



CHAPTER cxlv.

An Act to authorise the Manchester Sheffield and Lincolnshire Railway Company to make new railways to confer further powers on the Company in connection with their undertaking and for other purposes. [7th August 1888.]

A.D. 1888.

WHEREAS it is expedient that the Manchester Sheffield and Lincolnshire Railway Company (hereinafter called "the Company") be authorised to construct and maintain in connection with their undertaking the railways hereinafter described and to exercise the other powers by this Act conferred upon the Company:

And whereas it is expedient that the Company be authorised to raise further capital for the purposes of this Act:

And whereas plans and sections showing the lines and levels of the railways authorised by this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands houses and other property required or which may be taken for the purposes or under the powers of this Act were duly deposited with the respective clerks of the peace for the county of Lancaster and the West Riding of the county of York and are hereinafter respectively referred to as the deposited plans sections and books of reference:

And whereas the objects aforesaid 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:—

1. This Act may be cited for all purposes as the Manchester Sheffield and Lincolnshire Railway (New Railways) Act 1888. Short title.

2. The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 the Railways Incorporation of

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general
Acts.

Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 are except where expressly varied by this Act incorporated with and form part of this Act.

Extending
certain pro-
visions of
Companies
Clauses
Acts.

3. The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to—

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 the creditors of the Company against shareholders :

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

The conversion of the borrowed money into capital :

The consolidation of the shares into stock :

The general meetings of the Company and the exercise of the right of voting by the shareholders :

The making of dividends :

The giving of notices : and

The provision to be made for affording access to the special Act 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 :

are (except where expressly varied by this Act) incorporated with and form part of this Act and shall apply to the Company and to the capital by this Act authorised to be raised by them.

Interpreta-
tion of
terms.

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

Power to
make rail-

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the

deposited plans and sections the railways hereinafter described with all necessary and convenient stations sidings approaches roads junctions works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose. The railways hereinbefore referred to and authorised by this Act are:—

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ways and
other works.

A railway (No. 1) one mile six furlongs twenty-three links in length situate wholly in the county of Lancaster commencing in the parish of Walton-on-the-Hill by a junction with the North Liverpool Railway of the Cheshire Lines Committee in their Huskisson goods yard and terminating in the parish and city of Liverpool at or beneath the south side of Ranelagh Street.

A railway (No. 2) four furlongs one chain ninety-eight links in length situate wholly in the parish and city of Liverpool in the county of Lancaster commencing by a junction with railway (No. 1) at the termination of that railway and terminating at or beneath Great George Street.

A railway (No. 3) one furlong nine chains sixty links in length situate wholly in the parish and city of Liverpool commencing by a junction with railway (No. 2) at the termination of that railway and terminating by a junction with the "up" line of rails of the Liverpool Central Station Railway of the Cheshire Lines Committee.

A railway (No. 4) one furlong six chains seventy links in length situate wholly in the parish and city of Liverpool commencing by a junction with railway (No. 2) at the termination of that railway and terminating by a junction with the "down" line of rails of the Liverpool Central Station Railway of the Cheshire Lines Committee.

A railway (No. 5) five chains forty links in length situate wholly in the parish of Liverpool in the county of Lancaster commencing by a junction with the Mersey Railway now in course of construction and terminating at or beneath the tunnel of the Liverpool Central Station Railway of the Cheshire Lines Committee.

A railway (No. 7) three miles four furlongs in length situate wholly in the West Riding of the county of York commencing in the township of Monk Bretton in the parish of Royston by a junction with the Barnsley Coal Railway of the Company and terminating in the township of Houghton Parva otherwise Little Houghton in the parish of Darfield by a junction with the Houghton Main Colliery Sidings.

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For protec-
tion of
London and
North West-
ern Railway
Company.

6. Whereas railway No. 1 by this Act authorised is intended to be carried under the Waterloo tunnel of the London and North Western Railway Company at Vauxhall Road and railway No. 2 is intended to be carried under their Wapping tunnel at Great George Street Liverpool and it is expedient that provision should be made as hereinafter contained for the protection of the said Company who are hereinafter called the North Western Company: Therefore the Company in constructing railways Nos. 1 and 2 shall be bound by and shall comply with the following provisions for the protection of the North Western Company unless otherwise agreed between that Company and the Company in writing under their respective common seals:

- (1.) Railways Nos. 1 and 2 (in which expression is included all works and conveniences connected therewith) where the same are intended to be carried under the Waterloo and Wapping tunnels and for thirty yards on each side thereof shall be constructed only in such position and according to such plans elevations and sections specifications and dimensions and of such quality strength of materials and both as regards temporary and precautionary as well as permanent works and in every other respect as shall be submitted by the Company to the principal engineer of the North Western Company and approved by him in writing before the said portions of railways Nos. 1 and 2 are begun or in case of his refusal or neglect to approve the same respectively within the space of one calendar month after they shall have been submitted to him as shall be settled and determined by an engineer to be appointed at the request of either of the said Companies by the President for the time being of the Institution of Civil Engineers.
- (2.) Before commencing and during the construction of the said portions of railways Nos. 1 and 2 the Company shall underpin strengthen and otherwise support the Waterloo and Wapping tunnels in such a manner as may be requisite and necessary for the safety of the said tunnels and of the traffic passing through the same and shall in addition and without prejudice to the liability of the Company for any damage or injury to the said tunnels which may be caused by or in consequence of their works execute any further or other works which the principal engineer of the North Western Company may from time to time consider necessary for the safety of the said tunnels and of the said traffic.
- (3.) The said portions of railways Nos. 1 and 2 and other works provided for in this section shall after commencement thereof be proceeded with with all practical dispatch.

- (4.) The Company shall at all times maintain the said portions of railways Nos. 1 and 2 in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer for the time being of the North Western Company and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands and works of the Company as on their own lands and works all such works and things as they may reasonably think requisite in that behalf and the sum from time to time certified by their said principal engineer to be the reasonable amount of the cost incurred by them in respect thereof shall be repaid to them by the Company and in default of full repayment may be recovered with full costs by the North Western Company in any court of competent jurisdiction and if any difference shall arise between the Company and the North Western Company as to the true intent and meaning of this sub-section the same shall be determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.
- (5.) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free uninterrupted and safe use of the railways of the North Western Company or any traffic thereon.
- (6.) The Company shall bear and on demand pay to the North Western Company the expense of the employment by them during the execution of the works affecting the Waterloo and Wapping tunnels of a sufficient number of inspectors and watchmen to be appointed by the North Western Company for watching their railways and works with reference to and during the execution of such works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employ of the Company or of their contractors with reference thereto or otherwise.
- (7.) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any persons in the employ of the Company or of their contractors or otherwise the Waterloo and Wapping tunnels or any of the works connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their

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failing so to do then the North Western Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction: And if any interruption shall be occasioned to the traffic of the North Western Company by reason of any of the matters or causes aforesaid the Company shall pay to that Company all costs and expenses to which they may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by the North Western Company from the Company in any court of competent jurisdiction.

- (8.) The North Western Company and the Company may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed.
- (9.) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the North Western Company otherwise than is herein expressly provided.

For the protection of the Corporation of Liverpool and owners and lessees within the city.

7. In constructing within the city of Liverpool the railways by this Act authorised (in this section called "the railways") the Company shall notwithstanding anything in this Act contained conform to fulfil and observe the following provisions obligations regulations and restrictions and the same shall save so far as may at any time hereafter be otherwise agreed between the Corporation and the Company have effect within the said city (that is to say):—

- (1.) The tunnels or covered ways of the railways shall be of such strength and durability as is proper and sufficient for the effectual support of any street or roadway under which they pass and shall where the tunnel shall not be in hard rock of sufficient strength be constructed with side walls at each side sufficient to secure all buildings now standing or hereafter to be erected over adjoining or near the railways from any damage or any loss of stability and the Company shall at their own expense and to the satisfaction of the Corporation for ever hereafter maintain the said tunnel or covered way and works. The Company shall not acquire the soil of any street under which the railways are made but only an easement through so much of the subsoil thereof as is necessary to enable them to make and maintain the railways and works under such street:

(2.) In the execution of the railways and works hereby authorised where the same shall be constructed under any public street or place the Company shall not deviate vertically upwards from the levels shown on the deposited plans without the consent in writing of the Corporation and as regards so much of such works as lie between Hatton Garden and Victoria Street no part of the railways and works shall be constructed to the north east of the red line shown on the hereafter mentioned plan and sections signed by the respective engineers for the Corporation and the Company and no deviation from such plan and sections shall be made by the Company without the consent of the Corporation :

(3.) The rails of the railways shall be laid and maintained in such manner as shall be found best suited for rendering the working of the railways as free from noise and vibration as possible and in accordance with a plan to be previously submitted to the city engineer and to his reasonable approval :

(4.) The Company shall not without the consent of the Corporation under the hand of the town clerk temporarily close any street road passage or public place or construct any works or perform any operations which may obstruct or in any way interfere with the traffic along or through such street road passage or public place :

(5.) In the event of the Company requiring for the purpose of constructing the railways or any part thereof to open or in any manner interfere with any portion of the surface of the footway or carriageway of any street passage or public place then and in such case provided the Company shall have previously obtained the consent of the Corporation to such opening or interference the Company may make such opening on condition that they provide to the satisfaction of and at the time required by the Corporation a temporary bridge or roadway as nearly as practicable equal in width to the part or parts of the roadway and footway of such street passage or public place so opened or interfered with and such temporary bridge or roadway shall be constructed and maintained to the reasonable satisfaction of the Corporation until the said street passage or public place and the footways thereof respectively have been restored to a good and proper state for the safety and convenience of the public :

(6.) Wherever any street passage or public place shall with the consent of the Corporation be temporarily diverted or stopped up or obstructed by the Company in the execution of the rail-

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ways then in addition to the specific requirements in this Act contained proper accommodation for access to property and any additional accommodation for traffic that may be required shall be previously provided to the satisfaction of the Corporation and shall thereafter during such diversion stopping up or obstruction be maintained fenced watched and lighted by the Company to the satisfaction of the Corporation at the expense of the Company :

- (7.) Where the surface of any street road passage or public place not authorised to be stopped up under the provisions of this Act has been interfered with or disturbed by the Company in constructing the railways the Company shall well and sufficiently and to the reasonable satisfaction of the Corporation restore the surface so interfered with or disturbed and so much of the surface of any other street road passage or public place adjoining such street as aforesaid as it may be necessary to alter by such interference and shall maintain in efficient repair the said surface for twelve months to the like satisfaction :
- (8.) The Company shall not without the consent of the Corporation under the hand of the town clerk construct in any street or public place any temporary or permanent ventilating shaft or any other shaft eye opening or work whatever in connection with the said tunnels or covered ways :
- (9.) Before commencing the construction of any shaft eye opening or work with such consent or approval as aforesaid in any street passage or public place the Company shall give to the Corporation seven days' notice in writing and the works affecting such street passage or public place shall be done by the Company under the superintendence of the city engineer to the satisfaction of the Corporation :
- (10.) The Company shall as and when required by the Corporation in writing under the hand of the town clerk remove any shaft eye opening or other work which may with the consent of the Corporation have been constructed in any street passage or public place and well and sufficiently to the satisfaction of the Corporation restore the surface of such street or public place and maintain in efficient repair the said surface so restored for the period of twelve months to the like satisfaction :
- (11.) Notwithstanding anything in this Act contained the Company shall not erect or make or allow any ventilating opening shaft or any apparatus machinery or chimney to be used for ventilating their railways or stations on any land or premises except in such situations and positions as the Corporation shall

approve of and no building or chimney or other works to be used for such purpose shall be commenced until plans and elevations thereof have been submitted to and approved of by the Corporation and the same shall be erected in accordance only with plans and elevations that may be so approved :

- (12.) The Company shall construct and maintain their works so that there shall be no emission of smoke steam or vapours from any part of the railways except through a chimney in connection with ventilating works which chimney shall be of such height as may be required by the Corporation and shall only be erected in accordance with the provisions of the last preceding sub-section :
- (13.) The Company shall not without the consent of the Corporation under the hand of the town clerk use gunpowder or any other explosive substance in the construction of any portion of the railways and the Corporation are hereby authorised to give their consent if they think fit subject to such conditions as to them may seem expedient and subject to the payment and satisfaction by the Company of all damages costs and expenses to be sustained or incurred by any person or persons by the use of gunpowder or any other explosive substance such damages to be recovered by action in any court of competent jurisdiction :
- (14.) In any case where any house or other building intended to remain standing shall be severed by the Company the Company shall to the satisfaction of the Corporation build up and repair such house or building so as to prevent any unsightly appearance :
- (15.) When by reason of the construction of the railways it becomes in the opinion of the Corporation necessary or desirable that any lands of the Company should be fenced off from any street or road fronting adjoining or abutting thereon the Company shall enclose such lands with walls or suitable fencing such walls or fencing to be built or constructed of such height as the Corporation shall reasonably require and in all other respects to the reasonable satisfaction of the Corporation :
- (16.) The Company shall not construct any part of any station or any approach thereto or works connected with or for the purposes of a station upon or over any street passage or public place (not being a street passage or place to be stopped up or diverted under the powers of this Act) or so as to interfere with the use of such street passage or public place without the consent of the Corporation under the hand of the town clerk :

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- (17.) Whenever the Company shall make an entrance or exit to a passenger station from or to a street they shall on the ground floor and for a height of not less than fifteen feet set back the wall of the station or other buildings fronting such street for the full width of such station or building to the extent of ten feet in depth (exclusive of and in addition to the widenings by this Act required) from the line of the street and the space so left open shall be dedicated to the public and become part of the street accordingly and shall be flagged and channelled by and at the expense of the Company to the satisfaction of the Corporation: Provided that it shall be lawful for the Company to place on that space such columns not less than twenty feet apart as may be necessary to support any building they may erect over such space above the ground floor:
- (18.) Subject as hereinafter mentioned the Company shall not execute any of the works shown on the deposited plans and sections in the line of Manchester Street between Dale Street and Whitechapel until they have widened Manchester Street on the south-west side thereof and the corner where it joins Victoria Street to the extent shown on the plan signed by Clement Dunscombe on behalf of the Corporation and Francis Fox on behalf of the Company: Provided that the Corporation shall on the request of the Company allow them to hoard in the widened portion of Manchester Street temporarily until the completion or abandonment of the Company's works in Manchester Street and on such completion or abandonment the Company shall cause the land required for the widening to be immediately thrown into the street. The Company shall at their own expense level pave flag channel and otherwise complete the street within two months after the land for the widening has been thrown into the street to the extent consequent upon the widening thereof and as more particularly shown upon the before-mentioned plan and in accordance with the first-class specification now in operation within the city of Liverpool for the completion of streets:
- (19.) The design height and materials of the elevation of any station or building to be erected or rebuilt by the Company fronting to or towards or adjoining any street within the city of Liverpool shall be subject to the approval of the Corporation and the Company shall before commencing any such station or building submit to the Corporation a plan and elevation thereof and the work shall not be commenced until such approval has been obtained: Provided always that the Corporation shall be

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deemed to have approved of any plan or elevation so submitted to them unless they shall give notice to the Company of their disapproval of the same within two months after the date of the same being submitted to the Corporation : A.D. 1888.

No advertisement boards or posters shall be placed on the walls of any station or building belonging to the Company fronting any main street or square and if the Company erect a station fronting Dale Street Manchester Street or Victoria Street they shall erect a building without blank walls fronting either of those streets and the Corporation may absolutely withhold their approval of the elevation until it is designed to their satisfaction :

(20.) The Company shall not under the powers of this Act erect or make any goods station for heavy traffic within above or below the surface of the ground between Hatton Garden and St. James' Station :

(21.) If the Company shall make at any part of their works adjoining or abutting on any public street or road any doors or openings into or from any building at which any goods or merchandise for conveyance by their railway or for storage or for delivery or otherwise shall be received stored or delivered they shall so construct their building that all horses carts and other vehicles loading or unloading thereat or waiting to receive or deliver goods shall stand completely inside such building and the Company shall not allow any carts or vehicles to be loaded or unloaded except when standing inside such building and so as to cause no obstruction to the footway or carriageway of the street :

(22.) The Company shall not without the consent of the Corporation under any circumstances whatever except under a necessity created by accident execute any works upon the surface of any of the streets within the city between the under-mentioned hours that is to say in the streets lying between Hatton Garden and the Central Station in Ranelagh Street between the hours of six in the morning and twelve at night and in any other streets between the hours of seven in the morning and nine at night and no materials or excavations of any kind shall be allowed by the Company to remain upon the surface of any street during the hours above mentioned :

The Company shall not during the construction of the railways cart or take away any rubbish or spoil or bring or cart any bricks or materials along any of the public streets or squares so as to cause an obstruction to the traffic nor shall

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any carting be carried on in any of the streets or squares in the line of the Company's works between Hatton Garden and the Central Station Ranelagh Street between the hours of seven in the morning and seven at night:

The Company shall not use any land between Hatton Garden and Duke Street for the purpose of raising or storing spoil or material in connection with their works without the consent of the Corporation:

(23.) If during the execution of the railways and works or at any time afterwards the Company shall with the consent of the Corporation wholly or partially close any street or thoroughfare so as to interfere with the traffic therein then they shall be liable to pay compensation to any owner lessee or occupier along the line of the street or thoroughfare so closed or partially closed for any damage done either to his property in such street or to his trade carried on therein the amount thereof in case of difference to be assessed as in cases of disputed compensation under the Lands Clauses Consolidation Act 1845 and the Acts amending the same provided the claim is made within three months after the street shall have been again fully opened for traffic:

(24.) The flags paving stones and all other materials in the carriageways and footways of the streets proposed to be stopped up by the Company under the powers of this Act shall remain and be the property of the Corporation and may be used or removed by them:

(25.) Notwithstanding anything shown on the deposited plans and sections the Company shall not construct their works so as in any way to interfere with the main sewer passing along Dale Street nor except with the consent of the Corporation of the main sewers passing along the following streets viz. Hatton Garden at its junction with Dale Street Manchester Street throughout Whitechapel Great Charlotte Street Queen Square Roe Street and Cases Street:

(26.) Whenever it may be necessary to intercept or interfere with any existing sewer or drain the Company shall before intercepting or interfering therewith construct at their own expense according to a plan to be prepared by the city engineer a sewer or drain in lieu of and of not less than 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 such convenient existing sewer or drain as shall be approved by the Corporation:

(27.) If by reason of the construction of the railways any additional sewers or drains or any increased length or alteration of existing sewers or drains or any man-holes air-holes or other works or conveniences connected therewith shall become necessary the same shall be constructed by and at the expense of the Company of such capacity according to such plans and in such manner as shall be reasonably approved by the Corporation :

(28.) Where by reason of the execution of any of the powers of this Act it becomes in the opinion of the Corporation necessary to obtain access to any existing or substituted sewer or drain through any property or works of the Company the Company shall when required by the Corporation make and maintain such reasonable access and the Corporation shall by their officers workmen and servants be at liberty at all reasonable times and so as not in any way to interfere with the use and working of the railways or the traffic thereon to use the same for any purpose for which it may be necessary :

(29.) The Corporation shall have power simultaneously with the construction of the railways to construct such man-holes on the premises of the Company as may be requisite for the full inspection cleansing and repairing of the sewers passing through the property acquired by them the positions of the same to be subject to the reasonable approval of the engineer of the Company :

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

(31.) The Company shall not without the consent of the Corporation by the construction of the railways interfere with the free use of any of the tramway lines leased to the Liverpool United Tramways and Omnibus Company and in the event of the Corporation consenting to the permanent or temporary diversion of any portion of the tramway traffic by any existing or substituted route the Company shall pay to the Corporation all costs charges and expenses of and incidental to providing and maintaining a substituted tramway route during the time the existing tramway route or any portion thereof is interrupted or interfered with and also all costs charges and expenses of the

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reconstruction and relaying of the tramways and rails so interrupted or interfered with and the Corporation may recover all such costs charges and expenses in any court of competent jurisdiction :

- (32.) The Company shall compensate the Corporation and their lessees the Liverpool United Tramways and Omnibus Company for all losses damages and expenses sustained by them incidental to or consequent upon any diversion of the said traffic over any substituted route or for any interruption of the traffic over the said tramway lines due to the execution of the Company's works such compensation to be settled in the case of doubt in the manner provided by the Lands Clauses Consolidation Act 1845 and the Acts amending the same in cases of disputed compensation :
- (33.) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive shall apply to the water mains and pipes of the Corporation 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 :
- (34.) Wherever the mains or water pipes of the Corporation shall be severed or interfered with by the railways and wherever it is necessary for the maintaining the supply of water to lay additional mains or water pipes such additional mains or water pipes shall previous to the severance or interference be laid by the Corporation at the expense of the Company :
- (35.) If by reason of the construction of the railways any increased length of mains or water pipes shall become necessary the same shall be laid down by the Corporation at the expense of the Company according to such plan and in such manner as shall be approved of by the Corporation :
- (36.) Wherever by the appropriation or destruction of property by this Act authorised any mains or water pipes laid for the supply of such property shall be rendered unnecessary the Company shall pay to the Corporation the cost of laying an equivalent length of main or water pipe and the cost of the works required for the discontinuance of the mains or water pipes rendered unnecessary to such amount as shall be estimated by the water engineer and the mains and water pipes so rendered unnecessary shall be the property of the Company :
- (37.) It shall be lawful for the Corporation to acquire from the Company and for the Company to grant an easement to lay water mains and pipes in through and along the railways and

works by this Act authorised on such terms and conditions as may be agreed upon between them : A.D. 1888.

- (38.) If by reason of the construction maintenance or working of the railways or the failure of any works connected therewith or hereinbefore provided for the Corporation shall sustain any damage or injury or incur any liability the Company shall make full compensation to the Corporation and shall indemnify them against any action or claim for damages in respect thereof :
- (39.) For the purposes of this section any sewer drain water main tube or pipe the construction or alteration of which arises from the making of the railways shall be considered works connected with the construction of the authorised railway :
- (40.) Whenever by this Act it is provided that anything may be done with the consent or approval of the Corporation or shall not be done without such consent or approval such consent or approval shall not be unreasonably withheld and may be given subject to such reasonable conditions and provisions as the Corporation may think fit to make and the giving of such consent or approval shall not prejudice any right of the Corporation except as may be provided thereby or of any other body corporate or person to compensation under the provisions of this Act :
- (41.) The Company shall from time to time pay to the Corporation all sanitary and other municipal rates leviable by or payable to the Corporation upon the respective assessments of any lands or property acquired by the Company under the powers and for the purposes of this Act or a proportion of such rates respectively from the time such lands or property shall be acquired by the Company until the Company's works are completed and assessed to such rates or until the same have been sold as surplus lands and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down :
- (42.) The Company shall not without the consent of the Corporation purchase or acquire any portion of the buildings of St. John's Market or St. James's Market but they may subject to the provisions of this Act acquire and the Corporation shall sell a perpetual easement for their tunnel and works underneath the surface of such markets through and along so much of the subsoil thereof as is necessary to enable the railways and works to be constructed :

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(43.) If during the construction of the works of the Company or by reason of the maintenance and working of the railways by this Act authorised any damage or injury by reason of steam smoke vapour or gas being emitted from the works of the Company shall be done or any depreciation in value caused to any lands buildings or property not acquired by the Company whether within or beyond the limits of deviation and whether belonging to the Corporation or any other person the Company shall from time to time as such damage injury or depreciation may accrue be liable to pay compensation to the Corporation or other person whose property shall be so damaged injured or depreciated the amount thereof to be assessed in case of disagreement as in cases of disputed compensation under the Lands Clauses Consolidation Act 1845 and the Acts amending the same :

Provided nevertheless that if on any enquiry to assess such compensation the jury or an arbitrator or umpire as the case may be shall award to the claimant a sum not exceeding a sum previously offered by the Company to settle such compensation or where no offer has been made shall award less than forty shillings damages then the costs of the enquiry or arbitration shall be paid by the claimant subject to taxation in manner provided by the said Acts :

(44.) If the Company do not commence their works before the expiration of three years from the passing of this Act then the powers given them by this Act to acquire any lands or easements within the limits of deviation shown on the deposited plans shall absolutely cease and determine :

(45.) If the Company shall neglect or fail to do any of the works required by this section necessary for the protection of the streets sewers and water mains of the Corporation or any other works of a like nature or of emergency at the time when the same ought to be done then the Corporation on giving the Company twelve hours' notice of their intention so to do may without prejudice to any other remedy carry out and execute such works themselves and all costs and expenses incurred by them in and about the carrying out such works shall be recoverable from the Company and the Company shall pay to the city treasurer the full amount of such costs and expenses within seven days after they shall have received notice of the amount thereof from the Corporation.

For the protection of the

8. In carrying the intended railway No. 1 by this Act authorised (hereinafter referred to as "the railway") through or under or near

the lands or works of the Liverpool United Gas Light Company (hereinafter called "the Gas Company") the following provisions for the protection of the Gas Company shall (unless otherwise agreed on in writing between the Gas Company and the Company) apply to and be obligatory upon the Company :

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Liverpool
United Gas
Light Com-
pany.

- (1.) The Company shall carry the railway under the works of the Gas Company in Athol Street Liverpool aforesaid and numbered 19 on the deposited plans in the parish of Liverpool by means of either a double line tunnel or two single line tunnels at the option of the Company in the line and in the manner shown on a plan signed by Francis Fox the engineer for the Company and William King the engineer for the Gas Company and to the reasonable satisfaction of the principal engineer for the time being of the Gas Company and in all things at the expense of the Company :
- (2.) All works executed by the Company under the provisions of this Act so far as they are in or under the lands of the Gas Company shall be executed in such manner as to cause as little inconvenience as possible to the Gas Company and their works and so as not to disturb or interfere with the retort houses or retort benches of the Gas Company at their said works nor shall the Company in any way alter or disturb the surface of the Gas Company's lands or works without their consent nor shall the Company cause damage to any buildings gas holders pipes sewers plant or other property of the Gas Company either during the construction of the railway or works or from subsequent subsidence of the ground or any other cause and if any such damage shall be caused to the works of the Gas Company contrary to the provisions of this enactment then without prejudice to any of the Gas Company's rights under the foregoing provisions of this sub-section the Company shall pay to the Gas Company all costs and expenses to which the Gas Company may be put as well as full compensation for loss and inconvenience sustained by them by reason of any breach or non-compliance with the provisions herein contained such costs expenses and compensation to be recoverable with full costs in any court of competent jurisdiction :
- (3.) All the works executed by the Company under the Gas Company's lands shall be commenced and completed between the fifteenth day of February and the fifteenth day of September in some one year under a penalty of one hundred pounds (as liquidated damages) for each day beyond that period during which any part of such works shall remain incomplete and in course of construction :

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- (4.) All the works of the Company under or near to the Gas Company's lands or property shall be executed to the satisfaction of the Gas Company's engineer and in such manner as he shall reasonably require and the whole of the Gas Company's lands and property shall after the completion of the works of the Company be left in as nearly as possible their present state and in such condition as to bear the weight of any buildings the Gas Company may hereafter erect or desire to erect thereon :
- (5.) During the construction of the works the Company to pay a reasonable salary and expenses of a clerk of the works or inspector to be employed by the Gas Company :
- (6.) The Company shall not in any case without the previous consent in writing under the common seal of the Gas Company take use enter upon or interfere with the works lands or property at any time belonging to or in the possession or under the power of the Gas Company except only such part or parts thereof respectively as it shall be necessary for the Company to take use enter upon or interfere with for making in manner hereinbefore specified and maintaining the tunnel and other works by which the railway is under the provisions of this Act to be carried under the lands and works of the Gas Company :
- (7.) With respect to the works lands or property of the Gas Company which the Company are by this Act authorised to take use enter upon or interfere with the Company shall not purchase and take the same but they may purchase and take and the gas company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :
- (8.) Before entering upon any part of the Gas Company's land the Company shall pay to the Gas Company such sum as has been or may hereafter be agreed as the price of the easement or subway-leave under the said land of sufficient space for two lines of rails and upon such payment the said easement or subway-leave shall be conveyed to the Company on the terms hereinbefore contained but the Company shall not be empowered or entitled to acquire the surface of any portion of the Gas Company's land :
- (9.) If any question or difference shall at any time arise between the Company and the Gas Company touching any plans prepared by the Company for the construction of any of the works hereinbefore provided or as to the reasonableness or sufficiency of such plans or works the same shall be settled and determined by the engineers of the Company and the Gas Company or

failing agreement by an engineer to be appointed by the President for the time being of the Institute of Civil Engineers on the application of either party and the decision of such last named engineer shall be final and conclusive. A.D. 1888.

9. In constructing the railway by this Act authorised and described as railway No. 7 (in this section called "the railway") the following provisions for the protection of the mayor aldermen and burgesses of the borough of Barnsley (hereinafter called "the Corporation") shall apply save so far as may at any time hereafter be otherwise agreed between the Corporation and the Company (that is to say) :— For the protection of the Barnsley Corporation.

(1.) The bridge for carrying the railway over the road numbered 4 on the deposited plans in the parish of Royston shall be of the full width of 40 feet between the piers or abutments thereof and adjoining that bridge the Company shall also construct an additional archway or opening of not less than 20 feet between the abutments thereof as an occupation road for the owners of the adjoining lands and to serve also as a relief for the waters of the River Dearne in case of flood.

(2.) At some point to be hereafter agreed upon between the engineer of the Company and the Corporation between the points marked on the deposited plans in the parish of Royston as 2 furlongs and 3 furlongs and 5 chains in the first mile of the railway the Company shall construct and maintain an archway or opening having a span of 20 feet between the piers or abutments thereof.

(3.) No part of the embankment of the railway or works in connection therewith between the points marked on the deposited plans in the parish of Darfield as 1 mile and 1 mile 2 furlongs shall be constructed on any lands which shall be at a lower level than 135 feet above ordnance datum.

(4.) If any question or difference shall arise between the Company and the Corporation as to the method of the construction of any of the works hereinbefore provided or the place or position thereof the same shall be settled and determined by the engineers of the Company and the Corporation or failing agreement by an engineer to be appointed by the President for the time being of the Institute of Civil Engineers on the application of either party and the decision of such last-named engineer shall be final and conclusive.

10. For the protection of the Company of proprietors of the canal navigation from Leeds to Liverpool (in this section called For the protection of the

A.D. 1888. "the Canal Company") the following provisions shall have effect
(to wit):—

Leeds and
Liverpool
Canal Com-
pany.

- (a.) The railway No. 1 shall be carried under the canal and towing path works and lands of the Canal Company in the line and at the levels and upon the mode of construction shown on the plans and sections signed by the respective engineers of the Canal Company and the Company and unless with the consent of the Canal Company under their common seal not elsewhere.
- (b.) The Company shall not otherwise than by agreement purchase or take any land of the Canal Company but the Company may purchase and take and the Canal Company may and shall sell and grant accordingly an easement or right of using the land required for the construction of the said railways (with not more than two lines of rail) in accordance with sub-section A.
- (c.) The tunnel and any other work to be made for the purpose of carrying the said railway No. 1 under the canal and towing path of the Canal Company shall be so constructed as to leave a space not less than two feet in the clear measured perpendicularly between the upper surface of the said tunnel or other work and the level of the upper surface of the sill of the upper gates of the first lock of the branch canal leading to the Stanley Docks and such tunnel or other work shall be watertight to the satisfaction of the engineer of the Canal Company and shall be constructed according to plans sections and specifications (showing fully the mode of construction and materials to be used) which shall be submitted for the approval of the engineer of the Canal Company not less than one month previous to the work being commenced and the same work shall not be commenced until the said engineer shall have approved thereof in writing under his hand.
- (d.) Nothing herein contained shall prevent the Company from entering upon the lands and works of the Canal Company when and for such periods as may be necessary for the fulfilment of the Company's obligations under this section.
- (e.) The Company shall at their own expense maintain the said tunnel and other works in perfect repair at all times unless they abandon the railway or the portion thereof which passes under the canal and in that case they shall (if required so to do by the Canal Company but not otherwise) remove or fill up to the satisfaction of the engineer of that Company the said tunnel or other works at the expense of the Company.
- (f.) The Company shall make good all damage that may be occasioned to the works or property of the Canal Company

by the construction renewal or want of repair of any of the Company's works; but

- (1.) In every case of pressing necessity; and
- (2.) In every other case if for seven days after notice in writing thereof given to the Company by the Canal Company the Company neglect to proceed with due diligence to make good such damage;

the Canal Company may if they think fit make good the damage and the amount expended by them in so doing shall be repaid to them by the Company.

- (g.) If and whenever by any act or omission of the Company any part of the canal or towing path shall be obstructed or rendered dangerous to boats barges or other vessels navigating or using the canal the Company shall pay to the Canal Company as or by way of ascertained damages the sum of two hundred pounds for every day during which the obstruction or danger shall continue and so on in proportion for any less time than a day.
- (h.) Provided that nothing in this Act contained shall prevent the Canal Company or any owner of boats or barges from recovering from the Company (in addition to the ascertained damages hereinbefore mentioned) any special damages that may be sustained by the Canal Company or such owner in consequence of the stoppage or hindrance of the traffic upon the canal or in consequence of the works to be executed by the Company or by the Canal Company for the Company under the provisions hereinbefore contained or by reason of any water oozing or escaping from the canal or by reason of any subsidence caused by any work done by the Company or on account of any other act or omission of the Company.
- (i.) If and whenever any damages or other sums payable by the Company to the Canal Company or to such owner as aforesaid are not paid on demand made on the secretary or clerk of the Company the same may together with costs of suit be recovered against the Company in any court of competent jurisdiction.
- (k.) All questions and differences which may at any time arise between the Company and the Canal Company as to the construction or effect of sub-section A of this section or the performance observance non-performance or non-observance of any of the provisions thereof or any matters connected therewith or consequent thereon shall be determined by an arbitrator to be appointed by the Company and the Canal Company or (if for fourteen days after the question or difference arises those two Companies do not agree upon an

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arbitrator) by the President for the time being of the Institute of Civil Engineers upon the application in writing of both or either of those Companies and the decision of every such arbitrator by whomsoever appointed shall be binding and conclusive upon both the parties in difference and the costs of the arbitration shall be in his discretion.

- (l.) Except as is by this Act otherwise expressly provided nothing in this Act contained shall take away lessen prejudice alter or affect any of the rights privileges property powers or authorities of the Canal Company.

For the protection of the trustees of Meyrick Bankes deceased.

11. For the protection of the Reverend Edward Henry Lee and Colonel William Anderson trustees acting under the will of Meyrick Bankes late of Winstanley Hall and other the trustees for the time being of the said will or other the owners for the time being of the Gudworth Estate of the said Meyrick Bankes deceased (all of whom are hereinafter referred to as "the trustees") the following provisions shall have effect (that is to say):—

- (1.) The Company shall not enter upon and take any portion of the trustees' land numbered 33 on the deposited plan in respect of the parish of Darfield unless they shall also give notice to treat for and purchase so much of the remaining portion of the said land as shall lie on the south side of the railway except the mines and minerals under the same.
- (2.) The Company shall not stop up the occupation road leading from the road numbered 37 on the said deposited plan to and across the River Dearne.

For protection of the Cheshire Lines Committee.

12. Whereas railway No. 1 by this Act authorised is intended to form a junction with the railway of the Cheshire Lines Committee (in this section called "the Committee") in the station yard of their Huskisson Goods Station at Liverpool and railways Nos. 2 3 4 and 5 are intended to be carried under the Committee's Liverpool Central Station and also under their tunnel between that station and their St. James's Station in Liverpool and it is expedient that provision should be made as hereinafter contained for the protection of the Committee: Therefore the Company in constructing railways Nos. 1 2 3 4 and 5 shall be bound by and comply with the following provisions for the protection of the Committee unless otherwise agreed between the Committee and the Company in writing under their respective common seals:

- (1.) The junction of railway No. 1 with the railway of the Committee shall be effected in all respects in such manner as shall previously have been approved by the engineer for the time being of the Committee and the junction and works con-

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nected therewith shall be executed by the Committee and the cost of such junction and works and all costs incidental thereto shall upon demand be repaid by the Company to the Committee and in default thereof may be recovered in any court of competent jurisdiction.

- (2.) Railways Nos. 2 3 4 and 5 (in which expression is included all works and conveniences connected therewith) where the same are intended to be carried under the station and tunnel of the Committee shall be constructed only in such position and according to such plans elevations and sections specifications and dimensions and of such quality strength of materials and both as regards temporary and precautionary as well as permanent works and in every other respect subject to such regulations and restrictions as shall be submitted by the Company to the principal engineer of the Committee and approved by him in writing before the said railways Nos. 2 3 4 and 5 are begun or in case of his refusal or neglect to approve the same respectively within the space of two calendar months after they shall have been submitted to him as shall be settled and determined by an engineer to be appointed at the request of the said Company or of the Committee by the President for the time being of the Institution of Civil Engineers.
- (3.) Before commencing and during the construction of the said railways Nos. 2 3 4 and 5 the Company shall underpin and otherwise support the station and tunnel of the Committee in such a manner as may be requisite and necessary for the safety of the said station and tunnel and of the traffic passing through the same and shall in addition and without prejudice to the liability of the Company for any damage or injury to the said station or tunnel which may be caused by or in consequence of their works execute any further or other works which the principal engineer of the Committee may from time to time consider necessary for the safety of the said station and tunnel and of the said traffic.
- (4.) The portion of railway No. 1 and railways Nos. 2 3 4 and 5 and other works provided for in this section shall after commencement thereof be proceeded with with all practical dispatch.
- (5.) The Company shall at all times maintain the said railways Nos. 2 3 4 and 5 in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer for the time being of the Committee and if and whenever the Company fail so to do the Committee may

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make and do in and upon as well the lands and works of the Company as on their own lands and works all such works and things as they may reasonably think requisite in that behalf and the sum from time to time certified by their said principal engineer to be the reasonable amount of the cost incurred by them in respect thereof shall be repaid to them by the Company and in default of full repayment may be recovered with full costs by the Committee in any court of competent jurisdiction and if any difference shall arise between the Company and the Committee as to the true intent and meaning of this sub-section the same shall be determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

- (6.) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free uninterrupted and safe use of the railways of the Committee or any traffic thereon.
- (7.) The Company shall bear and on demand pay to the Committee the expense of the employment by them during the execution of the works affecting their said station and tunnel of a sufficient number of inspectors and watchmen to be appointed by the Committee for watching their railways and works with reference to and during the execution of such works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employ of the Company or of their contractors with reference thereto or otherwise.
- (8.) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any persons in the employ of the Company or of their contractors or otherwise the said station and tunnel of the Committee or any of the works connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Committee may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction: And if any interruption shall be occasioned to the traffic of the Committee by reason of any of the matters or causes aforesaid the Company shall pay to the Committee all costs and expenses to which they may be put as well as full compensation for the

loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by the Committee from the Company in any court of competent jurisdiction.

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

13. In carrying railway No. 7 by this Act authorised under the Stairfoot Branch of the railway of the Hull Barnsley and West Riding Junction Railway and Dock Company (hereinafter called "the Hull Company") the following provisions shall apply to and be obligatory upon the Company :

For protec-
tion of the
Hull Barns-
ley and West
Riding
Junction
Railway and
Dock Com-
pany.

- (1.) The Company shall carry the railway under the railway of the Hull Company at the proposed crossing thereof according to plans and specifications to be reasonably approved by and to be executed under the superintendence and to the satisfaction of the principal engineer for the time being of the Hull Company and in all things at the expense of the Company : Provided always that if the Hull Company's engineer shall for the space of one month neglect or refuse to approve the said plans and specifications or shall disapprove the same then the Company shall carry out such work according to such plans and specifications as shall be approved by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either the Company or the Hull Company.
- (2.) The railway shall be carried under the railway of the Hull Company by means of a bridge or tunnel having a clear length between the parapets thereof measured at right angles of not less than fifty feet and the foundations of such bridge shall be carried down to as low a level as the existing foundations of the bridge carrying the railway of the Hull Company over the road to the parish of Royston known as the Millgoit.
- (3.) During the construction of the railway under the railway of the Hull Company the Company will bear and on demand pay to the Hull Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their said railway with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations of the Company or from acts and defaults of the contractors or of any person or persons in their employment or otherwise.

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- (4.) The Company shall at all times maintain the bridge or tunnel and other works by which the railway shall be so carried under the railway of the Hull Company in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of the Hull Company and if and whenever the Company fail so to do the Hull Company may make or do in and upon as well the lands of the Company as their own lands such repairs and the sum from time to time certified by such engineer as being the reasonable amount of such expenditure shall be repaid to the Hull Company by the Company and in default of payment may be recovered by them from the Company with full costs in any court of competent jurisdiction.
- (5.) The Company and their contractors agents servants or workmen shall not in constructing or repairing the railway and works under the railway of the Hull Company obstruct impede or interfere with the free and uninterrupted and safe use of the railway or other works of the Hull Company or any traffic thereon and if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall pay to the Hull Company all costs and expenses to which the Hull Company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by the Hull Company from the Company in any court of competent jurisdiction.
- (6.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Hull Company all costs losses damages and expenses which may be occasioned to the Hull Company or to any of the works or property thereof or to the traffic thereon or otherwise by reason of the execution or failure of the railway and the works in connection therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the Hull Company from all claims and demands upon or against them by reason of such execution or failure and of any such act or omission.
- (7.) The Company shall not in any case without the previous consent under the common seal of the Hull Company take use enter upon or interfere with the railway works lands or property at any time belonging to or in the possession or under the power of the Hull Company except only such part or parts thereof respectively as it shall be necessary for the Company to

take use enter upon or interfere with for making and maintaining the bridge or tunnel and other works by which the railway is under the provisions of this Act to be carried under the railway of the Hull Company.

- (8.) With respect to the railway works lands or property of the Hull Company which the Company are by this Act authorised to take use enter upon or interfere with the Company shall not purchase and take the same but they may purchase and take and the Hull Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same.
- (9.) If by reason of the making of the railway it shall become necessary to add to or alter the signal or signals upon the railway of the Hull Company the same shall be so added to or altered by the Hull Company and the reasonable expense thereof shall be repaid to them by the Company.
- (10.) Before commencing the construction of railway No. 7 the Company shall at their own expense and risk first construct to the reasonable satisfaction of the Hull Company's principal engineer for the time being a twenty-feet segmental inverted brick culvert through or under the Hull Company's railway between the mile post indicating the distance fifty-five miles from Hull and a point twelve chains measured in a southerly direction therefrom for providing against the increased liability to floods to which the Hull Company's railway will be exposed by reason of the construction of the said railway No. 7.
- (11.) If any difference shall arise between the Company and the Hull Company as to the true intent and meaning of this enactment or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.
- (12.) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the Hull Company otherwise than is herein expressly provided.

14. For the protection of the Liverpool Electric Supply Company Limited (in this section referred to as "the Limited Company") the following provisions shall be observed and have effect (that is to say) :—

For the protection of the Liverpool Electric Supply Company Limited.

The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive so far as the same are applicable shall apply to the electric mains of the Limited Company as if they were water pipes or gas pipes.

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For the protection of the Mersey Railway Company.

15. For the protection of the Mersey Railway Company (in this section referred to as "the Mersey Company") the following provisions shall be observed and have effect (that is to say) :—

- (1.) Notwithstanding anything in this Act contained the Company shall not in the construction of the railways hereby authorised without the consent of the Mersey Company under their common seal enter upon or take any land or any easement therein or construct any works (other than the junction of railway No. 5 with the Mersey Railway hereinafter referred to) to the south-west of the green line between the points marked A and B drawn on a plan signed by the Earl of Jersey the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred.
- (2.) The junction of railway No. 5 with the Mersey Railway shall be made in the manner shown on the said plan and the works thereof shall be carried out to the reasonable satisfaction and under the supervision of the engineer of the Mersey Company.
- (3.) Except as is in this Act otherwise expressly provided nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the Mersey Company with reference to the station to be constructed under the Cheshire Lines central station in Liverpool or otherwise.

For protection of Midland Railway Company.

16. In constructing and maintaining the works authorised by this Act where they will cross the Midland Railway the Company shall be subject to the following conditions (videlicet) :—

- (1.) All works crossing or affecting the Midland Railway shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the principal engineer of the Midland Railway Company and according to plans and specifications to be previously submitted to such engineer and reasonably approved by him in writing : Provided that if such engineer shall not have expressed his approval or disapproval of the said plans and specifications within one month after the same shall have been submitted to him he shall be deemed to have approved thereof.
- (2.) The bridge carrying railway No. 7 over the main line of the Midland Railway shall be constructed with a clear span of fifty feet and with a clear headway of fourteen feet six inches.
- (3.) The works shall be constructed and maintained so that the traffic upon the said railway shall not be in anywise impeded or interfered with and such maintenance shall be effected under

the superintendence and to the reasonable satisfaction of the engineer of the Midland Railway Company and in all things at the expense of the Company.

- (4.) If by reason of the construction or maintenance of the works or any of them or the failure of any of the works or of the maintenance thereof or otherwise the said railway or the works connected therewith shall be injured or the traffic thereon impeded the Company shall compensate the Midland Railway Company for all costs to which that Company may be put in repairing the said damage and shall also pay by way of liquidated damages to the Midland Railway Company ten pounds for every hour during which such traffic shall be impeded.
- (5.) The Company shall also indemnify the Midland Railway Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on the said railway or by reason of any accident on the said railway which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors or their respective servants or workmen.
- (6.) The Company shall not acquire any estate or interest in the lands and property of the Midland Railway Company other than an easement or right of constructing or maintaining therein the works by this Act authorised.
- (7.) The amounts to be paid for the acquisition of such easement shall in case of dispute be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement.

17. Whereas the proposed railway No. 1 is for a distance of 2 furlongs 0.50 chains from its commencement identical with a portion of the railway authorised by the Midland Railway (Additional Powers) Act 1883 and therein described as the Liverpool Commercial Road Deviation: Be it enacted that when either the Company or the Midland Railway Company shall commence to exercise their respective powers to take the lands for or construct the common portion of railway they shall give notice of such commencement to the other Company and if the other Company shall within three months after receipt of such notice declare its option to become jointly interested in the said common portion of railway the powers of the two Companies shall be exercised jointly in the same manner in all respects as if such common powers had been conferred upon the Sheffield and Midland Railway Companies Committee and the said portion of railway shall be vested in and form part of the undertaking of that committee.

For protection of Midland Railway Company as to construction of Liverpool Commercial Road Branch.

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Land for
extraordi-
nary pur-
poses.

18. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed ten acres one acre only of which shall be taken within the city of Liverpool but nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any land taken under the powers of this section.

Power to
take ease-
ments &c.
by agree-
ment.

19. 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 or over or affecting any such lands and the provisions of the last-mentioned 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.

Company
may acquire
easements
only under
roads &c. and
purchase
cellars &c.

20. If the undersurface and subsoil of any of the lands specified in the schedule to this Act which the Company are by the provisions of this Act authorised to enter on take and use for purposes of the railways Nos. 1 2 and 3 or any of them and which are in or under the roadway or footway of any street road or highway so far as the Company require to take the same can in the opinion of the jury arbitrator or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such lands without material detriment thereto the Company shall not be required wholly to take those lands or any part of the surface thereof or any cellar vault or other construction therein or thereunder held or connected with any house in any such street road or highway but the Company may appropriate and use the subsoil and undersurface of any such lands so specified and if need be they may purchase take and use and the owners of and other persons interested in any such lands or in any such vault cellar or other construction aforesaid shall sell the same for the purposes of those railways or any of them and the purchase of any such undersurface or subsoil shall not be deemed the purchase of a part of a house or other building or manufactory within section 92 of the Lands Clauses Consolidation Act 1845.

Company
empowered
or may be
required to

21. And whereas in order to avoid in the execution and main-tenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the railway it may be

necessary to underpin or otherwise strengthen the same : Therefore the Company at their own costs and charges may and if required by the owners and lessees of any such house or building shall subject as hereinafter provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

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—
underpin or
otherwise
strengthen
houses near
railway.

(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 the Company shall make compensation to the owners lessees and

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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.

(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 sixty-eighth 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 ninety-second section of the Lands Clauses Consolidation Act 1845.

Restrictions
on displacing
persons of
labouring
class.

22. The Company shall not under the powers of this Act purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until :

(a.) They shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case ; and

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

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

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme

to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced: A.D. 1888.

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 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

A.D. 1888. — 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.

(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.

Power to
apply cor-
porate funds
to purposes
of Act.

23. The Company may apply for the purposes of this Act to which capital is properly applicable any moneys which they now have in their hands or which they have power to raise by shares or mortgage and which may not be required for the purposes for which the same were authorised to be raised.

Power for the
Company to

24. In addition to such share capital as the Company are for the time being independently of this Act authorised to raise they may

from time to time raise such additional capital as they think requisite for the purposes of this Act not exceeding the sum of five hundred and seventy thousand pounds. A.D. 1888.
raise additional capital.

25. The additional share capital by this Act authorised to be raised by the Company shall be raised by the issue of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively as the Company from time to time think fit. Mode of raising additional share capital.

26. The proprietors of any ordinary shares or stock to be issued under the authority of this Act shall be entitled to such number of votes in respect thereof as the nominal amount represented thereby would have entitled them to if the same had been original shares or stock of the Company. As to votes of proprietors of such shares.

27. The Company shall not issue any share created under the authority of this Act of less nominal value than ten pounds nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof. Shares not to be issued till one fifth part thereof shall have been paid.

28. The capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital. New shares or stock to be subject to the same incidents as other shares or stock.

29. 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. Receipt clause in case of persons not sui juris.

30. The Company may in respect of the additional capital which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole one hundred and ninety thousand pounds but no part thereof shall be borrowed until shares for so much of said additional capital as is to be raised by means of shares are issued and accepted and one-half of such portion of capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for so much of such capital as is to be raised by shares have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount Power to borrow.

A.D. 1888. of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of such additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Existing mortgages to have priority.

31. All mortgages or 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 passing hereof shall during the continuance of such mortgages and bonds and subject to the provisions of the Acts under which those mortgages and bonds were respectively granted have priority over any mortgages granted by virtue of this Act but nothing in this section shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Repealing provisions of former Acts with respect to appointment of a receiver.

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

Appointment of a receiver.

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

Power to create debenture stock.

34. 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. A.D. 1888.

35. All moneys which the Company may raise under the powers of this Act whether by shares stock debenture stock or borrowing shall be applied for the purposes of this Act and the general purposes of the Company being in every case purposes to which capital is properly applicable. Application of moneys.

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

37. If the Company fail within the period limited by this Act to complete the railway the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works and the said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway in accordance with the provisions of the next following section of this Act or by the Solicitor to Her Majesty's Treasury and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank specified in such warrant or order and shall not be paid thereout except as hereinafter provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control: Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control. Imposing penalty unless railway be opened within the time limited.

38. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or Providing for application of penalty.

A.D. 1888. — abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property for the purposes of that railway conferred upon the Company and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the court if the Company is insolvent or has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Period for
completion
of works.

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

Tolls for use
of railway.

40. The Company may demand and take for the use of the railway by this Act authorised and for the supply of carriages wagons or trucks thereon any tolls rates and charges not exceeding those which they are empowered to demand and take in respect of their existing railway and the railway hereby authorised shall in all respects be deemed part of the railway of the Company.

Interest not
to be paid on
calls paid up.

41. No interest or dividend shall be paid out of any share 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 any 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

42. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any.

[51 & 52 VICT.] *Manchester, Sheffield, and Lincolnshire* [Ch. cxlv.]
Railway (New Railways) Act, 1888.

Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

A.D. 1888.
not to be
paid out of
capital.

43. Nothing in this Act contained shall exempt the Company or the railway 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.

Provision as
to general
railway
Acts.

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

Costs of Act.

The SCHEDULE.

Parish or Place.	Number on Deposited Plans.
Liverpool	Railway No. 1. 49, 50, 51, 56, 57, 60, 61, 62, 63, 64, 121, 122, 125, 126, 127, 143, 144, 145, 147, 148, 149, 150, 151, 152
Liverpool	Railway No. 2. 54.
Liverpool	Railway No. 3. 3 and 4.

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