CHAP. cxiv.

An Act for conferring further powers on the London and North-western Railway Company for the construction of works and otherwise, and also to sanction the construction of a road by the Mold and Denbigh Junction Railway Company; and for other purposes. [13th July 1871.]

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Dowlais and Vochrhiw Railway.

WHEREAS it is expedient that the London and North-western Railway Company (herein-after called the Company) should be empowered to construct a railway to connect their authorised Dowlais Extension Railway with the Brecon and Merthyr Railway, and that the heads of agreement between the Company and the Brecon and Merthyr Tydfil Junction Railway Company, which are set forth in the Schedule (A.) to this Act, should be confirmed:

Bangor and Carnarvon Railway.

And whereas the Bangor and Carnarvon Railway of the Company is constructed throughout the greater portion of it with a single line of rails only, and it is expedient that the Company should be empowered to widen and improve that railway, and to lay down an additional line of rails thereon where necessary:

Alteration of levels: Sheriff Street, Dublin.

And whereas, for the purposes of connecting the Company's station land at the North Wall, Dublin, with the railways of the Dublin and Drogheda Railway Company and the Midland Great Western Railway (of Ireland) Company, it is expedient that the Company should be empowered to alter and raise the levels of a portion of Upper Sheriff Street, Dublin, and to appropriate and use the present site thereof, and to execute the other works in this Act mentioned in connexion therewith:

Church Road, Dublin.

And whereas it is also expedient that the Company should be empowered to stop up a portion of Church Road, Dublin, and part of a public footpath leading thereto:

Other works and additional lands.

And whereas it is expedient that the Company should be empowered to make the new roads and alterations of roads and

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other works, and to stop up the roads, streets, and footpaths in this Act mentioned, and to acquire for the purposes of the works by this Act authorised, and for other purposes connected with their undertaking, the lands and buildings in this Act also mentioned or referred to, and to construct, in connexion with certain of those lands at Liverpool, arching or openings under the highways herein-after mentioned:

Fee simple in other lands.

And whereas it is expedient that the Company should be empowered to acquire the fee simple of certain lands now held by them on a less tenure:

Superfluous lands.

And whereas it is expedient that further powers should be conferred upon the Company with respect to the sale, lease, or other disposal of lands acquired by the Company, which are not or eventually may not be required for the purposes of their undertaking:

Confirmation of agreement as to London, Tilbury, and Southend Railway.

And whereas it is expedient that the heads of agreement between the Company, the North London Railway Company, the London, Tilbury, and Southend Railway Company, and Messieurs Peto, Brassey, and Betts, which are set forth in Schedule (B.) to this Act, should be confirmed:

Hotel at Liverpool.

And whereas it is expedient that the application by the Company of a portion of their funds towards the purposes of the North-western Hotel at Liverpool which adjoins their Lime Street station there should be sanctioned:

Hotel at Buxton.

And whereas it is expedient that the Company should be empowered to apply a portion of their funds in or towards the purposes of the hotel erected at Buxton in close proximity to their station there:

Chester and Holyhead and Shropshire Union Companies.

And whereas the undertakings of the Chester and Holyhead Railway Company and the Shropshire Union Railways and Canal Company are respectively leased for a long term of years to or otherwise vested in the Company; and it is expedient that the Company should be empowered to exercise, in their own name and under their own seal, by the granting of mortgages or debentures and the creation and issue of debenture stock, the borrowing powers of those companies:

Mold and Denbigh Road.

And whereas the railway of the Mold and Denbigh Junction Railway Company (herein-after called the Mold Company) is under the authority of Parliament worked by the Company, and it is expedient that the construction by the Mold Company of a certain road in the parish of Nannerch for the purpose of avoiding two road crossings on their railway should be confirmed:

Plans and sections deposited.

And whereas plans and sections showing the respective lines and levels of the railway, new roads, and other works above referred to, and by this Act authorised to be made, and plans of the lands above referred to, and by this Act authorised to be acquired and appropriated, and books of reference to those plans, have been 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 referred to as the deposited plans, the deposited sections, and the deposited books of reference:

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

Short title.

1. This Act may be cited for all purposes as "The London and North-western Railway (Additional Powers) Act, 1871."

Provisions of general Acts herein named incorporated.

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

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869:

The Railways Clauses Consolidation Act, 1845, the Railways Acts (Ireland), 1851, 1860, and 1864; and,

Part I. relating to the construction of a railway of The Railways Clauses Act, 1863.

Interpretation of terms.

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 "the Company" means the London and North-western Railway Company:

The expression "the Mold Company" means the Mold and Denbigh Junction Railway Company:

The expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act

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wholly or partially 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.

As to certain plans deposited with vestry clerks, &c.

4. And whereas by the Railways Clauses Consolidation Act, 1845, it is provided that a certificate of any omission, mis-statement, or erroneous description in certain plans and books of reference therein referred to should be deposited with the parish clerks of the several parishes in England in which the lands affected thereby shall be situate, and it is also provided that certain plans and sections of such alterations in the original plans and sections as shall have been approved of by Parliament should also be deposited with the clerks of the several parishes, and be retained and produced by them for inspection in manner therein mentioned: And whereas in compliance with the present standing orders of both Houses of Parliament the several plans, sections, and other documents heretofore required to be deposited with the parish clerks are in respect of lands in any parish comprised in the Metropolis Management Act, 1855, to be deposited with the vestry clerk, if the parish be in Schedule (A.) to that Act, and with the clerk of the board of works for the district if the parish be in Schedule (B.) to that Act: Therefore, with reference to and for all the purposes of this Act in all the provisions of the Railways Clauses Consolidation Act, 1845, relating to the matters aforesaid, the expression "parish clerks of the several parishes" or "clerks of the several parishes" shall be read and construed as if in that Act the expression "vestry clerk of the parish," if the parish be in the said Schedule (A.), and "clerk of the board of works of the district," if the parish be in Schedule (B.) of the said Metropolis Management Act, (as the case may be,) had been used and inserted in lieu of the expression "parish clerks of the several parishes," "or clerks of the several parishes," as the case may be.

As to deposit of plans with clerks of unions in Ireland.

5. And whereas by the Railways Clauses Consolidation Act, 1845, it is provided that a certificate of any omission, mis-statement, or erroneous description in certain plans and books of reference therein referred to shall be deposited with the postmasters of the post towns in or nearest to the several parishes in Ireland in which the lands affected thereby shall be situate, and it is also provided that certain plans and sections of such alterations in the original plans and sections as shall have been approved of by Parliament shall also be deposited with such postmasters, and be retained and produced by them for inspection in manner therein mentioned: And whereas, in compliance with the present standing orders of both

Houses of Parliament, the several plans, sections, and other documents heretofore required to be deposited with the postmasters of the post towns in Ireland are now deposited with the clerks of the unions instead of such postmasters: Therefore, with reference to and for the purposes of this Act, all the provisions of the Railways Clauses Consolidation Act, 1845, relating to the matters aforesaid shall be read and construed as if instead of the expression "post-masters of the post towns in or nearest to such parishes in Ireland" the expression "clerks of the unions within which such parishes are included in Ireland," and as if instead of the word "postmasters" the words "clerks of the union," had been used and inserted in that Act throughout those provisions.

Power to make railway.

6. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railway herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference relating thereto as may be required for that purpose.

The railway herein-before referred to and authorised by this Act is,—

The Dowlais and Vochrhiw Railway (one furlong five and a half chains or thereabouts in length) connecting the Dowlais Extension Railway of the Company authorised by and sixthly described in the London and North-western Railway (New Lines) Act, 1867, with the Brecon and Merthyr Railway, near the booking office of the Dowlais Top Station on that railway, and wholly situate in the county of Glamorgan:

With respect to tolls and charges, and for all other purposes whatever, the railway by this Act authorised and herein-before described shall be part of the Company's undertaking.

Period for completion of railway.

7. The railway by this Act authorised and herein-before described shall be completed within five years from the passing of this Act.

Imposing penalty unless railway be opened.

8. If the Company fail within the period limited by this Act to complete the railway by this Act authorised and herein-before described, 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 railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway, and the said penalty may be applied for by any landowner or other person claiming to

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be compensated in respect of the railway in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act seventeen and eighteen Victoria, chapter thirty-one, known as the Railway and Canal Traffic Act, 1854, and 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 the said third section of the Act seventeen and eighteen Victoria, chapter thirty-one, to an account to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England in the bank named in such 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 railway by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty in compensation to parties injured by non-completion of railway.

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

On expiration of time limited for completion of railway, powers to cease.

10. If the railway authorised by this Act and herein-before described shall not be completed within the period limited by this Act, then on the expiration of such period the powers by this Act granted to the Company for making and completing the said railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Land for extraordinary purposes.

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

Power to widen, &c. Bangor and Carnarvon Railway.

12. Subject to the provisions of this Act, the Company may, in the lines and according to the levels and within the limits shown on the deposited plans and sections, widen and improve and lay down an additional line of rails upon or in connexion with their Bangor and Carnarvon Railway, and may enter upon, take, and use the lands delineated on the deposited plan and described in the deposited book of reference relating thereto required for those purposes; and such widening and improvement and additional line of rails shall, with respect to tolls and charges and for all other purposes whatever, be a part of the Bangor and Carnarvon Railway of the Company.

Power to cross certain roads on the level.

13. Subject to the provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to the construction of a railway) of "The Railways Clauses Act, 1863," contained in reference to the crossing of roads on the level, it shall be lawful for the Company, in exercising the powers conferred on them by the last preceding enactment, to carry the Bangor and Carnarvon Railway with a double line of railway only across and on the level of the roads next herein-after mentioned; (that is to say,)

No. on deposited plan.	Parish.	Description of Road.
12	Llanfair-ys-Gaer - -	Public carriage road.
21 *a*	Ditto - -	Ditto.
2	Llanbeblig - - -	Ditto.

Heights and spans of certain bridges.

14. The Company may make the arches of the bridges for carrying the Bangor and Carnarvon Railway, as by this Act authorised to be widened and improved, over the roads next herein-after mentioned, of any heights and spans not less than the heights and spans herein-after mentioned in connexion with those roads respectively; (that is to say,)

No. on deposited plan.	Parish.	Description of road.	Height.	Span.
7	Bangor - -	Public carriage road	—	15 feet.
24	Ditto - -	Turnpike road -	—	30 feet.
35	Ditto - -	Public carriage road	8 feet	15 feet.
8	Llanfair-ys-Gaer	Ditto	—	20 feet.

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For protection of the Shrewsbury and Holyhead Road.

15. Nothing in this Act contained shall authorise the Company to take, use, divert, or otherwise interfere with any part of the Shrewsbury and Holyhead Road, without the previous consent in writing of the Commissioners for the time being acting in execution of an Act passed in the third and fourth years of the reign of Her present Majesty, chapter 104.

Power to make new roads, &c.

16. Subject to the provisions of this Act, the Company may make, in the lines and according to the levels shown on the deposited plans and sections, the new roads and other works herein-after described, with all proper works and conveniences connected therewith, and may exercise the powers herein-after mentioned, and may enter upon, take, and use the lands required for those purposes or herein-after described, delineated on the deposited plans and described in the deposited books of reference relating thereto; (that is to say,)

They may alter and raise the levels of so much of the carriageway and footpaths of Upper Sheriff Street in the parish of Saint Thomas in the county of the city of Dublin as extends from a point on that street one hundred yards or thereabouts east of the junction of that street with Wapping Street to another point thereon fifty yards or thereabouts east of the point where Upper Sheriff Street crosses the Royal Canal, and may carry the same over the present site of that portion of Upper Sheriff Street partly by means of arching or other openings, and partly by embankment, and they may appropriate to and use for the purposes of their undertaking the present site of the portion of Upper Sheriff Street above described, and they may alter and raise the levels of so much of Wapping Street in the said parish of Saint Thomas, Dublin, as extends for a distance of eighty yards or thereabouts from the junction of that street with Upper Sheriff Street, and of so much of Abercorn Road in the same parish as extends for a distance of seventy yards or thereabouts from the junction of that road with Upper Sheriff Street: Provided always, that the gradients of the aforesaid portions of Wapping Street and Abercorn Road, when so altered, shall not be less than one in thirty:

They may stop up and discontinue, and appropriate to the purposes of their undertaking, the portions of road and footpath in the parish of Saint Thomas in the county of the city of Dublin next herein-after described, or some part or parts thereof; (that is to say,)

So much of Church Road as extends from a point thereon twenty-five yards or thereabouts south-west of the junction of Blythe's Avenue with that road to the junction of

that road with Upper Sheriff Street, and so much of the public footpath from West Road to Church Road as lies contiguous to and on the eastern side of the Liffey Branch of the Midland Great Western Railway (of Ireland): Provided always, that before the Company shall stop up and discontinue Church Road as aforesaid they shall provide a good and sufficient road and public thoroughfare between the said Church Road and Upper Sheriff Street by means of a continuation of Blyth's Avenue or Albert Avenue to join Abercorn Road, and shall also before closing the footpath between West Road and Church Road provide a safe and convenient passage between the West Road and the end of Hawthorne Terrace, by means of a road to be constructed in the line and direction shown on the deposited plans referred to in the Dublin and Drogheda Railway (North Wall Extension) Act, 1869:

They may stop up and discontinue so much of a certain footpath in the township and parish of Prescot in the county of Lancaster leading from Shaw Lane to and into the turnpike road from Prescot to Rainhill at a point on that road near the bridge by which it is carried over the Huyton and Saint Helen's Branch Railway of the Company now in course of construction as extends from a point on that footpath one hundred and thirty-five yards or thereabouts in a northerly direction from its junction with Shaw Lane, four hundred yards or thereabouts east of the bridge carrying Shaw Lane over the said branch railway to another point on the same footpath four hundred and fifty yards or thereabouts in a northerly direction from its said junction with Shaw Lane, and so much of another footpath in the same township and parish as extends from the last-mentioned point on the footpath first above described to and into Hall Lane at a point thereon one hundred and seventy yards in a northerly direction from the said bridge; and they may make and provide, in lieu of the portions of footpath so to be stopped up, other footpaths from the point first above described and from Hall Lane respectively to the point secondly above described, and there joining the footpath leading to the turnpike road above mentioned:

They may make a new footpath or highway in the township of Clifton in the parish of Runcorn in the county of Chester, commencing from and out of the public highway leading from Clifton or Rock Savage to the public road from Weston to Heath House and Runcorn at a point thereon a quarter of a mile or thereabouts north-west of Clifton or Rock Savage

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aforesaid, and terminating by a junction with the footpath from Weston to Halton, which, after crossing over the Aston and Runcorn Railway of the Company, falls into the first-named highway half a mile or thereabouts north-west of Clifton or Rock Savage aforesaid at a point on the said footpath from Weston to Halton five hundred and fifty yards or thereabouts north-east of the said crossing of the Aston and Runcorn Railway, and another new footpath in the same township commencing from and out of the before-mentioned intended footpath at a point thereon ninety yards or thereabouts north-east of the point above described as the commencement thereof, and terminating by a junction with an existing footpath at the authorised junction of the Company's Frodsham Branch Railway (now in course of construction) with their Aston and Runcorn Railway; and they may stop up and discontinue as footpaths or public highways so much and such parts of the existing footpaths or public highways as lie between or within the points aforesaid, or as may be rendered unnecessary by reason of the construction of the new footpaths by this Act authorised; and they may appropriate to the purposes of their undertaking so much and such parts of the said existing footpaths or highways as lie between the boundaries of their property:

They may make two new roads in the township of Hatton in the parish of Waverton in the county of Chester, one of such new roads commencing from and out of the public road leading from Hatton to Hargrave at a point thereon one hundred and seventy-six yards or thereabouts south-west of the bridge carrying that road over the Chester and Crewe Railway of the Company, and terminating by a junction with the public carriage road from Hatton Heath to the public carriage road from Hatton to Newton at a point thereon two hundred yards or thereabouts east of Hatton Hall farmhouse, and the other of such new roads commencing by a junction with the said public carriage road from Hatton Heath at or near the termination above described of the first of such new roads, and terminating by a junction with the said public carriage road from Hatton Heath at a point thereon four hundred and forty yards or thereabouts west of the junction of that road with the before-mentioned public road from Hatton to Newton; and they may stop up and discontinue as public roads or highways so much and such parts of the before-mentioned existing public roads or highways as lie between the commencement and termination of the said two new roads respectively, or as will be rendered unnecessary by reason of the construction thereof;

and they may appropriate to the purposes of their undertaking such part or parts of the said public road from Hatton to Hargrave as lie between the boundaries of their property:

They may make a new road in the parish of Bulkington in the county of Warwick, commencing from and out of the public carriage road from Bulkington to Bedworth at a point thereon east of the booking-office of the Bulkington station on the Trent Valley Railway of the Company, and terminating at another point on the same road west of the said booking-office; and they may stop up and discontinue as a public carriage road, and appropriate to the purposes of their undertaking, so much of the said public carriage road as lies between the points aforesaid; and they may acquire, by compulsion or agreement, and hold, certain lands, houses, and buildings in the said parish of Bulkington lying between the points aforesaid, and adjoining the portion of road so to be stopped up:

They may stop up and discontinue so much of the footpath in the township of Bolehall and Glascote in the parish of Tamworth in the county of Warwick which crosses the Trent Valley Railway of the Company between the Tamworth station and the crossing of the river Anker by that railway on the eastern side of that station as lies within the boundaries of their property there; and they may substitute a footbridge over their railway in lieu of the portion of footpath so to be stopped up and discontinued:

They may make a new road in the parish of Llanarmon in the county of Carnarvon, commencing from and out of the southernmost of the two roads leading from Llanystumdwy to Llangybi at a point thereon fifteen yards or thereabouts west of the southern end of the platform of the Llangybi station of the Company, and terminating at a point on the northernmost of the said two roads eighty yards or thereabouts west of the level crossing of the last-mentioned road by the Company's railway; and they may stop up and discontinue as a public carriage road, and appropriate to the purposes of their undertaking, so much of the said northernmost road as lies between or within the boundaries of the Company's property:

They may stop up and discontinue all rights of footway over so much of the road in the parish of Holywell in the county of Flint, leading from Bagillt to the shore of the river Dee as now crosses the Company's railway on the level at their Bagillt station; and they may substitute a footbridge over their railway in lieu of that level crossing:

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They may, in the township and parish of Liverpool in the county of Lancaster, make and maintain arching or openings under that part of Great Howard Street which extends from the south-east corner of Oil Street to a point in Great Howard Street ninety-five yards or thereabouts south of the same corner, and under so much of the road leading from Great Howard Street to the goods station of the Lancashire and Yorkshire Railway as extends for a distance of sixteen yards or thereabouts eastward from the western end thereof:

Provided always, that until the Company have completed and opened to the public the respective new roads and footpaths by this present enactment authorised it shall not be lawful for them to stop up the existing road or footpath for which the respective new road or footpath is intended to be substituted.

As to works within the borough of Liverpool.

17. In constructing within the borough of Liverpool the works in the said borough by this Act authorised, the Company shall conform to and observe the following provisions, regulations, and restrictions; (that is to say,)

First, they shall not, without the consent of the mayor, aldermen, and burgesses of the borough of Liverpool (herein called "the Corporation"), signified in writing under the hand of the town clerk, construct in any street, road, passage, or place any works or perform any operations which may interfere with the traffic along such street, road, passage, or place:

Second, where the surface of any street, road, passage, or place has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised, with the consent aforesaid, the Company shall well and sufficiently and to the satisfaction of the Corporation restore the surface so interfered with or disturbed, and so much of the surface of any other street, court, passage, or place adjoining such street as aforesaid as it shall be rendered necessary to alter by such interference, and shall maintain in efficient repair the said surface for twelve months to the like satisfaction:

Third, whenever it may be necessary to interrupt or interfere with any existing sewer or drain, the Company shall, before interrupting or interfering with such existing sewer or drain, construct according to a plan to be approved of by the Corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be interrupted or interfered with, and such sewer or substituted sewer or drain shall be connected, by and at the expense of the Company, with any existing sewer or drain which may be interrupted or

interfered with, and in such manner as shall be approved by the Corporation:

Fourth, if by reason of the execution of any of the powers of this Act any increased length of sewers or drains shall become necessary, the same shall be constructed, by and at the expense of the Company, upon such plan and in such manner as shall be approved by the Corporation:

Fifth, if by reason of the execution of any of the powers of this Act 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:

Sixth, the provisions of the Railways Clauses Consolidation Act, 1845, contained in the sections 18 to 23 inclusive, shall apply to the water mains and pipes of the Corporation; and whenever in those sections the words "Company" or "Society" are used, the same shall for all the purposes of this Act be held to extend to and include the Corporation:

Seventh, wherever the water mains or pipes of the Corporation shall be severed or interfered with by the works authorised by this Act, and wherever it is necessary, for the maintaining the supply of water, to lay additional water mains or pipes, such additional water mains or pipes shall, previous to the severance or interference, be laid by the Corporation, at the expense of the Company:

Eighth, if by reason of the execution of any of the powers of this Act any increased length of water mains or pipes shall become necessary, the same shall be laid down by the Corporation, at the expense of the Company, upon such plan and in such manner as shall be approved of by the Corporation:

Ninth, whenever by the appropriation or destruction of property under this Act authorised any water mains or pipes laid for the supply of such property, except pipes inside such property, shall be rendered unnecessary, the Company shall pay the Corporation the cost of laying an equivalent length of water main or pipe; and the cost of the works required for the discontinuance of such water mains or pipes rendered unnecessary, as shall be estimated by the water engineer, and the water mains and pipes so rendered unnecessary shall be the property of the Company:

Tenth, every bridge or viaduct intended to carry streets or roads over the railway shall be constructed to the satisfaction of the Corporation, and each bridge shall be of the full width between its parapets of the street or road which it is intended to con-

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tinue and carry over the railway, including the footpaths and areas thereof, and shall have proper provisions to the like satisfaction for carrying the water and gas mains so as to admit of ready access, and the parapets of every such bridge shall be not less than seven feet high:

Eleventh, every alteration of the level of a street, road, passage, or place rendered necessary, directly or indirectly, by the taking away, discontinuing, or stopping up any street, road, passage, or place abutting on or connected therewith, or any alteration of the level of the remaining portion of a street, road, passage, or place, part of which is taken away or discontinued, shall, including the necessary alteration of sewers, drains, water mains, and pipes, be made to the satisfaction of the Corporation, by and at the expense of the Company:

Twelfth, in every case where the level of a street, road, passage, or place is altered by the Company, the whole length of such street, road, passage, or place shall be paved and flagged, and in all respects completed, at the expense of the Company and to the satisfaction of the Corporation:

Thirteenth, before interfering with, obstructing, or breaking up any street or road in the borough, the Company shall give to the Corporation seven days notice in writing, and the works shall be done under the direction of the borough engineer:

Fourteenth, in all cases where streets, roads, passages, or places are temporarily diverted, the Company shall provide accommodation for the traffic and access to houses and other places, with proper fences and lights, to the satisfaction of the Corporation, and shall maintain such accommodation and access, fences, and lights, to the like satisfaction:

Fifteenth, in any case where any house or other building shall be severed by the Company the Company shall, to the reasonable satisfaction of the Corporation, build up such house or building so as to prevent unsightly appearances.

Protecting Lancashire and Yorkshire Railway.

18. In exercising the powers herein-before conferred with respect to the arching or openings under Stewart Street, and the arching or openings under Great Howard Street and Earl's Warehouse, and the private road leading thence to the goods station of the Lancashire and Yorkshire Railway, the Company shall, notwithstanding anything contained in this Act, or shown on the deposited plans and sections, be bound by the following conditions and restrictions:

(*a.*) The Company shall not enter upon or use any greater part of the private street numbered on the deposited plans 116 in the parish of Liverpool, and of the warehouses numbered 121 in the same parish (known as Earl's Warehouse),

than is tinted red upon a plan signed in duplicate by William Baker on the part of the Company, and Sturges Meek on the part of the Lancashire and Yorkshire Railway Company; and nothing in this Act or in the deposited plans contained shall authorise the Company to enter upon, take, or use the surface of the property numbered 120, belonging to the Lancashire and Yorkshire Railway Company, in the same parish:

(*b.*) The Company shall only acquire, and the Lancashire and Yorkshire Railway Company shall only grant to the Company, a perpetual easement in the lands tinted red on the said plan, for the purpose of making and maintaining thereunder the arching herein-before authorised:

(*c.*) The works of the Company under and connected with the said private road and warehouse shall be constructed in such manner and of such strength as shall enable the Lancashire and Yorkshire Railway Company at any time, or from time to time hereafter, (if they think fit,) to raise or otherwise increase the said warehouses on the present site, or to extend or to rebuild the same over the said road and over and upon the said arching:

(*d.*) The Company shall save harmless and indemnify the Lancashire and Yorkshire Railway Company from any damage to the said warehouses and to the other property of the same Company, and from any interference with the traffic of the Lancashire and Yorkshire Railway Company, or with the access to their warehouses or stations, by virtue of the exercise of the powers of this Act:

(*e.*) The compensation to be paid by the Company to the Lancashire and Yorkshire Railway Company in consideration of the easement to be granted to them as aforesaid, and by way of compensation for any damage to the said warehouses, or for any interference with the traffic of the Lancashire and Yorkshire Railway, or any obstruction to the access to the said warehouses or to the station of the same Company, during or arising from the construction, repair, and maintenance of the said works, shall, if not agreed upon between the Companies, be from time to time settled in manner prescribed by "The Lands Clauses Consolidation Act, 1845," with respect to the settlement of disputed compensation.

Power to deviate in construction of roads, &c.

19. The Company may, in constructing the new roads and other works authorised by section 20 of this Act, deviate to the extent of the limits of deviation marked on the deposited plans, and may

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deviate from the levels shown on the deposited sections to any extent not exceeding five feet.

Extinguishment of rights of way.

20. All rights of way over and along the several portions of roads and footpaths which by this Act the Company are empowered to stop up and discontinue, except the road in the parish of Holywell herein-before mentioned, shall be and the same are hereby extinguished; and as regards the said road in the parish of Holywell, all rights of footway over and along the portion of that road herein-before described shall be and the same are hereby extinguished.

Site and soil of portions of roads stopped up vested in Company.

21. The site and soil of the portions of roads by this Act authorised to be stopped up and discontinued, and the fee simple and inheritance thereof, shall (except where by this Act otherwise provided), if the Company are, or if and when they become under the powers of this Act 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; and if the Company are or so become the owners of the land on one side only thereof, the site and soil of the said portions of roads respectively between the Company's land and the centre of such road, and the fee simple and inheritance thereof, shall be from the time of the stopping up thereof respectively absolutely vested in the Company.

Provision for repair of new roads.

22. The new roads to be made by the Company under this Act, when made and completed, and the road which the Company are by this Act empowered to alter, when so altered, shall respectively 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 within the townships or parishes respectively in which such new or altered roads will be situate are from time to time liable to be repaired or maintained: Provided always, that if any question shall arise between the Company and any of such parties as to the due completion of such new roads or of such alteration, such questions shall from time to time be determined by two justices, on the application of either of the parties in difference, and after not less than seven days notice to both parties of the sitting of such justices for the purpose, and the certificate of such justices of the due completion of such new roads respectively, or, as the case may be, of such alteration, shall be conclusive evidence of the fact so certified.

Company may acquire additional lands for

23. Subject to the provisions of this Act, the Company, in addition to the other lands which they are by this Act authorised to acquire, may from time to time enter upon, take, use, and appro-

general purposes.

priate to the purposes of their undertaking all or any of the lands following, delineated on the deposited plans and described in the deposited books of reference relating thereto respectively; that is to say,

Certain lands, houses, and buildings in the township of Preston Quarter, in the parish of Saint Bees in the county of Cumberland, lying on the westerly side of and contiguous to the Whitehaven Junction Railway of the Company, and near the Whitehaven Bransty station, and certain other lands, houses, and buildings situate partly in the said township of Preston Quarter and partly in the township of Whitehaven in the said parish of Saint Bees, lying contiguous to the said Whitehaven Junction Railway, and at the eastern corner of the basin of the North Harbour at Whitehaven, save and except so much and such parts of the said lands, houses, and buildings in the said township of Preston Quarter, and of the said lands, houses, and buildings partly in the said township of Preston Quarter and partly in the said township of Whitehaven, as are or may be required by the Right Honourable William Earl of Lonsdale (the present owner of the said lands, houses, and buildings), or by the owner or owners for the time being of the colliery called the William Pit Colliery and the estate called the Bransty Estate, for the diversion of the existing railway, tramway, or waggonway, and level crossing of the said earl, now connecting the said colliery with the harbour of Whitehaven, and for the formation of a substituted railway, tramway, or waggonway, and level crossing from the said colliery, or the site thereof, to the said town and harbour of Whitehaven, according to a plan of the said diverted or substituted railway, waggonway, or tramway, and crossing, agreed upon by the Company and the said earl, and signed by the engineer of the Company and the viewer or agent of the said earl, which said excepted lands contain together by admeasurement one rood and thirty-six perches, and are distinguished by being coloured dark green, yellow, and purple on the said plan: Provided further, that if the trustees of the port, harbour, and town of Whitehaven, herein-after called the trustees, construct a dock at Whitehaven according to their deposited plans, the lands numbered on the Company's deposited plan 1 and 2 in the parish of Saint Bees may be acquired by the trustees, and shall be sold by the Company to the trustees at the same price per acre as the Company shall have paid to the Earl of Lonsdale for the land now part of the shipbuilding yards, and proposed to be acquired from the said earl for the purposes of this Act:

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Certain lands, houses, and buildings in the township and parish of Liverpool in the county of Lancaster, lying on the easterly side of Waterloo Road, and on the northerly side of Formby Street where that street joins Waterloo Road:

Certain lands, houses, and buildings in the said township and parish of Liverpool, lying between Waterloo Road and Great Howard Street, and between Oil Street and Stewart Street, and certain other lands, houses, and buildings in the same township and parish, lying on the easterly side of Great Howard Street, and on the north and south sides of and adjoining the road leading from Great Howard Street, at a point thereon thirty-five yards or thereabouts south of Stewart Street, to the goods station of the Lancashire and Yorkshire Railway, subject nevertheless as to the said lands to the conditions and restrictions herein-before contained for the protection of the Lancashire and Yorkshire Railway Company:

Certain lands, houses, and buildings in the township of Kirkdale in the parish of Walton-on-the-Hill in the county of Lancaster, numbered respectively on the deposited plans 1, 2, 3, and 5, and so much and no more of the land in the same township and parish numbered 4 on the said plans as is coloured red and yellow in a plan signed by William Baker on the third and by George Fosbery Lyster on the fourth day of March 1871; but the land coloured yellow in the plan lastly mentioned shall be taken and used by the Company upon and subject to the terms and conditions stated in a resolution passed by the Mersey Docks and Harbour Board on the twenty-first day of July 1870, in relation to the sale by the board to the Company of that land:

Certain lands, houses, and buildings in the township and parish of Ashton-under-Lyne in the county of Lancaster, portions of which lands lie contiguous or near to and on the south side of the Lancashire and Yorkshire Railway from Manchester to Ashton, and other portions of which lands lie contiguous or near to and on the south-east side of the Oldham, Ashton-under-Lyne, and Guide Bridge Junction Railway at the junction of those railways: Provided that nothing contained in this Act, or in the deposited plans and sections, shall enable the Company to enter upon or take any part of the slopes or lands of the Lancashire and Yorkshire Railway Company:

Certain lands, houses, and buildings in the township and parish of Huddersfield in the west riding of the county of York, lying contiguous to and on the east side of the canal of the Company,

and on the north-east side of certain coal yards adjoining the canal basin of the Company at Lower Aspley:

Certain lands, houses, and buildings in the township and parish of Huddersfield in the west riding of the county of York, lying contiguous to and partly on the south-east and partly on the north-west sides of the viaduct on the railway of the Company from Huddersfield to Leeds, and on the north-east side of and contiguous to Bradford Road:

Certain lands, houses, and buildings in the township of Beeston in the parish of Bunbury in the county of Chester, lying on the south-westerly side of the Crewe and Chester Railway of the Company, and adjoining the Beeston Castle station, and certain lands, houses, and buildings in the township of Tiverton in the said parish of Bunbury, lying on the north-easterly side of the same railway, and near the public-house known as the Canal and Railway Inn, situated near the said station:

Certain lands, houses, and buildings in the parish of Lymm in the county of Chester, lying contiguous to and on the south side of the Company's railway between Warrington and Timperley, and adjoining the Lymm station:

Certain lands, houses, and buildings in the township of Monks Coppenhall in the parish of Coppenhall in the county of Chester, lying contiguous to and on the north side of the Crewe and Chester Railway of the Company, and contiguous to and on the south side of a new street called Bessemer Street:

Certain lands, houses, and buildings in the township and parish of Halford in the county of Salop, lying on the east side of and adjoining the turnpike road from Shrewsbury to Ludlow, a quarter of a mile or thereabouts in a north-easterly direction from the Craven Arms station on the Shrewsbury and Hereford Railway:

Certain lands, houses, and buildings in the parish of Tipton in the county of Stafford, lying contiguous to and on the easterly side of the Stour Valley Railway of the Company and near the Tipton station:

Certain lands, houses, and buildings in the township and parish of Handsworth in the county of Stafford, lying contiguous to and on the south-west side of the Grand Junction Railway of the Company, near and on the south-east side of the Perry Barr station:

Certain lands, houses, and buildings in the township and parish of Nuneaton in the county of Warwick, lying contiguous to and on the west side of the Trent Valley Railway of the Company, and on the north and south sides of Wheat Lane where that

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lane crosses the said railway on the level; certain other lands, houses, and buildings in the same parish, lying contiguous to and on the west side of the said railway, and on the south side of the Coventry and Hinckley turnpike road where that road crosses the said railway on the level; and certain other lands, houses, and buildings in the same parish, lying contiguous to and on the west side of the said railway, and between the bridge carrying the Midland Railway over the said Trent Valley Railway and the river Anker where that river passes under the said Trent Valley Railway, about three hundred yards north of the booking-office of the Company at Nuneaton station: Provided always, that the Company shall not, under the powers of this Act, enter upon, take, or use any part of the land numbered on the deposited plans 32 in the said parish of Nuneaton without the previous consent in writing of the Midland Railway Company under their common seal:

Certain lands, houses, and buildings in the parish of Aston juxta Birmingham in the county of Warwick, lying between the Grand Junction Railway of the Company and Holborn Hill (Birmingham) and the public highway leading from Holborn Hill in a south-westerly direction over the said railway:

Certain lands, houses, and buildings in the parish of Leamington Priors in the county of Warwick, lying contiguous to and on the north-easterly side of the Rugby and Leamington Railway of the Company, and near to and on the north-westerly side of the Avenue Road station on that railway:

Certain lands, houses, and buildings in the township of Oldbury in the parish of Halesowen in the county of Worcester, lying contiguous to and on the south side of the Stour Valley Railway of the Company, and adjoining the Spon Lane goods station:

Certain lands, houses, and buildings in the parish of Yardley in the county of Worcester, lying contiguous to and on the north side of the London and Birmingham Railway of the Company, and near the Stechford station:

Certain lands, houses, and buildings in the parish of Saint Pancras in the county of Middlesex, lying on the western side of Seymour Street, and between that street and the eastern boundary of the Company's property on the northern side of Drummond Street:

Certain lands, houses, and buildings in the liberty of Norton Folgate in the county of Middlesex, lying between Worship Street and the westerly boundary of Moore's Gardens, and contiguous to the North London Railway between those points:

Provided always, that if the Company, under the powers of this Act, purchase those parts of the last-mentioned lands, houses, and buildings which are coloured red on a plan thereof signed by Sir Hedworth Williamson, Baronet, member of Parliament, they shall, if required by the board of works for the Whitechapel district (in which district the said lands, houses, and buildings are situate) so to do within one month after the Company has so purchased the same, sell and convey to that board the lands so coloured red on the said plan; the price to be paid by the said board of works shall be the estimated value of the said lands as vacant or unoccupied ground, exclusive of any building thereon, or any goodwill in respect of the use of any building thereon, and shall in case of difference between the Company and the said board of works be ascertained and determined by arbitration in the manner prescribed by the Lands Clauses Consolidation Act, 1845, with respect to the purchase and taking of lands otherwise than by agreement:

Certain lands, houses, and buildings in the parish of Llanelwedd in the county of Radnor, lying contiguous to and on the westerly side of the Builth Junction Railway of the Company, and near the junction of that railway with the Central Wales Extension Railway of the Company south of the Builth Road station:

Certain lands, houses, and buildings in the townships of Wepre and Golftyn, or one of them, in the parish of Northop in the county of Flint, lying on the north-east side of and contiguous to the Chester and Holyhead Railway of the Company, and extending north and south of the works of the Connah's Quay Chemical Company (Limited): Provided always, that the Company shall not, except by agreement with the Wrexham, Mold, and Connah's Quay Railway Company (herein-after called the Connah's Quay Company), acquire any part of such of the said lands, houses, and buildings as the Connah's Quay Company have purchased, or are by the Wrexham, Mold, and Connah's Quay Railway (Arrangement) Act, 1869, authorised to purchase, but the Company may purchase and take, and the Connah's Quay Company may and shall sell and grant accordingly, an easement or right of using so much and such part of the said lands, houses, and buildings so purchased or authorised to be purchased as the Company may reasonably require for the purposes of a siding or sidings, or junction, to connect the railway of the Company with the railways and sidings of the Connah's Quay Company leading to the quays, any difference between the two companies as to the portion of land so required

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being settled by arbitration in the manner prescribed by the Railway Companies Arbitration Act, 1859:

Certain lands, houses, and buildings in the township and parish of Flint in the county of Flint, lying on the east and west sides of and contiguous to the Chester and Holyhead Railway of the Company, and near to and north-west of the Flint station on that railway; but the Company shall not, under the powers of this Act, acquire, otherwise than by agreement, any right, title, or interest which Messieurs Muspratt Brothers and Huntley, or Messieurs Richard Muspratt and John Kingsley Huntley, may have in those lands, houses, and buildings, or any part thereof:

Certain lands, houses, and buildings in the township of Mostyn in the parish of Whitford in the county of Flint, and part of the bed or shore of the river Dee in the same county, lying on the north-east side of and contiguous to the Chester and Holyhead Railway of the Company, and near the Mostyn station on that railway:

Certain lands, houses, and buildings in the parish of Abergele in the county of Denbigh, lying on the north side of and contiguous to the Chester and Holyhead Railway of the Company, and to the north of and near to the Abergele station on that Railway:

Certain lands, houses, and buildings in the parish of Llansaintffraid-Glan-Conway in the county of Denbigh, lying on the south-east side of and contiguous to the Conway and Llanrwst Railway of the Company, and south of and near to the Glan-Conway station on that railway:

Certain lands, houses, and buildings in the parish of Eglwys Rhos, otherwise Llanrhos, in the county of Carnarvon, lying on each side of and contiguous to the Saint George's Harbour Railway of the Company, and south of and near the Llandudno station on that railway, and certain other lands, houses, and buildings in the same parish, lying on the east side of and contiguous to the Saint George's Harbour Railway of the Company, and north of and near to the Llandudno Junction station of the Company:

Certain lands, houses, and buildings in the parish of Llanbeblig in the county of Carnarvon, lying on the north-west side of and contiguous to the Bangor and Carnarvon Railway of the Company, and north-west of and near the Carnarvon station of the Company:

Certain lands, houses, and buildings in the parish of Llanwnda in the county of Carnarvon, lying on the east side of and con-

tiguous to the Carnarvonshire Railway of the Company, and south-west of and near to Glàn Rhyd Farmhouse:

Certain lands, houses, and buildings in the parish of Llanllyfni in the county of Carnarvon, lying on the east side of and contiguous to the Carnarvonshire Railway of the Company, and north of and near to the Penygroes station on that railway:

Certain lands, houses, and buildings in the parish of Clynnog in the county of Carnarvon, lying on the east side of and contiguous to the Carnarvonshire Railway of the Company, and north of and near to the level crossing on that railway known as the Graianog Level Crossing:

Certain lands, houses, and buildings in the parish of Penmorfa in the county of Carnarvon, lying on the east side of and contiguous to the turnpike road leading from Tremadoc to Carnarvon, and north-east of and near to the Brynkir station of the Company:

Certain lands, houses, and buildings in the parish of Llanarmon in the county of Carnarvon, lying on the north-west side of and contiguous to the Carnarvonshire Railway of the Company, and north-east of and near to the level crossing on that railway known as the Rhoscillfawr Level Crossing, and certain other lands, houses, and buildings in the same parish, lying on both sides of and contiguous to the Carnarvonshire Railway of the Company, and north of and near to the Llangybi station on that railway.

For protection of owners of William Pit Colliery and Bransty Estate.

24. Before the Company shall do any act which may interrupt the traffic passing along the said existing railway, tramway, or waggonway, and crossing of the said Earl of Lonsdale, between the said William Pit Colliery and the said town and harbour of Whitehaven, the Company shall, at their own expense, and to the reasonable satisfaction of the viewer or agent of the said earl, form, construct, and make ready for use a substituted railway, tramway, or waggonway, and crossing, with all proper and sufficient fences and gates, from the said colliery to the harbour of Whitehaven, crossing on the level the Whitehaven Junction Railway of the Company at or near to the boatyard in the occupation of Allan Eilbeck, according to the said plan so agreed upon, and signed by the engineer of the Company and the viewer or agent of the said earl, for the exclusive use of the said earl, his heirs and assigns, or other the owner or owners for the time being of the said colliery called William Pit, and of the estate called Bransty Estate, his and their lessees, agents, and servants.

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As to lands to be acquired by the Company within the borough of Liverpool.

25. With respect to the acquisition by the Company under the powers of this Act of lands and buildings in the borough of Liverpool, the following provisions shall apply thereto:

First, any building erected on the land in Formby Street numbered on the deposited plans relative thereto 1, in the parish of Liverpool, shall be set back to the line of the adjoining buildings occupied by Messrs. Bailey, and in case the building numbered on the said deposited plans 6 in the same parish shall be rebuilt by the Company, the same, and also any building or wall on the land numbered on the said deposited plans 5 in the same parish, shall then be set back to the same line, and on the rebuilding of the buildings numbered on the said deposited plans 2, 3, 4, and 5 in the same parish, or any of them, the same shall be set back ten feet from Waterloo Road if any loading door or loading opening shall be made therein towards Waterloo Road:

Second, the street which is shown on the deposited plans, and is thereon numbered 2, in the parish of Walton-on-the-Hill, shall not be interfered with by the Company:

Third, the Company shall lay out and appropriate the land between Oil Street and Stewart Street in the manner shown upon the plan signed by the engineer of the Company and the town clerk of Liverpool, and the space of sixty feet wide (shown upon the said signed plan) shall at all times hereafter be kept open and unbuilt upon (except the roof over such space, and the pillars necessary to support the same), and such space shall be exclusively used for loading and unloading purposes, and for the accommodation of carts and other vehicles waiting to be loaded or unloaded, with outlets for such carts and other vehicles at each end of such space into Great Howard Street and Waterloo Road, as shown upon the said signed plan:

Fourth, upon the purchase by the Company of the lands and buildings on the north side of Stewart Street, bounded by Stewart Street, Great Howard Street, and Waterloo Road, in the borough of Liverpool, the Company may appropriate for the purposes of their undertaking the site of Stewart Street, and thereupon the liability of the Corporation to keep the same in repair and to light and watch the same shall cease:

Fifth, in consideration of the powers granted by this Act, enabling the Company to close and appropriate the site of Stewart Street, and to deal with other streets in the borough

in the manner herein-before provided, the Company shall, within one calendar month after the passing of this Act, pay to the Corporation the sum of ten thousand pounds, to be applied by the Corporation for street improvement purposes:

Sixth, notwithstanding anything contained in the London and North-western Railway (New Works and Additional Powers) Act, 1866, the Company shall not be required to increase the width of Oil Street; but no loading door, loading opening, or entrance into the Company's station for carts or other vehicles or horses shall be made on the south side of Oil Street, or in Great Howard Street or Waterloo Road, except the two entrances for carts and other vehicles on the level of the ground from Great Howard Street and Waterloo Road shown upon the said signed plan.

Local rates to be made good in the parish of Saint Pancras.

26. While the Company are possessed, under the authority of this Act, of any lands, houses, buildings, or other property in the parish of Saint Pancras, assessed or liable to be assessed to any parochial or other general or special rate, and until the Company shall, in respect of such property, be assessed or liable to be assessed to an amount equal to or greater than the aggregate amount of the gross rateable value of the same lands, houses, buildings, and property in a rate made on the nineteenth day of October one thousand eight hundred and seventy, the Company shall be liable to make good the deficiency in the assessment for such rates by reason of such lands, houses, buildings, or property being taken or used by them under the powers of this Act, and the deficiency shall be computed according to the rental at which such lands, houses, buildings, and property respectively are rated in the same rate.

Regulating mode of crossing Moore's Gardens.

27. The public way called Moore's Gardens in the said liberty of Norton Folgate shall be crossed by the railway by means of a straight girder bridge, and no part of the abutment piers or any other obstruction shall stand or encroach upon any part of the said public way, and the said bridge shall be so made and maintained as that water shall not drip through the same upon the roadway thereunder.

As to lighting Moore's Gardens.

28. If the said bridge over Moore's Gardens shall, in the opinion of the board of works for the Whitechapel district, prove a public inconvenience by obstructing the light in the said public way, the said board of works may set up and affix therein, and keep lighted with gas by day and by night, a lamp or lamps necessary for afford-

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ing 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, and in default may be recovered by the said board of works, with full costs of suit, by action of debt or on the case in any court of competent jurisdiction.

Power to exchange lands at Lower Aspley.

29. The Company may, in connexion with the acquisition of the lands at Lower Aspley in the township and parish of Huddersfield which they are by this Act authorised to acquire, sell to or exchange with the owner or owners for the time being of those lands other lands of the Company in the same parish which formerly constituted a portion of a canal, but have long since been disused as such, and the abandonment of that portion of the canal, and the use of those last-mentioned lands for other purposes by the Company, or other the owner or owners thereof, from time to time, is by this Act authorised and confirmed.

Powers for compulsory purchases limited.

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

Notice to be given of taking houses of labouring classes.

31. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Company have made known their intention to take the same in manner herein-before required.

Power to Company to acquire fee simple of certain lands.

32. The Company may purchase and acquire, by agreement, the absolute fee simple and inheritance of and in any lands or buildings now held by them on any less tenure than the fee simple and inheritance thereof.

Extending time for sale of certain superfluous lands.

33. The Company may, 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, retain and hold any lands belonging to them which have not yet been applied to the purposes of the Company, or sold or disposed of by them, situate in the parishes following; (that is to say,)

County.	Parish.
Warwick and Leicester -	Hinckley.
Warwick - -	Aston-juxta-Birmingham.
	Sutton Coldfield.
Stafford - -	Tipton.
	Darlaston.
	Wednesbury.
	Cannock.
	Rugeley.
Derby - - -	Chapel-en-le-Frith.
Lancaster - -	Prescot.
Salop - - -	Hopesay.
	Clungunford.
	Bucknell.
	Stow.
Radnor - - -	Knighton.
Flint - - -	Saint Asaph.
Denbigh - -	Henllan.

for the periods following; that is to say, as regards such of the lands as are situate near to or adjoining any railway or station of the Company, or as the Company may be of opinion that they may require for the purposes of stations, sidings, or other conveniences, for the period of ten years from the passing of this Act; and as regards the other of the said lands, for the period of two years from the passing of this Act; but the Company shall at the expiration of such respective periods of ten years and two years sell and dispose of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking.

Further provision with respect to certain superfluous lands.

34. And whereas the Company have from time to time purchased or acquired lands, with or without buildings thereon, adjoining or near to their railway, but which are not immediately required for the purposes of their undertaking, and it is expedient that the Company should be relieved from the obligation, under certain circumstances, to sell the same as superfluous lands: Therefore nothing in the Lands Clauses Consolidation Act, 1845, or any Act relating to the Company with which that Act is incorporated, with respect to the sale of superfluous lands, shall during the period of ten years from the passing of this Act be held to apply to any lands, with or without any building thereon, and the appurtenances thereto, acquired by the Company, any part of which adjoins the Company's railway or any station thereon, and the Company may during the said period of ten years from the passing of this Act continue to hold such lands,

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buildings, and appurtenances, although not immediately required for the purposes of their undertaking; and in the meantime the Company may grant building or other leases of any of such superfluous lands, at such rents, and for such terms of years, and under and subject to such covenants and conditions as the Company may think fit, and a declaration by the manager or secretary for the time being of the Company shall be conclusive evidence as to the date at which such lands respectively ceased to be used for purposes incident to or connected with the railway.

Saving arrangements with Sir J. W. Ramsden.

35. Nothing in this Act contained shall extend to or be deemed, construed, or taken as in anywise extending to alter, extinguish, prejudice, diminish, affect, or disturb, or as authorising anything to be done or omitted to be done, so as to alter, extinguish, prejudice, diminish, affect, or disturb the rights and interests of Sir John William Ramsden, Baronet, his heirs or assigns, under and by virtue of the agreement made the third day of July one thousand eight hundred and sixty-six, between the said Sir John William Ramsden, Baronet, of the one part, and the London and North-western Railway Company and the Midland Railway Company of the other part, and under and by virtue of the indenture or deed of conveyance dated the ninth day of February one thousand eight hundred and seventy, made between the Right Honourable Edward Horsman and George John Sergeantson, Esquire, of the first part, the said Sir John William Ramsden, Baronet, of the second part, and the London and North-western Railway Company and the Midland Railway Company of the third part, or under or by virtue of either of those instruments respectively, nor shall anything in this Act contained extend to or in any way affect the lands and premises the subject of the said agreement and conveyance, or either of them.

Confirming agreement with Brecon and Merthyr Tydfil Junction Railway Company.

36. The heads of agreement between the Company and the Brecon and Merthyr Tydfil Junction Railway Company, which are set forth in Schedule (A.) to this Act, are hereby confirmed and made binding on the parties thereto, and full effect may and shall be given thereto.

Confirming agreement with respect to London, Tilbury, and Southend Railway.

37. The heads of agreement between the Company, the North London Railway Company, the London, Tilbury, and Southend Railway Company, and Messieurs Peto, Brassey, and Betts, which are set forth in Schedule (B.) to this Act, are hereby confirmed and made binding on the parties thereto, and full effect may and shall be given thereto.

Saving rights of the Great

38. And whereas under the Acts relating to the London, Tilbury, and Southend Railway Company the Great Eastern Railway Com-

pany, as representing the Eastern Counties Railway, or as lessees of the London and Blackwall Railway, have certain rights and provisions as to the apportionment of rates and fares in respect of traffic, and also powers of user for the purposes of traffic of all kinds of the railway and works of the London, Tilbury, and Southend Railway Company: Be it enacted, that nothing contained in this Act, or in the agreement confirmed by this Act, and set forth in Schedule (B.), shall prejudice, alter, or affect any rights, powers, or privileges of the Great Eastern Railway Company under the said Acts or the agreements subsisting between the companies and their lessees, dated 25 March 1854 and 10 August 1852 (so far as such last-mentioned agreement is in force), or under the existing lease of the London, Tilbury, and Southend Railway to Messrs. Peto, Brassey, and Betts.

Eastern Railway Company.

39. The expenditure incurred by the Company in or towards the building, furnishing, and maintenance of the North-western Hotel at Liverpool, or otherwise in relation thereto, is by this Act sanctioned and confirmed.

Expenditure in or about hotel at Liverpool confirmed.

40. The Company, with the authority of three fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, from time to time, may subscribe or contribute towards and hold a share or shares in the undertaking of the Buxton Palace Hotel Company (Limited) to an extent not exceeding five thousand pounds: Provided always, that the Company shall not sell, dispose of, or transfer any share or shares for which they so subscribe.

Company may contribute towards hotel at Buxton.

41. The Company from time to time may create and issue mortgages, debentures, or debenture stock in their own undertaking in exchange for or in lieu of or instead of the renewal of mortgages or bonds of each of the under-mentioned companies; (that is to say,)

Company may issue mortgages, &c. in lieu of mortgages of other companies.

The Chester and Holyhead Railway Company:
The Shropshire Union Railways and Canal Company.

42. Whereas by section 28 of the London and North-western Railway Act, 1856, the Company is authorised to exchange debenture stock entitled to interest at the rate of three pounds ten shillings per centum per annum for debenture stock bearing a different rate of interest, subject to a proviso that the annual sum payable as interest shall not thereby be increased: And whereas certain exchanges of stock are from time to time being made by the substitution for surrendered and cancelled stock entitled to interest at the rate of three pounds ten shillings per centum per annum of a

Provision for reduction in Company's powers of raising money by debenture stock and borrowing.

A.D. 1871.

less nominal amount of stock bearing a higher rate of interest, whereby the nominal amount of the Company's debenture stock is reduced, and it is expedient that provision should be made for a corresponding reduction in the amount which the Company may raise by the creation of debenture stock or by borrowing: Therefore the amount which the Company may raise by the issue of debenture stock or by borrowing shall from time to time be diminished by the difference between the nominal amount of the stock so substituted and the nominal amount of the stock for which it is substituted.

Sanctioning construction of road by Mold Company.

43. The construction by the Mold Company of the road in the township of Trelan in the parish of Nannerch in the county of Flint which commences from and out of the easternmost of the two public carriage roads leading from the new turnpike road between Mold and Denbigh near the Sun Inn to the old turnpike road between Mold and Denbigh, and terminates by a junction with the westernmost of those two public carriage roads, and the application by the Mold Company of their funds in and about the construction of that road, is by this Act sanctioned, confirmed, and authorised: Provided always, that the following right of way shall be reserved, that is to say, a right of way for Llewelyn Falkner Lloyd of Nannerch in the county of Flint, Esquire, his heirs and assigns, and his and their tenants, servants, agents, and workmen, with horses, carts, and carriages, at all reasonable times during the day, over the Mold and Denbigh Railway, at the crossing known as the Sun Crossing near the Sun Inn aforesaid.

Company may apply corporate funds to purposes of this Act.

44. The Company may from time to time apply to all or any of the purposes of this Act which they are empowered to carry into effect any moneys which they now have in their hands, or which they have power to raise by shares or mortgage, and which are not by any of the Acts relating to the Company made applicable to any special purpose, or which being so made applicable are not required for the special purpose.

Saving rights of the Crown.

45. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorise the Company to take, use, or in any manner interfere with any land or hereditaments, or any rights, of whatsoever description, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, without the consent in writing of the same Commissioners, or one of them, on behalf of Her Majesty, first had and obtained for that purpose, which consent such Commissioners are

hereby respectively authorised to give; neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

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

46. The Company shall not, out of any money by any Act relating to them authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Railways not exempt from provisions of present and future general railway Acts.

47. Nothing herein contained shall be deemed or construed to exempt the railways of the Company from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by any Act relating to the Company.

Expenses of Act.

48. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

Heads of Agreement, made the twenty-third day of March one thousand eight hundred and seventy-one, between the London and North-western Railway Company (herein-after called the North-western Company) of the one part, and the Brecon and Merthyr Tydfil Junction Railway Company (herein-after called the Brecon and Merthyr Company) of the other part.

Whereas the North-western Company are promoting in the present session a Bill with the short title of "The London and North-western Railway (Additional Powers) Act, 1871," whereby they seek, among other objects, power to construct certain railways therein described as the Dowlais and Vochrhiw Railway No. 1, connecting the Dowlais Extension Railway of the North-western Company authorised by "The London and North-western Railway (New Lines) Act, 1867," with the Brecon and Merthyr Railway near the booking-office of its Dowlais Top Station; the Dowlais and Vochrhiw Railway No. 2, extending from such intended Railway No. 1 to the Dowlais Iron Company's Pantywain Railway; the Dowlais and Vochrhiw Railway No. 3, extending from such Pantywain Railway to a point three hundred yards or thereabouts north-west of the Dowlais Iron Company's Mine Pit No. 2; the Dowlais and Vochrhiw Railway No. 4, extending from such Pantywain Railway to the Dowlais Iron Company's Tunnel Pit Railway; the Dowlais and Vochrhiw Railway No. 5, extending from the intended Railway No. 4 to that company's Vochrhiw Pits Railway; the Dowlais and Vochrhiw Railway No. 6, extending from the intended Railway No. 4 to that company's Tunnel Pit Railway; and the Dowlais and Vochrhiw Railway No. 7, extending from that company's Tunnel Pit Railway to the intended Railway No. 5: And whereas the Brecon and Merthyr Company have petitioned against the said Bill, for the purpose of opposing it so far as regards the powers so applied for to construct such intended railways: And whereas the following terms have been come to between the two companies: Now it is hereby mutually agreed between the two companies, the one with the other of them, as follows:

1. The North-western Company will strike out from their said Bill the powers to construct all the said intended railways, except the Dowlais and Vochrhiw Railway No. 1, and will not construct or again apply for powers to construct them. No. 1 to be constructed as already agreed between the two companies:

2. The North-western Company may pass over and use, with their engines and carriages, and for coal, mineral, and merchandise traffic, and with their clerks, officers, and servants, together with the stations, watering-places, and conveniences connected therewith, so much of the railway of the Brecon and Merthyr Company as lies between the Dowlais Top Junction thereon and the junction thereon with the private lines of the said Dowlais Iron Company near Vochrhiw, on payment to the Brecon and Merthyr Company in full for all tolls for such user of threepence per ton for all coal and mineral class traffic carried by them between such two last-mentioned junctions or any intermediate portion of such railway, or to or from the Pantywain Pits Railway or its sidings: Such threepence per ton is to include all signalling and junction expenses and ordinary station services, but not water, which is to be paid for by the North-western Company according to the quantity used by them:
3. For merchandise traffic the North-western Company are to pay mileage tolls and rates, less twenty per cent. for working expenses:
4. The Brecon and Merthyr Company are to afford to the North-western Company in respect of the exercise by that company of such running and user powers all reasonable facilities usual between friendly companies, and the North-western Company in exercising such powers shall observe the regulations and byelaws for the time being in force on such portion of the Brecon and Merthyr Railway so far as the same shall be applicable to that company:
5. Subject to powers being obtained from Parliament (if such powers shall be necessary), a junction is to be made at Vochrhiw in a northerly direction, in all things at the joint expense of the two companies, and for their joint and several use:
6. The accounts for North-western traffic, the subject of this agreement, and the payments to be made thereunder, shall be settled monthly through the clearing-house:
7. The Brecon and Merthyr Company will keep the before-mentioned portion of their railway, and its stations and conveniences, in thorough repair and working order:
8. A more formal agreement to be prepared, at the request of either company, to be settled, in case of disagreement, by Mr. J. H. Lloyd, or him failing, by some barrister to be named by the Attorney General:
9. All questions as to the mode of carrying these heads of agreement into effect, or the more formal agreement, if any, founded upon them, and all other differences arising thereout, to be settled by arbitration according to the provisions of "The Railway Companies Arbitration Act, 1859:"
10. These heads of agreement to be submitted to Parliament for confirmation in either the said Bill of the North-western Company, or in the Bill of the Brecon and Merthyr Company now also before Parliament under the short title of "The Brecon and Merthyr Railway Act, 1871," or if necessary, by a subsequent application to Parliament by either company, and the other company shall concur therein:

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11. The Brecon and Merthyr Company to withdraw their petition against and not further to oppose the said Bill of the North-western Company.

In witness whereof the two companies have hereto set their respective common seals.

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

S. Reay,
Secretary.

Seal of the London and North-western Railway Company.

Passed under the common seal of the above-named Brecon and Merthyr Tydfil Junction Railway Company in the presence of

W. Thompson,
Secretary.

Seal of the Brecon and Merthyr Tydfil Junction Railway Company.

SCHEDULE (B.)

20th March 1867.

Heads of Agreement between the London and North-western Railway Company of the first part, the North London Railway Company of the second part, the London, Tilbury, and Southend Railway Company of the third part, and Messrs. Peto, Brassey, and Betts, as lessees of the Tilbury Railway, of the fourth part.

1. The London and North-western and North London Railway Companies, or either of them, to have powers to run over and use the main line and branches of the Tilbury Company, such powers to include use of stations, sidings, buildings, water supply, telegraphs, signals, and all other conveniences, but only for the purposes of through traffic, and subject to the byelaws and regulations of the Tilbury Company or their lessees.

2. The company exercising the above powers to pay for same a mileage proportion of the gross receipts from the through rates and fares to be from time to time fixed by the company so exercising the powers for the traffic carried by them respectively on the Tilbury line, subject to the usual terminal allowances provided by the regulations of the railway clearing-house, it being understood that no terminal charges shall be made in respect of passengers, and subject to wharfage and ferry charges (if any) being first deducted and allowed to the Tilbury Company or their lessees, but the division of fares and rates to be so arranged as that the amount payable to the Tilbury Company or their lessees for traffic coming to or from their line and any station on the London and North-western or North London lines shall not be less than the sum receivable during the same period by the Tilbury Company or their lessees (including during the existing lease the amount payable by them to the Great Eastern and

Blackwall Companies, or either of them, but after the determination of the existing lease exclusive of any amount so payable) in respect of similar traffic conveyed to or from the London termini to which the Tilbury Company or their lessees have now access. A reasonable allowance, to be determined, in case of difference, by arbitration, under "The Railway Companies Arbitration Act 1859," to be made out of the receipts to the company exercising the powers, for the expenses of carrying the traffic.

3. In case of competition with any other company (after the determination of the existing lease of the Tilbury line), the apportionment of rates and fares between the company exercising the powers and the Tilbury Company to be subject to revision, with reference to the circumstances of the case, so far as regards such competition; and in case of difference, to be referred to arbitration, as above mentioned, on the request of any one of the parties to this agreement.

4. These heads of agreement, if practicable, to be embodied in clauses or scheduled in the Bill now being solicited in Parliament by the North London Railway Company, or, failing this, to be embodied in a fuller agreement under seal by all the parties, with a proviso for obtaining parliamentary sanction thereto in a future session, at the instance of any of the parties, and to be subject to the provisions of the Acts relating to the Tilbury Company, and not in any manner to affect any lease, contract, or engagement already made by the Tilbury Company or their lessees with any corporation or person.

(Signed) For self and co. lessees,
THOMAS BRASSEY.

S. REAY,
Secretary.

L. S. of London and North-western Railway Company.

L. S. of North London Railway Company.

L. S. of London, Tilbury, and Southend Railway Company.

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