CHAPTER cxxxvii.

An Act for conferring further powers upon the London and North-western Railway Company in relation to their own Undertaking and other Undertakings in which they are interested jointly with other Companies and also for conferring Powers upon the Great Western Railway Company the Central Wales and Carmarthen Junction Railway Company the Harrow and Stanmore Railway Company and other Railway Companies in relation to such other Undertakings and for vesting in the London and North-western Railway Company the Undertaking of the Central Wales and Carmarthen Junction Railway Company and for other purposes. [21st July 1891.]

A.D. 1891.

(New works of Company.)

WHEREAS it is expedient that the London and North-western Railway Company (in this Act called "the Company") should be empowered to make the new railways and 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:

(Company and Great Western Company.)

And whereas it is expedient that the Company and the Great Western Railway Company (in this Act called "the Great Western Company") should be empowered to execute the works and acquire the lands in this Act mentioned or referred to in that behalf:

(Extension of time: Stalybridge Junction Railway.)

And whereas it is expedient that the powers of the Company for the acquisition of lands for and for the construction of the Stalybridge Junction Railway authorised by the London and North-western Railway Act 1888 should be extended as in this Act provided:

A.D. 1891.

(Plans and sections deposited.)

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

(Walsall floods.)

And whereas the railways of the Company and adjoining properties at Walsall in the county of Stafford are liable to injury from the floods caused by the overflowing of the brook or watercourse which flows along or near the east side of the Company's South Staffordshire Railway and it is expedient that with the view of preventing such floods the Company be empowered to deepen dredge and otherwise improve the said stream and exercise the other powers in that behalf in this Act mentioned:

(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 Great Western Company in respect of the railways jointly owned by those Companies and upon the Company and the Lancashire and Yorkshire Railway Company in respect of railways jointly owned by those Companies and upon the Company and the Manchester Sheffield and Lincolnshire Railway Company in respect of railways jointly owned by those Companies 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:

(Vesting of Central Wales Company's undertaking.)

And whereas the Central Wales and Carmarthen Junction Railway Company (in this Act called "the Central Wales Company") have agreed to sell and the Company have agreed to purchase the undertaking of the Central Wales Company for the sum of one hundred and thirty-seven thousand five hundred pounds and it is expedient that provision should be made as contained in this Act for the transfer of the said undertaking to the Company in pursuance of the said agreement:

And whereas all the proprietors of the preference stocks of the Central Wales Company and all the proprietors of the ordinary capital of that company amounting to two hundred and forty-six thousand five hundred pounds except the holders of seventeen

thousand and fifty pounds of such capital from whom no answer has been received have consented in writing to the said agreement and to the application of the purchase money to the purposes and in the manner provided by this Act:

And whereas it is expedient that the Company should be authorised to raise capital for the purposes of and in connexion with the undertaking of the Central Wales Company and for those purposes to create and issue debenture stock as provided by this Act:

(Agreements with Harrow and Stanmore Railway Company.)

And whereas it is expedient that the Company and the Harrow and Stanmore Railway Company should be empowered to enter into and carry into effect agreements as provided by this Act and that the agreement between those Companies set forth in the Third Schedule to this Act should be confirmed:

(Additional capital.)

And whereas it is expedient that the Company and the Great Western Company should respectively be empowered to apply their funds to the purposes of this Act in which they are interested:

(Amendment of Acts.)

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

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

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

Short title.

1. This Act may be cited for all purposes as the London and North-western Railway Act 1891.

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 Acts:

The Railways Clauses Consolidation Act 1845:

Part I (relating to the construction of a railway) Part II (relating to extension of time) Part III (relating to working agreements) and Part V (relating to amalgamation) of the Railways Clauses Act 1863:

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

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated

A.D. 1891.

herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction:

The expression "the two Companies" means the Company and the Great Western Company:

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

Power to Company to make railways.

4. Subject to the provisions of this Act the Company may make and maintain in the lines shown on the deposited plans and according to the levels shown on the deposited sections the new railways 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 as may be required for the purposes thereof or in connexion therewith:

The new railways herein-before referred to and authorised by this Act are—

(Railway at Peasley Cross.)

A railway at Peasley Cross seven furlongs five chains and seventy-five links in length to be wholly situate in the township of Sutton in the parish of Prescot in the county of Lancaster commencing by a junction with the Pocket Nook Branch of the Company's Saint Helen's Railway and terminating by a junction with the Blackbrook Branch of the same railway:

(Railway at Buxton.)

A railway at Buxton one furlong four chains and forty links in length to be wholly situate in the township of Fairfield in the parish of Hope in the county of Derby commencing by a junction with the Company's Buxton Branch Railway and terminating by a junction with the Company's Buxton and High Peak Junction Railway now in course of construction.

Tolls &c. for new railways.

5. With respect to tolls rates and charges and for all other purposes whatever the new railways shall be part of the Company's undertaking and the Company may subject to the provisions of the Railway and Canal Traffic Act 1888 demand tolls rates and charges not exceeding the following (that is to say):—

In respect of the railway at Peasley Cross the tolls rates and charges authorised by the Act (local and personal) ninth and tenth Victoria chapter two hundred and four entitled "An Act "to consolidate the London and Birmingham Grand Junction

" and Manchester and Birmingham Railway Companies " and in respect of the railway at Buxton the tolls rates and charges authorised by the Stockport Disley and Whaley Bridge Railway Extension Act 1857 :

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

Power to divert roads as shown on deposited plans.

6. The Company may divert alter and stop up in the manner shown upon the deposited plans and sections relating to the new railways 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.

For the protection of the Corporation of St. Helen's.

7. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the town of St. Helen's (in this section called " the corporation ") shall with reference to the railway at Peasley Cross by this Act authorised (in this section called " the railway ") apply and have effect (that is to say) :—

(1) If within one month after the Company shall have given to the corporation notice in writing of their intention to commence the construction of the railway the corporation shall by notice in writing to the Company so require the Company shall by extension on the south side thereof widen their existing bridge at Peasley Cross Station to the width of at least thirty feet between the parapets and the cost of such widening shall be borne by the corporation and the Company in equal shares :

(2) The Company shall subject to the provision by the corporation of any lands beyond the limits of deviation shown on the deposited plans which may be necessary for such purpose at their own expense form the eastern approach to the said Peasley Cross Bridge from the bridge to a point two hundred and ten

A.D. 1891.

feet beyond the termination of the approach shown on the deposited sections of the full width throughout of not less than thirty-six feet with a gradient not steeper than 1 in 20 from the bridge to Ramford Street and of a uniform gradient for the remainder of the distance:

(3) Any lands beyond the limits of deviation shown on the deposited plans necessary for the purpose of forming the said eastern approach of the required width shall be provided by and at the cost of the corporation:

(4) The Company shall pave flag channel and complete the said eastern approach and also the road over and upon the said bridge to the satisfaction of the corporation and thereafter the corporation shall repair and maintain the road on the bridge and the said approach (exclusive of any portion of the structure of the bridge):

(5) The bridge for carrying the railway over Sutton Road shall be constructed of one clear span of not less than thirty-six feet with a headway of not less than sixteen feet throughout the whole length and width of the bridge:

(6) The said bridge over Sutton Road shall be made and maintained so as to prevent as far as reasonably practicable the dripping of water therefrom:

(7) Before commencing the construction of the bridge over Sutton Road the Company shall give to the corporation at least two months notice in writing of such their intention and if within that period the corporation shall give to the Company notice in writing that they require the bridge to be made of the clear span of forty-two feet the Company shall construct such bridge of that span and the corporation shall pay to the Company any additional cost consequent on the construction of such bridge of the width of forty-two feet instead of thirty-six feet and any difference between the Company and the corporation as to the amount of such additional cost shall be determined by arbitration in manner herein-after provided:

(8) The Company shall not affix or exhibit or permit to be affixed or exhibited upon the parapets or abutments of the said bridges or the walls of the said approach facing the public streets any placards or advertisements except such as relate to the business of the Company:

(9) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections eighteen to twenty-three inclusive shall so far as the same are applicable subject to the provisions of this Act extend and apply to the water and gas mains pipes

and apparatus of the corporation and whenever in those sections the words "company" or "society" are used the same shall for the purposes of this Act be held to extend to and include the corporation:

(10) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer or drain gas or water main or apparatus the Company shall repay to the corporation such cost:

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

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

(13) Any difference which may arise between the corporation and the Company respecting any of the matters referred to in this section shall be determined by an engineer to be appointed at the request of either party by the President for the time being of the Institution of Civil Engineers.

Period for completion of new railways.

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

Penalty imposed unless new railways opened within the time limited.

9. If the Company fail within the period limited by this Act to complete the new railways 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 uncompleted railway or railways is or are 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 such railway or railways and the said penalty may be applied for by any landowner or other person claiming to be compensated in reference to the railway or railways in respect of which the penalty has been incurred in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854:

A.D. 1891.

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 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 uncompleted railway or railways by unforeseen accident or circumstances beyond their control Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty for non-completion of railways.

10. 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 railway or railways in respect of which the penalty has been incurred 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 railway or railways and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit:

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 if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed or if the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be wholly or in part paid to such receiver or to the liquidator or liquidators of the Company or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company.

Power to Company to make new roads and other works.

11. 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 herein-after 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):—

(Road at Higham Ferrers.)

They may in the parishes of Higham Ferrers and Chelveston-cum-Caldecott in the county of Northampton alter and divert so much of the existing road which crosses on the level the Company's Northampton and Peterborough Railway at the Higham Ferrers Station between points respectively one hundred and ninety yards or thereabouts south and one hundred and twenty yards or thereabouts north-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 road between points respectively fifteen yards or thereabouts south and ten yards or thereabouts north of the said level crossing:

They may make a new road along the north side of the said railway between the said intended diversion and the existing road and may make a new footpath south of the said railway between the said diversion and the said road:

(Footpath at Narborough.)

They may in the township and parish of Narborough in the county of Leicester stop up and discontinue all rights of footpath over the level crossing on the Company's South Leicestershire Railway at the Narborough Station and carry the footpath over the railway by means of a footbridge:

(Road at Whaley Bridge.)

They may in the township of Yeardsley-cum-Whaley in the parish of Taxal in the county of Chester make a new road commencing by a junction with the public road which crosses on the level the Company's Stockport Disley and Whaley Bridge Railway at the west side of the level crossing at the Whaley Bridge Station thence passing under the said railway by means of the existing bridge situate forty yards or thereabouts south of the said level crossing and terminating by a junction with the said

A.D. 1891.

public road at a point forty yards or thereabouts south-east of the said level crossing and may stop up and discontinue all rights of way over so much of the said public road as lies between points respectively five yards or thereabouts west and seven yards or thereabouts east of the said level crossing and make a new footbridge over the said railway:

(Works and lands at Warrington.)

They may in the township and parish of Warrington in the county of Lancaster alter and divert so much of the public road known as Factory Lane as extends for a distance of one hundred and fifty yards or thereabouts north of the bridge carrying the Company's Grand Junction Railway over that road at Warrington Bank Quay Station and may construct a bridge over the said road as proposed to be diverted at a point fifty yards or thereabouts north of the said first-mentioned bridge and may stop up and discontinue all rights of way over so much of the existing road as is proposed to be diverted:

They may extend for a distance of twelve yards or thereabouts in a westerly direction the said bridge carrying the Company's Grand Junction Railway over Factory Lane:

They may enter upon take use and hold certain lands lying on the west side of and adjoining the Company's Grand Junction Railway and extending for a distance of one hundred and thirty yards or thereabouts southward from the bridge carrying the said Grand Junction Railway over the Company's Garston Warrington and Altrincham Railway and may divert and carry along the west side of the said lands the footpath which now passes along the west side of the said Grand Junction Railway between the south end of the said lands and the northern side of the said Garston Warrington and Altrincham Railway and may construct a new footbridge in lieu of the existing footbridge over the said Garston Warrington and Altrincham Railway:

(Marsden footpath.)

They may in the township of Marsden in Huddersfield in the parish of Huddersfield in the west riding of the county of York stop up and discontinue so much of the footpath which crosses the Company's Huddersfield Canal one hundred yards or thereabouts west of the bridge lately constructed over the said canal and the Company's Huddersfield and Manchester Railway at Marsden Station as extends from the north side of the said railway to a point near Clough Lee Mill one hundred and sixty-five yards or thereabouts measured along the said footpath south-east of the said canal and may make a new footpath between the last-mentioned point and the south end of the said bridge at Marsden Station:

A.D. 1891.

They may enter upon take use and hold certain lands lying between the said bridge and Clough Lee Mill:

(Churwell footpaths.)

They may in the township of Beeston in the parish of Leeds in the west riding of the county of York stop up and discontinue so much of the footpaths which cross the Company's Leeds and Dewsbury Railway on the level at the distance of five hundred and thirty yards or thereabouts north of the Churwell Station as lies between the fences of the Company's said railway and may carry the same over the railway by means of a footbridge and make a new footpath along the western side of the said railway between the said level crossings:

(Footpath at Tywyn.)

They may in the parish of Abergele in the county of Denbigh stop up and discontinue so much of the public footpath which crosses the Company's Chester and Holyhead Railway on the level at or near Miller's Cottage Tywyn as lies between points respectively fifty-five yards or thereabouts south and forty yards or thereabouts north of the centre of the said level crossing and may carry the said footpath over the said railway by means of the existing footbridge at or near the said level crossing which footbridge and the approaches thereto shall for the purposes of this Act be deemed to be a new footpath to be made under the authority of this Act:

(Road at Hollybush.)

They may in the parish of Bedwellty in the county of Monmouth alter the levels of so much of the road which passes along the west side of the Company's Sirhowy Railway as extends for a distance of forty yards or thereabouts northward from the Hollybush Inn and may stop up and discontinue so much of the footpath which crosses the said railway on the level at or near the said inn and six hundred yards or thereabouts south of the Hollybush Station as lies between the boundaries of the Company's property and may carry the said footpath over the said railway by means of a footbridge:

They may enter upon take use and hold certain lands lying on the east side of the said railway near the said level crossing:

(Tredegar footbridge.)

They may stop up and discontinue all rights of footpath along the road which crosses on the level the Company's Sirhowy Railway at Tredegar Station between points on that road respectively forty yards or thereabouts north-west and thirty-five yards or thereabouts south-east of the said level crossing and may construct a footbridge in lieu thereof.

For the protection of the Corporation

12. For the protection of the mayor aldermen and burgesses of the borough of Warrington (in this section called "the corporation")

A.D. 1891.

of Warrington.

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

(1) Sub-sections three four five and six of section twenty-one (For the protection of the Corporation of Warrington) of the London and North-western Railway Act 1890 shall extend and apply mutatis mutandis to and in relation to the works in this Act authorised so far as they affect the works or property of the corporation or any rights powers or authorities vested in the corporation :

(2) In carrying out under the provisions of this Act the construction of the extension of the bridge which carries the Company's Grand Junction Railway over Factory Lane the Company shall observe perform and fulfil the following provisions stipulations and conditions (namely) :—

(1) The Company shall line with white glazed bricks the vertical walls under the extension of the said bridge ;

(2) The Company shall provide fix and maintain to the reasonable satisfaction of the corporation two lamps to be placed in such positions under or near the existing bridge and the extension as shall be agreed between the corporation and the Company such lamps to be lighted at the cost of the Company at the same time or times as the other lamps in the district are usually lighted ;

(3) The Company shall construct a sewer for draining the new road and footpath and shall carry such sewer under and across the Garston Warrington and Altrincham Railway on the west of the bridge carrying the Grand Junction Railway over Factory Lane and in such a position as may be agreed between the Company and the corporation such sewer to be of not less capacity than that of the existing sewer under Factory Lane and the footpath proposed to be diverted ;

(4) The Company shall construct the deviation of Factory Lane so as to be not less than twenty-five feet in width from the north-west side of the extension of the said bridge to the point M on the deposited plans ;

(5) The Company shall construct the bridge carrying the siding over Factory Lane to the works of Messrs. Robinson Skinner and Company Limited with a headway of not less than ten feet four inches above the level of the road and with a clear width between the abutments of not less than twenty-five feet.

Power to Company to acquire additional lands &c.

13. 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 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 and may execute the works and exercise the powers herein-after mentioned and so far as such works are shown upon the deposited plans and sections in accordance with those plans and sections (that is to say) :—

In the county of Middlesex—

Certain lands in the parishes of Acton and Willesden lying on the north side of and adjoining the Company's London and Birmingham Railway and between Station Road Willesden and the Midland Railway : (Lands at Willesden.)

Certain lands in the parish of Willesden lying on the north side of and adjoining the Company's London and Birmingham Railway and between Acton Lane and the River Brent : (Lands at Brent.)

Certain lands in the parish of Harrow-on-the-Hill lying on the north-east side of and adjoining the Company's London and Birmingham Railway and east of and near to the Sudbury and Wembley Station : (Lands at Sudbury.)

In the county of Buckingham—

Certain lands in the parish of Fenny Stratford lying on the north side of and adjoining the Company's Bletchley and Bedford Railway and five hundred yards or thereabouts west of Fenny Stratford Station : (Lands at Fenny Stratford.)

In the county of Warwick—

Certain lands in the township of Thurlaston in the parish of Dunchurch lying on the west side of and adjoining the Company's Rugby and Leamington Railway and seven hundred and fifty yards or thereabouts south-west of the bridge over that railway near Dunchurch Station : (Lands at Dunchurch.)

Certain lands in the parish of Monks Kirby lying on the north side of and adjoining the Company's Trent Valley Railway and three hundred yards or thereabouts west of Brinklow Station : (Lands at Brinklow Station.)

Certain lands in the parish of Saint Michael with Saint John Coventry lying on the south-west side of and adjoining the Company's Coventry and Nuneaton Railway and north-west and south-east of the road known as Earlsdon Jetty and (Lands at Coventry.)

A.D. 1891.

certain other lands on the south-west side of and adjoining the said railway and three hundred yards or thereabouts north-west of the said road:

In the county of Leicester—

(Lands at Croft.) Certain lands in the parish of Croft lying on the north-west side of and adjoining the Company's South Leicestershire Railway at and near the junction therewith of the sidings of the Croft Granite and Cement Works:

In the county of Stafford—

(Lands at Newton Road.) Certain lands in the parish of West Bromwich lying on both sides of and adjoining the Company's Grand Junction Railway and extending from a point one hundred and ten yards or thereabouts north to a point three hundred and fifty yards or thereabouts south of the Newton Road and they may divert the footpath which now passes along the south-west side of the said railway between Newton Road and the bridge carrying the said railway over the River Tame one hundred yards or thereabouts north-west of that road:

(Lands at Bushbury.) Certain lands in the township and parish of Bushbury lying on the east side of and adjoining the Company's Grand Junction Railway at or near Bushbury Junction and they may divert the footpath which now passes along the east side of the said railway between the road leading to Showell Farmhouse and Bushbury Lane:

In the county of Chester—

(Lands at Middlewich.) Certain lands in the township of Kinderton-cum-Hulme in the parish of Middlewich lying on the west side of and adjoining the Company's Sandbach and Northwich Railway at or near Middlewich Goods Station:

(Lands at Chester.) Certain lands in the parish of Chester lying on the north side of and adjoining the Company's Chester and Holyhead Railway and west of and adjoining Victoria Road:

In the county of Lancaster—

(Lands at Plodder Lane.) Certain lands in the parish of Dean lying on the east side of and adjoining the Company's Little Hulton Extension Railway and north of and near to Plodder Lane Station:

In the county of Derby—

(Lands at Buxton.) Certain lands in the township of Fairfield in the parish of Hope lying on both sides of and adjoining the Company's Buxton Branch Railway and extending for a distance of six hundred yards or thereabouts north-east from Hogshaw Lane and they may construct a bridge over the said lane on the west side of

and adjoining the bridge carrying the said Buxton Branch Railway over that lane:

(Lands at Higher Buxton.)

Certain lands in the township of Buxton in the parish of Bakewell lying on the south-west side of and adjoining the Company's Buxton and High Peak Junction Railway now in course of construction and north-west of and near to the viaduct over the Duke's Drive:

Provided always that in the event of the passing during the present session of the Bill now pending for incorporating the Lancashire Derbyshire and East Coast Railway Company the Company shall not without the consent of the Lancashire Derbyshire and East Coast Railway Company acquire any portions of the lands numbered on the deposited plans 2 3 4 and 5 in the said parish lying to the south-west of the line A B C D on a copy of the deposited plan signed by Francis Stevenson on behalf of the Company and Robert Elliott Cooper on behalf of the Lancashire Derbyshire and East Coast Railway Company:

In the county of Westmoreland—

(Lands at Oxenholme.)

Certain lands in the township of Natland in the parish of Kendal lying on the east side of and adjoining the Company's Lancaster and Carlisle Railway and two hundred yards or thereabouts south of Oxenholme Station:

(Lands at Shap.)

Certain lands in the parish of Shap lying on the west side of and adjoining the Company's Lancaster and Carlisle Railway and north of and adjoining Shap Station:

In the county of Carnarvon—

(Lands at Llandudno Junction.)

Certain lands in the parishes of Llangwystenin and Eglwys-Rhos otherwise Llanrhos lying between and adjoining the Company's Chester and Holyhead Railway and their Bettws-y-Coed Branch at or near Llandudno Junction:

(Lands at Llandudno.)

Certain lands in the parish of Eglwys-Rhos otherwise Llanrhos lying on the east side of and adjoining the Company's Llandudno Branch Railway and property and between Llandudno Station and the road which crosses the said branch railway on the level about half-a-mile south of the said station and certain other lands lying on the west side of and adjoining the said railway and north of and adjoining the said road:

In the county of Salop—

(Lands at Donnington.)

Certain lands in the township of Donnington in the parish of Lilleshall lying on the north-west side of and adjoining the Company's Shropshire Union Railway at Donnington Station.

A.D. 1891.

For protection of the Willesden Local Board.

14. For the protection of the Willesden Local Board the following provisions shall apply and have effect with reference to the powers relating to lands in the parish of Willesden:—

1. Nothing in this Act contained shall in any manner authorise or empower the Company to alter or interfere with the footpath running from the Midland Railway to the Harrow Road near to Saint Mary's Terrace and through the field numbered 3 on the deposited plans:

2. In diverting the footpath running through fields numbered 7 and 8 on the deposited plans the Company shall carry out such diversion in the manner shown on a copy of the deposited plans signed by O. Claude Robson on behalf of the Willesden Local Board and Francis Stevenson on behalf of the Company and such diverted footpath shall not be less than the width of the present path and shall be completed by the Company in all respects to the reasonable satisfaction of the engineer of the said board:

3. In the event of its being found necessary for the Company to divert or interfere with the watercourse passing through fields numbered 5 6 7 and 8 on the deposited plans such diversion or interference shall be carried out to the reasonable satisfaction of the engineer to the said board but the Company shall not be required to construct any culvert over such watercourse of greater dimensions than those of the culvert by means of which the said watercourse now passes under the railway of the Company.

For the protection of Brent feeder.

15. For the protection of the company of proprietors of the Grand Junction Canal and the Regent's Canal City and Docks Railway Company (herein-after referred to as "the canal companies") the following provisions shall have effect with respect to the canal feeder from the Brent Reservoir for the supply of the Paddington Long Level of the Grand Junction Canal and of the Regent's Canal numbered on the deposited plan relating to lands at Brent 4 in the parish of Willesden:—

1. Except only as is by this Act expressly provided nothing in this Act contained shall take away lessen prejudice alter or affect any of the estates rights interests powers or privileges vested in the canal companies and the Company shall not without or otherwise than in accordance with the previous consent of the canal companies in writing under their respective common seals alter the line or levels of the said feeder or the bed thereof or the watercourses or the banks or

boundaries thereof or divert obstruct intercept cut off take use or lessen any of the water flowing in or by means of the feeder or watercourses or which the canal companies or either of them are authorised to take for the supply to or use of the said feeder and the before-mentioned canals or damage injure or interfere with any of the works of the feeder or watercourses or take or use (except for the limited purposes herein-after mentioned) any part of the said feeder or watercourses or of the beds banks or works connected therewith respectively or any land now belonging to the canal companies or either of them or in which they may be interested and nothing in this Act contained shall compel the canal companies or either of them to convey or assign to the Company the fee simple or other interest in any land now belonging to them or either of them or in which they may be interested but the same shall remain vested as if this Act had not been passed subject nevertheless to the right of the Company and their successors for ever hereafter to extend for a distance of eighty yards the culvert now constructed over the said feeder where it passes through the lands of the Company and to use the land over such extension of the said culvert for the purposes of their railway :

2. The extension of the culvert shall not be of less dimensions than those of the existing culvert and such extension and all the works connected therewith shall be made and for ever maintained by the Company in good substantial and watertight condition and repair and the feeder under such extension of the culvert shall at all times be cleansed and kept free by the Company from all deposits or accumulations of refuse or growth and so far as relates to all precautions for the safety and preservation of the feeder and watercourses and the free and uninterrupted passage of water along the said feeder and for preserving a free and uninterrupted access to and along the feeder the said extension and all the works connected therewith and all future repairs thereof shall be made and done in accordance with plans to be in every case before the commencement of the works or repairs submitted to and approved by the Regent's Canal City and Docks Railway Company's engineer and the same works and repairs shall be commenced carried on and completed under his superintendence and to his reasonable satisfaction and if and whenever during the progress of any of the works or repairs any damage or injury is occasioned to the feeder or water-

A.D. 1891.

courses or the works thereof the Company shall under the superintendence and to the reasonable satisfaction of such engineer as aforesaid restore the same to the same state and condition as before the happening of the damage or injury and if and whenever during or after the making or repairing of the said extension or any of the works connected therewith by reason of the same or of the making or repairing of the same or by reason of any defect in the making or repairing of the same or by reason of any failure or want of repair of the same any loss of water or any obstruction to the free passage of water along the said feeder occurs and notice thereof in writing is given by or on behalf of the canal companies or either of them to the Company or their secretary or other principal officer and the Company do not within fourteen days after the notice or forthwith if the nature of the case so requires well sufficiently and effectually prevent the loss of water or remove the obstruction or make or do for the purpose under the superintendence and to the reasonable satisfaction of the Regent's Canal City and Docks Railway Company's engineer all proper and sufficient works repairs and things and complete the same with all reasonable expedition the canal companies or either of them from time to time may under the superintendence and to the satisfaction of the said engineer make or do the same and prevent the loss of water or remove the obstruction and the Company shall from time to time pay to the canal companies all the costs and expenses necessarily and properly incurred by them respectively in that behalf and shall also pay to the said engineer his reasonable charges for his services and supervisions in connexion with and incidental to the works under this section :

3. The extension of the said culvert and all the works connected therewith shall be completed within six calendar months after the day on which the same or any of them respectively are commenced and if the same or any of them are not completed within that period then and in every or any or either of the said cases the Company shall pay to the canal companies or either of them all such costs and damages as they may sustain by reason of such non-completion and if and whenever during or after the making or repairing of any of the works by this Act authorised by reason of any defect in the making or repairing of the same or by reason of any failure or want of repair of the same or by

reason of any act neglect or omission of the Company or of their agents servants or workmen any water in the feeder or watercourses leaks escapes runs to waste therefrom or the free passage and running of water along or by means of the feeder or watercourses shall be obstructed the Company shall pay to each of the canal companies all such costs and damages as they may sustain by reason of such leakage or obstruction.

For the protection of the Buxton Local Board.

16. The Company shall unless otherwise agreed observe the following provisions for the protection of the Buxton Local Board:—

1. The bridge over Hogshaw Lane shall be constructed with a span sufficient to preserve the existing width of the lane and with a headway of not less than thirty feet from the surface of the roadway to the soffit of the arch or the underside of the girder as the case may be:

2. If in the construction of the said bridge or any work connected therewith the Company find it necessary to alter divert or otherwise interfere with any sewer or drain belonging to or under the control of the said local board every such interference shall be carried out under the superintendence and to the reasonable satisfaction of the surveyor for the time being of the said local board.

Power to improve brook at Walsall.

17. The Company may deepen dredge and otherwise improve so much of the brook or watercourse in Walsall in the county of Stafford which flows along or near the east side of the Company's South Staffordshire Railway as lies between Mill Lane and The Bridge Walsall and in connexion therewith may enlarge and improve and if necessary take down and rebuild the bridges or archings over the said brook and watercourse adjoining or forming part of the properties occupied by Messieurs Hale Brothers timber and slate merchants Messieurs Charles and E. Mills ironfounders Messieurs David Broadhurst and Son ironfounders and James Thrustans timber and slate merchant and may substitute a tumbling or moveable weir for the fixed weir at The Bridge Walsall.

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

18. And whereas in the construction of the works by this Act authorised or otherwise in the 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:

A.D 1891.

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

Period for compulsory purchase of lands.

19. 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.

Power to deviate in construction of new roads &c.

20. 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.

21. 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.

22. The new roads and footpaths to be made under the authority of this Act (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:

Provided always that nothing in this section shall relieve the Company from any obligation to repair and maintain any road or footpath or any part thereof made or deviated for the purposes of the new railways and the improvement deviation and widenings of existing railways by this Act authorised which they would be bound to repair and maintain under the provisions of the Railways Clauses Consolidation Act 1845.

Extinguishment of rights of way.

23. All rights of way over or along the several roads footpaths courts passages thoroughfares or highways or portions thereof which shall under the provisions of this Act be diverted stopped up and discontinued and over any of the lands which shall be purchased or

A.D. 1891.

acquired under the compulsory powers of this Act shall be and the same are as from the diversion 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.

24. The site and soil of the several roads footpaths courts passages thoroughfares or highways or portions thereof by this Act authorised to be diverted 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.

Extension of time for purchase of lands for Stalybridge Junction Railway.

25. The powers granted by the London and North-western Railway Act 1888 for the compulsory purchase of lands so far as the same relate to or affect the Stalybridge Junction Railway by that Act authorised are hereby extended and may be exercised for or during a period of two years from the seventh day of August one thousand eight hundred and ninety-one and on the expiration of that period the said powers shall cease.

Extension of time for construction of Stalybridge Junction Railway.

26. The time limited by the London and North-western Railway Act 1888 for the construction and completion of the Stalybridge Junction Railway by that Act authorised is hereby extended for a period of three years from the seventh day of August one thousand eight hundred and ninety-one and sections thirteen and fourteen of that Act so far as the same relate to or affect the said railway shall be read and construed accordingly except that no part of any penalty to be incurred in respect of the said railway under those sections shall be forfeited to Her Majesty but all sums of money to be recovered by way of penalty under the said sections shall (subject to the application thereof in payment of compensation or for the benefit of creditors as provided by the said fourteenth section) be repaid to the Company:

If the said Stalybridge Junction Railway be not completed within the said period of three years then on the expiration of that period the powers by the said 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 be then completed.

Powers to two Companies to

27. Subject to the provisions of this Act the two Companies or one of them with the consent of the other may make and maintain

in the lines and according to the levels shown on the deposited plans and sections relating thereto the archway and works herein-after described 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 relating thereto as may be required for those purposes and in addition thereto may for the purposes aforesaid and for other purposes connected with undertakings in which they are jointly interested 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):—

execute works &c.

(Rockferry.) They may in the township of Tranmere in the parish of Bebington in the county of Chester make an additional archway or opening under Bedford Road on the west side of and adjoining the existing archway by which the said road is carried over the Birkenhead Railway and for that purpose may alter the levels of Bedford Road Clyde Street and Highfield Road:

They may enter upon take use and hold certain lands in the said township and parish lying on the east side of and adjoining the Birkenhead Railway at the new Rockferry Station now in course of construction:

(Talley Road.) They may enter upon take use and hold certain lands in the parish of Llandilo-fawr in the county of Carmarthen lying on the north-west side of and adjoining the Vale of Towy Railway at or near Talley Road Station.

Period for compulsory purchase of lands by two Companies.

28. The powers of the two Companies 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.

Power to two Companies to deviate in construction of archway &c.

29. The two Companies may in constructing the archway and other works by this Act authorised to be made by them deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels thereof 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 altered road or street as shown on the said sections.

For the protection of the Corporation of Birkenhead.

30. Nothing in this Act contained shall prejudice alter or affect the provisions contained in an agreement dated the fifteenth day of August one thousand eight hundred and ninety and made between the mayor aldermen and burgesses of the borough of Birkenhead of the one part and the London and North-western Railway Company and the Great Western Railway Company (in the agreement referred to as "the joint companies") of the other part in reference to the

A.D. 1891.

execution of certain works in the township of Tranmere in the borough of Birkenhead.

Power to owners to grant easements.

31. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company or to the two Companies as the case may be any easement right or privilege (not being an easement of water) required for any of the purposes of this Act 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.

Restrictions on displacing persons of labouring class.

32.—(1) Neither of the Companies who are by this Act authorised to acquire lands by compulsion or agreement shall under the powers of this Act purchase or acquire in any city borough or urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company or Companies exercising the said powers—

(A) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after those dates respectively 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 Local Government Board for the carrying out of the scheme.

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

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

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

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

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

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

(6) For the purpose of carrying out any scheme under this section either of the said Companies 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 one hundred and seventy-six and two hundred and ninety-seven of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by either of the said Companies for the purpose of any scheme under this section in the same manner in all respects as if the Company or Companies exercising the said powers 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) Either of the said Companies 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 either of the said Companies in pursuance of any

A.D. 1891.

scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

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

(8) So much of section one hundred and fifty-seven of the Public Health Act 1875 as provides that the provisions of that section and of sections one hundred and fifty-five and one hundred and fifty-six 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 either of the said Companies for the purpose of any scheme under this section.

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

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

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

been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

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

Extending time for sale of certain superfluous lands of Company.

33. 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 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 Great Western Company.

34. Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or the Great Western Company with which that Act is incorporated the periods for and within which the Company and the Great Western Company jointly may hold sell and dispose of any superfluous lands connected with the Shrewsbury and Hereford Shrewsbury and Wellington and Wooferton and Tenbury 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 railways 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 certain superfluous lands of Company and Lancashire and Yorkshire Railway Company.

35. Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or the Lancashire and Yorkshire Railway Company with which that Act is incorporated the periods for and within which the Company and the Lancashire and Yorkshire Railway Company jointly may hold sell and dispose of any superfluous lands connected with the Blackpool and Lytham Railway are hereby extended for the periods following (that is to say) As regards such of the said lands

A.D. 1891.

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 certain superfluous lands of Company and Manchester Sheffield and Lincolnshire Railway Company.

36. 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 Stalybridge Joint Station and the Oldham Ashton-under-Lyne and Guide Bridge Junction Railway 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 station or the said railway or any station thereon for a 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.

Amending Schedule (C) to Company's Act of 1867.

37. And whereas it is expedient that Schedule (C) to the London and North-western Railway (New Works and Additional Powers) Act 1867 should be corrected as herein-after provided Therefore the said schedule and section forty-six of the said Act shall be read and construed as if the rates for copperas herein-after mentioned had been substituted for the rates in the said schedule mentioned in respect of that article (that is to say) :—

Article.	Rates.			
	Inwards.		Outwards.	
	From Parts beyond the Seas.	Coastwise.	To Parts beyond the Seas.	Coastwise.
	s. *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
Copperas - - - per ton	1 0	0 6	0 4	0 2

Dissolution of Central Wales Company and vesting in Company.

38. As on and from the first day of July one thousand eight hundred and ninety-one (which date is in this Act referred to as "the date of vesting") the Central Wales Company are hereby dissolved except for the purpose of winding up their affairs and the undertaking of the Central Wales Company shall on payment of the consideration herein-after mentioned be and is hereby transferred to

and vested in the Company freed and discharged from all debts contracts engagements and pecuniary liabilities of the Central Wales Company :

For the purposes of such vesting the undertaking of the Central Wales Company shall be deemed to be and include all railways lands stations sidings warehouses works and conveniences connected or held therewith or acquired by the Central Wales Company under the powers of any Act relating to that Company and all their rights and interests whether in relation to their own undertaking or in or relating to any other company or undertaking but shall not include any government or other stocks shares or securities standing in the name of the Central Wales Company or in the names of trustees on their behalf or any balance of cash in hand or any moneys that may be due from the Company to the Central Wales Company in respect of traffic or otherwise under existing running powers or any debts or sums of money due from any other person to the Central Wales Company up to the date of vesting :

The transfer and vesting shall be evidenced by a deed of conveyance in which the consideration shall be fully set forth and such deed shall be duly stamped with the proper ad valorem duty and the Company shall produce such deed duly stamped as aforesaid to the Commissioners of Inland Revenue within three months from the passing of this Act and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the passing of this Act to the day of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same :

The transfer and vesting shall be deemed to be an amalgamation of the undertaking of the Central Wales Company with the undertaking of the Company within the meaning of Part V (relating to amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V shall extend and apply thereto accordingly so far as the same are not inconsistent with or varied by the provisions of this Act.

Consideration for transfer.

39. Within one month after the passing of this Act the Company shall subject to the provisions of this Act pay to the Central Wales Company as the consideration for the said transfer to the Company of the undertaking of the Central Wales Company the sum of one hundred and thirty-seven thousand five hundred pounds with interest thereon at the rate of four pounds per centum per annum from the first day of July one thousand eight hundred and ninety-one until the date of payment and thereupon the Central Wales Company shall (subject to the provisions of this Act) be wound up in the same

A.D. 1891.

manner and with the same incidents as if the Central Wales Company were a company registered under the Companies Acts 1862 to 1880 and shall from and after the passing of this Act be deemed to be so registered in England accordingly and for the purposes of calling and holding meetings and passing resolutions and other matters incident to such winding-up resolutions of meetings of the Central Wales Company convened and held in pursuance of the provisions contained in the Central Wales Company's Acts of Parliament and the Acts incorporated therewith may and shall take effect as resolutions of a company duly registered.

Application of purchase-money.

40. The said sum of one hundred and thirty-seven thousand five hundred pounds shall be applied to the following purposes and in the following order (that is to say) :—

(1) In payment to the creditors of the Central Wales Company of the full amount of their claims upon that Company or their undertaking :

(2) In payment to every holder of first preference stock of the Central Wales Company of such a sum not exceeding sixty-two per centum of the amount of the said preference stock held by him as the holders of three fourths in value of the said preference stock shall signify in writing to the secretary of the Central Wales Company their willingness to accept in full discharge of all claims upon the Central Wales Company or the undertaking in respect of the said first preference stock :

(3) In payment to the holders of the second preference stock of the Central Wales Company of such a sum not exceeding thirty-one per centum of the amount of the said preference stock held by them as the holders of three fourths in value of the said preference stock shall signify in writing to the secretary of the Central Wales Company their willingness to accept in full discharge of all claims upon the Central Wales Company or the undertaking in respect of the said preference stock :

(4) In payment to every holder of ordinary stock of the Central Wales Company of a sum equal to fifteen and a half per centum on the amount of the ordinary stock held by him :

And the balance of the said sum of one hundred and thirty-seven thousand five hundred pounds (if any) together with the other assets of the Central Wales Company shall after paying expenses and compensation to officers be divided amongst the holders of the first preference stock.

Undertaking of Company not to be

41. From and after the payment by the Company to the Central Wales Company of the said sum of one hundred and thirty-seven

thousand five hundred pounds the Company shall not nor shall their undertaking (including therein the undertaking of the Central Wales Company) be or continue in any way subject or liable to any claims or demands whatsoever on the part of any creditor of the Central Wales Company or of any of the proprietors of the preference stocks or the ordinary stock of the Central Wales Company or of any other person or persons in respect of any debts contracts or liabilities of the Central Wales Company or of any shares or stock of that company.

liable to claims against Central Wales Company.

42. The Company may and shall after the vesting in them of the undertaking of the Central Wales Company as by this Act provided exercise and fulfil in their own name and under their own seal and in the names and under the hands of their directors officers or servants all the rights powers liabilities and obligations of the Central Wales Company with reference to the acquisition of lands the construction and maintenance of works the taking demanding and recovering of tolls rates and charges or otherwise in like manner as those rights powers liabilities and obligations are authorised or required to be exercised and fulfilled by the Company.

Company may exercise powers of Central Wales Company.

43. The Company from time to time in addition to any other debenture stock which they are by any other Act authorised to create and issue may create and issue debenture stock subject to the provisions of Part III of the Companies Clauses Act 1863 to such an amount as the Central Wales Company were immediately before the date of vesting authorised to borrow.

Company may issue debenture stock for purposes of Central Wales undertaking.

44. The agreement between the Harrow and Stanmore Railway Company and the Company as set forth in the Third Schedule to this Act is hereby confirmed and made binding upon those Companies respectively.

Confirming agreement with Harrow and Stanmore Railway Company.

45. The Company and the Harrow and Stanmore Railway Company may subject to the provisions of Part III of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 from time to time enter into and carry into effect contracts agreements and arrangements with respect to the following purposes or any of them (that is to say):—

Working agreements between Company and Harrow and Stanmore Railway Company.

The working use management and maintenance of the railway and works of the last-mentioned Company or any part or parts thereof:

The management regulation interchange collection transmission and delivery of traffic:

The supply and maintenance by the Company for the purposes and during the continuance of any agreement for the working

A.D. 1891.

and use of the said railway and works or any part or parts thereof of engines stock and plant:

The erection of sidings accommodation works buildings and conveniences and the maintenance use and repair thereof:

The fixing collection payment appropriation apportionment and distribution of the tolls rates charges income and profits arising from the respective undertakings of the contracting Companies:

The payments allowances drawbacks or rebates to be made by either of the contracting Companies to the other of them.

Tolls on traffic conveyed partly on the railways of the Company and partly on the railway of the Harrow and Stanmore Railway Company.

46. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railway of the Harrow and Stanmore Railway Company or any part thereof as aforesaid by the Company the railways of the Company and of the Harrow and Stanmore Railway Company shall for the purpose of short distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways of the Company and partly on the railway of the Harrow and Stanmore Railway Company for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the railways of the Company and partly on the railway of the Harrow and Stanmore Railway Company.

For the protection of the Corporation of Liverpool.

47. For the protection of the mayor aldermen and citizens of the city of Liverpool (in this section called "the corporation") the following provisions shall save so far as may at any time hereafter be otherwise agreed between the corporation and the Company apply and have effect with respect to the works at Wapping in the township and parish of Liverpool authorised by the London and North-western Railway Act 1890 and described in section thirty-one sub-section eight of that Act (in this section referred to as "the Act of 1890") (that is to say):—

(1) The archways and the bridge over them to be constructed within the city of Liverpool shall be of such strength and durability as is proper and sufficient for the effectual support of the streets or roadways under which they are constructed and the Company shall at their own expense and to the reasonable satisfaction of the corporation for ever hereafter maintain the structure of the said archways and bridge:

(2) In the event of the Company requiring for the purpose of constructing the works or any part thereof to open or in any manner interfere with any portion of the footways or carriageways of James Street Park Lane and Jamaica Street then and in such case the Company may make such opening on condition that the works shall be carried out in such sections and in such manner as may least interfere with the traffic and as may be reasonably approved by the corporation and that the Company provide to the reasonable satisfaction of and at the time required by the corporation temporary bridges or roadways as nearly as reasonably practicable equal in width to the part or parts of the roadways and footways of such streets so opened or interfered with and such temporary bridges or roadways shall be constructed maintained fenced watched and lighted to the reasonable satisfaction of the corporation until the said streets and the footways thereof respectively have been restored to a good and proper state for the safety and convenience of the public:

(3) Before interfering with any street in the city of Liverpool in accordance with the provisions of the Act of 1890 and this section the Company shall give to the corporation seven days previous notice in writing:

(4) Where the surface of any street is interfered with or disturbed by the Company in constructing the works under the provisions of the Act of 1890 or this section the Company shall well and sufficiently and to the reasonable satisfaction of the corporation restore the surface so interfered with or disturbed and maintain in efficient repair the said surface for twelve months to the like satisfaction:

(5) If the Company shall during the construction of the said works interfere with the free use of any of the tramway lines leased to the Liverpool United Tramways and Omnibus Company so as to necessitate the temporary diversion of any portion of the tramway traffic by any existing or substituted route the Company shall pay to the corporation all costs charges and expenses of and incidental to providing and maintaining a substituted route during the time the existing tramway route or any portion thereof is interrupted or interfered with and also all costs charges and expenses of the reconstruction and relaying of the tramways and rails so interrupted or interfered with and the corporation may recover all such costs charges and expenses in any court of competent jurisdiction:

A.D. 1891.

(6) The Company shall compensate the corporation and their lessees the Liverpool United Tramways and Omnibus Company for all losses damages and expenses sustained by them incidental to or consequent upon any diversion of the said traffic over any substituted route or for any interruption of the traffic over the said tramway lines due to the execution of the Company's works such compensation to be settled in the case of dispute in the manner provided by the Lands Clauses Acts in cases of disputed compensation:

(7) All the provisions of section seven sub-sections one to six of the London and North-western Railway Act 1884 shall apply to the said works authorised by the Act of 1890 as if they were re-enacted for that purpose in that Act or this Act:

(8) In carrying the roadways at the junction of Park Lane James Street and Jamaica Street over the archways or openings as described in sub-section eight of section thirty-one of the Act of 1890 the Company shall make provision to the reasonable satisfaction of the corporation for the laying of future water mains not exceeding two feet six inches in diameter including the thickness of the main at its widest part.

Certain sections of Companies Clauses Consolidation Act 1845 to apply to debenture stock of Company.

48. Sections eighteen nineteen and twenty of the Companies Clauses Consolidation Act 1845 shall be deemed and construed to include and apply to the debenture stock of the Company and the interest thereon as fully and effectually as if debenture stock had been expressly named therein.

Power to Company to issue stock under Lancashire and Yorkshire Railway Act 1883.

49. The Company may raise by the creation and issue of stock all or any sum or sums of money which they are by the Lancashire and Yorkshire Railway Act 1883 authorised to raise by shares.

Provision as to votes in respect of shares or stocks held jointly.

50. Section sixty of the London and North-western Railway Act 1890 is hereby repealed and in lieu thereof the following provisions shall have effect (that is to say):—

For the purpose of better ascertaining the number of votes to which proprietors of stocks or shares of the Company are entitled the Company may if they think fit require that in the case of stocks or shares to which several persons are jointly entitled whether beneficially or as trustees or otherwise all the stocks or shares to which such persons are so entitled shall be registered in the same name or names and in the same order of names and the Company may refuse to register the holders of any stocks or shares in cases to which this section applies otherwise than in accordance with this section:

Where at the time of the passing of this Act any persons are registered otherwise than as aforesaid the Company may apply to the High Court in a summary way or in such manner as may be directed by any rules of court for leave to amend the register in accordance with this section and the court after such notices inquiry or hearing as it thinks just may give leave accordingly subject to such conditions (if any) and on such terms as to costs as the court thinks just:

Any person aggrieved by any requirement or refusal of the Company under this section may in like manner apply to the court and the court may make such order on such terms as to costs or otherwise as the court thinks just:

Expressions in this section have the same meanings as in the Companies Clauses Consolidation Acts.

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

51. 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 already passed or to be passed in the present session of Parliament and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Great Western Company may apply corporate funds.

52. The Great Western Company may from time to time apply for or towards all or any of the purposes of this Act in which they are interested to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any of their Acts and which are not required for the purposes to which they are by those Acts made specially applicable.

Provision as to general Railway Acts.

53. Nothing in this Act contained shall exempt the Company or the Great Western Company or their respective railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision 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 the Company or the Great Western Company.

Costs of Act.

54. 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.

A.D. 1891.

SCHEDULES referred to in the foregoing Act.

THE 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.
		Railway at Peasley Cross.
3	Prescot - -	Sidings and rough land.
		Warrington.
2	Warrington -	Rough ground slopes occupation road and manhole to sewer.
4	Warrington -	Corrugated iron works buildings and private sidings.
		Tredegar Footbridge.
8	Bedwelty - -	Private railway road and rough land.
10	Bedwelty - -	Private railway and rough land.
		Brent.
4	Willesden - -	Canal feeder.
		Newton Road.
5	West Bromwich -	Mill stream and bank.

THE SECOND SCHEDULE.

Superfluous Lands of the Company.

Abersychan Extension.
Anglesey Central Wales.
Aston and Stechford Junction Railway.
Bucks Railways.
Cannock and Rugeley.
Chester and Holyhead Railway and Harbour.
Chester and Mold Branch.
Clifton Branch.
Ebbw Vale Branch.
Edge Hill and Garston Railway.

Ffrith Branch.
Knighton and Central Wales Railway.
Leigh's Wood Railway.
Llandudno Junction and Bettws-y-Coed.
Nantlle Branch.
North Union Railways.
Oldham Branch.
Penclawdd Branch.
Ribble Branch.
Stockport and Cheadle.
Standish Junction.
Standish Loop.
St. Alban's Branch.
Watford and Rickmansworth.
West London.
Whitehaven Junction Railway.
Willesden Curves.
Wolverhampton Junction Railway.

THE THIRD SCHEDULE.

Articles of Agreement made this twenty-ninth day of January one thousand eight hundred and ninety-one between The Harrow and Stanmore Railway Company (herein-after called "the Harrow and Stanmore Company") of the one part and The London and North-western Railway Company (herein-after called "the North-western Company") of the other part.

Whereas by the Harrow and Stanmore Railway Acts 1886 and 1888 the Harrow and Stanmore Company were incorporated and subject to the provisions of those Acts were authorised to make and maintain a railway from Harrow to Stanmore in the county of Middlesex forming a junction with the North-western Railway at or near Harrow Station with all proper stations sidings approaches works and conveniences connected therewith:

And whereas the convenience of the public would be promoted by the working by the North-western Company of the traffic to from and over the railway of the Harrow and Stanmore Company in connexion with the railways of the North-western Company and the Companies parties hereto have determined to enter into and execute these presents by way of agreement as herein-after appearing:

Now therefore it is hereby declared and agreed by and between the Harrow and Stanmore Company for themselves and their successors and assigns and the North-western Company for themselves and their successors and assigns as follows namely:—

Article 1.—The expression "the railway" whenever herein-after employed means and includes the railway of the Harrow and Stanmore Company authorised by the Harrow and Stanmore Railway Acts 1886 and 1888 and the

A.D. 1891.

stations sidings approaches works and conveniences connected therewith including all works and conveniences for landowners and others which under Act of Parliament or contract the Harrow and Stanmore Company may be bound to make.

The word "traffic" whenever herein-after employed means and includes all passenger parcel mail mineral animals goods merchandise and all other traffic whatsoever whether local or through to be conveyed by the North-western Company on the railway or any part thereof.

Article 2.—The Harrow and Stanmore Company will unless otherwise agreed with the North-western Company make and complete the railway with a single line of rails on the ordinary gauge with efficient permanent way consisting of steel rails of approved section and weight and with a proper and sufficient passenger and goods station at Stanmore and all proper and sufficient junctions sidings fixed plant and fixed station fittings fixed weighing machines dwelling-houses at level crossings (where necessary) goods cranes water tanks water cranes cattle pens turntables signals electric telegraph passing places and other works appliances and conveniences so that the railway shall at the latest by the time limited for the completion thereof be approved by the Government Inspector of Railways as being in all respects fit to be opened and used for public traffic and also to the reasonable satisfaction of the engineer for the time being of the North-western Company (herein-after called "the engineer").

Article 3.—The Harrow and Stanmore Company will to the satisfaction of the North-western Company provide at the Harrow Station on the North-western Railway proper and sufficient sidings works and conveniences for the interchange of traffic and any of the works shown upon certain plans which have been agreed between the respective engineers of the Harrow and Stanmore Company and the North-western Company as works (including sidings and signals) to be provided by the Harrow and Stanmore Company which the North-western Company have already provided at or in connexion with such station for the accommodation of the traffic of the railway shall be taken into account and paid for by the Harrow and Stanmore Company accordingly and the Harrow and Stanmore Company will also for the first twelve calendar months after the opening of the railway for public traffic maintain the same and all the various works matters and things connected therewith in substantial repair and in good working order and condition to the reasonable satisfaction of the engineer Provided that if the said works herein-before referred to are not maintained by the Harrow and Stanmore Company during the said period of twelve months the same shall be maintained by the North-western Company at the sole cost charge and expenses in all things of the Harrow and Stanmore Company.

Article 4.—The Harrow and Stanmore Company shall at their own expense if required by the North-western Company at any time during the continuance of this agreement provide an additional station at such point reasonably convenient for this purpose between Harrow and Stanmore as may be determined upon by the North-western Company Such station together with all necessary signals and works shall be constructed to the reasonable satisfaction of and according to plans to be reasonably approved by the engineer for the time being of the North-western Company and when completed shall for the purposes of this agreement be deemed to be part of the railway and in the event of difference between the North-western Company and the Harrow and Stanmore Company as to any of the provisions of this Article the same shall be determined by arbitration as herein-after provided.

When completed and opened for traffic the station shall be worked and maintained in accordance with the provisions of this agreement the expense and maintenance for the first twelve months being borne by the Harrow and Stanmore Company.

Article 5.—Before the opening of the railway for public traffic the Harrow and Stanmore Company will to the reasonable satisfaction of the engineer make all such arrangements as shall be proper and sufficient for enabling the North-western Company on and after the opening of the railway for public traffic to work and use the same in accordance with this agreement.

Article 6.—If and whenever after the opening of the railway for public traffic any additional sidings or other works or conveniences are found expedient or necessary for the due development or the safe convenient or economical reception accommodation conveyance or delivery of traffic carried or to be carried over the railway or for compliance with the requirements of any Act of Parliament or of the Board of Trade or of any contract binding on the Harrow and Stanmore Company the same shall at the request of the North-western Company be provided by and at the expense of the Harrow and Stanmore Company and the Harrow and Stanmore Company shall provide and complete the same to the reasonable satisfaction of the engineer for the time being of the North-western Company and so as to comply with any requirements of the Board of Trade in relation thereto and such works so far as the same are constructed upon the railway shall when completed for the purpose of this agreement be deemed to be part of the railway and in the event of difference between the North-western Company and the Harrow and Stanmore Company as to any of the provisions of this Article the same shall be determined by arbitration as herein-after provided Provided that if the Harrow and Stanmore Company refuse or neglect to provide such additional station sidings or other works or conveniences in accordance with the foregoing provisions the North-western Company may construct the same and interest at four per cent. per annum on their expenditure in that behalf shall be allowed or paid to the North-western Company by the Harrow and Stanmore Company as a part of the working expenses of the railway and to be deducted from the sums by these presents agreed to be paid by the North-western Company to the Harrow and Stanmore Company.

Article 7.—If and whenever hereafter it is found necessary for the fulfilment by the Harrow and Stanmore Company of any of the Articles of this agreement to be fulfilled by them at the request or with the sanction of the North-western Company that they shall make or incur any expenditure or liability beyond the amount which they are then authorised to raise by shares and by borrowing respectively the Harrow and Stanmore Company will apply to Parliament or to the Board of Trade under the provisions of the Railway Companies Powers Acts 1864 for and use their utmost reasonable endeavours to obtain an Act or a certificate authorising them to raise the requisite amount by shares and by borrowing respectively.

Article 8.—On and after the expiration of twelve calendar months after the opening of the railway for public traffic and during the continuance of this agreement the North-western Company will maintain and repair the same and will keep the same in substantial repair and in good working order and condition.

A.D. 1891.

Article 9.—The Harrow and Stanmore Company will not at any time act as carriers on the railway or any part thereof and they will abstain from doing or concurring in anything which might directly or indirectly interrupt impede interfere with or in any way disturb the exercise or quiet enjoyment by the North-western Company of any of the rights powers and privileges intended to be secured to them by this agreement.

Article 10.—On and after the opening of the railway for public traffic the North-western Company will work the same in connexion with the North-western Railway system and convey traffic thereon in a proper safe and convenient manner and so as fairly to develop the traffic of the district to be served by the railway and from time to time will run proper and reasonably sufficient trains thereover and thereon For the purposes of this agreement the North-western Company will put into operation such through rates and fares as shall be reasonably necessary or expedient and as if the railway formed part of the North-western railway system Provided that any difference as to the due fulfilment of the obligations of the North-western Company under this Article shall be determined by arbitration in manner herein-after provided.

Article 11.—With respect to the conveyance of troops police or mails or other traffic (if any) which the Harrow and Stanmore Company are from time to time specially called on to convey on the railway or any part thereof the North-western Company will from time to time carry the same and duly perform all duties in that behalf.

Article 12.—On and after the opening of the railway for public traffic the North-western Company will provide and employ at their own expense all station masters booking clerks porters engine drivers guards watchmen workmen and all other servants and officers for the working of the railway and will provide all such locomotive power engines carriages trucks rolling stock (except waggons for coal and mineral traffic) plant stores material and labour as shall be proper and sufficient for the working and user of the railway and every portion thereof by the North-western Company and the reception accommodation conveyance and delivery by them of traffic thereon and the effectual development of such traffic according to the true intent of this agreement and the Harrow and Stanmore Company shall not be bound to employ or provide any such person or thing.

Article 13.—On and after the opening of the railway for public traffic the North-western Company shall have exercise and enjoy at their own expense and risk and for their own benefit for the purpose of the management maintenance repair working and user by them of the railway all the rights powers and privileges whatsoever in that behalf of the Harrow and Stanmore Company and as fully and effectually as if the railway was part of the North-western Railway.

Article 14.—The North-western Company will in the exercise of their obligations rights powers and privileges under this agreement in all respects duly perform and observe the several provisions with respect to the management maintenance repair working and user of the railway and the traffic thereon contained in the Acts from time to time in force with respect to the same and will at all times fully and freely idemnify and save harmless the Harrow and Stanmore Company from and against all obligations and liabilities in that behalf and all penalties for failure losses damages costs charges and expenses claims and demands whatsoever in any way occasioned or incurred by or by reason of any act or default of the North-western Company or any of their directors officers agents or servants in relation thereto.

Article 15.—The Harrow and Stanmore Company shall bear or satisfy all tithes and tithe rentcharge and all rentcharges (if any) created or to be created or annual payments by way of rent for lands taken by them for the purposes of the railway and all capital moneys secured by the debentures mortgages or bonds of the Harrow and Stanmore Company and also all other capital charges and debts of the same company and the interest in respect of the same respectively to which the said railway and undertaking or any part thereof shall at any time be subject and if at any time by reason of their failing so to do the North-western Company shall find it necessary to pay or satisfy any such charge debt or interest then and in every such case the North-western Company may out of any moneys payable by them to the Harrow and Stanmore Company by virtue of these presents in priority reimburse themselves the sum or sums so paid or satisfied by them with interest thereon at the rate of four per cent. per annum from the time or several times of the payments thereof with all costs and expenses incident hereto.

Article 16.—The North-western Company shall bear and pay (except as is otherwise provided by these presents) all rates taxes assessments and other outgoings properly chargeable on the occupiers of the railway and shall indemnify the Harrow and Stanmore Company therefrom and all salaries wages and outgoings and all other expenses of or incident to the said railway and the management maintenance (but as to maintenance except as aforesaid) repair user working and traffic thereof (and usually paid out of and chargeable to revenue) except the property or income tax for the time being payable in respect of the half-yearly payments by virtue of these presents to be made to the Harrow and Stanmore Company and also except all such outgoings and payments as by this agreement it is stipulated are to be borne and paid by the Harrow and Stanmore Company and also except the remuneration of the board of directors and of the secretary and auditors of such last-mentioned Company and of any clerk or establishment employed or kept up by them or him or any expense incurred by them or him.

Article 17.—In cases where notice to work mines or minerals shall be given and it shall be reasonable and proper that to prevent subsidence such mines or minerals or parts thereof should be purchased or if not that certain works should be executed for the support of the railway its bridges stations works or conveniences (the reasonableness and propriety whereof shall in case of difference be determined by arbitration in manner herein-after provided) the Harrow and Stanmore Company will forthwith effect such purchase or execute such works as the case may be or as the arbitrator may determine or in default the North-western Company may if they think fit effect the purchase or execute the works at the expense of the Harrow and Stanmore Company who shall repay to the North-western Company such their reasonable expenditure with interest thereon at four per cent. per annum such expenditure and interest to be treated as a payment made on account of and to be deducted in priority from the sums by these presents agreed to be paid by the North-western Company to the Harrow and Stanmore Company.

Article 18.—The Harrow and Stanmore Company shall in respect of the user of the North-western Company's passenger station at Harrow for the purposes of the traffic to from and over the Harrow and Stanmore Railway pay that Company such an annual sum as may from time to time be agreed on or settled by arbitration in manner herein-after mentioned.

A.D. 1891.

Article 19.—On and after the opening of the railway for public traffic the tolls fares rates and charges in respect of the same and the traffic thereon shall from time to time be fixed by the general manager for the time being of the North-western Company and he shall have power to fix and quote such tolls fares rates and charges as he may think proper and necessary and shall in other respects have and may exercise the same powers and authorities in and over the railway and the traffic thereon as he shall for the time being have the power to exercise over the North-western Railway.

Article 20.—The gross amount of all the tolls fares rates and charges wharfage and other rents exclusive of the rents derived from spare or surplus lands which until such lands are required for the purposes of the undertaking shall belong wholly to the Harrow and Stanmore Company and sums of money from time to time payable to the Harrow and Stanmore Company and the North-western Company respectively in respect of the railway and the traffic thereon and receivable by the North-western Company the Harrow and Stanmore Company or either of them shall be divided subject to the provisions of this agreement between and belong to the two Companies in the following proportions namely:—

The North-western Company's per-centage shall be sixty per cent. and the Harrow and Stanmore Company's per-centage shall be the remaining forty per cent.

Article 21.—The gross receipts of the Harrow and Stanmore Railway to be apportioned in the manner set forth in Article 20 shall consist of—

A. The gross receipts arising from the traffic passing upon or over the Harrow and Stanmore Railway or any part thereof but not also passing over or upon any other railway (including traffic arising or terminating at Harrow Station) after deduction of Government duty the expenses of collection and delivery and as regards goods mineral and live stock traffic after deduction of the usual Clearing House terminals (but not exceeding threepence per ton on coal and coke or other mineral class traffic) at Harrow and a mileage proportion as for half a mile of the receipts (after deduction of terminals as aforesaid at each end) by way of toll for the use of the North-western Line between the goods station of the North-western Company at Harrow and the junction of the Harrow and Stanmore Railway.

B. On traffic to or from Stanmore Station passing partly on or over the Harrow and Stanmore Railway or any part thereof and partly on or over any other railway or railways the under-mentioned sums:—

PASSENGERS:—

First class ordinary single	6*d.* each.
Second „ „ „	4*d.* „
Third or parliamentary class ordinary single	2*d.* „
First class ordinary or tourist return	1/- „
Second „ „ „ „	8*d.* „
Third or parliamentary class ordinary or tourist return	4*d.* „
First class excursion	6*d.* „
Second „ „	4*d.* „
Third or parliamentary class excursion	2*d.* „

Season Tickets :—

	Twelve Months.	Six Months.	Three Months.
First class - - -	£2 10 0	£1 10 0	£1 0 0
Second „ - - -	1 15 0	1 5 0	0 16 0
Third „ - - -	1 7 0	0 18 0	0 10 0
Children soldiers pleasure parties and other passengers charged at less than full ordinary fares.	The same proportion of the above sums that the through fares charged bear to the full ordinary fares.		

Government duty when payable to be deducted from the above-mentioned sums.

Parcels - - - - - -		- ½*d.* each.
Bicycles tricycles or velocipedes - - -		- 2*d.* „
Horses - - - - - -		- 9*d.* „
Carriages - - - - - -		- 1/1½ „
Corpses - - - - - -		- 2/- „
Dogs - - - - - -		- ½*d.* „
Milk cans - - - - -		- ½*d.* „
Fish and other perishables when carried in quantities of upwards of two cwt.		- 9*d.* per ton.
Goods carted - - -	Terminal 1/6 Mileage 9*d.*	- 2/3 „
„ not carted - - -	Terminal 1/6 Mileage 9*d.*	- 2/- „
Coal and coke - - -	Terminal 3*d.* Mileage 3*d.*	- 6*d.* „
Other minerals - - -	Terminal 3*d.* Mileage 4*d.*	- 7*d.* „
Live stock - - -	Terminal 1/- Mileage 1/-	- 2/- per waggon.
„ - - - -	Terminal 1/- Mileage 6*d.*	- 1/6 per half waggon.
Articles not enumerated above -	A proportion of the gross receipts as for three miles.	

c. On traffic to or from any intermediate station which may be opened on the Harrow and Stanmore Railway the same terminals as at Stanmore and one moiety of the other proportions enumerated in Clause b.

d. Cloak room warehouse rent weighing and other miscellaneous rents and receipts (exclusive of surplus land rents) at the Harrow and Stanmore Company's Stations (but not at Harrow Station).

Article 22.—Each of the Companies will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement which accounts and vouchers shall be open at reasonable times for the inspection and transcription of the directors and agents of the Companies respectively and the Companies respectively will afford to each other all proper and sufficient facilities for such inspection and transcription accordingly.

Article 23.—No land belonging to the Harrow and Stanmore Company shall be disposed of by them in any way as superfluous land until it has been agreed or in default of agreement determined by arbitration in manner herein-after mentioned that such land is not required for the present or proximate traffic of the railway.

A.D. 1891.

Article 24. All payments arising under these presents shall be made half-yearly and each of the Companies will within thirty-five days after the thirtieth day of June and the thirty-first day of December in every year transmit to the other Company an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this agreement and all moneys payable by the North-western Company shall be paid by them to the Harrow and Stanmore Company within eight weeks after the termination of the respective half years.

Article 25.—If the railway shall be opened for public traffic on any other day than the first day of January or the first day of July then the first half-yearly payment to be so made shall be proportioned to the broken half year.

Article 26.—If and whenever either of the Companies within fourteen days after the transmission to them of any abstract of accounts require the other Company to verify the same they will do so and permit any examination of their books by the other Company necessary for the purpose and the abstract of accounts thenceforth when so examined shall if accepted be deemed a settled account any errors discovered in the course of the verification being adjusted in the next account If the Companies permit the fourteen days to pass without requiring the verification or examination of the abstract of accounts the same shall thereupon be deemed a settled account and no account once settled shall be re-opened.

Article 27.—Every notice request account or other writing to be given by either of the Companies to the other of them for any of the purposes of this agreement shall be sufficient if it be signed by the secretary of the Company giving the notice and be left for them at as regards the Harrow and Stanmore Company their principal office at No. 1 Southampton Street Bloomsbury W.C. or such other place of which they shall from time to time give notice in writing to the North-western Company and at as regards the North-western Company their principal office at Euston.

Article 28.—The Harrow and Stanmore Company shall before the opening of the railway or any part thereof for public traffic deliver or cause to be delivered to the North-western Company free of charge the following documents (namely) :—

(1.) Parliamentary plans and sections of the railway :

(2.) Books of reference to the plans :

(3.) The working plans and sections or a copy thereof :

(4.) Copies of all contracts agreements covenants or obligations whatsoever including those with owners lessees and occupiers and others as to accommodation or other works sidings and level crossings :

And in the event of the Harrow and Stanmore Company failing to do so the North-western Company in addition to such remedies as they may have against the Harrow and Stanmore Company for not doing so or to compel them to do so may obtain at the expense of the Harrow and Stanmore Company a copy of such of the above as they can obtain and may deduct the cost thereof from the first moneys payable by them to or on behalf of the Harrow and Stanmore Company or may recover the same against the Harrow and Stanmore Company in any court of competent jurisdiction.

Article 29.—This agreement shall so far as the Companies can legally agree be in perpetuity but subject to the revision thereof by the Railway and Canal Commission in the manner provided by section 27 of the Railways Clauses Act 1863 as modified by the Regulation of Railways Act 1873.

Article 30.—All matters herein-before referred to arbitration and all disputes and differences arising out of this agreement shall be determined by arbitration in manner provided by the Railway Companies Arbitration Act 1859.

Article 31.—Either of the Companies parties hereto may apply to Parliament for the confirmation of this agreement in the next or any subsequent session and the other party shall consent to and concur in such application.

Article 32.—This agreement is made subject to any alterations which Parliament may think fit to make therein but if any material alteration is made then it shall be competent for either party hereto to withdraw from the agreement.

In witness whereof the Harrow and Stanmore Company and the North-western Company have caused their respective common seals to be hereunto affixed the day and year first before written.

Sealed with the common seal of the Harrow and Stanmore Railway Company in the presence of

FRED. GORDON, } Directors.
F. TOMPSON, }
F. HEULAND, Secretary.

Seal of The Harrow and Stanmore Railway Company.

Passed under the common seal of the above-named London and North-western Railway Company in the presence of

F. HARLEY, Secretary.

Seal of The London and North-western Railway Company.

Printed by Eyre and Spottiswoode,
FOR
T. Digby Pigott, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, East Harding Street, Fleet Street, E.C.; or
JOHN MENZIES & Co., 12, Hanover Street, Edinburgh, and
88 and 90, West Nile Street, Glasgow; or
HODGES, FIGGIS, & Co., 104, Grafton Street, Dublin.