CHAPTER cxxxi.

An Act for conferring further powers upon the London and North-Western Railway Company in relation to their own undertaking and other undertakings in which they are interested jointly with other companies and also for conferring powers upon the Great Western Railway Company the Lancashire and Yorkshire Railway Company and other railway companies in relation to such other undertakings and for amalgamating with their undertaking the undertaking of the Cromford and High Peak Railway Company and for other purposes. A.D. 1887.

[19th July 1887.]

(New works of Company.) WHEREAS it is expedient that the London and North-Western Railway Company (in this Act called the Company) should be empowered to make the new railways and the widening of their existing railways and to make the new and alter and stop up the existing roads and footpaths and to execute the other works and exercise the other powers in this Act respectively mentioned and to acquire for the purposes of the works by this Act authorised and for the general purposes of their undertaking the lands in this Act also mentioned:

(Lancashire and Yorkshire Company and Company.) And whereas it is expedient that the Lancashire and Yorkshire Railway Company (in this Act called the Lancashire and Yorkshire Company) and the Company as owners of the undertaking of the Preston and Wyre Railway Harbour and Dock Company should be empowered to make the substituted roads at Kirkham and to execute the other works and exercise the other powers in this Act described or mentioned:

(Company and Great Western Company.) And whereas it is expedient that the Company and the Great Western Railway Company (in this Act called the Great Western Company) as owners of the Birkenhead Railway should be em-

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powered to execute the works and acquire the lands in this Act mentioned in connexion with that railway:

(Revival of powers Buxton and High Peak Railways.)

And whereas it is expedient that the powers of the Company for the compulsory purchase of lands for and for the completion of the Buxton and High Peak Junction Railways Nos. 1 and 2 authorised by the London and North-Western Railway (England and Ireland) Act 1874 as amended by the London and North-Western Railway (Joint and Various Powers) Act 1877 and the London and North-Western Railway Act 1880 should be revived and extended as in this Act provided:

(Cromford and High Peak Railway.)

And whereas under and by virtue of the Cromford and High Peak Railway (Lease) Act 1862 (in this Act referred to as the Cromford Lease Act) the undertaking (in this Act referred to as the Cromford undertaking) of the Cromford and High Peak Railway Company (in this Act referred to as the Cromford Company) is leased to the Company for a term of nine hundred and ninety-nine years at the yearly rent of four thousand pounds and it is expedient that the Cromford Company should be amalgamated with the Company upon the terms and in manner hereinafter expressed:

And whereas the capital of the Cromford Company consists of the following shares (that is to say) one thousand four and a half per centum first preference shares of twenty pounds each one thousand three and a half per centum preference shares of twenty pounds each and one hundred and twenty-seven thousand seven hundred pounds ordinary stock and the Cromford Company have also raised by the issue of debenture stocks the sums following (that is to say) by class A three per centum debenture stock thirty-one thousand nine hundred and ten pounds and by class B one and three quarter per centum debenture stock forty-six thousand nine hundred and fifteen pounds:

(Plans and sections deposited.)

And whereas plans and sections showing the respective lines and levels of the railways and other works by this Act authorised to be constructed or the powers for the construction of which are by this Act revived and plans of the lands by this Act authorised to be acquired and appropriated and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerks of the peace for the several counties within which those works will be constructed and those lands are situate which plans sections and books of reference are in this Act respectively referred to as the deposited plans sections and books of reference:

(Crewe Park.)

And whereas the town of Crewe in the county of Chester was founded by the Company in or about the year one thousand eight hundred and thirty-seven and has since that date increased in population and extent and now contains about thirty thousand inhabitants all or nearly all of whom are either directly connected with the Company or have been drawn there by the requirements of the Company's servants and works:

And whereas the said town has been recently constituted a municipal borough under the government of a mayor aldermen and burgesses (who are in this Act referred to as the Corporation of Crewe):

And whereas the Company are desirous to provide for the use by the inhabitants of the borough of Crewe of certain lands situate in the said borough belonging to the Company and being the outlying portion of lands acquired by the Company for the extension and protection of their works and for such purpose to transfer and convey the same by way of gift to the Corporation of Crewe so that such lands may be held by the said Corporation under the Public Health Acts as a public park or recreation ground for the perpetual use thereof by the public for exercise and recreation:

And whereas the conversion of such lands into a public park or recreation ground would be of public and local benefit and it is expedient that the Company should be authorised to expend such a sum as is hereinafter mentioned in laying out the same and other lands adjoining thereto for the purposes aforesaid and that the other provisions in this Act contained should be made with reference thereto:

(Superfluous lands.)

And whereas it is expedient that further powers should be conferred upon the Company in respect of their own undertaking and upon the Company and the Furness Railway Company (in this Act called the Furness Company) as joint owners of the Whitehaven Cleator and Egremont Railway and upon the North and South Western Junction Railway Company (in this Act called the North and South Western Company) or upon the Company and the Midland and North London Railway Companies as lessees of the undertaking of the North and South Western Company with respect to the sale lease or other disposal of lands acquired by them which are not or eventually may not be required for the purposes of the said undertakings respectively:

(Lands acquired by Company by agreement.)

And whereas the Company have acquired by agreement for the purpose of providing additional wharves stations sidings warehouses offices and other accommodation for or in connexion with the traffic

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on their several railways the lands described in the First Schedule to this Act and it is expedient that they should be authorised to hold the same:

(Lands acquired by Company and Great Western Company by agreement.)

And whereas the Company and the Great Western Company have acquired by agreement for the purpose of providing additional wharves stations sidings warehouses offices and other accommodation for or in connexion with their joint undertaking the lands described in the Second Schedule to this Act and it is expedient that they should be authorised to hold the same:

(Application of funds.)

And whereas it is expedient that the Company and the Lancashire and Yorkshire Company and the Great Western Company respectively should be empowered to apply their funds as by this Act authorised:

(Amendment of Acts.)

And whereas it is expedient that some of the powers and provisions of the existing Acts relating to the Company should be altered amended extended and enlarged and that such further powers should be granted to the Company as are hereinafter mentioned:

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 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 (that is to say):

Short title.

1. This Act may be cited for all purposes as the London and North-Western Railway Act 1887.

Incorporation of general Acts.

2. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act (that is to say):

The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883;

The Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) Part II. (relating to extension of time) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863; and

Part III. (relating to debenture stock) of the Companies Clauses Act 1863.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction:

The expression "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or extra-parochial places in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish or extra-parochial place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively:

The expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Power to Company to make railways &c.

4. Subject to the provisions of this Act the Company may make and maintain in the lines shown on the deposited plans and according to the levels shown on the deposited sections the new railways and the widening of (in which expression in this Act are included the alteration and improvement of and the laying down of additional lines of rails upon) the portion of railway hereinafter described with all proper stations sidings roads approaches works and conveniences connected therewith respectively and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating to the said new railways and widening as may be required for the purposes thereof:

The new railways and widening of railway hereinbefore referred to and authorised by this Act to be made by the Company are—

(Bamfurlong Junction Railways.)

Three railways to be called the Bamfurlong Junction Railways to be situate wholly in the township of Ince-in-Makerfield in the parish of Wigan in the county of Lancaster (that is to say):

(1.) Railway No. 1 six furlongs nine chains and seventy links in length commencing by a junction with the North Union Railway at or near the bridge carrying that railway over the Wigan and Leigh Canal and terminating by a junction with the Company's Eccles Tyldesley and Wigan Railway;

(2.) Railway No. 2 two furlongs and six chains in length commencing by a junction with Railway No. 1 and terminating by a junction with the Company's Platt Bridge Junction Railway;

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(3.) Railway No. 3 three furlongs seven chains and thirty links in length commencing by a junction with Railway No. 1 and terminating by a junction with the North Union Railway:

(Morecambe South Junction Railway.)

A railway to be called the Morecambe South Junction Railway five furlongs four chains and ten links in length commencing in the township of Slyne-with-Hest in the parish of Bolton-le-Sands in the county of Lancaster by a junction with the Company's Lancaster and Carlisle Railway and terminating in the township of Skerton (detached) in the parish of Lancaster in the same county by a junction with the Morecambe branch:

(Widening Lancashire Union Railway.)

The widening in the townships of Windle and Parr in the parish of Prescot and in the township of Ashton-in-Makerfield in the parish of Winwick and in the township of Ince-in-Makerfield in the parish of Wigan all in the county of Lancaster of so much of the Company's Lancashire Union Railway as extends from a point one hundred and fifty yards or thereabouts south-west of the junction therewith of the Blackbrook Branch Extension Railway known as the Carr Mill Junction to the junction on the said Lancashire Union Railway known as the Ince Moss Junction.

Tolls &c. for new railways &c.

5. With respect to tolls rates and charges and for all other purposes whatever the Bamfurlong Junction Railways shall be part of the Company's railway and the Morecambe South Junction Railway and the widening of the Company's Lancashire Union Railway and the works connected therewith shall be part of that railway and the Company may demand tolls rates and charges in respect of the same accordingly not exceeding the following (that is to say):

In respect of the Bamfurlong Junction Railways the tolls rates and charges authorised by the Act (local and personal) ninth and tenth Victoria chapter two hundred and four entitled "An Act to consolidate the London and Birmingham Grand "Junction and Manchester and Birmingham Railway Com-"panies":

In respect of the Morecambe South Junction the tolls rates and charges authorised by the Act (local and personal) seventh Victoria chapter thirty-seven entitled "An Act for making a "railway from the Lancaster and Preston Junction Railway at "Lancaster to or near to the city of Carlisle" and the Act (local and personal) eighth and ninth Victoria chapter eighty-three entitled "An Act to enable the Lancaster and Carlisle "Railway Company to alter the line of such railway and to

"make a branch therefrom and for other purposes relative thereto":

In respect of the widening the tolls rates and charges authorised by the Lancashire Union Railways Act 1864:

And in respect of all the said railways and widening the tolls rates and charges authorised by the London and North-Western Railway (Additional Powers) Act 1872 the London and North-Western Railway (New Lines and Additional Powers) Act 1876 and the London and North-Western Railway (Joint and Various Powers) Act 1877.

Lands for extraordinary purposes of Company.

6. The quantity of land to be taken by the Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed six acres.

For the protection of the Ashton-in-Makerfield Local Board.

7. In executing the widening of the Lancashire Union Railway by this Act authorised and the works connected therewith the following provisions for the protection of the local board of Ashton-in-Makerfield (in this section referred to as the local board) shall unless otherwise agreed between the Company and the local board be observed and have effect:

(1.) The existing bridge carrrying the road known as Arch Lane numbered on the deposited plans 32 in the parish of Winwick over the railway shall be widened and the extension of the said bridge shall be constructed so that the roadway over both the existing bridge and the extension shall be of not less width than thirty feet between the parapets and the gradients of the approaches to the extended bridge shall not be steeper than one in forty:

(2.) The existing bridge carrying the road known as Garswood Road or Seneley Green Road and numbered on the deposited plans 37 in the said parish over the railway shall be widened and the extension of the said bridge shall be constructed so that the roadway over both the existing bridge and the extension shall be of not less width than thirty-six feet between the parapets and the gradients of the approaches to the extended bridge shall not be steeper than one in thirty-two:

(3.) In carrying the widened railway over the road known as Strange Lane numbered on the deposited plans 40 in the said parish the Company shall construct the new or widened portion of such bridge with one span of not less than thirty-six feet and if in widening the said railway the Company shall reconstruct the existing bridge over the said road it shall be reconstructed with the same span:

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(4.) The existing bridge carrying the road known as Spindle Hillock numbered on the deposited plans 43 in the said parish over the railway shall be widened and the extension of the said bridge shall be constructed so that the roadway over both the existing bridge and the extension shall be of not less width than thirty-six feet between the parapets:

(5.) The Company shall construct a footbridge for the purpose of carrying over the widened railway the public footpath which crosses the existing railway on the level in the field numbered on the deposited plans 46 in the said parish:

(6.) The extension of the bridge carrying the road known as Wigan Road numbered on the deposited plans 55 in the said parish over the railway shall be constructed so that the roadway over the same shall be of not less width between the parapets than the roadway over the existing bridge:

(7.) The existing bridge carrying the road known as Brynn Road numbered on the deposited plans 58 in the said parish over the railway shall be widened and the extension of the said bridge shall be constructed so that the roadway over both the existing bridge and the extension shall be of not less width between the parapets than thirty-six feet:

(8.) The Company shall at their own expense make good all damage which may be caused to any existing sewers or pipes of the local board by reason of the execution of the works by this Act authorised:

(9.) Any difference which may arise between the Company and the local board 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 at the request of either party by an engineer to be appointed by the president for the time being of the Institution of Civil Engineers.

Provisions for the Leeds and Liverpool Canal Company.

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

(A.) In constructing the widening of the Lancashire Union Railway across the canal towing-path works and lands of the Leeds and Liverpool Canal Company the Company shall not otherwise than by agreement with the Leeds and Liverpool Canal Company deviate from the levels or mode of construction shown on the deposited sections;

(B.) The Company shall not otherwise than by agreement purchase or take any land of the Leeds and Liverpool Canal Company

but the Company may purchase and take and the Leeds and Liverpool Canal Company may and shall sell and grant accordingly an easement or right of using the land required for the construction of such widening (with not more than two lines of rail);

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

(d.) The said widening shall be carried over the canal and towing-path of the Leeds and Liverpool Canal Company and any approaches thereto by means of a good and substantial bridge of brick stone wood or iron to be constructed by the Company at their own expense;

(e.) The bridge shall be constructed with perpendicular foundation walls and with only one opening or span over the entire width of the canal and towing-path and the clear height of the underside of the arch or (as the case may be) beams or girders of the bridge above the top water level of the canal shall throughout the whole breadth of the span be not less than eleven feet;

(f.) The space between the piers of the bridge (except so much thereof as the towing-path will occupy) shall at all times after the completion of the bridge (except during necessary repairs or reconstruction) be left and preserved an open and uninterrupted navigable waterway;

(g.) The Company shall at their own expense maintain the bridge and the works thereof of the height and width and so constructed as aforesaid and in perfect repair at all times unless they abandon the railway or the portion thereof which crosses the canal and in either of those cases they shall (if required so to do by the Leeds and Liverpool Canal Company but not otherwise) remove the said bridge and works at the expense of the Company;

(h.) If and whenever the height of the bridge or works shall by subsidence of the ground be lowered below the height hereinbefore prescribed the Company shall at their own expense restore the same to that height as soon as reasonably may be;

(i.) The Company shall make good all damage that may be occasioned to the works or property of the Leeds and Liverpool Canal Company by the construction renewal or want of repair

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of any of the Company's works or by any subsidence of such works; but

(1.) In every case of pressing necessity; and

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

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

(K.) If and whenever by any act or omission of the Company any part of the canal or towing-path shall be obstructed or rendered dangerous to boats barges or other vessels navigating or using the canal the Company shall pay to the Leeds and Liverpool Canal Company as or by way of ascertained damages the sum of two hundred pounds for every day during which the obstruction or danger shall continue and so in proportion for any less time than a day;

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

(M.) If and whenever any damages or other sums payable by the Company to the Leeds and Liverpool Canal Company or any such owner as aforesaid are not paid on demand made on the secretary or clerk of the Company the same may together with costs of suit be recovered against the Company in any court of competent jurisdiction;

(N.) All questions and differences which may at any time arise between the Company and the Leeds and Liverpool Canal Company as to the construction or effect of sub-sections A, B, C, D, or E of this section or the performance observance non-performance or non-observance of any of the provisions thereof or any matters connected therewith or consequent

thereon shall be determined by an arbitrator to be appointed by the Company and the Leeds and Liverpool Canal Company or (if for fourteen days after the question or difference arises those two companies do not agree upon an arbitrator) by the Board of Trade upon the application in writing of both or either of those companies and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference and the costs of the arbitration shall be in his discretion;

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

As to a certain road at Prescot.

9. In lieu of the existing level crossing by the Lancashire Union Railway of the road numbered on the deposited plans 5 in the parish of Prescot the Company shall carry the said road at their option either over or under the said railway as widened under the authority of this Act by a bridge of the width between the parapet walls or abutments as the case may be of twenty-five feet and with approach roads thereto of a width between the fences of thirty feet and with inclinations not steeper than one in twenty and the roadway over or under the bridge and the approaches shall be covered to the depth of one foot with stones broken small and the parapet walls of the bridge if the road is carried over the railway shall be six feet high above the surface of the roadway adjoining the same.

Period for completion of railways.

10. If the Bamfurlong Junction Railways and the Morecambe South Junction Railway by this Act authorised to be made by the Company are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing any of the said railways or works then not completed or otherwise in relation thereto shall cease to be exercised except as to so much thereof respectively as is then completed.

Imposing penalty unless railways opened.

11. If the Company fail within the period limited by this Act to complete any of the said railways or works the Company shall be liable to a penalty of fifty pounds for every day after the expiration of the period so limited until the uncompleted railway or railways work or works is or are completed and opened for public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway or railways work or works in respect of which the penalty has been incurred:

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The said penalty may be applied for by any landowner or other person claiming to be compensated in reference to the railway or railways work or works in respect of which the penalty has been incurred in accordance with the provisions of the next following section of this Act or by the Solicitor to Her Majesty's Treasury and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854:

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided:

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the uncompleted railway or railways work or works by unforeseen accident or circumstances beyond their control Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty for non-completion of railways.

12. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or railways work or works in respect of which the penalty has been incurred or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company by this Act of taking property for the purposes of such railway or railways work or works and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court of Justice in England may seem fit:

If no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such

manner as the said court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Abandonment of part of authorised railway from Golborne to Springs Branch Junction.

13. The Company shall abandon the construction of so much of the railway from Golborne to Springs Branch Junction authorised by the London and North-Western Railway (New Railways) Act 1883 as lies between the north side of the Wigan and Leigh Canal and the authorised termination of the said railway.

Abandonment not to affect right to compensation for damage to land by entry &c. for purposes of work abandoned.

14. The abandonment by the Company under the authority of this Act of the portion of railway mentioned in the last preceding section shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the London and North-Western Railway (New Railways) Act 1883.

Revival of powers for compulsory purchase of lands for Buxton and High Peak Junction Railways.

15. The powers conferred upon the Company by the London and North-Western Railway (England and Ireland) Act 1874 as amended by the London and North-Western Railway (Joint and Various Powers) Act 1877 and the London and North-Western Railway Act 1880 for the compulsory purchase of lands for the Buxton and High Peak Junction Railways numbers 1 and 2 by the first mentioned Act authorised are hereby revived and extended and shall continue in force and may be exercised until but not after the expiration of three years from the passing of this Act.

Revival of powers for construction of Buxton and High Peak Junction Railways Nos. 1 and 2.

16. The powers granted by the London and North-Western Railway (England and Ireland) Act 1874 as amended by the London and North-Western Railway (Joint and Various Powers) Act 1877 and the London and North-Western Railway Act 1880 for the construction of the Buxton and High Peak Junction Railways Nos. 1

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and 2 by the first mentioned Act authorised are hereby revived and continued for the period of five years from the passing of this Act and may subject to the provisions of the said Acts be exercised by the Company for that period as fully and effectually as if that period had been the period prescribed by the first mentioned Act for the exercise thereof and section 19 of the said Act of 1874 shall be read and construed accordingly:

If the Buxton and High Peak Junction Railways Nos. 1 and 2 be not completed within the said period of five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise relating thereto shall cease to be exercised except as to so much thereof as shall then be completed.

For protection of Midland Railway Company and Buxton Local Board.

17. The provisions of sections 11 and 12 of the London and North-Western Railway (England and Ireland) Act 1874 for the protection of the Midland Railway Company and the Buxton Local Board respectively in relation to the construction of the said Buxton and High Peak Junction Railway No. 1 shall remain in force and have full effect as if the same had been expressly re-enacted in this Act.

Abandonment of portion of Cromford and High Peak Railway.

18. So soon as the said Buxton and High Peak Junction Railways Nos. 1 and 2 are completed and opened for public traffic the Company may and shall abandon for the purposes of public traffic and discontinue the maintenance and use in whole or in part of so much of the Cromford and High Peak Railway as extends from the junction therewith of the authorised Buxton and High Peak Junction Railway No. 1 to the bottom of the Shallcross Incline as the said portion of railway has been from time to time deviated and now exists under the authority of Parliament and the Company may retain and use the same for sidings or other purposes of their undertaking or otherwise deal with or dispose thereof in such manner and on and subject to such terms and conditions as they may think proper.

Power to Company to make new roads and other works.

19. Subject to the provisions of this Act the Company may in the lines and according to the levels shown on the deposited plans and sections execute the works make the new roads and deviations or alterations of roads and the other works hereinafter described and may in the lines shown on the deposited plans make the new footpaths and alterations of footpaths hereinafter described with all proper works and conveniences connected therewith respectively and may exercise the other powers hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited

plans and described in the deposited books of reference as may be required for those purposes (that is to say):

(Broad Street.)

(1.) They may in the parish of Saint Botolph Without Bishopsgate in the city of London in the county of Middlesex

Stop up and discontinue and appropriate to the purposes of their undertaking so much of the carriage-way of the street on the east side of the Broad Street Station leading from Liverpool Street to their goods yard as extends for a distance of fourteen yards or thereabouts in a southerly direction from the entrance gates of the said goods yard and is shown upon the deposited plans as intended to be stopped up Provided always that no part of such carriage-way shall be stopped up or appropriated without the previous consent in writing of the Commissioners of Sewers of the city of London and the liberties thereof:

(Watford footpaths.)

(2.) They may in the parish of Watford in the county of Hertford

Stop up and discontinue the footpath which extends from Loates Lane to the footpath which crosses on the level their Rickmansworth branch railway at the south end of Derby Road and they may also stop up and discontinue so much of the said last-mentioned footpath as crosses the said Rickmansworth branch railway on the level and carry it over that railway by means of a footbridge:

(Works at Aylesbury.)

(3.) They may in the parish of Aylesbury in the county of Buckingham

(1) Lay down and maintain two new lines of rails across and on the level of Dropshort Road in lieu of the existing rails of their Aylesbury branch which now cross that road on the level such new lines to be situate immediately to the southward of the existing level crossing and abandon and discontinue the use of such existing level crossing and alter and divert so much of the road called Stoke Lake as extends for a distance of one hundred yards or thereabouts in an easterly direction from Dropshort Road and alter the levels of Dropshort Road for a distance of thirty-five yards or thereabouts south of the said level crossing:

(2) Make a new footpath commencing from and out of Dropshort Road at a point thereon one hundred and twenty yards or thereabouts south-east of the level crossing of that road by the said Aylesbury branch and terminating at a point on the road called the New Road one hundred and fifteen yards or thereabouts south-east of the

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junction of Station Street with the said New Road and stop up and extinguish all rights of way over the existing footpaths and ways between Station Street and Dropshort Road:

(Bridges Stour Valley Railway Soho to Harborne Junction.)

(4.) They may in the parish of Birmingham in the county of Warwick

(1) Make an additional archway or opening under Dudley Road on the east side of and adjoining the existing archway by which that road is carried over their Stour Valley Railway:

(2) Make an additional archway or opening under Winson Green Road on the north side of and adjoining the existing archway by which that road is carried over the said Stour Valley Railway:

(3) Extend for a distance of twenty yards in a westerly direction the bridge which carries the said Stour Valley Railway over the Birmingham Canal and which is situate three hundred and fifty yards or thereabouts north-west of the Winson Green Station:

(Blaby footpath.)

(5.) They may in the parish of Blaby in the county of Leicester

Stop up and discontinue so much of the existing footpath which crosses on the level their South Leicestershire Railway near the west end of Blaby Station as lies between the north side of the said railway and the junction of the said footpath with the public road from Leicester to Blaby and in lieu thereof make a new footpath along the north side of the said railway from the said level crossing to the said public road:

(Handsworth footpaths.)

(6.) They may in the parish of Handsworth in the county of Stafford

(1) Make a new footpath commencing by a junction with Crick Lane at a point nearly opposite the new road called Holly Road and terminating by a junction with the footpath leading from Crick Lane to Grove Lane at a point one hundred yards or thereabouts in a south-westerly direction from the crossing of that footpath by their Soho Handsworth and Perry Bar Junction Railway now in course of construction and stop up and discontinue so much of the said footpath as lies between the termination of the said new footpath and Crick Lane:

(2) Alter and divert so much of the footpath leading from Grove Lane to Church Hill Hampstead Road as extends for a distance of one hundred and ten yards or thereabouts

in a north-easterly direction from the west side of the crossing of the said footpath by the said railway and carry the said footpath over the said railway by means of a footbridge:

(Allerton footpaths.)

(7.) They may in the townships of Garston and Allerton in the parish of Childwall in the county of Lancaster

Make a new footpath commencing by a junction with the footpath which crosses on the level their Allerton and Garston Loop at Dutch Farm at a point on such footpath immediately west of such level crossing and terminating by a junction with the footpath which crosses on the level their Edgehill and Garston Railway two hundred and fifty yards or thereabouts south-east of the junction with that railway of the said Allerton and Garston Loop at a point on such last-mentioned footpath one hundred and twenty yards or thereabouts north of the last-mentioned level crossing:

And after the footbridge next hereinafter mentioned or subway as the case may be shall have been made and completed and opened to the public but not before stop up and discontinue the portions of the said two footpaths lying between the commencement and termination of the said new footpath:

The said new footpath shall be carried over the said Allerton and Garston Loop and the said Edgehill and Garston Railway by means of a footbridge constructed with all proper guards and approaches for the protection and convenience of the public using the same Provided always that the Company may with the consent of the Allerton Local Board but not otherwise carry the said footpath under the said railways by means of a subway:

So much of sub-section 10 of section 14 of the London and North-Western Railway Act 1884 as relates to the construction of a footbridge shall be and the same is hereby repealed:

(Chowbent footpath.)

(8.) They may in the township of Atherton in the parish of Leigh in the county of Lancaster

Alter and divert so much of the footpath which now crosses on the level their Eccles Tyldesley and Wigan Railway at the junction of Chanter's siding therewith as extends for the respective distances of seventy-five yards or thereabouts east and fifteen yards or thereabouts west of the southern

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boundary of their property and carry the said footpath over the said railway and siding by means of a footbridge:

(Chequer-bent foot-path.)

(9.) They may in the townships of Over Hulton West Houghton and Rumworth in the parish of Dean in the county of Lancaster

Stop up and discontinue the portion hereinafter described of the footpath which now passes along the south-east side of and crosses on the level their Bolton and Kenyon Railway near the Hulton Colliery and leads thence in a northerly direction to and joins the public road from West Houghton to Bolton near Hunger Hill that is to say so much thereof as lies between the occupation road bridge under the said railway three hundred and fifty yards or thereabouts south-west of the said Hulton Colliery and the said public road and in lieu thereof make a new footpath from the south side of the said bridge along the existing private or occupation road to the said public road:

(Golcar roads.)

(10.) They may in the township of Golcar in the parish of Huddersfield in the West Riding of the county of York make the following new roads (that is to say):

(1.) A new road No. 1 commencing by a junction with the public road which passes under the Golcar Viaduct on their Huddersfield and Manchester Railway at a point seventy yards or thereabouts measured along that road in a northerly direction from the said viaduct and terminating by a junction with the public road at the north-east end of Golcar Station at a point sixty yards or thereabouts north of the bridge carrying that road over the said railway:

(2.) A new road No. 2 commencing by a junction with the new road No. 1 at a point thirty yards or thereabouts north-west of the said viaduct and terminating by a junction with the said road under the viaduct at a point fifty yards or thereabouts measured along that road in an easterly direction from the said viaduct:

(3.) A new road No. 3 commencing by a junction with the public road along the south side of the said railway between the said viaduct and the said bridge at a point one hundred yards or thereabouts measured along the said road in an easterly direction from the said viaduct and terminating by a junction with the said road at the north-east end of Golcar Station at a point twenty yards or thereabouts south-east of the said bridge:

(4.) A new road No. 4 commencing by a junction with the said road under the viaduct at a point two hundred and ninety yards or thereabouts measured along that road from the said viaduct towards Golcar thence passing over the said railway and terminating by a junction with the said road at the north-east end of Golcar Station at the termination of the new road No. 3 as hereinbefore described:

And they may stop up and discontinue

(1.) So much of the said road under the viaduct as lies between the commencement of the new road No. 1 and the termination of the new road No. 2:

(2.) So much of the said road along the south side of the railway as lies between the commencement of the new road No. 3 and the said road at the north-east end of Golcar Station: and

(3.) So much of the last-mentioned road as lies between the respective terminations of the new roads Nos. 1 and 3.

Power to Company to acquire additional lands &c.

20. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may from time to time enter upon take use and appropriate for the purpose of extending their stations sidings warehouses coal wharfs depôts and other accommodation for mineral goods and cattle traffic and for other purposes connected with their undertaking the lands houses and buildings hereinafter described or referred to delineated on the deposited plans and described in the deposited books of reference and may in connexion with such use and appropriation execute the works and exercise the powers hereinafter mentioned (that is to say):

In the county of Middlesex

(Lands at Saint John Hampstead.)

Certain lands in the parish of Saint John Hampstead lying on the north side of and adjoining the Company's main line of railway and extending from and including the house and premises numbered 69 in Adelaide Road to the bridge over the said railway at Chalk Farm Station:

(Lands at Euston Hampstead Road.)

Certain lands in the parish of Saint Pancras lying on the south-west side of and adjoining the Company's main line of railway and extending from the Hampstead Road to the north-west end of Serpentine Road with power to make additional archways or openings under the Hampstead Road and Granby Street respectively on the south-west side of and adjoining the existing archways by which

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the said road and street respectively are now carried over the said railway:

In the county of Surrey

(Lands at Knight's Hill.)

Certain lands in the parish of Streatham (detached) lying on the south-east side of and adjoining the South London line of the London Brighton and South Coast Railway and on both sides of and adjoining Rosendale Road and near the north end of the Knight's Hill tunnel on the said railway with power to construct over Rosendale Road a new bridge on the south-east side of and near to or adjoining the existing bridge carrying the said railway over the said road:

In the county of Hertford

(Lands at Watford.)

Certain lands in the parish of Watford lying on the south-east side of and adjoining the Company's Watford and Saint Albans Railway and near to and north-east of the Watford Station:

In the county of Warwick

(Lands at Harborne Junction.)

Certain lands in the parish of Birmingham lying on the north-east side of and adjoining the Company's Stour Valley Railway at and near the junction therewith of the Harborne Railway:

(Lands at Saltley Road Birmingham.)

Certain lands in the parish of Aston-juxta-Birmingham lying on the west side of and adjoining the Company's Grand Junction Railway south of and adjoining Saltley Road:

In the county of Chester

(Lands at Prestbury.)

Certain lands in the township of Butley in the parish of Prestbury lying on the west side of and adjoining the Company's Macclesfield Branch Railway and south of and near to the Prestbury Station:

In the county of Lancaster

(Lands at Ordsall Lane.)

Certain lands in the township of Salford in the parish of Manchester lying between Ordsall Lane and Wilburn Street with power to stop up and discontinue so much of Ordsall Lane as lies between its northern junction with Wilburn Street and West Fleet Street:

(Lands at Cross Lane and Arching.)

Certain lands in the township of Salford in the parish of Manchester lying on the north side of and adjoining the Company's Liverpool and Manchester Railway between Cross Lane and Windsor Street Salford with power to stop up and discontinue Wilton Street and so much of Myles Street as lies south of Jo Street and with power to

make additional archways or openings under Cross Lane and the east end of Hodge Lane on the north side of and adjoining the existing archway by which Cross Lane is carried over the said Liverpool and Manchester Railway:

(Lands at Broad Green.)

Certain lands in the township of West Derby in the parish of Walton-on-the-Hill lying on the north side of and adjoining the Company's Liverpool and Manchester Railway at Broad Green Station with power to stop up and discontinue the portion of Thomas Lane adjoining the said lands and extending for a distance of twenty-two yards or thereabouts north of the said railway.

For protection of the Great Eastern Railway Company.

21. The Company shall not erect upon the portion of the street in the parish of Saint Botolph Without Bishopsgate in the city of London which they are by this Act authorised to stop up and appropriate any building which shall obstruct the access of light and air to any building which the Great Eastern Railway Company may have within ten years of the passing of this Act erected on or over the site of their road immediately opposite to the said portion of street and until the expiration of the said period of ten years the Company shall not without the consent of the Great Eastern Railway Company in writing under seal erect on the said portion of street any building of a greater height than fifteen feet.

For protection of the Gas Light and Coke Company.

22. Whereas in the execution of the works by this Act authorised the mains pipes syphons and other works belonging to the Gas Light and Coke Company in this section referred to as the Gas Company may be intersected or otherwise interfered with and it is expedient that the Gas Company should have full control over the execution of all works in any way affecting the supply by them of gas so as effectually to provide against the supply thereof being impeded Therefore the following provisions shall have effect for the protection of the Gas Company (that is to say):

(1.) All works matters or things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the Gas Company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the direction of and in such manner as shall be reasonably required by the engineer for the time being of the Gas Company and such works matters or other things shall not be commenced until after fourteen days previous notice thereof in writing shall have been given to the Gas Company and the

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Company shall not lay down any such mains pipes syphons or other works contrary to the regulations of any Act of Parliament relating to the Gas Company Provided always that if the Gas Company shall elect themselves to execute any portion of the works matters and things which the Company may by this Act be empowered or required to do or exercise with reference to or affecting the mains pipes syphons apparatus or other works of the Gas Company and of such their election shall give seven days notice in writing to the Company by leaving the same at their head office in London the Gas Company may themselves execute that portion of the said works matters and things and the reasonable expense of and incident to the executing the same shall be repaid by the Company to the Gas Company on demand and such expense may be recovered from the Company in any court of competent jurisdiction :

(2.) When the Company for any of the purposes of this Act take any of the mains pipes syphons and other apparatus belonging to the Gas Company in any streets highways roads footpaths lanes courts passages and other places within the limits shown on the deposited plans which are now used by the Gas Company for supplying gas to the streets highways roads footpaths lanes courts passages and other places as aforesaid they shall pay to the Gas Company the value of such mains pipes syphons and other apparatus and the same shall thereupon become the property of the Company and the Company shall also pay to the Gas Company their reasonable charges of removing or altering any of the mains pipes syphons or other apparatus in immediate communication therewith which the works of the Company shall render useless or which shall require to be altered :

(3.) If any interruption whatsoever in the supply of gas by the Gas Company or any loss of gas shall be in any way occasioned or sustained by the Gas Company by reason of any act or omission of the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the Gas Company for such interruption for the use and benefit of the Gas Company the sum of five pounds for every hour during which such interruption shall continue and in addition shall pay to the Gas Company the value of the gas so lost such sum or sums of money to be recovered by the Gas Company in any court of competent jurisdiction If the

Company shall find it necessary to undermine but not otherwise alter the position of any main pipe syphon or other works belonging to the Gas Company they shall temporarily support the same in its position during the execution of their works and on their completion shall provide a good and suitable foundation for every main pipe syphon or other work so undermined:

(4.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Gas Company all costs losses damages and expenses which may be occasioned to the Gas Company or to any of their mains pipes syphons apparatus property works and conveniences by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the Gas Company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission:

(5.) Any difference arising between the Company and the Gas Company respecting any of the matters referred to in this enactment shall be settled at the request of either party by an engineer to be appointed by the president for the time being of the Institution of Civil Engineers.

For protection of sewers in the Metropolis.

23. Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the Metropolitan Board of Works or of any vestry or district board of works constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or with any sewers or works to be made or executed by the said boards or vestries or any of them or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control the Company shall not commence such works until they shall have given to the said Metropolitan Board or to the district board or vestry as the case may be twenty-one days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such board or vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such board or vestry respectively shall have signified their approval of the same unless

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such board or vestry as the case may be do not signify their approval disapproval or other directions within twenty-one days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the said Metropolitan Board and of the respective district board or vestry as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as such boards or vestries respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works hereinbefore referred to by reason of the said intended works or any part thereof and shall save harmless the said boards and vestries respectively against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the said Metropolitan Board district board or vestry as the case may be at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the said Metropolitan Board or any district board or vestry may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to such board or vestry by the Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the said Metropolitan Board district board or vestry as the case may be respectively as any sewers or works now or hereafter may be And nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the said respective boards or vestries or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

Bridges under roads in the Metropolis.

24.—(1.) In making the archways or openings under Hampstead Road and Granby Street within the Metropolis the Company shall not lessen the present clear width of such road or street including the footways and shall erect on either side of the road to the full extent of the widening a close screen or fence not less than six feet in height.

(Plans, &c. of bridges to be submitted to the

(2.) The Company shall not execute or commence the erection of the bridges for carrying Hampstead Road and Granby Street over the widened railway until they shall have given to the Metropolitan

Board of Works twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office of the said Board with plans sections and such other particulars as shall enable the Board to ascertain the strength of the proposed bridges and until that Board shall have signified their reasonable approval of the same unless that Board fail to signify such approval or their disapproval or other direction within twenty-one days after service of the said notice and delivery of the said plans sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said Board in the execution and subsequent maintenance of every such bridge and the works connected therewith and shall save harmless the said Board against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the said Board at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said Board may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or sections superintendence or otherwise shall be paid to the said Board by the Company on demand.

Metropolitan Board.)

(3.) The Company shall not affix or exhibit or permit to be affixed or exhibited upon the parapets of the said bridges any placards or advertisements except such as relate to the business of the Company.

25. The Company shall from time to time pay to the vestry of the parish of St. Pancras all rates leviable by or payable to them 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 or liable to be 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 the rate made on the thirteenth day of April one thousand eight hundred and eighty-seven notwithstanding that the buildings thereon or forming part thereof may have been taken down.

Local rates in St. Pancras to be made good.

26. In constructing the additional archways or openings under the Hampstead Road the following provisions for the protection of the London Street Tramways Company (in this section called the Tramway Company) shall apply to and be obligatory upon the Company :

For the protection of the London Street Tramways Company.

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(1.) If the Company remove or interfere with the tramways of the Tramway Company the Company shall at all times during such construction provide that there shall be open for the traffic of the Tramway Company one continuous line of tramway along that portion of the roadway immediately over the said archways or openings and shall for that purpose make all necessary crossing places curves switches and junctions and shall as soon as reasonably may be restore the double line of tramway to the state in which it shall have been immediately prior to such interference or removal:

(2.) All works in any way affecting the said tramways or the portion of the road on which such tramways are laid shall be executed by and at the expense of the Company under the superintendence and to the reasonable satisfaction of the engineer or other officer of the Tramway Company appointed for that purpose and seven days previous notice in writing of the intention of the Company to commence any such works shall be given to the Tramway Company:

(3.) If by reason of the construction or maintenance of the said archways or openings or of the insufficiency of or the bad state of repair of any such works or of any act or omission of the Company their agents or servants the said tramways or that part of the Hampstead Road which the Tramway Company are liable to repair shall be damaged or injured or the said tramways shall require reconstruction or relaying or the said part of the Hampstead Road shall require repairing the Company shall on demand repay to the Tramway Company all reasonable costs and expenses to which they may be put in repairing the said damage or injury or in such reconstruction or relaying or repairing and shall indemnify the Tramway Company against any penalty damages or other expenses to which they may become liable by reason of the said part of the Hampstead Road or the tramways therein being out of repair:

(4.) If any difference shall arise between the Company and the Tramway Company under the provisions of this section the same shall be referred to and determined by an engineer to be agreed on between the parties or (if they cannot agree) to be appointed on the application of either of them by the president for the time being of the Institution of Civil Engineers and the award of such engineer shall be final and binding on both parties and the costs of the said arbitration shall be in the discretion of the arbitrator;

(5.) Nothing in this section contained shall in any way prejudice or affect any right to compensation to which the Tramway Company may be entitled under this Act and the Acts incorporated therewith.

As to bridge over Rosendale Road.

27. The bridge and works constructed under the powers of this Act over Rosendale Road in the parish of Streatham (detached) shall be constructed similar in design dimensions and materials in every respect to the nearest existing railway bridge over such road and such bridge and works shall be made and maintained by the Company so as to prevent as far as is reasonably practicable the dripping of water therefrom on any part of the road street or footway and so as to deaden as far as is reasonably practicable the sound of engines carriages and traffic passing over such bridge The width of the bridge shall not exceed thirty feet and an open space of not less than seven hundred square feet shall be left between such bridge and the nearest existing railway bridge over Rosendale Road and if and when gas mains shall have been laid along the Rosendale Road either from the north or from the south up to the proposed bridge and the board of works for the Wandsworth district shall have lighted with gas the part of the said road along which such gas mains shall have been laid the Company shall provide fix and maintain to the reasonable satisfaction of the said board two lamps under the said bridge to be lighted at the cost of the Company during the same hours as the other lamps in the said district are lighted No advertisements shall be affixed to or exhibited on any portion of the said bridge or the abutments thereof.

For the protection of the Corporation of Liverpool.

28. In constructing and maintaining the works by this Act authorised and in exercising any of the powers by this Act conferred upon the Company the Company shall observe perform and fulfil the following provisions stipulations and conditions namely:

In constructing and maintaining the widening of the Lancashire Union Railway by this Act authorised the Company shall observe and perform all the provisions of section 16 of the Lancashire Union Railways Act 1865 and that section shall apply to the works hereby authorised as if the same formed part of the works authorised by that Act:

Whenever the mains or water pipes of the Corporation shall be severed or interfered with by the works authorised by this Act and whenever in consequence of such works it is necessary for maintaining the supply of water to lay additional mains or water pipes they shall be laid by the Corporation at the expense of the Company:

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If by reason of the execution of any of the powers of this Act any increased length of mains or water pipes shall become necessary the same shall be laid down by the Corporation at the expense of the Company:

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

For protection of Corporation of Birmingham.

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

(1.) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall subject to the provisions of this Act extend and apply to the water and gas mains pipes and apparatus of the Corporation and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the Corporation and the word "street" in this section shall have the same meaning as that assigned to it by the Public Health Act 1875:

(2.) 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 three 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.) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall well and sufficiently and to the satisfaction of the Corporation restore the surface of the street so interfered with or disturbed

and shall keep the same in efficient repair for one year from such restoration:

(4.) Whenever it may be necessary to intercept or interfere with any existing sewer or drain the Company shall before intercepting or interfering with such existing sewer or drain construct according to a plan to be reasonably approved of by the Corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with and in such manner as shall be reasonably approved by the Corporation:

(5.) Wherever the water or gas 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 wherever it is necessary for maintaining the supply of water or gas to lay additional mains or pipes such additional mains or pipes shall previous to the severance or interference be laid by the Corporation at the expense of the Company:

(6.) 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 pipe or apparatus the Company shall repay to the Corporation such additional cost:

(7.) If by reason of the execution of any of the powers of this Act any increased length of sewers drains gas or water mains or pipes or any additional apparatus shall become necessary the same shall be forthwith constructed and laid by the Company according to such plan and section and in such reasonable manner as shall be approved by the Corporation:

(8.) The additional archways or openings under Dudley Road and Winson Green Road by this Act authorised shall be so constructed as to carry such roads over the railway and lands of the Company to the full width (between the parapets) and in a line with such roads respectively and proper provision shall be made to the satisfaction of the Corporation for carrying on such arches any existing sewers or drains gas or water mains pipes and apparatus of the Corporation so as to admit of easy access thereto for the purpose of cleansing alteration repair or renewal:

(9.) The Company shall construct and maintain on each side and for the full length of every additional archway for carrying any

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street over the railway or lands of the Company a substantial parapet or close screen not less (except with the consent of the Corporation) than eight feet in height above the level of the footway on such bridge:

(10.) The parapets or screens on all public road bridges made by the Company shall not be used for the posting of bills or other advertising purposes:

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

(12.) 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 Act relating to works to be executed and powers to be exercised in the borough of Birmingham or as to the mode of giving effect thereto shall be determined in the manner prescribed in the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For the protection of the Corporation of Salford.

30. For the protection of the mayor aldermen and burgesses of the borough of Salford (in this section called "the Corporation") the following provisions with respect to the powers by this Act conferred upon the Company within the borough of Salford shall have effect (that is to say):

(1.) The provisions of sections 18 to 23 (both inclusive) of the Railways Clauses Consolidation Act 1845 shall extend and apply to the gas and water mains pipes and apparatus of the Corporation and to the Corporation in respect thereof as though the Corporation were a gas or water company or society:

(2.) If by reason of the exercise of the powers of this Act any additional gas or water mains pipes sewers or drains or any increased lengths or capacity thereof respectively be rendered necessary the same shall be respectively provided laid and constructed by the Corporation at the cost of the Company:

(3.) If by reason of the exercise of the powers of this Act the Corporation shall at any time incur any additional cost in repairing or altering any gas or water main pipe or apparatus or any sewer or drain such additional cost shall be repaid by the Company to the Corporation:

(4.) Before the Company interfere with any existing sewer or drain they shall to the reasonable satisfaction of the Corporation and in accordance with plans and sections to be previously

submitted to and reasonably approved of by the Corporation construct a sufficient substituted sewer or drain and connect the same with the sewer or drain so interfered with:

(5.) Before the Company obstruct Cross Lane or Hodge Lane they shall to the reasonable satisfaction of the Corporation provide and thenceforward until such obstruction be removed maintain proper accommodation for the traffic along such street and access to houses and property therein and they shall cause such obstruction to be properly fenced and lighted:

(6.) All streets the surface of which shall be disturbed by the Company shall be restored to the reasonable satisfaction of the Corporation:

(7.) In building the new bridge over the proposed railway under Cross Lane the present line and level of roadway shall be maintained and the parapets of the bridge shall be of equal height to those now existing and the sides (next the public road) of the new and existing bridge shall not be used for the posting of bills or for other advertising purposes by means of posters or placards:

(8.) The extended bridge by which Cross Lane will be carried over the railway shall have proper provisicn made for carrying the existing sewers drains and 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 and as regards water mains so as to protect the same as far as reasonably practicable from frost:

(9.) If the Company construct any pier or abutment over any sewer of the Corporation the Company shall if so required by the Corporation construct and maintain a good and sufficient relieving arch thereover so as to afford access thereto for the purpose of repairs:

(10.) Where any house or building is severed by the Company from other property the Company shall to the reasonable satisfaction of the Corporation build up and secure the severed end of such house or building:

(11.) The Company shall when required by the Corporation inclose with walls or suitable fencing all lands acquired by the Company under this Act not used in the construction of works in order to fence off the same from the streets adjoining:

(12.) All works to be executed by the Company under this section shall be so executed at the cost in all respects of the Company:

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(13.) The Company will not in any future application by the Corporation to Parliament whether by Bill or Provisional Order oppose or withhold their consent to the laying of tramways in or along Cross Lane or any part thereof except so far as may be necessary for the protection of the Company's works:

(14.) The provisions of the Railways Clauses Consolidation Act 1845 with respect to the construction and maintenance of bridges over or supporting roads shall except so far as varied by this Act apply to the construction and maintenance of the bridge under Cross Lane but so nevertheless that if at any time hereafter the Corporation construct tramways along the said Cross Lane then the maintenance of the paving between and for a distance of eighteen inches on either side of such tramways shall be undertaken by the Corporation or other the promoters of such tramways:

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

(16.) If any difference arise between the Corporation and the Company with respect to anything to be done or not to be done by the Corporation or the Company such difference shall be settled by an engineer to be appointed (unless agreed on within ten days after a written request in that behalf by either party to the other of them) on the application of either the Corporation or the Company by the president for the time being of the Institution of Civil Engineers and subject as aforesaid the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall extend and apply to every such settlement.

Extension of provisions for protection of the Birmingham Canal Company.

31. The several and respective enactments provisions clauses matters and things contained in the Birmingham Wolverhampton and Stour Valley Railway Act 1846 Birmingham Wolverhampton and Dudley Lines in relation to a certain bridge for carrying the railway therein mentioned (now the property of the Company) over a certain canal therein called the Birmingham level at a point near Winson Green in the parish of Birmingham such canal being the property of the Company of proprietors of the Birmingham Canal Navigations (hereinafter called the Canal Company) and the towing paths and other works thereof and in relation to the construction

and repair of such bridge and all future bridges in lieu thereof and the works belonging thereto or connected therewith respectively and the reconstruction thereof when requisite and for preventing or otherwise in relation to any alteration in the course and obstruction of the navigation of the canals of the Canal Company or the obstruction of or interference with any communications or means of or facilities for communication therewith respectively or any interference with or injury to the property and works of the Canal Company and for the protection or benefit of that Company and in particular and for or in relation to the recovery either of ascertained damages or penalties upon or in consequence of any breach or non-performance or non-observance of all or any or either of such enactments provisions clauses matters or things shall be and are hereby extended to the new and altered portion of railway and works over near and adjoining the canal of the Canal Company at or near Winson Green hereby authorised and shall henceforth take effect and be enforceable against the Company in respect of the new and altered bridge and works by this Act authorised in such manner in all respects as if the same had been works included in and authorised by the said Act of 1846 and as if the said several enactments provisions clauses matters and things in respect of the railway and works by the last-mentioned Act authorised had been included in and enacted by this Act in reference to the railway and works hereby authorised Provided always that nothing in this Act or in the said Act of 1846 contained shall require the Company to construct the new or altered bridge of a greater height above the level of the waterway in the said canal of the towing-path than that of the existing bridge or of a greater span than fifty feet.

Nothing in this Act contained shall extend to prejudice diminish or alter or take away any of the rights privileges powers or authorities vested in the said Canal Company in and by all or any of the several Acts of Parliament now in force relating to their said canals or in and by the said Birmingham Wolverhampton and Stour Valley Railway Act 1846 Birmingham Wolverhampton and Dudley Lines or in or by any other Act or Acts of Parliament or otherwise howsoever.

Period for compulsory purchase of lands by Company.

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

Power to deviate in construction of new roads &c.

33. The Company may in constructing the new roads and alterations of roads footpaths and other works by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of

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the said works as shown on the deposited sections to any extent not exceeding three feet but not so as to increase the rate of inclination of any new or altered road as shown on the said sections.

Roads not to be stopped up till substituted roads completed.

34. The Company shall not stop up any road or footpath by this Act authorised to be stopped up until they shall have completed and opened to the public the diversion of such road or footpath or the new road or footpath (if any) as the case may be by this Act authorised to be made in lieu of the road or footpath so to be stopped up.

Provisions as to repair of new roads &c.

35. The new roads and footpaths and the alteration of any road or footpath to be made under the authority of this Act (except the stone iron or other structure carrying any new road or footpath or any alteration of any road or footpath over any railway which structure shall be repaired and maintained by and at the expense of the Company) shall when made and completed from time to time be repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as other roads and footpaths within the townships or parishes in which such new or altered roads and footpaths will be situate are from time to time liable to be repaired or maintained.

If any question shall arise between the Company and any of such parties as to the due completion of any such new or altered road or footpath such question shall from time to time be determined by two justices on the application of either of the parties in difference and after not less than seven days notice to both parties of the sitting of such justices for the purpose and the certificate of such justices of the due completion of such new or altered road or footpath shall be conclusive evidence of the fact so certified.

Extinguishment of rights of way.

36. All rights of way over or along the several roads streets footpaths courts passages thoroughfares or highways or portions thereof which shall under the provisions of this Act be stopped up and discontinued and over any of the lands which shall be purchased or acquired under the compulsory powers of this Act shall be and the same are as from the stopping up purchase or acquisition thereof respectively by this Act extinguished.

Vesting in Company of site and soil of portions of roads &c. stopped up.

37. The site and soil of the several roads streets footpaths courts passages thoroughfares or highways or portions thereof by this Act authorised to be stopped up and discontinued and the fee simple and inheritance thereof shall (except where by this Act otherwise provided) if the Company are or if and when under the powers of this Act or of any other Act relating to the Company already passed they become the owners of the lands on both sides thereof be from

the time of the stopping up thereof respectively wholly and absolutely vested in the Company for the purposes of their undertaking subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway.

Extending time for purchase of certain lands in Middlesex.

38. The powers conferred on the Company by the London and North-Western Railway Act 1884 for the compulsory purchase of the lands in the county of Middlesex described in section 27 of that Act are hereby extended and continued for the period of three years from the twenty-eighth day of July one thousand eight hundred and eighty-seven and at the expiration of that period those powers shall cease and determine.

Company may hold and acquire land by agreement.

39. The Company may hold and use and apply for and to any purposes connected with their undertaking the several lands purchased by them by agreement described in the First Schedule to this Act and shown on the plans deposited in the Parliament Office of the House of Lords and the Private Bill Office of the House of Commons and entitled "Plans of lands referred to in First Schedule of Act."

Power to Lancashire and Yorkshire Company and Company to execute works.

40. Subject to the provisions of this Act the Lancashire and Yorkshire Company and the Company or either of them with the consent of the other may make and maintain in the lines and according to the levels shown on the deposited plans and sections the alterations of roads and other works hereinafter described and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose (that is to say):

(Kirkham roads.)

They may in the townships of Treales Wharles and Roseacre and Newton with Scales in the parish of Kirkham in the county of Lancaster:

(1.) In substitution for the alteration described in and authorised by sub-section (D) of section 6 of the Lancashire and Yorkshire and London and North-Western Railway Companies (Preston and Wyre Railway) Act 1884 alter the levels of Spen Lane leading from Treales to Newton and carry the same under the Preston and Wyre Railway such alteration of levels commencing at a point one hundred and twenty yards or thereabouts north of the centre of the level crossing by such lane of the said railway and terminating at a point two hundred and ten yards or thereabouts south of the centre of the said level crossing:

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between the points marked E and F on the said plan such new wall and enclosure to be erected laid out and made to the reasonable satisfaction of the steward of the Duke of Bedford and so that in the event of a portion only of the said buildings being in the first instance pulled down such wall and enclosure shall be co-extensive with the buildings pulled down so as to avoid any unsightly appearance and in the meantime until the said buildings shall have been pulled down by the Company they shall keep the same in a similar state of occupation to that in which the remainder of the houses in Ampthill Square may from time to time be held and shall also keep the same in a good state of repair.

6. So soon as the last-mentioned buildings or any portion thereof shall have been pulled down and the said new wall and enclosure shall have been erected laid out and made on the site thereof as aforesaid the Company shall reconvey to the Duke of Bedford the freehold of the said strip of land etched dark blue on the said plan or in case a portion only of such buildings shall have been pulled down then so far as such new wall and enclosure shall extend but the Company shall be at liberty at all times and from time to time hereafter notwithstanding such reconveyance to take down and remove the new wall and enclosure to be erected laid out and made as last aforesaid and the plantation within such enclosed area and the fence rails and kerbs enclosing the same area between the said points K and E for the purpose of laying rails and constructing all other necessary works and thereafter using the same as a widening and extension of their railway or station under any portion of the said strip of land etched dark blue but the Company shall as soon as may be after the completion of any such widening and extension rebuild and restore the portion of the said wall which shall have been pulled down and of the said enclosed area and plantation which shall have been removed as aforesaid and the rails and kerbs enclosing such area and plantation in the same position and state as the same were in before the same were pulled down and removed and to the reasonable satisfaction of the steward of the Duke of Bedford.

7. The provisions of the said deed of the twenty-fourth day of February one thousand eight hundred and forty-six with respect to the maintenance and repair by the Company of the said existing wall and plantation and the rails and kerbs enclosing the same including the part thereof hereby authorised to be pulled down and removed after the same shall have been rebuilt and restored and restricting the making of openings in

the said wall and carrying flues and chimneys up the same or otherwise in relation to the said wall and enclosure shall remain in force with respect to the whole of the said wall and enclosure between the points marked E and H on the said plan and shall be extended so as to apply in like manner to the new wall and enclosure to be made between the points marked K and E thereon in continuation of the said existing wall and enclosure as aforesaid when the said new wall and enclosure shall have been erected laid out and made as aforesaid but subject as hereinbefore mentioned.

8. The land to be acquired by the Company as aforesaid and the land already belonging to the Company the restrictions affecting which are hereby annulled and any buildings or erections which are now or may from time to time hereafter be on such respective lands shall not nor shall any part thereof at any time be used for the purposes of a coal or mineral station or depôt.

9. No building or erection of any kind shall at any time be placed or erected on the triangular portion of the garden of Ampthill Square marked X Y Z on the said plan and such portion shall be maintained by and at the expense of the Company as an ornamental garden or enclosure so long as the remainder of the garden or enclosure in Ampthill Square is similarly maintained.

10. The design of the boundary walls of any buildings or fence walls which may be erected by the Company on any part of the land to be purchased by them from the Duke of Bedford as aforesaid (other than on land situate to the south-eastward of the said wall between the points F E K) so far as the same shall face or front the roads leading to Ampthill Square shall previously to the erection thereof be submitted by the Company for approval of the steward of the Duke of Bedford and the same shall not be erected otherwise than in accordance with the designs to be so approved provided such approval is not unreasonably withheld.

11. The gradients of the roads intersecting abutting upon or adjoining any of the land to be taken by the Company as aforesaid shall not be altered.

12. No building or erection within the portion of the garden enclosure of Ampthill Square acquired by the Company shall be carried up higher than the present level of the enclosure.

13. No workshop or spoil bank shall be erected or placed on any part of the garden enclosure.

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14. The parapets of the bridges and the walls fences or railings on either side of the roadways in Ampthill Square shall not be used for the posting of bills or any advertising purpose whatever.

15. In case where any house or other building intended to remain standing in Ampthill Square shall be severed by the Company the Company shall to the reasonable satisfaction of the steward of the Duke of Bedford build up or repair such house or building so as to prevent any unsightly appearance.

16. All works authorised by the Act of 1884 or by this Act in Ampthill Square shall be completed within one year from the first commencement of any such works and in case of any default the Company shall be liable to a daily penalty of twenty pounds recoverable by the Duke of Bedford in any court of competent jurisdiction.

17. The Company shall yearly and every year after they shall have acquired under the powers of the Act of 1884 or this Act any houses in Ampthill Square pay or cause to be paid to the person or persons for the time being entitled by law to receive the rates for defraying the expenses of forming making planting ornamenting embellishing continuing preserving and keeping in order and condition Ampthill Square and the iron rails kerbs and other things belonging thereto and other incidental charges relating thereto a sum similar in amount to the amount of the rates for that purpose to be from time to time payable for or in respect of such houses according to the rateable value thereof at the time of the acquisition thereof by the Company Provided that the lessees and occupiers for the time being of any such houses shall have the use and enjoyment of Ampthill Square and the garden thereof as the same are now used and enjoyed by the present lessees and occupiers of such houses.

18. All the provisions hereinbefore contained for the protection or benefit of the Duke of Bedford shall during the term of any lease from the said duke existing at the passing of this Act and so far as such provisions may be applicable enure and be for the protection and benefit also of the lessees and occupiers for the time being of the houses on the estate of the Duke of Bedford in Ampthill Square.

As to compensation in respect of houses in

64. And whereas the lands to be taken by the Company for widening and enlarging their railway and station as aforesaid include part of the garden ground or enclosure of Ampthill Square

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Ampthill Square.

to the use and enjoyment of which the occupiers of the houses in the said square are entitled in common:

And whereas the taking of such part of the said garden ground or enclosure and the widening of the railway and the exercise of the other powers of the Company under the Act of 1884 and this Act and the partial release and annulment hereby made of the said restrictive provisions heretofore in force for the protection of the Duke of Bedford and the tenants on his said estate may prejudicially affect the value of the houses in the said square and interfere with the comfort of the inhabitants thereof:

Therefore in order to remove all doubts and questions which might otherwise arise all persons being owners lessees or occupiers of or otherwise interested in any of the houses in Ampthill Square whether taken or used for the purposes of the Act of 1884 or this Act or not shall be entitled to compensation for the damage actual and consequential which may be sustained by them or any of them in respect of any such houses or the said garden ground or enclosure in consequence of the deterioration or depreciation in value of the said houses which may be occasioned by reason of the exercise of any of the powers by the Act of 1884 or the Acts incorporated therewith or this Act vested in the Company or the release or annulment of any of the restrictive provisions aforesaid such compensation to be ascertained and paid in manner provided by the Lands Clauses Consolidation Act 1845:

Every claim for compensation under the last foregoing provision shall be referred to and determined pursuant to the provisions of the Lands Clauses Consolidation Acts 1845 1860 and 1869 by one and the same arbitrator to be appointed by the Board of Trade on the application of the Company and the first person making such claim or of either of them:

Every such claim shall be made in writing not later than two years after the laying of the rails through the portion of the said garden or enclosure of Ampthill Square to be taken by the Company as aforesaid:

In the event of the arbitrator so appointed dying or becoming unable or unwilling to act the Board of Trade may appoint any person to take his place on the application of the Company or any claimant.

Provision as to mortgages of Portpatrick and Wigtownshire Railway Companies.

65. For the purpose of paying off or discharging the proportion for which the Company are or may be liable under the Portpatrick and Wigtownshire Railways (Sale and Transfer) Act 1885 of the mortgages of the Portpatrick Railway Company and of the Wigtownshire Railway Company the Company may create and issue debenture

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stock subject to the provisions of Part III. of the Companies Clauses Act 1863 to an amount not exceeding forty-seven thousand pounds but notwithstanding anything in that Act contained the interest of all debenture stock of the Company 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.

Power to apply corporate funds to purposes of Act.

66. The Company may apply to any of 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 shares stock debenture stock or mortgage by virtue of any Act 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 Company and other companies to apply corporate funds to purposes of Act.

67. The Company the Lancashire and Yorkshire Company and the Great Western Company respectively may apply to the purposes of this Act which they are respectively empowered to carry into execution and to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Acts relating to such companies respectively and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Exception as to Crown property.

68. Nothing contained in this Act shall authorise the Company to take use or appropriate or interfere with for any purpose connected with their undertaking any lands houses or buildings hereinbefore described or referred to or delineated on the deposited plans or described in the deposited books of reference belonging to the Queen's Most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods or to execute any works or exercise any powers upon the land already in the occupation of the Company or their assigns and numbered 61 59 56 and 53 on the said deposited plans otherwise than in accordance with the covenants of the lease under which such land is held.

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

69. The Company shall not out of any moneys 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.

70. Nothing in this Act contained shall exempt the Company the Lancashire and Yorkshire Company and the Great Western Company respectively or their respective railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by those Companies respectively.

Costs of Act.

71. 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.

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SCHEDULES referred to in the foregoing Act

FIRST SCHEDULE.

Lands acquired by the Company by Agreement.

COUNTY OF MIDDLESEX.

Certain lands in the parish of St. Botolph Without Aldgate in the city of London containing 100 square yards or thereabouts being the property numbered 62 in Aldgate High Street.

Certain lands in the parish of St. Leonard Shoreditch containing 200 square yards or thereabouts being the properties numbered 10 and 12 in Hearn Street.

COUNTY OF BUCKINGHAM.

Certain lands in the parish of Slapton containing 1 acre 2 roods 21 perches or thereabouts lying on the east side of and adjoining the London and Birmingham Railway half a mile or thereabouts north of Cheddington Station.

Certain other lands in the same parish containing 4 acres and 6 perches or thereabouts lying on both sides of and adjoining the said railway one mile or thereabouts north of the said station.

Certain lands in the parish of Wolverton containing 2 acres or thereabouts lying on the west side of and adjoining the old main line of the Company and south-east of Green Lane.

COUNTY OF WARWICK.

Certain lands in the parish of St. Michael Coventry containing 6 acres and 32 perches or thereabouts lying on the north side of and adjoining the London and Birmingham Railway at the junction therewith of the Coventry and Nuneaton Railway.

Certain lands in the parish of Aston-juxta-Birmingham containing 2 acres 2 roods and 9 perches or thereabouts adjoining the Company's property at the junction of Thimble Mill Lane and Walter Street Aston.

COUNTY OF CHESTER.

Certain lands in the parish of Coppenhall containing 5,400 square yards or thereabouts lying east of and adjoining Lockitt Street and north of and adjoining Havelock Street Crewe.

COUNTY OF FLINT.

Certain lands in the parish of Hawarden containing 3 acres and 32 perches or thereabouts lying on the south side of and adjoining the Chester and Mold Railway at its junction with the Chester and Holyhead Railway and west of and adjoining Queen's Ferry Road.

COUNTY OF CARNARVON.

Certain lands in the parish of Bangor containing 5 acres and 28 perches or thereabouts lying on both sides of and adjoining the Chester and Holyhead Railway at the east end of the tunnel on the west side of Bangor Station.

COUNTY OF LANCASTER.

Certain lands in the parish of Prescot near Widnes Dock containing 1,423 square yards or thereabouts lying south of and adjoining the Saint Helen's Canal and east of and adjoining the Saint Helen's Railway.

Certain other lands in the same parish containing 3,748 square yards or thereabouts lying west of and adjoining the Saint Helen's Railway and east of and adjoining Elizabeth Street Widnes.

Certain lands in the parish of Childwall containing 600 square yards or thereabouts lying south of and adjoining the Garston and Warrington Railway between Church Road and Speke Road Garston.

Certain other lands in the same parish containing 180 square yards or thereabouts lying on both sides of the said railway between Speke Road Garston and the junction of the Allerton and Garston Loop.

Certain lands in the parish of Winwick containing 360 square yards or thereabouts lying on the west side of and adjoining the Company's Grand Junction Railway and south of and near to Winwick Junction.

Certain lands in the parish of Dean containing 1 rood and 18 perches or thereabouts lying on the west side of and adjoining the old line of the Bolton and Kenyon Railway and south of and adjoining the public road at the Chequerbent Station.

WEST RIDING OF THE COUNTY OF YORK.

Certain lands in the parish of Dewsbury containing 3,210 square yards or thereabouts lying on the north-west side of and adjoining the Leeds and Dewsbury Railway and south-east of and adjoining Eightlands Road Dewsbury.

Certain other lands in the same parish containing 80 square yards or thereabouts lying on the north-west side of and adjoining the said railway and north-east of and adjoining Scargill Street Dewsbury.

COUNTY OF CUMBERLAND.

Certain lands in the parish of Saint Cuthbert Carlisle containing 2 acres and 20 perches or thereabouts lying west of and adjoining Saint Nicholas Street and now or lately known as the Britannia Engine Works.

SECOND SCHEDULE.

LANDS acquired by the COMPANY and the GREAT WESTERN COMPANY by AGREEMENT.

COUNTY OF SALOP.

Certain lands in the parish of Holy Cross and Saint Giles Shrewsbury containing 10 square yards or thereabouts lying on the south side of and adjoining the Shrewsbury and Wellington Railway and on the west side of and adjoining Underdale Lane Shrewsbury.

Certain lands in the parish of Stokesay containing 14 perches or thereabouts lying on the east side of and adjoining the Shrewsbury and Hereford Railway and south of and adjoining the Craven Arms and Stokesay Station.

THIRD SCHEDULE.

Certain lands in the parish of Coppenhall in the county of Chester containing 28 acres or thereabouts lying south of and near to the Company's Crewe and Chester Railway and the Steel Works at Crewe.

FOURTH SCHEDULE.

SUFERFLUOUS LANDS of the COMPANY.

Sandbach and Northwich Branch.
Kirkburton Branch.
Bettws and Festiniog Branch.
Guide Bridge Junction Branch.
Manchester and Crewe Railway.
Mold and Tryddyn Branch.
Seaton and Wansford Branch.
Norton Canes Branch and Extension.
Bletchley and Bedford Branch.
Parish of Saint Michael Saint Albans in the county of Hertford.
Parish of Saint Leonard Shoreditch in the county of Middlesex.
Parish of Aylesbury in the county of Buckingham.

FIFTH SCHEDULE.

FIRST PART.

Sections 42, 56, and 57 of the Act (local and personal) 5 & 6 Will. 4. c. 56.
Sections 13 and 14 of the Act (local and personal) 9 & 10 Vict. c. 152.

SECOND PART.

1835, 10th April	-	Agreement of this date between the Most Noble John Duke of Bedford and the London and Birmingham Railway Company.
1835, 15th Dec.	-	Agreement of this date between the same parties.
1839, 8th April	-	Agreement of this date between the same parties.
1839, 9th April	-	Deed of Conveyance of this date by the Most Noble John Duke of Bedford to the London and Birmingham Railway Company.
1846, 24th Feb.	-	Agreement of this date between the Most Noble Francis Duke of Bedford and the London and Birmingham Railway Company.
1848, 5th Jan.	-	Deed of Covenants of this date (endorsed on the last-mentioned Agreement) between the London and North-Western Railway Company and the said Francis Duke of Bedford.
1848, 5th Jan.	-	Deed of Conveyance of this date by the Most Noble Francis Duke of Bedford and Thomas Wing to the London and North-Western Railway Company.

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