Lancashire bounded on the north by the Accrington and Colne Extension Railway of the Company. and lying about eighty-six yards east of their Rosegrove Station ;
- (Nelson.) (m) Certain lands at Nelson in the township of Great Marsden and Little Marsden in Lancashire adjoining the said Accrington and Colne Extension Railway and lying between Emilly Street and Waterworth Street ; also
- (n) Certain other lands in the same township lying between the said railway Hibson Street and Nettlefield Street ;
- (Oldham.) (o) Certain lands at Lower Moor Oldham in the township of Oldham in the parish of Prestwich-cum-Oldham in Lancashire bounded on the west by the Oldham Rochdale and Royton Line of the Company and on the south by the footpath leading from Acre Lane to Shaw Road ;
- (Aintree.) (p) Certain lands at Aintree in the township of Sefton in the parish of Sefton in Lancashire bounded on the south by the Aintree and Bootle Line of the Company on the north-west by their Aintree Connecting Line and on the east by the Liverpool and Aintree Railway of the Cheshire Lines Committee ;
- (Thornhill.) (q) Certain lands in the township of Thornhill in the parish of Thornhill in the west riding of the county of York bounded on the north by the main line of railway of the Company and

being intersected in part by Brewery Street and Dewsbury Road
aforesaid and extending from the goods yard of the Company
on the southern side of that railway to Coalpit Lane ;

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(r) Certain lands in the township of Armin otherwise Airmyn (Goole.)
in the parish of Snaith in the said west riding bounded on the
south-east by the Wakefield Pontefract and Goole Railway
of the Company and contiguous to the junction of the Hull
and Goole Railway with the said Wakefield Pontefract and
Goole Railway ;

(s) Certain other lands in the same township and parish bounded
on the north-west by the said last-named railway and on the
south-east by the Knottingley and Goole Canal and adjacent to
the said junction :

Provided that such last-mentioned lands shall not be used in
contravention of Section 60 of the Wakefield Pontefract and Goole
Railway Act 1845 or so as to defeat lessen prejudice alter take
away or affect any of the rights or privileges of the undertakers
of the navigation of the rivers of Aire and Calder under that
section.

25. The execution by the Company of the following works (that
is to say) :—

Confirming
construction
of executed
works.

(1) The conversion into an embankment of the viaduct carrying
the East Lancashire Railway of the Company over the valley
of the Ribble near to where that railway crosses the River
Ribble ; and

(2) The widening of the Clayton Bridge Viaduct of the Ashton
Branch Railway of the Company ;

is hereby sanctioned and confirmed and the said widening shall for
all purposes (including the levying of tolls in respect of the use
thereof) be deemed part of the said Ashton Branch Railway.

26. With respect to the widening of the railway of the Company
in the borough of Wakefield the following provisions shall have
effect (that is to say) :—

Revival of
powers for
purchase of
lands for
widening
line at
Wakefield.

(1) The powers granted to the Company by Section 24 of the
Lancashire and Yorkshire Railway Act 1883 for the com-
pulsory purchase of lands for the widening and improving in
the township and parish of Wakefield in the west riding of
Yorkshire of a portion of the railway of the Company are
hereby revived and extended and may (subject to the provi-
sions of Section 25 of that Act the marginal ^[note]whereof is
“ For protection of the Corporation of Wakefield ”) be exercised
by the Company until the second day of August one thousand

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eight hundred and ninety-one but shall not be exercised after that date;

(Arrange-
ments with
Great
Northern
Railway
Company.)

(2) The Company and the Great Northern Railway Company may enter into and fulfil contracts with respect to the said work and also with respect to the appropriation and use by the Company and the Great Northern Railway Company of the said portion of railway when so widened and improved and the division or apportionment between them of the cost of the said work or of any works or conveniences incidental to or consequent thereupon.

Power to
take ease-
ments &c. by
agreement.

27. 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 or any of the purposes of their undertaking in over or affecting any such lands and the provisions of the said Acts with respect to lands and rent-charges as far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights or privileges as aforesaid.

Period for
compulsory
purchase of
lands.

28. The powers 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.

As to taking
houses of
labouring
class.

29. (1) The Company shall not under the powers of this Act or under the powers of any former Act revived or extended by 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 next before the passing of this Act or of the respective former Acts by which such purchase or acquisition was originally authorised as the case may be 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 respective fifteenth day of December aforesaid 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

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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 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

A.D. 1888. — 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. 1888.

(11) For the purposes of this section 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.

30. And whereas in the construction of the works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the Company and that such portions may be severed from the remainder of the said properties without material detriment thereto: Therefore notwithstanding Section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands houses or other buildings or manufactories described in the Third Schedule to this Act and whereof parts only are required for the purposes of the Company may (if such portions can in the judgment of the jury arbitrators or other authority assessing or determining the compensation under that Act be severed from the remainder of such properties without material detriment thereto) be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise:

Provided always that if in the opinion of the jury arbitrators or other authority as aforesaid any such portions cannot be severed from the remainder of such property without material detriment thereto the Company may withdraw their notice to treat for the portion of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice.

31. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of any of such works it may be necessary to underpin or otherwise strengthen the same:

Owner may be required to sell parts only of certain lands and buildings.

Company empowered to underpin or otherwise strengthen houses near works.

A.D. 1888. Therefore the Company at their own costs and charges may and if required by the owners and lessees of any such house or buildings shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

- (1) At least ten days notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened;
- (2) Each such notice if given by the Company shall be served in manner prescribed by Section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company;
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade;
- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building;
- (5) The cost of the reference shall be in the discretion of the referee;
- (6) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment;
- (7) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in

pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof; A.D. 1888.

(8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the 68th section of the Lands Clauses Consolidation Act 1845 or under any other Act;

(9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in the Lands Clauses Consolidation Act 1845;

(10) Nothing in this section shall repeal or affect the application of the 92nd Section of the Lands Clauses Consolidation Act 1845.

32. Sub-section 10 of Section 14 (for the protection of the trustees and tenant for life of the Westwood Estate in the township of Ince-in-Makerfield) of the Lancashire and Yorkshire Railway Act 1885 is hereby repealed. Repealing a provision for the protection of the Westwood Estate.

33. Any officer or servant workman or apprentice employed on or in connexion with the lines of railway belonging to the Company in conjunction with any other company or companies shall (with the consent of such last-mentioned company or companies) for the purpose of being admitted a member of the superannuation fund established under the provisions of the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act 1871 be deemed to be an officer or servant of the Company according to the true intent and meaning of Section 33 of that Act and that section and any scheme for the establishment of that fund and any rules or regulations thereof or relating thereto shall be read and construed accordingly: As to admission of officers and servants of other companies to superannuation fund of the Company.

Provided always that the foregoing enactment shall have effect only so far and upon such terms and conditions as are from time to time agreed upon by and between the Company and any such other company or companies as aforesaid and the committee of management of the said superannuation fund.

34. On the first day of March one thousand eight hundred and eighty-nine the Bury Undertaking including therein all railways land buildings property rights and privileges except superfluous lands (other than lands acquired from the Earl of Derby) moneys Undertaking of Bury Company transferred to and vested in the Company.

A.D. 1888. securities for money or debts due or belonging to the Bury Company on revenue account with their appurtenances possessed held or acquired by the Bury Company shall be transferred to and vested in the Company as from that date subject to the payment as from that date of certain rentcharges amounting to two hundred and sixty-four pounds and one shilling but freed and discharged from all other debts obligations contracts and liabilities affecting the same and so that except as aforesaid the Company shall not nor shall the Bury Undertaking in the hands of the Company be subject or liable to any claims or demands by or on behalf of any creditor of the Bury Company or the holder of any shares or debenture or other stock of the Bury Company: And all the powers and provisions of the Acts relating to the Bury Company in force at the time of the transfer except such as relate to the constitution capital directors and officers of that Company shall apply to and may be exercised by the Company after such transfer and the Company shall thereafter be entitled to all the receipts and profits of the Bury Undertaking.

Consideration for transfer.

35. The consideration for such transfer shall be the creation and payment by the Company of one hundred thousand pounds perpetual debenture stock by this Act authorised to be created carrying interest as from the first day of January one thousand eight hundred and eighty-nine whereof fifty thousand pounds (herein-after called "the first moiety") shall bear interest in perpetuity at the rate of three and a half per centum per annum and fifty thousand pounds (herein-after called "the second moiety") shall bear interest as from the said first day of January at the rate of one half per centum per annum during the first three years at the rate of one and a half per centum per annum during the following four years and at the rate of two and a half per centum per annum thereafter such debenture stock to be issued by the directors of the Company to the persons at the times and in the manner specified in this Act or as may be otherwise agreed upon between the Company and the Bury Company.

Power to convert stocks into four per centum Lancashire and Yorkshire Railway debenture stock.

36. The Company shall have power at any time hereafter so far as relates to the said first moiety of perpetual debenture stock and at any time after the expiration of seven years from the last-mentioned date so far as relates to the said second moiety of perpetual debenture stock to convert such stocks or either of them or any part or parts of either of them into four per centum perpetual debenture stock of the Company by the issue to each holder of such three and a half per centum debenture stock or two and a half per centum debenture stock as the case may be in proportion to the

amount of stock so held of so much Lancashire and Yorkshire Railway four per centum perpetual debenture stock as will produce interest annually thereon equal in amount to the interest to become payable in perpetuity on the stock which shall be so converted and every such holder shall be bound to accept such four per centum debenture stock accordingly. A.D. 1888.

37. The transfer shall be evidenced by a deed of conveyance in which the consideration shall be deemed to be of the value of seventy-five thousand pounds and within three months from the transfer the Company shall produce to the Commissioners of Inland Revenue such deed of conveyance duly stamped and in default of such production the ad valorem stamp duty with interest thereon at the rate of five per centum per annum from the date of transfer to the date of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same. Transfer to
be by deed
duly stamped.

38. From and after the first day of January one thousand eight hundred and eighty-nine the functions of the receiver appointed by the court on the fifteenth day of March one thousand eight hundred and eighty-three shall as regards the receipt of the tolls and sums of money arising upon or out of the general Undertaking of the Bury Company absolutely cease and determine and upon the application of the Bury Company at any time thereafter the court shall discharge the said receiver and he shall pay to the Bury Company any balance in his hands which balance shall be applied by the directors of the Bury Company together with any moneys in court to the credit of the receiver's account which shall be paid out to them on application in or towards the purposes defined by the section of this Act the marginal note whereof is "Application of debenture stock." If the Bury Company shall require it the receiver shall before being discharged pass his accounts in the usual way. Application
of money
in Court and
in hands of
receiver.

39. The Company shall issue the said debenture stock to the person or persons to whom they shall be required by the directors of the Bury Company to issue the same and thereupon the Undertaking of the Bury Company shall vest in the Company and a receipt in writing of three of the directors of the Bury Company shall be a good and sufficient discharge for the same and the issue as aforesaid and registration of the said debenture stock shall be deemed payment of the aforesaid consideration by the Company and the Company shall not be bound to see to the application or be accountable for the misapplication or non-application of such stock or consideration or any part thereof and the Bury Company shall Time and
mode of
payment of
considera-
tion.

A.D. 1888. indemnify the Company against all or any liability in respect thereof.

As to books
&c. of the
Bury Com-
pany.

40. The Bury Company shall upon completion of the purchase hand over to the Company all conveyances deeds agreements plans and sections books of reference and documents of title relating to land purchased by or held in trust for or otherwise in any way affecting the Bury Undertaking but the Bury Company may retain their common seal and all books of account minute books registers transfer books and all other books or documents necessary for the conduct of the internal affairs of the Bury Company or the winding-up of their undertaking as herein provided and the title deeds relating to any superfluous land retained by them until the thirty-first day of December one thousand eight hundred and eighty-nine when the same shall be handed over to the Company who in the meantime shall have access free of charge at all reasonable times to all such books plans registers and other documents.

Bury Com-
pany to
publish
notice of
their inten-
tion to wind
up their
affairs.

41. Within three months after the first day of January one thousand eight hundred and eighty-nine the Bury Company shall publish notice of their intention to wind up their affairs and such notice shall state that all persons having any charge or lien or incumbrance other than a rentcharge affecting the Bury undertaking or having any claim against the Bury Company must within the time limited by this section send particulars thereof in writing addressed to the secretary of the Bury Company at their office No. 13 Broad Street Bury in order that the same may be satisfied or discharged and shall also state that such claims will if not so sent in be barred: And such notice shall be advertised by the Bury Company once in each of two successive weeks in the London Gazette and at least thrice in a newspaper or newspapers published in Lancashire and shall also be sent by post to all creditors of whose claims the Bury Company have notice: And all claims against the Bury Company or the Bury Undertaking not constituting a charge lien or incumbrance on that Undertaking and not sent in as aforesaid within six months after the last insertion of such advertisement shall be barred and shall not be paid by the Company or the Bury Company or their respective directors.

Application
of debenture
stock.

42. The debenture stock to be issued as aforesaid and the moneys to arise from the sale thereof or of any part thereof and the interest on any part thereof for the time being unsold and all other assets of the Bury Company which are not agreed to be vested in the Company shall be applied and appropriated by the directors of the

Bury Company in or towards satisfaction of the claims of the holders of debenture stock and other creditors and preference and ordinary shareholders of the Bury Company as herein-after provided (that is to say) :— A.D. 1888,

The said first moiety of such debenture stock or the money to arise from the sale thereof and any other moneys for the time being in the hands of the said directors shall be applied to the purposes and in the order following (namely) :— (Application of first moiety.)

- (1) In paying all unpaid purchase-money for land acquired for the purposes of the Bury Undertaking and in satisfying the claims of the vendors of land ;
- (2) In paying the costs charges and expenses of and incident or in relation to this Act and the transfer of the Bury Undertaking so far as the same are payable by the Bury Company and of winding-up that Company ;
- (3) In paying the costs charges and expenses relating to the receivership and the discharge of the receiver and the costs of any actions or legal proceedings to which the Bury Company is a party so far as that Company is or may be liable to pay the same and of the costs charges and expenses of the Bury Company of and relating to land purchases of the Bury Company and the disposition of its surplus lands ;
- (4) In issuing to each holder of debenture stock A of the Bury Company in full discharge of his claims against that Company in respect of such stock and the interest (if any) due thereon so much of the first moiety of debenture stock of the Company as shall be equal in amount to the debenture stock A held by him :

Any balance of the first moiety of debenture stock and other moneys as aforesaid shall be applied to the purposes and in the order to which the said second moiety of debenture stock is herein-after directed to be applied.

The directors of the Bury Company shall apply any such balance together with the said second moiety of debenture stock to the purposes and in the order following (namely) :— (Application of second moiety, &c.)

- (a) They shall issue to every holder of debenture stock B of the Bury Company in full discharge and satisfaction of his claims upon that Company or their Undertaking in respect of such B stock so much of the said second moiety of debenture stock as shall be equal to ninety per centum of the nominal amount of the said B stock held by him or such less amount as the holders of three-fourths in value

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of the said B stock shall signify in writing to the secretary of the Bury Company their willingness to accept ;

- (b) They shall issue to every holder of debenture stock C of the Bury Company in full discharge and satisfaction of his claims upon that Company or their Undertaking in respect of such C stock so much of the said second moiety of debenture stock as shall be equal to fifty per centum of the nominal amount of the said C stock held by him or such less amount as the holders of three-fourths in value of the said C stock shall signify in writing to the secretary of the Bury Company their willingness to accept ;
- (c) They shall issue to the simple contract creditors of the Bury Company in full discharge and satisfaction of their respective claims upon that Company or their Undertaking so much of the said second moiety of debenture stock as shall be equal at par value to fifty per centum of the amount of their several debts or such less amount as a majority in number and value of such creditors shall signify in writing to the secretary of the Bury Company their willingness to accept ;
- (d) They shall issue to every holder of preference shares of the Bury Company an amount of the said second moiety of debenture stock equal to fifteen per centum of the amount of such preference shares held by him ;
- (e) The balance of the first and second moieties of debenture stock of the Company and of all other funds and assets of the Bury Company shall be distributed pro ratâ among the holders of ordinary shares in proportion to the amount paid up on such shares respectively up to an amount equal to ten per centum thereof and the surplus (if any) shall be distributed pro ratâ among the holders of preference shares.

Books of
Bury
Company
evidence as
to share-
holders.

43. The several persons who at the time of the transfer appear in the books of the Bury Company to be proprietors of debenture stock or preference or ordinary shares in the capital of that Company or their respective executors administrators or assigns shall respectively be deemed to be the holders of debenture stock or preference or ordinary shareholders as the case may be for the purpose of the distribution of debenture stock under this Act but this enactment does not apply to any shares or stock standing in the name or names of any person or persons as trustee or trustees for that Company and any such last-mentioned shares or stock shall

not be taken into account for the purpose of the distribution of debenture stock under this Act. A.D. 1888.

44. The debenture stock distributed under this Act shall be held on the same trusts and subject to the same powers provisions charges and liabilities as those on and to which the debenture stock or preference or ordinary shares for which such first-mentioned debenture stock is substituted were respectively held and so as to give effect to and not to defeat any deed agreement or other instrument or any testamentary or other disposition disposing of or affecting such stock or shares and every such deed will or other instrument shall take effect with reference to a proportionate part of the substituted stock. Debenture stock to be held on same trusts as shares.

45. Trustees executors and other persons empowered under Section 7 of the Lands Clauses Consolidation Act 1845 to sell and convey lands are hereby expressly authorised to accept and hold any debenture stock issued under the powers of this Act and are hereby indemnified from all acts bonâ fide done by them in respect of such acceptance and holding in pursuance of the provisions of this Act. As to trustees executors and others.

46. If any question or difference has been or shall be raised in regard to the person or persons to whom any of the said debenture stock or other assets of the Bury Company ought to be issued or paid or if any person to whom any of the said debenture stock or other assets ought to be issued or paid and who can give an effectual receipt or discharge for the same cannot after diligent inquiry be ascertained the proportion of the said debenture stock or other assets so in dispute or unclaimed shall or may be realised and shall be paid into court as provided in the case of trustees under the Trustee Relief Acts. In case of difference as to the parties entitled to debenture stock.

47. When the said moieties of debenture stock shall have been distributed in accordance with this Act all debenture stocks and shares in the capital of the Bury Company shall be by virtue of this Act cancelled and the Bury Company shall be dissolved and within one month after such dissolution all minute books books of account vouchers instruments and other documents relating to the Bury Company shall be delivered to the Company. Dissolution of Bury Company.

48. Subject to the provisions of this Act from and after the transfer the Bury Undertaking shall for the purpose of tolls and charges and all other purposes form part of the Undertaking of the Company. Bury Railway to form part of undertaking of Company.

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For the
protection
of the Earl
of Derby,
K.G.

49. Notwithstanding anything in this Act contained to the contrary from and immediately after the transfer to and vesting in the Company of the Bury Undertaking the Company shall be bound by the obligations and shall take upon themselves the liabilities of the Bury Company under the provisions of Section 26 of the Bury and Tottington District Railway Act 1877 and nothing in this Act contained shall deprive the Earl of Derby his heirs sequels in estate and assigns of the rights conferred by Sections 127 and 128 of the Lands Clauses Consolidation Act 1845 on the said Earl his heirs sequels in estate and assigns with respect to lands of the said Earl acquired by the Bury Company under the powers and provisions of the said Act of 1877 or the Bury and Tottington District Railway Act 1880 and not required for the purposes of the Bury Undertaking.

For the
protection
of the
Postmaster-
General.

50. Nothing in this Act or in the Burnley Clitheroe and Sabden Railway Act 1886 or in the agreement contained in the Second Schedule to the last-mentioned Act shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the Undertakings of the Bury Company and the Burnley Clitheroe and Sabden Railway Company respectively and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertakings respectively for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the Undertakings of the Bury Company and the Burnley Clitheroe and Sabden Railway Company are owned leased or worked by the Company or amalgamated with the undertaking thereof.

ADDITIONAL
CAPITAL.

Power to
raise addi-
tional capital.

51. The Company from time to time may for the purposes of this Act and for the general purposes of their Undertaking raise by the creation and issue of shares or stock such sums of money as they shall think necessary not exceeding one million and five hundred thousand pounds exclusive of the moneys which they are or may be authorised to raise by any other Act or Acts of Parliament and the Company may create and issue such shares or stock either wholly or partly as ordinary or wholly or partly as preferential shares or stock as they may think fit.

Shares not
to be issued
until one-
fifth part

52. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than

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one fifth of the amount of such share shall have been paid in respect thereof.

thereof
shall have
been paid up.

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

Qualification
of new shares
or stock.

54. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to raise capital by new shares or stock the Company if they think fit may raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Power to
raise capital
under any
other Act of
this session
and this Act
by new
shares or
stock of one
class.

55. The Company in respect of the additional capital of one million five hundred thousand pounds which they are by this Act authorised to raise may from time to time borrow on mortgage of their Undertaking any sum not exceeding in the whole five hundred thousand pounds: Provided that in respect of every three hundred thousand pounds of such additional capital issued and accepted and one half whereof shall have been paid up the Company may borrow a sum or sums not exceeding in the whole one hundred thousand pounds: But no part of any of the before-mentioned sums of one hundred thousand pounds shall be borrowed until shares for so much of the said portion of the additional capital in respect of which the borrowing powers are to be exercised as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of additional capital have been issued and accepted and that one half of such portion has been paid up and that not less than one fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of each portion of the said additional capital as is to be raised by means of stock is fully paid up and the

Power to
borrow on
mortgage.

A.D. 1888.

Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as 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.

Former mortgages to have priority.

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

Power to apply corporate funds to purposes of Act.

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

Debenture stock.

58. 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.

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

Receipt in case of persons not sui juris.

60. If any money is payable to a holder of shares or stock in the Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

61. Subject to the provisions of this Act the Halifax Company may in accordance with the deposited sections alter the levels of the following portions of their railways authorised by the Halifax Act of 1884 (that is to say):—

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 Alteration
 of levels of
 portions of
 railways of
 Halifax
 Company.

So much of Railway No. 2 as extends for a distance of about 2 furlongs and 1·50 chains from the authorised commencement thereof; and

So much of Railway No. 4 as deviated by the Great Northern Railway Act 1887 as lies between the authorised commencement thereof and Hopwood Lane.

62. Section 6 (Capital and number and amount of shares) of the Halifax Act of 1884 shall be read and have effect as if two hundred and seventy thousand pounds were therein substituted for three hundred and twenty thousand pounds and as if twenty-seven thousand shares were therein substituted for thirty-two thousand shares.

Reduction
 of share
 capital of
 Halifax
 Company
 under
 Halifax Act
 of 1884.

63. Section 18 (Power to borrow) of the Halifax Act of 1884 shall be read and have effect as if the words “ninety thousand pounds that is to say in respect of the first one hundred and sixty thousand pounds of their capital the Company may borrow not exceeding fifty-three thousand three hundred and thirty-three pounds and in respect of the remaining one hundred and ten thousand pounds of their capital they may borrow thirty-six thousand six hundred and sixty-seven pounds” were therein substituted for the words “one hundred and six thousand six hundred and sixty-six pounds that is to say in respect of each one hundred and sixty thousand pounds of the capital the Company may borrow not exceeding fifty-three thousand three hundred and thirty-three pounds.”

Reduction of
 borrowing
 powers of
 Halifax
 Company
 under
 Halifax Act
 of 1884.

64. The provisions of the foregoing sections of this Act the marginal notes whereof are respectively :

Provisions
 of certain
 sections of
 this Act
 applied to
 the Halifax
 Company.

Power to take easements by agreement; and

As to taking houses of labouring class;

shall extend and apply mutatis mutandis to and in relation to the Halifax Company.

65. The repeal by this Act of any enactment shall not affect—

Saving from
 effects of
 repeal.

Anything already duly done or suffered; or

Any right privilege obligation or liability already acquired accrued or incurred; or

Any investigation legal proceeding or remedy in respect of any such right privilege obligation or liability.

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

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

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 railway or to execute any other work or undertaking.

Provision as
to general
Railway
Acts.

68. Nothing in this Act contained shall exempt the Company or their railways 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.

Costs of Act.

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.

The SCHEDULES referred to in the foregoing Act.

A.D. 1888.

THE FIRST SCHEDULE.

AN AGREEMENT made the seventh day of May one thousand eight hundred and eighty-eight between the WARDEN AND FELLOWS OF THE COLLEGE OF CHRIST IN MANCHESTER FOUNDED BY KING CHARLES otherwise styled THE DEAN AND CANONS OF MANCHESTER (herein-after referred to as "the Dean and Canons") of the first part and THE LANCASHIRE AND YORKSHIRE RAILWAY COMPANY (herein-after referred to as "the Company") of the second part.

WHEREAS the Company have a Bill (herein-after called "the Bill") now pending in the House of Commons entitled "A Bill for conferring further powers on the Lancashire and Yorkshire Railway Company with relation to their Undertaking and to enable them to acquire the Undertaking of the Bury and Tottington District Railway Company and to confer further powers on the Halifax High Level and North and South Junction Railway Company with respect to their Undertaking and for other purposes":

And whereas the Dean and Canons have presented a petition to the House of Commons praying that the said Bill may not be permitted to pass into law as it now stands and further praying to be heard by counsel before the committee to whom the said Bill may be referred against the preamble of the said Bill and against such clauses and provisions thereof as affect injuriously their rights and interests and in support of the introduction of such other clauses and provisions as they may consider necessary for their protection:

And whereas the Company are desirous that the Dean and Canons should relinquish their opposition to the said Bill and the Company have accordingly proposed to the Dean and Canons that provided they will withdraw their opposition the Company will enter into the arrangements or agreements herein-after on their part contained to which proposal the Dean and Canons have assented:

And whereas by the 21st section of the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act 1874 it is provided that the powers granted by the said Act to the Company for the purchase of lands in the said township of Newton belonging to the Dean and Canons of Manchester shall be subject to an agreement entered into on the 3rd day of June 1874 between the said Dean and Canons of the first part William Edward Lycett of the second part and the Company of the third part which agreement is contained in Schedule B to the said Act and is thereby confirmed and made binding on the parties thereto and is herein-after referred to as "the existing agreement":

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And whereas by the said existing agreement the Dean and Canons agreed to sell to the Company who agreed to purchase (in addition to other lands) certain lands of the Dean and Canons situate in Newton at the price of £9420 15s. and the Company thereby also undertook to lay out form and make certain streets and to erect and widen certain bridges for the convenience of the portions of the estate of the Dean and Canons situate in Newton and the Company were authorised to retain out of the said purchase money a portion of the costs of the execution of the said works :

And whereas the said purchase money of £9420 15s. has not yet been paid and portions of the works stipulated for by the existing agreement have not yet been executed and it is necessary for the purpose of carrying out the arrangements now proposed between the parties hereto that portions of the existing agreement should be modified and it has been agreed that subject to such modification the existing agreement shall be confirmed :

And whereas the clauses of the existing agreement material to be referred to in these presents are as follows :—

10. The Company shall upon the request of the Dean and Canons and to the reasonable satisfaction of their the Dean and Canons' surveyor lay out form level and cinder the roads shown on the Plan B [the Plan B annexed to the existing agreement] between the letters A and B and A' and B' or such portions thereof as the Dean and Canons shall from time to time require and the Company shall be entitled to deduct from the purchase money or sum of £9420 15s. the cost of laying out forming levelling sewerage and cindering the said roads.
11. The Company shall further upon the request of the said Dean and Canons make an iron girder bridge underneath the Ashton Branch of their said railway at the point marked A on the said Plan B for the purpose of the said proposed road from A to B to the reasonable satisfaction of the surveyor for the time being of the Dean and Canons with a clear roadway of not less than 42 feet in width and with such headway underneath not exceeding 18 feet as shall be satisfactory to the said surveyor such headway to be obtained by founding the abutments of the bridge at such a level as shall be necessary to acquire such headway without altering the levels of the railway and upon the said bridge being made and completed the Company may and shall deduct the sum of £500 from the said purchase money or sum of £9420 15s. as a contribution towards the cost thereof but save as aforesaid the said bridge shall be erected at the cost of the Company. Upon completion of the said bridge the Dean and Canons will so far as they lawfully can and may abandon the cart and carriage road across the said Ashton Branch Railway at Park Station shown on the said Plan B reserving the road to Park Station from their property on the north-easterly side of the railway as heretofore enjoyed.
12. The said Company are hereby authorised so far as the Dean and Canons can authorise the same to block up the bridges at the points marked M and N on the said Plan B and to do away with and close the roads under the same bridges and on such roads being effectually closed the said Company shall at the request of the said Dean and Canons and to the reasonable satisfaction of their surveyor but at their the Company's own cost make an iron girder bridge under their said railway at or near the point marked X upon the said Plan B with a clear roadway of not less

than 30 feet in width and with such headway underneath not exceeding 15 feet as shall be satisfactory to the said surveyor such headway to be obtained by founding the abutments of the bridge at such a level as shall be necessary to acquire such headway without altering the levels of the railway. A.D. 1888.

Now these presents witness and it is hereby agreed between and by the Company and the Dean and Canons as follows that is to say :—

- (1) In pursuance of the provisions of the said existing agreement the Company shall forthwith lay out form level cinder and fence the road between the letters A and B on the Plan B to the existing agreement such road nevertheless being laid out and formed of the width of 14 yards only instead of 16 yards as provided by the existing agreement and shall also lay out form level sewer cinder and fence the portion of the road between the letters A' and B' shown on the said Plan B to the existing agreement which lies between the said letter A' and the said road between the letters A and B on Plan B such road being of 14 yards in width and the remaining portion of the said road between the letters A' and B' on the said Plan B shall be abandoned and the Company shall be entitled in addition to the cost of forming levelling and cinder to deduct the cost of sewerage and fencing the said portion of the said road between the letters A' and B' on the said Plan B to the existing agreement out of the sum of £9420 15s. mentioned in clause 10 of the existing agreement in addition to and as part of the general outlay provided for by such clause and subject to this modification the said clause 10 is hereby confirmed.
- (2) In substitution for the portion of Ten Acres Lane between the Rochdale Canal and Baguley Fold shown on the Plan A hereto annexed the Company shall forthwith to the reasonable satisfaction of the Dean and Canons' surveyor lay out form level sewer cinder and fence upon the lands of the said Dean and Canons a road of 14 yards wide from the point marked D to the point marked E on the Plan A annexed to these presents for the purpose of connecting the general estate of the said Dean and Canons with the proposed station to be erected by the Company as provided in clause 4 of these presents and the Company shall be entitled to deduct the cost of laying out forming levelling sewerage cinder and fencing the said road out of the said sum of £9420 15s. mentioned in clause 10 of the existing agreement.
- (3) Pursuant to clause 12 of the existing agreement the Company have erected an iron girder bridge under their railway at the point marked X upon the Plan B to the existing agreement and also marked X on the Plan A hereto annexed of the height and description provided for in the said clause 12 and the Bill seeks to empower the Company to widen such bridge and in consideration of the Dean and Canons consenting to such widening the Company release the Dean and Canons from the payment of a sum of £450 heretofore agreed to be paid but not actually paid by the Dean and Canons to the Company towards extra expense incurred by the Company at the request of the said Dean and Canons in the formation of the said existing bridge and the Company further undertake and agree that in widening the said bridge as proposed by the Bill they will effect such widening by iron girders with a clear roadway of not less than 30 feet in width and with such headway underneath not exceeding 15 feet

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as shall be satisfactory to the surveyor of the said Dean and Canons such headway to be obtained by raising the railway or otherwise without altering the existing level of Lord Street.

- (4) The Company shall erect a passenger station on land to be acquired by them from the Dean and Canons under the powers of the proposed Act at the place marked on the Plan A hereto annexed "site of proposed station" and on the completion of the intended station the existing Park Station of the Company shall be abandoned.
- (5) The erection by the Company of an occupation road bridge at the present level crossing at or near the existing Park Station proposed by the Bill shall be abandoned and the occupation road crossing the railway at Park Station aforesaid and also the two occupation roads crossing the railway near Park Station as shown on the plan A annexed hereto shall be closed and stopped up.
- (6) In substitution for the occupation roads to be closed and stopped up as herein-before provided the Company shall at their own cost lay out form level and cinder for the use of the Dean and Canons and their tenants a private occupation road of 24 feet in width from the point marked *d* to the point marked *g* on the Plan A hereto annexed such road passing under the Company's railway as shown on the said Plan A and the bridge carrying the railway over such road shall be an iron girder bridge with a clear headway of 14 feet and a clear width of 24 feet the said Dean and Canons hereby agreeing to provide the necessary land for the formation of such occupation road and also to provide land for the deposit of any spoil made in the formation of the said road and the erection of the last-mentioned bridge.
- (7) The Dean and Canons shall allow the Company at their own cost to form a public footpath 6 feet in width on the westerly side of the road provided for by the last clause between the letters *d* and *e* and *f* and *g* and on the southerly side of such road between the letters *e* and *f* and also a continuation of such footpath also 6 feet in width over the land of the Dean and Canons between the letters *g* and *h* on the said plan.
- (8) For the purpose of providing access to the proposed new station from the south the Company will at their own cost form make and cinder and at all times afterwards keep in repair a footpath of 6 feet in width on land to be provided for the purpose by the Dean and Canons free of cost to the Company between the points *a* and *b* on the said Plan A hereto annexed the Company shall also at their own cost in like manner form and maintain on land to be provided by the Company a continuation of such footpath between the points marked *b* and *c* on the said plan.
- (9) The Company shall erect the bridge provided for by Clause 11 of the existing agreement at their own cost and so much of Clause 11 of the existing agreement as empowers the railway company to deduct the sum of £500 from the purchase money therein mentioned is hereby cancelled.
- (10) In widening their railway partly on the north-east and partly on the south-west the present bridge shall be pulled down and the Company shall erect two bridges similar in all respects to the bridge stipulated for by Clause 11 of the existing agreement with a view to the road leading from Newton Heath Church to the proposed new station being continued towards

Manchester and in the erection of such bridges the Company shall leave an opening between such bridges of not less than 15 feet in width throughout the whole length thereof. A.D, 1888.

- (11) The existing agreement as modified by these presents is hereby confirmed.
- (12) The Dean and Canons shall sell and the Company shall purchase from the Dean and Canons all those several plots of land situate in Newton aforesaid containing by estimation 3 a. 0 r. 18 p. delineated and shown on the plan marked B hereto annexed and thereon coloured red (and which lands the Company by their said Bill seek power to acquire) with the appurtenances except and reserved unto the Dean and Canons all tithes commutation rentcharges or sums of money in lieu of tithes payable for or in respect of the premises and all mines and minerals with right to work and get the same and subject to all rights of roadway light water or other easements affecting the same: And subject also to all existing tenancies and all claims thereunder and to the Company rebuilding at their cost on the adjoining land of the Dean and Canons and to the satisfaction of their surveyor the buildings portions of Clay's farm now standing on part of the land to be purchased. The measurement and quantities of the said several plots not having been precisely ascertained the same when staked out shall be ascertained by the surveyors of the said Dean and Canons and of the Company.
- (13) The price of the said land so sold and purchased as aforesaid and the compensation to be paid for any permanent damage or injury to such land or to any other lands of the Dean and Canons occasioned by severance or otherwise in the construction of the works of the Company and compensation for all bridges arches roads crossings or other works (except the roads bridges and works herein-before provided for) which under the provisions of any Act of Parliament could or might have been required by the Dean and Canons to be made for under or across the said land or for the better enjoyment protection or accommodation of the adjoining property shall be such perpetual annual rentcharge not being less than threepence for every square yard of land so purchased as shall be determined by the valuation of two able practical surveyors one of whom shall be nominated by the Company and the other by the Dean and Canons and if such two surveyors cannot agree in their valuation then by such third surveyor as any two justices shall upon application of either party after notice to the other party for that purpose nominate.
- (14) The rent ultimately fixed as the purchase money for the said premises shall be paid free from all present and future rates taxes assessments charges and impositions whatsoever (property tax excepted) as from the 25th of December 1888 and thenceforth by half yearly payments on every 24th day of June and 25th day of December in each year.
- (15) The conveyance of the said hereditaments and premises shall be prepared in duplicate by the solicitor of the Dean and Canons and shall contain a reservation of the said perpetual rent ultimately fixed as the purchase money for the said premises in such manner and form as that the same may operate and take effect as an annual rentcharge under the power to sell and convey lands in consideration of an annual rentcharge referred to in the Lands Clauses Consolidation Amendment Act 1860 and thereby authorised to be exercised. The said conveyance shall also contain a covenant on the

A.D. 1888.

part of the said Company for payment of the rent ultimately fixed as the purchase money for the said premises and of all taxes except property tax.

(16) The Company shall not inquire into the title of the Dean and Canons but shall accept the same as good without investigation doubt or question and the Dean and Canons shall not be required to produce or deliver up or to give any acknowledgment of the right to production of any of their title deeds or any other document or evidence relating to their title or to undertake for the safe custody of such deeds documents or evidences or to furnish any attested or other copies thereof or any abstract of their title.

(17) The costs and expenses of the Dean and Canons incurred and to be incurred in or about the preparation and execution of this agreement and the negotiation preparatory thereto (including the charges of the surveyor of the Dean and Canons) and in or about the preparation and execution of the conveyance and the counterpart thereof and all other documents relating to the assurance of the said premises and all other charges and expenses (if any) which in the absence of any special agreement would be payable by the Company under the Lands Clauses Consolidation Act 1845 shall be borne and paid by the Company. In witness whereof the Dean and Canons and the Company have hereunto affixed their respective common seals the day and year first before written.

JOHN OAKLEY, Dean.

Sealed by the Dean and
Canons of Manchester
in the presence of
W. ORFORD,
Solicitor, Manchester.

WM. CRANE.

C. W. WOODHOUSE.

J. DAVENPORT KELLY.

L.S.

Canons.

The Common Seal of the Lancashire and Yorkshire
Railway Company was hereunto affixed in the
presence of

J. H. STAFFORD,

Secretary.

L.S.

42,492.

THE SECOND SCHEDULE.

A.D. 1888.

THIS AGREEMENT made the twenty-third day of April one thousand eight hundred and eighty-eight between the LANCASHIRE AND YORKSHIRE RAILWAY COMPANY (herein-after called "the Company") of the first part the MAYOR ALDERMEN and BURGESSES of the Borough of DEWSBURY in the west riding of the county of York (herein-after called "the Corporation" of the second part the LOCAL BOARD of the DISTRICT of THORNHILL in the said county (herein-after called "the Local Board") of the third part and EDWARD THEODORE INGHAM of Blake Hall Mirfield in the said county colliery proprietor of the fourth part.

WHEREAS the Company are promoting a Bill in the present session of Parliament to enable the Company to execute the works at Thornhill Lees therein specified and set forth :

And whereas the several parties hereto have agreed that the said works and such other works as are herein described should be executed in the manner and upon the terms and conditions herein-after contained :

Now these presents witness that in consideration of the premises it is hereby mutually covenanted and agreed by and between the several parties hereto as follows :—

(1) In this agreement the following expressions shall have the following meanings (that is to say) :—

"The supplemental plans" "the supplemental sections" means respectively the plans and sections deposited by the Company with the clerk of the peace for the west riding of the county of York in the present month of April in respect of the proposed alteration of works at Thornhill Lees ;

"The diverted road" means so much of the diversion of Dewsbury Road as lies between the junction therewith of Forge Lane and the termination of that diversion as shown on the supplemental plans ;

"The crossing bridge" means the bridge carrying the diverted road over the railway of the Company ;

"The new road" means the new road to be constructed from the diverted road to Brewery Street.

(2) The diverted road and the new road shall respectively be paved metalled flagged kerbed channelled and drained by the Company in such manner as

A.D. 1888.

shall be agreed on between the Company and the Corporation or between the Company and the Local Board as the case may require and the Company shall maintain the same respectively in good order for twelve months after the completion thereof.

- (3) The gradient of the new road shall be uniform throughout and finished level with Brewery Street at its junction therewith.
- (4) The gradients of the diverted road shall not be steeper than 1 in 20 on the south side of the crossing bridge but the Company shall if and when required by and at the expense of the Local Board improve the said gradient so that the same shall not be less than 1 in 25 on that side.
- (5) The Company shall construct on each side of the new road and diverted road respectively a sufficient fence not less than 4 feet 6 inches in height and on each side of the crossing bridge and for the full length thereof a substantial close screen of not less than (except with the consent of the Local Board) 7 feet in height above the level of the footway on the crossing bridge and shall construct similar close screens for a distance of 20 feet on each side of the south approach and on the west side of the north approach of the bridge. Such close screens shall at all times be maintained by the Company and shall not be used for the posting of bills or placards.
- (6) The Company shall maintain the structures of the crossing bridge and the abutments thereof and the retaining walls parapets banks slopes and fences of the approaches thereto and of the new road.
- (7) Before the Company obstruct any street or road in the exercise of their powers under this agreement or the intended Act they shall to the reasonable satisfaction of the Local Board provide and thenceforth until such obstruction be removed maintain proper accommodation for the traffic along such street or road and access to houses and property therein and they shall cause such obstruction to be properly fenced and lighted.
- (8) The Corporation shall at their own cost execute the works following and also the works mentioned in the specification hereunder written:—
 Widen Cleggford Bridge to the width of 24 feet at the least between the parapets ;
 Raise the south approach of Cleggford Bridge from that bridge to the junction of Forge Lane with Dewsbury Road so as to have the gradients shown on the supplemental sections ;
 Raise the west end of Savile Road for a distance of about 200 yards at a gradient not steeper than 1 in 90 ;
 Raise the west end of Vicarage Road within the limits of deviation shown on the supplemental plans ;
 Raise so much of Dewsbury Road as extends for a distance of about 160 yards from and south of the junction therewith of Forge Lane.
- (9) All the said several roads south of Cleggford Bridge to be raised by the Corporation shall be made to finish on the same level at or near the junction of Dewsbury Road with Forge Lane and all works to be executed by the Corporation in connexion therewith shall be constructed in accordance with the specification hereunder written and so much of such works as shall be done in the district of the Local Board shall be constructed and completed in a proper workmanlike manner to the satisfaction of Charles William Greenwood or other the surveyor for the time being to the estate of Sir John Savile.

A.D. 1888.

- (10) In consideration of the execution by the Corporation of the said works the Local Board shall pay the sum of one thousand pounds towards the cost of the said works such sum to be paid to the Corporation by the following instalments viz.:—the sum of five hundred pounds within one month after the commencement of the work by the Corporation and the remaining five hundred pounds within one month after the said Charles William Greenwood or his successor shall have certified to the Local Board that the work has been completed to his satisfaction.
- (11) For the purpose of improving the private road called Forge Lane numbered 6 on the supplemental plans and converting the same into a public highway the Company shall throw into that road and dedicate to the public so much of their land as lies on the south side of that road as will be necessary to make that road from its junction with Dewsbury Road to the north-easterly face of the bridge carrying the Company's railway over Forge Lane 36 feet wide and shall fence the remainder of their said land from the said lane as so widened.
- (12) The Corporation shall at their own cost simultaneously with the commencement of the other works to be executed by them under this agreement form level and macadamize Forge Lane between the points aforesaid and kerb channel and flag a footpath on the north side thereof and shall also lay down a proper sewer and surface-water drain in and along Forge Lane between the said points.
- (13) The said Edward Theodore Ingham shall within one month after the commencement by the Corporation of the said works in Forge Lane pay to the Corporation the sum of two hundred and fifty pounds and within one month after the completion of the said works the further sum of two hundred and fifty pounds.
- (14) On the completion of the works relating to Forge Lane that road between its junction with the diverted road and the said north-easterly face of the said bridge shall become a public highway of the said borough and for ever after be repairable by the inhabitants at large and in the meantime the Company shall have the free use of the said road for all purposes between the said points with full right of access thereto.
- (15) The Corporation shall execute the works in the district of the Local Board on their behalf and as their contractors but the Local Board shall pay or satisfy all claims in respect of property taken or injuriously affected by the construction of the said works.
- (16) All the works to be done by the respective parties hereto under this agreement shall be completed within eighteen months from the passing of the said Bill into an Act.
- (17) The several parties hereto may enter into and carry into effect agreements for any variation of the said works or in the mode of executing the same.
- (18) If any difference arises between any two or more of the said parties hereto touching or concerning anything to be done or not to be done under this agreement or the intended Act such difference shall be determined by an engineer to be appointed (unless otherwise agreed on within one month after such difference shall have arisen) on the application of any party hereto by the Board of Trade.

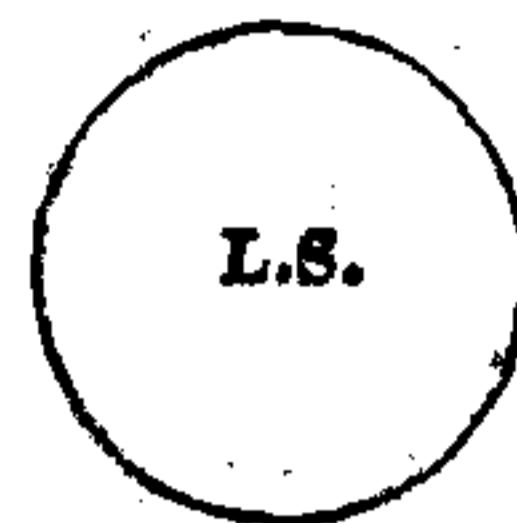
A.D. 1888.

(19) This agreement shall be subject to the confirmation thereof by Parliament and to such alterations as Parliament may think fit to make therein but if Parliament make any material alterations therein it shall be competent to any of the parties hereto to withdraw from the same.

As witness the hands and seals of the said parties hereto.

The corporate common seal of the borough of Dewsbury was hereunto affixed by Mark Oldroyd Esquire the Mayor for the time being in the presence of

TREVOR C. EDWARDS,
Town Clerk.



M. OLDROYD, Mayor.
E. T. INGHAM.

Witness:

HENRY CHALKER,
Solicitor with Stewart & Sons, Solicitors,
Wakefield.

The Specification herein-before referred to.

Ballast.

The ballast for the foundation of all the roads raised by the Corporation shall be of hand pitching and the upper layer 4 inches thick broken to pass through a 2-inch ring the whole to be rolled with a steam roller before the dross be laid on and not to be less than 1 foot thick after being rolled.

Dross.

The dross to be from Ardsley or Low Moor hand broken to pass through a 2-inch ring laid on ballast 5 inches thick and covered with good ashes well watered and rolled with a steam roller until thoroughly consolidated.

Causeways.

Take up and refix on the levels of the improved gradients all kerb-stones which are sound and fit for use and provide such additional new kerb-stones of the like descriptions as shall be necessary. The portions of causeways now flagged to be reflagged with such of the old flags as are sound and good and with such additional new delf flags 3 inches thick the whole to be squared and laid and pointed in lime. The portions of the causeways that are now covered with ashes to have a foundation of local stone broken to pass through a 2-inch ring or of gravel of the same size covered with clean ashes 2 inches thick.

Channelling.

Take up the present channels and relay the same on the levels of the improved gradients.

Drains.

Reconnect the gullies to the present drains with the necessary pipes and refix the grates and frames.

Retaining wall.

Raise the present retaining wall on the river side co-extensive with the raised portion of Savile Road to the level of the finished surface of the causeway of sound local stone 2 feet in average width built in lime and with proper throughs.

Fence walls.

Raise the several fences palisades gates gate-posts entrance steps and other works connected therewith on all sides of the several roads raised by the

Corporation to the reasonable satisfaction of the several adjoining owners and to the same height above the finished surface of the several roads as the same are now above the levels of the existing roads respectively. All such gate-posts and steps to be fixed on foundations of masonry work. A.D. 1888.

Passed [under the Common Seal of the
Lancashire and Yorkshire Railway
Company in the presence of
J. H. STAFFORD,
Secretary.]

L. S.
42,269

The Common Seal of the Thornhill Local
Board was affixed hereto by order of
the said Board in the presence of
WM. CHAS. HANDLEY,
Clerk to the Board.]

L. S.

A.D. 1888.

THE THIRD SCHEDULE.

Describing BUILDINGS and MANUFACTORIES of which portions
only may be required.

Township.	Numbers on deposited Plans.
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WIDENING LINE AT AND NEAR MILES PLATTING MANCHESTER.

Newton - - - - - | 27, 33.

WIDENING LINE BRADFORD.

Bowling - - - - - | 2, 7.

LANDS IN PENDLETON.

Pendleton - - - - - | 3, 4, 5, 6.
Salford - - - - - | 6.

REVIVAL OF POWERS—WIDENING LINE WAKEFIELD.

Wakefield - - - - - | 35, 42, 43.

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ADAM AND CHARLES BLACK, 6, NORTH BRIDGE, EDINBURGH; or
HODGES, FIGGIS, & CO., 104, GRAFTON STREET, DUBLIN.