



CHAPTER cxxx.

An Act for conferring further powers on the Lancashire and Yorkshire Railway Company to provide for the transfer to that Company of the Undertakings of the West Lancashire Railway Company and the Liverpool Southport and Preston Junction Railway Company to repeal certain powers granted to the Manchester Sheffield and Lincolnshire Railway Company over those Undertakings and the Lancashire and Yorkshire Railway and for other purposes. A.D. 1897.

[15th July 1897.]

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

- To widen and improve certain portions of their railway ;
- To make and maintain the works herein-after described ;
- To 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 :

And whereas it is expedient that the period limited by the Lancashire and Yorkshire Railway Act 1890 for the completion of the Railway No. 1 in Salford thereby authorised (which period was extended by the Lancashire and Yorkshire Railway Act 1894) should be further extended : 53 & 54 Vict.
c. clvii.

And whereas by the West Lancashire Railway Act 1871 the West Lancashire Railway Company were incorporated and under the 57 & 58 Vict.
c. cxlviii.

[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 Vict.]
Act, 1897.

A.D. 1897. powers of that Act and of the following Acts or some of them (that is to say):—

35 & 36 Vict.
c. clxxxiii.
36 & 37 Vict.
c. cxxvii.
38 & 39 Vict.
c. clxxxii.
41 Vict. c. xxxi.
42 & 43 Vict.
c. cix.
44 Vict. c. lvii.
45 & 46 Vict.
c. lxxxv.
47 & 48 Vict.
c. xix.
47 & 48 Vict.
c. cxxx.
50 Vict. c. xlv.

The West Lancashire Railway Act 1872 the West Lancashire Railway Act 1873 the West Lancashire Railway Act 1875 the West Lancashire Railway (Steam Vessels) Act 1878 the West Lancashire Railway Act 1879 the West Lancashire Railway Act 1881 the West Lancashire Railway Act 1882 the West Lancashire Railway Capital Act 1884 the West Lancashire Railway (Preston Docks Extension) Act 1884 and the West Lancashire Railway Act 1887;

the West Lancashire Railway Company have constructed railways which form a continuous line from Southport to Whitehouse Junction on the railway of the Company from Blackburn to Preston:

35 & 36 Vict.
c. clxxxiii.
s. 28.

And whereas by section 28 of the West Lancashire Railway Act 1872 the West Lancashire Railway Company and all companies lawfully using any of the railways of that company were authorised to run over and use the portion of the railway of the Company between the junction therewith of the West Lancashire Railway and the station of the Company at Blackburn and that station:

44 & 45 Vict.
c. cxlvi.

And whereas by the Southport and Cheshire Lines Extension Railway Act 1881 the Southport and Cheshire Lines Extension Railway Company were incorporated and under the powers of that Act and the Southport and Cheshire Lines Extension Railway Act 1882 that company constructed a railway from Aintree Junction on the Cheshire Lines Railway to Southport:

45 & 46 Vict.
c. cclxi.

46 & 47 Vict.
c. clvii. s. 55.

And whereas by the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1883 the Manchester Sheffield and Lincolnshire Railway Company (in this Act called "the Sheffield Company") and any company or person lawfully using their railways were authorised to run over and use the railways of the West Lancashire Railway Company:

47 & 48 Vict.
c. cxxvi.
s. 63.

And whereas by the Liverpool Southport and Preston Junction Railway Act 1884 the Liverpool Southport and Preston Junction Railway Company (in this Act called "the Liverpool Junction Company") were incorporated and under the powers of that Act have constructed a railway (in this Act called "the Liverpool Junction Railway") connecting the West Lancashire Railway at Southport with the Southport and Cheshire Lines Extension Railway at Hillhouse and by section 63 of that Act the Liverpool Junction Company and all companies lawfully using the railway of the

[60 & 61 Vict.] *Lancashire and Yorkshire Railway* [Ch. cxxx.]
Act, 1897.

Liverpool Junction Company were authorised to run over and use A.D. 1897.
so much of the Southport and Cheshire Lines Extension Railway as
lies between the junction of the Liverpool Junction Railway with
the Southport and Cheshire Lines Extension Railway and the
junction of the Southport and Cheshire Lines Extension Railway
with the railway of the Cheshire Lines Committee at Aintree and
all the West Lancashire Railways and by section 67 of the same
Act the West Lancashire Railway Company were authorised to run
over and use the railways of the Liverpool Junction Company :

And whereas by an agreement scheduled to and confirmed by 53 & 54 Vict.
the Manchester Sheffield and Lincolnshire Railway Act 1890 c. cxxxvi.
and made between the Liverpool Junction Company of the first part s. 39.
the West Lancashire Railway Company of the second part and the
Sheffield Company of the third part the Liverpool Junction and
West Lancashire Railway Companies granted to the Sheffield
Company the right to run over and use the railways of the
Liverpool Junction and West Lancashire Railway Companies
respectively :

And whereas it is expedient that the undertakings of the
Liverpool Junction Company and the West Lancashire Railway
Company respectively should be transferred to the Company upon
the terms and conditions contained in the agreements set forth in
the Second Schedule to this Act and that upon such transfer the
powers of the Sheffield Company to run over and use the railways
so transferred or any portion thereof should be repealed :

And whereas under the powers of the Lancashire and Yorkshire 34 & 35 Vict.
Railway (New Works and Additional Powers) Act 1871 the c. clxx.
Company have established and contribute to a fund called the
superannuation fund for the payment of superannuation and
other retiring allowances and allowances during disability from
sickness or accident to the salaried officers and servants of the
Company being contributors to such fund :

And whereas by section thirty-seven of the Lancashire and 47 & 48 Vict.
Yorkshire Railway Act 1884 the Company were authorised with c. cxlv. s. 37.
the consent of three-fourths of their shareholders present in person
or by proxy at a special general meeting of the Company to
contribute to the Lancashire and Yorkshire Railway Provident
Society any sum or sums not exceeding one thousand pounds and
by section fifty-three of the Lancashire and Yorkshire Railway 48 & 49 Vict.
Act 1885 the said section thirty-seven was repealed and the c. xciv.
Company were authorised with the like consent to contribute
towards the funds of any registered society established under

[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 Vict.]
Act, 1897.

A.D. 1897. the Friendly Societies Acts for the benefit of the servants of the Company :

And whereas the Company have not exercised the powers so given by section fifty-three of the Lancashire and Yorkshire Railway Act 1885 and it is expedient that the said section be repealed and that the Company be empowered to establish a fund for the payment of pensions and retiring allowances or gratuities to old or disabled servants of the Company not entitled to be members of the said superannuation fund and that provision be made for the management of such fund :

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

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

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 1897.

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 and Part II. relating to extension of time 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.

[60 & 61 Vict.] *Lancashire and Yorkshire Railway* [Ch. cxxx.]
Act, 1897.

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):—

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Extending
certain
provisions
of the
Companies
Clauses
Acts.

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

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

The conversion of borrowed money into capital ;

The consolidation of shares into stock ;

The making of dividends ;

The giving of notices ; 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 (as amended by subsequent Acts) 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 or debenture stock and to the proprietors thereof.

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

Interpreta-
tion.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the widenings of portions of their existing railways (including in such widening the altering and improving of and the laying down of additional lines of rail upon the said portions) and works herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands

Power to
widen
portions of
railway.

[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 Vict.]
Act, 1897.

A.D. 1897. delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes :—

IN THE COUNTY OF LANCASTER AND THE WEST RIDING OF THE
COUNTY OF YORK—

(A.) A widening of the main line of railway of the Company commencing in the township of Todmorden and Walsden in the parish of Rochdale in the county of Lancaster by a junction with the said main line at a point about 20 yards east of the subway under the Todmorden station and terminating in the township of Rastrick in the parish of Halifax in the west riding of the county of York by a junction with the said main line at the bridge carrying the Huddersfield Road over the said main line ;

In connection with this work the Company may convert into open cutting the tunnel known as the Millwood tunnel in the township of Stansfield in the parish of Halifax :

IN THE WEST RIDING OF THE COUNTY OF YORK—

(B.) A widening of the main line of railway of the Company commencing in the township of Huddersfield in the parish of Huddersfield by a junction with the said main line at a point in the same about 310 yards west of Bradley Wood Junction signal cabin and terminating in the township and parish of Kirkheaton by a junction with the said main line at a point in the same opposite the Heaton Lodge Junction signal cabin ;

(C.) A widening of the main line of railway of the Company wholly situate in the township and parish of Mirfield commencing by a junction with the said main line at a point in the same about 200 yards west of the viaduct which carries the said railway over the River Calder at the west end of Mirfield station and terminating by a junction with the said main line at a point therein about 300 yards east of the Cleckheaton Junction signal cabin at Mirfield ;

(D.) A widening of the main line of railway of the Company commencing in the township and parish of Thornhill by a junction with the said main line at the bridge carrying Ravens-thorpe Road otherwise Calder Road over that railway and terminating in the said township and parish of Thornhill by a junction with the said main line at a point about 100 yards east of the goods shed of Thornhill station ;

- (E.) A widening of the main line of railway of the Company commencing in the township of Horbury in the parish of Wakefield by a junction with that railway at the west face of Horbury tunnel and terminating in the township of Wakefield in the said parish of Wakefield by a junction with the said main line at a point in the same about 70 yards south-west of the bridge carrying that railway over Ings Road; A.D. 1897,

In connection with this work the Company may convert into open cutting the tunnel known as Horbury tunnel in the said township of Horbury;

- (F.) A widening of the main line of railway of the Company commencing in the township of Warmfield-cum-Heath in the parish of Warmfield by a junction with that railway at a point in the same about 150 yards south-west of the bridge carrying Locke and Company's colliery tramway over that railway and terminating in the extra-parochial place of Newland otherwise Newland-with-Woodhouse Moor by a junction with the Midland Railway at a point in the same about 80 yards south-west of Goose Hill Junction signal cabin:

IN THE COUNTY OF LANCASTER—

- (G.) A widening of the Liverpool and Bury Railway of the Company commencing in the township of Winstanley in the parish of Wigan by a junction with that railway at a point in the same about 350 yards east of the Orrell station platforms and terminating in the township of Pemberton in the said parish of Wigan by a junction with the said railway at a point in the same about 90 yards east of the Bankes' Siding signal cabin;
- (H.) A widening of the Bolton and Preston section of the North Union Railway commencing in the township of Blackrod in the parish of Bolton-le-Moors (detached) by a junction with the said railway at a point in the same about 100 yards south-east of the level crossing of that railway by Anderton Lane otherwise Factory Brow and terminating in the said township of Blackrod by a junction with the said railway at a point about 190 yards south-east of the Horwich Fork Junction signal cabin;
- (I.) A widening of the Bolton and Blackburn Railway of the Company wholly situate in the township of Entwisle in the parish of Bolton-le-Moors commencing by a junction with the said railway at a point in the same about 260 yards north-west

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of the Walton's Siding signal cabin and terminating at a point in the said railway about 110 yards south of the Entwisle station platforms ;

(J.) A widening of the Heywood Extension Railway of the Company commencing in the township of Heywood in the parish of Bury by a junction with the said railway at a point in the same about 20 yards east of the Heap Bridge Junction signal cabin and terminating in the township of Heywood in the parish of Middleton by a junction with the said railway at the bridge carrying that railway over Pilsworth Road at the west end of Broadfield station ;

(K.) A widening of the Accrington and Colne Extension Railway of the Company wholly situate in the township of Huncoat in the parish of Whalley commencing by a junction with the said railway at a point 15 yards north-east of the Huncoat intermediate signal cabin and terminating by a junction with the said railway at the south-west end of the platform on the up line to Manchester at the Huncoat station ;

(L.) A widening of the main line of railway of the Company wholly situate in the township of Chadderton in the parish of Prestwich-cum-Oldham commencing by a junction with the said railway at the bridge carrying that railway over Alkrington Pit Road and terminating by a junction with the said railway at a point about 60 yards south of the bridge carrying that railway over Grimshaw Lane ;

(M.) A widening of the main line of railway of the Company commencing in the township of Chadderton in the parish of Prestwich-cum-Oldham by a junction with the said railway at a point in the same about 170 yards north of the junction therewith of the Middleton branch and terminating in the township of Middleton in the said parish of Prestwich-cum-Oldham at a point in the said railway about 70 yards south of the bridge carrying the said railway over the Oldham Road ;

(N.) A widening on both sides thereof of the bridge carrying the Accrington and Blackburn line of the Company over Scaitcliffe Street in the township of Accrington in the parish of Whalley.

Inclination
of roads.

6. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connection therewith respectively (that is to say) :—

[60 & 61 VICT.] *Lancashire and Yorkshire Railway* [Ch. cxxx.]
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No. on deposited Plans.	Parish.	Township.	Description of Road.	Intended Inclination.
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WIDENING RAILWAY—TODMORDEN to BRIGHOUSE.

21	Rochdale	-	Todmorden and Walsden	Public	1 in 8·2
67	Halifax	-	Hebden Bridge	"	1 in 8
81	"	-	"	"	1 in 12
210	"	-	Luddendenfoot	"	1 in 14·5
16	"	-	Rastrick	"	1 in 10·5
368	"	-	"	"	1 in 8·5
264 } 272 }	"	-	"	"	1 in 17

WIDENING RAILWAY at MIRFIELD.

45 } 54 }	Mirfield	-	Mirfield	Public	1 in 15
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7. The Company may make the arches of the bridges for carrying the widenings over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connection therewith respectively (that is is to say) :—

Height and span of bridges.

No. on deposited Plans.	Parish.	Township.	Description of Road.	Height.	Span.
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WIDENING RAILWAY—TODMORDEN to BRIGHOUSE.

21	Rochdale	-	Todmorden and Walsden.	Public	ft. in. 13 0	ft. in. —
282	Halifax	-	Stansfield	"	—	17 0
57	"	-	Mytholmroyd	"	—	29 6
150	"	-	"	"	13 8	17 0
210	"	-	Luddendenfoot	"	12 0	17 0
7	"	-	Skircoat	"	—	24 0
12	"	-	Greetland	"	15 0	—
20	"	-	Elland	"	15 0	31 0

WIDENING RAILWAY—BRADLEY WOOD to HEATON LODGE near MIRFIELD.

16	Dewsbury	-	Clifton	Public	15 5	—
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WIDENING RAILWAY at MIRFIELD.

45 } 80 } 88 }	Mirfield	-	Mirfield	Public	13 8	—
	"	-	"	"	12 1	—

WIDENING RAILWAY—DEWSBURY JUNCTION to THORNHILL.

15	Dewsbury	-	Dewsbury	Public	13 2	—
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[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 VICT.]
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No. on deposited Plans.	Parish.	Township.	Description of Road.	Height.	Span.
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WIDENING RAILWAY—HORBURY to WAKEFIELD.

49 } 62 } 48 } 49 } 62 }	Wakefield - -	Wakefield - -	Public	ft. in. 15 4	ft. in. —
	" - -	" - -	"	14 10	—
	" - -	" - -	"	13 10	—

WIDENING RAILWAY at MIDDLETON JUNCTION.
WIDENING No. 2.

80	Prestwich - cum - Oldham.	Chadderton - -	Public	12 6	30 0
74	" - -	Middleton - -	"	12 6	25 0

WIDENING BRIDGE at ACCRINGTON.

2	Whalley - -	Accrington - -	Public	12 6	—
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Width of certain roadways.

8. The Company may make the roadway over the bridges by which the following roads will be carried over the widenings of such width between the fences thereof as the Company think fit not being less than the respective widths herein-after mentioned in connection therewith respectively (that is to say) :—

No. on Plan.	Parish.	Township.	Description of Roadway.	Width of Roadway.
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WIDENING RAILWAY—TODMORDEN to BRIGHOUSE.

67	Halifax - -	Hebden Bridge - -	Public	ft. in. 20 0
81	" - -	" " - -	"	13 0
145 } 3 }	" - -	" " - -	"	} 15 0
	" - -	Mytholmroyd - -	"	
90	" - -	Luddendenfoot - -	"	14 0
44	" - -	Sowerby Bridge - -	"	16 6

WIDENING RAILWAY at ENTWISLE.

49	Bolton-le-Moors - -	Entwisle - -	Public	20 0
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Power to stop up certain highways.

9. If the Company are or if and when under the powers of this Act or of any other Act already passed they become the owners in possession of all the houses on both sides of the respective public highways referred to in the following table and shown on the deposited plans as intended to be stopped up (that is to say) :—

[60 & 61 Vict.] *Lancashire and Yorkshire Railway* [Ch. cxxx.]
Act, 1897.

Parish.	Township.	No. on deposited Plans.
WIDENING RAILWAY—TODMORDEN to BRIGHOUSE.		
Halifax - - -	Stansfield - - -	282
" - - -	Rastrick - - -	137

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they may stop up and extinguish all rights of way over such respective highways.

10. The widenings of the Company's railway herein-before authorised shall for the purposes of tolls rates and charges and all other purposes whatsoever be part of the Lancashire and Yorkshire Railway.

Widenings to form part of Lancashire and Yorkshire Railway.

11. The Great Northern Railway Company shall have and be entitled to the same rights powers and privileges in respect of any widenings of the Company's main line by this Act authorised in the said west riding as they now have or are entitled to in respect of any portions of the said main line so authorised to be widened.

Running powers to Great Northern Railway Company over widenings in west riding.

12. The following provisions for the protection of the London and North Western Railway Company (herein-after referred to as "the North Western Company") shall unless otherwise agreed between the Company and the North Western Company apply and have effect:—

For protection of London and North Western Railway Company.

- (1.) The North Western Company shall have and be entitled to the same rights powers and privileges in respect of any widenings of the Company's railways by this Act authorised as they now have or are entitled to in respect of any portions of the said railways so authorised to be widened :
- (2.) The Company shall construct the widenings by this Act authorised so far as they affect the railways lands and property of the North Western Company 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.) The Company shall construct the widening B of their main line by this Act authorised where the same is intended to cross the North Western Company's authorised Heaton Lodge and Wortley Railway on the bridge described in and provided

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for by sub-section (2) of section 9 of the London and North Western Railway Act 1894 :

- (4.) In constructing and maintaining the widenings or works by this Act authorised where the same affect the railways works or lands 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 railways or other works of the North Western Company :
- (5.) 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 principal engineer for the time being of the North Western Company and if and whenever the Company fail so to do the North Western Company may make or do as well in and upon the lands of the Company or the lands acquired 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 :
- (6.) For the purpose of constructing the widenings by this Act authorised the Company shall not except as provided by sub-section (3) of section 9 of the London and North Western Railway Act 1894 and except with the consent of the North Western Company under their common seal purchase or acquire any land or property of that company but the Company shall acquire only an easement in and upon such of the works lands and property of the North Western Company as may be necessary for constructing the said widenings in accordance with the provisions of this section and the North Western Company may and shall grant such easement accordingly The amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :
- (7.) 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 works

for and with respect to the 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 railways 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 :

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(8.) 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 railways or any other of their works and property or to the traffic on the said railways 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 such execution or failure or of such act or omission :

(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 herein-before 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 :

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

13. Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not enter upon or take any land on the southerly side of the railway at or near Todmorden station forming part of Todmorden Hall Estate in the township of Todmorden and Walsden and nothing in this Act contained shall extend or be deemed to extend to affect diminish alter take away or prejudice all or any of the rights powers benefits or privileges of or now vested in or belonging to Abraham Greenwood Eastwood or

For protection of
Todmorden
Hall.

A.D. 1897. — other the owner for the time being of the mansion called Todmorden Hall or the gardens or pleasure grounds occupied therewith under or by virtue of the Acts of Parliament herein-after mentioned viz. 6 and 7 William IV. cap. cxi. being “An Act for making a railway “ from Manchester to Leeds ” 7 William IV. cap. xxiv. being “An “ Act for enabling the Manchester and Leeds Railway Company to “ vary the line of such railway and for amending and enlarging the “ powers and provisions of the Act relating thereto ” and 2 and 3 Vict. cap. lv. being “An Act for extending and for altering the line “ of the Manchester and Leeds Railway and for making branches “ therefrom and for amending the Acts relating thereto.”

For pro-
tection or
Lower
Laith Estate.

14. The following provisions for the protection and benefit of Sarah Ann Sutcliffe of Lower Laith Widow and William Sutcliffe of the same place or other the owner or owners for the time being of the Lower Laith Estate in the township of Stansfield (all of whom are in this section referred to as “the owners”) shall unless otherwise agreed in writing between the owners and the Company apply and have effect and shall be observed and performed by the Company in making and maintaining the widening (work A) by this Act authorised (that is to say) :—

(1.) Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not acquire any land of the owners on the southern side of the Company’s railway in the township of Stansfield otherwise than by agreement :

(2.) If the Company acquire any of the land of the owners on the northern side of the said railway shown on the deposited plans the following provisions shall have effect :—

(A.) The Company shall preserve and continue the existing culverts and pipes under the railway at Lower Laith by which water drainage and other matter is now conveyed from the lands of the owners on the northern side of the railway to their lands on the southern side and the Company shall extend such culverts and pipes into and through the land acquired by the Company on the northern side of the said railway up to the boundary of the remaining land there of the owners so as to effectually preserve and continue the flow of the said water drainage and matter and especially without prejudice to the foregoing the Company shall take all reasonable practicable means to preserve and continue the run of water now passing through the culvert and pipe marked (A B) on the plan signed by William Barton Worthington on behalf of the Company and by John Thomas Sutcliffe on behalf of the

owners now supplying the Lower Laith Estate and the springs feeding the same in the said land acquired by the Company on the north side of the railway and in case such water be injured or prejudiced by the Company then the Company will pay compensation to the owners for the damage sustained ;

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- (B.) The Company will at the expense of the owners make and maintain without charge for leave or easement a good and sufficient sewer of not less than eighteen inches in diameter and also a good and sufficient water pipe across the said railway at a point within twenty yards east of Hallroyd level crossing and continue such sewer and water pipe respectively into and through the said land so acquired by them on the northern side of the said railway and such sewer and water pipe respectively shall be laid at such level and in such manner to the reasonable satisfaction of the Company's engineer as effectually at all times hereafter as to the said sewer to carry off the drainage and sewage and as to the said water pipe to convey the water from the rest of the lands of the owners on the northern side of the railway to their lands on the southern side thereof ;
- (c.) The Company shall also extend the existing footbridge over the said railway at Lower Laith across the land acquired by them on the northern side of the railway to the remaining land of the owners there as a means of communication between their lands on the northern and southern sides of the said railway ;
- (D.) Any difference which may arise between the owners and the Company with reference to the works to be carried out by the Company under the provisions of this section shall unless otherwise agreed be referred to an arbitrator to be appointed on the application of either party by the president of the Institution of Civil Engineers but without prejudice to all compensation payable to the owners for injury sustained in consequence of the exercise of the powers of this Act :
- (3.) The Company shall also pay compensation to the said William Sutcliffe and other the owners for the time being of the said Lower Laith Estate for any damage or injury for loss of amenity to the house and grounds south of the said railway in the event of the construction by the said Company of any

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junction or junctions siding or sidings to the east of the Hallroyd crossing or consequent upon the development or enlargement of the Company's operations behind the said house and grounds ;

The above compensation shall be in addition to and not in substitution for any other compensation which the owners of the land acquired by the Company under this Act may be entitled to in consequence of the exercise by the Company of any of the powers conferred upon them by this Act.

For protection of corporation of Todmorden.

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

- (1.) In this section the expression "street" includes any highway main road public bridge road lane footway square court alley or passage whether a thoroughfare or not :
- (2.) Prior to the commencement of any bridge across any street in the said borough the Company shall furnish to the corporation an outside elevation plan and section of the bridge and parapets of any such bridge and the corporation shall within twenty-eight days from the receipt of such elevation plan and section notify their objections or requirements in relation thereto and in default of agreement the matter shall be decided by an engineer to be appointed as herein-after mentioned The work shall be carried out in accordance with such agreement or determination :
- (3.) The corporation at the cost of the Company may provide place maintain and keep lighted as well by day as by night such additional number of lamps as may be agreed upon between the engineer of the Company and the engineer of the corporation to be necessary to efficiently light the bridges constructed or widened under the powers of this Act over any street or footway :
- (4.) The bridges for carrying the widened railway over the streets within the borough shall be constructed and maintained so as to prevent as far as possible the dripping of water :
- (5.) The Company shall not break up any street or interfere with any sewer drain culvert or watercourse or any gas or water main pipe or apparatus of the corporation until they shall have given to the town clerk three clear days' notice in writing of their intention to commence the intended works

proposed to be executed by the Company so far as they affect the streets sewers drains culverts watercourses gas and water mains proposed to be interfered with : A.D. 1897.

- (6.) All bridges by which streets are carried over the railway other than bridges for foot traffic only shall have proper provision made for carrying the sewers drains gas and water mains of the Corporation and in such manner as to admit of easy access thereto for the purpose of examination alteration renewal and repair :
- (7.) No existing sewer drain water gas or other main pipe work or apparatus belonging to the corporation shall be disturbed altered or interfered with by the Company in execution of the works authorised by this Act until a substituted sewer drain water gas or other main pipe or apparatus shall have been provided laid and constructed by the corporation of a capacity and at a level or levels which shall preserve to the reasonable satisfaction of the surveyor of the corporation the free and uninterrupted flow and passage of sewage water and gas through the same respectively The cost to be incurred by the corporation in providing laying and constructing such substituted sewer drain water gas or other main pipe work or apparatus (including therein any compensation which may be payable by the corporation in respect thereof) shall be paid by the Company to the corporation on demand :

The above provision shall extend and apply to any place (whether in a street or elsewhere) where the railways and works by this Act authorised shall be constructed under or over any sewer drain water gas or other main pipe work or apparatus of the corporation :

- (8.) The Company shall not under the powers of this Act stop up divert or discontinue the main road numbered on the deposited plans 190 in the township of Stansfield :
- (9.) In case the Company discontinue the present public footpath level crossing at Eastwood railway station they shall make a footbridge six feet wide over the main line of railway at or near the point E on the deposited plans with convenient access by steps and landings from the main road otherwise Halifax Road :

Provided that if the Company construct the roads and bridge mentioned in the section of this Act the marginal note whereof is " For protection of the Eastwood Estates " the public footpath shall be diverted along and over such roads and bridge and

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the Company shall not be required to make the footbridge steps and landings in this sub-section mentioned :

- (10.) The Company shall construct and maintain the culverts under the authorised widening of their railway in the townships of Todmorden and Walsden Langfield and Stansfield of such levels size and dimensions and in such manner as to effectually carry off the waters of the river and brooks thereunder both in ordinary and flood times :
- (11.) In case the Company convert into an open cutting the tunnel known as the Millwood tunnel in the township of Stansfield in the parish of Halifax the Company shall provide a proper bridge thirty-six feet wide over the railway and widening to carry the carriage traffic in lieu of the present occupation road and public footpath over the said tunnel They shall also construct a footbridge to carry the public footpath known as Seedhill Lane in the township of Stansfield aforesaid over the railway such footbridge being not less than six feet wide :
- (12.) The structure of the bridges and footbridges herein mentioned shall be repaired and maintained by the Company :
- (13.) Nothing in this Act contained shall empower the Company to take any lands of the corporation on the southerly side of the existing line of the said railway in the township of Stansfield in the parish of Halifax numbered on the deposited plans 369 370 and 371 and in the township of Erringden in the parish of Halifax numbered 1 on the deposited plans :
- (14.) 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 any 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 assessed 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 :
- (15.) The bridges and footpaths to be constructed by the Company pursuant to this section shall be constructed and fenced to the reasonable satisfaction of the corporation and in case of difference to the satisfaction of two justices and if any difference shall arise between the corporation and the Company with reference to any other matters provided for by

this section the same shall be referred to an arbitrator to be appointed by the Board of Trade on the application of either the corporation or the Company and the provisions of the Arbitration Act 1889 shall apply to such arbitration.

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16. The following provisions for the protection and benefit of Abraham Greenwood Eastwood and John Wilfred Eastwood or other the owner or owners for the time being of the Eastwood Estates in the township of Stansfield in the west riding of the county of York now belonging or reputed to belong to them respectively (all of whom are in this section referred to as "the owners") shall unless otherwise agreed in writing between the Company and the owners apply and have effect (that is to say):—

For protec-
tion of the
Eastwood
Estates.

- (1.) Before removing or interfering with the level crossing at Eastwood station or stopping up or interfering with any of the roads leading thereto the Company shall construct a bridge with proper approaches thereto over the Company's existing railway and the widening thereof by this Act authorised and shall also construct in connection with the said bridge and approaches two roads for the use and benefit of the owners their tenants servants and licencees and such bridge and roads shall be constructed in the lines situation and levels and with the respective inclinations shown upon the plan signed in duplicate by Eastwoods and Sutcliffes on behalf of the owners and by William Barton Worthington on behalf of the Company and such bridge and roads shall be respectively made of a uniform width of not less than fifteen feet:
- (2.) The Company shall construct the said bridge of sufficient strength at every part thereof to bear a weight of at least eight tons carried upon one pair of wheels and shall construct on each side of the bridge and approaches and on each side of the said roads substantial parapets and fences of not less than six feet in height which cannot be seen through from the railway:
- (3.) The said bridge approaches roads parapets and fences shall be constructed by the Company to the reasonable satisfaction of the owners and shall thereafter be repaired and maintained by the Company to the like satisfaction:
- (4.) From and after the completion of the bridge and roads mentioned in this section the public shall have a right of way for foot passengers over and along such bridge and roads in lieu of the present public footpath level crossing at Eastwood railway station:

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(5.) If any difference arise between the owners and the Company with reference to any of the matters provided for by this section the same shall be settled by an engineer to be appointed on the application of either party by the president of the Institution of Civil Engineers.

Saving
certain
rights of
Thomas
Eastwood.

17. Nothing in this Act shall take away alter or prejudicially affect any rights of Thomas Eastwood his heirs executors administrators or assigns under a certain deed poll under the hands and seals of Thomas Eastwood and Sarah Eastwood his wife and bearing date the fifth day of February one thousand eight hundred and forty-two.

For pro-
tection of
county
council of
west
riding.

18. In the execution of the works and in the exercise of the powers by this Act authorised the following provisions for the protection of the county council of the west riding of the county of York (in this section called "the county council") shall (notwithstanding anything shown on the deposited plans and sections or contained in this Act) have effect unless otherwise agreed in writing between the Company and the county council (that is to say):—

(1.) Notwithstanding the provisions as to deviation contained in this Act or as shown on the deposited plans the diversion of the Todmorden main road at a point near Charlestown bridge shall be constructed in the lines and on the levels shown on the deposited plans and sections and such diverted road shall in no part thereof be less than forty-two feet in width nor the gradient thereof steeper than 1 in 227 :

(2.) The said diverted road shall be made with all necessary embankments arches bridges viaducts and retaining walls culverts drains and other works to the reasonable satisfaction of the surveyor of the county council (herein-after called "the surveyor") and shall be wholly repaired and maintained by the Company at their own expense for a period of one year after the completion thereof :

(3.) The Company shall where any road or roads under the jurisdiction direct or indirect of the county council shall require to be constructed upon embankments arches bridges viaducts or be supported by retaining walls construct such embankments arches bridges viaducts and retaining walls in a substantial manner to the reasonable satisfaction of the said surveyor and shall for ever hereafter repair and maintain in a good and substantial manner such embankments arches bridges viaducts and retaining walls to the reasonable satisfaction of the said

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surveyor and if default be made therein and for the space of twenty days after notice in writing in that behalf given by the said surveyor to the Company the Company fail to commence the necessary works to remedy such default or having commenced fail to carry on the same with reasonable despatch the county council or the authority required by them to undertake the repair of the said road or roads themselves may execute and do the same and recover the costs thereof from the Company in any court of competent jurisdiction : A.D. 1897.

(4.) The Company shall not interfere with any road or roads until they have obtained the certificate of the said surveyor (or of the arbitrator referred to in the last sub-section of this section) that the said diversion or diversions has or have been so completed as in this section mentioned :

(5.) Notwithstanding anything shown on the deposited plans the Company shall carry the widenings by this Act authorised over the main roads specified in the following table by means of bridges of at least the same clear headway in each case as that of the existing adjacent bridge and of the clear span on the square in each case specified in the said table in connection with those respective roads (that is to say) :—

Road Numbered on deposited Plan.	Township of	Width of Bridge.
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WIDENING RAILWAY—TODMORDEN to BRIGHOUSE (WORK A).

		Fl.	Ins.
5	Blackshaw - - - }	45	0
2	Hebden Bridge - - - }	42	8
20	Sowerby Bridge - - - }	37	7
12	Greetland - - - }		

WIDENING RAILWAY—BRADLEY WOOD to HEATON LODGE (WORK B).

16	Clifton - - - -	Full width of existing road.
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(6.) The abutments of any bridge carrying the widenings over any road shall in no case project beyond the line of the abutments of the existing adjacent bridge :

(7.) The provisions of section 25 of the Lancashire and Yorkshire Railway Act 1876 shall be amended as follows :—

The bridge for carrying as well the existing railway as the proposed widening of railway over the Hopton Road in the township and parish of Mirfield shall be a flat girder bridge of the full width of the road between the fences thereof

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and shall have a clear headway throughout of not less than thirteen feet eight inches from the surface of the road to the underside of the girders and in order to obtain such headway the Company may lower so much of the road as lies between the south face of the existing bridge and the centre of the second arch from the north end of Ledgard Bridge but the level of the said road under the said existing bridge shall not be altered nor shall any part of the abutments of the said bridge project or be recessed within the line of the said fences. The gradient of the northern approach to Ledgard Bridge shall not be steeper than 1 in 15. The Company shall to the reasonable satisfaction of the said surveyor pave with asphalt macadam the roadway over Ledgard Bridge and the northern approach thereto :

- (8.) The said bridge or bridges shall be so constructed or widened and maintained as to prevent as far as practicable the dropping of water upon the road beneath :
- (9.) The Company shall construct and maintain on both sides of the said bridge or bridges and for such a distance beyond as the county council shall reasonably require substantial parapets or close screens of the height of six feet at the least and all such parapets or screens shall be constructed in such manner as the council shall reasonably approve by their surveyor :
- (10.) No such parapets fences or screens shall be used for the posting of bills or advertising purposes by means of posters or placards on the sides facing the roads except such as relate to the business of the Company :
- (11.) No main road shall during the construction alteration or reparation of any of the said bridges respectively be unnecessarily obstructed or interfered with :
- (12.) The Company shall make the roadway over the bridge or bridges by which any main road or roads under the jurisdiction of the county council will be carried over the widenings of the full width of the existing roadway between the fences thereof :
- (13.) The Company shall not commence to execute any works which will interfere with any of the said main roads nor to construct any temporary or substituted road until they shall have given to the said surveyor not less than twenty-eight days' notice in writing of their intention so to commence such works accompanied by plans sections and specifications

showing the nature of the said works proposed to be executed and the position width and mode of formation of the said respective roads nor until the said surveyor (or the arbitrator referred to in the last sub-section of this section) shall have signified in writing his approval of the proposed temporary and substituted roads and the mode of executing the said works unless the said surveyor does not within twenty-eight days after service of the said notice plans sections and specifications signify in writing his approval or disapproval thereof or other his directions in relation thereto and the Company shall comply with the directions and requirements of the said surveyor or the said arbitrator (as the case may be) in relation to the said roads and the mode of execution of the said works:

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(14.) All works affecting the said main roads or any of them or any county bridge or the said temporary or substituted roads shall be executed under the superintendence and to the reasonable satisfaction of the said surveyor but in all things at the expense of the Company and they shall pay the reasonable costs incurred by the county council in and about such superintendence:

(15.) If any difference arise between the county council and the Company touching this section or anything to be done thereunder such difference shall be settled by an engineer to be agreed on between the county council and the Company or failing agreement to be appointed by the Board of Trade on the application of either of the parties in difference and his decision shall be conclusive.

19. Notwithstanding anything in this Act contained or shown on the deposited plans the following provisions shall unless otherwise agreed between the Company and the company of proprietors of the Rochdale Canal (herein-after called "the canal company") apply for the protection of the canal company (that is to say):—

For protection of
Rochdale
Canal
Company.

(1.) The Company may under the powers conferred by this Act and for the purposes of the widening of the main line of railway of the Company (work A) by this Act authorised (which widening is in this section after referred to as "the said widening") purchase and take so much but no more of the Rochdale Canal (herein-after in this section referred to as "the canal") immediately east of the tail of the lock called Stubbins Lower Lock in the township of Hebden Bridge and parish of Halifax as lies to the south of an imaginary line

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commencing at such a point on the southerly side of the tail of such lock as will leave the waterway of the canal there of the breadth of thirty-three feet at the least such breadth to be measured at right angles to the centre line of the waterway within the said lock and thence extending eastwards in a straight line for a distance not exceeding one hundred and fifty feet in such a course that the breadth of the waterway of the canal at the extreme east of such imaginary line shall be at least forty-five feet measured at right angles to the line of the towing path there :

- (2.) If the Company acquire any portion of the canal under the preceding sub-section then the Company shall as soon as practicable thereafter construct and execute and at all times for ever thereafter maintain and keep in good repair the following works viz. (A) a water-tight retaining wall on and along and for the whole length of the most northerly boundary of the portion of the canal to be acquired as aforesaid of sufficient height above the surface to form an effective fence and constructed of brick stone or concrete or any combination of such materials the foundation whereof shall be at least seven feet below the ordinary high-water level of the water in the canal and (B) a water-tight waterway wall on the northerly side of the canal commencing at the tail of the said lock and extending eastwards for a distance equal to the length of the said retaining wall such waterway wall to be built in the line of the existing waterway wall to have its foundation at least seven feet below the said high-water level and to be carried up to the uniform height of fifteen inches above such high-water level The Company shall also on the completion of such retaining and waterway walls dredge or otherwise remove the banks and make good the bottom of the canal between the same to such an extent and in such manner as to provide at all places between such walls a minimum navigable depth of water of at least five feet above at least one foot of good clay puddle :
- (3.) The Company may also under the powers aforesaid carry the said widening across the canal and the towing path thereof within the limits shown on the deposited plans at or near the boundary between the townships of Erringden and Hebden Bridge in the parish of Halifax either by widening the existing bridge carrying the present main line of the railway of the Company across the said canal and towing path there or by building an independent bridge such widening or independent bridge as the case may be to be of a single span over the

existing waterway and towing path of the canal and in the subsequent provisions of this section the word "bridge" shall mean and include either a widening as aforesaid of the said existing bridge or the independent bridge to be constructed as aforesaid as the case may be : A.D. 1897.
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- (4.) The bridge shall be constructed and at all times thereafter maintained in good and substantial repair by the Company in conformity with the following regulations (that is to say) It shall be built of brick stone iron or steel or all or any of those materials in combination The piers or abutments and foundations thereof at each end shall extend and be made to a sufficient depth below the bed of the canal and shall (save as herein-after specially provided) be entirely outside the waterway and towing path of the canal and the bridge shall be of such elevation that there shall be left underneath the same for the entire length thereof above the waterway and towing path of the canal a clear headway not less than that left by the existing bridge Provided that the Company may construct the footings of the said piers or abutments to any reasonable extent within the property of the canal company but so that the top of the uppermost of such footings shall be at least seven feet below the ordinary high-water level of the water of the canal at the place of construction and that the bed of the canal above such footings shall be restored and made properly watertight :
- (5.) The Company shall only acquire such an easement over the canal and other property of the canal company as may be necessary for the purpose of the construction maintenance and user of the bridge and works connected therewith in accordance with the other provisions of this section and shall pay to the canal company such purchase moneys or other consideration for such easement and for the land to be taken under the first sub-section of this section including compensation for interference with or obstruction to the canal during the execution of the works as in default of agreement may be determined by arbitration under the Lands Clauses Acts :
- (6.) Save so far as the width of the waterway of the canal may be reduced by the purchase herein-before authorised of a portion of such waterway and except temporary interference to the limited extent herein-after in this sub-section expressly provided for the Company shall not in constructing and maintaining the said walls and bridge respectively or in executing and maintaining any work in connection therewith or for any other

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purpose of this Act at any time alter the line or level of the canal or of the towing path thereof or contract the width of the same respectively or reduce the headway under the bridge below that herein-before provided for and shall not obstruct or impede the navigation of the canal or the passage along the towing path thereof or diminish or allow to escape any of the waters of the canal or damage or interfere with any of the works thereof. Provided that the Company may during the time required for the construction of the said walls and bridge respectively contract temporarily the headway waterway and towing path of the said canal but so nevertheless that every such contraction shall be of such restricted extent only as may be necessary both in regard to time and space and that there shall at all times be left an open and uninterrupted navigable waterway in the canal not less than twenty-two feet wide with a sufficient towing path not less than six feet wide along the same and that the clear headway under the bridge shall not at any time or for any distance be less than twelve feet above the level of the towing path thereunder :

(7.) The said walls and the said bridge and all future repairs thereof respectively shall be constructed and executed according to plans and specifications to be submitted to and to be subject to the reasonable approval of the canal company previously to the commencement of the works and shall be carried on and completed under the superintendence and to the reasonable satisfaction of the engineer of the canal company. Provided that if the engineer of the canal company shall not signify his approval or disapproval of such plans and specifications within twenty-one days from the date when they shall be submitted to him he shall be deemed to have approved thereof. In the event of the Company at any time neglecting after due notice from the canal company to maintain or repair the said bridge and works the canal company may repair the same and recover the expenses of so doing from the Company with costs in any court of competent jurisdiction :

(8.) If in the construction maintenance or repair of the said bridge or works or by reason of failure or want of repair thereof any damage to the canal or the towing path or works thereof or any obstruction of the navigation of the canal or the passage along the said towing path (except temporary obstruction as aforesaid) or any loss of water from the canal shall be occasioned the Company shall forthwith restore the canal and towing path and the works thereof to the same state

and condition as before the happening of such damage and remove such obstruction and prevent such loss of water (as the case may be) under such superintendence and to such reasonable satisfaction as aforesaid and in their default it shall be lawful for the canal company to do the same and to recover the expense of so doing from the Company in manner aforesaid : A.D. 1897.

- (9.) All works whether of construction maintenance or repair by this section authorised shall when once commenced be carried out as expeditiously as practicable and without any undue intermission or delay :
- (10.) Save as in this section before expressly authorised the Company shall not enter upon take use or interfere with the canal or the towing path thereof or the water supplies thereto or any land or property belonging to the canal company and nothing herein contained shall authorise the Company to obstruct impede or interfere with the navigable waterway or towing path of the canal at any time or in any manner except in case of emergency without giving the canal company fourteen days' previous notice in writing of the intention in that behalf :
- (11.) If and whenever in the construction maintenance or repair of the said walls and bridge or otherwise in the execution of any works by this section authorised or by reason of any failure or want of repair of such walls bridge and works respectively or from any other reason connected with the formation of the said widening or the future repairs thereof or from any act or omission of the Company or their agents or servants it shall happen that the water of the canal shall escape or run to waste or the canal or the towing path thereof shall be obstructed or interfered with or the navigable waterway or towing path of the canal or the headway under the bridge shall be contracted to a less width or height than is herein-before prescribed then and in every such case the Company shall pay to the canal company full compensation for the loss inconvenience or injury thereby caused such compensation in respect of the special matters next herein-after mentioned being (subject to the proviso herein-after contained) hereby fixed and ascertained at the following amounts that is to say the sum of five shillings for every reasonably estimated one thousand cubic feet of water which may so escape or run to waste and in the same proportion for any greater or less quantity and the sum of ten pounds for each and every hour during which the canal or the towing

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path thereof shall be so obstructed that boats barges or other vessels cannot pass along the same or during which the navigable waterway or towing path of the canal or the headway under the said bridge shall in any place be contracted to a less width or height than is herein-before prescribed. Provided always that nothing herein contained shall prevent the canal company from recovering from the Company in respect of any loss of water stoppage of traffic or diminution of width or height of waterway towing path or headway any special damage that may be sustained by the canal company beyond the amount of the ascertained damages herein-before in that behalf prescribed and the canal company may sue for and recover all damages payable under this sub-section whether ascertained special or otherwise with full costs in any court of competent jurisdiction but in every case of an action for special damages any sum paid by the Company by way of ascertained damages in respect of the matter giving rise to the claim shall be considered as payment on account of such special damages :

- (12.) If any difference shall arise between the Company and the canal company as to any plans or the mode of executing any works the same shall be settled by arbitration in manner provided by the Arbitration Act 1889 for the settlement of disputes by arbitration.

For the protection of
Mrs. Ellen
Williams.

20. The following provisions for the protection and benefit of Ellen Williams the wife of Henry Williams of Moor Park Harrogate esquire (in this section referred to as "the owner") shall unless otherwise agreed between the owner and the Company apply and have effect and shall be observed and performed by the Company in making and maintaining the widening (work A) by this Act authorised (that is to say) :—

- (1.) Notwithstanding anything in this Act or in the deposited plans and sections contained the Company shall construct the diverted road numbered on the deposited plans 130 in the township of Hebden Bridge in the line and on the level shown on the plan signed in duplicate by William Barton Worthington on behalf of the Company and by John Thomas Sutcliffe on behalf of the owner :
- (2.) The diverted road shall be made by the Company of a uniform width between the points marked A and B on the said plan of not less than thirteen feet six inches and between the points B and C on the same plan of not less than sixteen feet :

- (3.) The Company's railway shall be carried over the said diverted road by a bridge with a span of not less than thirteen feet six inches and headway of not less than ten feet and the springing of the arch shall not be less than six feet above the surface of the roadway and the Company shall construct an opening at some suitable place upon such bridge or the existing one on the said plan ten feet in length and two feet six inches in width such opening to be covered with iron gratings and to be kept free from obstruction: A.D. 1897.
- (4.) The diverted road shall be levelled drained and channelled to the reasonable satisfaction of the owner and shall be kept in repair by the Company for a period of one year after completion:
- (5.) The Company shall make a good and sufficient pipe or drain in the said diverted road for efficiently and effectually continuing and carrying off the flow of water and the present and future drainage and sewage from the estates of the owner and her grantees at and near Hebden Bridge and the owner shall have full power to enter upon the said diverted road from time to time for the purpose of repairing cleansing renewing and enlarging the said pipe or drain:
- (6.) Any difference which may arise between the owner and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto 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 of the Institution of Civil Engineers and the costs of the reference shall be borne as such arbitrator shall direct.

21. For the protection of the Hebden Bridge and Mytholmroyd Gas Board (in this section called "the board") the following provisions shall unless otherwise agreed in writing between the Company and the board have effect (that is to say):—

For protection of Hebden Bridge and Mytholmroyd Gas Board.

- (1.) The Company shall not divert the occupation road and public footpath at the easterly end of the Hebden Bridge railway station in the township of Hebden Bridge as shown on the deposited plan and shall not stop up the occupation road and footpath between the points A and B on the said plan but may divert the same in accordance with the provisions contained in the section of this Act the marginal note whereof is "For the protection of Mrs. Ellen Williams":
- (2.) The Company shall not except with the consent of the board enter upon take or use or interfere with either temporarily

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or permanently the land numbered 123 on the deposited plans in the township of Hebden Bridge nor without such consent enter upon take or use or interfere with either temporarily or permanently any of the lands of the board numbered 132 133 and 134 on the deposited plans in the same township:

(3.) In sections 18 to 23 of the Railways Clauses Consolidation Act 1845 the words "company or society" shall for the purposes of this Act be held to extend to and include the board:

(4.) The board at the cost of the Company may from time to time provide place maintain and keep lighted by night one lamp in such a position as may be agreed upon between the engineer of the Company and the engineer of the board or in case of difference determined by two justices to light the said occupation road and footpath under the bridge at the easterly end of Hebden Bridge railway station widened under the powers of this Act.

For pro-
tection of
Sowerby
Bridge
Urban
District
Council.

22.—(1.) Nothing in this Act contained shall authorise or empower the Company to enter upon take or use any lands belonging to or vested in the Sowerby Bridge Urban District Council otherwise than by agreement with the said council.

(2.) Notwithstanding anything in this Act contained the Company shall not lengthen the bridge which carries the railway and sidings of the Company over the Victoria Road in the township of Sowerby Bridge.

(3.) The Company shall at their own expense provide two gas lamps with two burners each for the use of the district council who may place one or both of them under the archway crossing the main road immediately to the south of the county bridge over the River Calder or under the archway over Victoria Road in the township of Sowerby Bridge in such positions as the district council shall determine and the said lamps shall be lighted by the district council at the expense of the Company.

For pro-
tection of
Elland-cum-
Greetland
Gas Com-
pany.

23. For the protection of the Elland-cum-Greetland Gas Company (in this section called "the gas company") the following provisions shall have effect (that is to say):—

(1.) The Company shall not under the powers of this Act without the consent in writing of the gas company take or acquire any lands at Elland belonging or in lease to the gas company other than the lands coloured red on the plan signed by William Hunt on behalf of the Company and by Robert

Porter on behalf of the gas company and such lands coloured red shall be used by the Company for the purpose only of widening their line and the necessary works connected therewith and for no other purpose : A.D. 1897.

(2.) Save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use or interfere with either temporarily or permanently any of the lands or works of the gas company :

(3.) The Company shall not interfere with any gas pipes or gas mains of the gas company until the Company shall have delivered to the gas company plans and sections of substituted gas pipes or mains in lieu thereof and those plans and sections shall have been approved in writing by the engineer of the gas company or in the event of his failure for fourteen days after the delivery of such plans and sections until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such plans and sections and to the reasonable satisfaction of the said engineer for the time being of the gas company or in case of difference of an engineer to be appointed by the Board of Trade and until such substituted works are completed the existing gas mains or pipes shall not be interfered with :

(4.) The Company shall bear and pay on demand to the gas company the reasonable expenses of the employment by them during the laying down of any gas mains or pipes of a sufficient number of inspectors or watchmen to be appointed by them for watching the said works for preventing as far as possible any interference with or obstruction to the supply of gas to the district of the gas company.

24. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Brighouse (in this section called "the corporation") shall unless otherwise agreed in writing between the corporation and the Company apply and have effect (that is to say) :— For protection of Brighouse Corporation.

(1.) In this section the expression "railway widening" means the widening of so much of the main line of railway of the Company (A) by this Act authorised as is situate in the borough of Brighouse and the expression "street" has the same meaning as that assigned to it by the Public Health Act 1875 :

A.D. 1897.

- (2.) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water mains pipes or apparatus of the corporation until they shall have given to the town clerk of Brighouse 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 gas and water mains pipes and apparatus proposed to be interfered with :
- (3.) In constructing the road diversions and alterations of streets shown on the deposited plans and sections in connection with the railway widening the Company shall so construct the same that the diverted or altered streets shall in each case be of a uniform gradient throughout not steeper than the respective gradients herein-after mentioned (that is to say) :—
- Railway Street 1 in 44 ;
Gooder Lane on each side of its junction with the diverted Railway Street 1 in 50 ;
Victoria Street 1 in 40 ;
East Street and John Street 1 in 17 :
- (4.) The Company shall make a proper and convenient flight of steps not less than nine feet in width from and in a line with Scotty Bank to East Street with proper approaches thereto and such flight of steps shall commence on the east side of Bridge End and terminate at the junction of East Street with John Street and the Company shall provide and erect proper and sufficient lamps for lighting the steps and approaches :
- (5.) In the diversion of Lillands Lane and Scotty Bank the Company shall construct the same on the levels shown on the plan and section signed by William Barton Worthington on behalf of the Company and by Emerson Brooke on behalf of the corporation and the junction of Thornhill Road with the last-mentioned diversion shall be so made that the angle of the junction shall not be worse than that of the junction of the existing roads and the Company shall not stop up Lillands Lane or Scotty Bank until they shall have made and completed the diversions in accordance with this section :
- (6.) The diverted or altered streets shall be formed sewered paved (except with regard to John Street Victoria Street and East Street which shall be metalled) and channelled by the Company to the reasonable satisfaction of the corporation and the Company shall to the like satisfaction construct a flagged footpath four feet six inches in width on each side of the roadway of

such streets except in Lillands Lane and Scotty Bank where one footpath only shall be constructed and the Company shall provide and lay down the necessary gas mains and provide and erect proper and sufficient lamps for lighting the diverted or altered streets : A.D. 1897.

- (7.) The Company shall keep the surface of all diverted and altered streets in good repair for a period of one year from the completion of the same and thereafter the corporation shall keep the same in repair :
- (8.) The railway widening shall be carried over Bridge End and Cliff Road by a girder bridge of the full and clear width of those two streets and if before the expiration of seven months from the passing of this Act the corporation shall prescribe a new line of street in Bridge End with a view to the widening of that street the Company shall construct the bridge of such increased width not exceeding nine feet and the headway of the said bridge shall not be less than sixteen feet six inches over Bridge End and no alteration shall be made in the surface of the said streets :
- (9.) The last-mentioned bridge shall be so constructed as to leave a clear opening of not less than three feet between it and the southern face of the bridge carrying the Company's existing railway over those streets and such space shall be maintained open to the sky so as to afford light and air under the bridges :
- (10.) All bridges for carrying the Company's railway or railway widening over any street in the borough of Brighouse shall be constructed and maintained so as to prevent as far as practicable the dripping of water :
- (11.) All the piers or abutments and foundations of every bridge over any street in the borough shall extend and be made below the surface of the ground to such depth as shall be sufficient to allow the corporation to construct repair or relay any sewers drains gas and water mains and pipes :
- (12.) The bridges carrying Gooder Lane and Huddersfield Road over the railway widening shall be so constructed and maintained by the Company as to enable the corporation from time to time to lay down repair and renew sewers and gas and water mains and pipes under the footways over the bridges :
- (13.) In all cases where streets are temporarily stopped or diverted the Company shall at their own cost provide sufficient accommodation for the traffic and access to houses and other places affected thereby with proper fences and lights to the

A.D. 1897.

reasonable satisfaction of the corporation and shall maintain such accommodation and access fences and lights to the like satisfaction :

- (14.) In any case where any house or other building intended to remain standing shall be severed by the Company they shall to the reasonable satisfaction of the corporation build up or repair such house or building so as to prevent unsightly appearances :
- (15.) In sections 18 to 23 of the Railways Clauses Consolidation Act 1845 the words "company or society" shall for the purpose of this section be held to extend to and include the corporation Provided that the provisions of the said Act as regards the depth at which pipes shall be laid shall not apply to any bridge over the railway in which cases they shall be laid at the lowest practicable depth :
- (16.) Whenever it may be necessary to intercept or interfere with any sewer or drain the Company shall before intercepting or interfering with such 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 the corporation at the expense of the Company with any existing sewer or drain and in such manner as shall be reasonably approved by the corporation The corporation may at their option retain the use of such existing sewers which pass under any streets or lands acquired by the Company under the powers of this Act as will not in any way interfere with the construction or working of the railway :
- 17.) Whenever the gas or water mains 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 the supply of gas or water to lay down additional mains pipes or apparatus such additional mains pipes or apparatus (of the same size and description as those previously in use) shall previous to the severance or interference be laid down by the corporation at the expense of the Company :
- (18.) 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 gas or water main pipes or apparatus the Company shall repay to the corporation such cost :

- (19.) In case it shall be necessary to construct the railways over any sewer drain gas or water main or apparatus of the corporation provision shall be made to the satisfaction of the corporation for protecting such sewer drain gas or water main or apparatus from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair : A.D. 1897.
- (20.) The Company shall not permit within the borough any of their bridges by this Act authorised or any of the walls parapets or screens connected therewith on the street side to be used for the posting of bills or other advertising purposes except such as relate to the business of the Company :
- (21.) The Company shall pay to the corporation all 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 such lands or property respectively shall be acquired by the Company until the Company's works are completed and assessed 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 :
- (22.) The Company shall not enter upon or take any of the lands numbered 5 6 9 27 and 28 on the deposited plans in the parish of Dewsbury relating to "Widening railway Bradley Wood to Heaton Lodge near Mirfield" except with the consent in writing of the corporation :
- (23.) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall (unless otherwise agreed upon) be settled by an engineer to be appointed upon the application of either party by the president of the Institution of Civil Engineers.

25. In the construction of the widenings (works B and E) by this Act authorised the following provisions for the protection of the mayor aldermen and citizens of the city of Wakefield (herein-after called "the corporation") shall notwithstanding anything to the contrary in this Act contained and unless otherwise agreed in writing between the corporation and the Company have effect (that is to say) :—

For protection of corporation of Wakefield.

- (1.) Whenever in the execution of the powers in this Act contained it shall be necessary to alter or interfere with the

*
[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 Vict.]
Act, 1897.

A.D. 1897.

sewers water mains or pipes of the corporation such alteration or interference shall be carried out by and under the direction of the corporation but at the expense in all respects of the Company :

- (2.) No existing sewer water main or pipe of the corporation shall be disturbed altered or interfered with by the Company in execution of the works authorised by this Act or at any time thereafter until a substituted sewer water main or pipe shall have been provided laid and constructed by the corporation of a capacity and at a level or levels which shall preserve to the reasonable satisfaction of the city surveyor the free and uninterrupted flow and passage of sewage or water through the same respectively The cost to be incurred by the corporation in providing laying and constructing such substituted sewer water main or pipe shall be paid by the Company to the corporation on demand :
- (3.) The widenings of the railway over Denby Dale Road and Thornes Road near the Bishop Blaize Inn shall be constructed on the north side of the existing railway and shall be carried over such streets by flat girder bridges of one span and of the full width of the existing streets respectively as shown by red lines on the plan A signed by William Barton Worthington the engineer on behalf of the Company and Richard Porter the city surveyor on behalf of the corporation and the Company shall construct an arched footway through the support for such widenings between the existing railway and the Bishop Blaize Inn to the reasonable satisfaction of the corporation :
- (4.) The widening of the railway over Thornes Lane shall be constructed on the north side of the existing railway and shall be carried over such street by a flat girder bridge of one span and of the full width of the existing street as shown by red lines on the said plan :
- (5.) The height of the bridges over Thornes Road Denby Dale Road and Thornes Lane respectively shall be the greatest height that can reasonably be given without raising the level of the rails of the existing railway :
- (6.) The Company shall carry the foundations of all extensions of the abutments of the bridges carrying the railway over Denby Dale Road Thornes Road and Thornes Lane aforesaid down to below the level of the bottom of the sewers laid in such streets respectively and the foundations of the extension of the abutments of the bridge carrying the railway over the road

near Cooper Bridge railway station down to a depth of five feet at the least below the surface of the road : A.D. 1897.

- (7.) The Company shall make and maintain the whole of the bridges as far as practicable thoroughly water-tight and drip-dry and shall if and when required by the corporation light such bridges and the arched footway near the Bishop Blaize Inn by day and by night to the reasonable satisfaction of the corporation :
- (8.) In carrying out the works authorised by this Act or any of them the Company shall use the utmost expedition and shall not unnecessarily impede the traffic on the streets over which the said widenings are proposed to be made :
- (9.) The Company shall not under the powers of this Act except temporarily take stop up divert or interfere with any streets in the city of Wakefield on the south side of their existing railway :
- (10.) The Company shall extend all culverts under the railway taking water from watercourses under the proposed widenings to the satisfaction of the corporation :
- (11.) The Company shall submit to the corporation for their information and approval the plans for carrying the works before mentioned into effect so far as they affect any public street or waterway under the control of the corporation with figured heights and dimensions and all such works shall be constructed and done to the reasonable satisfaction of the corporation and at the cost of the Company Provided that if the corporation do not within a period of twenty-eight days after the submission of the said plans express their approval or disapproval thereof the same shall be deemed to be approved :
- (12.) The Company shall not permit within the city any of the said bridges or the parapets or screens of any of them on the street side to be used for the posting of bills or other advertising purposes except such as relate to the business of the Company :
- (13.) All differences or questions which may at any time arise between the Company and the corporation as to the construction or effect of the foregoing provisions or the performance or observance thereof or any matters connected therewith shall be determined by an arbitrator to be agreed upon between the Company and the corporation or in default of agreement to be appointed by the Board of Trade on the application of either party and the decision of every such arbitrator shall be binding and conclusive and the costs of the arbitration shall be in his

A.D. 1897.

discretion and the Arbitration Act 1889 shall apply to any such arbitration.

For protection of corporation of Huddersfield.

26. In constructing and maintaining the works by this Act authorised and in exercising any powers by this Act conferred upon the Company the following provisions for the protection of the mayor aldermen and burgesses of the borough of Huddersfield (in this section called "the corporation") shall have effect unless otherwise agreed on between the corporation and the Company (that is to say):—

- (1.) In sections 18 to 23 of the Railways Clauses Consolidation Act 1845 the words "company or society" shall for the purposes of this Act be held to extend to and include the corporation:
- (2.) If the Company shall interfere with any water mains or pipes of the corporation all alterations of the same and all additional mains and pipes rendered necessary by any works authorised by this Act shall respectively be made and laid at the expense of the Company by the corporation in accordance with plans to be previously submitted by the Company to and reasonably approved by the engineer of the corporation Provided that if he fail to signify his approval or disapproval or to state his requirements with respect to such plans within twenty-one days after the deposit thereof at his office in the town hall of the said borough he shall be deemed to have approved thereof:
- (3.) The widened portion of the bridge for carrying the said widening of the railway between Bradley Wood and Mirfield over the footway from Lower Quarry Road to Bradley Hall Farm shall have a span and headway throughout not less than that of the existing bridge:
- (4.) The said bridge and works so far as they affect the said footway shall be constructed under the superintendence and to the reasonable satisfaction of the surveyor of the corporation and in accordance with a plan and section to be approved of by him before the commencement of the work Provided that if he fail to approve or disapprove or to state his requirements in relation thereto for twenty-one days after the deposit of the said plan and section at his said office he shall be deemed to have approved thereof:
- (5.) The Company shall not interfere with the traffic on the said footpath further or longer than is absolutely necessary for constructing the widening of the said bridge and shall at all times during such construction maintain a sufficient footway

clear of obstruction for the passage of foot passengers along the said footway :— A.D. 1897.

- (6.) If any difference should arise between the corporation and the Company touching this section or anything to be done or not to be done thereunder such difference shall be determined by an engineer to be appointed (unless otherwise agreed on) by the Board of Trade on the application of either the corporation or the Company.

27. Notwithstanding anything in this Act or the Acts incorporated herewith contained the following provisions for the protection of the mayor aldermen and burgesses of the borough of Batley (herein-after in this section referred to as "the corporation") shall have effect:— For protection of corporation of Batley.

- (1.) The Company shall not for the purpose of constructing the works by this Act authorised or any part thereof raise sink or otherwise alter the position of the fifteen-inch water main pipes apparatus and works of the corporation laid and constructed along the road numbered on the deposited plans 16 in the township of Clifton and parish of Dewsbury in the west riding of the county of York and known as Cooper Bridge Road except in accordance with a plan section and specification to be previously submitted by the Company to and approved of by the corporation and in case of difference to be settled by an engineer to be appointed as herein-after provided. Provided always that if the corporation shall for the period of one month neglect to approve or disapprove such plan section or specification they shall be deemed to have approved thereof :

- (2.) The Company shall in the execution of the works by this Act authorised make all such provision and do all such works matters and things as may be requisite for the due protection support and maintenance as well during the execution of the works by this Act authorised as after the completion thereof of the said mains pipes apparatus and works of the corporation and for preventing any injury or interruption to the works and water supply of the corporation. The whole of the works for the purposes aforesaid shall be done under the superintendence of the engineer to the corporation and the Company shall give to the said engineer not less than forty-eight hours' notice for that purpose. Moreover the corporation may if they so elect carry out themselves any such alteration as aforesaid of the said water main pipes apparatus and works at the expense in all things of the Company :

A.D. 1897.

- (3.) If by reason of the execution of the works by this Act authorised or the repair or want of repair or due or proper maintenance thereof or otherwise by reason of the said works any repairs renewals or alterations of the said water mains or pipes or any other apparatus and works of the corporation are required such repairs renewals or alterations shall be effected by the corporation at the expense of the Company and the Company shall pay to the corporation full compensation in respect of any damage or injury which may be occasioned or done to any of their mains pipes or waterworks by reason of the execution of the said works by this Act authorised or the repair or want of repair or due and proper maintenance of such last-named works or otherwise on account thereof as aforesaid :
- (4.) If by reason of the construction of any of the works by this Act authorised interruption shall at any time be occasioned to the water supply of the corporation or if any such interruption shall at any time be occasioned by any repairs of the works of the Company or for or by reason of any want of repair or due or proper maintenance thereof the Company shall forfeit and pay to the corporation the sum of fifty pounds for every day during which such interruption shall continue and the same and all other sum or sums of money payable by the Company to the corporation under this section may in the event of non-payment thereof within fourteen days after written demand be recovered by the corporation as a debt from the Company with full costs in any court of competent jurisdiction :
- (5.) The corporation shall not be liable to the Company in respect of any damage which may at any time hereafter be occasioned to any of the works by this Act authorised or to any of the lands houses buildings railways works or hereditaments of the Company by reason of the giving way of the said water mains pipes apparatus and works of the corporation due to the construction of the works authorised by this Act or to any repairs thereof or to any want of repair or due or proper maintenance thereof and the Company shall indemnify and keep indemnified the corporation from and against all claims which may be made upon them in respect of any such damage which may at any time hereafter be done in manner aforesaid to any person or persons or corporation or corporations or to their lands houses buildings works or hereditaments :
- (6.) If any difference arise between the corporation and the Company touching this section or anything arising thereunder such difference shall be settled by an engineer to be agreed

upon between the parties or failing agreement to be appointed by the president of the Institution of Civil Engineers on the application in writing of either of the parties in difference and his decision shall be conclusive and the costs of the reference shall be borne as he shall direct: A.D. 1897.

- (7.) Such of the provisions of sections 18 to 23 inclusive of the Railways Clauses Consolidation Act 1845 as are applicable shall so far as the same are not inconsistent with or varied by the provisions herein-before in this section contained and subject thereto apply to the water mains and pipes of the corporation and in those sections the words "company or society" shall for the purposes of such application be held to extend to and include the corporation.

28. For the benefit and protection of the Mirfield Urban District Council (in this section called "the council") the following provisions shall unless otherwise agreed between the council and the Company have effect and shall be observed and performed by the Company in making and maintaining the widening at Mirfield (work c) by this Act authorised:—

For pro-
tection of
Mirfield
Urban
District
Council.

- (1.) The Company shall construct under the walls supporting the roof of Mirfield station one on either side of the said bridge numbered 80 on the deposited plans and for the full span thereof two openings having an average width of six feet in the clear at the under side of the said bridge and two feet six inches open space on the upper side of the said bridge the remainder of the space of six feet wide on the upper side of the said bridge to be covered with open ironwork gratings These openings shall be constructed so as to prevent as far as reasonably practicable cinders or other rubbish dropping on to the road or pathway Such openings may be intercepted by the girders of the said bridge now existing and crossing obliquely :
- (2.) The Company shall also construct three deck lights in the platform of their Mirfield station covered with glass at the top and open at the under side on the roof of the bridge opposite the present entrance to the station eighteen feet long and of a width corresponding with the space between the existing girders carrying the platform Such deck lights shall be kept free from all obstruction :
- (3.) The Company shall face the easterly abutment of the existing bridge carrying their said station and the proposed extension of the said bridge with white glazed bricks the full height and

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width of the abutment to the under side of the girders and in carrying out this work they may decrease the width of the roadway under the said bridge by a width not exceeding eighteen inches :

- (4.) The clear headway of the proposed extension of the said bridge shall not be less than twelve feet one inch and in order to enable the Company to get such headway the Company may lower the level of the road as far as may be necessary under the proposed extension of the said bridge the gradient to be run out along the Hopton Bridge Road to a point fifty yards from the south face of the existing bridge measured along the centre of the roadway :
- (5.) All the said works shall be completed to the satisfaction of the council's surveyor prior to the opening of the said extension or widening for public traffic :
- (6.) If any difference arise between the corporation and the Company with reference to any of the matters provided for by this section the same shall be settled by an engineer to be agreed upon between the parties or failing agreement to be appointed by the president for the time being of the Institution of Civil Engineers on the application in writing of either party his decision to be conclusive and the costs of the reference borne as he shall direct.

As to
widening of
main line
at Thornhill
(work D).

29.—(1.) The widening of the railway (work D) shall be partly on the north side and partly on the south side of the existing railway and shall be carried over Forge Lane by flat girder bridges having throughout a clear span measured on the square of not less than thirty-six feet or of not less than thirty feet if the existing bridge carrying the Company's railway over Forge Lane be removed and reconstructed in manner herein-after provided and a clear headway of not less than thirteen feet and two inches above the surface of the road at the place of crossing.

(2.) The Company if so required by notice in writing sent to their principal office at any time within six months after the passing of this Act given either by the mayor aldermen and burgesses of the borough of Dewsbury (in this section called "the corporation") or by Edward Theodore Ingham or other the owner of the Thornhill Collieries and Estate (in this section called "the owner") shall remove the existing bridge carrying their railway over Forge Lane and shall reconstruct the same as a flat girder bridge having throughout a clear span measured on the square of not less than thirty feet and a clear headway of not less than thirteen feet and

two inches above the surface of the road and with an opening in the floor of such bridge at least six feet wide of the full span of the bridge so as to allow admission of light to the roadway and shall complete such reconstruction within three years from the delivery of such notice to the Company.

A.D. 1897.

(3.) The abutment walls of the bridges carrying the said widening over Forge Lane and of the existing bridge if reconstructed shall extend and be made below the surface of the ground to such depth as will be sufficient to enable a headway to be obtained under each of the said bridges of not exceeding fifteen feet above the surface of the road and shall be at all times maintained by the Company in a sound and so far as may be practicable in a water-tight and drop-dry condition. The abutment walls of the bridges carrying the said widening shall be faced with white glazed bricks provided that if the existing bridge be reconstructed the Company shall in lieu thereof face with white glazed bricks such portions as may be desired by the corporation or the owner of the abutment walls of any or either of such bridges as shall be equal in area to the area of the abutment walls of the said bridges carrying the said widening.

(4.) If in order to obtain such additional headway the corporation or the owner shall lower the road under the said bridges and it shall be found necessary to lower the culvert which passes under the railway and goods yard of the Company in order to effectually drain the road so lowered then and in such case on notice in writing being given to the Company in that behalf by the corporation or the owner the Company shall permit the corporation or the owner as the case may be at their or his cost to lower the said culvert where it passes under the said railway and goods yard such work to be done under the superintendence and to the reasonable satisfaction of the Company's engineer and in accordance with a plan section and specification which shall have been previously submitted to and approved by the said engineer or in case of difference by an engineer to be appointed by the president of the Institution of Civil Engineers on the application in writing of either party and his decision shall be conclusive.

(5.) The corporation or the owner requiring the reconstruction of the existing bridge over Forge Lane shall and will on the completion of such reconstruction in manner aforesaid pay to the Company the sum of two thousand five hundred pounds as a contribution to the cost thereof. Provided that the urban district council of the district of Thornhill in the county of York (in this section called "the district council") may if they think fit

A.D. 1897. — contribute towards the said sum of two thousand five hundred pounds any amount not exceeding seven hundred and fifty pounds which shall be paid to the Company upon the completion of the reconstruction of the bridge and shall be accepted by them on account and as part payment of the said sum of two thousand five hundred pounds.

(6.) The corporation and the district council may respectively from time to time borrow on the security of the general district rates of their respective districts any amounts paid by them respectively to the Company under the provisions of this section and the corporation may from time to time borrow upon such security any moneys expended by them in the lowering of Forge Lane for the purpose of obtaining additional headway under the said bridges and the provisions of sections 236 237 238 and 239 of the Public Health Act 1875 shall be applicable to the mortgages made by the corporation and the district council respectively under this section. The corporation and the district council shall pay off all moneys borrowed by them respectively under this section within thirty years from the borrowing of the same in accordance with the provisions of the Public Health Act 1875 as if the same were borrowed under that Act.

For protection of
Edward
Theodore
Ingham.

30. For the protection of Edward Theodore Ingham or other the owner or owners for the time being of the Thornhill Collieries (herein-after referred to as "the owner") the following provisions unless otherwise agreed between the Company and the owner shall apply and have effect:—

(1.) Notwithstanding anything in this Act contained the Company shall not in the construction of the widening (b) by this Act authorised take interfere with or prejudicially affect the bridge carrying the colliery railway belonging to the owner over the Calder and Hebble Canal nor shall the Company take use or interfere with any land or other property belonging to the owner numbered 11 and 12 on the deposited plans of property in the township and parish of Dewsbury subject nevertheless to the provisions of the agreement in the next sub-section mentioned nor cover over any portion of the road called Forge Lane numbered 15 on the same plans on the southerly side of the existing bridge lying beyond thirty feet from the southerly face of such bridge:

(2.) Except as authorised by this section nothing in this Act contained shall alter diminish prejudice or affect the rights powers and privileges of the owner or the obligations and

liabilities of the Company under an agreement bearing date the twenty-ninth day of April one thousand eight hundred and seventy-nine made between the Company of the one part and Edward Theodore Ingham of the other part whereby it is provided that if and so often as the Company shall require to widen alter or provide additional accommodation for their railway and for any of such purposes shall require the removal or alteration of sidings and appliances belonging to and used by the owner they shall be at liberty at their own expense to effect such removal or alteration provided that they shall in case of removal provide another siding in substitution of equally good and efficient accommodation on his adjoining land or that of the Company And notwithstanding any powers and authorities by this Act conferred the Company shall not be entitled to and shall not proceed with any works or operations which may interfere with the free user and enjoyment of the sidings now used by the said Edward Theodore Ingham unless and until they shall have provided substituted sidings to the satisfaction of the owner or his surveyor and the obligations in the said agreement of the twenty-ninth day of April one thousand eight hundred and seventy-nine contained on the part of the Company with respect to the said sidings shall in all other respects have been fully complied with :

A.D. 1897.
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- (3.) If the Company shall in the carrying out of the said widening (b) acquire interfere with or affect the carriage road and land numbered 16 and 17 on the deposited plans of property in the township and parish of Dewsbury or the carriage road and land numbered 12 and 15 on the deposited plans of property in the township and parish of Thornhill they shall to the satisfaction of the owner or his surveyor provide an equally good convenient and sufficient carriage road in substitution therefor :
- (4.) In case of any difference arising between the Company and the owner concerning the true intent and meaning of any of the provisions of this section the same shall be referred to the arbitration of an engineer to be nominated on the application of either party with seven days' notice to the other by the president of the Institution of Civil Engineers and the expense of such arbitration shall be borne and paid as the arbitrator may direct.

31. The following provisions for the protection and benefit of the Dewsbury and Heckmondwike Waterworks Board (herein-after referred to as "the board") shall unless otherwise agreed in

For the protection of the Dewsbury and Heck-

A.D. 1897. writing between the Company and the board have effect (that is to say):—

mondwike
Waterworks
Board.

(1.) The railway widening (D) by this Act authorised shall be carried over the occupation road numbered 4 on the deposited plans in the township of Dewsbury relating to "Widening railway Dewsbury Junction to Thornhill" in the line and situation shown on the plan signed by William Barton Worthington on behalf of the Company and by George Henry Hill on behalf of the board and the abutments of the bridge carrying the said widening over the said road shall extend and be made below the surface of the ground to such depth as will be sufficient to allow the board to construct repair and relay the aqueduct conduit or lines of pipes which they are authorised to construct under and along that road or if the board shall have laid down the said aqueduct conduit or lines of pipes before the Company shall have commenced the construction of the said bridge they shall so construct the same as not to interfere with the said aqueduct conduit or lines of pipes or the repair or renewal thereof:

(2.) In sections 18 to 23 of the Railways Clauses Consolidation Act 1845 the words "company or society" shall for the purposes of this Act extend to and include the board.

For pro-
tection of
corpora-
tion of
Dewsbury.

32. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Dewsbury (herein-after referred to as "the corporation") shall unless otherwise agreed in writing between the Company and the corporation apply and have effect:—

(1.) 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 of Dewsbury fourteen 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 gas and water mains pipes and apparatus proposed to be interfered with and the Company in carrying out the same shall take all reasonable precautions and do and maintain such works as may be reasonably necessary for preventing any injury to the property or works of the corporation and make good all damage thereto:

(2.) In sections 18 to 23 of the Railways Clauses Consolidation Act 1845 the words "company or society" shall for the

purposes of this Act be held to extend to and include the corporation : A.D. 1897.

(3.) If in the execution of the powers of this Act it shall be necessary to intercept or interfere with or disturb any existing sewer or drain the Company shall before intercepting or interfering with or disturbing 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 interfered with or disturbed and such substituted sewer or drain shall be connected by and at the cost of the Company with any existing sewer or drain which may be intercepted or interfered with or disturbed and in such a manner as shall be reasonably approved by the corporation :

(4.) The widened portion of the bridge for carrying the said widening over the road and public footpath numbered 4 on the deposited plans in respect of the township of Dewsbury shall have a span and headway throughout not less than that of the existing bridge :

(5.) The said bridge and works shall (subject to the provisions of the section of this Act the marginal note whereof is " For the protection of the Dewsbury and Heckmondwike Water-works Board ") be constructed under the superintendence and to the reasonable satisfaction of the surveyor of the corporation and in accordance with a plan and section to be approved of by him before the commencement of the work Provided that if he fail to approve or disapprove or to state his requirements in relation thereto for twenty-one days after the deposit of the said plan and section at his office he shall be deemed to have approved thereof :

(6.) If any difference should arise between the corporation and the Company touching this section or anything to be done thereunder such difference shall (unless otherwise agreed) be determined by an engineer to be appointed by the president for the time being of the Institution of Civil Engineers.

33. For the protection of the Wakefield Rural District Council (in this section herein-after referred to as " the council ") and of the highways and footpaths in the district of the council subject to their jurisdiction the following provisions shall unless otherwise subsequently agreed between the Company and the council (notwithstanding anything contained in this Act or shown on the deposited plans or sections) have effect (that is to say) :—

For protection of Wakefield Rural District Council.

A.D. 1897.

AS TO WIDENING OF RAILWAY BETWEEN HORBURY AND WAKEFIELD—

(1.)—(A.) In widening their railway between the points in the townships of Horbury and Wakefield shown on the deposited plans the Company shall not increase the gradient of the footpath leading from Thornes Park Road in the township of Alverthorpe towards Horbury Junction station which passes under the existing railway near Boat House Farm weir by means of an arched passage and the Company shall carry the extension of their railway by this Act authorised over such footpath by means of an arched passage of the same height and width as that by which the existing railway crosses the said footpath ;

(B.) The Company shall substitute for the flights of steps by which the said footpath under their railway is at present approached from the north side a new flight of steps in the line and direction and to be constructed in the manner shown on a plan signed by Frank Massie on behalf of the council and by William Hunt on behalf of the Company ;

(C.) The Company shall also provide sufficient top lights between the present arch and the proposed widening to satisfactorily light the said footpath during the daytime :

AS TO WIDENING OF RAILWAY NEAR NORMANTON—

(2.) In widening their railway between the points in the township of Warmfield-cum-Heath and in the extra-parochial place of Newland otherwise Newland-with-Woodhouse Moor shown on the deposited plans the Company shall not interfere with or alter the level or gradient of the footpath and bridle road leading from Warmfield to Newland which passes over the Company's existing railway at Goosehill by means of a bridge and shall construct the extension of the bridge carrying such footpath and bridle road over the extension of their railway by this Act authorised of not less width than the existing bridge :

(3.) The works referred to in this section shall be carried out to the reasonable satisfaction of the engineer for the time being of the council :

(4.) If any difference shall arise between the council and the Company with reference to any of the matters provided for by this section the same shall be referred to an arbitrator to be appointed by the Board of Trade on the application of either the council or the Company and the provisions of the Arbitration Act 1889 shall apply to such arbitration.

34. For the protection of the West Riding Railway Committee A.D. 1897.
(in this section referred to as "the committee") the following provisions shall have effect (that is to say):—

For pro-
tection of
West Riding
Railway
Committee.

(1.) In this section the expression "the works" means the widening of the bridge and any works connected therewith which carries the committee's railway over the Company's main line from Horbury to Wakefield. In constructing the works the Company shall not increase the span of the said bridge to a greater width than fifty-two feet eight inches measured on the square :

(2.) The works shall be executed in accordance only with such plans sections and specifications as shall have been reasonably approved by the engineers for the time being of the committee and under their superintendence and to their reasonable satisfaction but in all things at the expense of the Company :

(3.) The Company or their contractors or any person in their respective employ shall not in any way obstruct or interfere with the free uninterrupted and safe user of the railway of the committee or the conveyance or passage of traffic thereon :

(4.) The Company shall maintain the works in substantial and good repair to the satisfaction of the said engineers for a period of twelve months from the completion thereof and after the expiration of that period the works shall become the absolute property of the committee and be vested in and maintained by the committee for ever thereafter :

(5.) The Company shall on demand pay to the committee all reasonable expenses of the employment by the committee during the construction of the works of a sufficient number of inspectors and watchmen to be appointed by the committee for watching the said railway during such construction and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from any acts or defaults of the Company or of their contractors or any person in their respective employ :

(6.) The Company shall be responsible for and make good to the committee all costs losses damages and expenses from time to time occasioned to the committee or to their railway and other works and property or to the traffic thereon respectively or to any company or person using the same by reason of the construction or maintenance during the said period of the works or any of them or of any act or omission of the Company or their contractors or any person in their respective

A.D. 1897.

employ and the Company shall effectually indemnify and hold harmless the committee from all claims and demands upon or against them in respect of any failure or any such act or omission as aforesaid during such construction or such period of maintenance :

- (7.) If any difference shall arise between the respective engineers of the Company and the committee under any provision of this section such difference shall be settled by an engineer to be agreed on between the Company and the committee or failing agreement to be appointed on the application of either of them by the president of the Institution of Civil Engineers and the costs of such settlement shall be in the discretion of the said engineer.

For protection of
Pemberton
Urban
District
Council.

35. Notwithstanding anything in this Act or in the deposited plans and sections contained the Company shall not enter upon take or use any of the lands or property of the urban district council of Pemberton numbered on the deposited plans 3 in the township of Orrell relating to "widening railway at Orrell" except with the consent of the council under their common seal.

For protection of
Winstanley
Estate of
Eleanor
Starkie
Letterewe
Banks.

36. For the protection and benefit of Eleanor Starkie Letterewe Banks being or claiming to be the tenant for life of the Winstanley Estate in the township of Winstanley and parish of Wigan in the county of Lancaster and her successors in title or estate the following provisions shall unless otherwise agreed have effect (that is say) :—

- (1.) In constructing the widening of their Liverpool and Bury Railway in the township of Winstanley in the parish of Wigan the Company shall at their own cost in all respects erect a bridge of brick iron or steel to connect the lands numbered 15 and 18 on the deposited plans over the widened railway together with the approach roads on either side thereof so far as such roads can be made within the limits of deviation shown upon the deposited plans :
- (2.) Such bridge shall be so constructed as to allow of the said road being of the clear width of twelve feet between the parapet walls and fences thereof and the Company shall construct and maintain for a distance of not less than five yards on each side of the parapet walls and fences effective screens which with the parapet walls shall not be less than six feet in height and a suitable rail fence on each side of the approaches within the limits of deviation for the whole length and the gradients of such approaches shall not be steeper on the south side than 1 in 34 nor steeper than 1 in 20 on the

north side within the said limits of deviation and such parapet walls and screens and the fences of the approaches shall be parallel to the centre of the road : A.D. 1897.
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- (3.) The Company shall also at their own cost in all respects construct a suitable bridge to carry the occupation road numbered 12 on the deposited plans over the widening such bridge to be of a width not less than the existing bridge with parapet walls and fences of the same height as those of the existing bridge with a suitable rail fence on each side of the approach (if any) for the whole length thereof and the gradients of such approach shall not be steeper than 1 in 16 Such parapet walls and fences shall be parallel to the centre of the road :
- (4.) The Company shall at all times at their own cost repair and maintain the said bridges and the roads over the same so far as such roads are within their limits of deviation on each side of the railway in a proper and efficient state and condition :
- (5.) In the construction and completion of the widening which the Company are by this Act empowered to make they shall interfere as little as may be with the branch railway siding and junction connecting the Winstanley Colliery with the main line of railway of the Company at and to the west of the point of termination of the proposed widening and junction with the Company's Liverpool and Bury line as shown on the deposited plans and which colliery branch railway was made and constructed under the provision contained in section 76 of the Liverpool and Bury Railway Act 1845 and the Company shall make good all damage resulting from such interference with the said branch railway siding or junction and the work rendered necessary in connection with the same in consequence of the widening by this Act authorised shall be executed to the reasonable satisfaction of the agent or surveyor for the time being of the Winstanley Estate and the Company shall pay full compensation and make good all damage done to the said siding :
- (6.) Nothing in this Act contained shall in any way prejudice lessen or interfere with the rights and privileges of the said Eleanor Starkie Letterewe Bankes or her successors in title or estate under the last-mentioned Act and particularly the rights and privileges secured by sections 71 and 76 of the said Act but such rights and privileges shall at all times hereafter be had and exercised as if this Act had not been passed and shall extend to the widening by this Act authorised.

A.D. 1897.

For pro-
tection of
Horwich
Urban
District
Council.

37. For the protection of the urban district council of Horwich in the county of Lancaster (in this section called "the district council") the following provisions unless otherwise agreed between the district council and the Company shall have effect viz. :—

(A.) The Company shall not enter upon take or use for the purposes of the widening of the Bolton and Preston section of the North Union Railway in the township of Blackrod by this Act authorised any greater portion of the sewage works and land belonging to or reputed to belong to the district council and marked 10 on the deposited plans and book of reference for such widening than that delineated and coloured red on the plan marked A signed in duplicate by Joseph Elijah Jackson on behalf of the district council and by William Barton Worthington on behalf of the Company :

(B.) The Company shall at their own expense take down and remove the fence which now divides the said sewage works from the North Union Railway and construct and for ever afterwards maintain between the said sewage works of the district council and the works of the Company along the new boundary line of the said sewage works a fence of the same height and character in all respects as the existing fence as a boundary fence The Company shall also construct form metal and kerb on the northerly side of the new boundary fence a road in all respects as good as and in the place of the road which is situate at the present time within the said sewage works close to and on the northerly side of the existing boundary fence Such new fence and road shall be constructed in all respects to the reasonable satisfaction of the district council :

(C.) For the purpose of affording the district council access to their Red Moss Estate the Company before they stop up any portion of the occupation road belonging to the district council numbered 3 on the deposited plans relating to "lands at Blackrod" and in any case within two years from the passing of this Act shall construct form and metal a good and sufficient cart road not less than twelve feet in width to connect the road known as the Chorley New Road with such estate from the point A to the point C and in the general line shown in red upon the plan marked B signed in duplicate by the said Joseph Elijah Jackson and William Barton Worthington and the Company shall at all times keep the same road in good order and condition for cart traffic to the reasonable satisfaction in all respects of the district council And the district council their lessees tenants officers and servants and all others on behalf of the district council and

with their permission shall be entitled to the free user thereof whether on foot or on horseback and with or without horses cattle carts and carriages in connection with the said Red Moss Estate of the district council and especially for the purpose of carting carrying or conveying ashpit rubbish or night soil over the same from the Chorley New Road to the said estate and also for all purposes connected with farm operations on the said estate : A.D. 1897.

(D.) In the event of the works or operations of the Company or the exercise of any of the powers in this Act contained interfering with or prejudicially affecting the present drainage of any property belonging to the district council or of any roads under their jurisdiction or the outfalls of such property or the passage or escape of flood water therefrom as freely as at present the Company shall at their own expense restore and make good such drainage roads or outfalls and provide for the passage or escape of such flood waters as freely as at present to the reasonable satisfaction of the district council and if the Company shall make default in so doing they shall pay the district council full compensation for any damage or injury sustained by them or in consequence of such default :

(E.) In case of any difference arising between the Company and the district council with respect to any of the matters in this section contained such difference shall be settled and determined by an engineer to be nominated as arbitrator by the president of the institution of civil engineers :

(F.) Nothing in this section contained shall prejudice abridge lessen or defeat the right of the district council to be paid the full purchase money and compensation for land acquired from or injury occasioned to them by or in consequence of the works of the Company.

38. For the protection and benefit of the urban district council for the district of Blackrod (in this section referred to as "the council") in relation to the widening of the railway (work H) by this Act authorised and the works connected therewith the following provisions shall unless otherwise agreed in writing between the council and the Company apply and have effect (that is to say) :— For protection of Blackrod District Council.

(1.) The bridge to be constructed by the Company to carry Station Road over their Bolton and Preston Railway eastward of the Blackrod station and the widening of the said railway by this Act authorised shall be constructed of the clear width between the parapet walls of not less than thirty-three feet such parapet

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walls to be carried up to the height of not less than four feet above the roadway :

- (2.) The approaches on either side of such bridge so far as they may be interfered with by the Company shall be made good by them at their own cost to the reasonable satisfaction of the engineer of the council :
- (3.) The said bridge shall be maintained by the Company the roadway over the same shall be made good by them at their own cost to the reasonable satisfaction of the council or their engineer and afterwards the said roadway over the bridge and approaches shall be from time to time repaired and maintained by the council at their own cost :
- (4.) The Company shall at their own cost in all respects construct a pipe bay underneath the roadway of the said bridge co-extensive with the sewer pipe over the existing railway and with the pipe which will be uncovered by the widening authorised by this Act such pipe bay to be so constructed as to ensure that the sewer pipe to be laid therein shall not be liable to be damaged by the traffic passing over the bridge and so that such pipe may be reasonably accessible for inspection repair or renewal The Company shall also at their own cost and in substitution for the existing pipe (which is to be removed by and at the expense of the council) lay a new pipe in the bay so to be constructed extending over the existing railway and widening thereof and the council shall connect the same at each end with the existing line of sewer The work to be executed by the Company shall be carried out to the reasonable satisfaction of the council or their engineer :
- (5.) The council shall at their own cost maintain and keep in repair the sewer over the railway and the widening thereof when so laid by the Company but they shall be freed from the obligation to pay to the Company one guinea per annum under the agreement of the twenty-seventh December one thousand eight hundred and ninety-four made between the Company and the council (therein described as "the Blackrod Local Board") and such annual payment shall cease from and after the completion of the work referred to in the last preceding sub-section :
- (6.) If any question or difference shall at any time arise between the Company and the council touching any of the matters provided for by this section the question in difference shall on the application of the Company or the council be referred to and determined by an arbitrator to be appointed by the Board of Trade.

39. In constructing and maintaining the widening of the Bolton and Preston section of the North Union Railway by this Act authorised and in exercising any of their powers in connection therewith by this Act conferred upon the Company the Company shall unless otherwise agreed upon between the mayor aldermen and citizens of the city of Liverpool (in this section referred to as "the corporation") and the Company observe perform and fulfil the following stipulations and conditions viz. :—

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For pro-
tection of
corporation
of Liverpool.

- (1.) Before the Company interfere with the water main of the corporation now laid under the said North Union Railway and before carrying out such widening as aforesaid they shall construct under the existing railway and also under the proposed widening a tunnel for the said aqueduct sufficient to admit a line of pipes of not less diameter than that now laid under the existing railway and so as to enable the same to be laid examined repaired renewed and removed and shall also divert the said aqueduct through the said tunnel in manner herein-after described :
- (2.) The said tunnel shall be constructed between the points marked "A" and "B" on the plan signed by William Barton Worthington engineer to the Company and Joseph Parry engineer to the corporation and shall be provided with sufficient pumping apparatus to enable the tunnel to be freed from any water which may from time to time accumulate in it so as to allow the pipe line to be examined repaired renewed and removed and the diversion of the aqueduct between the points marked "C" and "D" shall be in the line and at the levels shown on the said plans and sections :
- (3.) The said tunnel and pumping apparatus shall be of the dimensions and constructed according to such designs and at such levels and the works shall be carried out in such manner as shall be reasonably approved by the water engineer of the corporation :
- (4.) The junctions pipes manholes and other apparatus required for the said diversion shall be of such design size character and materials as the said water engineer may require and shall be laid and fixed in such manner as he may direct :
- (5.) The said tunnel and all other works before described together with any other works that may be found necessary including the provision of the said pipes junctions manholes and other apparatus shall be carried out and executed by and at the expense of the Company and after completion of the works the said tunnel and pumping apparatus shall thereafter be

A.D. 1897.

maintained and repaired by the Company at their own expense :

- (6.) The Company shall also provide such means of approach to the said tunnel on either side thereof as the water engineer of the corporation may reasonably require :
- (7.) So far as the pipes necessary to carry out the diversion of the aqueduct are laid in land belonging to the Company the corporation shall have a perpetual easement in such land for the purpose of maintaining inspecting repairing or renewing the said pipes and to break up the surface of the ground for that purpose without being liable to pay any compensation to the Company or any one claiming through them :
- (8.) If by reason of the construction maintenance or working of the said railway or by the failure of any of the works herein-before provided for the corporation shall sustain any damage or injury or incur any liability the Company shall make full compensation in respect thereof and the same shall be recovered in any court of competent jurisdiction :
- (9.) The corporation shall not be liable to the Company for any damages in respect of any failure in the said aqueduct or pipes between the points where the present aqueduct is diverted under the powers of this Act :
- (10.) In case of any difference arising between the corporation and the Company with respect to any matter in this section contained such difference shall be determined on the application of either party by an engineer to be appointed (unless otherwise agreed upon) by the president of the Institution of Civil Engineers.

For pro-
tection of
Bolton
Rural
District
Council.

40. For the benefit and protection of the Bolton Rural District Council (herein-after referred to as "the council") the following provisions shall unless otherwise agreed between the council and the Company have effect and shall be observed and performed by the Company in making and maintaining the widening by this Act authorised of their Bolton and Blackburn Railway (herein-after referred to as "the widening") (that is to say) :—

- (1.) The Company shall carry the footpath which is shown on page 30 of the deposited plans and sections at or near a point 1 furlong and 3 chains from the commencement of the widening and which is now crossed on the level by the said Bolton and Blackburn Railway (herein-after referred to as "the railway") over the railway and the widening by means of a bridge with convenient approaches :

(2.) The Company shall carry the footpath which is shown on the said page 30 at or near the northerly end of the Entwisle station and which is now crossed on the level by the railway under the railway and widening by means of a subway with convenient approaches : A.D 1897.

(3.) The bridge by which the road No. 49 on the said page 30 is now carried over the railway shall in the execution of the widening under the same be reconstructed of stone brick or iron for the purpose of carrying the said road over the railway and the widening of the width of twenty feet clear between the parapets and notwithstanding anything in this Act contained or shown on the deposited plans and sections the provisions of section forty-six of the Railways Clauses Consolidation Act 1845 shall extend and apply to the bridge and to the Company in relation thereto :

(4.) All the works to be made and executed by the Company under the provisions of this section shall be so made and executed in all respects at the cost of the Company on or before the opening of the widening for traffic and to the reasonable satisfaction of the council :

(5.) Any dispute or difference which may arise between the council and the Company with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer to be appointed by the Board of Trade on the application of the council and the Company or either of them.

41.—(1.) None of the rights of Yates Duxbury and Sons their successors or assigns in the water flowing down a pipe or drain on the north side of the said Heywood Extension Railway by this Act authorised to be widened to a sump hole at or near the junction of the Heap Bridge Branch Railway with the said Heywood Extension Railway and thence in the direction of such branch railway to the works of Yates Duxbury and Sons shall be prejudiced by the Company's works and before interfering with any such pipe or drain the Company shall provide sufficient means for preserving the flow of the water as far as possible to the said works as fully amply and sufficiently as Yates Duxbury and Sons are now entitled to enjoy the same and shall as far as possible protect the same from being fouled or rendered impure during the execution of the Company's works and for this purpose the Company will construct all necessary filter beds and will on the completion of the works relay such pipe or drain at the cost of the Company in a convenient and proper

For protection of
Yates
Duxbury
and Sons.

A.D. 1897. manner for collecting the water as heretofore and conveying the same to the said works.

(2.) If any difference shall arise between the said Yates Duxbury and Sons or their successors or assigns and the Company as to the true intent and meaning of this enactment or the mode of giving effect thereto the same shall be determined by arbitration in the manner prescribed by the Arbitration Act 1889.

For pro-
tection of
corporation
of Oldham.

42. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Oldham (herein-after referred to as "the corporation") shall unless otherwise agreed between the Company and the corporation apply and have effect with regard to any works by this Act authorised to be executed within the gas or water limits of supply of the corporation:—

In sections 18 to 23 of the Railways Clauses Consolidation Act 1845 the words "company or society" shall for the purposes of this Act be held to extend to and include the corporation.

For pro-
tection of
Chadderton
District
Council.

43. For the protection of the urban district council of Chadderton (in this section called "the council") the following provisions shall unless otherwise agreed between the council and the Company have effect (that it to say):—

(1.) The Company in carrying out the widening of the railway (work m) by this Act authorised shall reconstruct the bridge carrying the Company's existing railway over Mills Hill Road and shall construct the new bridge for carrying that railway and the widenings by this Act authorised over Mills Hill Road of a clear span of not less than thirty feet and with a headway of not less than twelve feet six inches throughout the whole length and width of the bridge measured from the present surface of the road at the place of crossing and the Company shall carry the abutments of the new bridge to such a depth as will admit of the council lowering the road to such an extent as will afford a headway of fifteen feet Provided that if the council lower the said road they will repay to the Company the cost incurred by them in underpinning to such an extent as they deem necessary such one of the abutments of the existing bridge as the Company in their discretion may decide not to remove:

(2.) The new bridge shall be constructed and maintained so as to prevent as far as possible the dripping of water:

(3.) The council shall on the completion of the new bridge over Mills Hill Road pay to the Company the sum of seven hundred pounds as a contribution to the cost of reconstructing the said bridge:

- (4.) The council may borrow the said sum of seven hundred pounds on the security of the general district rate of the district and the provisions of sections 236 237 238 and 239 of the Public Health Act 1875 shall be applicable to the mortgages made by the council under this section The council shall pay off all moneys borrowed by them under this section within thirty years from the borrowing of, the same in accordance with the provisions of the Public Health Act 1875 as if the same were borrowed under that Act: A.D. 1897.
- (5.) The Company shall construct the diverted road within the district of the council shown upon the deposited plans to the reasonable satisfaction of the surveyor of the council of a uniform width of not less than thirty feet and shall keep the same in repair to the like satisfaction for a period of one year:
- (6.) If in the execution of the powers of this Act it shall be necessary to alter or interfere with or disturb the existing or to make any new sewers or drains such alteration interference and disturbance shall be carried out and such new sewers and drains shall be constructed at the cost of the Company but under the superintendence and to the reasonable satisfaction of the council:
- (7.) In case of any difference arising between the Company and the council with respect to any of the matters in this section contained such difference shall be settled and determined by an engineer to be appointed (unless otherwise agreed upon) by the president of the Institution of Civil Engineers.

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

- (1.) The Company in carrying out the widening of the railway (work m) by this Act authorised shall remove the bridge carrying the Company's existing railway over Baytree Lane and shall construct a new bridge for carrying that railway and the widenings by this Act authorised over Baytree Lane Such bridge shall have a clear span of not less than 25 feet measured on the square with a headway of not less than 12 feet and 6 inches throughout measured from the present surface of the road at the place of crossing and the Company shall carry the abutments of the new bridge to such a depth as will admit of the corporation lowering the road to such an extent as will afford a headway of 15 feet:

[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 VICT.]
Act, 1897.

A.D. 1897.

- (2.) The said bridge shall be constructed and maintained so as to prevent as far as practicable the dripping of water :
- (3.) The diverted footpath or road leading into Baytree Lane by this Act authorised shall be constructed of a uniform width of not less than the width of the existing footpath or road which is proposed to be diverted and shall be levelled formed and paved with convenient approaches thereto at each end to the reasonable satisfaction of the corporation :
- (4.) The Company shall construct the diversion of Mills Hill Road within the borough shown upon the deposited plans to the reasonable satisfaction of the surveyor of the corporation of a uniform width of not less than thirty feet and shall keep the same in repair to the like satisfaction for the period of one year :
- (5.) If in the execution of the powers of this Act it shall be necessary to alter or interfere with or disturb the existing or to make any new sewers or drains such alteration interference and disturbance shall be carried out and such new sewers and drains constructed at the cost of the Company but under the superintendence and to the reasonable satisfaction of the corporation :
- (6.) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 shall extend and apply to the gas mains and apparatus of the corporation and whenever in those sections the words "company or society" are used the same shall for the purposes of this section be held to extend to and include the corporation :
- (7.) In case of any difference arising between the corporation and the Company with respect to any matter in this section contained such difference shall be determined by an engineer to be appointed (unless otherwise agreed upon) by the president of the Institution of Civil Engineers.

For protection of corporation of Accrington.

45. For the protection of the mayor aldermen and burgesses of the borough of Accrington in the county of Lancaster (in this section called "the corporation") the following provisions shall have effect unless otherwise agreed between the corporation and the Company and shall be carried out by and at the expense of the Company (that is to say) :—

- (1.) The Company shall not under the powers of this Act enter upon or take any lands forming part of the cemetery of the corporation in the township of Huncoat in the parish of Whalley other than the strip of land coloured red on the plan

signed in duplicate by William Joseph Newton on behalf of the corporation and by William Barton Worthington on behalf of the Company (which plan is herein-after referred to as "the signed plan") and such land coloured red shall be used by the Company for the purpose only of widening their line and the necessary works connected therewith and for no other purpose whatever : A D. 1897.
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- (2.) The Company shall at their own expense construct and for ever afterwards maintain between the land so taken by them and the cemetery of the corporation a new boundary wall to be built of masonry of a thickness of not less than eighteen inches and not less than nine feet high between the points A and B on the signed plan. The said new boundary wall shall be completed to the satisfaction of the surveyor for the time being of the corporation in all respects before the commencement of the works of the Company in the said township and parish :
- (3.) The Company shall construct to the satisfaction of the corporation all proper and sufficient works for dealing with the existing drains and drainage outfalls of the said cemetery which may be interfered with covered or affected by the works of the Company :
- (4.) In assessing the value of the land to be taken by the Company forming part of the said cemetery the arbitrators or their umpire shall have regard to the special purpose for which such land is or may be used by the corporation :
- (5.) 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 not less than fourteen days before the works shall be commenced :
- (6.) Before the Company shall commence any works within the borough which shall cause any temporary obstruction or diversion of any street such obstruction or diversion shall be reasonably approved by the corporation and the Company shall before commencing any such works at their own expense make such arrangements for the passage of traffic as the corporation may reasonably require :
- (7.) In widening the railway over Scaitcliffe Street in the township of Accrington in the said parish of Whalley the Company shall take down the easterly abutment of the existing bridge and construct a new easterly abutment so as to leave a clear span of thirty-six feet measured on the square from the westerly side of the said street for the whole length of the

A.D. 1897.
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existing bridge and widenings The new girders both for the existing and widened bridge (herein-after in this section called "the said bridge") shall be constructed of wrought iron or steel and the said bridge shall not exceed seventy feet in length the increased length beyond the existing bridge not to exceed one foot four inches on the northerly side and every iron or steel girder forming the said bridge shall have a single span only without any pillar thereunder or support thereto in the roadway or footways under the said bridge and every such girder shall give a clear height and headway of twelve feet six inches at least above the existing surface of the present roadway throughout the whole length and width of the said bridge:

- (8.) The Company shall face the abutment walls of the said bridge with white glazed bricks or clean hammer-dressed masonry and shall at all times maintain the said bridge in a sound and so far as may be reasonably practicable in a water-tight and drop-dry condition:
- (9.) The Company shall make form metal concrete and pave the street or roadway under the said bridge for the whole length and width thereof and such portions of the approaches thereto on either side thereof as shall be interfered with by the Company and shall construct footways on both sides thereof each not less than seven feet in width and not more than six inches above the level of the roadway and shall properly flag kerb and channel the same:
- (10.) The Company shall construct and maintain proper and substantial parapets or screens not less than nine feet in height above the level of the rails on the southerly side of the said bridge and not less than five feet in height on the northerly side thereof and for a distance of thirty feet on the southerly side of the railway on both sides of Scaitcliffe Street:
- (11.) From and after the passing of this Act the Company shall not use or permit to be used the parapets abutments or screens of the said bridge for advertising or bill posting purposes:
- (12.) The Company shall provide and erect such extra gas lamps as the corporation may require for the sufficient lighting of the said street and footways:
- (13.) The said bridge shall be constructed according to a plan previously submitted to the corporation and to the reasonable satisfaction of their surveyor for the time being:
- (14.) All works authorised by this Act affecting any of the streets roads or footways within the borough shall be constructed to

the reasonable satisfaction of the said surveyor and according to the plans to be previously submitted to and reasonably approved by him : A.D. 1897.

(15.) Where the surface of any street road or footway 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 road or footway so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration :

(16.) Whenever in the execution of the powers of this Act it may be necessary either temporarily or permanently to intercept or interfere with any sewer or drain of the Corporation the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved 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 :

(17.) If by reason of the execution of any of the powers of this Act any increased length of sewers or drains or any additional apparatus shall become necessary the same shall be forthwith constructed and laid by the Company according to such plans and sections and in such reasonable manner as shall be approved by the corporation :

(18.) The Company shall on demand pay to the corporation all expenses incurred by them in altering relaying and making good any sewers or drains interfered with or affected by the works by this Act authorised :

(19.) The Company shall at their own expense during the construction of any works authorised by this Act within the borough cause such works to be properly and sufficiently fenced lighted and watched both by day and night for the protection of the public until the completion thereof and in carrying out such works the Company shall not interfere with or in any way obstruct the streets roads or footways within the borough except so far as may be reasonably necessary for executing such works :

A.D. 1897.

- (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 herein-before provided for or by reason of any damage to be occasioned to persons or property or otherwise by reason of the execution or any defect or 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 :
- (21.) The provisions in this section contained shall be in addition to and not in derogation of any rights remedies or compensation to which the corporation is or may be entitled under the provisions of this Act or any Act incorporated therewith :
- (22.) Any dispute or difference which may arise between the corporation and the Company (other than as to the price to be paid for the land of the corporation to be acquired by the Company or as to any compensation to be given to the corporation in respect of such land) with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be referred to an arbitrator to be appointed (unless otherwise agreed upon) by the president of the Institution of Civil Engineers.

Extension of
time for
completion
of Railway
No. 1
authorised by
Lancashire
and York-
shire
Railway Act
1890.

46. The time limited by the Lancashire and Yorkshire Railway Act 1890 for the completion of Railway No. 1 by that Act authorised which time was by the Lancashire and Yorkshire Railway Act 1894 extended to the fourth day of August one thousand eight hundred and ninety-seven is hereby further extended until the fourth day of August one thousand eight hundred and ninety-nine and section 7 (Period for completion of railways) section 8 (Penalty unless railways are opened within the time limited) and section 9 (Application of penalty) of the Lancashire and Yorkshire Railway Act 1890 shall extend and apply mutatis mutandis to and in relation to the completion of the said railway and the opening thereof for public traffic.

Company
not liable
to repair
surface of
road gradient
of which
is not
increased.

47. 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 widenings herein-before authorised by a bridge or bridges unless the level of such road or public

highway is permanently altered so as to increase the gradient of any part thereof. A.D. 1897.

48. 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 herein-after described and may exercise the powers herein-after mentioned and may for the purposes aforesaid make such alterations in the levels of the streets roads and footpaths affected thereby as are shown upon the deposited plans and sections and in addition to any other lands which they are by this Act authorised to acquire may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes making compensation in accordance with the Lands Clauses Acts to all persons injuriously affected by the exercise of the powers contained in this section : Further works by the Company.

The Company may execute the following works and exercise the following powers and the following provisions shall have effect (that is to say) :—

IN THE WEST RIDING OF THE COUNTY OF YORK :

In the township of Rastrick in the parish of Halifax—

They may divert Birds Royd Road such diversion commencing in the said road at or near the junction therewith of Pollard Street and terminating in the said road at the junction therewith of Foundry Street ; Diversion of Birds Royd Road Brighthouse.

So soon as the said diversion shall have been completed to the satisfaction of two justices and opened to the public the Company may stop up the said road between the points of commencement and termination of the said diversion and thereupon all rights of way in and over the same shall be and the same are hereby extinguished.

IN THE COUNTY OF LANCASTER :

In the township of Farington in the parish of Penwortham—

They may construct and maintain a conduit or line or lines of water pipes commencing on land belonging or reputed to belong to the Company in Fowler Lane opposite Lostock Farm at a point about 30 yards south-west of Lostock Farm House and terminating on the Farington goods line of the Company at a point about 540 yards south-west of the bridge carrying Watkin Lane over that line.

49. In constructing and maintaining the conduit or line of water pipes in the township of Farington in the parish of Penwortham by this Act authorised the Company shall not interfere in For protection of North Union Railway.

[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 VICT.]
Act, 1897.

A.D. 1897. — any way with the railway or works of the North Union Railway but shall lay and construct a single pipe only in the existing culvert under the said railway at the point of crossing shown upon the deposited plans and sections in such a way as not to interfere with the structure of the said culvert or to impair more than is absolutely unavoidable its efficiency for drainage purposes.

The diameter of the said pipe shall not exceed twelve inches and the Company shall be responsible for any interference with the drainage or other purposes for which the said culvert was constructed and shall indemnify the owners of the North Union Railway for any expenses costs or damages which they may incur or be put to by reason of such interference or in any way by reason of the construction or maintenance of the said pipe.

The Company shall not for the purposes of the said pipe acquire any lands or property of the said owners of the North Union Railway but shall acquire an easement only in or through the same for such purposes the price to be paid for the easement to be settled in case of difference in the manner provided for by the Lands Clauses Acts for ascertaining the purchase money to be paid for lands acquired otherwise than by agreement.

Power to
deviate in
construction
of works.

.50. 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 three feet but not so as to increase the gradient of any work as shown on the said sections.

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

51. The diverted road 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 and by the same means as other roads streets footways or highways in the parish and township in which such diverted road will be situate are for the time being liable to be repaired or maintained Provided that unless otherwise agreed the structure of every bridge shall be repaired and maintained by the Company The Company and any such body or person may enter into and fulfil agreements for and in relation to such construction and for or in relation to the repair and maintenance of such diverted road Any such agreement shall be deemed to be purposes of the

[60 & 61 VICT.] *Lancashire and Yorkshire Railway* [Ch. cxxx.]
Act, 1897.

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 such diverted road shall be conclusive evidence of the fact so certified and such certificate shall be obtained and the diverted road opened to the public before the existing road is interfered with except in so far as may be necessary for the construction and completion of such diverted road. A.D. 1897.

52. 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 stopped up diverted and discontinued under the authority of this Act or included within the limits of the lands shown on the deposited plans as intended to be compulsorily taken and which shall be so taken and the fee simple and inheritance of such road 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. As to vesting of site and soil of portions of roads &c. stopped up.

53. 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 herein-after described which are delineated upon the deposited plans and described in the deposited books of reference and may hold such of those lands as have already been purchased on behalf of the Company and may exercise the powers herein-after conferred:— Power to Company to purchase additional lands.

IN THE COUNTY OF LANCASTER :

Certain lands in the township of Blackrod in the parish of (Blackrod.) Bolton-le-Moors detached (that is to say):—

(A.) Lands bounded on the north-western side by the Horwich branch of the Lancashire and Yorkshire Railway on the south-west by Moss Lane on the north-east by the boundary line between the said township and the township of Horwich in the parish of Dean and on the south-east by an imaginary line drawn in a north-easterly direction from the south-east end of Moss Lane to the said boundary ;

[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 VICT.]
Act, 1897.

A.D. 1897.

(B.) Lands forming part of Red Moss adjoining on the north-west the lastly described lands and extending in an easterly and south-easterly direction for a distance of about 75 chains measured along the said boundary and comprised between the said boundary line and an imaginary line drawn parallel therewith and at a distance therefrom of about 250 yards :

The said lands in the said township of Blackrod shall for all purposes be deemed part of the Horwich Estate of the Company as if the same had been acquired under the powers of section 38 of the Lancashire and Yorkshire Railway Act 1885 and may be used by them accordingly :

(Manchester.)

Certain lands in the township of North Manchester in the parish of Manchester abutting on the south-east side of the railway of the Company through Cheetham Hill Prestwich and Whitefield to Radcliffe and extending from a point about 60 yards north-east of the Red Bank carriage shed of the Company to a point about 250 yards north-east of the said shed :

(Radcliffe.)

Certain land in the township and parish of Radcliffe abutting on both sides of the Manchester Bolton and Bury Canal of the Company and extending from the bridge carrying their Radcliffe connecting line near Radcliffe over the said canal to a point on the said canal about 110 yards south-west of the Withins Lane bridge :

(Daisyfield Blackburn.)

Certain land in the township and parish of Blackburn abutting on the north-west side of the Accrington to Blackburn line of the Company and lying between Clinton Street and Harwood Street :

(Littleborough.)

Certain lands in the township of Littleborough in the parish of Rochdale abutting on the north-west side of the coal sidings at Littleborough station and extending for a length of about 360 yards in a south-westerly direction from the south-west end of Railway Street :

(Bury.)

Certain lands in the township and parish of Bury (that is to say) :—

(A.) Lands lying on the south-east of the carriage sidings of the Company and extending from a point at the end of the Company's sidings about 20 yards south of Byron Street and terminating at a point about 240 yards south-west of Byron Street ;

(B.) Lands lying between the centre lines of Barker Street Back Manchester Old Road and Back Well Street and bounded on the north-west by the lands described in the immediately preceding paragraph.

[60 & 61 VICT.] *Lancashire and Yorkshire Railway* [Ch. cxxx.]
Act, 1897.

IN THE WEST RIDING OF THE COUNTY OF YORK:

A.D. 1897.

Certain lands in the township of Heckmondwike in the parish of Birstal (that is to say):—

(Heckmondwike.)

(A.) Lands on both sides of and abutting on the Ravens-thorpe Branch Railway of the Company and lying between the Bottoms level crossing and a point in that railway about 240 yards measured along the same in a south-easterly direction from the said Bottoms level crossing;

(B.) Lands belonging or reputed to belong to the London and North Western Railway Company adjoining the south-east side of the north-eastern approach road to Bottoms level crossing:

Provided always that the acquisition of the said lands (A) and (B) shall be subject to and in accordance with the provisions contained in an agreement made between the Company and the London and North Western Railway Company and dated the twenty-seventh day of April one thousand eight hundred and ninety-seven.

54. For the protection of the Earl of Wilton or other the owner or owners for the time being of the lands abutting on the Manchester Bolton and Bury Canal in the township and parish of Radcliffe now belonging or reputed to belong to him and by this Act authorised to be acquired by the Company (all of whom are in this section included in the expression "the owner") the following provisions shall have effect (that is to say):—

For protection of the Earl of Wilton.

In addition to any other compensation payable to the owner in respect of the said lands the Company shall pay to the owner full compensation for any damage occasioned to any other lands of the owner by reason of such lands being rendered less available for wharfage or manufacturing purposes in consequence of any interference with the access from any such lands to the said canal and the amount of such compensation shall in default of agreement be determined by arbitration in the manner provided by the Lands Clauses Consolidation Act 1845 with reference to questions of disputed compensation.

55. The Company shall not in diverting or otherwise in the exercise of the powers of this Act affecting any of the drains brooks streams or rivulets of water at present flowing towards or into the works and premises of the East Lancashire Paper Mill Company Limited diminish obstruct or interrupt except temporarily the free flow of the water of the said drains brooks streams or rivulets respectively.

For protection of East Lancashire Paper Mill Company Limited Radcliffe.

A.D. 1897.

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

56. 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 right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act or any of the purposes of their undertaking in or over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Period for
compulsory
purchase of
lands.

57. 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.

58.—(1.) The Company shall not under the powers of this Act purchase or acquire in any city borough or urban district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December next before the passing of this Act were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

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

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

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

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

to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced : A.D 1897.

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

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

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

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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 date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit.

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

(9.) The Local Government Board may direct any inquiries to be held by their inspectors which the Board 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. A.D 1897.
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(12.) For the purposes of this section the expression “labouring class” means and 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.

59. And whereas in the construction of the works by this Act authorised or otherwise in exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans may be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

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

- (1.) The owners of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term “the owner” and the said properties are herein-after referred to as “the scheduled properties”:
- (2.) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3.) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as “the tribunal”) shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat

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can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :

- (4.) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5.) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner :
- (6.) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7.) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion of such costs charges and expenses as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of

the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845. A.D. 1897.

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

60. Where the widening of the main line of railway of the Company is shown upon the plans and sections deposited with the clerk of the peace for the west riding of the county of York for the purposes of this Act as intended to be constructed in tunnel at a depth of forty feet and upwards between the crown of the tunnel and the surface of the ground the Company may for the purpose of widening the said tunnel purchase and acquire an easement through or under the lands or hereditaments shown on those plans and numbered respectively thereon and in the deposited books of reference 7 8 9 13 and 14 in the township of Elland in the parish of Halifax in the said west riding without being obliged to purchase the land over such tunnel or any houses buildings or premises thereon respectively. Power to acquire easements.

Nothing in this Act shall be construed as authorising the Company to convert the said tunnel into open cutting.

61. 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 works by this Act authorised 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) :— Company empowered or may be required to underpin or otherwise strengthen houses near works.

- (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 dispute the necessity

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of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade:

- (4.) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building:
- (5.) The cost of the reference shall be in the discretion of the referee:
- (6.) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment:
- (7.) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:
- (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 of the Lands Clauses Acts:
- (10.) Nothing in this section shall repeal or affect the application of the 92nd section of the Lands Clauses Consolidation Act 1845.

62.—(1.) The agreements set forth in the Second Schedule to this Act are hereby respectively confirmed and made binding on the parties thereto respectively and the undertakings of the West Lancashire Railway Company and of the Liverpool Junction Railway Company as defined in the said agreements respectively shall without any deed or conveyance be by virtue of this Act as from the first day of July one thousand eight hundred and ninety-seven vested in the Company as part of their undertaking on the terms in the said agreements respectively set forth and subject to the rentcharges therein respectively specified which rentcharges shall be paid by the Company at the times in the said agreements respectively mentioned.

A.D. 1897.
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Confirmation
of scheduled
agreements
and vesting
in Company
undertakings
of West
Lancashire
and Liver-
pool Junction
Companies.

(2.) All the unexercised powers of the West Lancashire Railway Company and the Liverpool Junction Company respectively at the date aforesaid of raising capital by the creation and issue of shares and of raising money by mortgages and debenture stock shall be and the same are hereby extinguished.

(3.) The debenture stockholders of the West Lancashire Railway Company and the Liverpool Junction Company respectively shall as from the date aforesaid be entitled only to the interest or payments provided for by the said agreements respectively and to no other interest or payment and all arrears of interest due on or before that date shall to the extent specified in the said agreements respectively be cancelled and extinguished.

(4.) The debt of forty thousand four hundred and seventy pounds eighteen shillings and fivepence due by the Liverpool Junction Company as set forth in the scheduled agreement relating to that company shall as from the date aforesaid be cancelled and extinguished.

(5.) The purchase of the undertakings of the West Lancashire Railway Company and the Liverpool Junction Company respectively shall for the purposes of Part V. (relating to amalgamation) of the Railways Clauses Act 1863 be deemed to be an amalgamation with the undertaking of the Company as fully and effectually as if those companies had by this Act been dissolved and the provisions of the said Part V. shall extend and apply to such amalgamation accordingly so far as the same are not inconsistent with or varied by the provisions in this Act and the said agreements respectively contained.

(6.) The Company shall as soon as conveniently may be after the passing of this Act call in the certificates of the debenture stock and preference shares of the West Lancashire Railway Company and of the debenture stock of the Liverpool Junction Company and shall

Certificates
of debenture
stock and
preference
shares to be
endorsed.

[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 Vict.]
Act, 1897.

A.D. 1897. — endorse thereon a statement by the secretary of the Company to the effect that the holder of the debenture stock or preference shares as the case may be is only entitled to the interest or dividend provided by this Act and no holder of debenture stock or preference shares shall be entitled to any interest or dividend under this Act until his certificate shall have been so endorsed as aforesaid.

West
Lancashire
Company
and Liverpool
Junction
Company to
exist for
certain pur-
poses only.

(7.) From and after the passing of this Act the West Lancashire Railway Company and the Liverpool Junction Company shall exist only for the purposes of the said agreements respectively and the carrying out and enforcing of the same and it shall not be obligatory upon the said companies respectively to hold any general meetings of their shareholders or to elect any directors or auditors or to keep any accounts or to make any dividends or do any other act or thing except so far as may be necessary for the purposes aforesaid.

(8.) For the purpose of rates and charges the railways of the West Lancashire Railway Company and of the Liverpool Junction Company shall from and after their transfer to the Company be deemed to form part of the undertaking of the Company as if they had formed part of that undertaking at the date of the passing of the Railway Rates and Charges No. 10 (Lancashire and Yorkshire Railway &c.) Order Confirmation Act 1892.

Conversion
of stock and
shares of
West
Lancashire
Company
into three
per cent. ;
debenture
stock of
Company
and ultimate
dissolution
of West
Lancashire
Company.

63.—(1.) Any holder of B debenture stock first debenture stock or first debenture interest stock of the West Lancashire Company may at any time agree with the Company to accept in lieu of such debenture stock an amount of debenture stock of the Company to be created as herein-after provided bearing interest at the rate of three pounds per centum per annum (herein-after called “the three per cent. debenture stock”) which will produce the same amount of interest as is payable under the agreement firstly set forth in the Second Schedule to this Act in respect of the debenture stock so agreed to be exchanged and on such three per cent. debenture stock being issued to him or his nominees the debenture stock in lieu of which it has been issued shall be cancelled and extinguished and the amount of the rentcharge payable by the Company under the provisions of the said agreement shall thenceforth be diminished by the amount of interest on the said debenture stock so cancelled and extinguished.

(2.) Any holder of 1884 second debenture stock 1887 second debenture stock or second debenture interest stock or of any preference or ordinary shares of the West Lancashire Company may at any time after the full amount of the income receivable in respect of such debenture stock or shares respectively as the case may be under the terms of the said agreement has become payable agree

with the Company to accept in lieu of his debenture stock or shares such an amount of the said three per cent. debenture stock of the Company as will produce an equivalent income to the income receivable in respect of such debenture stock or shares as the case may be and upon such three per cent. debenture stock being issued to such shareholder or his nominees the debenture stock or ordinary shares in lieu of which it has been issued shall be cancelled and extinguished and the amount of the rentcharge payable by the Company under the provisions of the said agreement shall thenceforth be diminished by the amount of the interest or dividend that would otherwise have been payable on the said debenture stock or ordinary shares so cancelled and extinguished and where any first preference shares or second preference shares shall be cancelled and extinguished under the provisions of this section then in the case of first preference shares the sum of seventeen hundred and forty-three pounds mentioned in paragraph nine of the said agreement shall thenceforth be diminished by the amount of the interest or dividend payable on such first preference shares and in the case of second preference shares the sum of eight hundred and thirty-five pounds mentioned in the said paragraph of the said agreement shall be diminished by the amount of the interest or dividend payable on such second preference shares.

A.D. 1897.
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(3.) The Company may from time to time create and issue for the purposes of this section three per cent. debenture stock of such amounts as may be necessary.

(4.) So soon as the whole of the debenture stock and shares of the West Lancashire Company shall have been so exchanged for three per cent. debenture stock of the Company the West Lancashire Company shall cease to exist and the Company shall be discharged from the performance of the duties which they are liable to perform under paragraph eleven of the said agreement.

64.—(1.) Any holder of debenture stock of the Liverpool Junction Company may at any time agree with the Company to accept in lieu of his debenture stock the same amount of debenture stock of the Company to be created as herein-after provided bearing interest at the rate of three pounds per centum per annum (herein-after called "the three per cent. debenture stock") and on such stock being issued to him or his nominees the debenture stock in lieu of which it has been issued shall be cancelled and extinguished and the amount of the rentcharge payable by the Company under the provisions of the agreement secondly set forth in the Second Schedule to this Act and the sum of one thousand nine hundred and ninety-eight pounds mentioned in paragraph nine of the said agreement

Conversion of stock and shares of Liverpool Junction Company into three per cent. debenture stock of Company and ultimate dissolution of Liverpool Junction Company.

A.D. 1897. — shall thenceforth be diminished by the amount of the interest on the said debenture stock so cancelled and extinguished.

(2.) Any shareholder of the Liverpool Junction Company may at any time after the full amount of the rentcharge provided by the said agreement has become payable agree with the Company to accept in lieu of his shares such an amount of the said three per cent. debenture stock of the Company as will produce an equivalent income to the income receivable in respect of such shares and upon such three per cent. debenture stock being issued to such shareholder or his nominees the shares in lieu of which it has been issued shall be cancelled and extinguished and the amount of the rentcharge payable by the Company under the provisions of the said agreement shall thenceforth be diminished by the amount of the interest or dividend that would otherwise have been payable on the said shares so cancelled and extinguished.

(3.) The Company may from time to time create and issue for the purposes of this section three per cent. debenture stock of such amounts as may be necessary.

(4.) So soon as the whole of the debenture stock and shares of the Liverpool Junction Company shall have been so exchanged for three per cent. debenture stock of the Company the Liverpool Junction Company shall cease to exist and the Company shall be discharged from the performance of the duties which they are liable to perform under paragraph twelve of the said agreement.

For pro-
tection of
Hesketh
Estate.

65. Notwithstanding anything in the agreements set forth in the Second Schedule to this Act the Company shall perform and be subject and conform to all covenants duties and obligations contained in or imposed by any deed or enactment relating to the Hesketh Estate to which the Liverpool Junction Company or the West Lancashire Railway Company as the case may be would have been subject or liable if such transfer had not taken place.

For pro-
tection of
Postmaster-
General.

66. Nothing in this Act or in the agreements set forth in the Second Schedule to this Act shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across such of the railways and works comprised in the respective undertakings of the West Lancashire Railway Company and of the Liverpool Junction Railway Company as have been authorised by an Act of Parliament passed after the first day of January one thousand eight hundred and seventy-eight and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertakings respectively for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing

[60 & 61 Vict.] *Lancashire and Yorkshire Railway* [Ch. cxxx.]
Act, 1897.

of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertakings of the said Companies are vested in the Company or amalgamated with the undertaking thereof and as freely and fully in all respects as he was entitled to do before the passing of this Act. A.D. 1897.

67. All running powers of the Manchester Sheffield and Lincolnshire Railway Company over the railways of the West Lancashire Railway Company and of the Liverpool Junction Company respectively shall as from the passing of this Act be cancelled and extinguished. Running powers of Manchester Sheffield and Lincolnshire Railway Company extinguished.

68. The agreement dated the eighteenth day of May one thousand eight hundred and ninety-seven and made between the Company of the first part the Cheshire Lines Committee of the second part the Sheffield Company of the third part the Great Northern Railway Company of the fourth part the Midland Railway Company of the fifth part and the Southport and Cheshire Lines Extension Railway Company of the sixth part as set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the several parties thereto respectively. Confirming agreement with Southport and Cheshire Lines Extension Railway Company.

69.—(1.) The London and North Western Railway Company (in this section called “the London and North Western Company”) shall be entitled to run over and use with their engines and carriages of every description and with their clerks officers and servants and for the purposes of traffic of all kinds except as herein-after mentioned the West Lancashire and Liverpool Junction Railways together with the use of all stations upon the said railways together also with the watering places booking offices and other offices warehouses landing places sidings works and conveniences connected with the said railways and stations respectively but so that the London and North Western Company shall not without the consent in writing of the Company take up any passenger parcel animal goods or mineral traffic passing between any two stations or places upon the portions of railway over which running powers are hereby granted to the London and North Western Company Such running powers shall not entitle the London and North Western Company under the provisions of section 28 (“Powers for Company to run over portion of Lancashire and Yorkshire Railway”) of the West Lancashire Railway Act 1872 to run over or use any portion of the Lancashire and Yorkshire Railway beyond Whitehouse Junction. Running powers to London and North Western Railway Company.

(2.) The London and North Western Company shall have power to fix the through rates and fares for any traffic carried or to be

[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 Vict.]
Act, 1897.

A.D. 1897. — carried by them under the powers conferred upon them under this section such through rates and fares subject to the provisions herein-after contained with respect to certain traffic to be divided by mileage after deduction of the usual Clearing House terminals (except on mineral traffic the terminal on which shall be threepence per ton at each end) paid ons paid outs proportion payable to other companies Government duty and an allowance to the London and North Western Company out of the proportion payable to the Company of thirty-three per cent. for working expenses.

(3.) Subject to the last preceding sub-section and whether the running powers hereby conferred are exercised or not there shall be a complete system of through rates and fares between places on the West Lancashire and Liverpool Junction Railways and places on the system of the London and North Western Company and beyond including places on any lines jointly owned by the Company and the London and North Western Company such through rates and fares to be fixed in case of difference by arbitration as herein-after provided and to be divided subject to the provisions herein-after contained with respect to certain traffic by mileage after deduction of the terminals before mentioned paid ons paid outs proportions payable to other companies and Government duty.

(4.) The Company shall afford to the London and North Western Company all such reasonable facilities and accommodation as regards all kinds of traffic as is usual between railway companies for the convenient exercise of the said running powers as well as for the convenient conduct and exchange of traffic passing or destined to pass between the systems of the two companies and the London and North Western Company shall be entitled to have their own clerks officers and servants at any of the stations on the West Lancashire Railway or Liverpool Junction Railway and the Company shall find all reasonable accommodation for such clerks officers and servants.

(5.) The terms conditions and regulations to which the London and North Western Company shall be subject in respect of the use of the said stations and the services to be rendered and accommodation to be afforded to the London and North Western Company thereat whether for goods or passengers and the charges to be paid by them for the same (but as regards goods stations only where an arbitrator shall by reason of special or separate accommodation or otherwise consider the terminals herein-before provided not sufficient remuneration) and any other question arising out of the user of the said stations shall be determined by mutual agreement between the Company and the London and North Western Company or failing agreement shall be settled

and determined by arbitration in manner herein-after provided A.D. 1897.
Provided nevertheless that in case the London and North Western
Company shall cart or invoice goods traffic they shall be allowed a
sum not exceeding the actual cost of such cartage or invoicing to
be agreed or in case of dispute settled by arbitration as herein-after
provided.

(6.) In the division of receipts arising from traffic the mileage
due to each Company shall be determined in accordance with the
Clearing House regulations and the payments made in accordance
therewith.

(7.) All matters of difference which may at any time arise
between the Company and the London and North Western Company
under this section or in relation to any of the matters provided for
in this section whether the difference arises as to the construction of
this section or otherwise shall from time to time be referred to
arbitration in accordance with the provisions of the Railway
Companies Arbitration Act 1859.

70. And whereas by reason of the vesting in the Company of For pro-
tection of
borough of
Preston.
the undertakings of the West Lancashire Company and the
Junction Company and the extinguishment of the running powers
of the Manchester Sheffield and Lincolnshire Railway Company
over the railways of the West Lancashire Company and the
Junction Company and the Company it is expedient that provision
should be made as herein-after contained for the protection of the
mayor aldermen and burgesses of the borough of Preston (in this
section called "the Corporation") in respect of the trade of the
said borough and in respect of the dock undertaking of the
Corporation the following provisions shall have effect (that is to
say):—

The Company shall at all times afford all reasonable facilities for
receiving and forwarding passenger goods merchandise and
mineral traffic of every description passing or intended to pass
between and over the West Lancashire Railway and its existing
and future connections with the railways of the Company and
other companies and viâ Blackburn and between and over the
West Lancashire Railway and the Junction Railway and its
connections with other railways and between and over the
West Lancashire Railway to Southport and between and over
any present and future connection of the West Lancashire
Railway with the dock and navigation of the Corporation
and all such facilities as will assure the fullest interchange of
traffic between the West Lancashire Railway and the railways
of the Company :

[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 Vict.]
Act, 1897.

A.D. 1897. — If any difference shall arise between the Company and the Corporation under this section or as to the sufficiency of any facilities afforded by the Company the matter in difference shall be determined with due regard to the provisions of this section by the Railway and Canal Commission under and in accordance with the provisions of the Railway and Canal Traffic Acts 1854 to 1894.

For protection of
borough of
Southport.

71.—(1.) All provisions in and all agreements scheduled to any Acts of Parliament relating to the West Lancashire Railway Company the Liverpool Junction Company and the Sheffield Company which have been inserted therein and which purport to be for the protection of the borough of Southport or the inhabitants thereof and all agreements made and entered into by and with the Corporation of the said borough and any or all of the said railway companies so far as they are respectively in force at the passing of this Act shall notwithstanding anything in this Act contained continue in force and shall be binding upon the Company as if the Company were the Company upon whom the same were imposed and made binding in the first instance.

(2.) From and after the passing of this Act and notwithstanding anything to the contrary therein contained the Company shall at all times keep open for traffic with proper servants plant and machinery and all necessary stations and conveniences the undertakings of the West Lancashire Railway Company and of the Liverpool Junction Company respectively and shall afford at least the same facilities for goods and passenger traffic as were at the date of the passing of this Act afforded by the said West Lancashire Railway Company and the Liverpool Junction Company.

Pension
fund.

72.—(1.) The directors of the Company may if they think fit establish a fund (in this section referred to as "the fund") for the payment of pensions and retiring allowances or gratuities to old or disabled servants of the Company not entitled to be members of the superannuation fund established by the Company in pursuance of the powers conferred on them by the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act 1871 and for the purposes of the fund five persons the chairman the general manager the secretary the chief engineer and the chief mechanical engineer of the Company shall be a committee for the purpose of preparing and shall prepare a scheme (in this Act referred to as "the scheme") for the establishment of the fund for the payment of pensions or retiring allowances or gratuities to the servants of the Company being contributors to the fund or to the widows and children of such contributors such contributors not being salaried

officers of the Company or otherwise entitled to become members of the superannuation fund and such committee may by a majority of its members determine in and by such scheme the following matters and things (that is to say):—

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- (A.) What class of servants of the Company subject as aforesaid shall be entitled to contribute to and participate in the benefits of the fund and what length of service shall entitle them so to participate;
- (B.) What (if anything) shall disqualify any servant of the Company from becoming a contributor to the fund and participating in the benefits thereof;
- (C.) Under what circumstances and conditions and to what extent in what period and to what age persons becoming members of the fund shall be allowed to make back payments so as to entitle them to pension or retiring allowance or gratuity;
- (D.) Under what circumstances any person having been a contributor to the fund shall cease to be entitled to participate in the benefits thereof;
- (E.) What proportion (if any) of his contribution to the fund any person having been but ceasing to be a contributor thereto shall be entitled to receive;
- (F.) What proportion (if any) of the sums contributed by any person or by the Company to the fund shall be payable to his representatives in the event of his dying before he becomes entitled to a pension or to a retiring allowance or gratuity;
- (G.) The age at which or other circumstances under which any person shall become entitled to a pension or to a retiring allowance or gratuity;
- (H.) The scale upon which pensions or allowances shall be calculated and under what (if any) circumstances such scale may from time to time be revised;
- (I.) The amount of payment either weekly fortnightly or monthly which all servants of the Company becoming members of the fund shall contribute to the fund;
- (J.) The future management and direction of the fund and the number qualification and mode of appointment or election of a committee in this Act called "the managing committee" in whom such management and direction shall be vested and the remuneration of the members and officers of the managing committee;
- (K.) The mode in which the persons by whom and the times at which the accounts of the managing committee or of their secretary or other officer shall be audited and the manner in

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which contributors to the fund and others shall have access to the accounts ;

(L.) The securities on which the moneys received on account of the fund shall be from time to time invested ;

(M.) And generally all such other matters and things in relation to the fund as the committee appointed by this Act shall deem fit and proper to form part of and to be included in such scheme ;

(N.) The persons to be benefited by the fund may be divided into two or more classes according to the amount of payment or according to such other conditions as the managing committee shall determine power being reserved by the scheme to remove any contributor from one class to another provided that no such removal shall place the contributor in a worse position in respect to his past contributions than he would have occupied if the removal had not been made ;

(O.) The managing committee may from time to time with the consent of the directors of the Company modify the rules and regulations of the fund and the conditions upon which persons may after such modifications contribute thereto ;

(P.) The scheme shall set forth under what circumstances provision shall be made for the dissolution or discontinuance in whole or in part of the fund and in any such case what provision shall be made for outstanding or accruing annuities and liabilities and for the distribution of the assets belonging to the fund and what consents on the part of the Company or of contributors to the fund shall be required ;

(Q.) The scheme shall provide for the holding of meetings of the members of the fund or meetings of delegates representing the members of the fund in districts set forth in the scheme or for otherwise bringing the accounts and position of the fund to the knowledge of its members ;

(R.) Two copies of the scheme when settled shall be sent by the Company to the Registrar of Friendly Societies who shall thereupon register the scheme and return one copy to the Company with an acknowledgment of the registration ;

(S.) Section 27 (Annual returns) ;

Section 76 (Inspectors and special meetings) ;

Section 80 (Dissolution by award) ;

and so much of section 28 (Quinquennial valuation) as relates to the sending reports and abstracts of valuations to the registrar ;

of the Friendly Societies Act 1896 shall apply to the fund as if it were a friendly society.

(2.) The Company shall at the end of each and every half-year after the establishment of the fund contribute thereto out of the revenues of the Company such sums of money as shall from time to time be authorised by three-fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company duly convened with express notice of the special object and which half-yearly sum may from time to time be altered to such extent as the Company in like manner authorise or determine. No contribution of the Company to the fund shall affect or take away the right or power of the Company to grant out of their own proper funds pension allowances and allowances during sickness or other allowances to any of their officers or servants as they think proper but the Company may by resolution of their directors make provision for the payment out of their revenues or out of moneys received on revenue account of any sum or sums of money for the relief or benefit of any servants of the Company who are from age or other circumstances unable to become members of the fund.

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Company to contribute to pension fund.

(3.) The managing committee may from time to time regulate their own procedure and may appoint such officers and at such salaries payable out of the fund as they may think fit unless the directors of the Company otherwise provide for such salaries and the expenses of managing the fund.

Proceedings of committees.

(4.) The following provisions shall extend and apply to the fund and the scheme which may be established and from time to time altered under the powers of this Act shall not be inconsistent with the stipulations contained in this section (that is to say):—

Further provisions relating to pension fund.

(A.) It shall not be compulsory upon any servant of the Company to become a member of the fund;

(B.) A meeting of the members of the fund or of the delegates as the case may be shall be held within twelve months after the establishment of the scheme and thenceforth once in every succeeding year. At such first and succeeding annual meetings one of the auditors shall be appointed on behalf of the members of the fund to remain in office for a period of two years;

(C.) A copy of the rules shall be delivered by the secretary to every member of the fund on demand;

(D.) The managing committee shall allow any member of or person having an interest in the fund to inspect the books at all reasonable hours at the principal office of the Company or at any place where the same are kept except that no such member or person unless he be an officer of the Company or be specially authorised by a resolution of the managing committee

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to do so shall have the right to inspect the account of any other member without the written consent of such member ;

(E.) The Company shall supply gratuitously every member or person interested with a balance sheet or other document duly audited containing the particulars as to the receipts and expenditure and effects of the fund ;

(F.) The Company shall keep a copy of the last annual balance sheet for the time being and of the last septennial or quinquennial valuation for the time being herein-after required to be made together with the report of the auditors (if any) always hung up in a conspicuous place at the principal office of the Company or place where the accounts of the fund are kept unless the managing committee shall have supplied each member of the fund with a copy of such document.

Valuations
by actuaries
from time to
time.

(5.) Two consulting actuaries may be appointed by the managing committee after the expiration of the first seven years from the establishment of the fund and thenceforth at the expiration of every five years thereafter to examine and report on the state of the fund and of its assets and liabilities and one of such actuaries shall be appointed by the directors of the Company and the other by the members of the fund or their delegates in meeting assembled and the actuaries if they shall consider any alteration to be necessary shall recommend the scheme which in their judgment is proper to be adopted with reference thereto such scheme being as nearly as may be in conformity with the scheme to be established under the provisions of this Act and they shall show the proposed addition to or diminution of the benefits as the case may be as nearly as possible rateably and without preference or priority amongst the persons entitled thereto Any differences of opinion between the consulting actuaries shall be determined by a third actuary of their selection or in such other way as they think fit.

In the event
of report of
actuaries
that the
fund is
inadequate.

(6.) If such two consulting actuaries shall on the first or any subsequent investigation as herein-before provided report that the fund is insufficient and that in their judgment it should be discontinued and the assets distributed or that it should be continued only in the event of increased contributions being made by the Company and the members of the fund they shall prescribe the amount of such contributions respectively and if the Company on their part shall fail within six months after receiving such report to make such further contribution or provision as may ensure the adequacy of the fund or if the members of the fund or their delegates in meeting assembled (which meeting the managing committee shall convene) shall within the like period of six months

fail to agree to the additional contributions to be made by the members of the fund the fund shall be discontinued and its assets distributed in accordance with the scheme made under the provisions of this Act subject to such modifications as the actuaries may consider necessary in the circumstances of the case. A.D. 1897.

(7.) Section 53 (Company may contribute towards funds of provident society) of the Act of 1885 is hereby repealed.

73. The Company may receive hold and use the said pension fund and also the superannuation fund established under the powers of the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act 1871 and the moneys so received by the Company shall be deemed to be a loan to them from time to time in addition to their other statutory borrowing powers and shall be a first charge upon the net profits of the Company next after the debts of the Company existing at the time of such receipt and the moneys then borrowed or authorised to be borrowed. Pension and superannuation funds to be a first charge on net receipts of Company after existing debts and borrowed moneys.

74. 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 additional capital as they shall think necessary not exceeding one million six 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. ADDITIONAL CAPITAL. Power to raise additional capital.

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

76. 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. Qualifications of new shares or stock.

77. 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 Power to raise capital under any other Act and this Act

A.D. 1897.
by new
shares or
stock of one
class.

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

Power to
borrow on
mortgage.

78. The Company may in respect of the additional capital of one million six 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 five hundred and fifty thousand pounds. Provided that in respect of every one hundred and sixty-five 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-five thousand pounds but no part of any of the before-mentioned sums of fifty-five 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.

Former
mortgages
to have
priority.

79. The mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the time of the passing of

this Act shall during the continuance of such mortgages and bonds but subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages granted by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company. A.D. 1897.

80. 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. Power to apply corporate funds to purposes of Act.

81. 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. Debenture stock.

82. 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. Application of moneys.

83. 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. Receipt in case of persons not *sui juris*.

84. Stock shares or securities of the Company may be transferred to and held in the names of an individual or individuals and a body corporate or bodies corporate or of two or more bodies corporate and any such holding shall in its relation to the Company be deemed a joint tenancy. Holding of stock &c. by bodies corporate.

This section shall apply to stock and shares of the Company of every class and description except so far as there is anything to the contrary in any Act under which the stock or shares was or were created.

85. 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 Interest not to be paid on calls paid up.

[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 Vict.]
Act, 1897.

A.D. 1897. — made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

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

Provision as
to general
Railway
Acts.

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

Costs of
Act.

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

The SCHEDULES referred to in the foregoing Act.

A.D. 1897.

THE FIRST SCHEDULE.

Describing PROPERTIES of which portions only may be required.

Parish.	Township.	Numbers on deposited Plans.
WIDENING RAILWAY—TODMORDEN TO BRIGHOUSE.		
Halifax	Mytholmroyd	147.
WIDENING RAILWAY AT MIRFIELD.		
Mirfield	Mirfield	10, 11, 12, 16, 17, 57.
WIDENING RAILWAY—HORBURY TO WAKEFIELD.		
Wakefield	Horbury	64.
	Wakefield	202.
DIVERSION OF BIRDS ROYD ROAD BRIGHOUSE.		
Halifax	Rastrick	32.
LANDS AT MANCHESTER—RED BANK.		
Manchester	North Manchester	1, 2.

THE SECOND SCHEDULE.

AN AGREEMENT made the second day of February one thousand eight hundred and ninety-seven between the West Lancashire Railway Company (herein-after called "the West Lancashire Company") of the one part and the Lancashire and Yorkshire Railway Company (herein-after called "the Lancashire and Yorkshire Company") of the other part.

Whereas under the powers of the West Lancashire Railway Act 1871 and the other Acts relating to the West Lancashire Company that company have constructed and are the owners of a railway from Preston to Southport and

[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 VICT.]
Act, 1897.

A.D. 1897. — also work the railway of the Liverpool Southport and Preston Junction Railway Company which forms a junction near Southport with the railway of the West Lancashire Company :

And whereas the share and loan capital of the West Lancashire Company consists of—

“ B ” Debenture Stock amounting to 50,000*l.* ;
First Debenture Stock amounting to 229,126*l.* ;
First Debenture Interest Stock amounting to 93,249*l.* 11*s.* 6*d.* ;
1884 Second Debenture Stock amounting to 249,410*l.* ;
1887 Second Debenture Stock amounting to 175,869*l.* 10*s.* 10*d.* ;
Second Debenture Interest Stock amounting to 152,487*l.* 1*s.* 8*d.* ;
First preference shares amounting to 232,416*l.* ;
Second preference shares amounting to 300,000*l.* ;
Ordinary shares amounting to 153,770*l.* :

And whereas the West Lancashire Company have agreed for the considerations herein appearing (subject to confirmation by Parliament) to sell their undertaking to the Lancashire and Yorkshire Company and by agreement of even date herewith the Liverpool Southport and Preston Junction Railway Company have agreed (subject as aforesaid) to sell their undertaking to the Lancashire and Yorkshire Company :

Now these presents witness that it is hereby mutually agreed between the parties hereto as follows :—

1. This agreement is conditional on the West Lancashire Company obtaining on or before the first day of July one thousand eight hundred and ninety-seven the consent of the Manchester Sheffield and Lincolnshire Railway Company under their common seal to the abandonment as from that date of all running powers to which they are entitled over the West Lancashire Railway and over the portion of the Lancashire and Yorkshire Railway between Preston and Blackburn including the use of the Blackburn station of the Lancashire and Yorkshire Company.

2. The West Lancashire Company shall sell and the Lancashire and Yorkshire Company shall purchase the undertaking of the West Lancashire Company freed and discharged from all debentures debenture stock incumbrances and other pecuniary liabilities of every description of the West Lancashire Company but subject to all other obligations and duties imposed on the West Lancashire Company by the Acts relating to that Company except as herein expressly provided The term “ undertaking ” includes all the railways lands easements stations buildings plant rolling stock and other property (except as herein-after mentioned) of the West Lancashire Company and all the rights powers privileges and authorities of the West Lancashire Company under the Acts relating to that company or otherwise whether in relation to their own undertaking or the undertaking of any other company but does not include and the above purchase shall not include any moneys or securities for money of or debts due to the West Lancashire Company nor the working stores belonging to the West Lancashire Company on the first day of July next which stores shall be taken by the Lancashire and Yorkshire Railway Company at a valuation.

3. The West Lancashire Company shall pay and discharge all unpaid purchase money (if any) for land and the cost of and incident to the completion of the purchases thereof and any other liabilities other than debenture stock charged on the undertaking except such as are to be cancelled and extinguished under the provisions herein-after contained. A.D. 1897.

4. The purchase shall take effect as on and from the first day of July one thousand eight hundred and ninety-seven up to which date the West Lancashire Company shall be entitled to all receipts and shall discharge all outgoings. All receipts after that date shall belong to and all outgoings shall be discharged by the Lancashire and Yorkshire Company and the benefit and burden of all contracts made by the West Lancashire Company in the ordinary course of business and running at the date aforesaid shall as from that date be taken over by the Lancashire and Yorkshire Company who shall indemnify the West Lancashire Company against the same and if necessary for the purposes of this article such receipts and outgoings and any moneys payable or receivable under any contract so taken over shall be apportioned. If for any reason the purchase shall not be completed on the date aforesaid the West Lancashire Company will continue to work the undertaking in the ordinary course of business as heretofore at the expense and for the benefit of the Lancashire and Yorkshire Company.

5. Any moneys due to the West Lancashire Company on the first day of July aforesaid from traders or other railway companies or persons but not then paid shall be collected in the name of the West Lancashire Company by the Lancashire and Yorkshire Company who shall account for the same when received to the West Lancashire Company.

6. The West Lancashire Company's title to the lands hereby agreed to be sold shall commence with the grants or conveyances thereof to them and no requisition or objection shall be made in respect thereof.

7. The West Lancashire Company shall within one month after the completion of the purchase of their undertaking hand over to the Lancashire and Yorkshire Company all deeds muniments of title maps awards agreements and other documents relating to the lands railways and works hereby agreed to be sold.

8. The consideration for the said purchase by the Lancashire and Yorkshire Company shall be a perpetual yearly rentcharge of the amounts herein-after specified to commence from the first day of July one thousand eight hundred and ninety-seven and to be payable half-yearly on the first day of January and the first day of July in each year without any deduction (income tax excepted) the first of such payments to be made on the first day of January One thousand eight hundred and ninety-eight such rentcharge to be in favour of the West Lancashire Company and to be issuing out of and charged upon the lands and hereditaments hereby agreed to be sold and the due payment thereof to be guaranteed by the Lancashire and Yorkshire Company. The amount of the said rentcharge shall be 11,500*l.* for the first year increasing every year after the first year by annual increments of 325*l.* during a period of twenty years until such rentcharge shall amount to 18,000*l.* and to continue thenceforth at such last-named yearly amount in perpetuity.

[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 Vict.]
Act, 1897.

A.D. 1897.

9. The said rentcharge shall in each year be applied in the manner and according to the priorities following (that is to say):—

Firstly in payment of interest at the rate of 3*l.* 10*s.* per centum per annum on the said "B" Debenture Stock amounting to 50,000*l.*;

Secondly in payment of interest at the rate of 2*l.* 10*s.* per centum per annum upon the said First Debenture Stock amounting to 229,126*l.*;

Thirdly in payment of interest at the rate of 1*l.* 10*s.* per centum per annum upon the said First Debenture Interest Stock amounting to 93,249*l.* 11*s.* 6*d.*;

Fourthly in payment of interest at the rate of 1*l.* per centum per annum or such lesser rate as the amount for the time being of the rentcharge after deducting the payments aforesaid will allow upon the following stocks *pari passu* (that is to say) the said 1884 Second Debenture Stock amounting to 249,410*l.* the said 1887 Second Debenture Stock amounting to 175,869*l.* and the said Second Debenture Interest Stock amounting to 152,487*l.*;

Fifthly as and when the amount for the time being of the rentcharge after deducting the payments aforesaid will allow a sum of 1,743*l.* or such lesser sum as the amount of the rentcharge after the deductions aforesaid will allow shall be distributed annually among the holders of the First Preference Shares amounting to 232,416*l.* rateably in proportion to their respective holdings;

Sixthly as and when the amount for the time being of the rentcharge after deducting the payments aforesaid will allow a sum of 835*l.* or such lesser sum as the amount of the rentcharge after the deductions aforesaid will allow shall be distributed annually among the holders of the Second Preference Shares amounting to 300,000*l.* rateably in proportion to their respective holdings;

Lastly the residue (if any) of the said rentcharge shall be distributed annually among the holders of the ordinary shares amounting to 153,770*l.* rateably in proportion to their respective holdings.

The said interest shall be paid and the said distribution made half-yearly on the first day of January and the first day of July in each year the first half-yearly payment of interest to be made on the first day of January one thousand eight hundred and ninety-eight. Provided that if in any year ending on the thirtieth day of June the amount of the rentcharge for that year is not sufficient to pay the full amount of the interest on the said debenture stocks or the full amount of the sums to be distributed among the preference shareholders no part of the deficiency shall be made good out of the rentcharge for any subsequent year.

10. The debenture stockholders of the West Lancashire Company shall respectively accept the payments provided for by the preceding article in full discharge of the interest on their respective debenture stocks and shall as from the first day of July One thousand eight hundred and ninety-seven be entitled to such payments only and all arrears of interest on the said debenture stocks due on or before that date and which the net revenue of

[60 & 61 VICT.] *Lancashire and Yorkshire Railway* [Ch. cxxx.]
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the Company up to that date is unable to satisfy shall be cancelled and extinguished. A.D. 1897.

11. The West Lancashire Company shall within one month after the completion of the purchase of their undertaking hand over to the Lancashire and Yorkshire Company the register of shareholders the register of transfers the register of debenture stockholders and other books and documents relating to the share and loan capital of the West Lancashire Company together with the Common Seal of that company and such books shall thenceforth be kept by the Lancashire and Yorkshire Company and they and their secretary or such other officer as they may from time to time appoint for that purpose shall perform all duties in relation to the keeping of the said books the registering of transfers of shares and debenture stock and the issue of certificates in respect thereof as are now performed by the West Lancashire Company or their secretary or other officer and the interest of the said debenture stock and distributions on the preference and ordinary shares of the West Lancashire Company payable out of the said rentcharge as hereinbefore provided shall be paid or transmitted by the Lancashire and Yorkshire Company to the several debenture stockholders and shareholders for the time being registered in the said books of the West Lancashire Company All expenses of or in connection with the keeping of the said books and performing the said duties or paying and transmitting the said interest and distributions or otherwise in respect to the matters aforesaid shall be borne by the Lancashire and Yorkshire Company who shall be entitled to receive for their own use all transfer and other fees payable in respect of the matters aforesaid.

12. All running powers over the railways of the West Lancashire Company to which the Manchester Sheffield and Lincolnshire Railway Company are now entitled shall on or before the first day of July One thousand eight hundred and ninety-seven be extinguished.

13. The Lancashire and Yorkshire Company will in the Bill which they are promoting in the present session of Parliament use their best endeavours to obtain the insertion of clauses confirming this agreement and of such further clauses and provisions as may be necessary to give effect thereto and to regulate and define the position of the West Lancashire Company after the transfer of their undertaking to the Lancashire and Yorkshire Company and confirming the said agreement with the Liverpool Southport and Preston Junction Railway Company of even date herewith.

14. This agreement is conditional on the said Bill or some other Bill confirming the said agreements being passed into law on or before the first day of December One thousand eight hundred and ninety-eight and if such Bill does not become law on or before that date this agreement shall be void.

15. This agreement is subject to any alteration which may be made by Parliament therein but if the committee on the Bill make any material alteration in this agreement or insert in the Bill any clause materially

[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 VICT.]
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A.D. 1897. affecting its terms or the position of either Company thereunder it shall be competent to either of the parties hereto to withdraw from the same.

In witness whereof the West Lancashire Company and the Lancashire and Yorkshire Company have hereunto caused their respective common seals to be affixed the day and year first above written.

G. F. COLMAN
Secretary.



Passed under the common seal of the Lancashire and Yorkshire Railway Company in the presence of

CHAS. WM. BAYLEY
Secretary.



AN AGREEMENT made the second day of February One thousand eight hundred and ninety-seven between THE LIVERPOOL SOUTHPORT AND PRESTON JUNCTION RAILWAY COMPANY (herein-after called "the Junction Company" of the one part and THE LANCASHIRE AND YORKSHIRE RAILWAY COMPANY (herein-after called "the Lancashire and Yorkshire Company") of the other part.

Whereas by the Liverpool Southport and Preston Junction Railway Act 1884 (hereinafter called "the Act of 1884") the Junction Company were incorporated and have under the powers of that Act constructed and are the owners of a railway from Hillhouse Junction on the Southport and Cheshire Lines Extension Railway to a junction with the line of the West Lancashire Railway Company at or near Meolscop Road Southport which railway of the Junction Company is worked by the West Lancashire Railway Company :

And whereas the share and loan capital of the Junction Company consists of twenty thousand ordinary shares of 10*l.* each on which 198,744*l.* has been paid up and 66,600*l.* debenture stock fully paid bearing interest at the rate of 5*l.* per centum per annum the interest on which is in arrear and the Junction Company also owe 40,470*l.* 18*s.* 5*d.* on capital account for moneys paid or advanced for the construction of the railway which debt the persons to whom the same is due are willing to cancel in consideration of the other terms of this agreement :

And whereas the Junction Company have agreed for the considerations herein appearing (subject to confirmation by Parliament) to sell their undertaking to the Lancashire and Yorkshire Company and by agreement of even date herewith the West Lancashire Railway Company have agreed

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(subject as aforesaid) to sell their undertaking to the Lancashire and Yorkshire Company: A.D. 1897.

Now these presents witness that it is hereby mutually agreed between the parties hereto as follows:—

1. This agreement is conditional on the Junction Company obtaining on or before the first day of July one thousand eight hundred and ninety-seven the consent of the Manchester Sheffield and Lincolnshire Railway Company under their common seal to the abandonment as from that date of all running powers to which they are entitled over the Liverpool Southport and Preston Junction Railway and over the portion of the Lancashire and Yorkshire Railway between Preston and Blackburn including the use of the Blackburn station of the Lancashire and Yorkshire Company.

2. The Junction Company shall sell and the Lancashire and Yorkshire Company shall purchase for the considerations herein-after appearing the undertaking of the Junction Company freed and discharged from all debenture stock incumbrances and other pecuniary liabilities of every description of the Junction Company but subject to all other obligations and duties imposed on the Junction Company by the Act of 1884. The term "undertaking" includes all the railways lands easements stations buildings and property of the Junction Company and all the rights powers privileges and authorities of the Junction Company under the Act of 1884 or otherwise whether in relation to their own undertaking or the undertaking of any other company but does not include and the above purchase shall not include any moneys or securities for money of or debts due to the Junction Company.

3. The Junction Company shall pay and discharge all unpaid purchase-money (if any) for land and the cost of and incident to the completion of the purchases thereof and any other liabilities (other than debenture stock) charged on the undertaking except such as are to be cancelled and extinguished under the provisions herein-after contained.

4. The purchase shall take effect as on and from the first day of July one thousand eight hundred and ninety-seven up to which date the Junction Company shall be entitled to all receipts and shall discharge all outgoings. All receipts after that date shall belong to and all outgoings shall be discharged by the Lancashire and Yorkshire Company and the benefit and burthen of all contracts made by the Junction Company in the ordinary course of business and running at the date aforesaid shall as from that date be taken over by the Lancashire and Yorkshire Company who shall indemnify the Junction Company against the same and if necessary for the purposes of this article such receipts and outgoings and any moneys payable or receivable under any contract so taken over shall be apportioned. If for any reason the purchase shall not be completed on the date aforesaid the working of the undertaking shall be continued in the ordinary course of business as heretofore at the expense and for the benefit of the Lancashire and Yorkshire Company.

5. Any moneys due to the Junction Company at the date aforesaid from traders or other railway companies or persons but not then paid shall be collected in the name of the Junction Company by the Lancashire and

A.D. 1897. Yorkshire Company who shall account for the same when received to the Junction Company.

6. The Junction Company's title to the lands hereby agreed to be sold shall commence with the grants or conveyances thereof to them and no requisition or objection shall be made in respect thereof.

7. The Junction Company shall within one month after the completion of the purchase of their undertaking hand over to the Lancashire and Yorkshire Company all deeds muniments of title maps awards agreements and other documents relating to the lands hereby agreed to be sold.

8. The consideration for the said purchase by the Lancashire and Yorkshire Company shall be a perpetual yearly rentcharge of the amounts herein-after specified to commence from the first day of July one thousand eight hundred and ninety-seven and to be payable half-yearly on the first day of January and the first day of July in each year without any deduction (income tax excepted) the first of such payments to be made on the first day of January one thousand eight hundred and ninety-eight such rentcharge to be in favour of the Junction Company and to be issuing out of and charged upon the lands and hereditaments hereby agreed to be sold and the due payment thereof to be guaranteed by the Lancashire and Yorkshire Company The amount of the said rentcharge shall be 3,500*l.* for the first year increasing every year after the first year by annual increments of 175*l.* during a period of twenty years until such rentcharge shall amount to 7,000*l.* and to continue thenceforth at that yearly amount in perpetuity.

9. The said rentcharge shall in each year be applied in the manner and according to the priorities following (that is to say):—

Firstly a sum of 1,998*l.* shall be applied in payment of interest at the rate of three pounds per centum per annum on the debenture stock of the Junction Company amounting to 66,600*l.* such interest to be payable half-yearly on the first day of January and first day of July in each year the first of such half-yearly payments to be made on the first day of January one thousand eight hundred and ninety-eight ;

Secondly the residue of the said rentcharge after payment of the said sum of 1,998*l.* shall be distributed amongst the holders of the ordinary shares of the Junction Company rateably in proportion to their respective holdings such distribution to be made half-yearly on the first day of January and first day of July in each year the first of such distributions to be made on the first day of January one thousand eight hundred and ninety-eight.

10. The debenture stockholders of the Junction Company shall accept the said yearly sum of 1,998*l.* in full discharge of the interest on their debenture stock and such interest shall as from the first day of July one thousand eight hundred and ninety-seven be reduced from five pounds per centum per annum to three pounds per centum per annum accordingly and all arrears of interest on the said debenture stock due on or before the said first day of July one thousand eight hundred and ninety-seven and which the net revenue of the Company up to that date is unable to satisfy shall be cancelled and extinguished.

[60 & 61 VICT.] *Lancashire and Yorkshire Railway* [Ch. cxxx.]
Act, 1897.

11. The sum of 40,470*l.* 18*s.* 5*d.* paid or advanced to the Junction Company for the construction of the line shall on the first day of July one thousand eight hundred and ninety-seven be cancelled and extinguished. A.D. 1897

12. The Junction Company shall within one month after the completion of the purchase of their undertaking hand over to the Lancashire and Yorkshire Company the register of shareholders the register of transfers the register of debenture stockholders and other books and documents relating to the share and loan capital of the Junction Company together with the common seal of that company and such books shall thenceforth be kept by the Lancashire and Yorkshire Company and they and their secretary or such other officer as they may from time to time appoint for that purpose shall perform all duties in relation to the keeping of the said books the registering of transfers of shares and debenture stock and the issue of certificates in respect thereof as are now performed by the Junction Company or their secretary or other officer and the interest on the said debenture stock and distributions on the said shares of the Junction Company payable out of the said rentcharge as herein-before provided shall be paid or transmitted by the Lancashire and Yorkshire Company to the several debenture stockholders and shareholders for the time being registered in the said books of the Junction Company All expenses of or in connection with the keeping of the said books performing the said duties and paying or transmitting the said interest and distributions or otherwise in respect of the matters aforesaid shall be borne by the Lancashire and Yorkshire Company who shall be entitled to receive for their own use all transfer or other fees payable in respect of the matters aforesaid.

13. All running powers over the railway of the Junction Company to which the Manchester Sheffield and Lincolnshire Railway Company are now entitled shall on or before the said first day of July one thousand eight hundred and ninety-seven be extinguished.

14. The Lancashire and Yorkshire Company will in the Bill which they are promoting in the present session of Parliament use their best endeavours to obtain the insertion of clauses confirming this agreement and of such further clauses and provisions as may be necessary to give effect thereto and to regulate and define the position of the Junction Company after the transfer of their undertaking to the Lancashire and Yorkshire Company and confirming the said agreement with the West Lancashire Company of even date herewith.

15. This agreement is conditional on the said Bill or some other Bill confirming the said agreements being passed into law on or before the thirty-first day of December one thousand eight hundred and ninety-eight and if such Bill does not become law on or before that date this agreement shall be void.

16. This agreement is subject to any alteration which may be made by Parliament therein but if the Committee on the Bill make any material alteration in this agreement or insert in the Bill any clause materially

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A.D. 1897. affecting its terms or the position of either Company thereunder it shall be competent to either of the parties hereto to withdraw from the same.

In witness whereof the Junction Company and the Lancashire and Yorkshire Company have hereunto caused their respective common seals to be affixed the day and year first above written.

G. F. COLMAN

Secretary.

The Seal of
the Liverpool
Southport and
Preston Junction
Railway Com-
pany.

Passed under the common seal of the Lancashire and
Yorkshire Railway Company in the presence of

CHAS. WM. BAYLEY

Secretary.

The Seal of
the Lancashire
and Yorkshire Rail-
way Company.

THE THIRD SCHEDULE.

AN AGREEMENT made the eighteenth day of May One thousand eight hundred and ninety-seven between the Lancashire and Yorkshire Railway Company (herein-after called "the Lancashire and Yorkshire Company") of the first part the Cheshire Lines Committee (herein-after called "the Committee") of the second part the Manchester Sheffield and Lincolnshire Railway Company (herein-after called "the Sheffield Company") of the third part the Great Northern Railway Company (herein-after called "the Great Northern Company") of the fourth part the Midland Railway Company (herein-after called "the Midland Company") of the fifth part and the Southport and Cheshire Lines Extension Railway Company (herein-after called "the Southport Company") of the sixth part This Agreement shall be read and have effect as supplemental to an agreement dated the twenty-seventh day of April One thousand eight hundred and eighty-eight scheduled to and confirmed by the Southport and Cheshire Lines Extension Railway Act 1889 and made between the Liverpool Southport and Preston Junction Railway Company of the first part the West Lancashire Railway Company of the second part the Committee of the third part the Sheffield Company of the fourth part the Great Northern Company of the fifth part the Midland Company of the sixth part and the Southport Company of the seventh part (herein-after called "the principal agreement") and also to another agreement dated the tenth day of May One thousand eight hundred and eighty-nine scheduled to

[60 & 61 VICT.] *Lancashire and Yorkshire Railway* [Ch. cxxx.]
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and confirmed by the said Act and made between the Committee of the first part the Sheffield Company of the second part the Great Northern Company of the third part the Midland Company of the fourth part and the Southport Company of the fifth part.

A.D. 1897.
—

Whereas the Lancashire and Yorkshire Company are promoting a Bill in the present session of Parliament (inter alia) seeking to confirm and make binding on the parties thereto respectively two agreements scheduled to such Bill one of which is dated the second day of February One thousand eight hundred and ninety-seven and made between the West Lancashire Railway Company of the one part and the Lancashire and Yorkshire Company of the other part and the other dated the second day of February One thousand eight hundred and ninety-seven and made between the Liverpool Southport and Preston Junction Railway Company of the one part and the Lancashire and Yorkshire Company of the other part which agreements provide for the vesting in the Lancashire and Yorkshire Company of the undertakings of the West Lancashire Railway Company and the Liverpool Southport and Preston Junction Railway Company and such vestings will if confirmed enable the diversion by the Lancashire and Yorkshire Company of traffic from the railway of the Southport Company :

And whereas in consideration of the Southport Company not opposing the said Bill the terms herein-after expressed have been agreed between the Committee and several companies parties hereto :

Now this agreement witnesseth and it is hereby mutually agreed and declared by and between the parties hereto for themselves their respective successors and assigns as follows (that is to say) :—

1. That the Lancashire and Yorkshire Company hereby guarantee that the mileage proportion of the gross receipts payable to the Southport Company by virtue of Article 3 of the principal agreement after making the deductions therein mentioned in respect of Government duty clearing house terminals on through traffic paid ons paid outs and other usual and recognised deductions and the mileage allowance for working expenses calculated on the actual mileage run over the railways of the Southport Company shall not be less than 1,500*l.* per annum and that in the event of the actual mileage proportion payable as aforesaid after making the deductions aforesaid not amounting to such sum of 1,500*l.* per annum the Lancashire and Yorkshire Company shall pay to the Southport Company such sum as including the actual mileage proportion (if any) of the gross receipts after making the deductions aforesaid will make up the sum of 1,500*l.* per annum such sum whether the powers conferred by section 63 of the Liverpool Southport and Preston Junction Railway Act 1884 of running over and user of so much of the railway of the Southport Company as is therein referred to shall be exercised or not to be paid on the first day of January and first day of July in each year or within thirty days thereafter the first payment to fall due on the first day of January One thousand eight hundred and ninety-eight.

2. That Article 3 of the principal agreement shall be read and construed as if the words "Provided that in calculating the gross mileage proportion" aforesaid the Southport Company's distance shall be computed as one mile

[Ch. cxxx.] *Lancashire and Yorkshire Railway* [60 & 61 VICT.]
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A.D. 1897. "beyond the actual distance over that company's railway" had been omitted therefrom.

3. That the allowance for working expenses to be made under Articles 3 and 4 of the principal agreement shall be thirty-three per centum and not twenty-five per centum as therein mentioned.

4. That as between the Southport Company and the Committee the said allowance of thirty-three per centum for working expenses to be made to the Lancashire and Yorkshire Company shall be charged to borne and paid by the Committee and shall not diminish the amount which would otherwise be payable to the Southport Company by virtue of the principal agreement the said agreement of the tenth day of May one thousand eight hundred and eighty-nine or this agreement.

5. That the Lancashire and Yorkshire Company shall have the power if they shall desire to construct a junction at Aintree between their existing railway and that of the Southport Company at a point to be agreed upon between the Southport Company and the Lancashire and Yorkshire Company. Such junction shall be effected in all respects in such manner as shall previously have been approved in writing by the engineer for the time being of the Cheshire Lines Committee and the said junction and works connected therewith shall be executed maintained worked and signalled in all respects in accordance with the provisions relating to junctions contained in and provided for by the Railways Clauses Act 1863 and as if the junction had been made in pursuance of that Act.

6. The principal agreement shall be binding on the Lancashire and Yorkshire Company in all respects except as otherwise varied by this agreement in the same manner as if the name of the Lancashire and Yorkshire Company had been inserted in the principal agreement in lieu of that of the Liverpool Southport and Preston Junction Railway Company.

7. The terms of this agreement shall have effect as from the first day of July one thousand eight hundred and ninety-seven.

8. This agreement shall be perpetual.

9. This agreement is conditional on the said Bill or some other Bill confirming the said agreements between the West Lancashire Railway Company and the Lancashire and Yorkshire Company and between the Liverpool Southport and Preston Junction Railway Company and the Lancashire and Yorkshire Company being passed into law on or before the thirty-first day of December one thousand eight hundred and ninety-eight and if such Bill does not become law on or before that date this agreement shall be void.

10. This agreement is subject to any alteration which may be made by Parliament therein but if the committee on the Bill make any material alteration in this agreement or insert in the Bill any clause materially affecting its terms or the position of the parties thereunder it shall be competent to any of the parties hereto to withdraw from the same.

[60 & 61 VICT.] *Lancashire and Yorkshire Railway* [Ch. cxxx.]
Act, 1897.

In witness whereof the said Committee and Companies parties hereto have hereunto affixed their respective common seals. A.D. 1897.

The common seal of the Lancashire and Yorkshire Railway Company was hereunto affixed in the presence of

CHAS. WM. BAYLEY
Secretary.

L.S.

The common seal of the Cheshire Lines Committee was hereunto affixed in the presence of

GLEGGE THOMAS
Secretary.

L.S.

The common seal of the Manchester Sheffield and Lincolnshire Railway Company was hereunto affixed in the presence of

O. S. HOLT
Secretary.

L.S.

The common seal of the Great Northern Railway Company was hereunto affixed in the presence of

L. C. PROBYN
Director.

L.S.

The common seal of the Midland Railway Company was hereunto affixed in the presence of

H. T. HODGSON
Director of the Midland Railway Company Derby.

L.S.

The common seal of the Southport and Cheshire Lines Extension Railway Company was hereunto affixed in the presence of

J. H. PECK
Secretary.

L.S.

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