ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. cci.

An Act for authorizing the Transfer to the *London and North-western* Railway Company of the *Haydon Square* Branch of the *London and Blackwall* Railway, and for other Purposes; and of which the Short Title is "The *London and North-western* Railway Act, 1854."

[31st *July* 1854.]

WHEREAS by an Act of the Session of the Ninth and Tenth Years of Her Majesty, intituled *An Act to consolidate the* London and Birmingham, Grand Junction, *and* Manchester and Birmingham *Railway Companies*, those Companies were consolidated into One Company, under the Name of the *London and North-western* Railway Company (in this Act called "The *North-western* Company"), and other Acts have been passed relating to that Company: And whereas by the *London and Blackwall* Railway (Branch to *Haydon Square*) Act, 1851, (in this Act called "The *Haydon Square* Railway Act,") the *London and Blackwall* Railway Company (in this Act called "The *Blackwall* Company") were authorized to make a Branch Railway (in this Act called "The *Haydon Square* Railway"), commencing by a Junction with the Line of the *London* 9 & 10 Vict. c. cciv.

and Blackwall Railway at or near the West End of *Chambers Street* in the Parish of *Saint Mary Matfelon* otherwise *Whitechapel*, and terminating at or near certain Warehouses on the North Side of *Haydon Square* in the Parish of *Holy Trinity* in the *Minories*: And whereas by that Act the *North-western* Company and the *Blackwall* Company (in this Act called the "Two Companies") were empowered to make Contracts with respect to the Use by the *North-western* Company of the *Haydon Square* Railway: And whereas the *Blackwall* Company made the *Haydon Square* Railway accordingly: And whereas by the *London and North-western* (*Haydon Square* Depôt) Act, 1853, the Warehouses at which the *Haydon Square* Railway terminates, and other Lands, Buildings, and Conveniences respectively, purchased by or for the *North-western* Company for the Purposes of a Depôt for Goods and Merchandise (in this Act called "the Depôt"), were vested in the *North-western* Company as Part of their Undertaking: And whereas a Contract or Arrangement has been made between the Two Companies for the Use by the *North-western* Company of the *Haydon Square* Railway for the Transmission of their Traffic to and from the Depôt: And whereas it is expedient that Provision be made for the Transfer of the *Haydon Square* Railway to the *North-western* Company: And whereas by an Act of the Eleventh Year of *George* the Third, Chapter Fifty-four, intituled *An Act for the better paving, cleansing, lighting, and watching* Haydon Square, *the* New Square, Haydon Yard, Sheepy Yard, Church Street, Little Church Street, *otherwise the* Church Passage, Church Court, *and* Kenton Street, *and the Passages therein or leading thereunto, in the Parish of* Trinity *otherwise* Holy Trinity *in the* Minories *in the County of* Middlesex, *within the Liberty of His Majesty's* Tower of London, *and for other Purposes therein mentioned*, (in this Act called the Paving Act,) Commissioners (in this Act called "the Paving Commissioners,") were appointed for putting that Act in execution: And whereas the Qualification by the Paving Act required for the Office of a Paving Commissioner was his being an Inhabitant or an Owner of Lands, Tenements, or Hereditaments within the Limits of that Act, and being in his own Right or in right of his Wife in the actual Possession or Receipt of the Rents or Profits of Lands, Tenements, or Hereditaments of the clear yearly Value of Twenty Pounds, or possessed of or entitled to a Personal Estate of the Value of Five hundred Pounds: And whereas by the Paving Act all the then present and future Pavements, and all Posts, Rails, and Fences in the Squares, Yards, Streets, Passage, and Court within the Limits of that Act, or any or either of them, and the Passages therein or leading thereunto, as well in the Footways as Carriageways, were vested in the Paving Commissioners: And whereas the Act of the Fifty-seventh Year of *George* the Third, Chapter Twenty-nine, intituled *An Act for better paving, improving, and regulating the Streets of the Metropolis, and*

and removing and preventing Nuisances and Obstructions therein, relates to the Paving Commissioners: And whereas *Haydon Square* is within the Limits of the Paving Act: And whereas for the Purposes of the *Haydon Square* Railway the *Blackwall* Company, under the Authority of the *Haydon Square* Railway Act, took and used Part of the Enclosure of *Haydon Square* and other Lands which the Paving Commissioners claimed to be vested in them by the Paving Act: And whereas the *North-western* Company by Agreement with the *Blackwall* Company are in the Possession of those Lands, and Part thereof is occupied by the Arches of the *Haydon Square* Railway, and other Parts thereof under some of those Arches are used by the *North-western* Company, and they are about to use the other Parts thereof: And whereas the Paving Commissioners claimed Compensation from the *Blackwall* Company for those Lands, but they contended that the Paving Commissioners were not entitled to any such Compensation: And whereas the Question as to the Right of the Paving Commissioners to such Compensation was brought before the Court of Chancery, and in obedience to an Order of that Court the *Blackwall* Company paid Two thousand one hundred Pounds into Court, subject to a Reference to an Arbitrator: And whereas Proceedings have not yet been had under that Reference: And whereas the Two Companies are willing to admit that the Paving Commissioners are entitled to receive some Compensation in respect of those Lands, and it is expedient that the Reference be confined to ascertaining the Amount of such Compensation, and that Provision be made for the Investment of such Amount of Compensation, and for the Application of the Income thereof in aid of the Rates which the Paving Commissioners are authorized to raise: And whereas the greater Part of the Houses of the clear yearly Value of Twenty Pounds or upwards within the Limits of the Paving Act have been taken down or converted into Warehouses, or for other Purposes: And whereas the *North-western* Company are the Owner and Occupier of a very large Part of the Property within those Limits rateable under that Act: And whereas it is expedient that the Qualification of Commissioners under the Paving Act be altered, and that Provision be made for the Appointment as by this Act provided of Commissioners under that Act: And whereas a Scheme for Life Insurance and Superannuation of Officers and Servants of the *North-western* Company has been approved by a Committee of such Officers and Servants, and adopted by the Directors of that Company, to take effect from the Thirty-first Day of *March* One thousand eight hundred and fifty-three, and a Copy of that Scheme as so adopted is given in the Schedule to this Act annexed: And whereas it is expedient that Provision be made for enabling that Scheme to be carried out: And whereas by the *Birmingham, Wolverhampton, and Stour Valley* Railway Act, 1846, (*Birmingham, Wolverhampton, and Dudley* Lines,) the *Birmingham, Wolver-*

Wolverhampton, and Stour Valley Railway Company (in this Act called the *Stour Valley* Company) were authorized to make a Railway (in this Act called the *Stour Valley* Railway) from *Birmingham* to *Wolverhampton*, and thence to the *Grand Junction* Railway at *Bushbury*, and the *Stour Valley* Railway has been made under that Act from *Birmingham* through *Wolverhampton* to *Bushbury*, where it joins the *Grand Junction* Line of the *London and North-western* Railway: And whereas the *North-western* Company are, under the Authority of Acts relating to the *Stour Valley* Company and the *North-western* Company respectively, Lessees for One thousand Years of the *Stour Valley* Railway and the Works and Conveniences thereof: And whereas by the *Shrewsbury and Birmingham* Railway Act, 1846, the *Shrewsbury and Birmingham* Railway Company (in this Act called the *Shrewsbury and Birmingham* Company) were authorized to make a Railway from *Shrewsbury* to *Wolverhampton* (in this Act called the *Shrewsbury and Birmingham* Railway), and they have made it accordingly: And whereas the authorized Course of the *Stour Valley* Railway and of the *Shrewsbury and Birmingham* Railway respectively was, as to that Part of their respective Lines which passes through the Town of *Wolverhampton* and the immediate Vicinity thereof, identical, and that Part is in this Act called "the Common Line:" And whereas under an Agreement, dated the Tenth Day of *July* One thousand eight hundred and forty-seven, between the *North-western* Company and the *Shrewsbury and Birmingham* Company, a Committee called "The *Wolverhampton* Joint Station Committee" has been formed, and a Station at *Wolverhampton* on the Common Line, for the Use in common of those Companies and of the *Stour Valley* Company, (in this Act called the "Joint Station,") has been made under the Superintendence of that Committee, and has for some Time been partially opened for public Use: And whereas the "*Shrewsbury and Birmingham* Railway Company's Amendment Act, 1849," was afterwards passed: And whereas the Funds for making the Joint Station are contributed and to be contributed in equal Shares by the *Stour Valley* Company and the *North-western* Company, or One of them, on the one hand, and the *Shrewsbury and Birmingham* Company on the other hand: And whereas by reason of Diversity of Interests and Disputes having arisen between the *Stour Valley* Company and the *North-western* Company, or One of them, on the one hand, and the *Shrewsbury and Birmingham* Company on the other hand, it would tend to the Public Convenience and is expedient that the Joint Station be partitioned as by this Act provided, and that the Provisions of this Act with respect to the Joint Station be made: And whereas by the *Birmingham, Wolverhampton, and Stour Valley* Railway Act, 1847, (No. 1, *Smethwick* Deviation,) it was enacted that the *Shrewsbury and Birmingham* Company might use, when made, the *Stour Valley* Railway and any Railway made in substitution therefor, and the Stations

Stations and other Conveniences connected with such Railways respectively, in the event of the same being leased or sold to the *North-western* Company, at all proper and reasonable Times, subject to the Payment of such reasonable Rent or Tolls, and to the Observance of the Byelaws, Rules, and Regulations of the Company in whom such Railway should be vested, or to such Rent and Tolls and to such Byelaws, Rules, and Regulations as, in the event of Difference between the *Shrewsbury and Birmingham* Company and such last-mentioned Company, might be settled by Arbitration, the Umpire to be appointed by the Commissioners of Railways: Provided always, that the Power thereby conferred on the *Shrewsbury and Birmingham* Company should cease and be void in case that Company should be leased to or purchased by or amalgamated with the *Great Western* Railway Company, the *Oxford, Worcester, and Wolverhampton* Railway Company, the *Birmingham and Oxford* Railway Company, and the *Birmingham, Wolverhampton, and Dudley* Railway Company, or with any or either of those Companies: Provided further, that the Authority last aforesaid should not extend or apply to any Traffic arising on any Station on the *Stour Valley* Railway and destined for any other Station on that Railway: And whereas the *Stour Valley* Railway was afterwards as herein-before recited leased to the *North-western* Company: And whereas by the *Shrewsbury and Birmingham* Railway Company's Amendment Act, 1852, after reciting that Doubts existed as to the Right of the *Shrewsbury and Birmingham* Company, under the Powers of the *Birmingham, Wolverhampton, and Stour Valley* Railway Act, 1847, to use the Railway authorized to be made by the *North-western* Company from the *London and Birmingham* Railway to or near to *Navigation Street* in *Birmingham*, on Part whereof the Station (in this Act called the *New Street* Station) had been formed, it was enacted that the *Shrewsbury and Birmingham* Company might use for the Accommodation of their Traffic that Station, subject to the Provisions of the Act which authorized the making thereof, and also with Engines, Carriages, Trucks, and Waggons coming from or going to the *Shrewsbury and Birmingham* Railway might pass over and use at all proper and reasonable Times so much of the *London and North-western* Railway as lies between that Station and the Line of the *Stour Valley* Railway, and the Works and Conveniences connected with that Portion of such Line, upon such Terms and Conditions as should be agreed upon, and subject both as regards the Station and Railway to the Observance of the Byelaws, Rules, and Regulations of the *North-western* Company, or, in the event of Difference between the *Shrewsbury and Birmingham* Company and the *North-western* Company, upon such Terms and Conditions, and subject to such Byelaws, Rules, and Regulations, as might be settled by Arbitration, the Umpire being appointed by the Board of Trade; and by that Act it was enacted, that nothing therein should in any Manner

prejudice or affect the Proviso for Cesser in the *Birmingham, Wolverhampton, and Stour Valley* Act, 1847, herein-before recited, and that the same and the Cesser thereby provided for should extend to the Powers in the now reciting Act before conferred on the *Shrewsbury and Birmingham* Company, as well as the Powers conferred by that Act of 1847: And whereas the *Birmingham and Oxford* Railway and the *Birmingham, Wolverhampton, and Dudley* Railway have been respectively purchased or agreed to be purchased by the *Great Western* Railway Company, and the *Shrewsbury and Birmingham* Company and the *Great Western* Railway Company have, since the passing of that Act of 1847 herein-before referred to, agreed or arranged for an Amalgamation of their respective Undertakings, and for the working and Interchange of their respective Traffic for their common and mutual Benefit until such Amalgamation be more fully carried into effect: And whereas by such Means a substantial Unity of Interests has been established between the *Shrewsbury and Birmingham* Company and the *Birmingham and Oxford*, the *Birmingham, Wolverhampton, and Dudley*, and the *Great Western* Railway Companies, and those several Companies are *de facto* combined in a Manner prejudicial to the *North-western* Company as Lessee of the *Stour Valley* Railway: And whereas it is expedient and just that the special Powers given to the *Shrewsbury and Birmingham* Railway Company of using the *Stour Valley* Railway, and the Stations and Conveniences connected therewith, and the *New Street* Station, should cease: And whereas it is also expedient that the Company should be empowered to acquire or purchase Lands and Houses at or near the Terminus of their Railway at *Euston Square* in the Parish of *Saint Pancras* in the County of *Middlesex*, for the Purpose of providing Hotel Accommodation there, and to erect on any Land so acquired or purchased, or on any other Land belonging to them adjoining or near their said Station, One or more Hotel or Hotels, with proper Refreshment Rooms, Stabling, and other Conveniences connected therewith respectively; and to acquire or purchase any House or Houses adjoining or near to their said Station now used and occupied as and for an Hotel or Hotels: And whereas it is expedient that the Company should be empowered to provide additional Station Accommodation at or near and to improve the Approaches to their present *New Street* Station at *Birmingham*, and for such Purpose to purchase certain Lands and Houses situate in the Parish of *Birmingham* in the County of *Warwick*, and also to purchase additional Lands in connexion with their existing Railway in the Parishes of *Cottingham-cum-Middleton* and *Carlton* in the County of *Leicester* and County of *Northampton*, or One of them, and in the Parish of *Harrow* in the County of *Middlesex*: And whereas the Purposes of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty,

by

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.

I. This Act may be cited for any Purpose as "The *London and North-western* Railway Act, 1854."

And with respect to the Transfer of the *Haydon Square* Railway to the *North-western* Company, be it enacted as follows:

The Two Companies with Sanction of Shareholders may agree for Transfer of Haydon Square Railway to North-western Company.

II. The *Blackwall* Company, with the Sanction of not less than Three Fifths of the Votes of the Shareholders thereof, present either personally or by Proxy at an Extraordinary General Meeting of that Company, may make, and the *London and North-western* Company with the like Sanction on the Part of their Shareholders may accept, a Transfer of the *Haydon Square* Railway, and the Lands, Works, and Conveniences thereof, and all or any of the Powers, Rights, and Privileges of the *Blackwall* Company in connexion therewith; and on such Transfer being so agreed on the Premises so agreed to be transferred shall by this Act be vested according to the Provisions of this Act in the *North-western* Company, and that Company may have and hold those Premises, and use, exercise, and enjoy such Powers, Rights, and Privileges in connexion therewith.

Copy of Resolution, &c., to be Evidence of Sanction to Agreement of Transfer.

III. The Sanction of each of the Two Companies to such Agreement for Transfer shall be sufficiently evidenced by a Copy of the Resolution of the Extraordinary General Meeting of the respective Companies, certified by the Chairman of the respective Company to be a true Copy thereof, and the Fact of the Agreement having been entered into shall be sufficiently evidenced by any Certificate thereof in Writing under the Hands of the respective Chairmen of the Two Companies.

When transferred, Haydon Square Railway to be Part of North-western Undertaking.

IV. On and after such Transfer the Premises so transferred shall be amalgamated with and be Part of the Undertaking of the *North-western* Company, and thenceforth all the Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Clauses, Matters, and Things contained in the *Haydon Square* Railway Act with respect to the *Haydon Square* Railway, and the Lands, Works, and Conveniences thereof, shall, with respect thereto, and to such Matters and Things as might be done by the *Blackwall* Company, their Directors, Officers, Agents, and Servants, apply to the *North-western* Company, their Directors, Officers, Agents, and Servants, in every respect as if the Name of the *North-western* Company had in every Case been written in that Act instead of the Name of the *Blackwall* Company, and as if every Act, Matter, or Thing done or left undone by the *Blackwall* Company in reference

to

to that Act had been done or left undone by the *North-western* Company: Provided always, that the Generality of the preceding Provision shall not be restricted by any of the other Clauses and Provisions of this Act.

Actions, &c. not to abate.

V. That no Action, Suit, Prosecution, or other Proceeding whatsoever commenced or carried on either by or against the *Blackwall* Company previously to the Transfer by this Act authorized shall abate or be discontinued or prejudicially affected by this Act, but the same shall continue and take effect both in favour of and against the *North-western* Company, in the same Manner in all respects as the same would have continued and taken effect in relation to the *Blackwall* Company if this Act had not been passed; and all Penalties incurred by reason of any Offences against the Provisions of the *Haydon Square* Railway Act previously to such Transfer as aforesaid shall and may be sued for, and all Offences which may have been committed before the said Transfer against the Provisions of the said last-mentioned Act may be prosecuted, in such or the like Manner to all Intents and Purposes as the same might have been sued for and prosecuted respectively if this Act had not been passed, the *North-western* Company being in reference to the Matters aforesaid in all respects substituted in the Place of the said *Blackwall* Company.

Compensation for Transfer.

VI. In consideration of such Transfer the *North-western* Company may make and the *Blackwall* Company may accept such Compensation as is so agreed on between the Two Companies.

Deed of Transfer.

VII. Provided always, That such Transfer shall be evidenced sufficiently and conclusively by a Deed of Transfer under the Seals of the Two Companies, and duly stamped, and in which Deed the full Consideration for the Transfer shall be fully and truly set forth.

Deposit of Deed with Clerk of Peace.

VIII. Such Deed may be executed in Duplicate, and One Part thereof may be deposited with the Clerk of the Peace for the City of *London*, and the other Part thereof may be retained by the *North-western* Company, and deposited among their Records.

Retainer and Inspection thereof.

IX. The Clerk of the Peace shall receive and retain the Part of that Deed so deposited with him, and shall permit all Persons interested to inspect it, and make Copies and Extracts thereof, in like Manner, and upon like Terms, and under like Penalty for Default, as provided by the Act of the First Year of Her Majesty, Chapter Eighty-three, with respect to Documents therein referred to.

Evidence of Transfer.

X. The Clerk of the Peace shall, at the Request of the *North-western* Company, on receiving a Part of that Deed, endorse on the Part

Part thereof retained by that Company a Memorandum of such Receipt; and the Production of a Copy of this Act printed by Her Majesty's Printers, and the Part so retained, with an Endorsement thereon purporting to be such Endorsement by that Clerk of the Peace, shall, without Proof of any Matter, be sufficient and conclusive Evidence of that Transfer having taken effect.

And with respect to the Compensation to be made to the Paving Commissioners, be it enacted as follows:

Paving Commissioners declared entitled to Compensation for Land at Haydon Square.

XI. The Paving Commissioners are by this Act declared to be entitled, with respect to the Land on and over which the *Haydon Square* Railway is carried by Arches, and which is now vested in the *Blackwall* Company, and by this Act may be transferred to and vested in the *North-western* Company as Part of the *Haydon Square* Railway, and the Lands, Works, and Conveniences thereof, to such Compensation as by this Act in that Behalf provided.

Reference limited to Amount of Compensation.

XII. The Matters now in Difference between the Paving Commissioners and the *Blackwall* Company with respect to such Compensation shall be confined to what Part of the Two thousand one hundred Pounds paid by the *Blackwall* Company into Court as in this Act recited shall be paid to the Paving Commissioners as such Compensation, and the Reference thereon shall be limited and may be proceeded with accordingly.

Blackwall Company and Paving Commissioners may agree as to Amount of Compensation.

XIII. Provided always, That the *Blackwall* Company and the Paving Commissioners may, if they think fit, agree as to such Amount of Compensation, and in order thereto any Proceeding in the Reference shall not be had till after the Expiration of Six Months after the passing of this Act; and if any such Agrcement be come to, the Reference shall not be proceeded in.

Investment and Application of Compensation.

XIV. Such Part of the Two thousand one hundred Pounds so paid into Court as is awarded or agreed to be paid as such Compensation to the Paving Commissioners may, upon the Order of the Court of Chancery, be invested by the Accountant General of that Court in the Purchase of Consolidated Three Pounds *per Centum* Annuities or Reduced Three Pounds *per Centum* Annuities, or on Government or Real Securities, and the yearly Income thereof paid to the Paving Commissioners, and the Moneys so from Time to Time paid to them shall be applied by them in aid of the Rates from Time to Time levied by the Paving Commissioners.

And with respect to the Qualification and Constitution of the Paving Commissioners, be it enacted as follows:

Qualification of Paving Commissioners.

XV. After the passing of this Act the Qualification of a Paving Commissioner shall be his being from Time to Time rated in the then last

last Rate or Assessment made by the Paving Commissioners on a clear yearly rateable Value of not less than Twenty Pounds, or his being appointed under this Act by the *North-western* Company a Commissioner.

North-western Company and Paving Commissioners may agree on Appointment of Commissioners by that Company, &c.

XVI. The *North-western* Company and the Paving Commissioners from Time to Time may agree that the *North-western* Company may appoint Persons to be Paving Commissioners, and that the Number of the Paving Commissioners shall be limited, and from Time to Time after any such Agreement is made the Provisions in that Behalf of this Act shall be in force: Provided nevertheless, that the Number of Commissioners to be appointed by the *North-western* Company shall not exceed One Third of the total Number of Commissioners for the Time being.

Appointment of Paving Commissioners by North-western Company.

XVII. The *North-western* Company, within Six Months after the Time in that Behalf so agreed on, may appoint such Persons as that Company think fit, not exceeding the Number so agreed on, to be Paving Commissioners; and from Time to Time thereafter, when any Vacancy by Death, Resignation, Removal by the *North-western* Company, or otherwise, in the Number of the Paving Commissioners appointed by that Company occurs, or within Six Months after Notice to that Company of such Vacancy, may appoint such Person as that Company think fit to supply the Vacancy, and from Time to Time at Pleasure may remove any Person so appointed from being a Paving Commissioner.

Evidence of Appointment.

XVIII. Every Appointment and Removal of a Paving Commissioner by the *North-western* Company shall be in Writing under the Hand of the Chairman of that Company, and shall be delivered to the Clerk to the Paving Commissioners or left for him at his Office within Twenty-one Days after every such Appointment shall be made.

Provision as to Limit of Number of Paving Commissioners.

XIX. After any such Agreement to limit the Number of the Paving Commissioners, and until the Number of the Paving Commissioners be reduced to the limited Number so agreed on, there shall not be any Appointment or Election under the Provisions of the Paving Act of a Paving Commissioner.

Who shall be Paving Commissioners until such Reduction.

XX. After any such Agreement to limit the Number of the Paving Commissioners, and until their Number be so reduced to the limited Number, the Commissioners for executing the Paving Act shall be such of the Persons who at the Time of such Agreement are Paving Commissioners as from Time to Time thereafter continue to be Paving Commissioners, and the Persons from Time to Time under this Act appointed by the *North-western* Company to be Paving Commissioners.

XXI. After

Number of Paving Commissioners after such Reduction.

XXI. After the Number of the Paving Commissioners is reduced to the Number so agreed on the Number of the Commissioners shall be the Number so agreed on, consisting of so many Persons from Time to Time appointed or elected under the Paving Act as amended by this Act, and so many Persons from Time to Time appointed by the *North-western* Company under this Act as are so agreed on.

Paving Commissioners after such Reduction.

XXII. After the Number of the Paving Commissioners is so reduced, the Commissioners for executing the Paving Act shall be the then Paving Commissioners, and their Successors from Time to Time under the Paving Act as amended by this Act and this Act respectively appointed or elected Commissioners.

Vacancies in elected Paving Commissioners to be supplied.

XXIII. Provided always, That whenever the Paving Commissioners have Notice that the Number of the Paving Commissioners, exclusive of Paving Commissioners appointed by the *North-western* Company, is less than the Number so agreed on, the Paving Commissioners shall not transact any Business except the Business of and connected with the supplying of the Vacancy in the Number of the Paving Commissioners, exclusive of Paving Commissioners appointed by the *North-western* Company, until such Vacancy be supplied.

Powers of Paving Commissioners not dependent on Appointment by North-western Company.

XXIV. Provided always, That any of the Powers and Authorities of the Paving Commissioners shall not be prejudiced or affected by the Number of the Paving Commissioners to be appointed by the *North-western* Company being at any Time less than the Number so agreed on, or by there not being any Paving Commissioner appointed by that Company.

Power to Paving Committee to make Byelaws for their own Governance, &c.

XXV. It shall be lawful for the Paving Commissioners at any Time after the passing of this Act and from Time to Time to make such Byelaws, Rules, and Regulations as they shall think fit with reference to the due Management of their Affairs, and otherwise with reference to the Exercise of the Powers by this Act conferred on them, and from Time to Time to alter or repeal any such Byelaws, Rules, or Regulations, and make others, provided such Byelaws, Rules, and Regulations be not repugnant to Law; and it shall be lawful for the Paving Commissioners by any such Byelaws, Rules, and Regulations to prescribe and direct for all or any of the following Matters; (that is to say,) that the Qualification of a Paving Commissioner shall be either such as is provided by this Act, or the same as is at present provided by the Paving Act; that any Five or more of the Commissioners may agree as by this Act provided for the Appointment of Paving Commissioners by the *North-western* Company; that the Qualification of a Commissioner to be appointed under this Act by the *North-western* Company shall be that he, in his own Right, or in the Right of his Wife, be in actual

actual Possession or Receipt of Rents or Profits of Lands, Tenements, or Hereditaments of the clear yearly Value of Twenty Pounds, or possessed of or entitled to a Personal Estate of Five hundred Pounds, or be in receipt from any Source whatever of One hundred and fifty Pounds *per Annum*; and it shall also be lawful for the Paving Commissioners by any such Byelaws, Rules, or Regulations to suspend from Time to Time as they think fit the Operation of the Provision in this Act contained whereby it is declared that whenever the Paving Commissioners have Notice that the Number of the Paving Commissioners, exclusive of Paving Commissioners appointed by the *North-western* Company, is less than the Number agreed on pursuant to the Provisions of this Act, the Paving Commissioners shall not transact any Business except the Business of and connected with the supplying of the Vacancy in the Number of the Paving Commissioners, exclusive of Paving Commissioners appointed by the *North-western* Company, until such Vacancy be supplied; and all such Byelaws, Rules, and Regulations shall have the same Force and Effect as if the same had been specially embodied in this Act.

And with respect to the Superannuation Fund of the *North-western* Company, be it enacted as follows:

Scheme for Superannuation to be carried out.

XXVI. Subject to the Provisions of this Act, the Scheme for Life Insurance and Superannuation of Officers and Servants of the *North-western* Company, of which a Copy is given in the Schedule to this Act annexed, shall be binding on the *North-western* Company and the Officers and Servants thereof, and may and shall be carried out accordingly.

Power to modify Scheme.

XXVII. Provided always, That from Time to Time hereafter, with the Consent of at least Four Fifths of the Members from Time to Time contributing to the Superannuation Fund and of the Directors of the *North-western* Company, that Scheme may be modified as those Parties mutually agree, and shall, with such Modifications, be binding and carried out.

Procedure of Committee.

XXVIII. The Procedure of the Committee from Time to Time appointed according to that Scheme shall be regulated by themselves.

And with respect to the Joint Station and Common Line at *Wolverhampton*, and the User by the *Shrewsbury and Birmingham* Company of the *Stour Valley* Railway and the *New Street* Station, be it enacted, as follows:

Board of Trade to appoint Arbitrator.

XXIX. On the Application of the *Stour Valley* Company, the *North-western* Company, and the *Shrewsbury and Birmingham* Company, or any of them, the Board of Trade may appoint such One Person as

as they think fit, to be the sole Arbitrator for the Separation and Allotment as by this Act provided of the Joint Station; and in every Case of the Death, Resignation, or Failure to act of any Person so appointed, may from Time to Time on any such Application appoint to act in his Place such Person as the Board of Trade think fit.

Arbitrator to make Partition of Joint Station;

XXX. The Arbitrator so from Time to Time appointed shall, by Deed under his Hand and Seal, make a Separation and Allotment of all such Parts of the Joint Station, and the Works and Conveniences thereof and the Approaches thereto, other than the Passenger Station and the Common Line, as he thinks can, with due Regard to public Convenience, be held in Severalty, and shall allot such Parts as he thinks proper to the *Stour Valley* Company and the *North-western* Company, and such other Parts as he thinks proper to the *Shrewsbury and Birmingham* Company.

Subject to such Conditions as he thinks proper.

XXXI. The Arbitrator may make such Separation and Allotment by Deed as aforesaid, subject to the Payment of any Sums yearly or in gross, or partly yearly and partly in gross, and with, upon, and subject to such Exceptions, Reservations, Restrictions, Conditions, Terms, and Provisions whatsoever as he thinks fit, and shall ascertain the Amount of the Expense incurred by the Joint Committee in respect of the Parts so separated and allotted; and One Moiety of such Expense shall be paid by the Company or Companies to which such Part is allotted to the other of the said Companies; and the said Arbitrator shall also ascertain the Amount, if any, which may have been expended on the Station by either of the said Companies separately; and if any Portion of the said Station on which either of the said Companies shall have so separately expended any Money shall be allotted to the other of such Companies, the Company to whom such Portion shall be allotted shall repay the Amount so expended to the other of such Companies; and with respect to the Passenger Station, it shall be in the Power of the Arbitrator to make such Additions to or Alterations therein as shall in his Opinion be requisite for the efficient Working and joint Use of the same by both Companies, and to determine by which of the said Companies and in what Proportions the Expense of such Additions and Alterations shall be defrayed; and the said Deed shall be subject and liable to the same Stamp Duty as a Deed of Partition made between the said Companies on the like Terms and Conditions would be subject and liable to.

Portion allotted to Stour Valley and North-western Companies

XXXII. On such Allotment being made, the Part or Parts allotted to the *Stour Valley* Company and the *North-western* Company shall by this Act be vested in the *Stour Valley* Company as Part of their Undertaking, and be included in the Lease of the *Stour Valley* Railway

vested in them.

Railway to the *North-western* Company as if at the Time of making that Lease that Portion had been Part of the *Stour Valley* Railway, and shall thenceforth for ever be held and enjoyed in Severalty accordingly.

Part allotted to Shrewsbury and Birmingham Company vested in them.

XXXIII. On such Allotment being made, the Part or Parts allotted to the *Shrewsbury and Birmingham* Company shall by this Act be vested in them as Part of their Undertaking, and shall thenceforth for ever be held and enjoyed in Severalty accordingly.

Part not partitioned to remain vested in Three Companies, subject to such Regulations.

XXXIV. The Part of the said Joint Station not so separated and allotted shall remain vested in the Three Companies jointly or in common according to their respective Estates, Term, and Interest therein, but subject to the Provisions and Regulations to be made by the Joint Committee with respect to the same, and shall thenceforth be held and enjoyed accordingly.

Award of Arbitrator to be observed by all Parties.

XXXV. The Arbitrator may make One Award as to all the Matters to be determined by him, or several Awards, each as to Part of those Matters; and every Award from Time to Time made by him in the Premises shall be binding and conclusive on and shall in all respects be observed and performed by the Three Companies respectively, and may be made a Rule of any of Her Majesty's Courts of Record at *Westminster*.

Provisions of 8 & 9 Vict. c. 20. as to Settlement of Disputes to apply.

XXXVI. Subject to the Provisions of this Act, the Provisions for the Settlement of Disputes by Arbitration of the Railways Clauses Consolidation Act, 1845, shall apply to such Arbitration under this Act.

Saving Rights of all Parties, except Three Companies.

XXXVII. Provided always, That such Separation and Allotment and the Awards of the Arbitrator shall be respectively subject and without Prejudice to the Estates, Rights, Interest, Powers, and Privileges of all Parties, other than those of the said Three Companies respectively.

Saving Rights of Companies under Agreement of 10th July 1847.

XXXVIII. Provided always, That nothing herein contained shall affect or prejudice any existing Right of the said Companies, or any or either of them, under a certain Agreement, dated the Tenth Day of *July* One thousand eight hundred and forty-seven, between the *London and North-western* Railway Company of the First Part, and the *Shrewsbury and Birmingham* Railway Company of the Second Part, except so far as is expressly provided by this Act.

Provision for Appointment of addi.

XXXIX. That the Committee of Management of the Joint Station at *Wolverhampton* shall consist of the Three Directors from Time to Time

Time appointed by the *North-western* Company and the Three Directors appointed by the *Shrewsbury and Birmingham* Company, and of a Person to be appointed from Time to Time, in case of Difference between the said Companies as to such Appointment, by the Board of Trade, for a Period of Twelve Months; and such Committee shall have Power from Time to Time to make such Arrangements and Regulations with respect to the separate Occupation of the said Station for Passenger Traffic as in their Opinion will be necessary for the efficient and safe working of the said Traffic. tional Member in Wolverhampton Joint Station Committee.

XL. The special Powers conferred on the *Shrewsbury and Birmingham* Company by the *Birmingham, Wolverhampton, and Stour Valley* Railway Act, 1847, (No. 1, *Smethwick* Deviation,) to use the *Stour Valley* Railway and the Stations and Conveniences thereof, and by the *Shrewsbury and Birmingham* Railway Company's Amendment Act, 1852, to use the *New Street* Station between *Worcester Street* and *Navigation Street* in *Birmingham* of the *North-western* Company, if those special Powers respectively have not already ceased, shall cease and be void at and from the First Day of *January* One thousand eight hundred and fifty-five: Provided always, that such Cesser shall be without Prejudice to any now existing Claims and Demands with respect to such User before the passing of this Act. Powers of Shrewsbury and Birmingham Company to use Stour Valley Railway and New Street Station to cease.

And with respect to sundry Matters, be it enacted as follows:

XLI. That the *North-western* Company from Time to Time may acquire or purchase, by Agreement with the Owners of or other Persons interested therein, any Lands and Houses which they may think fit, at or near the Terminus of their Railway at *Euston Square* in the Parish of *Saint Pancras* in the County of *Middlesex*, for the Purpose of providing Hotel Accommodation there, and may erect on any Land so acquired or purchased, or on any other Land belonging to them adjoining or near the Station, One or more Hotel or Hotels, with proper Refreshment Rooms, Stabling, and other Conveniences connected therewith respectively, and may acquire or purchase by Agreement with the Owners of or other Persons interested therein any House or Houses adjoining or near to the Station now used and occupied as an Hotel or Hotels. Power to provide Hotel Accommodation at Euston Square Station.

XLII. The *North-western* Company may enter upon, take, and use, for the Purposes of providing additional Station Accommodation at or near to and of improving the Approaches to their *New Street* Station, all or any of the Lands and Houses in the Parish of *Birmingham* which are delineated on certain Plans relating thereto and described in the Books of Reference to such Plans, which on or before the Thirtieth Day of *November* One thousand eight hundred and fifty-three were deposited with the Clerk of the Peace for the County of Power to purchase certain Lands for additional Station Accommodation, &c.

of *Warwick*, and may enter upon, take, and use all or any of the Lands situate in the Parishes of *Cottingham-cum-Middleton* and *Carlton* in the Counties of *Leicester* and *Northampton*, or One of them, which are delineated on certain Plans relating to such Lands and described in the Books of Reference to such Plans which on or before the said Thirtieth Day of *November* were deposited with the Clerk of the Peace for the County of *Leicester*, and may enter upon, take, or use all or any of the Lands situate in the Parish of *Harrow* in the County of *Middlesex* which are delineated on certain Plans and described in the Books of Reference to such Plans which on or before the said Thirtieth Day of *November* were deposited with the Clerk of the Peace for the County of *Middlesex*, and may accordingly apply and appropriate all or any of such Lands to the Purposes of their Undertaking.

8 & 9 Vict. c. 18. extended.

XLIII. "The Lands Clauses Consolidation Act, 1845," shall extend to this Act for the Purposes of the last Enactment.

Deposits on future Bills not to be made out of Capital.

XLIV. The several Companies respectively shall not, out of any Money by any Act relating to them respectively authorized to be raised, pay or deposit any Sum of Money which by any Standing Order of either House of Parliament for the Time being in force may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the several Companies respectively to make any Railway or execute any other Work or Undertaking.

Railways and Companies to be subject to Provisions of 1 & 2 Vict. c. 98. 3 & 4 Vict. c. 97. 5 & 6 Vict. c. 55. 7 & 8 Vict. c. 85. 9 & 10 Vict. c. 57. 14 & 15 Vict. c. 64.

XLV. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railways;* and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops;* and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways;* and another Act was passed in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act for regulating the Gauge of Railways;* and another Act was passed in the Fourteenth and Fifteenth Years of the Reign of Her present Majesty, intituled *An Act to repeal the Act for constituting Commissioners of Railways:* Therefore this Act or anything therein shall not exempt the Railways or the several Companies respectively from the Provisions of the said several Acts respectively, but such Provisions shall be in force in respect to the Railways and the several Companies respectively so far as the same are applicable thereto.

XLVI. This

Railways, &c., not exempt from Provisions of future General Acts.

XLVI. This Act or anything therein shall not exempt the Railways of the several Companies respectively from the Provisions of any General Act relating to this Act, or of any General Act relating to Railways respectively, or to the better or 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 and Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges by the Acts relating to the several Companies respectively or any of them authorized, or of the Rates for small Parcels thereby authorized.

Expenses of Act.

XLVII. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the *North-western* Company.

The SCHEDULE referred to in the foregoing Act.

SCHEME FOR SUPERANNUATION.

1st. All the salaried Officers of the Company who join the Association shall contribute thereto annually a Sum equal to Two and a Half per Cent. upon their actual Salaries.

2d. The London and North-western Railway Company contributing annually a Sum equal to the aggregate Contribution of the subscribing Members.

3d. In future all Persons entering the Service of the Company shall, upon attaining the Age of Twenty Years, be required to join the Scheme on the above Terms; and no Officer in the Employment of the Company shall hereafter be entitled to any Superannuation or other Allowance from the Company other than that herein-after set forth.

4th. After the Expiration of Five Years from the Establishment of this Fund, and thenceforward once in every Five Years, its Condition shall be fully investigated and reported on by Two Actuaries, One to be named by the Board of Directors and the other by the contributing Members; and they shall from Time to Time propose any such Re-arrangement of the Scheme as may seem to them desirable for its better and more efficient Working; and they shall also exhibit any Deficiency which may be apparent in the Fund, which Deficiency shall be provided by a Reduction of the Benefits assured; and they shall also suggest the equitable Appropriation or Distribution of any Surplus which may in like Manner be apparent in the Funds; and in case of any Difference of Opinion between the Two so appointed Actuaries, an Umpire shall be appointed, who shall be approved by the Board of Directors, whose Decision shall be conclusive and binding.

5th. The Objects of this Association shall be to provide each contributing Member of the Railway Company's salaried Staff with a Superannuation Allowance, and with the Payment of a Sum at Death, as herein-after described.

A. In the event of Death of any contributing Member within Ten Years from the Date of his First Contribution there shall be paid to his Family or Representatives a Sum equal to the whole Amount of his own Contributions, and that of the Company on his Behalf, up to the Time of his Death.

B. In the event of Death any Time after the Expiration of Ten Years from the Date of his First Contribution, and before Superannuation takes place, there shall be paid to his Family or Representatives a Sum equal to but not exceeding One Half Year's average Salary.

C. A Superannuation Allowance according to the Scale here following to commence on any contributing Member attaining the Age of Sixty-five Years, that is to say, after having paid Contributions,—

For	10	Years,	and	not	exceeding	17	Years,	Three Twelfths	of	average	Salary for that Time.
„	17	„	„	„	24	„		Four Twelfths	„	„	„ „
„	24	„	„	„	31	„		Five Twelfths	„	„	„ „
„	31	„	„	„	38	„		Six Twelfths	„	„	„ „
„	38	„	„	„	45	„		Seven Twelfths	„	„	„ „
„	45	„	and upwards					Eight Twelfths	„	„	„ „

6th. Persons attaining the Age of Sixty-five shall not, however, be superannuatedor be entitled to any such Allowance so long as they remain in the Service of the Company.

7th. Persons under the Age of Sixty-five who shall have been contributing Members for Ten Years or upwards shall be entitled to be superannuated on the above Scale, provided they are incapacitated by Infirmity of Body or Mind (not the Result of their own Misconduct) from performing their usual Duties; and provided also, that in all such Cases satisfactory Certificates and Evidence of their actual State of Health be produced to the Committee, who, with Aid of Medical Advice, will decide on the Fitness of each Case for Relief.

8th. Superannuation Allowance granted to any Person under the Age of Sixty-five, under Rule 7, to cease if the Party shall have recovered and be again in a Situation in which an Income is earned; but every such Case shall be specially considered by the Committee of Management, and equitably dealt with.

9th. The Committee to have the Power, at the Request of the Party interested, and with the Sanction of the Board of Directors, to pay to any Person who shall have become a Recipient on the Fund a Sum in One Payment equal to Five Years annual Allowance under the Scale in lieu of all other Payments and Allowances whatsoever, and thereon such Person's Connexion with the Scheme shall cease.

10th. Persons leaving the Service of the Company in consequence of Reduction or Alterations in the Establishment to receive back the whole of their own Contributions.

11th. Persons resigning the Service of the Company of their own Accord shall receive back One Half of their own Contributions.

12th. Persons dismissed the Service of the Company for Fraud or Dishonesty shall forfeit all Contributions, and be deprived of any Benefit whatever in the Funds, at the Discretion of the Committee, with the Approval of the Board.

13th. No Person after the Formation of the Scheme to be admitted whose Age shall exceed Forty Years, except under special Arrangement with the Committee.

14th. All Allowances shall be payable quarterly, on First January, First April, First July, and the First October in every Year.

15th. All Contributions shall be deducted pro ratâ from Time to Time as the Salaries are or may become payable.

16th. All Monies constituting the Fund of this Association shall be accumulated at Interest in the Hands and under the Trust of the Company at such

Average

Average Rates of Interest as the said Company shall from Time to Time be paying or allowing on their Bonds; the Interest on the Monies accumulated to be ascertained and carried to the Credit of the Fund at the Close of each Half Year, and the Average to be ascertained from the Rates paid by the Company for the Half Year immediately preceding.

17th. The Association shall be managed by a Committee to be from Time to Time appointed; Three Members to be named by the Board of Directors, and Three Members to be named by the contributing Members.

18th. Any additional Expenses entailed on the Company in the Working and Management of the Fund shall be borne by the Monies of the Fund.

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