



**CHAPTER xcix.**

An Act for conferring further powers on the Lancashire and Yorkshire Railway Company and for other purposes. A.D. 1891.

[3rd July 1891.]

**W**HEREAS it is expedient that the Lancashire and Yorkshire Railway Company (who are hereinafter referred to as "the Company") should be authorised—

To make and maintain the railways and works hereinafter described ; General purposes of Act.

To widen and improve certain portions of their railways ;

To abolish certain level crossings of their railways and otherwise to deal with certain roads and footpaths connected with their undertaking ;

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

To raise capital for the purposes of this Act and also to raise additional capital for the improvement and enlargement of their railways stations and works and the construction of new stations and sidings and for the providing of additional rolling stock and other the general purposes of their undertaking : Additional capital.

And whereas the undertaking of the Preston and Wyre Railway Harbour and Dock Company is vested in the Company and the London and North Western Railway Company (in this Act called "the two Companies") in the proportion of two-third parts thereof in the Company and one-third part thereof in the London and North Western Railway Company (in this Act called "the North Western Company") and the said undertaking is managed by a committee appointed by the two Companies and called "the committee of management" and it is expedient that the two Companies should be empowered to acquire and hold additional lands in connection with the said undertaking :

And whereas it is expedient that the other provisions hereinafter contained should be made :

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A.D. 1891. And whereas the objects of this Act cannot be attained without the authority of Parliament;

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

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

Short title.

1. This Act may be cited as the Lancashire and Yorkshire Railway Act 1891.

Incorporation of general Acts.

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

Extending certain provisions of the Companies Clauses Consolidation Acts.

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

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The conversion of borrowed money into capital ;

The consolidation of shares into stock ;

The making of dividends ;

The giving of notices ; and

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

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

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

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

5. Subject to the provisions of this Act the Company may Power to  
make and maintain in the lines and according to the levels shown  
on the deposited plans and sections the new railways and the  
widening (including in that expression the alteration and the  
improvement of and the laying down of additional lines of rails  
upon) of the portions of railway in this section described with all  
proper stations sidings approaches works and conveniences connected  
therewith and may enter upon take and use such of the lands  
delineated on the deposited plans and described in the deposited  
books of reference as may be required for those purposes and may  
stop up and divert such streets roads and footpaths as are shown on  
the deposited plans of the said new railways and widenings as  
intended to be stopped up or diverted respectively :—

#### NEW RAILWAYS.

(1) A railway (Railway No. 1) 1 mile 1 furlong 1·5 chains in  
length wholly situate in the township of Bury in the parish of  
Bury commencing by a junction with the East Lancashire Railway

A.D. 1891. of the Company at a point about one thousand yards measured along that railway in a south-westerly direction from the centre of the bridge carrying the same railway over the Liverpool and Bury Railway of the Company and terminating by a junction with the railway of the Company at a point about two hundred and sixty yards measured along that railway in an easterly direction from the bridge carrying the occupation road in continuation of Heywood Street over the said last-mentioned railway :

(2) A railway (Railway No. 2) 4 furlongs 6·5 chains in length wholly situate in the township of Rainford in the parish of Prescott commencing by a junction with the said Liverpool and Bury Railway at a point about three hundred and sixty-six yards measured along that railway in a westerly direction from the Victoria Colliery siding cabin and terminating by a junction with the Skelmersdale branch railway of the Company at a point about one hundred and two yards measured along that branch railway in a northerly direction from the bridge carrying the same over Brushey Lane otherwise Bushey Lane :

(3) A railway (Railway No. 4) 1·50 chains in length wholly situate in the township of Salford in the parish of Manchester commencing in the goods yard of the Company near the south-east corner of the warehouse abutting on the west side of Irwell Street and terminating in the goods yard of the Company situate on the north-eastern side of Irwell Street and in connection with the said new railway the Company shall remove the line of rails nearest to Stanley Street and lying and being across Irwell Street and so authorised to be laid down under the powers of the Lancashire and Yorkshire Railway (New Lines and Additional Powers) Act 1871 :

(4) A railway (Railway No. 5) 4 furlongs 1 chain in length wholly situate in the parish of Manchester commencing in the township of Manchester by a junction with the Ardwick branch railway of the Company at the bridge carrying that railway over Bradford Road and terminating in the township of Newton by a junction with the Ashton branch railway of the Company at a point on that railway about twenty-nine yards measured along the same in an easterly direction from the centre of the bridge carrying that railway over Cheetham Road.

## WIDENING AND IMPROVEMENT OF EXISTING RAILWAYS.

### WALTON JUNCTION TO RAINFORD JUNCTION.

(a) The widening of a portion of the said Liverpool and Bury Railway commencing in the township of Walton-on-the-Hill in the

parish of Walton-on-the-Hill at the point of junction of the Liverpool Ormskirk and Preston Railway of the Company with the said Liverpool and Bury Railway and terminating in the township of Rainford in the parish of Prescot by a junction with the last-mentioned railway at a point in the same about fifty-six yards measured along that railway in a south-westerly direction from the junction therewith of the Skelmersdale branch railway of the Company :

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Provided that the Company shall not except with the consent in writing of the trustees of the Walton Park Congregational Church acquire any portion of the property numbered on the deposited plans 8 in the said township of Walton-on-the-Hill.

#### BOLTON AND BLACKBURN RAILWAY AT DARWEN.

The widening and improving of a portion of the Bolton and Blackburn Railway of the Company commencing in the township of Eccleshill at the point of junction of the Huddlesden branch railway of the Company with the first-mentioned railway and terminating in the township of Over Darwen by a junction with the said Bolton and Blackburn railway at a point about fifty-four yards measured along that railway in a south-easterly direction from the centre of the bridge carrying the same railway over Robin Bank Road in Darwen :

Provided always that nothing in this Act contained shall authorise the Company to enter upon take use or interfere with the siding warehouse and works or the approach thereto as the same are now used and enjoyed by Messrs. Potter and Company of the Hollins Paper Mill Darwen and which are referred to in and are the subjects of a certain indenture of lease dated the twenty-second day of November one thousand eight-hundred and sixty-six and made between John Gerald Potter, Doctor Graham, Walmsley Preston, James Huntington and William Snape of the one part and the Company of the other part without the consent in writing of the said parties of the first or one part their heirs successors or assigns owners or occupiers of the said Hollins Paper Mill nor shall anything in this proviso contained affect lessen or prejudice the powers privileges and rights of either of the said parties to the said indenture of lease Provided also that nothing in this Act contained shall authorise the Company to obstruct lessen or interfere with the free flow and passage of any spring or stream of water which now flows or is carried for use at the said Hollins Paper Mill or to obstruct or interfere with any road or right of way at present used or enjoyed by the said Messrs. Potter and Company or the right to use and

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MANCHESTER AND LEEDS EXTENSION RAILWAY. (HUNT'S BANK  
INCLINE.)

The widening and improving of a portion of the Manchester and Leeds Extension Railway of the Company on the southern side thereof in the township and parish of Manchester commencing at the east side of Back St. Michael's Place and terminating at the west side of Bromley Street.

The whole of the foregoing works will be in the county of Lancaster.

MAIN LINE AT THORNHILL.

The widening in the township of Thornhill in the parish of Thornhill in the said west riding of a portion of the main line of railway of the Company commencing at a point about thirty-three yards west of the bridge carrying Dewsbury Road over that railway and terminating by a junction with the same railway at a point about two hundred and ninety yards east of the east junction of the Dewsbury branch railway of the Company with the said main line:

And the Great Northern Railway Company shall have and be entitled to the same powers rights and privileges in respect of the said widening of main line at Thornhill as they now have or are entitled to in respect of the said portion of the said main line so authorised to be widened.

Power to  
cross a road  
on the level.

6. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the new Railway No. 4 carry the same with a single line only across and on the level of the public road numbered on the deposited plans relating to that Railway 3 in the parish of Manchester.

Height and  
span of  
bridges.

7. The Company may make the arches of the bridges for carrying the new railways and widenings over the roads next hereinafter mentioned of any heights and spans not less than the heights and spans hereinafter mentioned in connection therewith respectively (that is to say):—

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No. on Deposited Plan.	Parish.	Description of Road.	Height.	Span.
RAILWAY No. 5.				
10	Manchester - - -	Public - - -	ft. in. 14 2	3 spans ft. in. Two 7 1½ One 24 9
WIDENING WALTON JUNCTION TO RAINFORD JUNCTION.				
187	Walton-on-the-Hill - - -	Public - - -	ft. in. 13 9	ft. in. 25 0
4	Sefton - - -	Public - - -	—	24 6
27	Prescot - - -	Public - - -	15 6	24 10
WIDENING BOLTON AND BLACKBURN RAILWAY AT DARWEN.				
30 } 50 }	Blackburn - - -	Public - - -	ft. in. 13 7	ft. in. 20 2
54	Blackburn - - -	Public - - -	14 5	28 0

8. The new railways and widenings hereinbefore described shall for the purposes of tolls rates and charges and all other purposes whatsoever be part of the Lancashire and Yorkshire Railway.

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

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

Period for completion of railways.

10. If the Company fail to complete the new railways which they are hereinbefore authorised to construct within the period limited by this Act the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the new railway in the completion of which default is made is completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such new railway and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is

Penalty unless railways are opened within the time limited.

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Application  
of penalty.

11. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the new 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 in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent and has been ordered to be wound up or the railway or railways in respect of which the penalty has been incurred or any part thereof have or has been abandoned be paid to such receiver or to the liquidator or liquidators of the Company or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company.

Providing  
for crossing  
of Irwell  
Street.

12. The construction of the Railway No. 4 by this Act authorised shall be subject to the following conditions unless otherwise agreed upon between the Company and the mayor aldermen and burgesses of the borough of Salford (hereinafter referred to as "the Corporation") :—

- (a) There shall not at any time be laid or maintained across Irwell Street more than one double set and two single sets of rails;



- (b) The rails shall be so laid and maintained as that the upper edges thereof shall be upon a level with the surface of the said street ;
- (c) The rails shall be laid in the position shown on a plan signed in duplicate by William Hunt on behalf of the Company and Samuel Brown on behalf of the Corporation and the rails shall be laid down in such a manner as shall be agreed upon between the engineer of the Corporation and the engineer of the Company Provided that if the said two engineers cannot agree as to the method of laying the same down the matter shall be referred to the decision of an engineer to be chosen by the said two engineers or if they cannot agree upon a referee then the matter in dispute shall be decided upon by the president for the time being of the Institution of Civil Engineers or an engineer to be appointed by him ;
- (d) The Company shall not use any other than animal power for moving carriages and waggons across Irwell Street and shall not allow any carriages or waggons to stand on such crossing ;
- (e) Whilst the Company are using the crossing between sunset and sunrise the same shall be lighted as agreed upon between the engineer of the corporation and the engineer of the Company and in case they cannot agree then by the president of the before-mentioned Institution of Civil Engineers or an engineer to be appointed by him and the said lighting shall be at the expense of the Company ;
- (f) Whilst the Company are using the said crossing between sunrise and sunset there shall be constantly a signalman maintained by the Company at or near the corner of Irwell Street and Stanley Street and another at or near the corner of Irwell Street and the approach road or way to the stables of the Company formerly known as Upper Booth Street and it shall be the duty of the said signalmen when any cart or carriage enters or is about to enter that portion of Irwell Street lying between Stanley Street and the said approach road to give warning thereof by effectual signals to the officers and servants of the Company so as to prevent the crossing of Irwell Street by means of the said rails until such cart or carriage shall have passed and it shall be the duty of the Company and its officers and servants to obey such warnings it being the express intention of this enactment that the carts and carriages passing along Irwell Street shall have precedence over the traffic of the railway company using the said crossing If the Company or their officers or servants fail to comply with any of the restrictions

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or regulations herein contained or which may hereafter be made the Company shall for every such default be liable to a penalty not exceeding twenty pounds to be recoverable by the Corporation ;

(g) Before the Company obstruct Irwell Street or any part thereof under the powers of this Act they shall to the satisfaction of the engineer of the corporation provide for the traffic along such street and they shall cause such obstruction to be properly fenced and lighted ;

(h) The Company shall at all times hereafter pave maintain and keep in repair the paving of Irwell Street for a distance of five yards on either side of the said crossing.

For the  
protection of  
the Corpo-  
ration of  
Bury.

**13.** The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Bury in the county of Lancaster (in this section referred to as "the Corporation") shall with reference to the works authorised by this Act to be constructed in the borough of Bury have effect (that is to say) :—

(1) In this section the word "street" shall have the same meaning as that assigned to it by the Public Health Act 1875 "the borough" means the borough of Bury "the town clerk" and "the borough surveyor" mean respectively the town clerk and the surveyor of the borough ;

(2) Before the Company shall break up cross or otherwise interfere with any street within the borough they shall give to the Corporation notice thereof in writing and such notice shall be delivered to the town clerk at his office not less than fourteen days before the works shall be commenced ;

(3) Before the Company shall commence any works within the borough which shall cause any temporary obstruction or diversion of any street or of part of any street such obstruction or diversion shall be reasonably approved of by the borough surveyor and the Company shall before commencing any such works at their own expense make such arrangements for the passage of traffic as the Corporation shall reasonably require ;

(4) Subject to the provisions of this Act the provisions of sections 18 to 23 (both inclusive) of the Railways Clauses Consolidation Act 1845 shall extend and apply to the water and gas mains pipes and apparatus of the Corporation and to the Corporation in respect thereof as though the Corporation were a water and gas company or society except that the provisions of section 20 of the said Act as regards the depth at which mains or pipes shall be laid shall not apply to any bridge over Railway Number 1 authorised by this Act Provided nevertheless that such mains

or pipes shall be laid and covered to the satisfaction of the borough surveyor; A.D. 1891.

- (5) If by reason of the exercise by the Company of any of the powers granted by or under this Act any additional gas mains street lamps water pipes mains sewers or drains or any increased lengths or capacity of such gas mains water mains pipes sewers or drains respectively shall in the opinion of the Corporation be rendered necessary the same shall be respectively provided laid erected and constructed by the Corporation at the cost of the Company;
- (6) If by reason of the exercise by the Company of any powers granted to them under this Act the Corporation shall at any time incur any additional cost in repairing or altering any gas mains water mains pipes or apparatus or any sewer or drain such additional cost shall be repaid by the Company to the Corporation;
- (7) Before the Company interfere with any existing sewer or drain they shall to the reasonable satisfaction of the borough surveyor and in accordance with plans and sections to be previously submitted to and reasonably approved of by the Corporation construct a sufficient substituted sewer or drain and connect the same with the sewer or drain so interfered with The Company shall be responsible for any damage caused to any existing sewer or drain by subsidence or otherwise through their operations;
- (8) If the Company construct any pier abutment or embankment over any sewer or drain or over any gas or water main or pipe the Company shall if so required by the Corporation and to their reasonable satisfaction construct and maintain a good and sufficient culvert thereover so as to afford access thereto for the purpose of relaying or repairs;
- (9) Whenever by the appropriation or destruction of property within the borough by this Act authorised any gas mains water mains pipes or apparatus laid for the supply of such property except pipes inside such property shall be rendered unnecessary the Company shall pay to the Corporation the cost of laying an equivalent length of main pipe or apparatus rendered unnecessary and the mains pipes and apparatus so rendered unnecessary shall be the property of the Company;
- (10) Where the surface of any street within the borough not authorised to be stopped up under the provisions of this Act has been temporarily interfered with or disturbed by the Company in constructing the works or performing the operations by this Act

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authorised with the consent of the Corporation the Company shall well and sufficiently and to the reasonable satisfaction of the Corporation restore the surface so interfered with or disturbed and so much of the surface of any other street adjoining such street as aforesaid as it shall be rendered necessary to alter by such interference and the Company shall maintain in efficient repair the said surfaces for twelve months to the like satisfaction ;

(11) The flags paving stones and other materials in any street within the borough which shall be interfered with by the Company under the powers of this Act shall remain and be the property of the Corporation and may be used or removed by them ;

(12) All bridges within the borough shall be constructed to the reasonable satisfaction of the Corporation and previous to their construction the Company shall submit plans of such bridges to the Corporation and such bridges shall not be constructed until such plans or any amended plans thereof have been approved by the Corporation. If the Corporation shall for a period of six weeks neglect to approve of such plans they shall be deemed to have approved thereof but if they shall disapprove the same then the said works shall be constructed according to plans to be submitted to and approved by an engineer to be agreed upon or failing agreement to be appointed at the request of either party by the president for the time being of the Institution of Civil Engineers. The parapets of all such bridges shall be not less than nine feet above the level of the surface of the street or road over the bridges. In constructing the said bridges the Company shall not alter the level of any street within the borough ;

(13) The Company shall alter the parapet on the north-east side of the existing bridge over their railway in Heywood Street within the borough in accordance with the plan signed by William Hunt the engineer of the Company and Joshua Cartwright the borough surveyor ;

(14) Where any house or building is severed by the Company from other property the Company shall to the reasonable satisfaction of the borough surveyor build up and secure the severed end of such house or building ;

(15) No street within the borough shall be deviated without the approval in writing of the Corporation under the hand of the town clerk and all permanent alterations and diversions of streets shall be formed drained sewered channelled kerbed paved

flagged provided with proper means of lighting and completed and all streets the surface of which shall be disturbed by the Company shall be restored ;

- (16) Where by reason of the execution of any of the powers of this Act it becomes in the opinion of the Corporation necessary to obtain access to any existing or substituted sewer or drain through any property or works of the Company the Company shall when required by the Corporation make and maintain such access and the Corporation shall by their officers workmen and servants be at liberty at all times to use the same for any purpose for which it may be necessary ;
- (17) The borough surveyor and his assistants or other persons appointed by the Corporation shall from time to time and at all times during and after the construction of the authorised works have full power to enter and inspect the progress and condition thereof to see that the provisions of this Act are complied with ;
- (18) The Company shall cause the works authorised by this Act to be sufficiently lighted and watched both by day and night for the protection of the public until the completion thereof ;
- (19) The Corporation shall not be liable for and shall be indemnified by the Company against all damages and injury which may be caused by or during the construction of the Company's works to the line and works of the Company and the traffic thereon and the persons and property being conveyed in or using such railway by breaking bursting or leaking of or escape from any sewers water or gas main or pipe belonging to or under the control of the Corporation unless such damage or injury shall have arisen as the consequence of any act or default of the Corporation or of their contractors officers agents workmen or servants ;
- (20) The Company shall be responsible for and make good to the Corporation all costs losses damages and expenses to be sustained by them by reason of any of the matters hereinbefore 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 defects in execution (whether by the Company or their contractors agents or servants) of the powers of this Act and shall indemnify the Corporation from all claims and demands upon or against them by reason of any such execution or defect or default therein or arising therefrom ;

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- (21) All works to be executed by the Company under this section or in the borough shall be so executed at the costs in all respects of the Company in accordance with plans and sections to be first submitted to and approved by the Corporation under the hand of the town clerk and under the superintendence and to the reasonable satisfaction of the borough surveyor ;
- (22) The Company and the Corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company for the protection of the Corporation and for the execution by the Corporation at the expense of the Company of any of such works and the acquisition of land therefor ;
- (23) The parapets or screens on all public road bridges made by the Company within the borough shall not be used for the posting of bills or other advertising purposes except such as relate to the business of the Company ;
- (24) The Company shall from time to time pay to the Corporation all rates leviable by or payable to the Corporation upon the respective assessments of lands or property shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and assessable to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down by the Company ;
- (25) If any difference arise between the Company and the Corporation touching anything that is to be done or not to be done under the provisions of this section such difference shall except as hereinbefore provided be settled by an engineer to be appointed (unless otherwise agreed upon) on the application of either of the parties in difference by the Board of Trade and the costs of the reference shall be borne as the said Board shall direct.

For the protection of the Earl of Derby his sequels in estate and assigns.

14. For the protection of the Right Honourable Edward Henry Earl of Derby his heirs sequels in estate and assigns all of whom are hereinafter included in the expression the Earl of Derby the following provisions shall have effect namely :—

- (1) Before the Company shall commence the construction of Railway Number 1 by this Act authorised (hereinafter referred to as "the said railway") they shall purchase from the Earl of

Derby and the Earl of Derby shall sell to them all his estate and interest in so much of the pieces of land numbered on the deposited plans relating to the said Railway 6 and 8 as shall lie between the existing line and works of the Company and the said railway and so much of the pieces of land numbered on the said deposited plans 129 130 132 136 137 and 140 as shall be left on the north side of the said railway all which lands are situate in the township and parish of Bury in the county of Lancaster;

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- (2) When and as the Earl of Derby or other person or persons body or bodies shall form a road to extend Knowsley Street the Company shall at their own cost construct and for ever thereafter maintain over and across the said railway a bridge and shall make and thoroughly pave with granite setts a road of a width over the said bridge of twelve yards;
- (3) The Company shall continue and extend over the said railway the existing bridges which now carry Market Street and Heywood Street respectively over their existing railway and works and such extended portions of the said bridges shall be of the same width as the existing bridges;
- (4) The new bridge and the road over the same and the extended bridges shall be constructed according to such plans and sections as may be agreed upon between Thomas Statter or other the agent for the time being of the Earl of Derby and the engineer for the time being of the Company or as failing agreement shall be settled 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.

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

For the protection of the Corporation of Manchester.

- (1) The provisions of sub-sections (d) (e) (g) and (h) of section 10 (For the protection of the Newton Heath Local Board) and sub-paragraphs (a) (c) (d) (e) (f) (g) and (h) of sub-section (2) and also sub-sections (3) (4) (5) (7) (8) (9) and (10) of section 11 (For the protection of the Corporation of Manchester) of the Lancashire and Yorkshire Railway Act 1888 shall extend mutatis mutandis to the Railway No. 5 by this Act authorised and the words "the Local Board" in the sub-sections (d) (e) (g) and (h) in the said section 10 shall be read and construed as

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if the words "the Corporation" had been inserted therein instead of the words "the Local Board";

- (2) Nothing in this Act contained shall interfere with the enactments contained in sub-sections (10) (11) and (12) of section 18 (For the protection of the Corporation of Manchester) of the Lancashire and Yorkshire Railway Act 1890;
- (3) The provisions of sections 18 to 23 (both inclusive) of the Railways Clauses Consolidation Act 1845 shall as far as practicable extend and apply to the gas and water mains pipes and apparatus of the Corporation and to the Corporation in respect thereof as though the Corporation were a gas or water company or society;
- (4) The provisions of sub-sections (5) (6) (7) (8) (9) (13) (14) (15) (16) (17) (18) (19) (20) (23) (24) and (25) of the before-mentioned section 18 of the Lancashire and Yorkshire Railway Act 1890 shall extend mutatis mutandis to the works within the city of Manchester by this Act authorised.

For the  
protection of  
the Corpo-  
ration of  
Liverpool.

**16.** In constructing and maintaining the works by this Act authorised and in exercising any of the powers by this Act conferred upon the Company the Company shall observe perform and fulfil the following provisions and conditions viz. :—

- (1) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive so far as the same are applicable shall apply to the water mains and pipes of the Corporation of Liverpool (in this section called "the Corporation") except that the provisions of section 23 of the said Act as regards the depth at which pipes shall be laid shall not apply to any bridge over the railway and whenever in those sections the word "Company" or "Society" is used the same shall for all the purposes of this Act be held to extend to and include the Corporation;
- (2) Whenever the mains or water pipes of the Corporation shall be severed or interfered with by the works authorised by this Act and whenever in consequence of such works it is necessary for maintaining the supply of water to lay additional mains or water pipes such additional mains or water pipes shall previous to the severance or interference be made by the Corporation at the expense of the Company;
- (3) If by reason of the execution of any of the powers of this Act any increased length of mains or water pipes shall become necessary the same shall be laid down by the Corporation at the expense of the Company;



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Whenever by the appropriation or destruction of property by this Act authorised any mains or water pipes laid for the supply of such property except pipes inside such property shall be rendered unnecessary the Company shall pay to the Corporation the cost of laying an equivalent length of main or water pipe and the cost of the works required for the discontinuation of those mains or water pipes rendered unnecessary to such amount as shall be estimated by the water engineer and the mains and water pipes so rendered unnecessary shall be the property of the Company;

(4) In constructing reconstructing widening or altering any bridge carrying any street as defined by the Waterworks Clauses Act 1847 over any railway of the Company authorised to be made or widened by this Act situate in the district within which the Corporation by their Acts are authorised to afford a supply of water the Company shall so reconstruct widen or alter the same as to afford to the Corporation proper and adequate facilities for laying and maintaining pipes for the supply of water over such bridge when reconstructed widened or altered to the reasonable satisfaction of the water engineer of the Corporation;

(5) Notwithstanding the power vested in the Company to stop up and extinguish all rights of way for foot passengers over the Bolton and Preston Railway by means of the existing level crossing at the south end of their Chorley passenger station the powers rights and privileges of the Corporation with regard to their water main which is laid under and along the said level crossing and their powers rights and privileges as the owners of the Chorley Waterworks with regard to the maintaining inspection laying repairing removing and extending water mains and pipes shall be in no way prejudiced limited or affected.

17. In constructing and maintaining the widening of line Walton Junction near Liverpool to Rainford Junction by this Act authorised where it will pass under or affect the railway and property of the Midland Railway Company the Company shall unless otherwise agreed between them and the Midland Railway Company be subject to the following conditions:—

For the  
protection of  
Midland  
Railway  
Company.

(1) All works crossing or affecting the Midland Railway shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the principal engineer of the Midland Railway Company and according to plans and specifications to be previously submitted to such

A.D. 1891.

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 works shall be constructed and maintained so that the traffic upon the Midland Railway shall not be in anywise impeded or interfered with and such maintenance shall be effected under the superintendence and to the satisfaction of the engineer of the Midland Railway Company and in all things at the expense of the Company;
- (3) 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 Midland 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;
- (4) 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 their railway or by reason of any accident on the said railway which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors or their respective servants workmen or employes;
- (5) The Company shall not acquire any estate or interest in the lands and property of the Midland Railway Company other than an easement or right of constructing or maintaining therein the works hereinbefore referred to and the Midland Railway Company shall sell and grant such easement accordingly;
- (6) The amounts to be paid for the acquisition of such easement shall be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement;
- (7) Nothing in this enactment contained shall relieve the Midland Railway Company from the obligations imposed upon them by sub-section 5 of section 11 of the Midland Railway (Additional Powers) Act 1880.

For the  
protection of  
the Cheshire  
Lines Com-  
mittee.

**18.** In constructing the widening of the Company's Walton Junction to Rainford Junction Railway by this Act authorised (hereinafter referred to as "the widening") the following provisions

for the protection of the Cheshire Lines Committee (hereinafter called "the Committee") shall (unless otherwise agreed on in writing between the Committee and the Company) apply to and be obligatory upon the Company:—

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- (1) The Company shall construct the widening where it passes under the railway of the Committee at such point or points between the limits of deviation shown on the deposited plans thereof as may be agreed upon between the engineer of the Committee and the engineer of the Company and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the Committee at the point of crossing and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railway of the Committee or with the traffic thereon and if any obstruction or interference shall be caused or take place the Company shall pay to the Committee full compensation in respect thereof to be recovered with full costs in any court of competent jurisdiction;
- (2) The Company where the widening is intended to be carried under the railway of the Committee shall construct a wrought-iron girder bridge of not less than fifty feet between the parapets and the said bridge shall be so constructed that the railway of the Committee may hereafter be conveniently widened;
- (3) The said bridge and all the works both temporary and permanent to be done and executed by the Company under the provisions of this section shall be according to plans sections and specifications and in every other respect to be previously submitted to and approved in writing by the engineer of the Committee and the Company shall not commence the construction of the widening or enter on the lands of the Committee or interfere with their works or property until such plans sections and specifications have been so submitted and approved Provided always that if the said engineer of the Committee shall for a period of two months neglect to approve such plans sections or specifications he shall be deemed to have approved thereof but if he shall disapprove the same then the said widening and the said works shall be constructed according to plans sections and specifications to be submitted to and approved by an engineer to be agreed upon or in default of agreement to be appointed at the request of either party by the president for the time being of the Institution of Civil Engineers;

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A.D. 1891.

- (4) During the construction of the widening under the railway of the Committee the Company will bear and on demand pay to the Committee the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their said railway with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations of the Company or from the acts or defaults of the contractors or of any person or persons in their employment or otherwise ;
- (5) The Company shall at all times maintain the bridge and other works by which the widening shall be so carried under the railway of the Committee in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of the Committee and if and whenever the Company fail so to do the Committee may make or do in and upon as well the lands of the Company as their own lands such repairs and the sum from time to time certified by such engineer to be the reasonable amount of such expenditure shall be repaid to the Committee by the Company and in default of payment may be recovered by them from the Company with full costs in any court of competent jurisdiction ;
- (6) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Committee all costs losses damages and expenses which may be occasioned to the Committee or to any of the works or property thereof or to the traffic thereon or otherwise by reason of the execution or failure of the widening and bridge and the works in connection therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the Committee from all claims and demands upon or against them by reason of such execution or failure and of any such act or omission ;
- (7) The Company shall not in any case without the previous consent in writing under the common seal of the Committee acquire any lands or property of the Committee but the Company may purchase and take and the Committee shall sell and grant accordingly an easement or right of using so much of the land of the Committee as may be necessary for the construction of the widening and works in accordance with the provisions of this section.

19. For the protection of the highway board of the Sefton district in the county of Lancaster (in this section referred to as "the Board" which expression shall include their successors) in relation to the construction of the widening of the line from Walton Junction to Rainford Junction by this Act authorised the following provisions shall have effect (that is to say):—

A.D. 1891.  
For the  
protection of  
the Sefton  
Highway  
Board.

- (1) The Company shall not commence any works for or in connection with the diversion of any public road or footpath within the district of the Board or any works which may interfere with the traffic on any public road or footpath within such district without first obtaining the approval of the Board to be signified by writing under the hand of the district surveyor for the time being of the Board and the Company shall before commencing any such works at their own expense make such arrangements for the passage of traffic as the said district surveyor for the time being shall reasonably require. Provided always that if the Board shall for a period of one month after a written request in that behalf neglect or fail to give such approval they shall be deemed to have approved;
- (2) The bridge which the Company are by this Act authorised to construct in Long Lane in the township of Fazakerley numbered 63 on the deposited plans shall have a clear space of not less than thirty feet between the fences thereof and the said new bridge shall be constructed and Long Lane shall be widened in the lines and direction and in the manner shown in red ink upon the plan marked number 1 signed in duplicate by William Hunt on behalf of the Company and by James Roscoe on behalf of the Board and the Company shall at their own expense acquire so much land as may be necessary for the construction of the said new bridge and the widening of Long Lane in accordance with the said plan and the land so acquired shall be dedicated to the public as part of the highway;
- (3) The bridge which the Company are by this Act authorised to construct in Higher Lane in the said township of Fazakerley numbered 81 on the deposited plans shall have a clear space of not less than thirty feet between the fences thereof;
- (4) The bridge which the Company are by this Act authorised to construct in Longmoor Lane in the said township of Fazakerley numbered 93 on the deposited plans shall have a clear space of not less than thirty-five feet between the fences thereof and the existing railway bridge in Longmoor Lane shall be widened by the Company so as to have a clear space of not less than thirty-five feet between the fences thereof;

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- (5) The bridge which the Company are by this Act authorised to construct in Shaw Lane in the township of Kirkby numbered 161 on the deposited plans shall have a clear space of not less than thirty feet between the fences thereof;
- (6) The ascents or gradients of the said new and widened bridge in Longmoor Lane and of the said new bridges in Long Lane Higher Lane and Shaw Lane respectively shall not be steeper than the respective ascents or gradients as they existed at the passing of this Act and nothing in this Act shall authorise the Company to alter or interfere in any way with the level of the public road leading out of Longmoor Lane in a southerly direction and numbered 95 on the deposited plans;
- (7) The fences to be erected by the Company on each side of the said bridges and the wing-walls thereof shall be of not less height than six feet and the fences to be erected on each side of the approaches to the said bridges respectively shall be of not less height than four feet six inches;
- (8) As part of the works connected with the said bridges and the approaches thereof the Company shall kerb and channel the highway over each of such bridges and the approaches thereof and shall construct and flag a footpath on one side of the last mentioned highway of such width not exceeding six feet as the Board may require;
- (9) The Company shall erect an iron girder bridge for carrying the public footpath numbered 100 on the deposited plans over the existing railway and the said widening with approaches having gradients not more than 1 in 20 the said bridge to be of such a width that the road over the same shall have a clear space between the fences thereof of not less than fifteen feet. The Company shall erect a good and sufficient fence on each side of such bridge and the approaches thereto of not less than five feet in height;
- (10) The bridge to be constructed by the Company over Aintree Lane in the township of Aintree numbered 4 on the deposited plans shall be constructed in the lines and direction and in the manner shown in red upon the plan marked number 2 signed in duplicate by the said William Hunt and James Roscoe and the land required for straightening Aintree Lane in accordance with the red ink lines on the said plan marked number 2 shall be acquired and given by the Company free of cost and dedicated to the public as part of the highway. The plan signed by the said William Hunt and James Roscoe and referred to in section 19 of the Lancashire and Yorkshire Railway Act 1890

shall be deemed to be modified to such an extent and in such particulars as may be necessary to give effect to the provisions of this section ;

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(11) The new bridges to be constructed by the Company over Aintree Lane aforesaid and over School Lane in the said township of Kirkby respectively shall be wrought-iron girder bridges with wrought-iron flooring and each such new bridge shall have a span of not less than thirty feet measured at right angles and each such new bridge shall be of a height measuring from the surface of the highway to the under side of such bridge of not less than sixteen feet six inches in the case of the new bridge over Aintree Lane and not less than fourteen feet in the case of the new bridge over School Lane Nothing in this Act shall authorise the Company to alter or interfere in any way with the existing levels of Aintree Lane and School Lane respectively or to lessen the headway of the existing bridges The brook under School Lane shall be carried by the Company through a culvert sufficiently long to admit of the road over the same being thirty feet wide ;

(12) The entire width of the highways under any bridge over Aintree Lane or School Lane constructed pursuant to or by virtue of the provisions of this Act or of section 19 of the Lancashire and Yorkshire Railway Act 1890 and under the existing railway bridges over the last-mentioned lanes respectively shall be paved by the Company with best setts ;

(13) The footpath leading from Hob Lane in the said township of Kirkby to the township of Melling on or over the lands numbered 148 and 149 on the deposited plans shall be carried under the existing railway and the widened railway authorised by this Act by a subway which shall be well and effectually drained by the Company and the said subway shall be not less than twelve feet in height and nine feet in width ;

The Company shall erect and at all times maintain good and sufficient wicket-gates in the line of the last-mentioned footpath at the boundary of the widened railway in order to connect the said subway with the adjoining fields on both sides ;

The Company shall pave with best setts the whole of the ground of the said subway and also a space at least six feet in width from each end of the subway to the said wicket-gates ;

(14) The footpath leading from Mill Lane in the said township of Kirkby numbered 174 on the deposited plans to Kirkby Church on or over the lands numbered 179 and 180 on the deposited

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plans shall be carried under the existing railway and under the widened railway authorised by this Act by means of a subway of the same height and width as the subway under the existing railway and the footpath shall be continued by the Company until it reaches Mill Lane as it will exist after the diversion authorised by this Act. Nothing in this Act shall authorise the Company to alter or interfere in any way with the level of the existing subway and the entire subway both new and old shall be well and effectually drained by the Company;

(15) Every bridge (whether now existing or hereafter to be erected) over any road or footpath within the district of the Board shall be constructed and maintained by the Company as far as practicable watertight;

(16) The Company shall not affix or exhibit or permit to be affixed or exhibited upon the parapets of the existing bridges or of the bridges to be constructed under the powers of this Act within the district of the Board any placards or advertisements except such as relate to the business of the Company;

(17) Nothing in this Act shall authorise the Company in any way to interfere with the public footpath on or over the lands numbered 151 154 and 155 on the deposited plans and such footpath shall for all purposes be deemed to be outside the limits of deviation of the said widening;

(18) The Company shall be at liberty to divert Sherwood Lane in the township of Fazakerley numbered 138 on the deposited plans but such diversion shall be of the width and carried out in the lines and direction and in the manner shown in red ink upon the plan marked number 3 signed in duplicate by the said William Hunt and James Roscoe. Between the points marked A and B on the said plan marked number 3 the Company shall at their own expense erect and at all times maintain a good and sufficient wall or screen at least eight feet in height. The Company shall construct and at all times maintain a good and sufficient culvert or drain for the passage under the widened railway authorised by this Act of the stream or brook shown on the said plan marked number 3;

(19) The Company shall be at liberty to divert Mill Lane aforesaid but such diversion if carried out by the Company shall be of the width and carried out in the lines and direction and in the manner shown in red ink upon the plan marked number 4 signed in duplicate by the said William Hunt and James Roscoe. The portions of Sherwood Lane and Mill Lane



diverted or stopped up shall respectively vest in and become the property of the Company; A.D. 1891.

- (20) The new or substituted portions of Long Lane Sherwood Lane Aintree Lane and Mill Lane respectively shall be constructed by the Company and the Company shall carry out all works affecting the same respectively under the superintendence of the said district surveyor for the time being and in strict accordance with plans specifications and sections to be prepared by him and upon the completion of the said new or substituted portions of roads to the reasonable satisfaction of the said district surveyor for the time being the same respectively shall thereafter be maintained and kept in good repair by the Board;
- (21) The Company shall fence the new or substituted portions of Long Lane Sherwood Lane Aintree Lane and Mill Lane with good strong post and rail fences and shall at the proper season of the year plant quickthorn fences inside the said post and rail fences and maintain the said quickthorn fences until the thorns shall have grown to such an extent as to form in themselves good and sufficient fences;
- (22) In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting any drains or culverts in which the Board have any rights the Company shall from time to time make good all damage done to the same or any of them so as to make such drains and culverts as effective as they were before such interference;
- (23) In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting the drainage of any roads or footpaths in the district of the Board or the passage or escape of water therefrom the Company shall effectually drain such roads or footpaths or provide for the passage or escape of water as the case may require and in constructing any such drains the Company shall use good and sufficient street gratings and cesspools;
- (24) The Company and the Board may from time to time enter into and effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company as in this section provided for;
- (25) All works and things to be executed maintained repaired or done by the Company under this section shall be executed maintained repaired and done at the cost in all respects of the

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Company The best material shall be used and all work shall be done in a workmanlike manner under the superintendence of the said district surveyor for the time being and to the reasonable satisfaction of the Board;

- (26) If the Company shall make default in doing any work which by this section they are liable to do the Board may on giving one month's notice to the Company execute the necessary work and recover from the Company the amount of the expense thereof with full costs of action and interest on the amount of such expense at the rate of five pounds per centum per annum by action in any court of competent jurisdiction or at the option of the Board in a summary manner;
- (27) The Company shall make good to the Board all costs losses charges damages or expenses which the Board may incur or sustain by reason of any act or omission on the part of the Company in the execution of the powers of this Act and the Board may recover the same with full costs of action in any court of competent jurisdiction;
- (28) If any difference arise between the Company and the Board touching anything that is to be done or not to be done under the provisions of this section such difference shall be settled by an arbitrator to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the Board of Trade and the costs of the reference shall be borne as the said arbitrator shall direct.

For the  
protection of  
the Corpo-  
ration of  
Saint Helens.

20. For the protection of the mayor aldermen and burgesses of the town of Saint Helens (in this section called "the Corporation") the following provisions shall as respects the widening of the line from Walton Junction near Liverpool to Rainford Junction have effect (that is to say):—

- (1) The provisions of sections 18 to 23 both inclusive of the Railways Clauses Consolidation Act 1845 so far as the same are applicable shall extend and apply to the aqueducts water mains and pipes of the Corporation and whenever in those sections the word "Company" or "Society" is used the same shall for all the purposes of this Act be held to extend to and include the Corporation;
- (2) If by reason of the exercise by the Company of any powers granted to them under this Act the Corporation may at any time incur any additional cost in repairing or altering any aqueduct water main or pipe such additional cost shall be repaid by the Company to the Corporation;

(3) The Company shall not enter upon or take the lands numbered 195 and 197 on the deposited plans in the parish of Walton-on-the-Hill and township of Kirkby or any part thereof without the consent of the Corporation under their corporate seal. A.D. 1891.

21. The following provisions for the protection of the London and North Western Railway Company (hereinafter referred to as "the North Western Company") shall apply and have effect:— For the protection of the London and North Western Railway Company.

(1) The Company shall construct so much of the widening of their Liverpool and Bury Railway by this Act authorised as extends from the point denoting eight miles three furlongs from its commencement to the termination thereof wholly on the north side of the said Liverpool and Bury Railway;

(2) The Company shall construct the said widening where the same is intended to pass under the bridge which carries the North Western Company's St. Helens Railway over the said Liverpool and Bury Railway according to plans and sections to be previously submitted to and reasonably approved by Francis Stevenson or other the principal engineer for the time being of the North Western Company (in this section referred to as "the principal engineer") and so as to keep open at all times the lines of railways and other works in connection therewith of the North Western Company;

(3) In constructing and maintaining the said widening where the same affects the said railway and works of the North Western Company the Company and their contractors servants agents or workmen shall not obstruct impede or interfere with the free and uninterrupted and safe user of the said railway or other works of the North Western Company;

(4) The Company shall at all times maintain all the works affecting the North Western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer of the North Western Company and if and whenever the Company fail so to do the North Western Company may make or do as well in and upon the lands of the Company or the lands required by them for the purposes of this Act as their own lands all such works and things as such principal engineer may reasonably think requisite in that behalf and the sum from time to time certified by such principal engineer to be the reasonable amount of such their expenditure shall be repaid to the North Western Company by the Company and in default of payment may be recovered in any court of competent jurisdiction;

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- (5) For the purpose of constructing the said widening the Company shall not except with the consent of the North Western Company take use or interfere with any land or property of that Company except as aforesaid ;
- (6) The Company shall on demand pay to the North Western Company all reasonable expenses of the employment by the North Western Company during the construction of the said works for and with respect to the said crossing of or affecting the North Western Company of a sufficient number of inspectors and watchmen to be appointed by the North Western Company for watching their said railway and works with reference to and during the execution of the works of the Company and for preventing as far as may be all interference danger and accident from any of the operations or from the acts and defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise ;
- (7) The Company shall be responsible for and make good to the North Western Company all costs losses damages and expenses from time to time occasioned to the North Western Company or to the said Railway or any other of their works and property or to the traffic on the said railway or to any Company or person using the same by reason of the execution or failure of the works by this Act authorised or by any act or omission of the Company or any of the persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission as aforesaid ;
- (8) The Company and the North Western Company may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed ;
- (9) If any difference shall arise between the respective engineers of the Company and the North Western Company as to the reasonableness of the plans and sections hereinbefore provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the president of the Institution of Civil Engineers on the application of the Company or the North Western Company.

For the protection of the Corporation of Darwen.

**22.** For the protection of the mayor aldermen and burgesses of the borough of Darwen (in this section called "the Corporation")

the following provisions shall unless otherwise agreed between the Corporation and the Company be observed and have effect (that is to say) :—

A.D. 1891.

- (1) Notwithstanding anything shown on the deposited plans and sections relating to the widening and improvement of the Bolton and Blackburn Railway at Darwen by this Act authorised the Company shall in altering for the purposes of the said widening the road numbered on the said plans 9 in the parish of Blackburn make the same level for a distance of not less than ninety yards eastwards of the centre line of the widening as shown on the said plans And the Company shall reconstruct the bridge for carrying the said road over the railway and the approaches thereto with a clear width throughout of not less than thirty-six feet between the parapets and fences thereof and shall pave the surface of the said road over the said railway and the approaches thereto with seven-inch local setts to the reasonable approval of the Corporation ;
- (2) The Company shall at their own expense construct a new bridge over the railway and the said widening thereof in lieu of the bridge numbered on the said plans 14 in the parish of Blackburn Such new bridge and the approaches thereto shall have a clear width throughout of not less than thirty-six feet between the parapets and fences thereof and shall as to such parapets and fences be lineable with the existing building line of Snape Street and shall be of sufficient strength to carry heavy traffic and the Company shall at their own cost in constructing the said bridge put into the abutments thereof through or under the railway an iron pipe having a diameter of twelve inches to be used as a sewer ;
- (3) Before the Company enter upon take use or interfere with any part of the road leading from Heyfold to Chapels Cottage numbered 14 on the deposited plans in the township of Over Darwen they shall at their own expense provide to the reasonable satisfaction of the Corporation a good and sufficient substituted occupation road and footpath for affording access between Snape Street and Dove Lane ;
- (4) The Company shall reconstruct and widen the bridge or archway by which the existing railway and the widening and improvement thereof are carried over Exchange Street and Dove Lane so that the same shall have a span of not less than thirty-six feet and such span shall be continuous throughout the whole of the bridge as so reconstructed and widened and the Company shall make good the paving of the carriageway

A.D. 1891.

and flagging of the footpaths thereto underneath the said bridge and archway ;

- (5) The Corporation shall pay to the Company within one calendar month of the completion by them of the works specified in clauses 1, 2 and 4 the sum of eight hundred pounds by way of contribution towards the costs and expenses the Company may incur or be put to in widening reconstructing and improving the existing bridges over the Company's existing line of railway ;
- (6) If in the construction of the said widenings and improvements the Company require to enter upon take use or interfere with any part of the street numbered on the said plans 38 in the parish of Blackburn or the road twelve yards in width which intersects the piece of land numbered on the said plans 25 in that parish and leading northward from Exchange Street they shall before doing so provide to the reasonable satisfaction of the Corporation sufficient openings or means of communication between Exchange Street and the said roads respectively and such openings shall in the case of the first mentioned road be not less than twelve feet in width and in the case of the secondly mentioned road not less than thirty-six feet in width ;
- (7) The Company shall prior to commencing any works affecting any streets or roads in the borough submit to the Corporation a plan and section showing the mode in which the Company propose to carry out the works and such plan and section shall in case of disagreement between the Company and the Corporation be settled by arbitration in manner hereinafter provided and the said works shall be carried out by the Company in accordance with the plan and section so agreed upon or settled as the case may be ;
- (8) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or apparatus of the Corporation until they shall have given to the town clerk seven clear days' notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses and gas or water mains pipes and apparatus proposed to be interfered with ;
- (9) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall subject to the provisions of this Act extend and apply to the gas and water mains pipes and apparatus of the Corporation except

that the provisions of section 20 of the said Act as regards the depth at which mains or pipes shall be laid shall not apply to any bridge over the existing or widened railway such mains or pipes being nevertheless so laid and covered as to protect them as far as may be reasonably possible from the effects of frost and whenever in those sections the words "Company" or "Society" are used the same shall for all the purposes of this Act be held to extend to and include the Corporation and the word "street" in this section shall have the same meaning as that assigned to it by the Public Health Act 1875 ;

A.D. 1891.

- (10) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the Corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration ;
- (11) Whenever it may be necessary to intercept or interfere with any existing sewer or drain the Company shall before intercepting or interfering with such existing sewer or drain construct according to a plan to be reasonably approved of by the Corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with and in such manner as shall be reasonably approved by the Corporation ;
- (12) Whenever the gas or water mains and pipes or apparatus of the Corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining a supply of gas or water to lay additional mains or pipes such additional mains or pipes shall previous to the severance or interference be laid by the Corporation at the expense of the Company ;
- (13) If by reason of the execution of any of the powers of this Act the Corporation shall necessarily incur any cost in altering any existing sewer drain or gas or water main pipe or apparatus the Company shall repay to the Corporation such additional cost ;
- (14) The Corporation shall be at liberty at any time hereafter to carry any sewer or sewers and any gas or water mains and pipes which they may see fit to lay down in any street within the borough under the said existing and widened railway and

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through any adjoining lands of the Company to any adjoining public street without payment to the Company. Provided always that in the execution of any works under the said existing and widened railway or through any land of the Company such works shall be executed by the Corporation at their expense to the reasonable satisfaction of the Company and subject thereto and to the provisions herein contained under and in accordance with the provisions of the Public Health Act 1875 ;

(15) The Company shall not enter upon take use or interfere with the siding to the Corporation gasworks numbered on the said plans 53 in the parish of Blackburn until they have provided to the reasonable satisfaction of the Corporation a sufficient siding equally as convenient in substitution therefor ;

(16) If any difference arises between the Company and the Corporation touching anything to be done or not to be done under this section such difference shall be settled by an engineer to be agreed on between the parties or in case of disagreement to be appointed on the application of either party by the Board of Trade and the costs of the arbitration and award shall be in the discretion of the said engineer .

Running powers to London and North Western Railway Company.

**23.** The London and North Western Railway Company may run over work and use with their engines carriages waggons officers and servants the widening and improvement of the Company's Manchester and Leeds Extension Railway and the widening of the Company's main line at Thornhill by this Act authorised on the same terms and conditions as they run over work and use the existing portions of those railways so authorised to be widened.

For the protection of the Corporation of Dewsbury.

**24.** Section 18 of the Lancashire and Yorkshire Railway Act 1888 shall extend and apply as well in respect of the works authorised by this Act as to the works authorised by that Act.

For the protection of the Dewsbury Old Cut.

**25.** For the protection of the Dewsbury Old Cut belonging to the Undertakers of the Navigation of the rivers of Aire and Calder in the west riding of the county of York (hereinafter called "the Undertakers") the following provisions shall unless otherwise agreed between the Company and the Undertakers apply (that is to say) :—

(1) In carrying the widening of the main line of railway of the Company at Thornhill by this Act authorised over the Dewsbury Old Cut (hereinafter called "the Canal") the Company shall not except as hereinafter provided without the previous consent in writing of the Undertakers alter the line or level of the canal or the towing-path thereof or obstruct or impede the navigation



thereof nor shall they without such consent as aforesaid enter upon take or use except as hereinafter mentioned any lands belonging to the Undertakers ;

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- (2) For the purpose of carrying the widening of the said railway across the canal the Company shall widen the existing bridge carrying the railway over the canal on each side thereof and such widenings of the said bridge shall be of stone brick or iron or any of those materials combined and shall be carried out by means of girders so as to cross the canal and the towing-path thereof by a single clear span of not less than forty-five feet in width measured on the square and the abutments of such widenings shall be placed in such lines and positions as shall be fixed by the engineer of the Undertakers provided that he shall not require a greater span than that hereinbefore provided ;
- (3) In the construction of the widening of the said railway the Company shall not without the consent of the Undertakers deviate from the line thereof as shown on a plan signed by W. H. Bartholomew on behalf of the Aire and Calder Navigation and William Hunt on behalf of the Company ;
- (4) No part of the soffit or underside of the girders of the widenings of the said bridge over the canal shall be lower than seventeen feet nine inches above the low sill of the lower Thornhill double locks ;
- (5) The waterway-wall on the towing-path side of the canal under the existing bridge carrying the railway over the canal shall be extended under the said widenings and for a distance of not less than thirty feet on both sides of the widened bridge ;
- (6) The widenings of the said bridge and all the works connected therewith and all future repairs thereof and all temporary works during the construction of such widenings shall be constructed under the inspection and to the reasonable satisfaction of the engineer of the Undertakers and according to plans sections and specifications to be previously approved by such engineer or in the event of any difference between the Company and the Undertakers or their respective engineers as to such plans sections and specifications by an engineer to be appointed by the Board of Trade on the application of either party ;
- (7) The widenings of the said bridge and all the works connected therewith shall be completed within nine months from the time at which the same are commenced and during the construction and during any future repairs of the same the Company shall at all times leave open and uninterrupted a navigable

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waterway under the said bridge and the widenings thereof of a width of not less than twenty feet with a navigable depth of water throughout of not less than the greatest navigable depth at the time existing immediately above and below such bridge and with a headway of not less than ten feet above the ordinary top water-level of the canal at the point of crossing and with a towing path of not less than eight feet in width which shall at all times during the construction and future repair of such widenings remain open for traffic without any obstruction between the same and the waterway and such waterway shall at all times during such construction and repair be provided with proper fenders on each side of the works and shall be properly lighted with red lights every night from sunset to sunrise and immediately after the completion of the said widenings the Company shall remove everything obstructing or interfering with the free navigation under the widened bridge ;

(8) The Company shall maintain the bridge as so widened in good and substantial repair and in the event of the same being at any time out of repair or of any obstruction contrary to the provisions of this section being caused to the canal or the traffic thereon by reason of any of the works or operations of the Company or by reason of any omission on the part of the Company to remove anything causing such obstruction the Undertakers may after giving the Company seven days' notice of their intention so to do or forthwith if the case so requires repair the bridge or remove such obstruction as the case may be and may recover the expense of such repair or removal from the Company with full costs of suit in any court of competent jurisdiction ;

(9) The Company shall not without such consent as aforesaid take or acquire any right or interest in any of the lands belonging to the Undertakers other than an easement for widening maintaining and using the said bridge under and subject to the conditions hereinbefore contained ;

(10) In case during the execution of the works of the Company or of any subsequent alteration or repairs thereof or of any failure or defect therein any steam-vessel boat barge or other vessel passing or intending to pass along the canal or the horses locomotives or other tractive or propellent power moving the same shall be impeded or in case the navigable waterway or towing-path hereinbefore required to be preserved during the progress of the works or repairs of the Company shall at any time be contracted to a less width depth or height than as

hereinbefore prescribed then and in every such case the Company shall pay to the Undertakers as and by way of liquidated damages the sum of ten pounds for every hour during which any such impediment or contraction shall continue after twelve hours' notice given by the Undertakers to the Company or their secretary of the existence of such impediment or contraction and if such impediment or contraction shall continue beyond seventy-two consecutive hours after such notice or shall have been occasioned by any wilful act or omission on the part of any person employed by the Company or their contractors then and in every such case the Company shall pay as and by way of liquidated damages to the Undertakers the sum of twenty pounds for every hour during which such impediment or contraction shall continue and in case the widenings of the said bridge shall not be completed within the time hereinbefore limited for the completion thereof the Company shall pay as and by way of liquidated damages to the Undertakers the sum of ten pounds for every day after the expiration of that period until such widenings and the works connected therewith shall be completed. Provided that nothing herein contained shall extend to prevent the Undertakers from recovering against the Company beyond the amount of such liquidated damages or to prevent any person using the canal from recovering against the Company any special damage that may be sustained by them or any of them or that they or any of them may be liable to pay for or by reason of any act or default of the Company and the Undertakers and any such person using the canal are hereby authorised to sue for and recover any such liquidated or special damages as hereinbefore mentioned with full costs of suit in any court of competent jurisdiction.

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**26.** Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the works hereinafter described and may exercise the powers hereinafter mentioned and may for the purposes aforesaid make such alterations in the levels of the streets roads and footpaths affected thereby as are shown upon the deposited plans and sections and may stop up such streets roads and footpaths as are shown on the deposited plans of those works as intended to be stopped up and in addition to any other lands which they are by this Act authorised to acquire may enter upon and take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes making compensation in accordance with the Lands

Further works by the Company.

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A.D. 1891. Clauses Consolidation Act 1845 to all persons injuriously affected by the exercise of the powers contained in this section :—

The Company may execute the following works and exercise the following powers in the following places (that is to say) :—

IN THE COUNTY OF LANCASTER :

(Ashton-  
under-Lyne.)

At Ashton-under-Lyne in the township and parish of Ashton-under-Lyne—

- (a) In lieu of the powers conferred by sub-sections (b) and (c) (relating to works at Ashton-under-Lyne) of section 19 of the Lancashire and Yorkshire Railway Act 1890 which are hereby repealed the Company may divert a portion of Rayner's Lane such diversion commencing in and out of the said lane at a point about one hundred and ten yards south-west of the east corner of the Ashton Cricket Ground and terminating in Rayner's Lane about one hundred yards measured in a north-easterly direction from the centre of the level crossing by Rayner's Lane of the said Ashton branch railway ;
- (b) So soon as the said diversion is completed and opened to the public the Company may stop up and extinguish all rights of way over the said Ashton branch railway by means of Rayner's Lane aforesaid.

(Shaw.)

At Shaw in the township of Crompton in the parish of Prestwich-cum-Oldham—

- (a) They may construct an additional arch or opening under Linney Lane on the westerly side of the existing bridge and abutting thereupon and may take down or remove and rebuild the said existing bridge so as to make the same and the new or additional opening of one or more spans ;
- (b) In connection with the said work they may alter the levels of so much of Linney Lane as lies between a point in that lane about eighty-six yards measured in a westerly direction along the same from the centre of the bridge carrying that lane over the Oldham Rochdale and Royton Railway of the Company and a point in the same lane about twenty-two yards measured in an easterly direction along the same from the centre of the said bridge ;
- (c) They may make a bridge for foot passengers over the said Oldham Rochdale and Royton Railway such footbridge commencing on the east side of that railway at a point about one hundred and forty-nine yards south of the bridge carrying Linney Lane aforesaid over the said railway (measured along the eastern fence of that railway) and terminating on the west side of the same railway at a point about fifty-seven yards

west of the commencement of the said intended work measured at right angles to the said railway; A.D. 1891.

- (d) So soon as the said footbridge is completed and opened to the public the Company may stop up and extinguish all rights of way (if any) for foot passengers over the said Oldham Rochdale and Royton Railway by means of the two existing level crossings adjacent to the site of the proposed footbridge;
- (e) They may enter upon and take compulsorily or by agreement certain lands situate on the south side of Linney Lane aforesaid and abutting on the western side of the said Oldham Rochdale and Royton Railway.

At Haslingden in the township of Haslingden in the parish of (Haslingden.)  
Whalley—

- (a) They may divert the public footpath leading from Haslingden to Hud Hey such diversion commencing in and out of the said footpath at a point about twenty-one yards measured along the same in a south-easterly direction from the existing gate forming the communication between the said footpath and the up platform at the Haslingden passenger station and terminating in the said footpath at a point about twenty-six yards measured in a southerly direction from the waiting room on the down platform of the said station;
- (b) So soon as such diversion is completed and opened to the public the Company may stop up and extinguish all rights of way for foot passengers over the railway of the Company at and contiguous to the said passenger station at Haslingden by means of the said footpath and so much of the said footpath as is situate between the wicket-gate leading on to the said down platform and a point about nineteen yards measured along that footpath in a northerly direction from that gate and also so much of the footpath leading from the said wicket-gate to Bridge Street as is situate between that gate and a point about sixteen yards measured in a south-westerly direction along that footpath;
- (c) They may divert the occupation road and public footpath leading from Holden Mill House to Grane Road such diversion commencing at a point about sixteen yards measured along the said road in a northerly direction from Holden Mill House aforesaid and terminating in the same road at a point about thirty yards measured in a south-westerly direction from the mill known as Waterfoot Mill and in connection with such diversion the Company may by their officers and servants pass over and use with vehicles or on foot the portion of the said

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road lying between the point of termination of the said work and Grane Road aforesaid ;

- (d) So soon as such diversion is completed and opened to the public the Company may stop up and extinguish all rights of way in and over the said occupation road and public footpath between the points of commencement and termination of the lastly described work ;
- (e) They may enter upon and take compulsorily or by agreement at Grane Road certain lands one portion of such lands lying on the east side of the railway of the Company and abutting on Holme Spring Mill and Holden Mill House respectively and the other portion of the said lands lying on the west side of the said railway between the goods yard of the Company and the road leading to the works of the Haslingden Union Gas Company.

(Salford.) At Salford in the township of Salford in the parish of Manchester—

They may stop up and extinguish all rights of way in and over so much of Shaw Street as extends from the north-eastern side of Cook Street to Back Cook Street and in and over so much of Back Cook Street as lies between Shaw Street and a point in Back Cook Street ninety-seven yards measured along that street in a north-westerly direction from its junction with Shaw Street aforesaid.

(Chorley.) At Chorley in the township and parish of Chorley—

They may stop up and extinguish all rights of way for foot passengers over their Bolton and Preston Railway by means of the existing level crossing at the south end of their Chorley passenger station.

IN THE WEST RIDING OF YORKSHIRE :

(Healey.) At Healey in the township of Ossett-cum-Gawthorpe in the parish of Dewsbury—

- (a.) They may alter the levels of a portion of a certain road leading from Healey Old Mill to Healey Low Mill such alteration commencing at a point about sixty-two yards north of the bridge carrying the main line of railway of the Company over that road and terminating in the same road at a point about thirty yards south-east of the said bridge ;
- (b.) In connection with and as soon as they have completed the said alteration of levels they may stop up and extinguish in the said township all rights of way over their main line of railway by the road leaving the first mentioned road at or near to the

point of commencement of the alteration of levels hereinbefore described and terminating in the mill yard of Healey Low Mill aforesaid and also may stop up and extinguish all rights of way over the said main line of railway by means of the occupation road level crossing at a point about three hundred and fifty-three yards measured along the same south-east of the said bridge carrying the same railway over the road leading from Healey Old Mill to Healey Low Mill aforesaid;

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(c.) They may enter upon and take compulsorily or by agreement certain lands lying on the north-east side of the main line of the Company and bounded on the west by the road leading from Healey Old Mill to Healey Low Mill aforesaid.

At Horbury in the township of Horbury in the parish of (Horbury.) Wakefield—

They may divert the footpath and occupation road leading from Albert Mill to the public road leading from Wakefield to Huddersfield such diversion commencing at a point in the said road about four yards south of the bridge carrying their main line of railway over that road and terminating at a point in the same road opposite the dwelling-house belonging or reputed to belong to Richard Poppleton and so soon as such diversion is completed and opened to the public the Company may stop up and extinguish in the said township all rights of way over the said footpath and occupation road between the points of commencement and termination of the said diversion.

27. The Company in constructing the several works authorised by the preceding section of this Act the marginal note whereof is "Further works by the Company" may deviate from the centre lines shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively but so nevertheless that no part of such deviation extend to a greater distance than the said limits and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet but not so as to increase the gradient of any work as shown on the said sections.

Power to deviate in construction of works.

28. Every diverted road or footpath constructed under the powers of the section of this Act the marginal note whereof is "Further works by the Company" shall be repaired and maintained by the same body or persons (including the Company) as are now liable to repair and maintain the existing road or footpath for which it is substituted Provided that unless otherwise agreed the structure of every bridge shall be repaired and maintained by the

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

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A.D. 1891. Company The Company and any such body or persons may enter into and fulfil agreements for and in relation to such construction and for or in relation to the repair and maintenance of all or any of such diverted roads or footpaths Any such agreements shall be deemed to be purposes of the Public Acts under which such body or persons have jurisdiction and any expenses incurred in relation to such agreements shall be deemed to be expenses incurred for the purposes of those Acts The certificate of two justices of the due completion of any such diverted road or footpath shall be conclusive evidence of the fact so certified and such certificate shall be obtained before the existing road or footpath is interfered with except in so far as may be necessary for the construction and completion of such diverted road or footpath.

Company not liable to repair surface of road level of which is not permanently raised.

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

For the protection of the Crompton Local Board.

29. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the new railways or any of them by a bridge or bridges unless the level of such road is permanently raised.

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

31. For the protection of the local board for the urban sanitary district of Crompton (in this section hereinafter referred to as "the Local Board") the following provisions shall unless otherwise agreed between the Local Board and the Company have effect:—

- (1.) If in exercising the powers of this Act relating to lands at Shaw the Company shall upon the said lands or any part or parts thereof erect any building or buildings or place any siding or sidings or other works and conveniences connected therewith respectively they shall so erect lay down and maintain the same as not to injure or affect the main trunk sewer and any other sewer or sewers manhole or manholes belonging or reputed to belong to the Local Board now lying and being within



and under the said lands or some part thereof and the Local Board shall be at liberty with their workmen and servants at all reasonable hours of the day on giving (except in cases of emergency) ten days previous notice in writing to the Company's engineer addressed to him at the principal offices of the Company of their intention so to do to enter into and upon the said lands for the purpose of inspecting repairing and maintaining the said main trunk sewer and any other sewer or sewers which now is or may hereafter be laid down or placed within or under the said lands or any part or parts thereof Provided always that in the laying down repair and maintenance of any future sewer or sewers the same shall be executed by the Local Board at their expense to the reasonable satisfaction of the Company and subject thereto under and in accordance with the provisions of the Public Health Act 1875;

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- (2.) Nothing in this section contained shall take away lessen prejudice or affect the rights of the parties under two certain grants dated respectively the twenty-seventh day of July one thousand eight hundred and eighty-six and the thirteenth day of May one thousand eight hundred and eighty-nine and respectively made between Abraham Crompton Milne of the one part and the Local Board of the other part in so far as the said grants respectively relate to the said lands the subject matter of this section.

**32.** In constructing the subway at Chorley hereinafter mentioned the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Chorley (in this section referred to as "the Corporation") shall unless otherwise agreed between the Corporation and the Company apply and have effect (that is to say) :—

For the protection of the Corporation of Chorley.

- (1.) Notwithstanding anything in this Act to the contrary the Company shall not stop up or otherwise interfere with the existing level crossing for foot passengers over their Bolton and Preston Railway at the south end of their Chorley passenger station until they have at their own expense constructed and dedicated to the public use in the line of the existing footway in Steeley Lane and Chapel Street respectively in the said borough and in lieu of the existing footbridge at such level crossing a subway under the railway of the Company not less than nine feet wide throughout with a clear headway throughout of eight feet and approaches thereto not less than nine feet in width having inclinations not steeper than 1 in 9;

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- (2) The Company shall line the side walls of the said subway as well as the walls of the approaches thereto with white glazed bricks or tiles and shall paint and keep painted with a light colour the roof of the said subway and shall flag the surface of the said subway and pave the approaches thereto with granite or local setts and properly fence the same ;
- (3) The Company shall for ever afterwards repair and maintain the structure of the said subway and the walls of the approaches thereto and shall also drain and keep the said subway as far as practicable drop dry and watertight The surface of the footway of the said subway and the approaches thereto shall be maintained by the Corporation who shall also light the said subway if necessary ;
- (4) In constructing the said subway and approaches thereto the Company shall not in any way reduce the width of the carriageway of either Steeley Lane or Chapel Street aforesaid ;
- (5) No advertisements advertising boards or posters except such as relate to the business of the Company shall be placed on the said subway or the approaches thereto without the consent of the Corporation ;
- (6) The Company shall during the construction of the said subway cause the works to be sufficiently lighted and watched both by day and night for the protection of the public until the completion thereof ;
- (7) The said subway and approaches thereto shall be made and completed by the Company to the reasonable satisfaction in all respects of the Corporation ;
- (8) The powers rights and privileges of the Corporation with regard to their sewers and gas mains which are laid under the said level crossing and with regard to the maintaining inspection laying repairing renewing and extending such sewers and gas mains shall be in no way prejudiced limited or affected by the powers by this Act vested in the Company to stop up the said level crossing ;
- (9) The Company in making the said subway and the approaches thereto shall not break up any street or interfere with any sewer drain or watercourse or any gas main pipe or apparatus of the Corporation until they shall have given to the town clerk seven clear days' notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses and gas mains pipes and apparatus proposed to be interfered with ;

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- (10) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall subject to the provisions of this Act extend and apply to the gas mains pipes and apparatus of the Corporation and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the Corporation and the word "street" in this section shall have the same meaning as that assigned to it by the Public Health Act 1875 ;
- (11) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall well and sufficiently and to the satisfaction of the Corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration ;
- (12) Whenever it may be necessary to intercept or interfere with any existing sewer or drain the Company shall before intercepting or interfering with such existing sewer or drain construct according to a plan to be reasonably approved of by the Corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with and in such manner as shall be reasonably approved by the Corporation ;
- (13) Whenever the gas mains and pipes or apparatus of the Corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining a supply of gas to lay additional mains or pipes such additional mains or pipes shall previous to the severance or interference be laid by the Corporation at the expense of the Company ;
- (14) If by reason of the execution of any of the powers of this Act the Corporation shall necessarily incur any cost in altering any existing sewer drain or gas main pipe or apparatus the Company shall repay to the Corporation such additional cost ;
- (15) The Company shall also be responsible for any damage caused to any existing sewer drain or gas main pipe or apparatus by subsidence or otherwise through their operations ;
- (16) In the event of any difference arising between the surveyor of the Corporation on the one hand and the engineer of the

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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.

Power to  
Company  
to purchase  
additional  
lands.

**33.** Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily or by agreement and may hold for the improvement and enlargement of their railway stations and works and for the construction of new stations engine sheds and other works buildings and sidings and other the purposes of their undertaking the lands hereinafter described which are delineated upon the deposited plans and described in the deposited books of reference and they may hold such of the said lands as have already been purchased by or for them and may stop up or divert the streets roads and footpaths shown on the deposited plans of the said lands as intended to be stopped up or diverted respectively and situate in or upon such of the lands as already belong to or as shall hereafter be acquired by the Company :—

IN THE COUNTY OF LANCASTER :

(Wigan.)

Certain lands at Wigan in the township and parish of Wigan abutting on the north side of the Wigan and Southport Railway of the Company and extending from the London and North Western Railway for a distance of about one hundred and twenty-six yards in the direction of Prescott Street ;

(Farington.)

Certain lands at Farington in the township of Farington in the parish of Penwortham abutting on the north-west side of the said Liverpool Ormskirk and Preston Railway and extending for about two hundred and fifty yards from Moss Lane in a south-westerly direction ;

(Salford.)

Certain lands at Salford in the township of Salford in the parish of Manchester bounded on the south by Hope Street and known as No. 4 Tavern also certain other lands in the same township and parish lying between Cook Street and Back Cook Street also certain other lands being the messuage or dwelling-house known as No. 31 in Cook Street ;

(Brindle  
Heath)

Certain lands at Brindle Heath in the township of Pendleton in the parish of Eccles lying between the public footpath leading from Park Lane to Laundry Street and the diversion of that footpath authorised by section 14 of the Lancashire and Yorkshire Railway Act 1888.

IN THE COUNTY OF YORK:

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Certain lands in the township and parish of Mirfield in the west riding of Yorkshire lying on the west side of the Cleckheaton branch railway of the Company and bounded on the north by Dark Lane;

(Mirfield.)

Certain lands in the parish of Holy Trinity and the town and county of the town of Kingston-upon-Hull in the east riding of Yorkshire lying and being in a certain street or place called Edwards Place and now or lately belonging in part to the Manchester Sheffield and Lincolnshire Railway Company and in other part to Messieurs Pease.

(Hull.)

**34.** For the protection of the mayor aldermen and burgesses of the county borough of Salford (in this section referred to as "the Corporation") the following provisions shall have effect (that is to say):—

For the protection of the Corporation of Salford.

- (1) In this section the expression "street" includes any highway public bridge road lane footway square court alley or passage whether a thoroughfare or not;
- (2) The provisions of sections 18 to 23 (both inclusive) of the Railways Clauses Consolidation Act 1845 shall extend and apply to the gas and water mains pipes and apparatus of the Corporation and to the Corporation in respect thereof as though the Corporation were a gas or water company or society;
- (3) If by reason of the exercise by the Company of any powers granted them under this Act any additional gas or water mains pipes sewers or drains or any increased lengths or capacity thereof respectively be rendered necessary the same shall be respectively laid and constructed by the Corporation at the cost of the Company;
- (4) If by reason of the exercise by the Company of any powers granted them under this Act the Corporation shall at any time incur any additional cost in repairing or altering any gas or water main pipe or apparatus or any sewer or drain such additional cost shall be repaid by the Company to the Corporation;
- (5) Before the Company interfere with any existing sewer or drain they shall to the reasonable satisfaction of the Corporation and at the cost of the Company and in accordance with plans and sections to be previously submitted to and reasonably approved of by the Corporation construct a sufficient substituted sewer or drain and connect the same with the sewer or drain so interfered with;

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- (6) Nothing in this Act shall interfere with the rights or powers of the Corporation in relation to the making of new sewers and drains ;
- (7) If by reason of the execution of any of the powers of this Act any additional sewers or drains or any increased length or alteration of sewers or drains or any manholes air holes or other works or conveniences connected therewith shall become necessary the same shall be constructed by and at the expense of the Company of such capacity according to such plans and in such manner as shall be reasonably approved by the Corporation ;
- (8) Before the Company obstruct any street or road in the exercise of their powers under this Act they shall to the reasonable satisfaction of the Corporation provide and thenceforward until such obstruction be removed maintain proper accommodation for the traffic along such street and access to houses and property therein and they shall cause such obstruction to be properly fenced and lighted ;
- (9) The flags paving-stones and other materials in any street in the county borough of Salford which shall be absorbed or interfered with by the Company under the powers of this Act shall remain and be the property of the Corporation and may be used or removed by them ;
- (10) The Company shall at their own expense at all times whilst any road street or footway sewer or drain shall be broken up or opened consequent upon the exercise of the powers of this Act cause the same to be fenced and guarded and sufficient light and watch for the warning of passengers to be set up and kept there every night during which such road street or footway sewer or drain shall be continued so broken up or opened and shall after replacing and making good the same keep the same in good and substantial repair to the reasonable satisfaction of the Corporation for six months next thereafter ;
- (11) The Company shall be responsible for and make good to the Corporation all costs losses damages and expenses to be sustained by them by reason of any of the matters hereinbefore provided for or by reason of any damage to be occasioned to persons or property or otherwise by reason of the execution or any defect or default in execution (whether by the Company or their contractors agents workmen or servants) of the powers of this Act and shall indemnify the Corporation from all claims and demands upon or against them by reason of any such execution or defect or default therein or arising therefrom ;

A.D. 1891.

(12) The Company shall from time to time pay to the Corporation all sanitary and other municipal rates leviable by or payable to the Corporation upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time when such lands or property respectively are acquired by the Company until the Company's works are completed and assessed to such municipal rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down. Provided always that the Company shall not be charged with or be liable to the payment of any such rates upon any buildings or property which or part of which is required for the making of a new street or the widening or improving of any existing street as provided by this Act;

(13) The Company and the Corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company for the protection or benefit of the Corporation and for the execution by the Corporation of any such works and the acquisition of land therefor;

(14) If any difference arise between the Company and the Corporation touching anything to be done or not to be done under the provisions of this Act such difference shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the president for the time being of the Institution of Civil Engineers and the costs of the reference shall be borne as the arbitrator shall direct;

(15) The borough engineer and his assistants or other persons appointed by the Corporation shall from time to time and at all times during and after the construction of the authorised works have full power to enter and inspect the progress and condition thereof to see that the provisions of this Act are complied with.

**35.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes of this Act or any of the purposes of their undertaking in over or affecting any such lands and the provisions of the said Acts with respect to lands and rent-charges as far as the same are

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

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A.D. 1891. applicable in this behalf shall extend and apply to such grants and to such easements rights or privileges as aforesaid.

Period for compulsory purchase of lands.

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

Restrictions on displacing persons of labouring class.

**37.** (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—

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

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

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

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

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

(4) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme under this section or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of



mandamus to be obtained by the Local Government Board out of the High Court. A.D. 1891.

(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 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 such scheme shall for all purposes be deemed to be an undertaking of the Company and 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 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 subsection subject to such conditions if any as they may see fit.

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

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

(10) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

(12) For the purposes of this section the expression "labouring class" includes mechanics artisans 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. A.D. 1891.

**38.** 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 same 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 or referred to 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 If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or other person shall fail to notify to the Company that he alleges such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them :

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

Provided always that if in the opinion of such tribunal any such portions cannot be severed from the remainder of such property without material detriment thereto the Company may withdraw their notice to treat for the portion of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have

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A.D. 1891. given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice :

Provided also that if in the opinion of such tribunal any such portions can notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or enquiry shall be borne and paid by such owner or person :

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

Company  
empowered  
to underpin  
or otherwise  
strengthen  
houses near  
railway.

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

- (1) At least ten days notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened ;
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company ;
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade ;
- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company

may and shall proceed forthwith so to underpin or strengthen the said house or building; A.D. 1891.

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

**40.** Subject to the provisions of this Act the two Companies or either of them with the consent of the other may enter upon take and use for the purposes of the Preston and Wyre Railway the lands hereinafter described in the county of Lancaster which are delineated on the deposited plans and described in the deposited books of reference and may hold such of the lands as have already been purchased by them or either of them in connection with the said Preston and Wyre Railway:—

Powers to Company and London and North-Western Railway Company to acquire additional lands.

Certain lands at South Shore Blackpool in the township of Layton-with-Warbreck in the parish of Bispham lying on the easterly side of the Blackpool and Lytham Railway and abutting upon the goods yard at the South Shore station; (Blackpool.)

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(Salwick.)

Certain lands at Salwick in the township of Clifton-with-Salwick in the parish of Kirkham abutting on the south side of the Preston and Wyre Railway and bounded on the east by Salwick Lane;

(Lea Road.)

Certain lands in the township of Lea Ashton Ingol and Cottam in the parish of Preston abutting on the north side of the said Preston and Wyre Railway and bounded on the east by Dargenson Lane.

Provisions of certain section of this Act applied to the two Companies.

41. The provisions of the foregoing section of this Act the marginal note whereof is "Period for compulsory purchase of lands" shall extend and apply mutatis mutandis to and in relation to the two Companies or such one of them as shall exercise the powers by this Act granted in relation to the said Preston and Wyre Railway.

ADDITIONAL CAPITAL.  
Power to raise additional capital.

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

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

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

Qualifications of new shares or stock.

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

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

45. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to raise capital by new shares or stock the Company if they think fit may

raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

A.D. 1891.

**46.** The Company may in respect of the additional capital of four hundred and fifty thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole one hundred and fifty thousand pounds. Provided that in respect of every one hundred and fifty thousand pounds of such additional capital issued and accepted and one-half whereof shall have been paid up the Company may borrow a sum or sums not exceeding in the whole fifty thousand pounds but no part of any of the before-mentioned sums of fifty thousand pounds shall be borrowed until shares for so much of the said portion of the additional capital in respect of which the borrowing powers are to be exercised as is to be raised by means of shares are issued and accepted and one-half of such capital is paid up and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of additional capital have been issued and accepted and that one-half of such portion has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of such portion of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Power to borrow on mortgage.

**47.** The mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the time of the passing of this Act shall during the continuance of such mortgages and bonds but subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages granted

Former mortgages to have priority.

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Act, 1891.

A.D. 1891. — by virtue of this Act and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Power to apply corporate funds to purposes of Act.

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

Debenture stock.

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

Application of moneys.

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

Receipt in case of persons not *sui juris*.

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

Power to London and North Western Railway Company to apply corporate funds to purposes of Act.

52. The North Western Company may apply to the purposes of this Act being purposes to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Acts relating to them and which moneys may not be required for the purposes to which they are by any such Acts made specially applicable.

Interest not to be paid on calls paid up.

53. 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.



**54.** 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.

A.D. 1891.  
Deposits for  
future Bills  
not to be  
paid out of  
capital.

**55.** Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

Provision as  
to general  
Railway  
Acts.

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

Costs of Act.

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Act, 1891.

The SCHEDULE referred to in the foregoing Act.

A.D. 1891.

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

Parish.	Township.	Numbers on Deposited Plans.
CONNECTING LINE AT BURY.		
Bury	Bury	2.
CONNECTING LINE AT RAINFORD JUNCTION.		
Prescot	Rainford	7.
SHORT LINE AT MANCHESTER.		
Manchester	Manchester	2.
WIDENING LINE WALTON JUNCTION NEAR LIVERPOOL TO RAINFORD JUNCTION.		
Walton-on-the-Hill	{ Walton-on-the-Hill	48.
	{ Fazakerley	57, 59, 60.
	{ Kirkby	169.
Extra Parochial place of Simonswood	-	33, 34, 35, 36, 39.
Prescot	Rainford	7, 8, 10, 33, 35, 36, 39, 41, 42.
WIDENING LINE AT DARWEN.		
Blackburn	{ Eccleshill	12.
	{ Over Darwen	12, 13, 52, 53, 56, 57,
WIDENING LINE AT THORNHILL.		
Thornhill	Thornhill	23, 26, 30, 32.
DIVERSION OF ROAD AT ASHTON-UNDER-LYNE.		
Ashton-under-Lyne	Ashton-under-Lyne	4, 7.
WORKS AT AND NEAR TO HORBURY (ALTERATION OF LEVELS OF ROAD AT HEALEY).		
Dewsbury	Ossett-cum-Gawthorpe	3.

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