



CHAPTER ccxxviii.

An Act for the making and maintaining of the North West Central Railway and for other purposes. A.D. 1890.

[14th August 1890.]

WHEREAS the making and maintaining of the railways hereinafter described and by this Act authorised would be of public and local advantage :

And whereas the persons in that behalf in this Act named with others are willing at their own expense to construct the railways if authorised by Parliament so to do and are desirous of being incorporated into a company with adequate powers for the purpose and it is expedient that they be incorporated and empowered accordingly as by this Act provided :

And whereas it is expedient that the Company on the one hand and the West Lancashire Railway Company and the Manchester Sheffield and Lincolnshire Railway Company or one of those companies on the other hand be authorised to enter into working and other agreements as by this Act provided :

And whereas it is expedient that the Company and all companies lawfully working or using the railway be authorised to run over and use the portion of railway station and works in that behalf in this Act mentioned :

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 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 purposes of this Act cannot be effected without the authority of Parliament :

A.D. 1890. — May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

Short title. 1. This Act may be cited as the North West Central Railway Act 1890.

Incorporation of Acts. 2. The Companies Clauses Consolidation Act 1845 and Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 the Companies Clauses Act 1869 the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation. 3. 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 such construction The expression "the Company" means the Company incorporated by this Act the expressions "the railway" "the railways" and "the undertaking" mean respectively the railways and the undertaking by this Act authorised and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or 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.

Company incorporated. 4. Frederic Hungerford Bowman Richard Longden Hattersley Robert Shaw and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a Company for the purpose of making and maintaining the railways and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of the North West Central Railway Company and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

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 herein-after described with all proper stations sidings junctions roads approaches works and conveniences connected therewith or incidental thereto respectively 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 those purposes The railways herein-before referred to and authorised by this Act are—

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Power to
make rail-
ways.

Railway No. 1 A railway 15 miles 6 furlongs and 6·8 chains in length wholly situate in the county of Lancaster commencing in the township of Penwortham in the parish of Penwortham by a junction with the West Lancashire Railway and terminating in the township of Whalley in the parish of Whalley 190 yards or thereabouts measured in an easterly direction from the junction of the occupation road leading to the house known as Brook House with the public road leading from the Whalley Railway Station to Mitton Bridge over the River Ribble :

Railway No. 2 A railway 11 miles 6 furlongs 9·3 chains in length wholly situate in the county of Lancaster commencing by a junction with Railway No. 1 at its termination as above described and terminating in the township of Colne in the said parish of Whalley on the north side of the road leading from Barrowford to Netherheys and Colne :

Railway No. 3 A railway 13 miles 5 furlongs and 7 chains in length commencing by a junction with Railway No. 2 at its termination as above described and terminating in the township of Bingley in the parish of Bingley in the West Riding of the county of York by a junction with the Halifax Thornton and Keighley Railway of the Great Northern Railway Company :

Railway No. 4 A railway 3 furlongs and 3·7 chains in length wholly situate in the county of Lancaster commencing in the township of Walton-le-Dale in the parish of Blackburn by a junction with Railway No. 1 and terminating in the township and parish of Penwortham by a junction with the North Union Railway :

Railway No. 5 A railway 2 furlongs and 5·6 chains in length wholly situate in the county of Lancaster commencing in the township of Walton-le-Dale in the parish of Blackburn by a junction with Railway No. 1 and terminating in the said township of Walton-le-Dale and parish of Blackburn by a junction with the Lancashire and Yorkshire Railway :

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- Railway No. 6 A railway 2 furlongs and 0·5 chain in length wholly situate in the county of Lancaster commencing in the said township of Walton-le-Dale and parish of Blackburn by a junction with Railway No. 1 and terminating in the said township of Walton-le-Dale and parish of Blackburn by a junction with the Lancashire and Yorkshire Railway :
- Railway No. 7 A railway 2 furlongs and 5·8 chains in length wholly situate in the county of Lancaster commencing in the township of Whalley in the parish of Whalley by a junction with Railway No. 1 at the termination thereof as above described and terminating in the township of Whalley in the parish of Whalley by a junction with the Blackburn Railway of the Lancashire and Yorkshire Railway Company :
- Railway No. 8 A railway 3 furlongs and 5·5 chains in length wholly situate in the said township and parish of Whalley in the county of Lancaster commencing by a junction with Railway No. 1 and terminating by a junction with the Blackburn Railway of the Lancashire and Yorkshire Railway Company :
- Railway No. 9 A railway 3 furlongs and 7·85 chains in length wholly situate in the said township and parish of Whalley in the county of Lancaster commencing by a junction with Railway No. 2 and terminating by a junction with the Blackburn Railway of the Lancashire and Yorkshire Railway Company :
- Railway No. 10 (described on the deposited plans as Railway No. 13) A railway 1 mile and 3·8 chains in length wholly situate in the county of Lancaster commencing in the township of Barrowford Booth in the said parish of Whalley by a junction with Railway No. 2 and terminating in the township of Marsden in the said parish of Whalley by a junction with the East Lancashire Railway of the Lancashire and Yorkshire Railway Company :
- Railway No. 11 (described on the deposited plans as Railway No. 14) A railway 1 furlong and 5·2 chains in length wholly situate in the township of Barrowford Booth in the parish of Whalley in the county of Lancaster commencing by a junction with Railway No. 2 and terminating by a junction with Railway No. 10 :
- Railway No. 12 (described on the deposited plans as Railway No. 15) A railway 2 furlongs and 9·5 chains in length wholly situate in the township of Colne in the said parish of Whalley in the county of Lancaster commencing by a junction with Railway No. 2 at its termination as above described and

terminating by a junction with the Colne and Skipton Railway of the Midland Railway Company : A.D. 1890.

Railway No. 13 (described on the deposited plans as Railway No. 16) A railway 7 furlongs and 3·7 chains in length wholly situate in the West Riding of the county of York commencing in the township and parish of Bingley by a junction with Railway No. 3 and terminating in the township and parish of Bingley by a junction with the Halifax Thornton and Keighley Railway of the Great Northern Railway Company :

Provided always that notwithstanding anything in this Act contained it shall not be lawful for the Company to take of the common or commonable lands respectively known as Stanbury Moor and Haworth Moor and respectively situate in the township of Haworth in the parish of Bradford in the West Riding of the county of York more than the respective quantities herein-after mentioned (that is to say) In the case of Stanbury Moor three acres and two roods and in the case of Haworth Moor one acre and two roods.

6. The capital of the Company shall be two million pounds in two hundred thousand shares of ten pounds each. Capital and number and amount of shares.

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

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

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

10. Subject to the provisions of this Act the Company with the authority of three-fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half shares of which one shall be called "preferred half share" and the other shall be called "deferred half share" but the Company shall not divide any share under the authority of this Act unless and until not less than sixty per centum upon such share Power to divide shares.

A.D. 1890. — has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon) and the residue to the credit of the preferred half share.

Dividends on half shares.

11. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following (that is to say) First in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share and the remainder (if any) in payment of dividend on the deferred half share and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividend on preferred half shares to be paid out of the profits of the year only.

12. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Half-shares to be registered and certificates issued.

13. Forthwith after the creation of any half shares the same shall be registered by the directors and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated on certificates.

14. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred half shares.

15. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half shares created under the authority

of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

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16. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Preferred
half shares
not to be
cancelled or
surrendered.

17. The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Half shares
to be half
shares in
capital.

18. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole six hundred and sixty-six thousand six hundred and sixty-four pounds (that is to say) In respect of each five hundred thousand pounds of the capital the Company may borrow not exceeding one hundred and sixty-six thousand six hundred and sixty-six pounds but no part of either of such sums shall be borrowed until the whole capital of five hundred thousand pounds in respect of which the borrowing power is exercised is issued and accepted and one-half thereof 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 the whole of such capital has been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and 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 shall be sufficient evidence thereof Provided that the Company shall not

Power to
borrow.

A.D. 1890. exercise the powers by this section conferred upon them of borrowing by instalments until they have completed to formation level one of the railways by this Act authorised numbered respectively Railway No. 1 Railway No. 2 Railway No. 3.

For appointment of a receiver.

19. 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 arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Debenture stock.

20. 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 and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Application of moneys.

21. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable.

First and subsequent meetings.

22. The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act and the subsequent ordinary meetings of the Company shall be held twice in every year in the months of February or March and August or September as the directors may appoint.

Number of directors.

23. The number of the directors shall be eight but the Company may from time to time reduce and again increase the number provided that the number be never more than eight nor less than five.

Qualification of directors.

24. The qualification of a director shall be the possession in his own right of not less than one hundred shares.

Quorum of directors.

25. The quorum of a meeting of directors shall be a majority of the whole number of directors for the time being.

26. Frederic Hungerford Bowman Richard Longden Hattersley A.D. 1890.
Robert Shaw and five other persons to be nominated by them or the First
majority of them and consenting to such nomination shall be the first directors.
directors of the Company and shall continue in office until the first
ordinary meeting held after the passing of this Act At that
meeting the shareholders present in person or by proxy may either
continue in office the directors appointed by this Act or nominated Election of
as aforesaid or any of them or may elect a new body of directors or directors.
directors to supply the place of those not continued in office the
directors appointed by this Act or nominated as aforesaid being if
they continue qualified eligible for re-election and at the first
ordinary meeting to be held in every year after the first ordinary
meeting the shareholders present in person or by proxy shall (subject
to the power herein-before contained for varying the number of
directors) elect persons to supply the places of the directors then
retiring from office agreeably to the provisions of the Companies
Clauses Consolidation Act 1845 and the several persons elected at
any such meeting being neither removed nor disqualified nor having
died or resigned shall continue to be directors until others are
elected in their stead in manner provided by the same Act.

27. The Company may take by agreement for the extraordinary Lands for
purposes mentioned in the Railways Clauses Consolidation Act 1845 extra-
any quantity of land not exceeding fifty acres but nothing in this ordinary
Act shall exempt the Company from any indictment action or other purposes.
proceeding for nuisance in the event of any nuisance being caused
by them upon any land taken under the powers of this section.

28. The powers of the Company for the compulsory purchase of Period for
lands for the purposes of this Act shall cease after the expiration of compulsory
three years from the passing of this Act. purchase of
lands.

29. Persons empowered by the Lands Clauses Acts to sell and Power to
convey or release lands may if they think fit subject to the provisions take ease-
of those Acts and of this Act grant to the Company any easement ments by
right or privilege (not being an easement of water) required for the agreement.
purposes of this Act in over or affecting any such lands and the
provisions of the said Acts with respect to lands and rentcharges so
far as the same are applicable in this behalf shall extend and apply
to such grants and to such easements rights and privileges as
aforesaid respectively.

30. In altering for the purposes of this Act the roads next Inclination
herein-after mentioned the Company may make the same of any of roads.

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A.D. 1890. inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say) :—

| No. on deposited Plan. | Parish. | Description of Road. | Intended Inclination. |
|------------------------|---------------------|----------------------|-----------------------|
| 390 | Blackburn - - - - - | Public - - - - - | 1 in 20. |
| 408 | Blackburn - - - - - | Public - - - - - | 1 in 20. |
| 81 | Whalley - - - - - | Public - - - - - | 1 in 14. |
| 98 | Whalley - - - - - | Public - - - - - | 1 in 13.6. |
| 102 | Whalley - - - - - | Public - - - - - | 1 in 11.5. |
| 199 | Whalley - - - - - | Public - - - - - | 1 in 15. |
| 285 | Whalley - - - - - | Public - - - - - | 1 in 15. |
| 338 | Whalley - - - - - | Public - - - - - | 1 in 6. |
| 482 | Whalley - - - - - | Public - - - - - | 1 in 11.53. |
| 670 | Whalley - - - - - | Public - - - - - | 1 in 20. |
| 766 | Whalley - - - - - | Public - - - - - | 1 in 11. |
| 83 | Bradford - - - - - | Public - - - - - | 1 in 9. |
| 178 | Bradford - - - - - | Public - - - - - | 1 in 8.6. |
| 230 | Bradford - - - - - | Public - - - - - | 1 in 10. |
| 272 | Bradford - - - - - | Public - - - - - | 1 in 6. |
| 842A | Whalley - - - - - | Public (Diversion) - | 1 in 8. |

Power to divert road as shown on deposited plans.

31. The Company may divert the public highway referred to in the next following table in the manner shown upon the deposited plans and sections and when and as the new portion of road is made to the satisfaction of the justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say) :—

| Railway. | Parish. | No. of Road on Plan. |
|----------|-------------------|----------------------|
| No. 3 - | Whalley - - - - - | 842a. |

And when and so soon as the said road is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the road stopped up as far as the same is bounded on both sides by lands of the Company.

Owners may be required to sell parts only of

32. And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands houses or other

buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the Company and that such portions may be severed from the remainder of the said properties without material detriment thereto. Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands houses or other buildings or manufactories described in the Schedule to this Act and whereof parts only are required for the purposes of this Act may (if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto) be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

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—
certain lands
and build-
ings.

33. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the 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 herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

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

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- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building ;
- (5) The cost of the reference shall be in the discretion of the referee ;
- (6) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment ;
- (7) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof ;
- (8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the 68th section of the Lands Clauses Consolidation Act 1845 or under any other Act ;
- (9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in the Lands Clauses Acts ;
- (10) Nothing in this section shall repeal or affect the application of the 92nd section of the Lands Clauses Consolidation Act 1845.

Restrictions
on displacing
persons of
labouring
class.

34.—(1) The Company shall not under the powers of this Act purchase or acquire in any city borough or 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 the Company— A.D. 1890.

(A) 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) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

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

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

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

(4) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme 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 High Court.

(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 and shall be carried to and form part of the Consolidated Fund of the United

A.D. 1890. 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 section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of such 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 which they may deem necessary in relation to any scheme under this section and may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or

employed shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

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(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.

35. In making the Railway No. 3 by this Act authorised in through or over the common or commonable lands known as Stanbury Moor situate in the township of Haworth in the parish of Bradford in the West Riding of the county of York the Company shall construct and for ever after maintain convenient means of access from one of the severed portions of the said common or commonable lands to the other.

For the
protection of
Stanbury
Moor.

36. For the protection of the West Lancashire Railway Company (herein-after in this section called "the West Lancashire Company") the following provisions shall have effect (that is to say):—

For the
protection of
the West
Lancashire
Railway
Company.

1. The junction of Railway No. 1 with the railway of the West Lancashire Company shall be effected in all respects to the reasonable satisfaction of the engineer for the time being of that Company and the junction and works connected therewith shall be executed by that Company and the costs of such junction and works and all costs incidental thereto shall upon demand be repaid by the Company to the West Lancashire Company and in default thereof may be recovered in any court of competent jurisdiction.
2. The West Lancashire Company may from time to time erect maintain and alter such signals and conveniences incident to the junction of Railway No. 1 with their railway either on their own land or on the land of the Company and appoint

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and remove such watchmen switchmen and other persons as may in their judgment be necessary for the prevention of danger to detention of or interference with their traffic at and near the junction and the working and management of such signals and conveniences wherever situate and the control and direction of such watchmen switchmen and other persons shall be under the exclusive regulation and control of the West Lancashire Company and all the expense of erecting altering and maintaining such signals and conveniences and of employing and paying such watchmen switchmen and other persons and all incidental current expenses at the end of every half-year shall be repaid by the Company on demand and in default thereof may be recovered from them in any court of competent jurisdiction.

3. The Company shall bear and on demand pay to the West Lancashire Company the expense of the employment by that Company during the making of the railway adjacent to the junction of Railway No. 1 with their railway of a sufficient number of inspectors and watchmen for watching their railway and 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 any person or persons in the employment of the Company or their contractors in reference thereto or otherwise.
4. Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the West Lancashire Company all losses costs damages and expenses which may be occasioned to them or to any of their works or property or to the traffic on their railway or to any Company or person using the same or otherwise during the execution or by reason of the failure of any of the adjacent works by this Act authorised or of any act or omission of the Company or of any person in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the West Lancashire Company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission.
5. In constructing the railways by this Act authorised the Company shall not in any way obstruct or interfere with the traffic passing along the West Lancashire Railway and if by reason of any works or proceedings of the Company there shall be any obstruction or interference with the West

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Lancashire Railway so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the West Lancashire Company at the rate of one hundred pounds per day by way of liquidated damages during the time any such obstruction or interference shall continue. The Company shall also indemnify the West Lancashire Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on their railway or by reason of any accident on the said railway which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors servants or workmen. Any difference which may arise between the Company and the West Lancashire Company under this enactment or with reference thereto shall be from time to time settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 for the settlement of disputes by arbitration.

6. Nothing in this Act contained shall extend or be deemed or construed to extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the West Lancashire Company or to alter vary or interfere with the West Lancashire Railway or with any of the works of that railway further or otherwise than is necessary for the construction of the junction of Railway No. 1 with the West Lancashire Railway without the consent in writing in every instance for that purpose first had and obtained of the West Lancashire Company under their common seal and with respect to any lands of the West Lancashire Company which the Company are by this Act authorised to use enter upon or interfere with for the purposes of such junction the Company shall not purchase and take the same but the Company may purchase and take and the West Lancashire Company shall sell or grant accordingly an easement or right of using the same in perpetuity for the purposes of the junction by this Act authorised.

37. In constructing and maintaining the works authorised by this Act where they will pass under or over or affect the railway lands and works of the Midland Railway Company the Company shall be subject to the following conditions videlicet:—

For the
protection of
the Midland
Railway
Company,

1. All works crossing or affecting the said 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

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- 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. 3 over the Midland Railway shall be constructed of a clear span of fifty-two feet on the square with a clear headway of fourteen feet six inches.
 3. The viaduct carrying Railway No. 3 over the Keighley and Worth Valley Branch of the Midland Railway shall be constructed over the said branch with a clear span of fifty-two feet on the square and a clear headway of fourteen feet six inches.
 4. The junction of Railway No. 15 with the Skipton and Colne branch of the Midland Railway shall be constructed at such a point and in such manner within the limits of deviation as may be agreed on between the Company and the principal engineer of the Midland Railway Company or in case of difference as shall be settled by an engineer to be appointed as hereinafter provided.
 5. The works shall be constructed and maintained so that the traffic upon the Midland Railway shall not be in any wise 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 and any difference arising between the Company and such engineer relating to the matters aforesaid shall be settled by an engineer to be appointed by the Board of Trade on the application of either Company.
 6. 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.
 7. 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. A.D. 1890.

8. The Company shall not acquire any estate or interest in the lauds and property of the Midland Railway Company other than an easement or right of constructing or maintaining therein the works by this Act authorised.
9. 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.

38. In constructing the Railways 3 and 13 by this Act authorised the Company shall conform to the following provisions for the protection of the Great Northern Railway Company (in this section called "the Great Northern Company") :—

For the protection of the Great Northern Railway Company.

- (1) The junctions of the said Railways 3 and 13 with the railway of the Great Northern Company shall be made at such points within the limits of deviation as shown on the deposited plans as shall be required by the principal engineer of the Great Northern Company.
- (2) If by reason of the construction of the said Railways 3 and 13 or either of them it shall be necessary to add to or alter the signals upon the railway of the Great Northern Company the same shall be so added to or altered by that company and the reasonable expense thereof shall be repaid to them by the Company.
- (3) All works both temporary and permanent affecting the lands railway or other property of the Great Northern Company shall be constructed according to such plans and sections as shall be previously submitted to and approved by and to the reasonable satisfaction of the principal engineer of the Great Northern Company. Provided always that if the said engineer shall for the space of one month neglect or refuse to approve the said plans and sections or shall disapprove the same then according to such plans and sections as shall be approved by an engineer to be appointed by the Board of Trade on the application of either the Company or the Great Northern Company.
- (4) The Company shall construct and at all times maintain the said railways and works by this Act authorised so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the railway of the Great Northern Company or the works connected therewith or the traffic thereon.

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- (5) The Company shall at all times maintain the junctions and other works herein-before provided for in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer of the Great Northern Company and if and whenever the Company fail so to do the Great Northern 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 engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in case of any difference between the Company and the Great Northern Company under this sub-section the same shall be determined by an engineer to be appointed as herein-before provided.
- (6) The Company shall not without in every case obtaining the previous consent of the Great Northern Company in writing under their common seal take use enter upon or interfere with any of the lands railways works or property from time to time belonging to or in the possession or under the power of the Great Northern Company except only such part or parts of their said lands as it shall be absolutely necessary for the Company to enter upon or interfere with for the purposes of constructing and maintaining the works for effecting the junctions aforesaid and with respect to such part or parts of the said lands as aforesaid the Company shall not purchase or take the same but the Company may purchase and take and the Great Northern 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.
- (7) The cost of all works both temporary and permanent on or affecting lands of the Great Northern Company shall be paid by the Company.
- (8) Nothing in this Act contained shall prejudice take away diminish or interfere with any of the property rights interests powers and privileges of the Great Northern Company otherwise than is hereby expressly provided.

For the
protection of
the Lancashire and
Yorkshire
Railway
Company.

39. For the protection of the Lancashire and Yorkshire Railway Company (in this section called "the Lancashire and Yorkshire Company") the following provisions shall be observed and have effect (that is to say):—

- (1) In constructing Railway No. 1 by this Act authorised where the same is intended to pass under the Preston Extension Line

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of the Lancashire and Yorkshire Railway Company the Company shall construct a wrought iron girder bridge with wrought iron flooring such bridge to be of a width of not less than 26 feet between the parapets and further the Company shall at their own expense if and when at any time hereafter the Lancashire and Yorkshire Company so require enlarge and extend the said bridge so as to admit of the laying down thereupon by the Lancashire and Yorkshire Company of two additional lines of rails in addition to and at the same level as those now existing and such extension or enlargement as well as the said bridge shall be constructed subject to and in accordance with the provisions of this section and the upper surface of the flooring and girders of such bridge and any extension thereof shall be at a uniform level of two feet at least below the level of the existing rails on the said railway at the point of crossing.

- (2) Railway No. 2 where it crosses over the Blackburn to Chatburn and Hellifield Railway of the Lancashire and Yorkshire Company shall be carried over the same by means of a bridge which shall be so constructed and maintained by the Company at all times as to have a clear span or opening of at least forty-eight feet measured on the square and a clear headway of at least fourteen feet six inches measured from the upper surface of the rails to the underside of the girders of the said bridge for the entire span thereof.
- (3) The existing levels of the rails of the Lancashire and Yorkshire Company's railway at the respective points of crossing thereof by the Company's railways shall be preserved and not altered.
- (4) The respective junctions of Railways Nos. 5 6 7 8 9 and of Railway No. 10 (described on the deposited plans as Railway No. 13) with the railways of the Lancashire and Yorkshire Company shall only be constructed by the Company at such points within the limits of deviation and in such manner as shall be previously agreed upon between the Company and the Lancashire and Yorkshire Company or in case of difference as shall be settled and determined by an engineer to be appointed as herein-after provided.
- (5) All bridges by which the railways of the Company shall be carried over or under the railways of the Lancashire and Yorkshire Company and all junctions between the railways of the Company and the railways of the Lancashire and Yorkshire Company shall be constructed only according to such plans

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elevations sections specifications and dimensions as shall be submitted by the Company to the engineer of the Lancashire and Yorkshire Company and approved by him in writing under his hand before any of those works are begun or in case of his refusal or neglect to approve the same 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 on the application of either of the two Companies by the president for the time being of the Institution of Civil Engineers.

- (6) The Company shall at all times maintain all bridges by which their railways shall be carried over or under the railways of the Lancashire and Yorkshire Company and all the works connected therewith in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer for the time being of the Lancashire and Yorkshire Company. If and whenever the Company fail so to do the Lancashire and Yorkshire 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 sums from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may be recovered with full costs by the Lancashire and Yorkshire Company from the Company in any court of competent jurisdiction.
- (7) If by or in consequence of the execution of the works of the Company any of the signals signal-posts or other like works of the Lancashire and Yorkshire Company are interfered with or the view of the signals intercepted or rendered less convenient for the working of their railway the Company shall at their own expense remove and re-erect such signals signal-posts and other works or make such alterations therein as the Lancashire and Yorkshire Company may reasonably require and such removal re-erection and alteration shall be completed to the reasonable satisfaction in all respects of the engineer for the time being of that Company.
- (8) The Company shall not without in every case the previous consent of the Lancashire and Yorkshire Company in writing under their common seal take use enter upon or interfere with any of the lands railways or works from time to time belonging to or in the possession or under the power of that Company except only such parts of such lands railways or works as it

shall be absolutely necessary for the Company to take use enter upon or interfere with for the purpose of making and maintaining the railways and the works by which the same are to be carried over or under the railway of the Lancashire and Yorkshire Company as aforesaid.

- (9) With respect to any land of the Lancashire and Yorkshire Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Lancashire and Yorkshire 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.
- (10) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free uninterrupted and safe user of the railways of the Lancashire and Yorkshire Company or any traffic thereon.
- (11) The Company shall bear and on demand pay the Lancashire and Yorkshire Company the expense of the employment by that company during the execution of the works affecting the railways of that company of a sufficient number of inspectors and watchmen to be appointed by the Lancashire and Yorkshire Company for watching their railway and works with reference to and during the execution of such first mentioned 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.
- (12) 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 railways of the Lancashire and Yorkshire Company 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 Lancashire and Yorkshire 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 Lancashire and Yorkshire Company by reason of any of the matters or causes aforesaid

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the Company shall pay to that company all costs and expenses to which that 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 Lancashire and Yorkshire Company from the Company in any court of competent jurisdiction.

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

(14) If any difference shall arise between the Company and the Lancashire and Yorkshire Company as to the true intent and meaning of this section or the mode of giving effect thereto the settlement of which is not otherwise provided for 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.

For the protection of the London and North Western and Lancashire and Yorkshire Railway Companies.

40. The following provisions for the protection of the London and North Western and Lancashire and Yorkshire Railway Companies as proprietors of the North Union Railway (hereinafter called "the proprietors") shall unless otherwise agreed between the Company and the proprietors apply and have effect:—

(1) The junction of Railway No. 4 with the North Union Railway shall only be constructed by the Company at such points within the limits of deviation and in such manner as shall be previously agreed upon between the Company and the proprietors or in default of agreement as shall be settled and determined by an engineer to be appointed as herein-after mentioned.

(2) All works affecting the lands railways or other property of the proprietors shall be constructed only according to such plans sections and specifications as shall be submitted by the Company to the principal engineer of the London and North Western Railway Company in this section referred to as the North Western Company and approved by him in writing under his hand before any of those works are begun or in case of his refusal or neglect to approve the same 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 on the application of either the Company or the North Western Company by the president for the time being of the Institution of Civil Engineers.

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- (3) The Company shall not without in every case obtaining the previous consent of the proprietors in writing under their common seal take use enter upon or interfere with any of the lands railways works or property from time to time belonging to or in the possession or under the power of the proprietors except only such parts of such lands as it shall be absolutely necessary for the Company to take use enter upon or interfere with for the purposes of effecting the junction of Railway No. 4 by this Act authorised with the said North Union Railway in the manner prescribed by this section.
- (4) With respect to any land of the proprietors which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the proprietors 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.
- (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 user of the North Union Railway or any traffic thereon.
- (6) The Company shall bear and on demand pay to the proprietors the expense of the employment by them during the execution of the works affecting the said North Union Railway of a sufficient number of inspectors and watchmen to be appointed by the proprietors for watching their railway and works 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 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 North Union Railway 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 proprietors may make good the same and recover the expense thereof with full costs against the Company

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in any court of competent jurisdiction and if any interruption shall be occasioned to the traffic of the North Union Railway by reason of any of the matters or causes aforesaid the Company shall pay to the proprietors 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 proprietors from the Company in any court of competent jurisdiction.

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

(9) If any difference shall arise between the Company and the proprietors as to the true intent and meaning of this section or the mode of giving effect thereto the settlement of which is not otherwise provided for the same shall be from time to time determined by arbitration in the manner prescribed by the Railway Companies Arbitration Act 1859.

For the protection of the Nelson Local Board.

41. For the protection of the local board for the district of Nelson in the county of Lancaster (herein-after in this section called "the local board") the following provisions shall unless otherwise agreed between the local board and the Company have effect (that is to say) :—

(1) Where the railway crosses any footpath within the district of the local board on the level the Company shall provide (where necessary) suitable bridges or subways to be constructed to the reasonable satisfaction in all things of the local board.

(2) Every bridge to be constructed for carrying the railway over or under any public carriage-road within the district of the local board or in which the local board have an interest shall be constructed so as to leave a roadway of not less than thirty-six feet wide over or under the same as the case may be.

(3) Wherever it may be necessary to interrupt or interfere with any existing sewer or drain of the local board the Company shall before interrupting or interfering with such existing sewer or drain construct to the reasonable satisfaction of the local board in all things another sewer or drain in lieu of and of equal capacity to the sewer or drain so proposed to be interrupted or interfered with and such substituted sewer or drain shall be connected by and at the expense of the Company to the reasonable satisfaction of the local board with any existing sewer or drain which may be interrupted or interfered with.

(4) The provisions contained in sections 18 to 23 (inclusive) of the Railways Clauses Consolidation Act 1845 shall apply to the gas and water mains works and pipes of the local board and whenever in those sections the words company or society are used the same shall for the purposes of those sections and this section be deemed to include the local board. A.D. 1890.

(5) If any difference at any time arise between the local board and the Company touching this section or anything to be done or not to be done thereunder such difference shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845.

(6) The Company shall work the railways numbered 10 and 11 after the completion and opening of the same for public traffic as an integral part of their undertaking and shall convey traffic thereon in a proper manner and so as fairly to develop and accommodate the traffic over the same and shall so far as they are able give direct communication from Nelson to the West Riding of York and East Lancashire.

42. For the protection of the mayor aldermen and burgesses of the borough of Preston (in this section called "the corporation") the following provisions shall have effect unless otherwise agreed on in writing between the Company and the corporation (that is to say) :—

For the protection of the corporation of Preston.

- (1) The railway shall be carried over the ornamental walks known as "the Tram Road" (situate in that part of Avenham Park which is on the south side of the River Ribble) by means of a flat girder viaduct divided by a row of pillars into two equal spans having together the full width throughout of not less than 63 feet measured on the square with a clear headway throughout of not less than 12 feet from the surface of the upper path to the underside of the girders.
- (2) The Company shall at all times during the construction of any works across or affecting the said ornamental walks or either of them preserve a free and uninterrupted passage in good condition and repair for the use of foot passengers.
- (3) The said viaduct shall be so constructed throughout as to prevent the dripping of water on the ground beneath and the abutments thereof shall be lined with white glazed bricks and the under part of the floor shall be kept painted white. The viaduct shall be constructed in accordance with a plan section and elevation to be submitted to and reasonably approved of by the corporation previous to the commencement of the work.
- (4) So much of the railway embankment adjoining the viaduct on each side thereof as shall be constructed on land belonging

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to the corporation shall be planted and kept planted by the Company with ornamental trees and shrubs to the reasonable satisfaction of the corporation.

(5) The said viaduct and embankment shall be completed within twelve months after the same shall have been commenced and the said Tram Road and the land of the corporation adjacent thereto shall be restored to good condition and repair forthwith after such completion.

(6) No part of the works by this Act authorised shall extend further northward than the southern side of the footpath skirting the left bank of the River Ribble between the River Darwen and the North Union Railway bridge.

For the protection of the Leeds and Liverpool Canal Company.

43. For the protection of the Company of Proprietors of the Canal Navigation from Leeds to Liverpool (in this section called "the Leeds and Liverpool Canal Company") the following provisions shall have effect (to wit) :—

(1) The Railways Nos. 2 10 and 11 shall be carried across the canal and towing-path works and lands of the Leeds and Liverpool Canal Company in the lines and at the points of crossing shown on the deposited plans and (unless with the consent of the Leeds and Liverpool Canal Company under their common seal) not elsewhere.

(2) In carrying the said railways across the canal towing-path works and lands of the Leeds and Liverpool Canal Company the Company shall not otherwise than by agreement with the Leeds and Liverpool Canal Company deviate from the lines of the said railways as shown on the deposited plans.

(3) The Company shall not otherwise than by agreement purchase or take any land of the Leeds and Liverpool Canal Company but the Company may purchase and take and the Leeds and Liverpool 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 the lines shown on the deposited plans.

(4) Nothing herein contained shall prevent the Company entering upon the lands and works of the Leeds and Liverpool Canal Company when and for such periods as may be necessary for the fulfilment of the Company's obligations under this section.

(5) The said railways shall be carried over the canal towing-path works and lands of the Leeds and Liverpool Canal Company and any approaches thereto by means of good and substantial bridges of brick stone wood or iron to be constructed by the Company at their own expense.

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- (6) The bridge carrying Railway No. 2 and the commencement of Railway No. 11 over the canal and towing-path shall be constructed with perpendicular foundation walls and with only one opening or span over the entire width of the canal towing-path and byewash and the clear height of the underside of the arch or (as the case may be) beams or girders of the bridge above the top water-level of the canal shall throughout the whole breadth of the span be not less than seventeen feet.
- (7) The bridge carrying Railway No. 10 and the termination of Railway No. 11 over the canal towing-path and byewash shall be constructed with perpendicular foundation walls and with only one opening or span over the entire width of the canal towing-path and byewash and the clear height of the underside of the arch or (as the case may be) beams or girders of the bridge above the top water-level of the canal shall throughout the whole breadth of the span be not less than 11 feet.
- (8) The space between the piers of the bridges (except so much thereof as the towing-path and byewash will occupy) shall at all times after the completion of the bridges (except during necessary repairs or reconstruction) be left and preserved an open and uninterrupted navigable waterway.
- (9) The Company shall at their own expense maintain the bridges and the works thereof of the height and width and so constructed as aforesaid and in perfect repair at all times unless they abandon the said railways or any of them or the portion or portions thereof which cross the canal and in either of those cases they shall (if required so to do by the Leeds and Liverpool Canal Company but not otherwise) remove the said bridges and works at the expense of the Company.
- (10) If and whenever the height of the bridges or works shall by subsidence of the ground be lowered below the height herein-before prescribed the Company shall at their own expense restore the same to that height as soon as reasonably may be.
- (11) The Company shall make good all damage that may be occasioned to the works or property of the Leeds and Liverpool Canal Company by the construction renewal or want of repair of any of the Company's works or by any such subsidence as aforesaid; but
- (a) In every case of pressing necessity; and
 - (b) In every other case if for seven days after notice in writing thereof given to the Company by the Leeds and

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Liverpool Canal Company the Company neglect to proceed with due diligence to make good such damage; the Leeds and Liverpool 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.

(12) 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 Leeds and Liverpool 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 in proportion for any less time than a day.

(13) Provided that nothing in this Act contained shall prevent the Leeds and Liverpool Canal Company or any owner of boats or barges from recovering from the Company (in addition to the ascertained damages herein-before mentioned) any special damage that may be sustained by the Leeds and Liverpool Canal Company or such owner in consequence of the stoppage or hindrance to the traffic upon the canal or in consequence of the works to be executed by the Company or by the Leeds and Liverpool Canal Company for the Company under the provisions herein-before contained or by reason of any such subsidence as aforesaid or on account of any other act or omission of the Company.

(14) If and whenever any damages or other sums payable by the Company to the Leeds and Liverpool Canal Company or any 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.

(15) All questions and differences which may at any time arise between the Company and the Leeds and Liverpool Canal Company as to the construction or effect of sub-sections 1 2 3 4 5 6 or 7 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 Leeds and Liverpool Canal Company or (if for fourteen days after the question or difference arises those two Companies do not agree upon an arbitrator) by the Board of Trade 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. A.D. 1890.

44. For the protection of the local board for the district of the township of Bingley (herein-after in this section called "the local board") the following provisions shall have effect (that is to say):— For the protection of the Bingley Local Board.

- (1) The Company shall if and when required so to do by the local board make and maintain between the points shown on the deposited plans of Railway No. 3 as indicating the distances of 12 miles 4 furlongs and 12 miles 5 furlongs from the commencement of that railway and between the points shown on the deposited plans of Railway No. 13 as indicating the distances of 4 furlongs and 5 furlongs from the commencement of that railway and between the points shown on the said plans of Railway No. 13 as indicating the distances of 6 furlongs and 7 furlongs from the commencement of that railway an egg-shaped sewer of masonry or brick of dimensions not less than three feet by two feet.
- (2) Except as otherwise provided by sub-section 1 of this section wherever it may be necessary to interrupt or interfere with any existing sewer or drain of the local board the Company shall before interrupting or interfering with such existing sewer or drain construct to the reasonable satisfaction of the local board another sewer or drain with necessary manholes and lampholes in lieu of and of equal capacity to the sewer or drain so proposed to be interrupted or interfered with and such substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be interrupted or interfered with to the reasonable satisfaction of the local board.
- (3) If by reason of the execution of any of the works by this Act authorised within the district of the local board the local board shall necessarily incur any cost in altering or repairing any existing sewer or drain or any manholes or lampholes connected therewith the Company shall repay to the local board such additional cost.
- (4) If by reason of the execution of any of the works by this Act authorised within the district of the local board any increased length of sewers or drains shall become necessary the expense of constructing and laying such additional length to be certified by the surveyor to the local board shall be repaid by the Company to the local board.

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- (5) The Company shall from time to time and at all times during the construction and after the completion of the works allow the local board and their officers and servants access to any sewer or drain or any manhole or lamphole connected therewith vested in the local board in or under any lands or works of the Company for the purpose of repairing the same or connecting any new sewer or drain with existing sewers or drains subject to such reasonable regulations as the Company may prescribe for preventing any injury to or interference with the railway and works of the Company or the traffic thereon.
- (6) If by reason of the execution of any of the works by this Act authorised within the district of the local board the Company shall cause any damage to the works of the local board whether such damage shall be caused by negligence on the part of the Company or their servants or otherwise the Company shall forthwith repair any damage so caused by them as aforesaid and shall indemnify the local board against any expenditure cost claim or liability whatsoever which may happen arise or be incurred in consequence of such damage.
- (7) If any difference at any time hereafter arise between the local board and the Company with respect to anything to be done or not to be done or any moneys to be paid by the Company to the local board under this section such difference shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845.

For the protection of the Colne and Marsden Local Board.

45. For the protection of the local board for the district of Colne and Marsden (herein-after in this section called "the local board") the following provisions shall have effect (that is to say) :—

- (1) The Company shall construct the bridge for carrying the railway over the road numbered on the deposited plans 482 in the parish of Whalley with a span of not less than 36 feet and no part of the road interfered with shall be constructed of a steeper gradient than 1 in 11.53.
- (2) The Company shall construct the bridge for carrying the road numbered on the deposited plans 670 in the parish of Whalley over the railway of a width of not less than 42 feet.
- (3) Wherever it may be necessary to interrupt or interfere with any existing sewer or drain of the local board the Company shall before interrupting or interfering with such existing sewer or drain construct to the reasonable satisfaction of the local board another sewer or drain with necessary manholes and lampholes in lieu of and of equal capacity to the sewer

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or drain so proposed to be interrupted or interfered with and such substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be interrupted or interfered with to the reasonable satisfaction of the local board and before interrupting or interfering with such existing sewer or drain the Company shall give to the said local board seven days' notice thereof in writing.

- (4) If by reason of the execution of any of the works by this Act authorised within the district of the local board the local board shall necessarily incur any cost in altering any existing sewer or drain or any manhole or lamphole connected therewith the Company shall repay to the local board such additional cost.
- (5) If by reason of the execution of any of the works by this Act authorised within the district of the local board any increased length of sewers or drains shall become necessary the expense of constructing and laying such additional length to be certified by the surveyor to the local board shall be repaid by the Company to the local board.
- (6) The Company shall from time to time and at all times during the construction and after the completion of the works allow the local board and their officers and servants access to any sewer or drain or any manholes or lampholes connected therewith vested in the local board in or under any land or works of the Company for the purpose of repairing the same or connecting any new sewer or drain with the existing sewers or drains subject to such reasonable regulations as the Company may prescribe for preventing any injury to or interference with the railway and works of the Company or the traffic thereon.
- (7) If any difference at any time hereafter arise between the local board and the Company with respect to anything to be done or not to be done or any moneys to be paid by the Company to the local board under this section such difference shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845.

46. Before constructing that portion of Railway No. 2 which will cross the water main of the Padiham and Hapton Local Board the Company shall if required so to do by that board make at their own cost at or near the point where Railway No. 2 will cross such water main an egg-shaped sewer of masonry or brick of dimensions

For the protection of the Padiham and Hapton Local Board.

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The Company shall from time to time and at all times during the construction and after the completion of the works allow the said local board and their officers and servants to have access to such sewer or any manhole connected therewith for the purpose of repairing the same subject to such reasonable regulations as the Company may prescribe for preventing any injury to or interference with the railway and works of the Company or the traffic thereon.

For the protection of the county council of the West Riding of York.

47. For the protection of the county council of the West Riding of the county of York (in this section called "the council") the following provisions shall have effect unless otherwise agreed on in writing between the council and the Company (that is to say):—

- (1) The Company shall not commence to execute any work which will interfere with the Keighley and Halifax main road at Cross Gates until they have constructed a temporary road to the reasonable satisfaction of the surveyor to the county council and such temporary road shall be made in accordance with plans sections and specifications to be submitted to the council for their approval not less than forty days before the commencement of such road. Provided that if the council fail within thirty days after such submission to signify their approval or disapproval or other their directions in relation thereto they shall be deemed to have approved thereof.
- (2) The Company shall maintain the said temporary road in good and efficient repair to the reasonable satisfaction of the said surveyor until the said surveyor shall have certified to the council in writing that the main road has been efficiently restored.
- (3) The Company shall comply with all reasonable directions and requirements of the council in relation to the said road.
- (4) The Company shall maintain the portion of the said main road affected by the works of the Company for such period (not being less than twelve months from the date of the efficient restoration thereof) as there shall be any subsidence in the surface thereof.
- (5) All works affecting the said main road or the said temporary road shall be executed under the superintendence and to the reasonable satisfaction of the said surveyor and the reasonable cost of such superintendence and of the inspection approval or disapproval of plans sections and specifications as aforesaid shall be paid by the Company to the council.

(6) If any difference arise between the council and the Company touching anything to be or not to be done under this section such difference shall be settled by an arbitrator to be appointed by the Board of Trade on the application of either of the parties in difference and his decision shall be binding on both parties and the costs of the arbitration shall be borne as he shall direct.

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48. The following provisions for the benefit and protection of the mayor aldermen and citizens of the city of Manchester in the county of Lancaster (in this Act referred to as "the Manchester Corporation") shall (unless otherwise agreed between the Manchester Corporation and the Company) be binding upon the Company and full effect shall be given thereto:—

For the protection of the corporation of Manchester.

The works of the Company shall be so constructed and carried out at the cost of the Company as not to interfere in any way with the exercise by the Manchester Corporation of the rights and powers conferred upon them by the Manchester Corporation Waterworks Act 1879 or with the intended Thirlmere aqueduct of the Manchester Corporation and other works authorised by such Act or by the Manchester Corporation Act 1889. Before any works of the Company affecting the said exercise of the rights and powers of the Manchester Corporation or the construction or maintenance of the said aqueduct and works shall be commenced by the Company a plan and section showing the intended works of the Company in relation to the said intended aqueduct and works of the Manchester Corporation shall be furnished to the Manchester Corporation for the sanction and approval of their engineer who shall thereupon specify and describe the works requisite to be executed by the Company for the protection of the said aqueduct and the works of the Company shall be executed in accordance with such requirements and not otherwise. In particular the Company shall in constructing their proposed works near Cardwells in the township of Samlesbury in the parish of Blackburn make such provision as the engineer of the Manchester Corporation may reasonably require for the purpose of securing a passage for and protecting the said aqueduct and works at the level required by the engineer of the Manchester Corporation by means of suitable culverts or subways with access thereto and other works to be constructed at the same or at different times as the Manchester Corporation may determine by and at the cost of the Company such works

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to be executed to the reasonable satisfaction of the said engineer of the Manchester Corporation.

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

The Manchester Corporation shall not be liable for and shall be indemnified by the Company against all damage and injury which may be caused to the line and works of the Company and the traffic thereon and the persons and property being conveyed on or using such railways by breaking bursting or leaking of or escape from any sewers or water main or pipe belonging to or under the control of the Manchester Corporation unless such damage or injury shall have arisen as the consequence of any act or default of the Manchester Corporation or of their contractors officers agents workmen or servants.

The Company shall be responsible for and make good to the Manchester Corporation all costs losses damages and expenses to be sustained by them by reason of any of the matters herein-before provided for or by reason of any damage to be occasioned to persons or property or otherwise by reason of the execution or any defect or default in execution (whether of the Company or their contractors agents workmen or servants) of the powers of this Act and shall indemnify the Manchester Corporation from all claims and demands upon or against them by reason of any such execution or defect or default therein or arising therefrom.

In the event of any difference arising between the engineer of the Manchester Corporation on the one hand and the engineer of the Company on the other hand in respect of any plan or the execution of any of the works provided for by this section the same shall be settled by an engineer to be appointed by the Board of Trade upon the request of either party provided always that the Corporation shall not be required to alter the level of the aqueduct to any extent exceeding three feet unless with the consent in writing of the Corporation.

For the protection of the corporation of Blackburn.

49. And whereas the Railway No. 1 authorised by this Act to be constructed in the county of Lancaster (herein-after in this section referred to as "the railway") will as delineated on the deposited plans and sections pass through the sewage irrigation farms (herein-

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after in this section referred to as "the farms") of the mayor aldermen and burgesses of the county borough of Blackburn (herein-after in this section referred to as "the Blackburn Corporation") and will also cross or otherwise interfere with the aqueduct or water main belonging to the Blackburn Corporation and leading from their waterworks situate in the West Riding of the county of York to the said borough of Blackburn (herein-after in this section referred to as "the Bowland main") Therefore the following provisions shall be in force for the protection of the Blackburn Corporation (that is to say):—

- (1) Any provisions of the Railways Clauses Consolidation Act 1845 and of the portions of the Railways Clauses Act 1863 respectively incorporated with this Act repugnant to or inconsistent with the provisions of this section shall not apply to the farms (except as to any road or highway therein) or to the Bowland main or to any lands vested in or belonging to the Blackburn Corporation.
- (2) In estimating the amount of compensation to be paid by the Company to the Blackburn Corporation for any land now forming part of the farms which may be taken used purchased or acquired by the Company under the powers conferred by this Act whether by agreement or by compulsion regard shall be had to the value of such land to the Blackburn Corporation for the purposes to which such land is applied and to the injury which the Blackburn Corporation may sustain by reason of the railway interfering with the use to which by statute the land to be taken used purchased or acquired is can or may be applied and to any and every consequential damage or injury to the Blackburn Corporation provided that the price to be paid by the Company to the Blackburn Corporation for any land so taken used purchased or acquired by the Company as aforesaid shall in no case be less than such a sum of money as will fairly represent the proportion applicable to such land of the cost incurred by the Blackburn Corporation in acquiring and utilising the farms for sewage irrigation purposes including the cost of obtaining the Act of Parliament authorising such acquisition and utilisation.
- (3) The aqueduct conduit or line of pipes for conveying sewage from the borough of Blackburn (herein-after in this section referred to as "the sewage aqueduct") in that part of the farms numbered 341 (Spring Lane) on the deposited plans in the parish of Blackburn in which the railway is shewn on the

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deposited sections to be in cutting shall be carried over the railway at levels to be approved by the Blackburn Corporation by means of a bridge which bridge shall be separate from any bridge which the Company may be required to construct for the purpose of carrying the public highway known as Spring Lane over the railway.

- (4) The Company shall in the construction of the works provide and for ever repair and maintain at least two sufficient and suitable cattle bridges to the satisfaction of the Blackburn Corporation over the portion of the railway through the farms which is shown on the deposited sections to be in cutting and the Company shall erect such cattle bridges at such places and in such positions as the Blackburn Corporation or their engineer may determine and require.
- (5) No land forming part of the farms and not purchased by the Company under the powers of this Act shall be interfered with or used by the Company in the construction or subsequent repair and maintenance of the railway except by and with the consent in writing of the Blackburn Corporation to be signified under the hand of the town clerk for the time being of the borough of Blackburn and subject to and under such conditions as the Blackburn Corporation may see fit to impose and no surplus material arising from the construction repair or maintenance of the railway shall except with the like consent be disposed of on any land belonging to the Blackburn Corporation or in the occupation of any of their lessees or tenants.
- (6) The railway shall be constructed in such manner that the draining irrigation and other sewage farm operations of the Blackburn Corporation shall not be in any wise impeded or interfered with except with respect to any land purchased by the Company under the powers of this Act and nothing in this Act contained shall lessen or take away the right of the Blackburn Corporation of using any land not purchased by the Company under the powers of this Act for the purposes of their draining irrigation and other sewage works and that whether or no any nuisance or annoyance is created by the operations of the Blackburn Corporation.
- (7) If by reason of the construction or subsequent repair and maintenance of the railway the farms or any aqueduct conduit pipe drain or other work therein be damaged or injured or the operations of the Blackburn Corporation in or upon the farms be impeded or interfered]with or rendered more difficult or

costly the Company shall from time to time make full and ample compensation to the Blackburn Corporation for any loss or expense occasioned thereby.

- (8) All fences ditches hedges drains watercourses tanks and works interfered with in the construction or subsequent repair and maintenance of the railway shall be restored made good relaid and reinstated by and at the expense of the Company to the satisfaction in all things of the Blackburn Corporation.
- (9) The Bowland main in the lands numbered 26 and 27 on the deposited plans in the parish of Mitton shall be carried over the railway by means of a bridge and a proper and sufficient scour pipe shall by and at the expense of the Company be connected with the Bowland main and carried to the adjoining stream. If any further or additional land or easement is required to enable the Bowland main to be diverted as aforesaid or to enable the said scour pipe to be constructed the Company shall at their expense in all things and prior to the Bowland main being in any way interfered with cause such land or easement to be vested in the Blackburn Corporation.
- (10) If by reason of the construction or subsequent repair and maintenance of the railway the Bowland main be damaged or injured or the flow of the water therein stopped impeded or interfered with the Company shall from time to time make full and ample compensation to the Blackburn Corporation for any loss or expense occasioned to the Blackburn Corporation thereby including compensation for loss of water and that whether by reason of the water being wasted or its flow to the borough of Blackburn being stopped or lessened. The Company shall also pay to the Blackburn Corporation full compensation for the loss of water which the Blackburn Corporation may sustain by reason of the flow of the water in the Bowland main being stopped while such main is being diverted and carried over the railway. Compensation for any loss of water as aforesaid shall be based on the selling price of water by meter in the borough of Blackburn according to the quantity which but for any stoppage of or interference with the flow of the water in the Bowland main as aforesaid would could or might have flowed into the Fishmoor reservoir of the Blackburn Corporation.
- (11) The bridges herein-before mentioned for carrying the sewage aqueduct and the Bowland main respectively over the railway shall be constructed by and at the expense of the Company of

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stone brick or iron at the option and to the reasonable satisfaction in all things of the Blackburn Corporation and shall from time to time be maintained and repaired by the Company at the like expense and whenever and so often as the Blackburn Corporation may require the Company shall at the like expense enlarge and widen the same bridges or either of them so as to enable the Blackburn Corporation to widen add to or enlarge and that by means of additional pipes or otherwise the sewage aqueduct or the Bowland main as the case may require The Blackburn Corporation shall have in perpetuity by virtue of this Act the right to the sole and exclusive user of the said bridges for the purposes as the case may be of the sewage aqueduct and the Bowland main and the Company shall in the construction of the said bridges provide proper and sufficient iron gates at each end of each bridge with proper locks and keys to the reasonable satisfaction in all things of the Blackburn Corporation and the Company shall at the like expense maintain and repair such gates and locks and the keys applicable thereto shall be deposited with and kept by the Blackburn Corporation.

(12) With respect to the bridges herein-before mentioned for carrying the sewage aqueduct and the Bowland main respectively over the railway and with respect to the diversion of the sewage aqueduct and the Bowland main or either of them over the railway the following provisions shall have effect namely :—

(a) Before commencing the construction of a bridge the Company shall give notice to the Blackburn Corporation of the intention of the Company to commence the construction thereof and shall furnish the Blackburn Corporation with full and detailed plans and sections thereof and of the proposed diversion of the sewage aqueduct or the Bowland main as the case may be and the Company shall not commence the construction of such bridge until the plans and sections thereof and of the said proposed diversion shall have been approved by the Blackburn Corporation such approval to be signified in writing under the hand of the town clerk for the time being of the borough of Blackburn and in the event of the Blackburn Corporation failing for twenty-eight days after the delivery to them of the said plans and sections as aforesaid to approve or disapprove of the same they shall be deemed

to have approved thereof and any such disapproval shall be signified in manner aforesaid and sent by post addressed to the secretary for the time being of the Company at the Company's principal office.

(b) Neither the sewage aqueduct nor the Bowland main shall be in any way interfered with until the bridge for carrying such aqueduct or main as the case may be over the railway shall have been erected and completed to the reasonable satisfaction of the Blackburn Corporation to be signified in writing in manner aforesaid.

(c) The work of diverting the sewage aqueduct and the Bowland main from their present positions shall in each instance be executed by the Blackburn Corporation with such materials and in such manner generally as the Blackburn Corporation shall in their discretion think fit when and so soon as the Blackburn Corporation shall have approved of the bridge to carry the said aqueduct or main as the case may be but at the expense in all things of the Company and the Company shall if required by the Blackburn Corporation and as a condition precedent to the right of the Company to require the diversion deposit with the Blackburn Corporation such a sum of money as the engineer for the time being of the Blackburn Corporation may reasonably estimate to be the cost to be incurred by them in making the diversion required and if any sum of money so deposited prove insufficient to defray the cost of the diversion the Company shall on demand pay to the Blackburn Corporation the balance of any cost which the Blackburn Corporation may incur and if any sum of money so deposited prove more than sufficient to defray the cost of the diversion the Blackburn Corporation shall repay the balance to the Company and any balance as aforesaid payable either to or by the Blackburn Corporation may be recovered in any court of competent jurisdiction by the Blackburn Corporation or the Company as the case may be. Provided that for the purposes hereof the construction and connexion with the Bowland main of the scour pipe to be added to the Bowland main as herein-before mentioned shall be deemed to be part of the diversion of that main.

(13) If at any time by reason of the bursting of any portion of the Bowland main or of the sewage aqueduct or if at any time from any cause other than wilful negligence on the part of the

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Blackburn Corporation their servants and workmen injury or damage is caused or ensues to the railway or to the bridge carrying the Bowland main or the sewage aqueduct as the case may be over the railway the Blackburn Corporation shall not be liable to reinstate or restore the railway or to make good any damage thereto nor shall the Blackburn Corporation be liable to pay any compensation to the Company or to any person or persons travelling upon or otherwise using or being upon the railway for any loss cost or damage which the Company or any such person or persons may suffer pay or sustain in the premises Provided always that in the event of either of the said bridges being injured or damaged from any cause other than as aforesaid the Company shall forthwith and at their own expense reinstate restore and make good such bridge to the reasonable satisfaction in all things of the Blackburn Corporation.

(14) In the event of the Company failing at any time to carry out any work of restoration or reinstatement or to execute any repairs or to execute any widening or enlargement of any bridge which in pursuance of the provisions herein contained the Company at their own expense are or can be required to carry out or to execute whenever and as required by the Blackburn Corporation the Blackburn Corporation may after seven days' notice of their intention given under the hand of the town clerk for the time being of the borough of Blackburn and sent by post addressed to the secretary for the time being of the Company at their principal office themselves carry out or execute any such work and may recover from the Company the cost which the Blackburn Corporation may thereby incur with full costs of suit in any court of competent jurisdiction Provided that in any case of emergency it shall not be necessary for the Blackburn Corporation to give the notice aforesaid as a condition precedent to their right to carry out or execute any such work and to recover the cost as aforesaid.

(15) If the Company make default in complying with any of the requirements or restrictions of this section they shall (in addition to any other compensation which they may be liable to make under the provisions of this Act) make full compensation to the Blackburn Corporation for any loss or damage which the Blackburn Corporation may incur by reason of such default and in addition thereto they shall be liable to a penalty not exceeding ten pounds for every such default and in case of a continuing offence to a further penalty not exceeding five

pounds for every day after the first day during which such default continues and such penalties shall be recoverable in manner provided for the recovery of penalties by the Railways Clauses Consolidation Act 1845 and notwithstanding anything in the last mentioned Act contained any penalty or penalties which may be imposed upon the Company under the provisions herein contained shall be paid to the Blackburn Corporation Provided that the Company shall not be subject to any such penalties as aforesaid if the court having cognizance of the case is of opinion that the case was one of emergency and that the Company complied with the requirements of this section so far as was reasonable under the circumstances.

(16) Subject to the provisions of this Act nothing in this Act contained shall be deemed to lessen prejudice or interfere with any of the rights or powers of the Blackburn Corporation to maintain renew repair widen or enlarge whether by means of additional pipes or otherwise the sewage aqueduct and the Bowland main or to prejudice or interfere with any easement acquired by the Blackburn Corporation or with any statutory right or duty of the Blackburn Corporation in relation to the farms the sewage aqueduct and the Bowland main or any or either of them or in any way to prejudice or interfere with the rights powers and duties of the Blackburn Corporation.

(17) Every amount to be paid by the Company to the Blackburn Corporation for land taken used purchased or acquired and for compensation for damage or injury or otherwise howsoever shall from time to time be settled in case of difference by an engineer to be appointed on the application of either party by the president for the time being of the Institution of Civil Engineers and the costs of every such reference and of ascertaining the amount to be paid shall be borne and paid as if the amount had been ascertained in accordance with the provisions of the Lands Clauses Consolidation Act 1845 and any difference which may at any time arise between the Company and the Blackburn Corporation touching any of the provisions of this section or anything to be done or not to be done thereunder shall from time to time be settled in like manner and the costs of every such reference shall be borne and paid as the referee shall direct.

50. The following provisions for the benefit of the mayor aldermen and burgesses of the borough of Keighley in the West Riding of the county of York (in this section referred to as "the Corporation") and for the protection of the waterworks constructed

For the protection of the Keighley Corporation.

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1. All works authorised by this Act in any way affecting the waterworks constructed under or authorised by the Acts of 1869 and 1872 shall be executed according to plans and sections to be previously submitted to and approved of by the Corporation and under the superintendence and to the reasonable satisfaction of their engineer and the Company shall comply with all reasonable requirements of such engineer in regard to such construction and shall execute such works and take all such steps and adopt all such measures both during the construction of the railway and thereafter for preventing any injury to such waterworks or any diminution in the springs streams and waters which the Corporation are authorised to take as the Corporation shall reasonably require.
2. In constructing Railway No. 3 the Company shall not deviate from the lines shown upon the deposited plans to the northward between the points A and B and to the southward between the points B and E as shown on the map signed by George Burr on behalf of the Corporation and by William Henry Land on behalf of the Company nor deviate from the deposited sections between the corresponding points without the written consent of the Corporation under their common seal.

The Company in constructing the railway across the Sladen Valley shall deviate the same to the extent shown upon the said map by a dotted red line between the points marked C and D.

3. The Corporation shall be at liberty forthwith or at any time before the Company shall commence to construct the railway or works in the townships of Trawden and Haworth to erect and maintain at such places on the River Worth above the overflow or byewash of the Water Sheddles reservoir of the Corporation and at such places on the tributaries of the said River Worth where the Corporation are empowered to abstract impound or divert water therefrom as they the Corporation may in their absolute discretion select suitable measuring gauges for the purpose of indicating the quantities of water which flow from the said streams and from any springs into the waterworks of the Corporation and the

register of such gauges shall be primâ facie evidence of the quantity of water passing along such streams. A.D. 1890.

4. Nothing in this Act contained shall authorise the Company to take intercept or diminish either directly or indirectly by percolation or otherwise any of the springs streams or waters flowing into the waterworks of the Corporation already constructed or which would flow into any of their authorised waterworks if constructed.
5. And nothing in this Act shall authorise the Company either directly or indirectly to injure or prejudicially affect the reservoirs embankments catchwaters weirs sluices pipes and other waterworks of the Corporation already constructed or authorised to be constructed by the Corporation.
6. If during or at any time after the construction of the railway and works by this Act authorised any of the springs streams or water which the Corporation are authorised to take or impound by their existing or authorised waterworks shall by reason of any act or default of the Company be diverted intercepted or diminished or any of their reservoirs or other waterworks shall be injured or injuriously affected or if the Corporation shall have reasonable grounds for apprehending any such diversion interception or diminution or injury as aforesaid the Company shall forthwith at the request of the Corporation but at the cost of the Company execute such works and take all such steps and adopt all such measures as the Corporation may reasonably consider necessary to prevent or make good any such diversion interception and diminution or injury as aforesaid and to repair reinstate and make good any works which may have been so injured.
7. In case it is not practicable for the Company to effect such full restoration making good and reinstatement of waters or works referred to in the preceding sub-sections the Corporation shall be entitled to full compensation in money to be paid by the Company for any loss or injury which the Corporation may sustain by reason of such loss or injury the amount of such compensation in case of difference to be determined by arbitration as herein-after provided.
8. The Company shall at their own expense lay down suitable conduits and such other works which may be necessary for the purpose of conveying to and shall discharge into the Water Sheddles reservoir of the Corporation all such springs streams and waters as they may find in constructing their

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railway between the points marked A and B on the said map They shall also at their own expense lay down suitable conduits and such other works which may be necessary for the purpose of conveying to and discharge into streams flowing into the Ponden reservoir of the Corporation all such springs streams and waters as they may find in constructing their railway and works between the points marked B and E on the said map But so nevertheless that this section shall not authorise the Company to divert into the Ponden reservoir any waters which now flow or which the Corporation are empowered to convey by their existing conduit and discharge into the Water Sheddles reservoir and that such water shall be conveyed and discharged by the Company into the Water Sheddles reservoir. And the Company shall also at their own expense lay down suitable conduits and such other works which may be necessary for the purpose of conveying to and shall discharge into the streams now flowing into the site of the proposed Bully Trees reservoir which the Corporation are authorised to construct in the Sladen Valley all such springs streams and waters as the Company may find in constructing their railway between the points F and G on the said map and they shall also at their own expense lay down suitable conduits and such other works which may be necessary for the purpose of conveying water and shall discharge into the streams now flowing into the site of the proposed Lower Lathe reservoir which the Corporation are also authorised to construct in the last mentioned valley all such springs streams and waters as the Company may find in constructing their railway between the points G and H on the said map Provided that the Corporation shall be at liberty to refuse to take into their waterworks any springs streams or waters which they may deem to be injurious or unsuitable.

9. Nothing in this Act shall be deemed to prejudice or affect the right of the Corporation to make the reservoirs and execute the works in the Sladen Valley authorised by the Act of 1869 and nothing in this Act contained shall be deemed to authorise any work which would prevent or interfere with so as to injuriously affect the construction either directly or indirectly of the said waterworks nor shall the Corporation be required to sell any lands or easements which they may deem essential to or in derogation of their own rights in connexion with the authorised waterworks

in the Sladen Valley except so far as necessary for the construction of the railway. A.D. 1890.

10. The Company shall not oppose any application by the Corporation for an extension of time for the construction of waterworks already or hereafter to be authorised or for the taking and appropriation of new gathering grounds.
11. Whereas the Corporation contemplate obtaining compulsory powers to deviate their intended main pipe (Work No. 7 in the Act of 1869) from the Bully Trees reservoir (Work No. 5) so that the same may be carried at a lower level and nearer to the River Worth than the existing highway from Stanbury to Haworth Therefore the Company shall not oppose any such application and shall afford all reasonable facilities to the Corporation for the carrying out of such intended deviation.
12. In constructing the railway along and across the Sladen Valley the Company shall make full and ample provision in all respects for the reasonable requirements of the Corporation in regard to the execution of their authorised works in that valley and shall make full compensation in money to the Corporation for any additional cost which they may be put to in constructing such waterworks by reason of the construction of the railway.
13. The Company their contractors servants and workmen shall while constructing the railway and works by this Act authorised and afterwards adopt all reasonable and proper precautions for preventing the fouling of the waters belonging to the Corporation or which they are authorised to take.
14. So long as the Corporation shall use due diligence and reasonable care in constructing completing and maintaining their intended waterworks in the Sladen Valley and in maintaining their existing waterworks in the Worth Valley the Company shall not be entitled to any compensation whatsoever by reason of any damage to their railway and other works and property in consequence of any giving way subsidence or other damage therein or thereto in consequence of the construction completion or maintenance of the said waterworks nor in consequence of the bursting leakage or giving way of the reservoirs embankments or other works of the Corporation and to this end the Company shall not be deemed to be persons within the meaning of section 42 of the Act of 1869.

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15. By way of guarantee for the effectual carrying out by the Company of the provisions of this section but without prejudice to and so as not to lessen or diminish the liabilities and obligations of the Company imposed upon them by the preceding sub-sections they shall before commencing to construct the railway within the townships of Haworth and Trawden or either of them deposit in some bank to be named by the Corporation in the joint names of the treasurer for the time being of the Corporation and of some person to be nominated by the Company for that purpose the sum of ten thousand pounds which sum shall be held by the said two persons upon trust to make good thereout from time to time such costs damages and expenses as the Corporation may incur or be put to by reason of any breach neglect or deviation whether wilful or accidental on the part of the Company in carrying into effect this section All interest which may be allowed by the bank in respect of the said deposit shall be paid from time to time to the Company so long as there shall be no such breach neglect or deviation as aforesaid Provided that after the expiration of twelve months from the completion of the railway in the townships of Trawden and Haworth and in case there shall be no breach neglect or deviation as aforesaid on the part of the Company then existing or remaining unsatisfied any balance then standing in the bank to the credit of the persons herein-before in this sub-section named shall be paid to the Company but without prejudice to the performance and observance of any obligations or engagements to and with the Corporation to which the Company may still remain liable under the provisions herein-before contained.
16. All the legal engineering and other costs already or hereafter to be incurred by the Corporation in the negotiation for and the completion of the terms of arrangement embodied in this section and in respect of all proceedings in Parliament for obtaining the insertion and for supporting this section in the Bill for this Act as also all costs from time to time incurred by the Corporation in constructing maintaining and keeping the register of the gauges referred to in sub-section 3 until the period fixed for the return of the deposit provided for in sub-section 15 shall be paid by the Company.
17. The Company shall construct and complete Railway No. 13 within two years from the completion of Railway No. 3.

18. The Corporation and the Company may agree by writing under the common seal of both bodies for any variation or alteration in the provisions of this section or in the works in this section provided for or in the manner in which the same shall be executed. A.D. 1890.

19. Any difference which may arise between the Corporation and the Company under this section or with reference thereto shall be from time to time determined and settled by a single arbitrator and such arbitration shall be carried out in accordance with the Arbitration Act 1889.

51. For the protection of John Hargreaves or other the owner or owners for the time being of the Whalley Abbey estate in the parish of Whalley in the county of Lancaster all of whom are in this section included in the expression "the owner" the following provisions shall have effect (that is to say):— For the protection of John Hargreaves and others.

(1) The Company shall not in the construction of the Railway No. 1 by this Act authorised through the estate of the owner deviate from the centre line thereof as shown on the deposited plans to a greater extent than twenty feet from such centre line.

(2) The Company shall build a bridge in the embankment to be constructed to carry the said railway through the estate of the owner with proper approaches thereto as a means of communication between the lands of the owner on the north and south sides of the said embankment.

(3) The said bridge shall have a clear height of not less than fourteen feet and a clear width of not less than fifteen feet between the piers and shall be built at a point on the land of the owner about 100 yards or thereabouts from the point where the centre line of the said railway will cross the western boundary of the said land and the exact position of such bridge shall be finally determined by the agent of the owner at the time of the construction of the said embankment. The Company shall also erect and fix a gate with posts and fastenings on the north and south sides of such bridge in line with the boundary fences on each side of the said embankment and connected with such boundary fences by proper fencing to prevent cattle from congregating under the said bridge. The ground space between the said two gates on the north and south sides of the said embankment shall be paved with stone setts on a good foundation and the said gates posts fastenings paving and all fencing connecting the gates with the embank-

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ment fencing shall for ever hereafter be repaired and maintained by the Company.

- (4) The Company shall construct a main drain along the foot of the north boundary or side of the said embankment from the point where the centre line of the said railway will cross the eastern boundary of the said land where the same adjoins the highway leading from Whalley to Mitton Bridge to the said bridge and thence beneath the paved ground space under the said bridge and so forward to the cattle watering trough now existing on land belonging or reputed to belong to the owner to the south of the said embankment. The position, depth and size of the tiles for such main drain shall be determined by the agent of the owner and the said main drain shall be for ever hereafter maintained and kept open and repaired by the Company.
- (5) The owner and the Company may enter into and carry into effect agreements for any variation in the works to be done under this section or the mode of executing the same.
- (6) Any difference which may arise between the owner and the Company as to the true intent and meaning of any of the provisions of this section relating to the construction of the said railway through the estate of the owner shall be determined in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For the protection of Sir John Thursby.

52. Notwithstanding anything in this Act contained it shall not be lawful for the Company except by agreement with the owner thereof for the time being to enter upon take use or otherwise interfere with any of the lands or property numbered on the deposited plans 940 to 949F both inclusive in the parish of Whalley in the county of Lancaster.

For the protection of the owner of the Balderstone Grange estate.

53. Notwithstanding anything in this Act contained it shall not be lawful for the Company otherwise than by agreement with the owner thereof for the time being to enter upon take use or otherwise interfere with any of the lands forming part of the Balderstone Grange estate situate in the parish of Blackburn in the county of Lancaster except the field numbered on the deposited plans 424 in that parish.

For the protection of the county council of

54. Whereas the county council for the county palatine of Lancaster (in this section called "the county council") has jurisdiction over and is entrusted with powers and duties for the

maintenance repair improvement and enlargement of and other dealings with the main roads within the said county : A.D. 1890.

Therefore the following provisions for the protection of the said council shall apply and notwithstanding anything contained in this Act or shown on the deposited plans and sections shall unless otherwise agreed between the county council and the Company have effect (that is to say) :—

the county
palatine of
Lancaster.

- (1) All bridges to be constructed by the Company for carrying their railway over any main road in the said county shall have a clear height of not less than 16 feet above the crown of the road for a space of 12 feet and a clear height at the springing of the arch of not less than 12 feet and shall except as by this Act otherwise provided with respect to the bridge for carrying the railway over the road numbered on the deposited plans 96 in the parish of Blackburn have a clear span of the entire width of any such main road between the fences.
- (2) The inclination made in any main road in order to carry the same under any railway bridge shall not be more than one foot in thirty and the whole length of the road beneath the arch shall be level.
- (3) The Company shall in all cases construct a carriage-way under such bridge co-extensive with the abutments and wing walls and a footway on either side of such carriage-way of 6 feet each in width.
- (4) The carriage-ways shall be paved with setts where they are now paved with setts and where metalled shall be metalled with limestone or slag and the footways shall be kerbed with kerbstones 6 inches in width and the surface formed of gravel.
- (5) Every bridge to be erected for carrying any main road over the railway shall be built in conformity with the following regulations viz. :—
 - (a) The length of the arch shall be of the entire width of the main road and shall have on each side of the road a parapet wall of 4 feet 6 inches in height over the ends of the arch.
 - (b) A good and sufficient fence on each side of the immediate approaches of such bridge of not less than four feet in height shall be constructed.
 - (c) The road over the bridge and approaches shall not in any case be of a less width than the width of the present main road.

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- (d) The inclination of the approaches shall not be more than one foot in thirty feet.
- (e) The carriage-way over the railway arch shall be paved with setts where they are now paved with setts and where metalled shall be metalled with limestone or slag and the footways kerbed and flagged.
- (6) The carriage-ways and footways under and over all such bridges shall be properly and effectually drained.
- (7) All such bridges shall be constructed water-tight.
- (8) A proper and sufficient fence not less than 4 feet 6 inches in height shall be constructed along the tops of the slopes on each side of the road diverted under the powers of this Act.
- (9) No interference with any main road shall take place until twelve days' notice of the intention to interfere with such road has been given to the surveyor of the county council and all works affecting or interfering with any such road shall be constructed under the superintendence and to the reasonable satisfaction of such surveyor.
- (10) Any dispute or difference which may arise between the county council and the Company under this section shall be settled by arbitration in manner provided for by the Railways Clauses Consolidation Act 1845.

For the protection of the Walton-le-Dale Local Board.

55. For the protection of the local board of Walton-le-Dale (herein-after in this section called "the Walton Local Board") the following provisions shall have effect (that is to say):—

1. The footway numbered on the deposited plans 26 in the parish of Blackburn shall be carried under the railway by a bridge constructed at right angles to the railway and not less than 8 feet high and 6 feet span and the Company shall not except with the consent of the Walton Local Board alter the present level of such footway.
2. The Company shall construct the bridge for carrying the railway over the road numbered on the deposited plans 31 in the parish of Blackburn of a height of not less than 15 feet and with a span of not less than 36 feet measured at right angles to the road.
3. The Company shall not alter the level of the road numbered on the deposited plans 50 in the parish of Blackburn.
4. The Company shall not alter the level of the road numbered on the deposited plans 96 in the parish of Blackburn and shall construct the bridge for carrying the railway over such road of a height of not less than 16 feet and in three spans the centre span being of a width not less than the existing

width of the carriage-way of the road at the point of crossing and the side spans respectively being of a width not less than the width between the piers supporting the centre span and the present fence line of the road.

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56. The Company shall for the protection and continuance of the water supply appertaining to the hereditaments known as Woodfield Mill with its appurtenances situate at Cullingworth in the parish of Bingley in the county of York provide and permanently maintain proper conduits for all such feeders and tributaries of the watercourse known as Sugden Beck (which beck forms the said water supply) as shall in any way be intersected or interfered with by the railway in such a manner as to conduct all waters which have hitherto usually flowed in and through the said feeders and tributaries so as to discharge the same into the said Sugden Beck. Such conduits shall be so constructed and permanently maintained as to collect all the said waters and to carry and discharge the same without any leakage or diminution :

For the protection of the water supply to Woodfield Mill.

If the Company fails to provide construct or to maintain such conduits as aforesaid or does or causes or permits to be done any act or thing whereby the said water supply shall be in any way diminished or deteriorated the owners and occupiers for the time being of the said Woodfield Mill and its appurtenances shall be entitled to compensation for any damage sustained by them or any of them in consequence thereof.

57. For the protection of Henry Wilson Worsley Taylor of Moreton Hall in the parish of Whalley in the county of Lancaster his heirs sequels in estate and assigns (all of which said persons respectively are herein-after referred to as "the owners") the following provisions shall have effect viz. :—

For the protection of H. W. Worsley Taylor and others.

- (1) The Company shall not at any time either during the construction of the railways or works by this Act authorised or afterwards prejudicially affect as to quantity quality or storage any water now or heretofore passing or which but for the said railways or works might or would have passed whether in defined channels or by percolation or otherwise howsoever from or through any of the lands in or through which the railways or works by this Act authorised are constructed or any lands adjoining or near or draining thereto to any lands of the owners and shall deliver all such water as aforesaid to the lands or works of the owners in such manner and at such points and levels as the owners shall reasonably require.

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- (2) The Company shall construct and for ever maintain all such works and do all such things as shall be necessary to carry out the provisions aforesaid.
- (3) All necessary plans of such works as aforesaid shall be sent to the owners two clear months before the same are begun and all such works shall be constructed to their reasonable satisfaction.
- (4) The owners and their agents may at all reasonable times enter upon and inspect any lands or works of the Company to ascertain whether the provisions herein-before contained have been or are being complied with.
- (5) If the Company fail to carry out any of the provisions aforesaid the owners may carry out the same and the Company shall upon demand pay to the owners all costs reasonably incurred by them in connexion therewith.
- (6) The Company shall from time to time make full compensation to the owners for all loss damage or inconvenience which may accrue to them by reason of the non-performance of any of the provisions aforesaid.
- (7) Any difference between the owners and the Company respecting this section or arising thereout or relating to any of the matters therein provided for shall be referred to and determined by a single arbitrator to be appointed in case of difference on the application of either party by the president for the time being of the Institute of Civil Engineers but save as expressly varied by this section such arbitration shall be held and conducted in accordance with the Railway Companies Arbitration Act 1859 which shall be deemed to apply as if the owners were a railway company within the meaning of that Act and every question or matter so referred shall be deemed to be a difference between the owners and the Company and this section shall have effect as an agreement between the owners and the Company for arbitration under that Act and the submission to arbitration may be made an order of the High Court on an application to any division or judge thereof.
- (8) The Company shall from time to time pay all costs (as between solicitor and client) and expenses reasonably incurred by the owners of and in relation to this section and all or any of the matters therein provided for.

Deposit money not to be repaid

58. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her

present Majesty chapter twenty a sum of eighty-six thousand three hundred and seventy-six pounds two and three-quarters per centum consolidated stock being five per centum upon the amount of the estimate in respect of the railway has been transferred into the name of the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act which sum is referred to in this Act as the deposit fund Be it enacted that notwithstanding anything contained in the said Act the deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them which person survivors or survivor are or is in this Act referred to as the depositors unless the Company shall previously to the expiration of the period limited by this Act for completion of the railway open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

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except so far
as railway
opened.

59. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and

Application
of deposit.

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Period for completion of works.

60. If the railway is 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 except as to so much thereof as is then completed.

Tolls.

61. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following (that is to say) :—

For passengers and animals.

In respect of passengers and animals conveyed on the railway :—

For every person conveyed in or upon any carriage the sum of two pence per mile and if conveyed in or upon any carriage belonging to the Company an additional sum of one penny per mile ;

For every horse mule or other beast of draught or burden three pence per mile and if conveyed in or upon any carriage belonging to the Company an additional sum of one penny per mile ;

For every ox cow bull or head of neat cattle the sum of two pence per head per mile and if conveyed in carriages belonging to the Company an additional sum of one penny per mile ;

For every calf pig sheep lamb and other small animal one penny each per mile and if conveyed in carriages belonging to the Company an additional sum of one halfpenny per mile :

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In respect of goods conveyed on the railway :—

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For all coal slack coke culm charcoal cannel limestone chalk lime salt sand fire-clay cinders ashes dung compost and all sorts of manure and all undressed materials for the repair of public roads or highways per ton per mile not exceeding one penny and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny ;

For goods.

For all ironstone iron ore pig iron bar iron rod iron sheet iron hoop iron plates of iron slabs billets and rolled iron bricks slag and stone stones for building pitching and paving tiles slates and clay (except fire-clay) and for wrought iron not otherwise specifically classed herein and for heavy iron castings including railway chairs per ton per mile not exceeding two pence and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one halfpenny ;

For all sugar grain corn flour hides dyewoods Manchester packs earthenware timber staves deals and metals (except iron) nails anvils vices and chains iron hurdles and for light iron castings per ton per mile not exceeding two pence and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny ;

For cotton and other wools drugs rags and manufactured goods and all other wares merchandise fish articles matters or things per ton per mile not exceeding three pence and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny :

In respect of carriages conveyed on the railway :—

For car-
riages.

For every carriage of whatever description not being a carriage adapted and used for travelling on a railway and not weighing more than one ton carried or conveyed on a truck or platform belonging to the Company not exceeding six pence per mile and one penny half penny per mile for every additional quarter of a ton which any such carriage may weigh.

62. The tolls which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal or for each ton of goods in addition to the several other tolls or sums by this Act authorised to be taken.

Tolls for
propelling
power.

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Regulations
as to tolls.
Short
distances.
Fractional
parts of a
mile.
Fractional
parts of a
ton.
General
weight.
Weight of
stone and
timber.
Tolls for
small parcels
and single
articles of
great weight.
- 63.** The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say) :—
- For all passengers animals or goods conveyed on the railway for a less distance than three miles the Company may demand tolls and charges as for three miles ;
- For a fraction of a mile beyond three miles or beyond any greater number of miles the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile ;
- For a fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton ;
- With respect to all articles except stone and timber the weight shall be determined according to the usual imperial avoirdupois weight ;
- With respect to stone and timber fourteen cubic feet of stone forty cubic feet of oak mahogany teak beech or ash and fifty cubic feet of any other timber shall be deemed one ton weight and so in proportion for any smaller quantity.
- 64.** With respect to small parcels not exceeding five hundred pounds in weight and single articles of great weight notwithstanding anything in this Act the Company may demand and take any tolls not exceeding the following (that is to say) :—
- For the carriage of small parcels on the railways :—
- For any parcel not exceeding seven pounds in weight three pence ;
- For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight five pence ;
- For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight seven pence ;
- For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight nine pence ;
- For any parcel exceeding fifty-six pounds and not exceeding one hundred pounds in weight one shilling and sixpence and for every additional one hundred pounds in weight up to five hundred pounds in weight nine pence :

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single articles in separate packages: A.D. 1890.

For the carriage of single articles of great weight on the railways:—

For the carriage of any single article the weight of which including the carriage exceeds four tons but does not exceed eight tons the Company may demand and take any sum not exceeding six pence per ton per mile;

For the carriage of any single article the weight of which including the carriage exceeds eight tons the Company may demand and take any sum they think fit.

65. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railways including the tolls for the use of the railways and for carriages and locomotive power and every other expense incidental to such conveyance shall not exceed the following (that is to say):— Maximum rates for passengers.

For every passenger conveyed in a first class carriage the sum of three pence per mile;

For every passenger conveyed in a second class carriage the sum of two pence per mile;

For every passenger conveyed in a third class carriage the sum of one penny per mile.

66. The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railways including the tolls for the use of the railways and for waggons or trucks and locomotive power and for every other expense incidental to the conveyance (except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier where any such service is performed by the Company) shall not exceed the following sums (that is to say):— Maximum rates for animals and goods.

For every horse mule or other beast of draught or burden four pence per mile;

For cattle three pence per head per mile;

For calves pigs sheep and small animals three farthings per head per mile;

For all coal coke and other articles herein-before classed therewith one penny halfpenny per ton per mile;

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For all iron and other articles herein-before classed therewith twopence halfpenny per ton per mile ;

For all sugar grain and other articles herein-before classed therewith three pence halfpenny per ton per mile ;

For all cotton and other articles herein-before classed therewith fourpence per ton per mile ;

And for every carriage of whatever description not being a carriage adapted and used for travelling on a railway and not weighing more than one ton carried or conveyed on a truck or platform per mile sixpence and one penny halfpenny for every additional quarter of a ton which such carriage may weigh.

Tolls for separate waggons.

67. Provided also that when a separate waggon or truck shall be retained by one person for the conveyance only of cattle or sheep belonging to him or under his charge the aggregate of the tolls to be paid for such waggon or truck capable of containing six oxen or twenty-five sheep and not containing more than that number shall not exceed ninepence per mile.

Passengers' luggage.

68. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first class passengers one hundred pounds in weight for second class passengers and sixty pounds in weight for third class passengers without any charge being made for the carriage thereof.

Defining terminal station.

69. No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee.

Foregoing charges not to apply to special trains.

70. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Company may take increased charges by agreement.

71. Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance on the railways of animals or goods of any description by agreement with the owners or persons in charge thereof either by reason of any special service performed by the Company in relation thereto or in respect of the conveyance of animals or goods (other than small parcels) by passenger trains.

72. The Company on the one hand and the West Lancashire Railway Company and the Manchester Sheffield and Lincolnshire Railway Company or one of those companies (herein-after referred to as "the working companies") on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 from time to time enter into and carry into effect agreements with respect to the following purposes or any of them (that is to say) :—

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—
Agreements
with other
Companies.

The management use working and maintenance by any or either of the contracting companies of the railway and works of the Company or any part or parts thereof respectively ;

The supply during the continuance and for the purposes of any agreement for the working or use of the railway by the working companies or one of them of any rolling or working stock and of officers and servants necessary for the conduct of the traffic on such railway ;

The payments to be made and the conditions to be performed with respect to the matters aforesaid ;

The interchange accommodation conveyance and delivery of the traffic coming from or destined for the respective undertakings of the contracting companies ;

The fixing and division between the contracting companies of the receipts arising from such traffic ;

The payments allowances rebates and drawbacks to be paid made or allowed by any or either of the contracting companies to the other or others of them for or on account of any of the matters to which the respective agreement relates.

73. Nothing in any agreement made under the authority of this Act shall affect the rights of Her Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is worked by the companies mentioned in the last preceding section or any one or more of such companies and as freely and fully in all respects as he was entitled to do before the making of any such agreement.

Saving for
Postmaster-
General.

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Powers to
run over and
use portion
of West
Lancashire
Railway.

74. The Company and all other companies lawfully using the railway may run over and use with their engines and carriages and their officers and servants and for the purpose of traffic of every description the portion of railway station and works following (that is to say) :—

So much of the railway of the West Lancashire Railway Company as lies between the junction therewith of Railway No. 1 by this Act authorised and the Preston Station of that company including that station :

Together with the platforms sidings roads booking and other offices warehouses sheds landing-places watering-places water supplies signals junctions points works conveniences and appliances on or connected with the said portion of railway station and works respectively and the company owning or working the said portion of railway station and works shall afford all requisite facilities for the purpose.

Payment for
running over
and user of
portion of
West Lanca-
shire Rail-
way.

75. And whereas the said portion of railway station and works comprise the most costly portion of the West Lancashire Railway including an expensive bridge over the River Ribble at Preston and it has therefore been agreed that the Company and such other companies as aforesaid shall make to the West Lancashire Railway Company an additional payment in respect of their running over and user of the said portion of railway station and works including such bridge over and above the payments which they will have to make under the provisions of section 76 of this Act Now it is therefore enacted and be it enacted as follows The Company and such other companies as aforesaid shall pay to the West Lancashire Railway Company or any railway company for the time being working and using the said West Lancashire Railway in respect of all traffic carried by them over the said portion of railway as aforesaid for Preston or stations on the Blackpool Railway as authorised by the Blackpool Railway Act 1884 or any extension thereof a mileage proportion of the gross receipts for the whole distance traversed by such traffic after deducting Government duty the usual Clearing House terminals on through traffic paid ons and paid outs and other usual and recognised deductions Provided that in calculating the gross mileage proportion aforesaid the distance so traversed by the said Company or companies shall be computed as such distance beyond the actual distance over the railway of the said West Lancashire Railway Company as shall be agreed upon between the companies interested or as failing agreement between them shall be determined by an arbitrator to be appointed in manner provided by the Railway Companies Arbitration Act 1859 :

Monthly accounts of all traffic conveyed by them over the West Lancashire Railway shall be rendered and each of the aforesaid companies shall keep all such accounts and vouchers as may be necessary to show the items comprised in and verify the accounts so rendered and permit the directors and secretary of the West Lancashire Railway Company or some person specially appointed by them for that purpose to inspect and transcribe such accounts and vouchers at all reasonable times: A.D. 1890.

Any difference between the West Lancashire Railway Company and the Company or any other company or persons in regard to the amount or proportion of gross receipts to be allowed and paid to the West Lancashire Railway Company or arising out of this section shall be from time to time referred to and settled by an arbitrator to be appointed in manner provided by the Railway Companies Arbitration Act 1859.

76. The terms and conditions on which the Company and such other companies as aforesaid shall be entitled to run over and use the said portion of railway station and works respectively and the works and conveniences connected therewith shall in addition to such last mentioned payment be such terms and conditions as may from time to time be agreed on between the companies interested or as failing agreement between them are from time to time determined by arbitration in accordance with the Railway Companies Arbitration Act 1859. Further terms and conditions^d for such running over and user.

77. The Company and such other companies as aforesaid may from time to time demand and take for all passengers animals and things conveyed by them on the said portion of railway station and works respectively and for carriages waggons and trucks respectively conveying the same and provided by them and for locomotive engines or other power provided by them and for all services performed by them thereon and for all other matters with respect to traffic thereon a like amount of tolls fares rates or other charges as by the several Acts relating to the said portion of railway station and works respectively are authorised to be demanded and taken for like traffic services and matters thereon respectively and in like manner and with and subject to like powers and provisions and where applicable like limitation of maximum charges in all respects. Tolls on railways and works run over.

78. The Company and such other companies as aforesaid in running over or using the said portion of railway station and works respectively in accordance with the provisions herein-before mentioned shall at all times observe the regulations and byelaws for the time being in force on the portion of railway station and Byelaws to be observed.

A.D. 1890. works so run over and used so far as such byelaws shall be applicable to them.

Tolls on traffic conveyed partly on railway of Company and partly on other railways.

79. Where under the provisions of this Act or of any agreement in pursuance of this Act traffic is conveyed partly on the railway of the Company and partly on the railway of any other company the railway of the Company and the railway of such other company shall for the purposes of short distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Company and partly on the railway of any other company for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the railway of the Company and partly on the railway of any other company.

Application of provisions of Railway and Canal Traffic Act 1888 as to revision of rates.

80. Section 24 of the Railway and Canal Traffic Act 1888 and any enactment which may be passed in the present or any future session of Parliament extending or modifying that enactment shall with any necessary modifications apply to the Company in all respects as if it were one of the companies to which the provisions of the said enactment in terms applied Provided that the time within which the revised schedule of maximum rates and charges prescribed by the said section shall be submitted to the Board of Trade shall be three years from the date of the passing of this Act or such further time as the Board of Trade may permit.

Power to pay interest out of capital during construction.

81. Notwithstanding anything in this Act or in any Act or Acts incorporated therewith contained it shall be lawful for the Company out of any money by this Act authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the railway or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say) :--

(A) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two-thirds at least of the share capital authorised by this Act in

respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same;

- (B) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear;
- (C) The aggregate amount to be so paid for interest shall not exceed two hundred thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid;
- (D) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares;
- (E) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section:

Save as herein-before set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

82. The Company shall not construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals. If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost and charge of the

Works below high-water mark not to be commenced without consent of Board of Trade.

A.D. 1890. — Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable accordingly with costs.

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

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

Provision as to general railway Acts.

84. Nothing in this Act contained shall exempt any company mentioned in this Act or the railways of any such company from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the respective companies.

Costs of Act.

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

[53 & 54 VICT.] *North West Central Railway* [Ch. ccxxviii.]
Act, 1890.

The SCHEDULE referred to in the foregoing Act. A.D. 1890.

LANDS AND BUILDINGS OF WHICH PORTIONS ONLY MAY BE REQUIRED.

| Parish. | Nos. on deposited Plans. |
|--------------------|--------------------------|
| Whalley - - - - - | 75 545a 566a. |
| Bradford - - - - - | 321. |
| Bingley - - - - - | 1 3 137. |

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