CHAPTER xcviii.

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 North London Railway Company and other Railway Companies in relation to such other Undertakings for vesting portions of the North Union Railway in the Company and the Lancashire and Yorkshire Railway Company respectively and for other purposes. [26th July 1889.]

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WHEREAS it is expedient that the London and North-Western Railway Company (in this Act called the Company) should be empowered to make the deviation railway 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:

(New works of Company.)

And whereas plans and sections showing the respective lines and levels of the said deviation railway and other works by this Act authorised to be constructed 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:

(Plans and sections deposited.)

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(Agreement with North London Railway Company.)

And whereas it is expedient that the Company and the North London Railway Company (in this Act called the North London Company) should be empowered to make agreements as herein-after provided with respect to the transfer of the powers rights duties and obligations of the North London Company under the North London Railway Act 1885 and of all or some of the lands or interests in lands and other property acquired or authorised to be acquired by the North London Company under or by virtue of the said Act and that power should be conferred upon the North London Company to lease and upon the Company to take and hold the arches upon which the portion of the North London Railway herein-after mentioned or referred to is constructed:

(Agreement with Mersey Railway Company.)

And whereas it is expedient that the heads of agreement between the Company and the Great Western Railway Company and the Mersey Railway Company set forth in the Third Schedule to the Mersey Railway Act 1887 should be cancelled and that the substituted agreement between the same companies as set forth in the Third Schedule to this Act should be confirmed subject as herein-after provided:

(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 Manchester Sheffield and Lincolnshire Railway Company in respect of the railways jointly owned by those companies and upon the Company the Midland Railway Company the Caledonian Railway Company and the Glasgow and South-Western Railway Company as joint owners of the Portpatrick and Wigtownshire Railways 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 undertaking and railways respectively:

(Warehousing certificates.)

And whereas it is expedient that further powers should be conferred upon the Company with regard to goods articles or things warehoused or stored in any warehouses sheds or other conveniences or in at or upon any stations docks quays wharves or yards of the Company:

(North Union Railway.)

And whereas by the Act (local and personal) 9 and 10 Victoria chapter ccxxxi. the undertaking of the North Union Railway Company (in this Act called the North Union Company) was vested in the Grand Junction Railway Company who are now represented by the Company and the Manchester and Leeds Railway Company who are now represented by the Lancashire and Yorkshire Railway Company (in this Act called the Lancashire and Yorkshire Company) subject to the payment of the annuity or yearly sum in that Act

mentioned by the Grand Junction Railway Company and the Manchester and Leeds Railway Company in the proportions of sixty ninety-fourth parts thereof by the former and thirty-four ninety-fourth parts thereof by the latter:

And whereas it was provided by section 30 of the same Act that as between the Grand Junction and the Manchester and Leeds Railway Companies the portion of the North Union Railway between Parkside within Newton-in-Makerfield and the Euxton junction should be exclusively worked and managed by the Grand Junction Railway Company and that the portion of the North Union Railway between Bolton and the Euxton junction should be exclusively worked and managed by the Manchester and Leeds Railway Company and that the portion of the same railway between the Euxton junction and Preston should be worked and managed by those two companies jointly:

And whereas under the provisions of the said Act the tolls received from the North Union Railway were credited to a joint fund and from time to time divided between the Company and the Lancashire and Yorkshire Company in the proportions above-mentioned:

And whereas by an agreement between the Company and the Lancashire and Yorkshire Company dated the 1st day of June 1883 and scheduled to and confirmed by the London and North-Western Railway Act 1884 provision was made for the receipt and retention by the Company of the tolls rates and duties in respect of the portion of the North Union Railway between Parkside junction and Euxton junction and for the receipt and retention by the Lancashire and Yorkshire Company of the tolls rates and duties in respect of the portion of the said railway between Bolton junction and Euxton junction and for the payment to the said joint fund of the receipts in respect of the portion of the said railway between Euxton junction and Preston:

And whereas by the London and North-Western Railway Act 1888 the North Union Company was dissolved and provision was thereby made for the issue to the shareholders of the North Union Company of debenture stocks of the Company and the Lancashire and Yorkshire Company in substitution for the said annuity:

And whereas the portions of the North Union Railway used exclusively by the Company and the Lancashire and Yorkshire Company respectively are the joint property of the said two companies in name only and it is expedient that such portions respectively should be vested in the company having the exclusive use thereof respectively freed and discharged from all claims rights

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(Application of funds.)

and interests of the other of the said two companies therein as herein-after provided:

And whereas it is expedient that the Company should be empowered to apply their funds as by this Act authorised:

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 1889.

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) of the Railways 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 "labouring class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them:

The expressions "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 "courts 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 deviation railway.

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 deviation railway herein-after 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 thereto as may be required for the purposes thereof:

(Deviation at Penrith.)

The deviation railway herein-before referred to and authorised by this Act to be made by the Company is—

The deviation and alteration four furlongs eight chains and five links in length in the township of Stainton in the parish of Dacre and in the township and parish of Penrith in the county of Cumberland of so much of the Company's Lancaster and Carlisle Railway as extends for a distance of one thousand one hundred and fifty yards or thereabouts in a northerly direction from the viaduct carrying that railway over the River Eamont;

The North-Eastern Railway Company shall have and be entitled to the same powers rights and privileges in respect of the said deviation railway as they now have or are entitled to in respect of the portion of the Company's existing railway lying between the commencement and termination of such deviation.

Tolls &c. for deviation railway.

5. With respect to tolls rates and charges and for all other purposes whatever the deviation railway shall be part of the Company's Lancaster and Carlisle Railway and the Company may demand in respect thereof the tolls 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 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 "in reference thereto" and 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

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the London and North-Western Railway (Joint and Various Powers) Act 1877.

Caledonian Railway Company to have running powers over certain of the Company's lines.

6. It shall be lawful for the Caledonian Railway Company in all time coming to run over and use with their engines trucks and carriages of every description the lines of railway belonging or leased to the Company lying between the Citadel station at Carlisle on the one hand and Lancaster Morecambe Ingleton and Windermere on the other hand including the Lancaster and Carlisle Railway and the deviation and alteration of a portion of that railway by this Act authorised and the stations watering places works and conveniences upon and connected with the said lines of railway respectively including as aforesaid for the purpose only of conveying between Carlisle on the one hand and any of the other places above named or any place beyond any of these places or intermediate between Carlisle and any of these places on the other hand any passenger or other traffic of any description which shall have passed or shall be about to pass over any portion of the Caledonian Railway Provided always that in relation to the rights conferred by this section the Caledonian Railway Company shall be subject to the terms and conditions and to payment of the rates imposed on and shall have the powers and privileges granted to the running company by section 72 of the Caledonian and Scottish Central Railways Amalgamation Act 1865 and the Company shall afford the facilities and services and shall have the rights provided by that section with respect to the company whose lines are run over And the standing arbitrator from time to time appointed under the provisions of section 86 of the said Act shall have the same powers with respect to all matters provided for by this section as are conferred on him by that Act with respect to the matters provided for by sections 71 and 72 thereof.

Power to divert roads as shown on deposited plans.

7. The Company may divert alter and stop up in the manner shown on the deposited plans and sections relating to the deviation railway by this Act authorised to be made by them any roads delineated on the said plans and described in the deposited books of reference and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road and when and so soon as each of the said roads is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of

their undertaking the site of the road stopped up as far as the same is bounded on both sides by lands of the Company.

Power to take easements &c. by agreement.

8. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for any of the purposes of this Act to be executed by them in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Period for completion of deviation railway.

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

Penalty imposed unless deviation railway opened within the time limited.

10. If the Company fail within the period limited by this Act to complete the deviation railway the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the same is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the deviation railway and the said penalty may be applied for by any landowner or other person claiming to be compensated in reference to the deviation railway 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 of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank and to the credit named in such warrant or order and shall not be paid thereout except as herein-after 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

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deviation railway 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 deviation railway.

11. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the deviation railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of such deviation railway and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court of Justice 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 has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall 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.

For the protection of the owners of Skirsgill Park.

12. For the protection of Mary Hester Garnett Orme and Frances Gandy and other the owners for the time being of the estate in the said parishes of Dacre and Penrith known as "Skirsgill Park" (all of whom are included in the expression "the owners" where used in this section) the following provisions shall have effect (that is to say) :

(1.) The plan means a plan signed in duplicate by Frances Gandy on behalf of the owners and by Charles Hull on behalf of the Company :

(2.) The Company shall not except with the consent in writing of the owners enter upon take or use any part of the said estate except the plot of land which is coloured red on the plan :

(3.) The Company shall not use or permit to be used any of the land lying between their existing railway and the said intended deviation so as to be or cause any nuisance to the mansion house on the said estate nor shall they place or erect or permit to be placed or erected thereon any buildings or erections except such signal box and other appliances as may be absolutely necessary for the carrying on of the traffic of the Company and the safety of their passengers and except such cottages as the Company shall require to erect thereon but not as respects such cottages or signal box of such a height as to make them or it visible from the said mansion house:

(4.) The Company shall complete the said deviation and all necessary works connected therewith on or before the first day of February one thousand eight hundred and ninety-one provided the tenant of the Skirsgill mansion house vacate the same on or before the first day of November one thousand eight hundred and eighty-nine but if the said tenant shall exercise his option of renewal and remain in possession until the first day of November one thousand eight hundred and ninety then the Company shall complete the said works on or before the first day of November one thousand eight hundred and ninety-one and shall be under no obligation to complete the same by the said first day of February one thousand eight hundred and ninety-one:

(5.) From and after the completion of the said intended deviation the Company shall not allow any engine to stand upon any part of the existing railway situate between the River Eamont and the Eamont road bridges blowing off steam nor shall they permit any engine to remain on any such part for any purpose longer than is absolutely necessary:

(6.) The Company shall not between the points marked with the letters "A" and "B" on the plan construct the embankment of a greater height above the datum line than is shown on the deposited sections:

(7.) The Company and the owners may agree for any variation of the provisions of this section.

For the protection of the owner of Skirsgill Farm.

13. For the protection of Frances Gandy and other the owners for the time being of the estate in the said parish of Penrith known as "Skirsgill Farm" (all of whom are included in the expression "the owners" where used in this section) the following provisions shall have effect (that is to say):

(1.) The plan means a plan signed in duplicate by the said Frances Gandy on behalf of the owners and by Charles Hull on behalf of the Company:

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(2.) The Company shall not except with the consent in writing of the owners enter upon take or use any part of the said estate except the plot of land which is edged round with red on the plan:

(3.) The Company shall not use or permit to be used any of the land lying between their existing railway and the said intended deviation so as to be or cause any nuisance to the Skirsgill Park mansion house on the adjoining estate nor shall they place or erect or permit to be placed or erected thereon any building or erection except such signal box and other appliances for working their railway as may be absolutely necessary for the carrying on of the traffic of the Company and the safety of their passengers and except such cottages as the Company shall require to erect thereon but not as respects such cottages or signal box of such a height as to make them or it visible from the said mansion house:

(4.) The Company shall complete the said deviation and all necessary works connected therewith on or before the first day of February one thousand eight hundred and ninety-one provided the tenant of the Skirsgill mansion house vacate the same on or before the first day of November one thousand eight hundred and eighty-nine but if the said tenant shall exercise his option of renewal and remain in possession until the first day of November one thousand eight hundred and ninety then the Company shall complete the said works on or before the first day of November one thousand eight hundred and ninety-one and shall be under no obligation to complete the same by the said first day of February one thousand eight hundred and ninety-one:

(5.) The Company and the owners may agree for any variation of the provisions of this section.

Power to Company to make new roads and other works.

14. 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 relating thereto 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 herein-after described with all proper works and conveniences connected therewith respectively and may exercise the other powers herein-after 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 and in addition thereto may for the purposes aforesaid and for the purpose of extending their stations sidings warehouses coal wharves depôts

and other accommodation for mineral goods and cattle traffic and for other purposes connected with their undertaking enter upon take and use the other lands herein-after described and delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):

(1.) They may in the parish of Saint Pancras in the county of Middlesex make an additional archway or opening under Stanhope Street on the south-west side of and adjoining the existing archway by which the said street is carried over the Company's main line of railway and shall to the reasonable satisfaction of the vestry of the said parish pave the surface of the said street over the said additional archway with such material and in such manner as the vestry may reasonably require: (Stanhope Street arching.)

(2.) They may in the parish of Little Bowden in the county of Northampton stop up and discontinue all rights of footpath along so much of the road which crosses on the level the Company's Northampton and Market Harborough Railway at Little Bowden as lies between the boundaries of the Company's property and may carry the footpath over the railway by means of a footbridge: (Footpath at Little Bowden.)

(3.) They may in the parish of West Bromwich in the county of Stafford stop up and discontinue all rights of footpath along so much of the road which crosses on the level the Company's Stour Valley Railway at the Albion station as extends for a distance of forty-five yards or thereabouts in a north-easterly direction from the south-west side of the said level crossing and may carry the footpath over the railway by means of a footbridge: (Footpath at Albion station.)

(4.) They may in the township of Heaton Norris in the parish of Manchester in the county of Lancaster make an additional archway or opening under Bower House Fold Lane on the east side of and adjoining the easternmost archway by which that lane is now carried over the Company's said railway: (Heaton Norris.)

(5.) They may in the township of Salford in the parish of Manchester in the county of Lancaster construct an additional archway or opening under Oldfield Road on the south side of and adjoining the southernmost archway or opening by which that road is now carried over the Company's Liverpool and Manchester Railway and may alter and enlarge the northernmost archway by which the said road is now carried over the said railway: (Ordsall Lane.)

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(Cross Lane.)

(6.) They may in the township of Salford in the parish of Manchester in the county of Lancaster construct an additional archway or opening under Windsor Street on the north side of and adjoining the existing archway or opening by which that street is carried over the Company's Liverpool and Manchester Railway:

(Chowbent footpath.)

(7.) They may in the township of Atherton in the parish of Leigh in the county of Lancaster in substitution for the alteration and diversion described in and authorised by sub-section 8 of section 19 of the London and North-Western Railway Act 1887 make a new footpath commencing by a junction with Bee Fold Lane at a point one hundred yards or thereabouts south of the bridge carrying the Company's Eccles Tyldesley and Wigan Railway over that lane and terminating by a junction with Miller's Lane at a point one hundred and ninety yards or thereabouts north of the bridge carrying the said railway over the last-mentioned lane and may stop up and discontinue the existing footpath from Bee Fold Lane to Miller's Lane which crosses the said railway on the level at the junction of Chanter's siding therewith:

(Chapel Lane and Wallgate Wigan.)

(8.) They may in the township and parish of Wigan in the county of Lancaster—

(A) Extend for a distance of ten yards or thereabouts in a north-easterly direction the bridge which carries the North Union Railway over Wallgate:

(B) Extend for a distance of twenty yards or thereabouts in a south-westerly direction the bridge which carries the said railway over Chapel Lane and may alter the levels of that lane for a distance of forty-five yards or thereabouts in a south-westerly direction from the said bridge:

(Marsden to Golcar roads and footpaths.)

(9.) They may in the townships of Marsden in Huddersfield Slaithwaite and Golcar or one of them in the parish of Huddersfield in the West Riding of the county of York in connection with the widening of the Company's Huddersfield and Manchester Railway authorised by the London and North-Western Railway Act 1885 stop up and discontinue all rights of way over—

(A) So much of the public footpath which crosses the said railway on the level between the fields numbered on the deposited plans referred to in that Act 88 and 91 in the said parish as lies between the boundaries of the said railway as widened:

(B) The public road numbered on the said plans 97 in the said parish called Park Gate Lane:

(c) So much of the public footpath shown on the said plans as leading from the said road numbered 97 to the public road called Paddock Lane numbered on the said plans 124 in the said parish as extends from the first-mentioned road to the northern boundary of the said railway as widened Provided always that the Company shall not stop up any part of the last-mentioned footpath or the said road numbered 97 until they shall have made and completed in substitution therefor the new footpath coloured brown on the plan signed in duplicate by Sir John Henry Kennaway Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred:

Make a new road along the north side of the said railway as widened from Paddock Lane aforesaid to the public road called Booth Road numbered on the said plans 130 in the said parish and may stop up and discontinue all rights of way over Booth Road aforesaid between the termination of the said new road and the southern side of the said railway as widened:

Alter and divert the public road called Booth Banks Road numbered on the said plans 189 in the said parish between points respectively fifty yards or thereabouts west and ninety yards or thereabouts south-east of the bridge carrying the said railway over the said road and may stop up and discontinue all rights of way over the said road between the commencement of the said diversion and the southern boundary of the said railway as widened:

Alter and divert the public footpaths respectively forming part of the properties numbered on the said plans 156 and 164 in the said parish and may carry the said footpaths over the said railway by means of a single footbridge and may stop up and discontinue all rights of way over so much of the said footpaths respectively as lies between the boundaries of the said railway as widened:

Alter and divert the public footpath forming part of the property numbered on the said plans 287 in the said parish and may carry the same under the railway by means of a subway and may stop up and discontinue all rights of way over so much of the said footpath as lies between the boundaries of the said railway as widened:

Alter and divert the public footpaths which are now carried over the said railway by means of the footbridges numbered

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respectively on the said plans 297A and 303A in the said parish and may carry the same under the said railway by means of the existing archway between the fields numbered respectively 301 and 302 in the said parish and may stop up and discontinue all rights of way over so much of the said footpaths respectively as lies between the boundaries of the said railway as widened:

Close stop up and remove the several bridges by which the said roads and footpaths respectively are now carried under or over the said railway:

(Footpath at Sandycroft.)

(10.) They may in the township of Saltney in the parish of Hawarden in the county of Flint stop up and discontinue all rights of footpath along so much as lies between the boundaries of the Company's property of the road which crosses on the level the Company's Chester and Holyhead Railway at the Sandycroft station and may carry the footpath over the railway by means of a footbridge:

(Prestatyn roads.)

(11.) They may in the township of Nant-with-Prestatyn in the parish of Meliden in the county of Flint make a new road commencing by a junction with the existing public road which crosses the Company's Chester and Holyhead Railway on the level at the Prestatyn station at a point thereon one hundred yards or thereabouts south-east of the said level crossing and terminating by two junctions one being with the said public road at or near the junction therewith of the road called Sandy Lane leading westward therefrom at a point fifty-five yards or thereabouts north-west of the said level crossing and the other being with the said lane at a point two hundred yards or thereabouts westward of the said junction and may stop up and discontinue all rights of way over so much of the said first-mentioned public road at the said level crossing as is bounded on both sides by the Company's property:

And they may for the purposes of this sub-section enter upon take use and hold certain lands lying on both sides of and adjoining the Company's Chester and Holyhead Railway between the said public road and the junction with the said railway of the Company's Prestatyn and Cwm Railway:

(Mochdre level crossing.)

(12.) They may in the parishes of Llangwystenin in the county of Carnarvon and of Llandrillo-yn-Rhos in the county of Denbigh alter and divert so much of the existing road which crosses on the level the Company's Chester and Holyhead Railway at the Mochdre level crossing between points respectively two hundred and forty yards or thereabouts east and one hundred

and seventy-five yards or thereabouts west of the said level crossing and may carry the said road over the said railway and may stop up and discontinue all rights of way over the said level crossing.

For the protection of the Gas Light and Coke Company.

15. If in the construction of the additional archway or opening under Stanhope Street in the parish of Saint Pancras by this Act authorised it shall be necessary to raise sink or otherwise alter the position relatively to the surface of the ground of any main or service pipe or other apparatus laid down or used by the Gas Light and Coke Company or connected with any house or building for the supply of gas fourteen days notice shall be given to the said company previously to the commencement of any such work which shall be executed to the reasonable satisfaction of the engineer of the said Company or in case of difference of an engineer to be selected by the President for the time being of the Institution of Civil Engineers and every such work shall be so executed as to cause as little inconvenience as circumstances will admit to the said company and the Company shall make compensation to the Gas Light and Coke Company for all loss or damage if any which may be occasioned by the execution of the said works.

For the protection of sewers in the Metropolis.

16. 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 London County Council or of any vestry 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 council 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 council or to the 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 the council 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 the council or vestry respectively shall have signified their approval of the same unless the council 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 council and of the respective vestry in the execution of the said

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works and shall provide by new altered or substituted works in such manner as the said council or vestries respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the said council 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 council 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 council or any 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 the council 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 council 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 council or vestries 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.

As to Stanhope Street Saint Pancras.

17. The Company shall so construct their works affecting Stanhope Street in the parish of Saint Pancras as to leave a clear width between the parapets of not less than forty feet measured on the square and shall erect and maintain on either side of the said street to the full extent of the bridge and works over the railway and property of the Company both as now existing and as may be hereafter widened under the powers of this Act a close screen or fence not less than six feet in height above the level of the roadway :

The Company shall not execute or commence the erection of the said works until they shall have given to the London County Council twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office of the said council with plans sections and such other particulars as shall be reasonably required by the said council to enable them to ascertain the strength of the proposed bridge and until the said council shall

have signified their reasonable approval of the same unless that council fail to signify such approval or their disapproval or other directions 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 council in the construction and subsequent maintenance of such works and shall save harmless the said council 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 council at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the said council 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 council by the Company on demand.

Exhibition of placards.

18. The Company shall not affix or exhibit or permit to be affixed or exhibited upon the parapets of any bridge constructed within the Metropolis under the powers of this Act which face upon any street any placards or advertisements except such as relate to the business of the Company.

For the protection of the Corporation of Stockport.

19. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Stockport (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 Stockport have effect (that is to say):

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

(2.) The Company shall not break up any street or interfere with any gas 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 gas mains pipes and apparatus proposed to be interfered with:

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(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 within the borough of Stockport the Company shall well and sufficiently and to the reasonable satisfaction of the Corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration:

(4.) Whenever the 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 whenever it is necessary for maintaining the supply of gas to lay additional mains or pipes such additional mains or pipes shall previous to the severance of or interference with the existing mains or pipes be laid by the Corporation at the expense of the Company:

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

(6.) If by reason of the execution of any of the powers of this Act any increased length of gas 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:

(7.) 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 Stockport 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.

20. For the protection of the mayor aldermen and burgesses of the county 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 county 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 at the cost of the Company and in accordance with plans and sections to be previously submitted 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. If the Company construct any pier or abutment over any sewer of the Corporation the Company shall at their own cost if so required by the Corporation construct and maintain a good and sufficient culvert over such sewer so as to afford access thereto for the purpose of repairs:

6. Before the Company obstruct any street or road they shall to the reasonable satisfaction of the Corporation and at the cost in all things of the Company provide and thenceforward until such obstruction be removed maintain proper accommodation for the traffic thereof and access to houses and property therein with proper fences and lights:

7. All streets the surface of which shall be disturbed by the Company shall be restored to the reasonable satisfaction of the Corporation and at the cost in all things of the Company:

8. If during the work of constructing or maintaining the proposed additional archway or enlarging or maintaining the existing archway under the Oldfield Road in the county borough of Salford it should be necessary or expedient temporarily to remove or interfere with the tramway of the Corporation which passes along the said road or any part thereof the Company shall to the satisfaction of the Corporation or their engineer for the time being cause such removal or interference

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to be so conducted that at all times during the progress of such work the tramcars of the lessees for the time being of the Corporation (in this section referred to as "the lessees") may pass and repass along the said road without any interruption and if any such interruption shall take place the Company shall indemnify the Corporation and their lessees from any damage or loss arising therefrom and the Company shall during the progress of and until the completion of such work provide such lighting and watching as may be necessary to prevent accident to all persons and vehicles using the existing or temporary tramway or passing along the said road and on the completion of such work the Corporation may at the expense of the Company restore the said tramway and road to as good a state and condition as the same were in before the commencement of such work and the Company shall recoup and indemnify the Corporation against all sums costs and expenses which they may be put to in such restoration and the Corporation may recover from the Company all claims sums damage loss costs and expenses as in this sub-section mentioned together with full costs of suit in any court of competent jurisdiction.

For the protection of the Corporation of Wigan.

21. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Wigan (in this section called "the Corporation") shall have effect:

(1.) The Company shall constructed the extended bridge by this Act authorised carrying the North Union Railway over Wallgate so that the headway thereof shall not be less than sixteen feet nine inches throughout the whole length and width of the extended bridge and the street under the extended bridge shall be of not less width than that of the present bridge at its northern end such width being measured on the square:

(2.) In constructing the extended bridge by this Act authorised carrying the said railway over Chapel Lane the Company shall not lower the level of that lane to a greater extent than eighteen inches and the headway of the extended bridge shall not be less than twelve feet six inches throughout the whole length and width of the carriageway under the extended bridge and the street under the extended bridge shall be of the same width and in a line with the adjoining bridge of the Lancashire and Yorkshire Railway Company over Chapel Lane:

(3.) The Company shall at their own expense alter the gradient of Chapel Lane from the point marked F on the deposited plan to a line across that lane drawn in continuation of the

south side of Faggy Lane and the Corporation shall at their own expense alter the gradient of Chapel Lane between the south side of Faggy Lane and Queen Street so as to make a uniform gradient from the said point F to Queen Street:

(4.) The Company shall at their own expense pave with granite sets similar to those to be placed by the Corporation in other parts of Chapel Lane so much of that lane as lies between the said point F and the south side of Faggy Lane and the Company shall also pay to the Corporation one half of the expense of paving with granite sets so much of Chapel Lane as lies between the south side of Faggy Lane and Queen Street:

(5.) Any compensation that may be payable in respect of the alteration of the levels of Chapel Lane between the south side of Faggy Lane and Queen Street shall be borne by the Corporation but no claim for compensation shall be made by the Company in respect of any such alteration:

(6.) Sub-section (2) of section 30 of the London and North-Western Railway Act 1888 shall be read and have effect as if the total superficial area there referred to were two hundred and fifty feet instead of one hundred and fifty feet:

(7.) For the purpose of affording light under the bridge carrying the said railway over Chapel Lane the Company shall make and maintain an opening or openings containing in the whole not less than a total superficial area of one hundred and fifty feet and properly glazed and kept clear such opening or openings being placed as near as conveniently may be to the southern parapet of the existing bridge:

(8.) The Company shall line the walls under the existing bridge of the Company at Chapel Lane as well as under the extensions of the said bridges with white glazed bricks or tiles and shall maintain the same so lined clear and uncovered and in good condition:

(9.) The said bridge of the Company at Chapel Lane and the extensions of the said bridges shall be constructed and maintained so as to prevent as far as reasonably practicable the dripping of water:

(10.) The Company and the Corporation may agree upon any variation of the works by this section provided for.

Power to Company to acquire additional lands &c.

22. 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 the stations sidings warehouses coal wharves depôts and other accommodation of the

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Company for mineral goods and cattle traffic and for other purposes connected with their undertaking the lands herein-after described or referred to delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):

In the county of Middlesex

(Lillie Bridge.) Certain lands in the parish of Fulham known as the Lillie Bridge grounds;

(Willesden.) Certain lands in the parish of Willesden lying on the north side of and adjoining the Company's Hampstead Junction Railway and east of and adjoining the bridge carrying the Harrow Road over that railway:

In the county of Surrey

(Highbury House Clapham Junction.) Certain lands in the parish of Battersea being the house and premises lying on the north side of Lavender Hill known as Highbury House:

In the county of Northampton

(Wellingborough.) Certain lands in the parish of Irchester lying on the north-west side of and adjoining the Company's Northampton and Peterborough Railway between the junction therewith of the Midland Railway and the Company's Wellingborough station:

In the county of Warwick

(Coventry.) Certain lands in the parish of Saint Michael with Saint John Coventry lying on the north side of and adjoining the Company's Coventry and Nuneaton Railway at or near its junction with their London and Birmingham Railway:

In the county of Stafford

(Wednesbury.) Certain lands in the parish of Wednesbury lying on the north-east side of and adjoining Potter's Lane and on the west side of the Company's Darlaston branch;

(Stafford.) Certain lands in the parish of Castle Church lying on the south-west side of and adjoining the Company's Grand Junction Railway at the Stafford station:

In the county of Chester

(Manchester Bridge Crewe.) Certain lands in the township of Monk's Coppenhall in the parish of Coppenhall lying on the east side of and adjoining the Company's Crewe and Manchester Railway and south of and adjoining Small Lane;

(Lands and footpaths at Goostrey.) Certain lands in the townships of Goostrey-cum-Barnshaw and Blackden in the parish of Sandbach lying on the north-west side of and adjoining the Company's Crewe and Manchester Railway and east of and adjoining the road from Goostrey to

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Twemlow Green with power to divert and carry under the said railway and along the north-west side of the said lands the existing footpath which now crosses the said railway on the level one hundred and eighty yards or thereabouts north-east of the bridge carrying the said road over the said railway;

(Dukinfield.) Certain lands in the township of Dukinfield in the parish of Stockport lying on the south side of and adjoining Wharf Street between Charles Street and Railway Street with power to the Company to construct a bridge over Wharf Street and Railway Street at or near their junction Provided that nothing shown on the deposited plans relating to the said lands shall authorise the Company to divert Cooper Street:

In the county of Derby

(Cromford.) Certain lands in the township of Cromford in the parish of Wirksworth lying on both sides of and adjoining the Sheep Pasture incline on the Company's Cromford and High Peak Railway and near to and west of the bridge carrying the public road from Matlock to Derby over the said railway:

In the county of Lancaster

(West Leigh.) Certain lands in the township of Pennington in the parish of Leigh lying between and adjoining the Company's West Leigh and Bedford Leigh Branch Railways at and near their junctions with the Company's Bolton and Kenyon Railway and also certain other lands lying on the west side of and adjoining the said West Leigh Branch Railway at and near the said junctions;

(Rookery.) Certain lands in the township of Rainford in the parish of Prescot lying on the south-west side of and adjoining the Company's Saint Helen's Railway and south-east of and adjoining the public road which crosses that railway on the level at the Rookery Station;

(Dryden Road Wavertree.) Certain lands in the township of Wavertree in the parish of Childwall lying on the north side of and adjoining the Company's property at the west end of Pighue Lane and at the back of the houses and premises on the west side of Dryden Road;

(Carnforth.) Certain lands in the township of Carnforth in the parish of Warton lying on the south-east side of and adjoining the Company's Lancaster and Carlisle Railway and south of and near to the Carnforth station:

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(Bedwellty.)

In the county of Monmouth

Certain lands in the parish of Bedwellty lying on the west side of and adjoining the Company's Sirhowy Railway and extending from one quarter to three quarters of a mile south of the Bedwellty Pits station and also certain other lands lying on the east side of and adjoining the said railway north of and near to the Argoed station:

In the county of Flint

(Mold Junction.)

Certain lands in the townships of Bretton and Saltney in the parish of Hawarden lying on the north-east side of and adjoining the Company's Chester and Holyhead Railway and west of and near to Queen's Ferry Road:

In the county of Carnarvon

(Llandudno.)

Certain lands in the parish of Eglwys-Rhos otherwise Llan-Rhos lying on both sides of and adjoining the Company's Llandudno Branch Railway and between the Llandudno station and the road which crosses the said branch railway on the level about half a mile south of the said station.

For the protection of the managers of the Metropolitan Asylums district.

23. The following provisions for the protection of the managers of the Metropolitan Asylums district (in this section called "the managers") in respect of the lands in the parish of Fulham shall apply and have effect during the maintenance and user of the Western Hospital and Ambulance Station for the purposes of a hospital:

(*a.*) No engines waggons trucks carriages or vehicles adapted for use on railways shall without the consent in writing of the managers be placed upon or taken from the said lands between the hours of ten in the evening and six in the morning:

(*b.*) The Company shall if required at any time by the managers erect and maintain along the south-eastern boundary of the said lands a substantial wall of such height as the managers may require not exceeding fifteen feet.

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

24. And whereas in the construction of the works by this Act authorised or otherwise in exercise by the Company of the powers of this Act it may happen that portions only of the lands houses or other structures or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto:

Therefore the owners of and other persons interested in the lands and structures described or referred to in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury

arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without such material detriment as aforesaid be required to sell and convey to the Company the portions only of their premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or other person shall fail to notify to the Company that he alleges such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them and the effect of this enactment shall be stated in every such notice to sell and convey Provided always that if in the opinion of the said tribunal any such portions cannot be severed from the remainder of such property without such material detriment the Company may withdraw their notices to treat for the portion or portions of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice Provided also that if in the opinion of such tribunal any such portions can notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained.

Period for compulsory purchase of lands by Company.

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

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Power to deviate in construction of new roads &c.

26. The Company may in constructing the new roads and 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 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 road as shown on the said sections.

Roads not to be stopped up till substituted roads completed.

27. The Company shall not stop up any road or footpath by this Act authorised to be stopped up until they shall have completed to the satisfaction of two justices 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 Provided that the Company shall before applying to such justices for their certificate that such road or footpath is completed to their satisfaction give seven days notice in writing of their intention to apply for the same to the road authority of the district in which such road or footpath is situate.

Provisions as to repair of new roads &c.

28. The new roads and footpaths to be made under the authority of this Act (other than any road or footpath made or diverted for the purposes of the deviation railway by this Act authorised and except the stone iron or other structure carrying any new road or footpath over any railway which structure shall unless otherwise agreed 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 streets and footpaths within the townships or parishes in which such new roads and footpaths will be situate are from time to time liable to be repaired or maintained.

Extinguishment of rights of way.

29. 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.

30. 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.

Restriction on displacing persons of labouring class.

31.—(1.) The Company shall not under the powers of this Act purchase or acquire in any parish in the Metropolis as defined by the Metropolis Management Act 1855 twenty or more houses or in any other city borough or urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

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

(*b*.) Shall have given security to the satisfaction of the said Secretary of State or the Local Government Board (as the case may be) for the carrying out of the scheme.

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

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

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

Provided that the said Secretary of State or the Local Government Board (as the case may be) may dispense with the last-mentioned requirement subject to such conditions if any as they may see fit.

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

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

Provided that the court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands beyond the Metropolis by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which

capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

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

(8.) All buildings erected or provided by the Company within the Metropolis for the purpose of any scheme under this section shall be subject to the provisions of the Metropolitan Building Act 1855 and the Metropolis Management Act 1855 and any Acts amending those respective Acts.

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

(10.) The said Secretary of State may direct any inquiries to be held which he may deem necessary in relation to any scheme under this section and may appoint inspectors for the purposes of any such inquiry and the inspectors so appointed shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

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

(12.) The Company shall pay to the said Secretary of State any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a reasonable sum to be fixed by the said Secretary of State for the services of such inspector or (as the case may be) shall

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

Power to Company and North London Company to make agreements.

32. The Company and the North London Company may from time to time enter into and carry into effect agreements with respect to the following matters or any of them (that is to say):

The transfer to and vesting in the Company either alone or jointly with the North London Company of all or some of the powers rights duties and obligations of the North London Company under the North London Railway Act 1885:

The transfer to and vesting in the Company of all or some of the lands or interests in lands and other property acquired or authorised to be acquired by the North London Company under the said Act:

The payments or other consideration to be made or given by the Company to the North London Company in respect of any such transfer or vesting.

Power to North London Company to lease arches.

33. Subject to the provisions of this Act the North London Company may grant and the Company may accept a lease or leases for such term at such rent and subject to such covenants and conditions as may be agreed upon between the said Companies of so many of the arches supporting the railway of the North London Company as are situate between Pearson Street and Dunloe Street and the Company may hold and use the same for the purposes of their undertaking Provided that nothing in any such lease shall interfere with the maintenance or working of the North London Railway.

Confirming agreement with Mersey Railway Company.

34. The heads of agreement dated the twenty-third day of July one thousand eight hundred and eighty-eight made between the Company and the Great Western Railway Company as joint owners of the Birkenhead Railway of the one part and the Mersey Railway Company of the other part as set forth in the Third Schedule to this Act are hereby confirmed and made binding upon the parties thereto and the heads of agreement dated the fifth day of August one thousand eight hundred and eighty-seven made between the same parties as set forth in the Third Schedule to the Mersey Railway Act 1887 and for which the first-mentioned heads of agreement are

substituted are hereby cancelled and annulled and the 75th section of the said Act confirming the same is hereby repealed.

Extending certain provisions of section 43 of London and North-Western Railway (Additional Powers) Act 1883.

35. The provisions contained in sub-sections 6 to 11 both inclusive of section 43 of the London and North-Western Railway (Additional Powers) Act 1883 shall extend and apply to all and any of the docks wharfs quays yards warehouses and other works and conveniences of the Company specially appropriated for the purpose and to goods warehoused or deposited at any such docks wharfs quays yards warehouses and other works and conveniences.

Vesting in Company of portion of North Union Railway.

36. From and after the passing of this Act the portion of the North Union Railway lying between Parkside junction and Euxton junction and all branches stations works and conveniences connected therewith and all lands houses and buildings and rights or interests in lands and powers relating thereto upon or connected with the said portion of railway and all additions thereto and alterations therein and widenings thereof shall (subject to the provisions of this Act) be vested in the Company solely freed and discharged from all claims rights or interests of the Lancashire and Yorkshire Company therein or thereto (except running powers and traffic facilities if any) and the same portion of railway shall upon and from such vesting be part of the undertaking of the Company.

Vesting in Lancashire and Yorkshire Company of portion of North Union Railway.

37. From and after the passing of this Act the portion of the North Union Railway lying between Bolton junction and Euxton junction and all branches stations works and conveniences connected therewith and all lands houses and buildings and rights or interests in lands or powers relating thereto upon or connected with the said portion of railway and all additions thereto and alterations therein and widenings thereof shall (subject to the provisions of this Act) be vested in the Lancashire and Yorkshire Company solely freed and discharged from all claims rights or interests of the Company therein or thereto (except running powers and traffic facilities if any) and the same portion of railway shall upon and from such vesting be part of the undertaking of the Lancashire and Yorkshire Company.

As to remaining portions of North Union Railway.

38. Nothing in this Act shall alter prejudice or affect the rights privileges interests or liabilities of the Company and the Lancashire and Yorkshire Company either as between themselves or as regards third parties in to or in respect of any portion or portions of the North Union Railway which is or are not by this Act vested in the Company solely or the Lancashire and Yorkshire Company solely.

As to surplus lands on North Union Railway.

39. The Company and the Lancashire and Yorkshire Company may enter into and carry into effect agreements with respect to the division and apportionment between them and the vesting in them

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respectively of the superfluous lands in connection with the undertaking of the North Union Company and with respect to the payment apportionment and observance by them respectively of any existing debts liabilities engagements contracts obligations and encumbrances affecting the said undertaking but nothing in any such agreement shall vary the obligations of the two companies or either of them in respect of the sale of such superfluous lands.

Extending time for sale of certain superfluous lands of Company.

40. Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated the periods for and within which the Company may hold sell and dispose of any superfluous lands connected with the railways or situate in the parishes respectively described or mentioned in the Second Schedule to this Act are hereby extended for the periods following that is to say as regards such of the said lands as are situate near to or adjoining any railway or station of the Company for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act.

Extending time for sale of certain superfluous lands of Company and Manchester Sheffield and Lincolnshire Railway Company.

41. Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or the Manchester Sheffield and Lincolnshire Railway Company with which that Act is incorporated the periods for and within which the Company and the Manchester Sheffield and Lincolnshire Railway Company jointly may hold sell and dispose of any superfluous lands connected with the railways jointly owned by those companies are hereby extended for the periods following that is to say as regards such of the said lands as are situate near to or adjoining the said railway or any station thereon for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act.

Extending time for sale of superfluous lands connected with Portpatrick and Wigtownshire Railways.

42. Notwithstanding anything to the contrary in the Lands Clauses Consolidation (Scotland) Act 1845 or in any Act relating to the Company or the Midland Company or the Caledonian Railway Company or the Glasgow and South-Western Railway Company with which that Act is incorporated the periods for and within which those companies may hold sell and dispose of any superfluous lands connected with the Portpatrick and Wigtownshire Railways are hereby extended for the periods following that is to say as regards such of the said lands as are situate near to or adjoining the said railway or any station thereon for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act.

Power to apply corporate funds to purposes of Act.

43. 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.

Saving rights of the duchy of Lancaster.

44. Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to Her Majesty in right of Her duchy of Lancaster without the consent in writing of the Chancellor for the time being of the said duchy first had and obtained which consent the said Chancellor is hereby authorised to give or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by Her Majesty Her heirs or successors in right of her said duchy.

Saving rights of Crown under Crown Lands Act.

45. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections 21 and 22 of the Crown Lands Act 1866 and belonging to or exerciseable on behalf of Her Majesty Her heirs or successors.

Provision as to general Railway Acts.

46. Nothing in this Act contained shall exempt the Company the North London Company and the Lancashire and Yorkshire 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.

47. 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.

Describing Lands Buildings and Manufactories whereof portions only are required to be taken by the Company.

No. on Deposited Plans.	Parish.	Description of Property.
	Deviation at Penrith.	
3	Dacre - -	Plantation.
5	Ditto - -	Plantation.
6	Ditto - -	Pasture land.
2	Penrith - -	Pasture land.
	Shaw Carr Footpath.	
19	Huddersfield -	Field watercourse and slope.
	Lands at Dukinfield.	
3	Stockport - -	Vacant land and spoil banks.
4	Ditto - -	Spoil bank and tramways.

SECOND SCHEDULE.

Superfluous Lands of the Company.

Roade Northampton and Rugby Railway.
Bolton and Kenyon Railway Widenings and Deviations.
Heaton Norris and Guide Bridge Railway.
Dundalk Newry and Greenore Railway.
Birmingham and Sutton Coldfield Railway.
Darlaston Branch.
Tipton Branch.
Whitchurch and Tattenhall Railway.
Mold and Treiddyn Branch.
Prestatyn and Cwm Railway.

Parishes.

Mucking, Corringham, Fobbing } County of Essex.
Liverpool (Lancaster).
St. Thomas Dublin.

THIRD SCHEDULE.

Heads of Agreement made and entered into the 23rd day of July 1888 between the London and North-Western Railway Company and the Great Western Railway Company as joint owners of the Railway known as the Birkenhead Joint Railway (herein-after called "the Joint Companies") of the one part and the Mersey Railway Company (herein-after called "the Mersey Company") of the other part.

Whereas the Mersey Company have represented to the Joint Companies that they are unable to carry out the provisions of certain heads of agreement made and entered into between the Companies parties hereto of the 5th day of August 1887 and scheduled to and confirmed by the Mersey Railway Act 1887 and they have accordingly applied to the Joint Companies to modify and alter the provisions of that agreement which the Joint Companies have consented to do upon the terms and conditions herein contained Now therefore it is hereby mutually declared and agreed by and between the Companies parties hereto as follows:—

1. This agreement shall be in substitution for and in lieu of an agreement of the 5th day of August 1887 entered into between the Companies parties hereto and scheduled to and confirmed by the said Mersey Railway Act 1887 which agreement is hereby cancelled and annulled.

2. The Joint Companies shall as soon as they obtain possession of the land requisite for the purpose construct and before the 1st day of May 1891 complete and for ever thereafter maintain the lines of railway station and works shown on the plan signed by Robert Edward Johnston on behalf of the Joint Companies and Sir C. Douglas Fox on behalf of the Mersey Company with reference hereto.

3. The present junction of the Mersey Railway with the Birkenhead Joint Railway near Union Street Birkenhead shall be altered by and at the cost of the Joint Companies in manner shown upon the said plan And the Mersey Company shall have the same rights and be subject to the same liabilities of every kind in respect of such altered junction as they are in respect of the present junction.

4. Upon the completion of the said works the Mersey Company for the purposes of their coaching traffic shall be entitled in common with the Joint Companies to run over and use the two westerly lines shown upon the said plan and the westerly portion of the Rock Ferry station coloured red on the said plan.

5. The Mersey Company shall pay to the Joint Companies for such use of the lines of railway station land and works mentioned in Article 2 hereof the sums herein-after mentioned.

6. The payments to be made as provided by Article 5 hereof shall be such a proportion of the receipts accruing to the Mersey Company from all through booked coaching traffic passing over the said lines of railway and arising at

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the Rock Ferry station or beyond and destined for any station on or beyond the Mersey Railway and vice versâ as shall yield for the first year after the completion of the said lines and works the sum of two thousand pounds and for the second year two thousand five hundred pounds and for the third and every subsequent year (subject as provided by Article 12) the sum of three thousand pounds Provided always that if in any year as aforesaid a toll of one halfpenny per passenger together with the payments provided for in the Schedule hereto upon all through booked coaching traffic shall yield more than the several payments herein-before respectively reserved the amount payable for passengers to the Joint Companies shall be calculated at the rate of one halfpenny per passenger In the event of the sum so yielded as last aforesaid in any year exceeding the sum of three thousand pounds per annum any excess shall be paid over to the Mersey Company until the same shall amount to twenty-five per centum of the whole sum yielded in that year and the balance thereof shall belong and be paid to the Joint Companies.

7. The Joint Companies shall accommodate the coaching traffic of the Mersey Company in the Rock Ferry station and shall afford all requisite facilities and services for the working and conduct of such traffic in that station as if it were the proper traffic of the Joint Companies Provided that the Mersey Company shall be at liberty if they so desire to appoint at their own expense their own platform inspectors at Rock Ferry station and if an arbitrator appointed as herein-after mentioned finds that the Joint Companies have not afforded due facilities for booking the passengers of the Mersey Company their own booking clerks and sufficient space shall be provided and every facility rendered at that station and at all other stations on the Birkenhead Joint Railways for the display of time bills notices and placards relating to the Mersey traffic.

8. The expense of working the said station shall be apportioned between the Joint Companies and the Mersey Company according to user and in default of agreement shall be determined by arbitration in manner herein-after provided Each Company shall be responsible for the acts and defaults of their own drivers and other servants in charge of their respective trains but the Rock Ferry station the portion of line intermediate between the junction of the Mersey Railway with the line of the Joint Companies and the said station and the staff on the said portion of line and at the said station shall in respect of the traffic and property of the Joint Companies and of the Mersey Company respectively be considered as the portion of line station and staff respectively of the companies or company so using such station or portion of line and the Mersey Company shall be at liberty to fix their own rates and fares for coaching traffic to and from Rock Ferry station as if it were a station on their own railway.

9. Through rates and fares for coaching traffic viâ Rock Ferry and the apportionment thereof shall be agreed or in case of difference fixed and apportioned in accordance with the provisions of the Railway and Canal Traffic Act 1888 relating to through rates by an arbitrator under the provisions of the Railway Companies Arbitration Act 1859.

10. In respect of receipts from coaching traffic arising or exchanged at Rock Ferry the lines of railway and station referred to in Article 2 hereof (in respect of the user of which the Mersey Company are to pay the sums mentioned in Article 6) shall be treated as part of the Mersey Railway but the portion of the receipts accruing to the Mersey Company shall be subject to the payment thereout of the sums provided for by Article 6.

11. If at any time or from time to time the common use by the Joint Companies and the Mersey Company of the two lines on which the traffic of the Mersey Company may for the time being be carried shall in the opinion of an arbitrator have become inconsistent with the punctual regular and convenient working of the Mersey Company's trains either upon those lines or upon the Mersey system generally such arbitrator may direct to what extent either wholly or partially and under what circumstances and under what terms and conditions the Joint Companies shall discontinue to use such two lines and within a reasonable time after such direction the Joint Companies shall cease to use the two lines accordingly until such time as the circumstances of the traffic in the opinion of the arbitrator again permits of the use of those lines in common.

12. The Joint Companies shall at any time after the expiration of three years from the completion of the line and works provided for by Article 2 be at liberty to lay two additional rails to the northward of Rock Ferry station in such manner as they may think most convenient so long as they shall afford to the Mersey Company the use for the purposes of their traffic as herein provided of two lines of rails the Joint Companies being at liberty to make at their own cost such alterations in the junction (and works connected therewith) of the Mersey Railway with the lines of the Joint Companies as may be necessary for securing to the Mersey Company a convenient exercise of the running powers over the altered lines when constructed and if any alterations are made by the Joint Companies in the junction with the Mersey Railway the Mersey Company shall have the same rights and be subject to the same liabilities in respect of such altered junction as they have been or are subject to with respect to the then existing junction Upon the completion of the said two additional lines from Rock Ferry station to a point opposite the junction of the Mersey Railway the minimum payment to be made as provided by Article 6 shall be increased from three thousand pounds to four thousand two hundred pounds per annum and the right of the Joint Companies to use the lines provided for the Mersey Company shall cease.

13. The Joint Companies shall be at liberty at any time and from time to time to alter or enlarge their railway or the station and works at Rock Ferry Provided always that they shall afford to the Mersey Company accommodation equal in all respects to that to which they are entitled under this agreement Any difference as to the nature or extent of such accommodation to be decided in default of agreement by arbitration as herein-after provided.

14. Traffic settlements including all payments under Articles 5 and 6 of this agreement shall be made monthly through the Clearing House all other payments to be made quarterly.

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15. The Companies parties hereto shall use their best endeavours to obtain the sanction of Parliament to this agreement either in the present or in any ensuing session of Parliament and shall concur in applying to Parliament for powers so far as may be necessary to carry out these heads of agreement The Mersey Company shall proceed with the promotion of their Bill now pending in Parliament providing inter alia for the abandonment by the Mersey Company of the Railways 3 and 4 of their Act of 1887 and for the release of the Parliamentary deposit in relation thereto.

16. Except when herein-before otherwise expressly provided all questions as to the mode of carrying these heads of agreement into effect and all other differences arising thereout shall be settled by arbitration according to the provisions of the Railway Companies Arbitration Act 1859.

17. This agreement is made subject to the sanction of Parliament and to such alteration as Parliament may see fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to any of the parties hereto to withdraw from the same.

In witness whereof the Joint Companies and the Mersey Company have caused their respective common seals to be hereunto affixed the day and year first above written.

SCHEDULE.

The tolls to be paid by the Mersey Company in respect of coaching traffic other than passengers shall be such as may be agreed or failing agreement settled by arbitration in manner herein-before provided in Article 9.

Passed under the common seal of the within-named London and North-Western Railway Company in the presence of

(Signed) S. Reay
Secretary.

London and North-Western Railway Company.

Passed under the common seal of the within-named Great Western Railway Company in the presence of

(Signed) G. H. Mills
Assistant Secretary.

Great Western Railway Company.

Passed under the common seal of the within-named Mersey Railway Company in the presence of

(Signed) Geo. Hy. Langham
Secretary.

Mersey Railway Company.

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