ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. ccxxvi.

An Act for conferring additional Powers on the *London and North-western* Railway Company for the Construction of Works, and otherwise in relation to their own Undertaking and the Undertakings of other Companies; for authorizing the Abandonment of certain Railways; and for other Purposes. [25th *July* 1864.]

WHEREAS it is expedient that the *London and North-western* Railway Company (in this Act called "the Company") should be empowered to construct the Railways and Works herein-after mentioned; (that is to say,)

A Railway commencing in the Township of *Crewe* in the County of *Chester* at or near the Junction of the *Chester and Crewe* Branch with the Main Line of the *London and North-western* Railway, and terminating in the Township of *Monks Coppenhall* in the same County by a Junction with the *Chester and Crewe* Branch of the same Railway;

A Railway between the *Newport, Abergavenny, and Hereford* Line of the *Great Western* Railway in the Parish of *Saint John the*

Baptist in the City of *Hereford*, and the *Hereford, Ross, and Gloucester* Line of the *Great Western* Railway Company in the Parish of *Saint Martin* in the County of *Hereford*;

A Railway from the *Hampstead Junction* Railway in the Parish of *Willesden* to the *London and North-western* Railway in the Parish of *Acton*, all in the County of *Middlesex*;

A Railway from the *Hampstead Junction* Railway in the Parish of *Willesden*, to the *West London* Railway in the Parish of *Hammersmith*, all in the said County of *Middlesex*;

A Railway or Siding to be situate wholly in the Township and Parish of *Liverpool* in the County of *Lancaster*, in connexion with the *Wapping* Station of the Company:

And whereas it is also expedient that the Company should be empowered to make Alterations or Deviations in the Roads hereinafter described, and to stop up and discontinue as public Thoroughfares, and to appropriate to the Purposes of the Company, Portions of the said Roads; (that is to say,)

Within the Township of *Hartsheath* in the Parish of *Mold* in the County of *Flint*, the public Road leading from *Bryngrono Bridge* to *Hope*;

Within the Township of *Leeswood* in the said Parish of *Mold*, the public Road leading from *Pontblyddyn* to *Leeswood*;

Within the Township and Parish of *Flint* in the said County of *Flint*, the public Road called *Brick-kiln Lane*;

And whereas it is also expedient that the Company be empowered to purchase for the Purposes of their Undertaking and to appropriate the additional Lands, Houses, and Property following; (that is to say,)

Certain Lands and Houses and Property in the Parish of *Saint Leonard, Shoreditch*, in the County of *Middlesex*, extending from the North Side of *Eldon Street* to the South Side of *Ruddock's Buildings*, and situate on the North-westerly Side of *Long Alley*, including the Sites of *Long Alley*, and all Streets, Courts, Alleys, and Places within the Limits aforesaid, except *Crown Street*:

Certain Lands and Houses in the Township and Parish of *Wigan* in the County of *Lancaster*, adjoining the Company's Station on the North-west Side thereof, and thence extending to *Chapel Lane*; and also certain other Lands and Houses in and adjoining *Wallgate* in the said Township and Parish of *Wigan*, extending in front of *Wallgate* Twenty-five Yards or thereabouts, and in Depth Forty-five Yards or thereabouts, all which last-mentioned Lands and Houses are situate on the North-east Side of and near the Company's Station and Premises at *Wigan*;

The London and North-western Railway (Additional Powers) Act, 1864.

Certain Lands and Property situate in the Townships of *Saltney* and *Bretton*, or One of them, in the Parish of *Hawarden* in the said County of *Flint*, forming a Strip of Land Fifty Yards in Width on each Side of the *Mold* Railway of the Company parallel with and adjoining thereto, commencing at the Point where the said *Mold* Railway joins the *Chester and Holyhead* Railway, and extending in the Direction of *Mold* a Distance of One Mile or thereabouts, and another Strip of Land situate in the Townships of *Saltney*, *Bretton*, *Manor*, and *Rake*, in the Parish of *Hawarden* aforesaid, Fifty Yards in Width, parallel with and adjoining the South Side of the said *Chester and Holyhead* Railway, and extending from the Point where the said *Chester and Holyhead* Railway crosses *Saltney Lane* on the Level a Distance of Sixty Chains or thereabouts towards *Holyhead*;

Certain Lands and Property situate in the Townships of *Bistree*, *Hartsheath*, and *Leeswood*, in the said Parish of *Mold*, forming a Strip of Land Fifty Yards in Width, parallel with and adjoining each Side of the *Ffrith* Branch of the *Mold* Railway, and extending from the Junction of the said *Ffrith* Branch with the said *Mold* Railway to the said Turnpike Road leading from *Wrexham* to *Mold*;

Certain Lands in the Township of *Salford* and Parish of *Manchester* in the said County of *Lancaster*, adjoining the *London and North-western* Railway, and running parallel thereto, on the South-west Side thereof, extending from the West Side of *Oldfield Road* to the East Side of *Chester Street*, and in Depth on the South of the said Railway Ninety Yards or thereabouts:

And whereas it is also expedient that the Company should be empowered to stop up and discontinue and extinguish all Rights of Way in respect of and to divert a certain public Footpath in the County of *Flint*: And whereas Plans and Sections showing the respective Lines and Levels of the proposed Railways and other Works by this Act authorized, and the Lands required for the Purposes thereof, and Plans of the other Lands proposed to be acquired by the Company under this Act, and Books of Reference to such respective Plans, have been deposited with the Clerks of the Peace for the several Counties within which those respective Works will be constructed and those respective Lands are situate: And whereas it is expedient that further Provision should be made for the Sale by the Company of certain superfluous Lands acquired by them or on their Behalf: And whereas it is expedient that so much of "The *London and North-western* Railway (*Cheshire* Lines) Act, 1861," as relates to the intended Railway in that Act secondly described, should

24 & 25 Vict. c. cx.

should be repealed, by reason of the Objects contemplated by the Construction of that Railway having been attained by the Formation of other Railways, and that Provision should be made for the Abandonment of such Railway: And whereas by "The *South Staffordshire* Railway Act, 1855," the *South Staffordshire* Railway Company were empowered to construct certain Railways, One of which was intended to form Junctions with the *Birmingham, Wolverhampton, and Dudley* Railway, and with the *Oxford, Worcester, and Wolverhampton* Railway respectively: And whereas the Construction of that Portion of the said Railway which was intended to form a Junction with the *Oxford, Worcester, and Wolverhampton* Railway has, by reason of Arrangements made between the Company and other Companies, become unnecessary: And whereas the *South Staffordshire* Railway Company have agreed to lease their Undertaking to the Company: And whereas it is expedient that so much of "The *South Staffordshire* Railway Act, 1855," as relates to that Portion of the said Railway which was intended to form a Junction with the *Oxford, Worcester, and Wolverhampton* Railway should be repealed, and that Provision should be made for the Abandonment thereof: And whereas it is expedient that the Heads of Agreement between the Company and the *Great Western* Railway Company with reference to the Working and Use, Management and Maintenance of the Railway by this Act authorized to be constructed to connect the *Newport, Abergavenny, and Hereford* Railway with the *Hereford, Ross, and Gloucester* Railway, and the Costs and Expenses of such Working and Use, Management and Maintenance, and with respect to the Use by the Company of so much of the *Hereford, Ross, and Gloucester* Railway as is situate between the Point at which the said proposed Railway will join the same and the *Barrscourt* Joint Railway Station at *Hereford*, and with respect to such Alterations and Additions in the said Portion of Railway as may be necessary for enabling the Companies to use the same, (a Copy whereof is contained in the Schedule to this Act,) should be confirmed: And whereas it is expedient that the Company and the *Midland* Railway Company should be empowered, during the Subsistence of any Lease of the Undertaking of the *Lancaster and Carlisle* Railway Company, or of any Part of that Undertaking, to the Company, to enter into and carry into effect Arrangements and Agreements with reference to the Use by the *Midland* Railway Company of the Undertaking of the *Lancaster and Carlisle* Railway Company (including the *Lancaster and Preston Junction* Railway and the *Kendal and Windermere* Railway), and with reference to the Traffic passing over the same: And whereas it is expedient that the Company and the *Vale of Clwyd* Railway Company should be empowered to enter into and carry into effect Arrangements and Agreements

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ments with reference to the Use, Working, Maintenance, and Management by the Company of the Undertaking, or any Part thereof, of the *Vale of Clwyd* Railway Company, and with reference to the Transmission of Traffic upon and over the Railways, or any Parts thereof, of the Company and the *Vale of Clwyd* Railway Company respectively, and to the Interchange of Traffic between their respective Railways, and the fixing and ascertaining and Division and Apportionment between the said Companies of the Tolls, Rates, and Charges arising from such Traffic: And whereas it is expedient that the Proportion in which the Company and the *Great Western* Railway Company, as the Owners of the *Birkenhead* Railway, shall be liable to be assessed and to contribute, in respect of the said *Birkenhead* Railway, to the Improvement Rates leviable under any Acts relating to the *Birkenhead* Improvement Commissioners, should be limited and defined: And whereas it is expedient that the Company should be empowered to raise further Capital for the Purposes of this Act: And whereas it is expedient that some of the Powers and Provisions of the existing Acts relating to the Company should be altered, amended, extended, and enlarged, and such further Powers granted to the Company as are herein-after mentioned: And whereas the several Purposes aforesaid 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 (Additional Powers) Act, 1864."

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and also Part I., relating to the Construction of a Railway, of "The Railways Clauses Act, 1863," and Part II., (relating to Additional Capital,) of "The Companies Clauses Act, 1863," so far as the Provisions of the same respectively are applicable to the Purposes of and are not altered or varied by this Act, are incorporated with and form Part of this Act.

Same Meanings to Words in incorporated Acts as in this Act.

3. The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless excluded by the Subject or Context; and the Expression "the Corporation" in this Act means the Mayor, Aldermen, and Burgesses of the Borough of *Liverpool*, and the Expression "the Borough" means the Borough of *Liverpool*.

Interpretation of Terms.

4. The Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression, in this Act or any Act incorporated herewith, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Definition of the Term "Parish Clerks."

5. In construing in connexion with this Act "The Railways Clauses Consolidation Act, 1845," the Term "Parish Clerks" in that Act shall, as regards those Parishes in which, by the Standing Orders of each House of Parliament, Plans, Sections, and other Documents are now required to be deposited with the Vestry Clerk of the Parish, or with the Clerk of the District Board of Works for the District in which the Parish is included, mean in the First Case the Vestry Clerks of those Parishes, and in the Second Case the Clerks of those District Boards of Works.

Power to take Lands.

6. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time enter upon, take, and use and appropriate all or any of the Lands defined on the Plans and described in the Books of Reference deposited as aforesaid, and set forth and described in the Preamble to this Act: Provided always, that the Company shall not, otherwise than by Agreement, enter upon, take, use, or appropriate any of the Lands in the Township of *Salford* in the Parish of *Manchester* herein-before described as adjoining the *London and North-western* Railway, and running parallel thereto on the South-west Side thereof, extending from the West Side of *Oldfield Road* to the East Side of *Chester Street*, and in Depth on the South of the said Railway Ninety Yards or thereabouts.

Power to make Railways.

7. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time make and maintain, in the Lines and according to the Levels shown on the deposited Plans and Sections relating thereto, and in and upon the Lands which the Company are by this Act authorized to enter upon, take, and use in relation thereto, the Railways following, with all proper Stations, Approaches, Works, and Conveniences connected therewith; (that is to say,)

A Railway commencing in the Township of *Crewe* in the County of *Chester* at or near the Junction of the *Chester and Crewe* Branch with the Main Line of the *London and North-western* Railway, and terminating in the Township of *Monks Coppenhall* in the Parish of *Coppenhall* in the same County by a Junction with the *Chester and Crewe* Branch of the same Railway to

the West of a Bridge where the Road from *Wistaston* crosses the said *Chester and Crewe* Railway:

A Railway commencing in the Parish of *Saint John the Baptist* within the City of *Hereford* and the Liberties thereof, and in the County of *Hereford*, by a Junction with the *Newport, Abergavenny, and Hereford* Line of the *Great Western* Railway, and terminating in the Township of *Lower Bullingham* in the Parish of *Saint Martin* in the County of *Hereford* by a Junction with the *Hereford, Ross, and Gloucester* Line of the *Great Western* Railway:

A Railway commencing in the Parish of *Willesden* in the County of *Middlesex* by a Junction with the *Hampstead Junction* Railway near to the *Kensal Green* and *Harlesden* Station of that Railway, and terminating in the Parish of *Acton* in the same County by a Junction with the *London and North-western* Railway to the Westward of the Bridge which carries the *North and South-western Junction* Railway over the *London and North-western* Railway in the Parish of *Hammersmith*:

A Railway commencing in the said Parish of *Willesden* by a Junction with the said *Hampstead Junction* Railway on the West Side of the Bridge which carries the Road leading from *London* to *Harlesden* over the last-named Railway, and terminating in the Parish of *Hammersmith* by a Junction with the *West London* Railway near to the Point where such last-named Railway crosses the *Grand Junction* Canal:

A Railway or Siding, to be situate wholly in the Township and Parish of *Liverpool* in the County of *Lancaster*, commencing by a Junction with the *London and North-western* Railway at or near the Point where that Railway passes under *Upper Frederick Street*, and terminating in the *Wapping* Station of the said Railway to the West of *Park Lane*:

And the said Railways and the Works connected therewith shall, with respect to Tolls, Rates, and Charges, and for all other Purposes whatsoever, be Part of the Undertaking of the Company.

Company to prescribe Rules, &c. to be observed by their Servants.

8. The Company shall prescribe such Rules and Regulations to be observed by their own Servants and the Servants of any other Company or Person who may work over the Railway from the *Hampstead Junction* Railway to the *West London* Railway by this Act authorized, as shall prevent Danger to the Public in the working of such Railway.

Works to be done in respect of the

9. Whereas it is proposed to carry the Railways, or some or One of them, by this Act authorized, under the *Harrow Road*, North of

One of the Metropolis Turnpike Roads.

the *Hampstead and City Junction* Railway Bridge, at a Point marked on the deposited Plan 3 and 4, in the Parish of *Willesden:* And whereas the said *Harrow Road* is a Turnpike Road under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames:* Therefore it shall not be lawful in any way to interfere with or alter the present Line or Level of the said Road; and the Arches of the Bridge carrying the said Road over the said Railways or Railway shall be of Length enough to support the present Width of the Road and Footpaths over the same, and not less than Forty Feet measured on the Square, and shall have not less than Eighteen Inches of Earth and Road Materials between the Crown of the Arch and the Surface of the Road over the same; and the said Road shall have a Parapet Wall on each Side thereof to the full Length or Span of the Bridge and Arch under the same Road; and from both Ends of such Parapet Walls, Screen Walls or Close Fences shall be made and carried for One hundred and fifty Feet in continuation of such Parapet Walls along both Sides of the said Road; and all such Parapet Walls, Screen Walls, and Close Fences shall be throughout of the Height of Six Feet Six Inches at least from the Level of the Centre of the Surface of the Road by the Side of which they shall be made and carried; and over the said Bridge and Arch, and for One hundred Feet on each Side thereof, Granite Curbs of Twelve Inches by Eight, and paved Water Channels, Eighteen Inches wide, shall be set at the Edges of the Footpaths by the Sides of the said Road; and the said Road and Footpaths, or so much thereof respectively as shall be disturbed or interfered with by the Works of the Company, shall be restored and made good; and in all Cases in which the Drainage of the said Road is interfered with or affected by any of the Works of the Company, the same Road shall be well and effectually drained by new Sewers, if necessary, and by all needful and proper connecting Drains, Gullies, Cesspools, and Gratings; and the Company shall, at their own Expense, and to the Satisfaction of the General Surveyor of the said Commissioners, do all the Works herein-before required to be done in respect of the said Road, and provide all the Materials necessary for such Works, and shall at the like Expense and to the like Satisfaction for ever hereafter maintain the said Bridge, Arches, Parapet Walls, Screen Walls, Close Fences, and Sewers.

For the Protection of the Road during Progress of Works, and afterwards.

10. It shall not be lawful for the Company to commence any Works connected with or affecting the said Turnpike Road until Ten Days after the Company shall have given Notice of their Intention so to do, and shall have delivered Plans and Drawings of the same to the General Surveyor of the said Commissioners, and shall have explained in Writing to him in what way it is proposed to carry on such

such Works; and as to the Road interfered with, if the General Surveyor shall require a sufficient temporary Road to be made by the Company instead of the Road to be interfered with, then the Company shall make and substitute such sufficient temporary Road before they interfere with the existing Road, and shall maintain the same until the Restoration of the existing Road, and be liable to the same Penalties for failing to make or, after Notice, to maintain such substituted Road as is and are provided by "The Railways Clauses Consolidation Act, 1845," with respect to substituted Roads, and the Failure to make the same; and unless such temporary Road shall be required, the Company shall, during the Progress of their Works, at all Times keep open and uninterrupted for the Traffic of the Public a clear Width, in all Places, of Twenty-five Feet of the existing Road; and all necessary Measures of Precaution for the Public Safety during the Progress of the Works of the Company, including the fencing of the Works and lighting and watching the same, shall be adopted by and at the Expense of the Company, and the Company shall be answerable for all Accidents and Damages which may happen by reason of any of the said Works of the Company, and shall save harmless the said Commissioners in respect thereof; and the Company shall finish and complete all Works, Matters, and Things connected with the Crossing under the Road, and give or restore to the Public the uninterrupted Use of the same Road and Footpaths within Six Months from the Day on which the same Road shall be first interfered with; and all such Works shall be done under the Direction and Superintendence from Time to Time and to the Satisfaction of the General Surveyor; and the Materials thereof shall be good and sufficient for the respective Purposes for which such Materials shall be used, and of such Descriptions respectively as shall be approved of by the General Surveyor; and in case the Company shall fail to do or to maintain and repair any Works according to the Provisions herein-before contained, and the Company shall not, upon being by the General Surveyor required so to do, proceed forthwith to do or to repair such Works to his Satisfaction, then and in any of such Cases it shall be lawful for the General Surveyor to cause all such Works and Repairs to be done as he in his Discretion shall think fit; and all Costs and Expenses of such Works and Repairs shall be paid on Demand by the Company, or, in default of Payment for Twenty-one Days after such Demand, may be recovered by the said Commissioners from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

Alterations may be made in the Works with Consent of Commissioners.

11. It shall be lawful for the said Commissioners and Company to agree with each other for the Alteration and Protection of the said Road in any other Manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the Company of

of all such Works as may be necessary or expedient for the Purposes aforesaid; and in case of any such Agreement it shall not be binding on the Company to do such of the Works, Matters, and Things required to be done by them as shall be by the said Agreement expressly dispensed with by the said Commissioners.

Regulations as to Construction of Works, &c. within the Borough of Liverpool.

12. In constructing within the Borough the Railway or Siding from the *London and North-western* Railway to the *Wapping* Station, and the Works connected therewith, the Company shall conform to and observe the following Provisions, Regulations, and Restrictions; (that is to say,)

Wherever it may be necessary to interrupt or interfere with any existing Sewer or Drain, they shall, before interrupting or interfering with such existing Sewer or Drain, construct according to a Plan to be approved by the Corporation another Sewer or Drain in lieu of and of equal Capacity with the Sewer or Drain so proposed to be interrupted or interfered with, and such new or substituted Sewer shall be connected, by and at the Expense of the Company, with any existing Sewers or Drains which may be interrupted or interfered with, and in such Manner as shall be approved by the Corporation:

If by reason of the Construction of the said Railway or Siding and Works any increased Length of Sewers or Drains shall become necessary, the same shall be constructed by and at the Expense of the Company:

If by reason of the Construction of the said Railway or Siding and Works the Corporation shall at any Time necessarily incur any Cost in altering any existing Sewer or Drain, the Company shall repay to the Corporation such additional Cost, and the same may be recovered, in default of Payment, in any Court of competent Jurisdiction.

Certain Provisions of 8 & 9 Vict. c. 20. to apply to Mains and Pipes of the Corporation of Liverpool.

13. The Provisions of "The Railways Clauses Consolidation Act, 1845," contained in the Sections of that Act 18 to 23 inclusive, shall apply to the Mains and Pipes, Watercourses and Water Pipes of the Corporation; and wherever 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.

Power to make Deviations in certain public Roads, and to discontinue Portions thereof.

14. The Company may make in the Lines and according to the Levels defined on the deposited Plans and Sections relating thereto the Alterations or Deviations of Roads herein-after mentioned; (that is to say,)

An Alteration or Deviation within the Township of *Hartsheath* in the Parish of *Mold* in the County of *Flint* of the existing public Road

Road leading from *Bryngrono Bridge* to *Hope*, to commence near the Point where the *Efrith* Branch of the *Mold* Railway belonging to the Company crosses the same Road on the Level about Two Furlongs from the *Padeswood* Station on the said *Mold* Railway, and to terminate at a Point on the said Road about Fifteen Chains in a South-easterly Direction from the Commencement of the said Deviation;

An Alteration or Deviation in the Township of *Leeswood* in the said Parish of *Mold* of the existing public Road leading from *Pontblyddyn* to *Leeswood*, to commence near the Point where the said *Efrith* Branch crosses the same Road on the Level, and to terminate by a Junction with the Turnpike Road leading from *Wrexham* to *Mold* at a Point near to or adjoining the Western End of the Bridge which carries the said *Efrith* Branch over the said Turnpike Road;

An Alteration or Deviation within the Township and Parish of *Flint* in the County of *Flint* of the existing public Road called *Brick-kiln Lane*, to commence near the Point where the *Chester and Holyhead* Railway belonging to the Company crosses the same Road on the Level, and to terminate at a Point on the Turnpike Road leading from *Connah's* Quay to *Flint* about One Chain South-eastwards of the Junction of the said *Brick-kiln Lane* with the Turnpike Road aforesaid, and may carry the said Road called *Brick-kiln Lane* over the *Chester and Holyhead* Railway by means of a Bridge;

And may, on the Completion of such respective Alterations and Deviations, stop up and discontinue as public Thoroughfares, and may appropriate to the Purposes of the Company, the Sites of so much of the existing Roads herein-before mentioned respectively as are situate between the Points at which the Alterations and Deviations of the said Roads are intended to commence and terminate as herein-before mentioned, save and except so much of *Brick-kiln Lane* aforesaid as shall extend beyond a Line drawn across the said Lane in continuation of the existing Fence Walls of the *Chester and Holyhead* Railway on each Side of the said Lane.

Power to stop up and discontinue certain Streets.

15. It shall be lawful for the Company to stop up and discontinue as public Thoroughfares a Street or Way in the Parish of *Saint Leonard, Shoreditch*, in the County of *Middlesex*, known as *Long Alley*, and all or any other Streets, Courts, Alleys, and Places within the said Parish of *Saint Leonard, Shoreditch* (except *Crown Street*), which are situate between the North Side of *Eldon Street*, the South Side of *Ruddock's Buildings*, and the North-westerly Side of *Long Alley*, and which are included within the Limits of Lands to be purchased

purchased within the said Parish as defined on the deposited Plans.

Site and Soil of Streets, &c. stopped up vested in Company.

16. The Site and Soil of the Streets, Highways, Courts, Alleys, and Places by this Act authorized to be either wholly or partially stopped up and discontinued, and the Fee Simple and Inheritance thereof, shall be, from the Time of the stopping up thereof respectively, absolutely vested in the Company, save and except so much of *Brick-kiln Lane* aforesaid as shall extend beyond a Line drawn across the said Lane in continuation of the existing Fence Walls of the *Chester and Holyhead* Railway on each Side of the said Lane as aforesaid.

Company to construct Thoroughfare in lieu of Long Alley.

17. The Company shall, before stopping up *Long Alley* or any Part thereof, make and construct, at their own Expense, and upon Land to be acquired by them under the Authority of this Act, a new Thoroughfare or Thoroughfares as follows: One to commence at or near the Point where *Ruddock's Buildings* intersects *Long Alley* so that it shall form a direct Continuation of that Part of *Long Alley* North of *Ruddock's Buildings*, and shall continue thence abutting on the Western Boundary of the Company's Property to *Crown Street*; and another Thoroughfare which shall commence at a Point on the South Side of *Crown Street*, Forty Feet West of the Termination of the Thoroughfare above described, and shall continue thence, abutting on the Western Boundary of the Company's Property, to *Eldon Street*; and the said Thoroughfare or Thoroughfares shall be constructed so that no Part thereof shall be less than Fifteen Feet in Width, exclusive of all Boundary Walls or Fences; and the Company shall provide and construct proper Sewers and Drains through the said Thoroughfare or Thoroughfares, with all necessary Connexions, Gullies, and other Works, to the Satisfaction of the Vestry, and shall well and properly flag or pave the said Thoroughfare or Thoroughfares to the Satisfaction of the Vestry of the Parish; and the said Thoroughfare or Thoroughfares, when constructed and finished, shall be vested in the Vestry of the Parish as a public Highway.

Archway to be constructed over Crown Street.

18. The Company shall construct an Archway across the Street in the Parish of *Saint Leonard, Shoreditch*, known as *Crown Street*, in the Line and according to the Levels shown on the deposited Plans and Sections relating thereto.

Crown Street to be crossed by means of a straight Girder Bridge.

19. The Archway over such Street shall be by means of a straight Girder Bridge of equal Height all the Way, spanning over the whole of the same Street, and so that no Part of the Abutments or Piers of the said Bridge, or any other Obstruction, shall stand upon any Part of

of the Carriage or Footway respectively; and the said Bridge shall be of the clear Height of Eighteen Feet throughout, and the present Level of the said Street shall not be altered or interfered with; and the said Bridge shall be, as far as is practicable, Water-tight, and constructed to the reasonable Satisfaction of the Surveyor for the Time being of the Parish of *Saint Leonard, Shoreditch;* and if the said Bridge shall, in the Opinion of the Vestry of the said Parish, prove a public Inconvenience by obstructing the Light in *Crown Street*, it shall be lawful for the said Vestry to set up and affix therein, and keep lighted with Gas by Day and by Night, a Lamp or Lamps for affording proper Light and Security to Passengers; and the Costs, Charges, and Expenses thereof and necessarily consequent thereon shall be paid by the Company within Fourteen Days after Demand in Writing by the said Vestry, and in default may be recovered from the said Company by the said Vestry, with full Costs of Suit, by Action in any Court of competent Jurisdiction.

Height of such Bridge.

Street beneath Bridge to be lighted with Gas (if Light is obstructed) at Expense of Company.

20. The Company shall, to the reasonable Satisfaction of the Surveyor to the Vestry, restore all Sewers, Drains, and Gullies in the Streets and public Places which shall be broken up, destroyed, or damaged in the Execution of the Works by this Act authorized, or provide, instead thereof, other and proper and sufficient Sewers, Drains, and Gullies; and all Sewers, Drains, Watercourses, and Works of Drainage made by the Company under the Provisions of this Act in the Parish of *Saint Leonard, Shoreditch*, shall be subject in all respects to the Jurisdiction of the said Vestry.

Company to restore Sewers, Drains, &c. broken up under the Authority of the Vestry.

21. And whereas, by reason of the Construction of the said Railway, and the taking down of Houses, Buildings, and other Premises and Conveniences, and the taking of Land in pursuance of this Act, Deficiencies may arise in the Assessments for the Poor and other Rates in the said Parish of *Saint Leonard, Shoreditch*, through which the said Line of Railway is intended to pass: Therefore the Company shall, from and after the Period when any Land, House, Building, Hereditaments, or Premises shall be taken or become unoccupied or untenanted by reason of the same being required for the Purposes of the said Railway, by Notice from the Company, up to the Period when the said Railway shall be assessed to such Rates as aforesaid, be assessed and rated for the same Premises respectively, in such Sum and Sums of Money as the same were assessed and rated at previously to the passing of this Act; and the Company shall pay and make good to and in aid of such Parish, out of the Monies of the Company, all such Rates as aforesaid, and in default of Payment thereof the same shall and may be levied and recovered from the Company, or their Treasurer or Clerk, in the same

Company to make good Deficiencies in Parish Rates during Construction of Railway.

Way or Manner as the same could or might have been recovered from the Owner or Occupiers of the same Premises in case this Act had not been passed.

For Protection of Sewers of Metropolitan and other Boards.

22. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of or so as to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under "The Metropolis Local Management Act, 1855," or any Act or Acts amending the same, or extending the Powers thereof, or with any Sewers or Works to be made or executed by the said Boards or Vestry, or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work until they shall have given to the said Metropolitan Board or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions, within Fourteen Days after Service of the said Plans, Sections, and Particulars as aforesaid, and the Company shall comply with and conform to all Orders, Directions, and Regulations of the said Metropolitan Board, and of the respective Boards or Vestries, in the Execution of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as such Boards or Vestries respectively may deem necessary, for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works herein-before referred to by or by reason of the said intended Works, or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively, against all and every the Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board or any District Board or Vestry may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to such Boards or Vestry by the Company on Demand; and

and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestry respectively, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Metropolitan Board, District Boards, and Vestries, or any or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

Power to discontinue Footpath at Bagillt Fawr and Bagillt Fechan.

23. Except as herein-after mentioned, the Company may stop and discontinue and extinguish all Rights of Way in respect of so much of the existing public Footpath in the Township of *Bagillt Fawr* and *Bagillt Fechan* in the Parish of *Holywell* in the County of *Flint*, leading from the Turnpike Road from *Flint* to *Mostyn* to the Shore of the River *Dee*, as crosses on the Level with the *Chester and Holyhead* Railway and Sidings near the *Bagillt* Station thereon, between the Points respectively marked A and B on the deposited Plan relating thereto, and may divert the same in the Line marked A, D, and C on the same Plan; but nothing in this Act contained shall authorize the Company to stop up, discontinue, or extinguish any Footpath or Rights of Way (if any) between the Points marked B and C on the same Plan, notwithstanding that on the said Plan such Footpath or Rights of Way are stated as being proposed to be stopped up.

Lands for extraordinary Purposes.

24. The Company from Time to Time, in addition to the other Lands which they are by this Act authorized to purchase, may by Agreement purchase any Quantity of Land not exceeding Four Acres for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845."

Powers for compulsory Purchases limited.

25. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

26. The Railways, new Road, and Deviations of Roads by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for the Construction thereof, or otherwise in relation thereto, shall cease to be exercised, except as to so much of those respective Works as shall then be completed.

27. If

The London and North-western Railway (Additional Powers) Act, 1864.

Penalty if Railways not completed and opened within Time limited.

27. If the Railways by this Act authorized are not completed and opened for public Traffic within the Period by this Act prescribed, the Company shall be liable to a Penalty of Fifty Pounds *per* Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until such Railways shall be completed and opened for public Traffic: Provided always, that 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 such Railways by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

As to Sale of certain superfluous Lands.

28. The Company may, notwithstanding anything to the contrary in "The Lands Clauses Consolidation Act, 1845," or any Act relating to the Company with which that Act is incorporated, retain and hold, for the respective Periods herein-after mentioned, any Lands acquired by them or on their Behalf in the Parishes of *Pinner-in-Harrow*, *Bedford*, *Linslade*, *Birmingham*, *Rugby*, and *Saint Albans*, which have not yet been applied to the Purposes of the Company, or sold or disposed of by them; that is to say, as regards the said Lands in the Parishes of *Pinner-in-Harrow* and *Saint Albans*, for the Period of Two Years from the passing of this Act, and as regards the said Lands in the other Parishes before mentioned, for the Period of Ten Years from the passing of this Act; but the Company shall, at the Expiration of such respective Periods of Two Years and Ten Years, sell and dispose of all Parts of such Lands which shall not then have been applied to and are not then required for the Purposes of their Undertaking.

Provision for Abandonment of One of the Railways authorized by 24 & 25 Vict. c. cx. "The London and North-western Railway (Cheshire Lines) Act, 1861."

29. From and after the passing of this Act so much of "The *London and North-western* Railway (*Cheshire* Lines) Act, 1861," as relates to the intended Railway in the said Act described as a Railway to commence in the Township of *Cheadle Bulkeley* by a Junction with the intended Railway first therein described, near to and on the Southerly Side of certain Bleachworks called the *Edgeley* Bleach Works, and to terminate in the Township and Parish of *Stockport* by a Junction with the *Stockport, Disley, and Whaley Bridge Junction* Railway, at a Point to the South-east of the Junction of the last-mentioned Railway with the *London and North-western* Railway, shall be and the same respectively are hereby repealed; and thereupon the Construction of the said Railway shall be abandoned.

Provisions of 18 & 19 Vict. c. clxxv. in

30. From and after the passing of this Act so much of "The *South Staffordshire* Railway Act, 1855," as relates to that Portion of the

the Railway by the said Act secondly authorized, as was intended to form a Junction with the *Oxford, Worcester, and Wolverhampton* Railway, shall be and the same is hereby repealed: Provided that any Lands acquired for the Purposes thereof, and required for the general Purposes of the *South Staffordshire* Railway Company in connexion with their Undertaking, may be retained by them: Provided also, that in respect of all Traffic hereafter carried over any Railway or Railways of the Company, or of the *South Staffordshire* Railway Company, or of the *Great Western* Railway Company, for which the abandoned Railway, if completed, would have provided a shorter and continuous Route, no greater Rate, Toll, or Charge shall henceforth be charged than could have been charged if the said abandoned Railway had been so opened, and such Traffic had been carried over the same; and if any Dispute shall arise in any Case as to whether the said Railway, if so opened, would not have provided a shorter and continuous Route, or as to the Rate, Toll, or Charge to be charged in consequence of this Enactment, every such Dispute shall be settled by Arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845."

reference to a Portion of One of the Railways therein authorized, repealed.

31. In any Case where, before the passing of this Act, any Contract has been entered into, or Notice given for purchasing or using any Lands authorized to be purchased for the Purposes of the Railway and Portion of Railway respectively, the Powers for the Construction of which are by this Act repealed, the Company, or, as the Case may be, the *South Staffordshire* Railway Company, shall make to the Owners or Occupiers of and other Parties interested in such respective Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such respective Purchase not being completed pursuant to such respective Contract or Notice; and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided that the Repeal by this Act of the Powers for the Construction of the before-mentioned Railway and Portion of Railway respectively shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company, or, as the Case may be, the *South Staffordshire* Railway Company, were so empowered to purchase as aforesaid, to receive Compensation for any Damage that may have been occasioned by the Entry upon such Lands for the Purpose of surveying or taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Railway pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained.

Compensation to be made where Contracts have been entered into or Notices given.

Heads of Agreement in Schedule confirmed.

32. The Heads of Agreement between the Company and the *Great Western* Railway Company which are set forth in the Schedule to this Act annexed are by this Act confirmed and made binding on the Two Companies respectively, and full Effect may and shall be given thereto.

Authorizing Arrangements with Midland Railway Company as to Lancaster and Carlisle Railway.

33. The Company and the *Midland* Railway Company may from Time to Time, during the Subsistence of any Lease of the Undertaking of the *Lancaster and Carlisle* Railway Company or of any Part of that Undertaking to the Company, enter into and carry into effect, and from Time to Time alter and vary, Arrangements and Agreements with reference to the Use by the *Midland* Railway Company of the Undertaking of the *Lancaster and Carlisle* Railway Company (including the *Lancaster and Preston Junction* Railway and the *Kendal and Windermere* Railway), or any Portion of such Undertaking, and with reference to the Traffic passing over the said Undertaking or any Portion thereof, and the fixing and ascertaining, and the Division and Apportionment between the said Companies, of the Tolls, Rates, and Charges arising from such Traffic: Provided always, that nothing in this Act contained shall be held or construed either as giving Validity to or prejudicing any Lease of the said Undertaking to the *London and North-western* Railway Company: Provided also, that any Agreement between the *Midland* Railway Company and the *London and North-western* Railway Company made under this Act, shall, if the Lease now existing between the *Lancaster and Carlisle* Railway Company and the *London and North-western* Railway Company either cease or be declared void by any Court of competent Jurisdiction, cease and be void, anything in this Act contained to the contrary notwithstanding.

Act not to affect "Citadel Station Agreement."

34. Nothing contained in or which may be done in pursuance of this Act shall alter, prejudice, or affect an Agreement, dated the Tenth Day of *May* One thousand eight hundred and fifty-seven, entered into between the *Lancaster and Carlisle* Railway Company and the *Caledonian* Railway Company, and described in the "*Carlisle Citadel* Station Act, 1861," as "The *Citadel* Station Agreement," as confirmed by that Act.

Authorizing Working, &c. Arrangements with Vale of Clwyd Railway Company.

35. The Company and the *Vale of Clwyd* Railway Company may from Time to Time enter into and carry into effect, and from Time to Time alter and vary, Arrangements and Agreements with reference to the Use, Working, Maintenance, and Management by the Company of the Undertaking, or any Part thereof, of the *Vale of Clwyd* Railway Company, and with reference to the Transmission of Traffic upon and over the Railways, or any Parts thereof, of the Company and

and the *Vale of Clwyd* Railway Company respectively, and to the Interchange of Traffic between their respective Railways, and the fixing and ascertaining, and Division and Apportionment between the said Companies, of the Tolls, Rates, and Charges arising from such Traffic; and Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," shall be incorporated with this Act with reference to any such Arrangement or Agreement.

Provision as to Birkenhead Rates.

36. Notwithstanding anything in any of the Acts relating to the *Birkenhead* Improvement Commissioners contained, the Company and the *Great Western* Railway Company, as the Owners of the *Birkenhead* Railway, or either of them, shall not be liable to be rated in respect of the Improvement Rates authorized to be levied by those Acts or any or either of them, to any greater Extent than One Third Part only of the net annual Value of the Land used only as Railways by the said Companies or either of them.

Provision as to closing of Transfer Books.

37. It shall be lawful for the Directors to close the Register of Transfers for a Period not exceeding Twenty-eight Days previous to each General Meeting of the Company, whether ordinary or special, and they may fix a Day for the closing of the same, of which Seven Days Notice shall be given by Advertisement in some Newspaper published in *London*; and any Transfer made during the Time when the Transfer Books are so closed shall, as between the Company and the Party claiming under the same, but not otherwise, be considered as made subsequently to such Meeting.

Power to raise additional Capital.

38. The Company may from Time to Time raise for the Purposes of this Act, by the Creation of new Shares, such Sums of Money as they shall think necessary, not exceeding in the whole Two hundred and sixty-five thousand Pounds, and may create and issue such Shares either wholly or partially as ordinary, or wholly or partially as preferential Shares, as they may think fit.

Shares not to issue until One Fifth Part paid up.

39. It shall not be lawful for the Company to issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid in respect thereof.

Except as otherwise provided, new Shares created by Company to

40. Except as is by this Act otherwise provided, the Share Capital created by the Company under this Act, and the Shares therein, and the Holders of those Shares respectively, shall be subject and entitled to the same Powers, Provisions, Forfeitures, Liabilities, Rights,

be subject to same Incidents as Ordinary Shares.

Rights, Privileges, and Incidents whatsoever in all respects as if that Capital were Part of the now existing Ordinary Share Capital of the Company, and those Shares were Shares in that Ordinary Capital.

Dividends on new Shares created by the Company.

41. Every Person who becomes entitled to a Share created by the Company under this Act shall in respect of the same be a Shareholder in the Company, and shall be entitled to a Dividend, either preferential or ordinary, as the Case may be, with the other Holders of Shares of the same Class or Description, proportioned to the whole Amount from Time to Time called and paid on such new Shares.

Votes and Qualifications in respect of Shares created by Company.

42. The Holders of the Shares created under this Act shall have Rights of voting, and Qualifications in respect thereof, on the Principle that each Sum of One hundred Pounds paid up in respect of the Shares held by any such Holder shall be deemed equivalent to One original Share of One hundred Pounds in the Capital of the Company, as prescribed by their Act of Incorporation: Provided, that no Person shall be entitled to vote in respect of any less Amount than One hundred Pounds paid up: Provided also, that (unless otherwise specified in any Resolution of the Company) no Person shall be entitled to vote in respect of any Share created or issued under this Act to which a preferential Dividend shall be assigned.

Power for Company to raise Capital under any other Act of this Session and this Act by new Shares of One Class.

43. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the Company be authorized to raise any Capital by new Shares, then, subject to the Provisions of the other Act and this Act respectively, the Company, if they think fit, may raise by the Creation and Issue of Shares of One and the same Class all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of Shares.

Power to borrow on Mortgage.

44. After Shares for the whole of the Sum by this Act authorized to be raised by Shares shall have been issued and taken up, and One Half of such Sum shall have been paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for all the Capital which the Company are by this Act authorized to raise by the Creation of new Shares have been issued and accepted, and that not less than One Fifth Part of the Amount thereof has been paid on account of each separate Share before or at the Time of the Issue or Acceptance thereof,

thereof, and that such Shares were issued and taken *bonâ fide*, and are held by Persons or their Assigns, and for which such Persons or their Assigns are legally liable, the Directors of the Company may borrow on Mortgage, and, if subsequently paid off, may again re-borrow, such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of any General or Special General Meeting of the Company, not exceeding in the whole the Sum of Eighty-eight thousand three hundred Pounds, in addition to the Sums which they are already authorized to borrow, or which they may be authorized to borrow by any other Act or Acts of Parliament, and, for securing the Repayment of the Sum so borrowed, with Interest, may mortgage the Undertaking belonging to them.

Former Mortgages to have Priority.

45. All Mortgages or Bonds granted or to be granted under the Authority of any Act already passed relating to the Company shall, during the Continuance thereof, have Priority over any Mortgages to be granted by virtue of this Act.

Application of Monies.

46. All and every Part of the Money to be raised under this Act, whether by Shares or by borrowing, or by Creation of Stock, shall be applied to the Purposes of this Act, and to no other Purpose.

Power to apply Corporate Funds to Purposes of this Act.

47. The Company may apply to the Purposes of this Act any of the Monies which they now have in their Hands or which they have Power to raise by Shares or Mortgage by virtue of any Acts relating to the Company, and which may not be required for the Purposes to which they are by any such Acts made specially applicable.

Interest not to be paid on Calls paid up.

48. The Company shall not, out of any Money by this Act or any other Act relating to the Company, authorized to be raised by Calls in respect of Shares, or by borrowing, pay to any Shareholder Interest or Dividend on the Amount of Calls made in respect of the Shares held by him: Provided always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits for future Bills not to be paid out of Capital.

49. The Company shall not, out of any Money by this Act or any other Act authorized to be raised by the Company, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of

of obtaining an Act authorizing the Company to make any other Railway, or execute any other Work or Undertaking.

Saving the Rights of the Vestry of the Parish of St. Leonard Shoreditch.

50. Nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, Authorities, or Privileges vested in the Vestry of the Parish of *Saint Leonard, Shoreditch*, in the County of *Middlesex*, but all such Rights, Powers, Authorities, and Privileges vested in them respectively shall be as good, valid, and effectual as if this Act had never been made, anything herein contained to the contrary notwithstanding.

Railways not exempt from Provisions of present and future General Acts.

51. Nothing in this Act contained shall exempt the Railways of the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, in respect of the Railways authorized by this or any other Act relating to the Company.

Nothing to exempt Railways herein named from Provisions of future General Acts.

52. Nothing in this Act contained shall exempt the Railways thirdly and fourthly in this Act described, or the Company in respect thereof, from the Provisions of any future General Act requiring Railway Companies to run Trains at low Fares for the Accommodation of the Labouring Classes having Business in the Metropolis.

Expenses of Act.

53. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

The London and North-western Railway (Additional Powers) Act, 1864.

SCHEDULE referred to in the foregoing Act.

HEADS OF AGREEMENT between The London and North-western Railway Company (herein-after called "the North-western Company") of the one Part, and the Great Western Railway Company (herein-after called "the Great Western Company") of the other Part.

Firstly. The North-western Company shall use their best Endeavours to obtain in the present Session of Parliament adequate Powers for the making by them of their proposed "Hereford Curve," being the Railway thirdly described in Clause 6 of their pending "London and North-western Railway (Additional Powers) Bill," and also the Powers for the Two Companies to make and carry into effect Agreements respecting the Hereford Curve, and the Portion between the Hereford Curve and the Barr's Court Joint Station of the Hereford, Ross, and Gloucester Railway, which are expressed in Clause 25 of the Bill as deposited, and the Great Western Company shall support the Application to Parliament for that Purpose.

Secondly. If Parliament think fit these Heads of Agreement shall be set forth in a Schedule to and be confirmed by the pending Bill.

Thirdly. If the Powers be obtained the North-western Company shall make the Hereford Curve with Two Lines of Rails on the Narrow Gauge with all Connexions requisite for affording full Communication for Trains between the Newport, Abergavenny, and Hereford Railway, and the Hereford, Ross, and Gloucester Railway, (in the Direction of the Barr's Court Joint Station, both inclusive,) and all proper Junction Signals; and the Great Western Company shall lay down on the Portion between the Hereford Curve and the Barr's Court Joint Station of the Hereford, Ross, and Gloucester Railway Two Lines of Narrow Gauge Rails, and shall make the requisite Alterations of the Bridge over the River Wye, so as to complete a double Line on the Narrow Gauge throughout in good and efficient Repair.

Fourthly. The Great Western Company shall have, free of all Toll and Charge, full Running Powers for all Purposes of their Traffic between the Hereford, Ross, and Gloucester Railway, and the Newport, Abergavenny, and Hereford Railway, over the Hereford Curve; and the North-western Company shall have, free of all Toll and Charge, full Running Powers for their Traffic passing between the Barr's Court Joint Station and the Newport, Abergavenny, and Hereford Railway, over the Narrow Gauge Rails to be so laid down by the Great Western Company on the Portion of the Hereford, Ross, and Gloucester Railway.

Fifthly. The North-western Company shall pay to the Great Western Company 3,000*l.* towards the Expense of executing the Works to be so executed by them when such Works are completed.

Sixthly.

Sixthly. All the Expenses of the Maintenance, Repair, and Renewal of the Barr's Court Joint Station, and the Portion between that Station and the Hereford Curve of the Hereford, Ross, and Gloucester Railway, and the Hereford Curve and the Junctions of the Hereford Curve with the Hereford, Ross, and Gloucester Railway, and the Newport, Abergavenny, and Hereford Railway respectively, and the Signals and other incidental Works, and the Signalmen at the respective Junctions of the Lines and on the Curve to be used by the Hereford, Hay, and Brecon Railway Company, shall be borne by the North-western Company and the Great Western Company in equal Shares: Provided always, that the North-western Company are not to pay any Portion of the Expenses of maintaining or repairing the Third Rail of the Broad Gauge Portion of the said Hereford, Ross, and Gloucester Line between the Junction with the Curve and the Barr's Court Joint Station.

Seventhly. The Working Expenses of the Barr's Court Joint Station, exclusive of the Expenses of working Goods Traffic and of the Signalmen at the Junctions of the Lines and the Curve to be used by the Hereford, Hay, and Brecon Railway Company, but inclusive of Yardmen, Pointsmen, and the necessary Staff for the due and proper working of the Outdoor Work of the Passenger Station and Station Yard there, and those mentioned in Article 6, shall be borne by the North-western Company and the Great Western Company respectively in the Proportions in which they are now liable to the same under the Indenture of July the 9th, 1862, set forth in Schedule (B.) to "The Shrewsbury and Hereford Railway (Leasing) Act, 1862."

Eighthly. Each of the North-western Company and the Great Western Company shall perform for themselves respectively, and at their own respective Expense, all their own respective Business of Goods Traffic at the Barr's Court Joint Station.

Ninthly. The Conduct of the whole of the Business of each of the Two Companies at the Barr's Court Joint Station (other than their respective Goods Traffic), and all the other Arrangements provided for by these Heads, shall be carried into effect under the Superintendence and Control and to the Satisfaction of the Joint Committee for the Management of the Shrewsbury and Hereford Railway, acting under the Third Article of the Indenture of July the 9th, 1862.

Tenthly. If and when required by the Two Companies, or either of them, these Heads of Agreement shall be extended into a more formal Agreement, in strict Accordance with these Heads, to be settled by John Horatio Lloyd, Esquire, or, him failing, by John Bullar, Esquire, on behalf of both Companies.

As witness the respective Seals of the Two Companies, this 1st Day of June in the Year of our Lord 1864.

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