# CHAPTER xcii.

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 Shropshire Union Railways and Canal Company and the Dundalk Newry and Greenore Railway Company in relation to such other Undertakings and for other purposes. [20th July 1894.] A.D. 1894.

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

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

And whereas it is expedient that the Shropshire Union Railways and Canal Company (in this Act called "the Shropshire Union Company") should be empowered to acquire the lands in this Act mentioned in that behalf: (Shropshire Union Company.)

And whereas plans and sections showing the respective lines and levels of the deviation alterations and other works by this Act authorised to be constructed and plans of the lands by this Act (Plans and sections deposited.)

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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:

(Abandonment.) And whereas it is expedient that the Griff Branch Extension authorised by the London and North Western Railway (New Railways) Act 1892 should be abandoned:

(Superfluous lands.) And whereas it is expedient that further powers should be conferred upon the Company as regards their own undertaking and upon the Company and the Midland Railway Company as regards the Market Harborough joint station of those companies with respect to the sale 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 station respectively:

(Dundalk Newry and Greenore Railway.) And whereas it is expedient that further powers should be conferred upon the Dundalk Newry and Greenore Railway Company with respect to certain lands acquired by them near Greenore Station:

(Application of funds.) And whereas it is expedient that the Company the Great Western Company and the Shropshire Union 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 1894.

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 and Part I. (relating to construction of a railway) of the Railways Clauses Act 1863.

Interpretation.

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

The expression "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 deviation and alterations of 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 following deviation and alterations of the portions of authorised 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 deviation and alterations of railways herein-before referred to and authorised by this Act are—

(Deviation of railway at Peasley Cross.)

A deviation and alteration four furlongs six chains and eighty-five links in length in the township of Sutton in the parish of Prescot in the county of Lancaster of the line and levels of so much of the Company's railway at Peasley Cross authorised by the London and North Western Railway Act 1891 as lies between a point on the centre line of the said railway twenty-eight chains or thereabouts from the commencement of the said railway as shown on the deposited plans referred to in the said Act and the termination of the said railway;

(Alteration of levels Heaton Lodge and Wortley Railway.)

The alteration five furlongs seven chains and eighty-two links in length in the township and parish of Kirkheaton in the west riding of the county of York of the levels of so much of the Company's Heaton Lodge and Wortley Railway No. 1 authorised by the London and North Western Railway (Heaton

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Lodge and Wortley Railways) Act 1892 as lies between its commencement as shown on the deposited plan referred to in that Act and a point twenty-seven yards or thereabouts east of Wood Lane:

And notwithstanding anything contained in section eighteen of the said Act the said railway may and shall be carried under instead of over the Lancashire and Yorkshire Railway.

Tolls &c.

**5.** The deviation and alterations of authorised railways shall for all purposes whatever be parts of the railways authorised to be deviated and altered.

Amending section 6 of Act of 1893.

**6.** Section six of the London and North Western Railway Act 1893 shall be read and construed as if the words "or authorised" had been inserted therein after the words "deviations alterations and widenings of existing."

Power to divert roads as shown on deposited plans.

**7.** The Company may divert and alter in the manner shown upon the deposited plans and sections 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.

**8.** With respect to the deviation of railway at Peasley Cross by this Act authorised sub-sections 1 2 3 4 8 9 10 11 12 and 13 of section 7 of the London and North Western Railway Act 1891 shall apply and have effect for the protection of the Corporation of St. Helen's as fully and to the same extent as if the same were re-enacted in this Act Provided always that the limits of deviation referred to in the said sub-sections 2 and 3 shall be those shown on the deposited plans of the said Act of 1891.

For the protection of the Lancashire and Yorkshire Railway Company.

**9.** In constructing the said Heaton Lodge and Wortley Railway No. 1 as altered in level under the powers of this Act (in this section referred to as "the altered railway") the following provisions for the protection of the Lancashire and Yorkshire Railway

Company (in this section called "the Lancashire Company") shall have effect (that is to say):—

(1) The altered railway shall be carried under the main line of the Lancashire and Yorkshire Railway instead of over the same as authorised by the London and North Western Railway (Heaton Lodge and Wortley Railways) Act 1892 and sub-sections 1 and 2 of section 18 of that Act are hereby repealed:

(2) In constructing the altered railway where the same is intended to pass under the said main line the Company shall construct a bridge consisting of two segmental brick arches such bridge to be of a width of not less than one hundred and eight feet between the parapets measured at right angles to the said main line and no portion of the upper side of the said brick arches shall be nearer the upper surface of the existing rails of the said main line than two feet one inch Provided that any asphalte or other covering other than the ballast for the said main line that may be placed over the said brick arches shall not exceed one inch in thickness:

(3) The altered railway shall be constructed in such situation between the point where it so crosses the said main line and the point where it crosses the Calder and Hebble Navigation as to allow of the Lancashire Company at any time hereafter widening their said main line by laying down four additional lines of way and the Company shall upon being so required in writing by the Lancashire Company sell to that company any land which the Company may acquire between the said main line and the altered railway at the price at which the Company purchased the same land Provided that any such requisition shall be made within two years after the Company shall have notified in writing to the Lancashire Company that the Company have purchased the said land:

(4) The Company shall construct the altered railway where the same will pass under the said main line and all the works both temporary and permanent necessary and incident to such construction so far as they affect the property and works of the Lancashire Company in accordance with the provisions of this section and according to such plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the principal engineer of the Lancashire Company and the Company shall not commence the construction of the altered railway or enter upon or interfere with any land works or property belonging to or used by the Lancashire Company

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until such plans sections or specifications have been so submitted and approved Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case the said principal engineer and the engineer of the Company fail to agree or if any difference arise between them then the altered railway and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the Lancashire Company by the President for the time being of the Institution of Civil Engineers:

(5) The altered railway and all works necessary or incident to the construction thereof or affecting the property or works of the Lancashire Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the satisfaction of the said principal engineer:

(6) The Company shall not (except with the previous consent of the Lancashire Company under their common seal) purchase or acquire any lands or property of the Lancashire Company but the Company may purchase and take and the Lancashire Company shall sell and grant accordingly an easement or right of using so much of the lands of the Lancashire Company as may be necessary for the construction of the altered railway in accordance with the provisions of this section:

(7) During the construction of the altered railway across and adjoining and near to or affecting the railways property and works of the Lancashire Company the Company shall bear and on demand pay to the Lancashire Company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching their railway property and works with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise:

(8) The Company shall at all times maintain the altered railway and the bridge and other works connected therewith and incident thereto by which the altered railway shall be carried

under or shall adjoin the railway works and lands of the Lancashire Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the Lancashire Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the Lancashire Company by the Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction:

(9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Lancashire Company all costs losses damages and expenses which may be occasioned to that company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the altered railway and the works in connexion therewith or of any act or default of the Company or their contractors or of any of the persons in the employ of the Company or of their contractors or others and the Company will effectually indemnify and hold harmless the Lancashire Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission:

(10) If any difference shall arise between the respective engineers of the Company and the Lancashire Company as to the reasonableness of the said plans sections specifications or materials such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the Lancashire Company and the costs of the arbitration shall be borne as the arbitrator shall determine:

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

Period for completion of deviation.

**10.** If the deviation of the railway at Peasley Cross by this Act authorised is not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same

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or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Penalty imposed unless deviation opened within the time limited.

**11.** If the Company fail within the period limited by this Act to complete the said deviation by this Act authorised 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 deviation is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of such deviation and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested 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:

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

Application of penalty for non-completion of deviation.

**12.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the said deviation or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of such deviation 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

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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 a receiver has been appointed or the Company is insolvent or if the deviation or any part thereof has been abandoned be paid to such receiver 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.

**13.** 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 make the new 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 (that is to say):—

(Braunston footpath.)

They may in the parish of Braunston in the county of Northampton stop up and discontinue so much of the public footpath which leads from Braunston to a point in the public road from Rugby to Daventry three hundred and twenty yards or thereabouts south-east of the Old Ship Inn at Braunston Wharf as extends for a distance of two hundred and twenty yards or thereabouts northward from the said public road:

(Footbridge at Moore.)

They may in the township of Keckwick in the parish of Runcorn in the county of Chester stop up and discontinue so much as lies between the boundaries of the Company's property of the public footpath which crosses the Company's Grand Junction Railway on the level six hundred yards or thereabouts south-west of Moore Station and in lieu of such level crossing may carry the footpath over the said railway by means of a footbridge:

(Coppull footpaths.)

They may in the townships of Charnock Richard and Coppull in the parish of Standish in the county of Lancaster stop up and discontinue so much of the footpath from Clancutt House to the public road near Jepson's Farm as lies between Clancutt House and a point on the said footpath one hundred and sixty yards or thereabouts south-east of its junction with the said road and so much of the footpath from Clancutt House which crosses the Company's North Union Railway on the level one

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hundred and twenty yards or thereabouts south of the level crossing of that railway by the first-mentioned footpath as lies between Clancutt House and the west side of the said railway and in lieu of the footpaths so stopped up may make (1) a new footpath commencing by a junction with the said first-mentioned footpath at the said point one hundred and sixty yards or thereabouts south-east of the said road and terminating at Clancutt House and (2) a new footpath along the west side of the said railway as widened between the first-mentioned new footpath and the second-mentioned existing footpath and to carry the first-mentioned new footpath over the said railway by means of a footbridge:

(Harpur Hill footpath.)

They may in the township of Hartington Upper Quarter in the parish of Hartington in the county of Derby stop up and discontinue so much as lies between the boundaries of the Company's property of the footpath from Harpur Hill which crosses the Company's Cromford and High Peak Railway on the level at a point one hundred and fifteen yards or thereabouts north-east of the junction of the Old Kiln siding with that railway near the Buxton Lime Firms Company's works and in lieu of the footpath so stopped up may make a new footpath along the north side of the said railway from the said footpath to the bridle road which crosses the said railway on the level one hundred yards or thereabouts south-west of the said junction:

In connexion with the construction of the Railway No. 1 authorised by the London and North Western Railway (Heaton Lodge and Wortley Railways) Act 1892 they may execute the works and exercise the powers following (that is to say):—

They may in the township and parish of Mirfield in the west riding of the county of York—

(Footpath at Mirfield.)

(A) Stop up and discontinue the public footpath along the eastern side of the garden of Littlemoor House Mirfield between the public road from Huddersfield to Dewsbury and the road numbered on the deposited plans referred to in the said Act 98 in the parish of Mirfield and also so much of the footpath in the field numbered on the said plans 99 in the parish of Mirfield as lies between the said road numbered 98 and a point ninety yards or thereabouts south of the last-mentioned road and in lieu thereof they may make two new footpaths as shown by the red lines on the plan marked A signed in triplicate by Henry John Roby the Chairman of the Committee of the House of Commons

to whom the Bill for this Act was referred one copy of which is deposited in the Private Bill Office of that House:

They may in the township of Heckmondwike in the parish of Birstal in the same riding—

(Roads and footpaths at Heckmondwike.)

(B) Stop up and discontinue so much of Ings Road as extends from its junction with Grove Street Heckmondwike to the road numbered on the said deposited plans 381 in the parish of Birstal and in lieu thereof they may make a new road along the north side of the said authorised railway between Ings Road and the said road numbered 381:

(C) Stop up and discontinue so much of the public footpath leading in a south-westerly direction from a point in the said road numbered 381 opposite Ings Mill to Mill Bridge as lies between the said point and a point on the said footpath two hundred and sixty yards or thereabouts from the said road and in lieu thereof they may make a new footpath along the north side of Victoria Colliery between Cook Lane at or near its northern termination and the before-mentioned point two hundred and sixty yards or thereabouts from the said road:

They may in the township of Gomersall in the parish of Birstal in the same riding—

(Footpaths at Gomersall.)

(D) Stop up and discontinue so much of the public footpath which leads northwards from a point in Nutter's Lane Gomersall near the Gomersall Gasworks past Oakwell Wood to Drighlington Station on the Great Northern Railway as lies between points on the said footpath three hundred yards and six hundred and eighty yards or thereabouts respectively from Nutter's Lane aforesaid and also so much of the public footpath which leads from Birstal by way of Oakwell Hall to Birkenshaw Bottom as lies between points fifty yards and one hundred yards or thereabouts respectively north-west of its intersection by the first-mentioned footpath and in lieu thereof they may make two new footpaths:—

(1) Between the said points on the first-mentioned footpath three hundred yards and six hundred and eighty yards or thereabouts respectively from Nutter's Lane; and

(2) Between the said new footpath (1) and the said point one hundred yards or thereabouts north-west of the intersection of the two existing footpaths:

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(Footpath at Churwell.)

They may in the townships of Morley and Churwell in the parish of Batley in the same riding—

(E) Stop up and discontinue so much of the public footpath which leads south-eastward from a point in Gelderd Road near the Jews' Cemetery to Churwell as extends for a distance of three hundred and thirty yards or thereabouts from Gelderd Road aforesaid and in lieu thereof they may make a new footpath between the commencement and termination of the portion of the said footpath proposed to be stopped up.

Provision as to footpaths at Heckmondwike.

**14.** In further connexion with the construction of the said Railway No. 1 authorised by the London and North Western Railway (Heaton Lodge and Wortley Railways) Act 1892 and for the purposes of a proposed passenger station at Heckmondwike upon such railway the Company may stop up and discontinue so much of the footpaths shown on the plan marked B signed in triplicate by Henry John Roby the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which is deposited in the Private Bill Office of that House as lies between the points thereon marked E N B D and M N B O Provided that before the Company stop up the said footpaths the following provisions shall be complied with :—

(1) The local board for the district of Heckmondwike (in this section referred to as "the local board") shall at their own expense in all things form construct and (except as herein-after mentioned) provide the land for a new public road from Cemetery Road to High Street of a not less width than thirty-six feet and in the position shown and coloured red upon the said plan and according to the levels shown on the section marked C signed as aforesaid The said road shall be completed and opened for public traffic within twelve months from the completion of the retaining wall herein-after mentioned :

(2) For the purpose of the construction of the said road the Company shall give up or convey to the local board free of cost the land shown upon the said plan and hatched red containing five hundred square yards or thereabouts and further shall construct a retaining wall upon their own land sufficient to enable the said road to be constructed and maintained in the position shown upon the said plan such retaining wall to be thereafter maintained in perpetuity by the Company :

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(3) The Company shall pay to the local board the sum of seven hundred pounds upon the completion of the said new road and upon the Company being in a legal position to close the said footpaths:

(4) If the local board fail through any cause to complete the said road within the period before mentioned they shall pay to the Company by way of ascertained damages the sum of five pounds per day for every day beyond such period until the said road is completed such sum to be recoverable by the Company from the local board with costs in any court of competent jurisdiction:

(5) If any difference shall arise between the Company and the local board with regard to the provisions of this section such difference shall be settled by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the costs of the reference shall be borne as he shall decide:

(6) The Company and the local board may agree for any deviation from the levels of the said road as shown on the said section not exceeding four feet.

Power to Company to acquire additional lands &c.

**15.** 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 (that is to say):—

In the county of Northampton—

(Lands at East Haddon.)

Certain lands in the parishes of East Haddon and Brington lying on both sides of and adjoining the Company's Bletchley Northampton and Rugby Railway and on each side of and near to the bridge carrying the public road from Great Brington to Long Buckby over that railway;

Certain other lands in the parishes of Brington and Long Buckby lying on the south side of and adjoining the said railway and on each side of the stream forming the boundary between the said parishes near Patford Bridge;

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In the county of Warwick—

(Lands at Rugby.) Certain lands in the parish of Rugby lying on the north side of and adjoining the Company's Trent Valley Railway at and near the junction of that railway with the Company's London and Birmingham Railway and between the first-mentioned railway and the River Avon:

(Lands at Hinckley.) Certain lands in the township and parish of Hinckley lying on the south side of and adjoining the Company's South Leicestershire Railway and extending for a distance of four hundred and fifty yards or thereabouts westward from the bridge carrying that railway over Watling Street:

In the county of Leicester—

(Lands at Stoney Stanton.) Certain lands in the parishes of Barwell and Stoney Stanton lying on both sides of and adjoining the Company's South Leicestershire Railway and extending for a distance of six hundred yards or thereabouts westward from the bridge carrying that railway over the River Soar:

(Lands at Croft.) Certain lands in the parish of Croft lying on the north side of and adjoining the Company's South Leicestershire Railway and west of and adjoining the road which passes over the said railway at Croft Station:

(Lands at Moira.) Certain lands in the parish of Ashby-de-la-Zouch lying on the north-east side of and adjoining the Midland Railway at or near the junction therewith of the Ashby and Nuneaton Railway of the Company and the Midland Railway Company known as Moira West Junction:

In the county of Stafford—

(Lands at Tamhorn.) Certain lands in the township of Wiggington in the parish of Tamworth and in the parish of Tamhorn lying on the south-west side of and adjoining the Company's Trent Valley Railway and between points respectively four hundred yards or thereabouts south-east and three hundred yards or thereabouts north-west of the viaduct carrying that railway over the River Tame:

(Lands at Albion.) Certain lands in the parish of West Bromwich lying on the south side of and adjoining the Company's sidings leading from Albion Station on their Stour Valley Railway to the Albion Basin and on the west side of and adjoining Oldbury Road:

(Lands footpath and bridge at Mesty Croft.) Certain lands in the parish of Wednesbury lying on the south-east side of and adjoining the Company's South Staffordshire Railway and between the north-west end of Alma Street

Mesty Croft and the bridge carrying the said railway over Crankhall Lane:

Certain other lands in the same parish lying on the east side of and adjoining the said railway and north of and adjoining Crankhall Lane:

And they may extend for a distance of ten yards or thereabouts in an easterly direction the bridge carrying the said railway over the said lane and may stop up and discontinue the public footpath between the north-west end of Alma Street and the north-western boundary of the said railway and in lieu thereof may make a new footpath from the north-west end of Alma Street aforesaid to a point in Crankhall Lane eighteen yards or thereabouts east of the said bridge:

(Lands at Willenhall.)

Certain lands in the township of Willenhall in the parish of Wolverhampton lying on the south side of and adjoining the Company's Grand Junction Railway six hundred yards or thereabouts west of Willenhall Station:

In the county of Chester—

(Lands and works at Crewe.)

Certain lands in the townships of Basford and Shavington-cum-Gresty in the parish of Wybunbury and in the township of Crewe in the parish of Barthomley lying on the west side of and near to or adjoining the Company's Grand Junction Railway and extending from the road which crosses over the said railway at Basford Hall to the junction with that railway of the Company's Crewe and Shrewsbury Railway and they may stop up and discontinue in the said township of Basford so much of the public footpath which crosses the said Grand Junction Railway on the level eight hundred yards north of the said road at Basford Hall as passes over the said lands:

Certain other lands in the township of Basford in the parish of Wybunbury and in the township of Crewe in the parish of Barthomley lying between and adjoining the Company's Grand Junction Railway and the North Staffordshire Railway at or near the junction of those railways at the south end of Crewe Station:

Certain other lands in the townships of Monks Coppenhall and Church Coppenhall in the parish of Coppenhall lying on both sides of and adjoining the Company's Grand Junction Railway between Earle Street Crewe and a point two hundred yards or thereabouts north of Middlewich Street Crewe:

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And they may in the said township of Monks Coppenhall—

Alter or enlarge the western arch of the bridge known as Liverpool Bridge which carries Earle Street over the said railway:

Certain other lands in the said townships of Monks Coppenhall and Church Coppenhall in the parish of Coppenhall lying on the west side of and adjoining the Company's Crewe and Manchester Railway and extending for distances of one hundred and thirty yards or thereabouts southward and five hundred yards or thereabouts northward from the bridge known as Manchester Bridge which carries Earle Street Crewe over the said railway:

And they may in the said township of Monks Coppenhall alter or enlarge the western arch of the said bridge:

(Lands at Handforth Station.) Certain lands in the township of Handforth in the parish of Cheadle lying on the west side of and adjoining the Company's Crewe and Manchester Railway and south of and near to Handforth Station:

(Lands at Moore Station.) Certain lands in the township of Moore in the parish of Runcorn lying on the north-west side of and adjoining the Company's Grand Junction Railway at or near Moore Station:

In the county of Lancaster—

(Lands at Tyldesley.) Certain lands in the township of Tyldesley-cum-Shakerley in the parish of Leigh lying on the south side of and adjoining the Company's Eccles Tyldesley and Wigan Railway and west of and adjoining Well Street Tyldesley:

(Lands at Platt Bridge.) Certain lands in the township of Ince-in-Makerfield in the parish of Wigan lying on both sides of and adjoining the Company's Lancashire Union Railway and between the bridge carrying that railway over Warrington Road and a point two hundred and forty yards or thereabouts west of the junction of that railway with the Company's Platt Bridge Junction Railway:

(Lands at Lime Street Station Liverpool.) Certain lands in the township and parish of Liverpool lying between and adjoining Hilbre Street Copperas Hill and Hotham Street:

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

In the west riding of the county of York—

(Lands at Grotton.) Certain lands in the township of Saddleworth in the parish of Rochdale lying on the south side of and adjoining the

Company's Oldham Branch and west of and near to Grotton Station: A.D. 1894.

In the county of Westmorland—

Certain lands in the township of Tebay in the parish of Orton lying on the east side of and adjoining the Company's Lancaster and Carlisle Railway and south of and near to Tebay Station: (Lands at Tebay.)

In the county of Monmouth—

Certain lands in the parish of Bedwellty lying on both sides of and adjoining the Company's Sirhowy Railway between the public road which crosses the said railway on the level at Tredegar Station and a point seven hundred yards or thereabouts south of the said station: (Lands at Tredegar.)

Certain other lands in the same parish being the houses and premises known as Numbers 1 2 3 4 and 5 Bishop's Terrace (West End) Ebbw Vale: (Lands at Ebbw Vale.)

Certain lands in the parish of Mynyddislwyn lying on the north-west side of and adjoining the River Sirhowy and on the south-west side of and adjoining the Company's Penllwyn Tramway one hundred and twenty yards or thereabouts from Nine Mile Point Station: (Lands at Nine Mile Point.)

In the county of Glamorgan—

Certain lands in the parish of Gelligaer lying on the north side of and adjoining the Company's Dowlais Extension Railway at or near Rhymney Bridge Station: (Lands at Rhymney Bridge Station.)

Certain lands in the parish of Bishopston lying on the south-west side of and adjoining the Company's Swansea Lines and on the north-west side of and adjoining the public road which passes over the railway at Killay Station: (Lands at Killay.)

In the county of Flint—

Certain lands in the townships of Bretton and Saltney in the parish of Hawarden lying on the north-east side of and adjoining the Company's property and west of and adjoining Saltney Lane near Mold Junction: (Lands at Mold Junction.)

In the county of Carnarvon—

Certain lands in the parish of Dwygyfylchi lying on the north-west side of and adjoining the Company's Chester and Holyhead Railway and extending for a distance of six hundred and fifty yards or thereabouts south-westwards from Penmaenmawr Station. (Lands at Penmaenmawr.)

**16.** Notwithstanding anything in this Act contained the Company shall not stop up the public footpath numbered on the deposited For the protection of the local

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board for the district of Tredegar.

plans 9 in the parish of Bedwellty in the county of Monmouth but they may extend in a westerly direction the existing arching over the same to an extent not exceeding ten feet the additional arching to be constructed of not less height and width than the existing arching over the said footpath.

For the protection of the Tredegar Iron and Coal Company Limited.

**17.**—(1) Notwithstanding anything in this Act contained or shown upon the deposited plans the Company shall not compulsorily acquire any portion of the land belonging or reputed to belong to the Tredegar Iron and Coal Company Limited and numbered on the said plans 7 and 8 in the parish of Bedwellty in the county of Monmouth lying eastward of the line A B C shown upon the copy of the deposited plans signed by William Henry Routledge on behalf of the Tredegar Iron and Coal Company Limited and Francis Stevenson on behalf of the Company.

(2) Before the Company take or interfere with the siding of the Tredegar Iron and Coal Company Limited lying on the east side of the Company's railway at the Tredegar Station or any portion thereof they shall construct to the eastward upon land belonging to the Tredegar Iron and Coal Company Limited a siding of equal length with the siding or portion of siding interfered with such substituted siding with all necessary works to be constructed at the expense of the Company and to the reasonable satisfaction of the engineer of the Tredegar Iron and Coal Company.

(3) The Company and the Tredegar Iron and Coal Company Limited may agree in writing for any variation or alteration of the provisions of this section or the manner in which the works hereby provided for shall be executed.

Period for compulsory purchase of lands.

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

Power to deviate in construction of new roads &c.

**19.** 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 any of the said works 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 &c. not to be stopped up till substituted roads completed.

**20.** The Company shall not stop up any road street 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 street 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 street 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:

And the certificate of such justices together with the plan (if any) showing such stopping up and diversion or new road or footpath as aforesaid shall as soon as conveniently may be after the making of the said certificate be lodged with the clerk of the peace for the county or borough in which the said road street or footpath or the diversion thereof is situated and shall at the quarter sessions which shall be holden in and for the said county or borough next after the expiration of four weeks from the day of the said certificate of the said justices having been lodged with the clerk of the peace as aforesaid be read by the said clerk of the peace in open court and the said certificate together with the plan as aforesaid shall be enrolled by the clerk of the peace amongst the records of the said court of quarter sessions.

Provisions as to repair of new roads &c.

**21.** 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 deviation and alterations of 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.

**22.** All rights of way over or along the several roads streets footpaths courts passages thoroughfares or highways or portions thereof which shall under the provisions of the section of this Act the marginal note of which is "Power to Company to make new roads and other works" be diverted stopped up and discontinued and over any of the lands which shall be purchased or acquired under the compulsory powers of this Act shall be and the same are

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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.

**23.** The site and soil of the several roads streets 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.

Power to Company and Great Western Company to acquire lands.

**24.** Subject to the provisions of this Act the Company and the Great Western Company or either of them with the consent of the other may from time to time enter upon take use and appropriate for the purpose of extending the station siding warehouse coal wharf depôt mineral goods and other accommodation of the said companies and for other purposes connected with their joint undertakings the lands herein-after described or referred to delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

(Lands at Chester.)

Certain lands houses and buildings in the parish of Chester in the city and county of the city of Chester lying on the south side of and adjoining the Chester Station and railway of the said companies and between City Road and Station View Road.

Period for compulsory purchase of lands by Company and Great Western Company.

**25.** The powers of the Company and the Great Western Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Power to Company and Great Western Company to make agreements.

**26.** The Company and the Great Western Company may enter into and carry into effect agreements with respect to the purchase holding and user of the lands which by this Act they are authorised to acquire and with respect to the payment and contribution to be made by each of them towards the costs charges and expenses incurred in respect thereof.

Power to Shropshire Union Company to acquire lands.

**27.** Subject to the provisions of this Act the Shropshire Union Company may enter upon take use and appropriate to the purposes of their undertaking the lands herein-after described or referred to

delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

(Lands at Stoke.) Certain lands and buildings in the township and parish of Stoke-upon-Trent in the county of Stafford lying on the south-west side of and adjoining Copeland Street and on the north-west side of and adjoining the Newcastle-under-Lyme branch of the Trent and Mersey Canal:

(Lands at Hanley.) Certain lands and buildings in the township of Hanley in the parish of Stoke-upon-Trent in the same county lying at or near the west end of Clough Street opposite the entrance to the North Staffordshire Railway Company's Goods Depôt and between the west end of Clough Street and Morley Street:

(Lands at Tunstall.) Certain lands and buildings in the township of Tunstall in the parish of Wolstanton in the same county lying on the north-east side of and adjoining Scotia Road Tunstall near its junction with Woodland Street and between Scotia Road and the North Staffordshire Railway:

Certain other lands and buildings in the same township and parish lying on the east side of and adjoining the Trent and Mersey Canal and opposite the tileries belonging or reputed to belong to Messrs. Peake.

Period for compulsory purchase of lands by Shropshire Union Company.

**28.** The powers of the Shropshire Union Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Power to owners to grant easements.

**29.** 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 Company and the Great Western Company or to the Shropshire Union Company as the case may be any easement right or privilege (not being an easement right or privilege of water in which other than parties to the agreement have an interest) required for any of the purposes of this Act to be executed by them respectively 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.

**30.**—(1) None 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

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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 that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) Shall have given security to the satisfaction of the 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 any 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 any 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 beyond the metropolis by any 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) Any 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 any of the said companies in pursuance of any scheme under this section shall for a period of twenty-five years from the date of the scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

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

(8) So much of section 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 any of the said companies for the purpose of any scheme under this section.

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(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 for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10) The company 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 any of the said companies 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 or companies by whom the same were acquired 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 artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Abandonment of

**31.** The Company may and shall abandon the construction of (1) so much of the railway at Peasley Cross authorised by the

London and North Western Railway Act 1891 as will be rendered unnecessary by the construction of the deviation and alteration of that railway by this Act authorised and (2) the Griff Branch Extension authorised by the London and North Western Railway (New Railways) Act 1892.

authorised railways.

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

**32.** The abandonment by the Company under the authority of this Act of the said railway and portion of railway shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the London and North Western Railway Act 1891 or the London and North Western Railway (New Railways) Act 1892.

Compensation to be made in respect of work abandoned.

**33.** Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to the said railway or portion of railway the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Extending time for sale of certain superfluous lands of Company.

**34.** Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated the periods for and within which the Company may hold sell and dispose of any superfluous lands connected with the railways or situate in the parish respectively described or mentioned in the 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

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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 Midland 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 Midland Railway Company with which that Act is incorporated the periods for and within which the Company and the Midland Railway Company jointly may hold sell and dispose of any superfluous lands connected with their Market Harborough joint station are hereby extended for the period of ten years from the passing of this Act.

Provision as to certain lands of Dundalk Newry and Greenore Railway Company.

**36.** Notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Dundalk Newry and Greenore Railway Company with which that Act is incorporated that company may hold use sell lease let or otherwise dispose of the lands acquired by them near Greenore Station upon such terms and conditions and for such considerations as they may think fit.

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

**37.** 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 and Shropshire Union Companies may apply corporate funds.

**38.** The Great Western Company and the Shropshire Union Company respectively 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.

Saving rights of the Duchy of Lancaster.

**39.** Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to Her Majesty in right of Her Duchy of Lancaster without the consent in writing of the chancellor for the time being of the said duchy first had and obtained (which consent the said chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or

authority vested in or enjoyed or exerciseable by Her Majesty Her heirs or successors in right of Her said duchy.

Provision as to general Railway Acts.

**40.** Nothing in this Act contained shall exempt the Company or the Great Western Company or the Shropshire Union 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 said companies.

Costs of Act.

**41.** 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.

# SCHEDULE referred to in the foregoing Act.

## Superfluous Lands.

### Railways.

Aston Runcorn and Ditton Railway.
Carnarvonshire Railway.
Crewe and Shrewsbury Railway.
Eccles Tyldesley and Wigan Railway and Leigh and Bedford Branch.
Liverpool and Manchester Railway.
Northampton and Market Harborough Railway.
Sutton Coldfield and Lichfield Railway.
West Leigh Branches.

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