CHAPTER clvii.

An Act for conferring further powers upon the London and North-western Railway Company in relation to their own undertaking and other undertakings in which they are interested jointly with other companies and also for conferring powers upon the Lancashire Union Railways Company the Great Western Railway Company the Midland Railway Company and the Oldham Ashton-under-Lyne and Guide Bridge Junction Railway Company in relation to such other undertakings and for other purposes. [18th July 1881.] A.D. 1881.

WHEREAS it is expedient that the London and North-western Railway Company (in this Act called the Company) should be empowered to make the new roads and footpaths and diversions of roads and footpaths in this Act described and to stop up the existing roads and footpaths and to execute the other works and exercise the other powers in this Act mentioned and to acquire for the purposes of the works by this Act authorised and for general purposes connected with their undertaking the lands in this Act also mentioned:

And whereas it is expedient that the Company or the Lancashire Union Railways Company and the Company and the Great Western Railway Company respectively should be empowered to acquire and hold for purposes connected with undertakings in which those companies respectively are jointly interested the lands herein-after described in that behalf:

And whereas plans and sections showing the respective lines and levels of the roads and other works by this Act authorised and plans of the lands by this Act authorised to be acquired and appropriated and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under

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the powers of this Act were duly deposited with the clerks of the peace for the several counties within which those works will be constructed and those lands are situate which plans sections and books of reference are in this Act respectively referred to as the deposited plans sections and books of reference:

And whereas certain lands in the parishes of Warrington Winwick and Prescot in the county of Lancaster (which lands are hereinafter referred to as the Sankey Water Meadows) are subject to be flooded by the overflow of the river or brook called Sankey Brook which is one of the sources of the supply of water to the Saint Helen's Canal and owing to the pollution of the said brook by chemical refuse and other deleterious substances the vegetation of the said meadows has been destroyed and they have been rendered almost wholly unfit for cultivation And whereas prior to the passing of the Act next herein-after mentioned the Saint Helen's Canal and Railway Company the then owners of the said canal in order to prevent proceedings being taken against them as conservators of the said brook by the owners of the said meadows in respect of the damage thereto by the overflow of the polluted waters of the brook took from the said owners respectively leases of the said meadows for twenty years or thereabouts subject to a covenant to yield up the land on or before the expiration of the leases in a proper condition for agricultural purposes and to restore the former and natural drainage thereof And whereas by the Saint Helen's Canal and Railway Transfer Act 1864 the undertaking of the Saint Helen's Canal and Railway Company was transferred to and vested in the Company subject to all leases covenants contracts obligations and liabilities then affecting the same And whereas the leases of the Sankey Water Meadows have recently expired but it is impracticable to give effect to the covenants therein contained as aforesaid And whereas it is expedient under the circumstances herein-before stated that the Company should be empowered to make agreements and to carry into effect agreements already made with the owners of the said meadows for the sale thereof to the Company:

27 & 28 Vict. c. ccxcvi.

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 them which are not or eventually may not be required for the purposes of their undertaking:

And whereas it is expedient that further provision should be made with respect to the rates or charges which the Company and the Great Western Railway Company may demand in respect of certain extraordinary services when performed by them on or in connexion with railways in which they are jointly interested:

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And whereas it is expedient that the Company should be enabled to provide further hotel and other like accommodation on or in connexion with their railways:

And whereas it is expedient that the Company and the Midland Railway Company should be empowered to make and carry into effect agreements with respect to the New Street Station at Birmingham and works connected therewith as herein-after set forth:

And whereas by the Oldham Ashton-under-Lyne and Guide Bridge Junction Railway Act 1857 the Oldham Ashton-under-Lyne and Guide Bridge Junction Railway Company (herein-after called the Oldham Company) were incorporated and authorised to raise a share capital of one hundred and forty thousand pounds and by that Act and the London and North-western Railway (New Works) Act 1859 the Manchester Sheffield and Lincolnshire Railway Company and the Company were respectively authorised to subscribe and have subscribed the sum of fifty thousand pounds towards that capital and hold shares in the undertaking of the Oldham Company in respect thereof: 20 & 21 Vict. c. cxxxvii. 22 & 23 Vict. c. cxiii.

And whereas under the provisions of the Oldham Ashton-under-Lyne and Guide Bridge Junction Railway Act 1862 the undertaking of the Oldham Company is leased to the Company and the Manchester Sheffield and Lincolnshire Railway Company jointly for a term of nine hundred and ninety-nine years: And whereas the Company and the Manchester Sheffield and Lincolnshire Railway Company respectively have under the several Acts of Parliament herein-after mentioned been empowered to subscribe towards and to hold shares in the undertaking of the Oldham Company to the further amounts herein-after set forth (that is to say): 25 & 26 Vict. c. xcviii.

LONDON AND NORTH-WESTERN RAILWAY COMPANY.

	£.	
The London and North-western Railway (Additional Powers) Act 1870	50,000	33 & 34 Vict. c. cxii.
The London and North-western Railway (New Works and Additional Powers) Act 1873	25,000	36 & 37 Vict. c. cci.
The London and North-western Railway (New Lines and Additional Powers) Act 1876	50,000	39 & 40 Vict. c. clxxx.

MANCHESTER SHEFFIELD AND LINCOLNSHIRE RAILWAY COMPANY.

	£.	
The Manchester Sheffield and Lincolnshire Railway Company Act 1873	25,000	36 & 37 Vict. c. lxxvii.
The Manchester Sheffield and Lincolnshire Railway Act 1876	50,000	39 & 40 Vict. c. clxxxi.

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And whereas the said companies have respectively subscribed the sum of seventy-five thousand pounds under the powers of the said Acts and hold shares for those amounts but no powers have ever been conferred upon the Oldham Company to increase their capital or to create new shares in respect of those sums or of the further sum of fifty thousaud pounds which the Company are authorised to subscribe and it is expedient that further powers should be conferred upon the Oldham Company as herein-after provided in that behalf:

And whereas the Company have under the authority of Parliament subscribed towards and hold shares in the undertaking of the Dundalk Newry and Greenore Railway Company and it is expedient that they should be empowered to contribute further sums of money to that undertaking:

And whereas at the time of the vesting of the undertaking of the Lancaster and Preston Junction Railway Company in the Lancaster and Carlisle Railway Company all the powers of the Lancaster and Preston Junction Railway Company as to raising capital were on the vesting transferred to the Lancaster and Carlisle Railway Company and there then remained uncalled in respect of the share capital of the first-named company the sum of fifty-seven thousand three hundred and thirty pounds: And whereas by the London and North-western Railway (Additional Powers) Act 1879 the Lancaster and Carlisle Railway Company were dissolved and all their powers were transferred to the Company: And whereas the said sum of fifty-seven thousand three hundred and thirty pounds has never been called up and doubts have arisen as to the power of the Company to call up or otherwise to raise the same and it is expedient that such doubts should be removed as herein-after provided:

42 & 43 Vict. c. cxlii.

And whereas it is expedient that the Company should be empowered to raise additional capital and that the Company and the Lancashire Union Railways Company and the Great Western Railway Company respectively should be empowered to apply their funds as by this Act authorised:

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

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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 1881.

Incorporation of general Acts.

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

The Lands Clauses Consolidation Acts 1845 1860 and 1869 ; 8 & 9 Vict. c. 18. 23 & 24 Vict. c. 106. 32 & 33 Vict. c. 18.

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (namely) 8 & 9 Vict. c. 16.

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

The payment of subscriptions and the means of enforcing the payment of calls ;

The forfeiture of shares for nonpayment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money ;

The conversion of the borrowed money into capital ;

The consolidation of shares into stock ;

The general meetings of the Company ;

The making of dividends ; and

The giving of notices ;

Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863. 26 & 27 Vict. c. 118.

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 "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or extra-parochial places in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish mean the vestry clerks of those parishes ; 8 & 9 Vict. c. 20.

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 for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Power to make new roads and other works &c.

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

(1.) In the parish of Saint Pancras in the county of Middlesex they may

Alter the levels of the roadway of Euston Grove for its entire length and of so much of Euston Street as extends from a point twenty yards or thereabouts north-east to a point thirty-six yards or thereabouts south-west of the centre of Euston Grove at its junction with that street:

Construct over Drummond Street at a point forty yards or thereabouts north-east of the centre of the main entrance to the Company's Euston Station a footbridge to connect that station with the east wing of the Company's Euston Hotel: The works last above described shall notwithstanding anything in this Act be constructed only in accordance with the deposited plan and section relating thereto and the said footbridge shall not be used for the exhibition of advertisements:

Provided always that any question between the Company the Metropolitan Board of Works and the Vestry of St. Pancras as to the alteration of the levels of Euston Street shall be settled by agreement between Francis Stevenson on behalf of the Company Sir Joseph Bazalgette on behalf of the Metropolitan Board of Works and William Booth Scott on behalf of the Vestry of St. Pancras or failing agreement between them by an engineer to be appointed by the Board of Trade on the application of either party:

(2.) In the parishes of Acton and Willesden in the county of Middlesex they may

Carry over the Hampstead Junction Railway of the Company by means of a bridge the existing road known as Old

Oak Common Lane which now crosses that railway on the level at or near the Willesden Station and for that purpose may alter the levels of the said road between points respectively sixty-five yards or thereabouts north and forty yards or thereabouts south of the said level crossing:

Construct an additional archway or opening under the Harrow Road north of and adjoining the existing archway by which that road is now carried over the said railway:

Acquire by compulsion or agreement and hold certain lands situate on the north side of and adjoining the said railway and between a point one hundred and twenty yards or thereabouts east of the said archway and the bridge carrying the Midland and South-western Junction Railway over the said railway:

(3.) In the parish of Aylesbury in the county of Buckingham they may

Abandon and relinquish the construction of so much of the new footpath authorised by the London and North-western Railway (New Works and Additional Lands) Act 1877 and described in subsection 4 of section 4 of that Act as lies between the junction therewith of the existing footpath leading therefrom to the public road called Dropshort and the said public road and may stop up and discontinue the said existing footpath and may in lieu thereof make a new footpath commencing at the junction of the said two before-mentioned footpaths and terminating in the said road called Dropshort at a point seventy yards or thereabouts south-west of the level crossing of that road by the Aylesbury Branch Railway of the Company:

40 & 41 Vict. c. xlv.

(4.) In the parish of Wolverton in the county of Buckingham they may

Divert and carry under the Wolverton Deviation Railway of the Company the public footpath which now crosses that railway on the level at the south end of the bridge carrying that railway over the Grand Junction Canal and may continue and extend the said footpath along the west side of the said canal to a junction with the public road from Wolverton to Newport Pagnell and may stop up and discontinue so much of the said footpath as crosses the said railway and as extends from the said public road to the said canal:

(5.) In the parish of Loughton in the county of Buckingham they may

Stop up and discontinue so much of the public footpath as crosses on the level the London and Birmingham Railway of

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the Company one hundred and sixty-five yards or thereabouts north-west of the bridge carrying the public road from Loughton to Woolstone over the said railway and may in lieu thereof make a new footpath along the west side of the said railway from the said level crossing to the said public road:

(6.) In the parish of Castlethorpe in the county of Buckingham they may

Stop up and discontinue so much of the public footpath as crosses on the level the London and Birmingham Railway of the Company at or near the farm buildings known as Castlethorpe Lodge Farm and may carry the said footpath over the railway by means of a footbridge:

(7.) In the parish of Rugby in the county of Warwick they may

Extend for a distance of ten yards or thereabouts in a northerly direction the bridge at or near the west end of the Rugby Station which now carries the London and Birmingham Railway of the Company over the public road from Rugby to Leicester:

(8.) In the parish of Birmingham in the county of Warwick they may

Make a new street commencing by a junction with Dudley Street sixty yards or thereabouts south-east of the junction of that street with Great Queen Street and terminating at the junction of Great Queen Street with Worcester Street:

Convert into open cutting so much of the tunnel on their railway at the east end of the New Street Station as lies between the west end of that tunnel and High Street:

Widen the said railway where it passes under Worcester Street for a distance of fifty yards or thereabouts south of the said tunnel and carry Worcester Street over the said railway as so widened by means of a bridge:

Acquire by compulsion or agreement and hold certain lands lying between and adjoining Great Queen Street Dudley Street Old Meeting Street and Worcester Street and certain other lands lying over and on both sides of and adjoining the tunnel so to be converted into open cutting and between the said tunnel and Phillip Street and extending from Worcester Street to High Street and certain other lands lying on the west side of and adjoining Worcester Street between the said tunnel and Great Queen Street:

Stop up and appropriate to the purposes of the Company's undertaking the sites of Great Queen Street and of the portion of Dudley Street between Great Queen Street and the com-

mencement of the said New Street and of all or any other roads streets footpaths courts alleys or passages lying within the limits of the lands so acquired : A.D. 1881.

Provided always that the Company shall not under the authority of this Act enter upon take or use any of the lands numbered upon the deposited plans 39*a* 40 41 42 43 44 45 46 64 65 and 66 in the parish of Birmingham without the consent in writing of the owner or owners thereof for the time being :

(9.) In the township and parish of Wolverhampton in the county of Stafford they may

Make a new road in substitution for the new approach road at Wolverhampton authorised by the London and North-western Railway (Additional Powers) Act 1878 and described in subsection 7 of section 4 of that Act such new road commencing by a junction with Railway Street at a point in that street fifty-five yards or thereabouts south of the junction therewith of New Street and terminating by a junction with the approach road to the Wolverhampton passenger station of the Company at the bridge carrying that approach road over the Birmingham Canal and the said subsection 7 of section 4 of the said Act of 1878 is hereby repealed : 41 & 42 Vict. c. clxxxi.

Provided always that the Great Western Railway Company shall have the same right of user and the same powers and privileges over and in respect of the new approach road by this Act authorised as but for the passing of this Act they would have had over and in respect of the portion of the approach road by the said Act of 1878 authorised to be stopped up and except as is by this Act specially provided nothing herein contained shall alter prejudice injuriously affect or take away any of the rights powers or privileges of the Great Western Railway Company and if and so long as the Company continue to allow the portion of the approach road so authorised to be stopped up as aforesaid to be used by the public as a road to their passenger station the Great Western Railway Company shall continue to have the same rights of user over it as they would have had but for the passing of this Act :

(10.) In the township of Horninglow in the parish of Burton-upon-Trent in the county of Stafford they may

Alter for the purposes of the Burton Branch Railway No. 1 authorised by the London and North-western Railway (England and Ireland) Act 1874 the line and levels of the public road known as Dallow Lane from a point one hundred yards 37 & 38 Vict. c. clix.

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or thereabouts north-west to a point one hundred and sixty-five yards or thereabouts south-east of the bridge carrying that road over the Trent and Mersey Canal and may reconstruct the said bridge and may alter the levels of Shobnall Street for a distance of fifty yards or thereabouts from its junction with Dallow Lane aforesaid:

(11.) In the parish of Saint Michael Lichfield in the city and county of the city of Lichfield they may

Extend for a distance of ten yards or thereabouts on each side the bridge which carries the South Staffordshire Railway of the Company over Saint John Street:

(12.) In the township of Widnes in the parish of Prescot in the county of Lancaster they may in constructing the widening of the Saint Helen's Railway authorised by the London and North-western Railway Act 1880

43 & 44 Vict. c. cxlv.

Make a new road (No. 1) commencing by a junction with the public road known as Page Lane which crosses the said railway on the level at the Appleton Station at a point on that road one hundred and fifty yards or thereabouts north-west of the said level crossing and terminating by a junction with the public road which crosses the said railway on the level at Plumpton's level crossing about one hundred and seventy-five yards north of the said station at a point on such last-mentioned road two hundred and fifty yards or thereabouts east of the said Plumpton's level crossing:

Make a new road (No. 2) commencing by a junction with the said Page Lane immediately east of the said level crossing at Appleton Station and passing thence in a northerly direction along the east side of the said railway to and terminating by a junction with the said new road No. 1:

Make a new road (No. 3) commencing by a junction with Albert Road at its junction with Mill Brow and passing thence in a southerly direction along the west side of the said railway to and terminating by a junction with the said new road No. 1:

Stop up and discontinue as public highways so much of the said roads which respectively now cross the said railway on the level as aforesaid as will be bounded by the property acquired or to be acquired by the Company:

Make a new road (No. 5) commencing by a junction with the public road known as Derby Road which crosses the said railway on the level at the Farnworth Station at a point on that road three hundred and fifty yards or thereabouts south-west of the said level crossing and terminating at or near the

junction of Derby Road with the public road known as Lunt's Heath Lane:

Make a new road (No. 6) commencing by a junction with Lunt's Heath Lane aforesaid at a point thereon two hundred and sixty-five yards or thereabouts north-west of the bridge carrying that lane over the said railway and known as Coronation Bridge and terminating by a junction with the said new road No. 5 at a point thereon one hundred and seventy yards or thereabouts west of the termination thereof:

Take down and remove the said Coronation Bridge and stop up and discontinue as public highways so much of Derby Road and Lunt's Heath Lane respectively as will be bounded by property acquired or to be acquired by the Company:

(13.) In the township of Sutton in the parish of Prescot in the county of Lancaster they may

Make a new road commencing by a junction with Manor Street Saint Helen's immediately east of the level crossing of that street by the Saint Helen's Railway of the Company and terminating by a junction with Alma Street Saint Helen's at its northern end and may stop up and discontinue as a public highway so much of Manor Street aforesaid as lies between the boundaries of the Company's property:

(14.) In the township and parish of Preston in the county of Lancaster they may for the purpose of constructing additional archways or openings under Bridge Street Preston raise and alter the levels of that street from a point sixty yards or thereabouts west to a point twenty-four yards or thereabouts east of the junction with that street of Ladywell Street and so far as may be necessary alter the levels of Ladywell Street and Edward Street:

(15.) In the township of Rhyl in the parish of Rhuddlan in the county of Flint they may

Make two new roads between and connecting Warren Street and Ffynon-groew Street one of such roads to be situate on the north-west side of and adjoining the Chester and Holyhead Railway of the Company and the other of such roads to be situate on the south-east side of and adjoining the same railway and may connect the said new roads by means of a bridge over the said railway at a point one hundred and fifty yards or thereabouts north-east of Warren Street:

Stop up and discontinue as public highways and appropriate to the purposes of the Company's undertaking so much of Warren Street and Ffynon-groew Street respectively as extends

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for a distance of fifteen yards or thereabouts on each side from the centre of the level crossings of those streets by the said railway:

(16.) In the parish of Bangor in the county of Carnarvon they may

Convert into open cutting so much of the Belmont Tunnel at the west end of the Bangor Station on the Chester and Holyhead Railway of the Company as extends for a distance of one hundred and thirty-five yards or thereabouts from the east end of that tunnel:

Extend for a distance of twenty-five yards or thereabouts in a south-westerly direction the bridge which carries the said Chester and Holyhead Railway over the public road from Bangor to Carnarvon at the east end of the said station:

Acquire by compulsion or agreement and hold the lands following (that is to say):

Certain lands over and on both sides of and adjoining the said portion of the said tunnel:

Certain other lands to the east of and adjoining the last-mentioned lands and south of and adjoining the said railway: and

Certain other lands south of and adjoining the said railway and east of and adjoining the said public road from Bangor to Carnarvon:

(17.) In the parish of Holyhead in the county of Anglesey they may

Make a new road (No. 1) commencing from and out of the public road known as Black Bridge at a point thereon thirty yards or thereabouts east of its western termination and terminating by a junction with the Shrewsbury and Holyhead Turnpike Road at a point thereon ninety yards or thereabouts east of the junction with that road of the approach road to the Company's Holyhead passenger station:

Make a new road (No. 2) commencing out of the new road No. 1 at a point thereon fifteen yards or thereabouts south of the commencement thereof and terminating by a junction with the public road known as Foundry Street at a point thereon fifteen yards or thereabouts west of the junction with that street of Foundry Place:

Stop up and discontinue as public highways and appropriate to the purposes of their undertaking

So much of Black Bridge as lies west of the commencement of the new road No. 1:

So much of Foundry Street as lies west of the termination of the new road No. 2:

The public road between the west end of Black Bridge and the Shrewsbury and Holyhead Turnpike Road:

Acquire by compulsion or agreement and hold certain lands lying between and adjoining the portions of Black Bridge and Foundry Street so to be stopped up:

Provided always that the Company shall not stop up any of the roads or footpaths by this section authorised to be stopped up until in each case they shall have completed and opened to the public the new road or footpath (if any) by this section authorised to be made in lieu of the road or footpath so to be stopped up.

Protection of Gaslight and Coke Company.

5. For the protection of the Gaslight and Coke Company (hereinafter referred to as the gas company) the following provisions shall have effect that is to say:

(1.) All works matters or things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the gas company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the sole direction of and in such manner as shall be reasonably required by the engineer for the time being of the gas company and such works matters or other things shall not be commenced until after fourteen days previous notice thereof in writing shall have been given to the gas company Provided always that if the gas company shall elect themselves to execute any portion of the works matters and things which the Company may by this Act be empowered or required to do or exercise with reference to the mains pipes syphons apparatus or other works of the gas company and of such their election shall give seven days notice in writing to the Company by leaving the same at their head office in London the gas company may themselves execute that portion of the said works matters and things and the reasonable expense of and incident to the executing the same shall be repaid by the Company to the gas company on demand and such expense may be recovered from the Company in any court of competent jurisdiction Any difference arising between the Company and the gas company respecting any of the matters referred to in this enactment shall be settled by arbitration pursuant to the Railways Clauses Consolidation Act 1845:

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(2.) If any interruption whatsoever in the supply of gas by the gas company or any loss of gas shall be in any way occasioned to or sustained by any act or omission of the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the gas company for such interruption for the use and benefit of the gas company the sum of twenty pounds for every day during which such interruption shall continue and in addition shall pay to the gas company the value of the gas so lost such sum or sums of money to be recovered by the gas company in any court of competent jurisdiction If the Company shall find it necessary to undermine but not otherwise alter the position of any main pipe syphon or other works belonging to the gas company they shall temporarily support the same in its position during the execution of their works and on their completion shall provide a good and suitable foundation for every main pipe syphon or other work so undermined:

(3.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company or to any of their mains pipes syphons apparatus property works and conveniences or in the supply of gas by the gas company or otherwise by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission.

Protection of West Middlesex Waterworks Company.

6. For the protection of the West Middlesex Waterworks Company (herein-after called the waterworks company) the following provisions shall be observed and have effect:

(1.) All works matters and things which the Company may be empowered or required to do or execute with reference to the mains pipes or works of the waterworks company existing at the time of the commencement of the Company's works shall be done and executed by the Company and to the reasonable satisfaction of the engineer for the time being of the waterworks company and according to plans previously approved

by such engineer and the engineer of the Company or in the event of their not agreeing in such manner as shall be settled by arbitration in manner provided by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration and such works matters or other things shall not be commenced until after fourteen days previous notice thereof in writing shall have been given to the waterworks company and the costs attending such works matters or other things and the superintendence thereof by the waterworks company shall be borne and paid by the Company:

(2.) Except only as is by this Act otherwise expressly provided nothing in this Act shall take away lessen prejudice or alter any of the estates rights interests powers authorities or privileges of the waterworks company.

Confirmation of agreements with trustees of Old Meeting House Birmingham.

7. The two agreements made respectively the fifth day of February one thousand eight hundred and eighty-one and the nineteenth day of May one thousand eight hundred and eighty-one between the trustees of the Old Meeting House at Birmingham of the one part and the Company of the other part and which are set forth in the First Schedule to this Act are hereby confirmed and made binding on the said trustees and the Company respectively and full effect may and shall be given thereto Provided always that the Company shall before removing the remains of any dead from the graveyard chapel or premises mentioned or referred to in the said two agreements or either of them give to one of Her Majesty's Principal Secretaries of State not less than two months notice in writing of their intention so to do and the removal and reinterment of any such remains shall be carried out to the satisfaction in all respects of the said Secretary of State.

Protection of Corporation of Birmingham.

8. In the execution of the works and exercise of the powers in the borough of Birmingham by this Act authorised the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Birmingham (in this section called the corporation) shall have effect that is to say:

(1.) The Company shall not break up or interfere with Great Queen Street until they shall have made to the reasonable satisfaction of the corporation a new street in the line shown upon the plan signed by William Spooner Till the borough surveyor and Francis Stevenson the engineer of the Company and such street shall be of the full width throughout of fifty feet and of uniform gradients between Worcester Street and Dudley Street and Dudley Street and Hill Street:

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(2.) The Company shall within six months after the stopping up of Great Queen Street construct and maintain a footbridge under cover in continuation of the existing footbridge across the station in the line shown upon the said plan and such footbridge shall be of a width at least equal to and of the same level throughout as that of the existing footbridge or as near thereto as the works of the Company will admit and shall be provided with a convenient approach thereto by means of steps from the new street aforesaid between the points A and B on the said plan:

(3.) The Company shall when they have removed the existing buildings on the east side of Hill Street between Navigation Street and Station Street give up to the corporation the necessary land to enable them to widen Hill Street so as to make that street between those points at least fifty feet wide:

(4.) If the Company shall find it necessary for their works to pull down the existing buildings fronting on the east side of Worcester Street between Swan Passage as proposed to be reconstructed under the provisions of this Act and Phillip Street they shall give up to the corporation so much of the site of such buildings so pulled down as will enable the corporation to widen Worcester Street between those points to an extent not exceeding forty-eight feet the necessary substructure being executed by the Company:

(5.) If the Company shall find it necessary for their works to pull down the existing buildings fronting Phillip Street on the lands numbered 47 48 49 50 51 52 53 54 56 57 or 58 in the parish of Birmingham on the deposited plans they shall give up to the corporation so much of the site of the buildings so pulled down as will enable the corporation to widen Phillip Street to an extent not exceeding forty-eight feet:

(6.) The Company shall before interfering with Great Queen Street repay to the corporation the sum of five hundred and eighteen pounds paid by the corporation to the Company for certain lands at the junction of Great Queen Street and Dudley Street:

(7.) The word "street" when used in this section shall include any street road highway lane bridge passage or place and the footways thereof respectively:

(8.) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall subject to the provisions of this Act extend and apply to the water and gas mains pipes and apparatus of the corporation and

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

(9.) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or apparatus of the corporation until they shall have given to the town clerk three clear days notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas and water mains pipes and apparatus proposed to be interfered with:

(10.) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the satisfaction of the corporation restore the surface so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration:

(11.) 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 reasonably 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 drain 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 reasonably approved by the corporation:

(12.) Wherever the water or gas mains pipes or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and wherever it is necessary for maintaining the supply of water or gas to lay additional mains or pipes such additional mains or pipes shall previous to the severance or interference be laid by the corporation at the expense of the Company:

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

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

(15.) The Company shall not interfere with the sewer running from Stephenson Place to Dudley Street:

(16.) The Company shall construct and maintain on each side and for the full length of every bridge or viaduct carrying any street over the railway and works a substantial parapet or close screen not less (except with the consent of the corporation) than eight feet in height above the level of the footway on such bridge or viaduct and shall construct a fence or close screen of the same height in continuation of the parapets to the nearest buildings in the street:

(17.) The Company shall construct a close screen not less than eight feet in height (except with the consent of the corporation) along the boundary of the railway where the same is in open cutting and abuts upon any street and shall close fence the land of the Company not required for railway purposes where the same shall abut upon any street:

(18.) All parapets and screens of bridges made by the Company shall be constructed in such reasonably ornamental manner as the corporation shall approve of and shall not be used for the posting of bills or other advertising purposes:

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

(20.) The Company shall from time to time pay to the corporation all rates leviable by or payable to the corporation upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down Provided always that the Company shall not be charged with

or be liable to the payment of any such rates upon any building or property which or part of which is required for the making of a new street or the widening or improving of an existing street as provided by this Act:

(21.) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this Act relating to works to be executed and powers to be exercised in the borough of Birmingham or as to the mode of giving effect thereto shall be determined in the manner prescribed in the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

Protection of J. P. Phillips and others.

9. The following provisions shall have effect with reference to the construction of the open cutting in the parish of Birmingham by this Act authorised that is to say:

(1.) In substitution for that part of Swan Passage which the Company will take under the powers of this Act (and which passage runs through the property of which John Palmer Phillips Arthur Winkler Wills and George Frederick Bolding are reputed owners and who with their successors in title are herein-after referred to as the owners) the Company shall make a new passage eleven feet and six inches wide extending from Worcester Street to the point marked A on the plan signed in duplicate by the Right Honourable the Lord Foxford the Chairman of the Committee of the House of Lords to which the Bill for this Act was referred and in the manner in this section described:

(2.) Such passage shall be supported on its north side by the retaining wall of the said open cutting from the level of the rails to the present level of Swan Passage The said passage shall be bounded on the south side by a wall and the owners in the event of their exercising the powers of re-purchase herein-after reserved to them shall have a right (as against the Company) of erecting a superstructure of iron and glass on the wall or on the site of the wall from the girders supporting the new passage to support a roof over the said new passage to a height not exceeding twenty-five feet above the level of Swan Passage Such superstructure to be agreed upon by the engineer for the time being of the Company and the architect of the owners any difference to be determined by an umpire to be appointed by the Board of Trade:

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(3.) The said new passage shall from the point marked A on the plan be constructed over the railway in the direction and within the lines shown by a pink colour on the said plan and shall be constructed upon girders with brick or concrete arches and a paved or asphalted floor and shall be so constructed as to allow of pipes for the conveyance of gas water and sewage being laid thereunder by the corporation of Birmingham at a level not lower than that of the existing sewer:

(4.) The said passage shall be paved or asphalted channelled and drained by the Company to the satisfaction of the corporation and kept in good repair for a period of one year and thereafter the surface of the passage shall be repaired by the corporation and the same shall be and continue a public highway;

(5.) If within twelve months after the completion of the said new passage the owners shall require the Company to resell the land taken by them on the north side of the retaining wall of the said open cutting and not used for the purposes thereof the Company shall resell the same accordingly on payment of the same price per yard as paid by the Company for the same and in the event of such purchase the owners shall be at liberty to build on the retaining wall on the north side of the said open cutting.

Protection of Corporation of Burton-upon-Trent.

10. In the alteration of the line and levels of the public road known as Dallow Lane and the reconstruction of the bridge carrying that road over the Trent and Mersey Canal and the alteration of the levels of Shobnall Street all in the township of Horninglow in the parish of Burton-upon-Trent to be respectively made by the Company under the powers of this Act notwithstanding anything elsewhere contained in this Act or shown on the deposited plans or sections the following provisions for the protection of the mayor aldermen and burgesses of the borough of Burton-upon-Trent (herein-after in this section called the corporation) shall apply and have effect:

(1.) The Company shall make the roadways of Dallow Lane and Shobnall Street to be so altered by them and of the bridge to be so reconstructed by them over the Trent and Mersey Canal with a clear width of not less than forty feet between the fences or boundaries of such lane and street and the parapets of such bridge respectively and shall appropriate and construct as footpaths such parts of the said width of forty feet as shall be required by the surveyor of the corporation and the whole of the materials to be used by the Company in the construc-

tion of such roadways and footpaths and the manner of construction thereof shall be subject to the reasonable approval of the said surveyor and the Company shall not begin the construction of any of the works in the said township of Horninglow authorised by this Act until they shall have given to the said surveyor at least one calendar month's notice of their intention to do so:

(2.) The alterations of roads footpaths and bridge in this section mentioned when made and completed shall be repaired and maintained from time to time and at all times thereafter when required by and at the expense of the Company and to the reasonable satisfaction of the surveyor of the corporation:

(3.) In altering the line and levels of Dallow Lane aforesaid under the powers of this Act (in case the corporation shall not previously have constructed a sewer along the part thereof to be so altered) the Company shall leave a space not less than six feet wide for the construction of a sewer by the corporation on one side of the said lane along the whole length thereof intended to be so altered except such part thereof as will be occupied by the said bridge to be reconstructed by the Company over the Trent and Mersey Canal and the towing-path and basin connected therewith:

(4.) The provisions of the Railways Clauses Consolidation Act 1845 relating to alteration of gas pipes and interference with gas supply by the Company contained in sections 18 19 20 21 22 and 23 of that Act shall for the purposes of this Act extend and apply to the corporation as if they were a gas company within the meaning of the same sections:

(5.) If any difference arise between the Company and the corporation in relation to this section such difference shall from time to time be determined by arbitration in the manner (unless otherwise agreed on) provided by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

Protection of Corporation of St. Helens.

11. In making the new road in the township of Sutton in the parish of Prescot by this Act authorised the following provisions for the protection of the mayor aldermen and burgesses of the borough of Saint Helens (in this section called "the corporation") shall be observed and have effect:

(1.) At the request of the corporation (who shall first obtain the formal consent and approval of the owners lessees and occu-

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piers of the adjoining lands to such alteration) the Company shall at their own cost lower Manor Street at the point marked E on the deposited plan to an extent not exceeding two feet and shall alter the levels of the said street so that the same as altered shall have a uniform gradient with the intended new road upon the east side of the Saint Helen's Railway and the corporation shall indemnify the Company against all costs charges expenses claims and demands (except the cost of the work) which may be incurred by reason of lowering Manor Street in the manner herein-before provided:

(2.) The new road including footpaths shall be of a width of not less than thirty feet throughout and shall be paved flagged and sewered by the Company to the reasonable satisfaction of the corporation:

(3.) The Company shall before they stop up any portion of Manor Street construct a good and sufficient footbridge in lieu of the present level crossing at the point marked M on the deposited plans and they may occupy so much of the site and soil of Manor Street as may be found necessary for that purpose and such footbridge shall be not less than five feet wide throughout and the Company shall for ever after maintain the said footbridge in good repair and keep it open and unobstructed as a public footway:

(4.) The Company shall before they open the new road to the public make and provide a footway connecting Union Street East at its eastern end with the new road at or near the letter H thereon on the deposited plans such footway shall not be of a less width than six feet in any part thereof and shall be formed by means of a slope or flights of steps as may be agreed upon between the Company and the corporation:

(5.) If any difference arise between the Company and the corporation as to the true intent of this section or the mode of giving effect thereto the same shall be determined by arbitration in the manner prescribed by the Railway Companies Arbitration Act 1859 and for the purposes of such arbitration the corporation shall be deemed to be a railway company.

22 & 23 Vict. c. 59.

Protection of Corporation of Preston.

12. In the construction within the borough of Preston of the works by this Act authorised to be constructed by the Company the following provisions shall have effect unless otherwise agreed on between the mayor aldermen and burgesses of the borough of

Preston (in this section called the corporation) and the Company (that is to say)—

(1.) The Company shall widen Bridge Lane and Worsted Bridge carrying Bridge Lane over the Lancaster Canal to the full width of 42 feet between the fences and parapets respectively such widening to commence at a point in Bridge Lane about 84 feet east of the centre line of Barracks Lane and terminating at the junction of Bridge Lane with Edward Street;

(2.) The said widening of the said bridge and lane shall be made wholly on the north side thereof respectively and so that the southern sides thereof respectively shall run in a straight line from Barracks Lane to the corner of Bridge Street and Ladywell Street;

(3.) The gradient of the altered bridge and lane shall not be steeper than 1 in 23 up to a point 242 feet or thereabouts eastward of the centre line of Barracks Lane nor than 1 in 40 from that point to Bridge Street;

(4.) The Company shall erect and maintain on both sides of the said bridge and lane where widened and altered a sufficient fence not less than 4 feet in height;

(5.) The Company shall alter the levels of Ladywell Street and Edward Street so as to have a gradient from Bridge Lane not steeper than 1 in 40 as regards Ladywell Street and 1 in 25 as regards Edward Street;

(6.) The Company shall construct the foundations and form kerb channel and complete the said bridge and lane where widened and altered, and the altered parts of Ladywell Street and Edward Street to the reasonable satisfaction of the surveyor of the corporation and shall construct on both sides of the said streets bridge and lane respectively a footway of not less width than the footways in the adjoining parts of the same respectively;

(7.) The Company shall to the reasonable satisfaction of the said surveyor pave and flag the said footways and pitch the carriageways of the said bridge and lane where widened and altered and the altered parts of Ladywell Street and Edward Street with the like materials with which the footways and carriageways of the said streets bridge and lane are now respectively paved flagged and pitched;

(8.) The Company shall not during the alteration of the said streets bridge or lane respectively stop up or interfere with at the same time more than half the width thereof respectively;

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(9.) Whenever in the execution of the said works it shall be necessary to alter interfere with or disturb any existing or to make any new sewers or drains such alteration disturbance or interference shall be executed and such new sewers and drains shall be made by the corporation but at the reasonable cost of the Company;

(10.) If by reason of the alteration of the levels of Ladywell Street and Edward Street from 1 in 20 as shown on the deposited plans to 1 in 40 and 1 in 25 respectively as required by this section any increased compensation be payable to the owners lessees or occupiers of any lands abutting thereon such increased compensation shall be paid by the corporation;

(11.) The Company shall not claim or require any compensation for any injury which may accrue to any lands now owned leased or occupied by them by reason of any alteration of the levels of the said streets bridge or lane respectively;

(12.) The Company shall make good to the reasonable satisfaction of the said surveyor any disturbance of the surface of the said streets bridge or lane respectively which may arise by reason of the execution of their works or any failure thereof;

(13.) The provisions of sections 18 to 23 both inclusive of the Railways Clauses Consolidation Act 1845 shall for the purpose of this Act extend and apply to alteration of water pipes belonging to the corporation and whenever in those sections the expression "society" or "the company" is used in relation to a water company that expression shall include the corporation;

(14.) If any difference arise between the corporation and the Company with respect to anything to be done or not to be done by the corporation or the Company such difference shall be settled by an engineer to be appointed (unless agreed on within ten days after a written request in that behalf by either party to the other of them) on the application of either the corporation or the Company by the President for the time being of the Institution of Civil Engineers and subject as aforesaid the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall extend and apply to every such settlement.

Protection of Rhyl Improvement Commissioners.

13. For the protection of the Rhyl Improvement Commissioners the Company shall in constructing and maintaining the new roads between and connecting Warren Street and Ffynongroew Street in the township of Rhyl in the parish of Rhuddlan in the county of

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Flint and the bridge connecting such new roads be subject to the following conditions namely:

(1.) The junctions at either end of the proposed new roads with Warren Street and Ffynongroew Street respectively shall not be made at right angles but shall be made by a convenient curve to the reasonable satisfaction of the surveyor to the said commissioners:

(2.) The said new roads and bridge including the footways herein-after mentioned shall be throughout of the uniform width of not less than thirty feet between the fences and parapets thereof respectively and shall have footways on both sides of the width of five feet kerbed and paved:

(3.) The said new roads shall be furnished with a screen wall of a height of at least six feet above the level of the roadways along the sides thereof nearest the Company's railway:

(4.) The said new roads and bridge shall be furnished throughout with proper and efficient drains for carrying off the surface water and with proper main and other gas pipes and gas columns complete similar and equidistant to those in use in the other parts of Warren Street and in such situations as may be mutually agreed upon between the Company's engineer and the town surveyor:

(5.) The Company shall at their own expense after the construction thereof maintain and repair the said roads and bridge and the works thereof of the height and width in this Act provided:

(6.) Should the commissioners or any person or persons with their authority or permission at any time after the construction of the said roads and bridge be desirous of forming any new streets or roads from any part of Wellington Road to join the proposed new road on the north-west side of the railway the Company will offer no opposition to such new streets or roads provided such streets or roads do not in any way damage or obstruct the said proposed new road to be constructed by the Company and provided the junctions with such proposed new road be effected to the reasonable satisfaction of the engineer for the time being of the Company:

(7.) The Company will permit the commissioners to construct a sewer under their railway at a point between the two level crossings now proposed to be closed such point to be agreed on between the surveyor to the commissioners and the engineer of the Company such sewer to be carried out according to the plan and details to be approved by the engineer of the Com-

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pany and under his superintendence at the expense of the commissioners and so as not to cause any damage to the Company's railway or works or obstruct the traffic of the railway The commissioners to be liable for any damage to works or delay to traffic caused during the construction of the sewer or for any subsequent defect in same and the Company shall allow the commissioners access to the said sewer at all reasonable times for the purpose of inspecting cleansing or repairing the same and a free right of passage of water or sewage through the same.

Power to acquire additional lands &c.

14. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may from time to time enter upon take use and appropriate to the purposes of extending the station siding warehouse wharf depôt mineral goods and other accommodation of the Company and for other purposes connected with their undertaking the lands houses and buildings herein-after described or referred to and may in connexion with such use and appropriation execute the works and exercise the powers herein-after mentioned (that is to say):

In the County of Middlesex

(Highbury.) Certain lands in the parish of Saint Mary Islington being the properties numbered 27 29 31 33 35 37 and 39 in Crane Grove Terrace Highbury:

(West End Lane.) Certain lands in the parish of Saint John Hampstead lying on the east side of and adjoining West End Lane and between the Hampstead Junction Railway of the Company and the Midland Railway

(Harrow.) Certain lands in the parish of Harrow-on-the-Hill lying near to and adjoining the north-east side of the London and Birmingham Railway of the Company and extending for a distance of one thousand three hundred yards or thereabouts north-west of the River Brent:

In the County of Warwick

(Rugby.) Certain lands in the parish of Rugby lying between and at the junction of the London and Birmingham and Rugby and Stamford Railways of the Company and adjoining those railways and certain other lands in the same parish lying on the south side of and adjoining the said London and Birmingham Railway and between the said junction and Rugby Station:

In the County of Leicester

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Certain lands in the parish of Croft lying on the north side of and adjoining the South Leicestershire Railway of the Company at Croft Station : (Croft.)

In the County of Stafford

Certain lands partly in the parish of Darlaston and partly in the township of Walsall Foreign in the parish of Walsall lying on the east side of and adjoining the Grand Junction Railway of the Company at the junction therewith of the Darlaston Branch at James Bridge Station. (James Bridge.)

Certain lands in the township and parish of Aldridge being the railway and sidings constructed in extension of the Leigh's Wood Railway of the Company southward from the authorised termination of that railway at the new pit or shaft of the Leigh's Wood Colliery Company : (Leigh's Wood.)

In the County of Chester

Certain lands in the township of Basford in the parish of Wybunbury lying on the east side of and adjoining the Grand Junction Railway of the Company and between Casey Lane and Basford Wood With power to the Company to construct two additional archways or openings one on the east side of and adjoining the existing archway by which Casey Lane is carried over that railway and the other on the east side of and adjoining the existing archway by which Shavington Lane is carried over the same railway : (Basford.)

Certain lands in the township of Monks Coppenhall in the parish of Coppenhall lying on the south-east side of and adjoining Goddard Street and between West Street and Richard Moon Street at Crewe : (Crewe.)

In the County of Lancaster

Certain lands in the township of Heaton Norris in the parish of Manchester lying on the east side of and adjoining the Stockport and Guide Bridge Railway of the Company between Wellington Road and Lancashire Hill With power to the Company to construct an additional archway or opening on the east side of and adjoining the existing archway by which Wellington Road aforesaid is carried over the said railway and to alter the levels of Wellington Road so far as may be necessary for that purpose : (Heaton Norris.)

Certain lands in the township of Rainhill in the parish of Prescot lying on the north side of and adjoining the Liverpool and Manchester Railway of the Company near and east of the (Rainhill.)

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Rainhill Station being the premises known as the Britannia Glass Bottle Works:

(Huyton.) Certain lands in the township of Huyton-with-Roby in the parish of Huyton lying on the south side of and adjoining the Liverpool and Manchester Railway of the Company at and near Huyton Station:

(Edge Hill.) Certain lands in the township of West Derby in the parish of Walton-on-the-Hill lying on both sides of and adjoining Arrow Street and Ash Street at and near their respective southern terminations With power to the Company to stop up and appropriate to the purposes of their undertaking so much of those streets and of any other streets footpaths courts alleys or passages as lies within the limits of the lands to be so acquired:

(Breck Road.) Certain lands in the township of West Derby in the parish of Walton-on-the-Hill lying on the west side of and adjoining the Edge Hill and Bootle Railway of the Company and between the property of the Company at Breck Road Station and Saint John's Schools:

(Bamfurlong.) Certain lands in the townships of Abram and Ince-in-Makerfield in the parish of Wigan lying on the west side of and adjoining the North Union Railway and on both sides of and adjoining the Wigan and Leigh Canal With power to the Company to extend for a distance of ten yards or thereabouts in a westerly direction the bridge which carries the said railway over the said canal:

(Springs Branch.) Certain lands in the township of Ince-in-Makerfield in the parish of Wigan lying on the west side of and adjoining the North Union Railway at the Springs Branch Junction and also certain other lands in the same township and parish lying on the north side of and adjoining the Springs Branch Railway of the Company and between that railway and Cemetery Lane With power to the Company to construct an additional archway or opening on each side of and adjoining the existing archway or opening by which the Warrington Road is now carried over the said Springs Branch Railway and to alter the levels of Warrington Road so far as may be necessary for that purpose:

(Lees.) Certain lands in the township and parish of Ashton-under-Lyne lying on the south-west side of and adjoining the property of the Company at the Lees passenger station and south-east of Hey Lane.

IN THE WEST RIDING OF THE COUNTY OF YORK.

(Lees.) Certain lands in the township of Saddleworth in the parish of Rochdale lying on the south-west side of and adjoining the

property of the Company at the Lees goods station and north of the public road from Oldham to Huddersfield: A.D. 1881.

Certain lands in the township and parish of Huddersfield lying on the south side of and adjoining the Kirkburton Branch Railway of the Company at Deighton Station. (Deighton.)

IN THE COUNTY OF FLINT.

Certain lands in the township of Wepre in the parish of Northop lying on the south side of and adjoining the Chester and Holyhead Railway of the Company and on the west side of and adjoining the occupation road which crosses that railway on the level nine hundred and thirty yards or thereabouts east of the booking office of the Connah's Quay Station. (Connah's Quay.)

IN THE COUNTY OF DENBIGH.

Certain lands in the parish of Abergele lying on the south side of and adjoining the Chester and Holyhead Railway of the Company at and east of Abergele Station. (Abergele.)

IN THE COUNTY OF MERIONETH.

Certain lands in the parish of Festiniog lying between and adjoining in Bettws-y-Coed and Festiniog Railway of the Company and the public road from Bettws-y-Coed to Blaenau Festiniog and situate at the south end of the Festiniog Tunnel on the said railway. (Blaenau Festiniog.)

Protection of Corporation of Wigan.

15. Before interrupting or interfering with the gas mains or pipes of the mayor aldermen and burgesses of the borough of Wigan (in this section called the corporation) in Warrington Road in the township and district of Ince-in-Makerfield in the county of Lancaster the Company shall at their own expense construct and lay down according to a plan and section to be approved by the corporation as the gas undertakers for the said township and district and to the reasonable satisfaction of their engineer another main or pipe in lieu of the main or pipe proposed to be interrupted or interfered with and such substituted main or pipe shall be connected by and at the expense of the Company with any existing main or pipe in such manner as shall be approved by the said engineer and the substituted main or pipe shall be so laid as to afford easy access thereto for inspection or repair and shall be covered or protected from the frost to the reasonable satisfaction of the said engineer.

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Protection of Ince Local Board.

16. The following provisions for the protection and benefit of the local board for the district of Ince-in-Makerfield (in this section called the local board) shall have effect:

The Company shall construct the additional archways or bridges by this Act authorised adjoining the existing bridge carrying Warrington Road over the Company's Springs Branch Railway so that there shall be a clear space throughout between the parapets of not less than thirty feet and shall construct on each side of such archways or bridges a parapet of not less than five feet in height above the level of the roadway;

The gradient of the road on the archways or bridges and approaches shall not be steeper than 1 in 30;

The arches or bridges shall be constructed the roadway thereon paved and a footpath on each side formed flagged kerbed and channelled by the Company to the reasonable satisfaction of the local board;

The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive shall apply to the gas and water mains and pipes of the local board 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 local board;

In constructing the said archways or bridges proper provisions shall be made by the Company (to the reasonable satisfaction of the local board) for carrying any sewer drain gas or water main and pipes of the local board so as to admit of easy access thereto for the purpose of alteration or repair and such sewers drains and water mains shall be properly protected from the frost.

Owners may be required to sell parts only of certain lands, &c.

17. And whereas in the exercise by the Company of the powers of this Act it may happen that portions only of the lands buildings or manufactories shown on the deposited plans will be sufficient for the purposes of the Company and that such portions may be severed from the remainder of the said properties without material detriment thereto:

Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and persons interested in the lands buildings or manufactories described in the Second Schedule to this Act and whereof parts only are required for the purposes of the Company may if such portions can in the judgment of the jury arbitrator or other authority assessing or determining the compensation under that Act be severed from the remainder of the said properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so

required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Power to Company to take easements, &c. by agreement.

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

Notice to be given of taking houses of labouring classes.

19. 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.

Company to procure accommodation for persons of labouring classes to be displaced.

20. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of any house which the Company are by this Act authorised to acquire the Company shall (unless they and such person otherwise agree) procure sufficient accommodation elsewhere for such person: Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice:

The Company may for the purpose of providing such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase lands by agreement and may on any such lands erect labouring-class dwellings and may let or otherwise dispose of such lands and buildings.

Company or Lancashire Union Company

21. Subject to the provisions of this Act the Company or the Lancashire Union Railways Company may enter upon take and use the lands delineated upon the deposited plans and described in the

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may acquire certain lands.

deposited book of reference relating thereto or so much thereof as may be required (that is to say):

Certain lands in the township of Ince-in-Makerfield in the parish of Wigan in the county of Lancaster on the north-west side of and adjoining the Lancashire Union Railway and between the Ince Moss Junction and the junction of that railway with the North Union Railway.

Company and Great Western Company may acquire certain lands, &c.

22. Subject to the provisions of this Act the Company and the Great Western Railway Company jointly or either of them with the consent of the other may enter upon take and use the lands houses and buildings following delineated upon the deposited plans relating thereto and described in the deposited books of reference relating thereto (that is to say):

Certain lands in the township of Tranmere in the parish of Bebington in the county of Chester lying between and adjoining Green Lane and Argyll Street South and on the south-west side of and adjoining the property of the two companies there: and

Certain other lands in the same township and parish lying on the west side of and adjoining the Birkenhead Railway and on both sides of and adjoining Bridge Street:

And the two companies may make and carry into effect agreements with respect to the matters aforesaid.

Protection of Corporation of Birkenhead.

23. The following provisions for the protection of the Corporation of Birkenhead (herein-after in this section called the corporation) shall be observed and have effect:—

(1.) Notwithstanding anything in this Act contained it shall not be lawful for the Company and the Great Western Railway Company jointly or either of them (herein-after called the company) to stop up appropriate interfere with or acquire Argyle Street South as now laid out in the township of Tranmere in the borough of Birkenhead in the county of Chester or any part thereof without the consent of the corporation signified in writing under the hand of the town clerk:

(2.) The provisions contained in sections 18 to 23 inclusive of the Railways Clauses Consolidation Act 1845 shall apply to the water and gas mains and pipes of the corporation and whenever in those sections the word "company" or "society" is used the same shall for all purposes of this Act be held to extend to and include the corporation.

(3.) Whenever by the appropriation or destruction of property by this Act any mains or pipes laid for the supply of such property with water or gas shall be rendered unnecessary the companies

shall pay to the corporation the cost of laying an equivalent length of mains or pipes and the costs of the works required for disconnecting the mains or pipes rendered unnecessary to such reasonable amount as shall be estimated by the water or gas engineer and the mains or pipes so rendered unnecessary shall be the property of the companies:

(4.) Before interfering with obstructing or breaking up any sewer or drain or removing any water or gas main or pipe the companies shall give to the corporation seven days previous notice in writing and the work shall be done under the direction of the surveyor of the corporation.

Power to deviate in construction of new roads &c.

24. The Company or any other company exercising any of the powers of this Act either alone or jointly with the Company may in constructing the new roads and footpaths and alterations of roads and footpaths by this Act authorised to be constructed by them respectively deviate the same to the extent of the limits of deviation marked on the deposited plans relating thereto and may deviate from the levels shown on the deposited sections relating thereto to any extent not exceeding five feet but not so as to increase the rate of inclination as shown on those sections.

Repair of new roads &c.

25. Except as in this Act expressly provided the new roads and footpaths and the alterations of roads and footpaths to be made under the authority of this Act (except the stone iron or other structure carrying any new road or footpath or any alteration of any road or footpath over any railway which structure shall be repaired and maintained by and at the expense of the Company or companies exercising the powers of this Act as aforesaid) shall when made and completed from time to time be repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as other roads streets and footpaths within the townships or parishes in which such new or altered roads and footpaths will be situate are from time to time liable to be repaired or maintained:

If any question shall arise between the company or companies exercising the powers of this Act as aforesaid and any of such parties as to the due completion of any such new or altered road or footpath such question 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 or altered road or footpath shall be conclusive evidence of the fact so certified.

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Power to Companies other than Company to take easements &c. by agreement.

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

Notice to be given of taking houses of labouring classes by Company and Great Western Company.

27. The Company and the Great Western Railway Company shall not less than eight weeks before they take in the township of Tranmere 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 companies 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 companies have made known their intention to take the same in manner herein-before required.

Company and Great Western Company to procure accommodation for persons of labouring classes to be displaced.

28. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of any house in the township of Tranmere which the Company and the Great Western Railway Company are by this Act authorised to acquire the companies shall (unless they and such person otherwise agree) procure sufficient accommodation elsewhere for such person Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice:

The companies may for the purpose of providing such accommodation appropriate any lands for the time being belonging to them or either of them or which they or either of them have power to acquire and may purchase lands by agreement and may on any such lands erect labouring-class dwellings and may let or otherwise dispose of such lands and buildings.

Period for compulsory purchase of lands.

29. The powers for the compulsory purchase of lands under this Act shall not be exercised after the expiration of three years from the passing of this Act.

Extinguishment of rights of way.

30. All rights of way over or along the several roads streets footpaths courts passages thoroughfares or highways or portions thereof which shall under the provisions of this Act be stopped up

and discontinued and over any of the lands which shall be purchased or acquired under the compulsory powers of this Act shall be and the same are as from the stopping up purchase or acquisition thereof respectively by this Act extinguished.

Vesting of site and soil of roads &c. stopped up.

31. The site and soil of the several roads streets footpaths courts passages thoroughfares or highways or portions thereof by this Act authorised to be stopped up and discontinued and the fee simple and inheritance thereof shall (except where by this Act otherwise provided) if any company or companies exercising the powers of this Act relative thereto are or if and when under the powers of this Act or of any other Act relating to such company or companies already passed they become the owners of the lands on both sides thereof be from the time of the stopping up thereof respectively wholly and absolutely vested in such company or companies.

Extension of time for sale of certain superfluous lands.

32. 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 acquired by them which have not yet been applied to the purposes of the Company or sold or disposed of by them in the parishes enumerated in the Third Schedule to this Act 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 as superfluous lands.

Company may acquire Sankey Water Meadows.

33. The Company may purchase or take on lease or otherwise acquire but only by agreement the lands in the parishes of Warrington Winwick and Prescot in the county of Lancaster hereinbefore referred to as "the Sankey Water Meadows" and which lands are more particularly described on the plans deposited as herein-before mentioned with the clerk of the peace for the county of Lancaster and the Company may hold the said lands freed from the provisions of the Lands Clauses Consolidation Act 1845 as to the sale of superfluous lands and may sell lease or otherwise dispose of or deal with the same in such manner as they think fit.

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Confirmation of agreement with Rev. F. G. Hopwood.

34. The agreement made the first day of January one thousand eight hundred and eighty-one between the Reverend Frank George Hopwood of the one part and Charles Hull as agent for and on behalf of the Company of the other part set forth in the Fourth Schedule to this Act is hereby confirmed and made binding on the said Frank George Hopwood and the Company respectively and full effect may and shall be given thereto.

Company may provide &c. certain hotel accommodation.

35. The Company from time to time may erect maintain hold and enjoy as part of their undertaking hotels at or near their stations at London Road (Manchester) Rugby and Dublin and may aler extend enlarge and improve the same respectively and may furnish stock equip manage and conduct such hotels and the business thereof and employ officers managers and servants therein or in connexion therewith and may acquire by agreement and hold lands for those purposes and may apply their corporate funds to those purposes and may let any such hotel or hotels on lease or otherwise for any period not exceeding three years.

Company and Great Western Company may charge for warehousing goods, &c.

36. In addition to any other tolls rates or charges which the Company and the Great Western Railway Company or either of them can lawfully demand and recover upon or in respect of any railway belonging or leased to or worked by those companies jointly or for or in respect of the traffic thereon they or either of them may demand and recover for the warehousing and wharfage of goods (after due notice to the consignee and allowing a reasonable time for removal) or for any other extraordinary services not incidental to the business or duty of a carrier performed by them or either of them upon or in respect of the said railways or traffic such reasonable sum or sums as they may think fit. But nothing herein contained shall extend or apply to coal cannel culm slack coke or cinders traffic where such traffic is delivered into the yards or sidings owned or rented by the consignor or consignee but where such coal cannel culm slack coke or cinders traffic is wharfed upon sidings or yards belonging to and in the occupation of the said companies or either of them they may charge a sum for the use of such siding or yard not exceeding threepence per ton in respect thereof and if the said traffic shall remain on the said siding or yard for a longer period than four days (Sundays Good Friday Christmas Day and bank holidays excepted) the said companies or either of them may charge a further reasonable sum in respect thereof.

Company and Midland Company may make

37. The Company and the Midland Railway Company from time to time may make and carry into effect agreements with reference to the use working management maintenance alteration and

enlargement of the New Street Station at Birmingham and the execution of works and the exercise of any powers possessed or enjoyed by them in respect thereof or for the purposes of the said station and the railway of the Company at Birmingham and with reference to the payment by and apportionment between the said companies of the costs and expenses which may be incurred in reference to the matters aforesaid.

agreements as to station and railway at Birmingham.

38. In addition to the authorised ordinary share capital of the Oldham Company amounting to one hundred and forty thousand pounds there is by this Act created the further capital in that Company of two hundred thousand pounds consisting of the following amounts that is to say seventy-five thousand pounds representing the seven thousand five hundred shares of ten pounds already issued to the Company in respect of the further sum which has been subscribed by them as herein-before stated seventy-five thousand pounds representing the seven thousand five hundred shares of ten pounds each already issued to the Manchester Sheffield and Lincolnshire Railway Company in respect of the further sum which has been subscribed by them as herein-before stated and fifty thousand pounds to be divided into five thousand shares of ten pounds each which the Oldham Company are hereby authorised to create and to issue to the Company in respect of the further sum which the Company are authorised to subscribe as herein-before stated if and when the same shall be subscribed by them. The shares in the capital of the Oldham Company by this Act created in respect of the sums already subscribed by the Company and the Manchester Sheffield and Lincolnshire Railway Company shall be deemed to be fully paid up and to have been and to be the shares referred to in the several Acts set forth in the preamble to this Act as the shares held by the Company and the Manchester Sheffield and Lincolnshire Railway Company respectively in respect of the further amounts which they were by those Acts respectively authorised to subscribe and have subscribed to the undertaking of the Oldham Company.

Power to Oldham Company to create new shares.

39. The Company with the authority of three fifths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time subscribe any sums which they think fit towards the undertaking of the Dundalk Newry and Greenore Railway Company not exceeding (exclusive of the sums which the Company have already subscribed or are authorised to subscribe to that undertaking the sum of thirty thousand pounds :

Further subscription by Company to undertaking of Dundalk Company.

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The Company shall in respect of the sums to be subscribed and the corresponding shares in the said undertaking to be held by them have all the powers rights and privileges (except in regard to voting at general meetings which shall be as herein-after provided) and be subject to all the obligations and liabilities of proprietors of shares in that undertaking:

Provided always that the Company shall not sell dispose of or transfer any of the shares or stock for which they may subscribe:

The Company while shareholders of the Dundalk Newry and Greenore Railway Company may by writing under their common seal from time to time appoint some person to attend any meeting of that company and such person shall have all the privileges and powers attaching to other shareholders at such meetings and may vote thereat in respect of the capital held by the Company in the said undertaking:

Every such appointment by the Company of any person to vote on their behalf shall be delivered to the said Dundalk Newry and Greenore Railway Company and kept with their records and shall be at all reasonable times open to the inspection and transcription of all parties interested and every such instrument shall as between the said companies be sufficient evidence of the facts therein stated.

Issue of shares representing capital of Lancaster and Preston Junction Company remaining uncalled.

40. The Company in addition to any other capital which they are by this Act authorised to raise may from time to time raise by the creation and issue of new shares or stock in their own undertaking the said sum of fifty-seven thousand three hundred and thirty pounds which at the time of the vesting of the Lancaster and Preston Junction Railway in the Lancaster and Carlisle Railway Company and of the vesting of the last-named company in the Company remained uncalled in respect of the share capital of the said Lancaster and Preston Junction Railway Company and the Company may create and issue such shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

Power to raise additional capital for subscription to Dundalk Company.

41. The Company in addition to any other capital which they are by this Act authorised to raise may from time to time raise for the purposes of their subscription to the undertaking of the Dundalk Newry and Greenore Railway Company by the creation and issue of new shares or stock in their own undertaking any sum not exceeding thirty thousand pounds and the Company may create and issue such shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

Power to raise additional capital.

42. The Company from time to time may raise for the purposes of this Act and for the general purposes of their undertaking by the creation and issue of shares or stock such capital as they shall think necessary not exceeding five hundred and sixty-five thousand pounds exclusive of any other capital which they are or may be authorised to raise by this or any other Act or Acts of Parliament and the Company may create and issue such shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

Shares not to be issued until one fifth paid.

43. The Company shall not 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 of the amount of such share shall have been paid in respect thereof.

New shares or stock to be subject to same incidents as other shares or stock.

44. The capital created by the Company under this Act and the shares or stock therein and the holders thereof respectively (except any capital and shares or stock therein to which a preferential dividend is attached and the holders of those shares and that stock respectively) shall be subject and entitled to the same powers provisions forfeitures liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing ordinary capital of the Company and those shares and that stock were shares and stock in that ordinary capital.

Dividends on new shares or stock.

45. Every person who becomes entitled to a share or any stock created by the Company under this Act shall in respect of the same be a holder of shares or stock 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 or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or stock.

Votes &c. in respect of new shares or stock.

46. The holders of the shares or stock 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 or stock 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 or stock created or issued under this Act to which a preferential dividend shall be assigned.

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New shares or stock issued under this Act and any other Act of past or present sessions may be of same class.

47. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to raise capital by new shares or stock the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Receipt in case of persons not sui juris.

48. If any money is payable to a holder of shares or stock in the Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow.

49. The Company may in respect of the additional capital of five hundred and sixty-five thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage any sum not exceeding in the whole one hundred and eighty-five thousand pounds But no part thereof shall be borrowed until shares for so much of the said additional capital of five hundred and sixty-five thousand pounds as is to be raised by means of shares are issued and accepted and one half thereof is paid up and the Company 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 the whole of such capital have been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of such capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if such capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same:

Upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

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Appointment of a receiver.

50. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of principal money or principal money and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision:

The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Debenture stock.

51. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Existing mortgages to have priority.

52. All mortgages or bonds granted or to be granted under the authority of any former Act relating to the Company shall during the continuance thereof and subject to the provisions of the Acts under which such mortgages or bonds were respectively granted have priority over any mortgages granted by virtue of this Act And nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Application of moneys.

53. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes of this Act and the general purposes of the Company.

Company may apply corporate funds to purposes of Act.

54. The Company may apply to any of the purposes to which the moneys by this Act authorised to be raised are made applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Act relating to the Company and which may not be required for the purposes to which they are by any such Acts made specially applicable.

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Lancashire Union Company may apply corporate funds to purposes of Act.

55. The Lancashire Union Railways Company may apply for or towards 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 virtue of any Act relating to that Company and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Great Western Company may apply corporate funds to purposes of Act.

56. The Great Western Railway Company may apply for or towards 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 virtue of any Act relating to that company and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Saving rights of Duchy of Lancaster.

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

Interest not to be paid on calls paid up.

58. The Company shall not out of any moneys by this Act authorised to be raised pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

59. The Company shall not out of any moneys by this Act 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 them to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

60. Nothing in this Act contained shall exempt the Company the Lancashire Union Railways Company and the Great Western Railway Company respectively or their respective railways from the provisions of any general Act relating to railways or the better and

more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the said companies respectively.

Expenses of Act.

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

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SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

(PART I.)

AGREEMENT made the fifth day of February one thousand eight hundred and eighty-one between the trustees of the Old Meeting House at Birmingham herein-after called the said trustees of the one part and the London and North-western Railway Company (herein-after called the said Company) of the other part.

WHEREAS by three several indentures dated the tenth day of February one thousand eight hundred and sixty-six the twenty-ninth day of August one thousand eight hundred and seventy-one and the thirtieth day of August one thousand eight hundred and seventy-one the chapel graveyard schools and other buildings and premises situate in and fronting to Old Meeting Street and Great Queen Street in Birmingham known as the Old Meeting House became vested in certain persons as trustees thereof upon certain trusts therein mentioned And whereas the said Company intend to apply to Parliament in the ensuing session for an Act (intended to be called the London and North-western Railway (Additional Powers) Act 1881) and to incorporate the Lands Clauses Consolidation Act 1845 and general Acts authorising them among other things to acquire by compulsion or agreement and to hold certain lands lying between and adjoining Great Queen Street Dudley Street Old Meeting Street and Worcester Street and certain other lands lying over and on both sides of and adjoining the railway tunnel which is proposed to be converted into open cutting and between the said tunnel and Philip Street and extending from Worcester Street to High Street which said lands include the hereditaments and premises next herein-after referred to And whereas the Reverend Charles Clarke who has been minister of the Old Meeting House for upwards of twenty-eight years has claimed compensation in respect of the intended purchase and appropriation by the Company of the said premises And whereas the said trustees and the said Company have agreed to the following terms for sale and purchase of the said Old Meeting House grave yard schools caretakers dwelling-house and other hereditaments adjoining and belonging thereto described upon the plan hereto annexed by a red colour and containing in the whole two thousand seven hundred and thirty-six square yards more or less but subject and except as herein-after mentioned.

1. The purchase money to be 30,000*l.* which is to be paid by the Company to the trustees or into court in such manner as shall be mutually agreed upon but in case of difference shall be paid into court under the provisions of the

Lands Clauses Consolidation Act 1845 or any Act amending the same and the purchase shall be completed within three months after the passing of the said Act or before taking possession if possession be required previous to that time.

2. All the provisions of the Lands Clauses Consolidation Act 1845 or any Act amending the same relating to purchases from parties unable to sell or convey shall apply to the carrying out of this agreement for sale and purchase to the conveyance of the premises and to the dealing with the purchase money up to and including the payment out of court of the said purchase money and the payment by the said Company of all costs charges and expenses of and incident to such matters usually payable under the said Acts.

3. In addition to the purchase money referred to in clause 1 the Company to pay to the treasurer to the trustees therewith the sum of £250 for expenses incurred by the said trustees in opposing a Bill introduced by the said Company some years ago with a view of obtaining compulsory powers to purchase the said premises over and above the sum then allowed by the said Company in part payment of such expenses.

4. The remains of the dead and the tombstones (where desired by the said trustees) in or about the graveyard chapel and premises to be reverently removed the coffins re-interred as at present and the gravestones replaced at the general or borough cemetery at Birmingham to the satisfaction of the trustees and the burial board The removal re-interment and new site to be at the cost and responsibility of the said Company in all respects but the relatives of the dead (if authorised by the trustees) shall be at liberty to remove the remains of their relatives the removal new site and re-interment to be at the cost of the Railway Company not exceeding £15 for each grave or vault from which the remains shall be removed All questions arising between the parties under this clause to be settled by Mr. William Spooner Till the borough surveyor of Birmingham.

5. The monuments and mural tablets inside and outside the chapel and graveyard shall remain the property of the trustees and be removable by them at any time previous to the expiration of the three months notice from the Company requiring possession next herein-after provided for.

6. That the said trustees after completion of the said purchase may retain the free use of the said chapel vestries schoolrooms and premises until the Company shall require possession of the same of which the said Company shall give three months notice to the trustees and the Company shall on the expiration thereof be entitled to enter into possession of the same premises.

7. The said Company undertake to apply for the said Act during the present session in which shall subject to the consent of Parliament be contained provisions embodying and confirming this agreement which however shall be void in the event of the said Company not obtaining the intended Act during the present session.

8. On completion of the purchase the said Company shall over and above the said purchase money pay to the trustees to be applied as compensation to the Reverend Charles Clarke the sum of £2,000 in full satisfaction of any claim or demand he may have by reason of the sale and purchase or appropriation of

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the said premises or otherwise by reason of the exercise of the powers of the said intended Act.

As witness the hands and seals of the said trustees and the common seal of of the said Company the day and year first above written.

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.

Signed sealed and delivered by William Sextus Harding and Samuel Benjamin Whitfield (two of the trustees of the Old Meeting House pursuant to a resolution passed at a meeting of the said trustees held the 31st day of January 1881) in the presence of
Charles Harding
Solicitor
Birmingham.

W. S. Harding. L.S.

S. B. Whitfield. L.S.

(Part II.)

Memorandum of Agreement made the nineteenth day of May one thousand eight hundred and eighty-one between the trustees of the Old Meeting House at Birmingham (herein-after called the said trustees) of the one part and the London and North-western Railway Company (herein-after called the said Company) of the other part (being the specification of the principal work agreed to be done by the said Company pursuant to their agreement with the said trustees in the removal and re-interment of the dead dated the fifth day of February last scheduled in the Bill now before Parliament and proposed to be thereby ratified and confirmed).

Whereas by the said agreement dated the fifth day of February last made between the said parties hereto after reciting that the said trustees and the said Company had agreed upon certain terms therein contained for the sale and purchase of the Old Meeting House (at Birmingham) graveyard schools and caretaker's dwelling-house and other hereditaments adjoining and belonging thereto described upon the plan thereto annexed and containing in the whole two thousand seven hundred and thirty-six square yards more or less subject as therein mentioned it was provided by clause 4 that the remains of the dead and the tombstones (where desired by the said trustees) in or about the graveyard chapel and premises should be reverently removed the coffins re-interred as at present and the gravestones replaced at the general or borough cemetery in Birmingham to the satisfaction of the trustees and the burial board the removal re-interment and new site to be at the cost and responsibility of the said Com-

pany in all respects but the relatives of the dead (if authorised by the trustees) should be at liberty to remove the remains of their relatives the removal new site and re-interment to be at the cost of the Railway Company not exceeding fifteen pounds for each grave or vault from which the remains should be removed all questions arising between the parties under this clause to be settled by Mr. William Spooner Till the borough surveyor of Birmingham :

And whereas the said agreement was made in anticipation and subject to the said Company obtaining an Act during the present session of Parliament embodying and confirming the same agreement which was to be void in case the said Act was not obtained And whereas it has been agreed between the parties hereto to specify the details of the work to be performed by the said Company and the manner of carrying out the said recited clause and part of clause 5 in the said agreement of fifth February last Now therefore it is hereby agreed by the said parties hereto as follows :

1. That the remains of the dead in and about the graveyard and premises of the Old Meeting House Birmingham shall be removed to and be re-interred in a certain cemetery situate at Witton near Birmingham called the borough cemetery the site at such cemetery where the remains or bodies are to be re-interred being indicated by a blue colour on the plan hereto annexed the area of such site is to be at least equal in extent to the site of the said graveyard vaults under the chapel and elsewhere at Birmingham aforesaid which said site of land or the right to inter therein the Corporation of Birmingham have agreed shall be set apart for the purpose of such re-interment.

2. That such removal and re-interment shall be carried out in the following manner :

(*a.*) A plan shall be prepared of the said Old Meeting Graveyard about to be emptied including vaults under the chapel and elsewhere showing thereon the position or space which each vault or grave now occupies a number being given to each vault or grave and the gravestones are to be also numbered in order to correspond.

(*b.*) Before and during the removal of the remains of the dead canvas screens or awnings are to be placed round so much of the graveyard and premises as may be considered necessary by the said trustees or the medical officer of health acting for the said borough.

(*c.*) The said vaults and graves are then to be opened by the party having charge of the work under the direction of the borough surveyor in order to ascertain as nearly as possible the number of bodies contained in each vault or grave and the capacity of such vaults or graves for receiving further bodies and thereupon new vaults or graves of the like kind size and dimensions and with the like accommodation in all respects as those in the said Old Meeting Graveyard vaults under the chapel and elsewhere shall be provided on the said site at the said borough cemetery to the entire satisfaction of the said trustees and reserving to all persons now having rights of interment the same rights over the new vaults or graves so to be provided at the said borough cemetery as they now possess.

(*d.*) The vaults or graves so to be provided as aforesaid being ready to receive the remains of the bodies so to be removed as aforesaid the said Company shall provide proper and suitable shells in all cases where in the opinion of the said borough surveyor the existing shells or coffins shall by reason of

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decay or otherwise be considered inadequate for the purpose and the old coffins with the remains therein shall be carefully deposited therein and shall affix upon such shells or coffins the plates or ornaments distinguishing the names of the parties contained therein After the precautions aforesaid have been duly taken the said Company shall under the direction of the said borough surveyor and to the entire satisfaction of the said trustees carefully remove each body to the said borough cemetery and deposit the same in the vault or grave so prepared to receive it care being taken that all such remains are removed vault to vault and grave to grave as now exist in the said Old Meeting Graveyard and premises and as indicated and numbered by the said plan and as nearly as possible the several remains shall be placed in the same relative position in such new vault or grave as they occupy in the present vault or grave care being also taken to preserve and not remove the name plates and ornaments on existing coffins.

(*e.*) The said Company shall carefully remove the existing gravestones and erections over the graves from the said Old Meeting Graveyard and to the satisfaction of the said trustees affix the same over the vaults or graves covering remains so removed to the said borough cemetery The mural tablets recording the names of persons buried in vaults are to be placed over the new vaults or in the new chapel to be built as may be desired by the trustees In case of any deceased persons who are buried in vaults under the said Old Meeting House where neither tombstones nor tablets denote the death the said Company shall if required by the representatives provide and affix a memorial stone over the place to which such remains are removed stating the name of the deceased date of death and other particulars for the purpose of identity but the cost of such tablets (if any) shall not exceed four pounds each.

(*f.*) Where the bodies have been deposited in soil (other than vaults or brick graves) and there are no means of identifying the same and bones only remain these shall be carefully collected placed in shells and conveyed to the said borough cemetery but separate graves are not to be insisted upon for such remains.

(*g.*) Where in the opinion of the medical officer of health the existing soil at the said Old Meeting Burial Ground is charged with offensive matter the same shall be deodorised and removed in proper receptacles to such place or places as the said borough surveyor shall direct in order to prevent any nuisance arising to the district of the Old Meeting aforesaid.

3. The relatives of those interred may if they desire it superintend the removal of their relatives to the vault or grave prepared for their reception.

4. In order to define and more properly distinguish from the other part of the said borough cemetery the place to which the said remains of the said dead are removed a proper and sufficient fence shall be erected round such area consisting of a dwarf wall one foot above the surface of the ground in which shall be affixed wrought or cast iron standards and chains of a proper strength and quality and there shall also be provided and affixed in the said area a granite pillar column or memorial stone whereon shall be contained an inscription stating the cause for removal of the aforesaid dead from the said Old Meeting Burial Ground to the said borough cemetery and such other inscription as shall be approved by the said trustees and the burial board of the said borough.

5. The stipulations contained in the foregoing provisions are to be carried out by and at the cost of the said Company to the satisfaction of the said trustees and the Birmingham Burial Board and Mr. William Spooner Till.

6. This agreement is supplemental only to that of the fifth February last before referred to and shall not be considered as limiting or restricting any of the provisions therein contained.

7. This agreement shall be confirmed by a clause to be inserted in the said intended Act but shall be void in case the said Company fails to obtain the same during the present session of Parliament.

As witness the hands of the parties.

Signed by William Sextus Harding and Samuel Benjamin Whitfield on behalf of the trustees of the Old Meeting House authorised so to do by a resolution passed at a meeting of the said trustees held the 16th day of May 1881 in the presence of
CHARLES HARDING,
Solicitor,
Birmingham.

W. S. HARDING.

S. B WHITFIELD.

Passed under the common seal of the above-named London and North-western Railway Company in the presence of
S. REAY,
Secretary,

L.S.

On behalf of the burial board of the estates committee of the Birmingham Town Council I approve of the above regulations.
CHAS. H. EDWARDS,
Chairman.
WILLIAM S. TILL,
Borough Surveyor and Surveyor to the said Burial Board.

Witness to the signatures of Charles Hugh Edwards and William Spooner Till,
CHARLES HARDING.

SECOND SCHEDULE.

Describing Lands Buildings and Manufactories of which portions only are required by the Company.

Parish.	Numbers on deposited Plans.
Aldridge - - - - - -	1.
Wigan - - - - - -	7. 21. 22.

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THIRD SCHEDULE.

Superfluous Lands.

County.	Parish.
Surrey - - - -	St. Mary Battersea
Middlesex - - - -	St. Mary Stratford-le-Bow.
Buckingham - - - -	Aylesbury.
Leicester - - - -	Ashby-de-la-Zouch.
Ditto - - - -	Snareston.
Ditto - - - -	Market Bosworth.
Ditto - - - -	Higham-on-the-Hill.
Ditto - - - -	Hinckley.
Ditto - - - -	Ibstock.
Ditto - - - -	Heather.
Derby - - - -	Church Gresley.
Ditto - - - -	Measham.
Leicester and Derby - - -	Church Gresley, Measham and Netherseal intermixed.
Warwick - - - -	Nuneaton.
Ditto - - - -	Caldecote.
Ditto - - - -	St. Martin Birmingham.
Stafford - - - -	Castlechurch.
Ditto - - - -	Burton-upon-Trent.
Salop - - - -	Richard's Castle.
Ditto - - - -	Burford.
Ditto - - - -	Alberbury.
Hereford - - - -	Little Hereford.
Montgomery - - -	Buttington.
Monmouth - - - -	Llantillio Pertholey.
Glamorgan - - - -	Merthyr Tydfil.
Ditto - - - -	Gellygaer.

FOURTH SCHEDULE.

An Agreement made the first day of January one thousand eight hundred and eighty-one between the Reverend Frank George Hopwood rector of the rectory and parish church of Winwick in the county of Lancaster (herein-after called the vendor) of the one part and Charles Hull of Euston Station London in the county of Middlesex as agent for and on behalf of the London and North-western Railway Company of the other part.

Whereas the vendor in right of his said rectory is seized of or entitled to the hereditaments herein-after described And whereas it is the intention of the said Company to apply in the next session of Parliament for an Act to enable the vendor or other the rector for the time being of the said rectory and parish church to sell and convey to the said Company and for the said Company to purchase and hold the said hereditaments upon such terms and conditions as are herein-after contained and for the purpose of carrying such sale into effect it is the intention of the said Company to introduce in the Bill of the said Act a clause sanctioning and confirming this agreement and making the same obligatory upon the vendor as such rector as aforesaid and the said Company Now these presents witness and it is hereby agreed as follows:—

1. In case the said Company shall during the next session of Parliament procure an Act enabling the vendor or other the rector for the time being of the said rectory and parish church to sell and convey to the said Company and for the said Company to purchase and hold the said pieces of land and hereditaments herein-after described and sanctioning and confirming this agreement the vendor will sell and the said Company will purchase at the price and in consideration of a perpetual clear yearly rentcharge of £255 8*s.* 7*d.* to be made payable and secured at the times and in the manner mentioned in the second and fifth clauses of this agreement the fee-simple in possession free from incumbrances of all those pieces or parcels of land containing eighty-six acres one rood and fifteen perches statute measure or thereabouts with the timber thereon situate between the Saint Helen's Canal and Sankey Brook in the parish of Winwick in the county of Lancaster delineated on the plan attached thereto and thereon edged red together with all rights and interests therein for the extraordinary purposes of the undertaking of the said Company but subject nevertheless to all existing tenancies reserving all mines and minerals which are excepted from conveyances of land to railway companies by the Railways Clauses Consolidation Act 1845 together with all rights or powers for working the same provided by the same Act.

2. The sale and purchase hereby agreed to be made shall take effect as from the day upon which the Royal Assent shall be given to such Act of Parliament to be applied for during the next session as is herein-before mentioned The said rentcharge shall commence from the last-mentioned day and shall be reserved and made payable to the vendor as such rector as aforesaid and his successors rectors of the said rectory and parish church by equal quarterly payments on

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the second day of February the second day of May the second day of August and the second day of November No power of distress or entry shall be incident to the said rentcharge but the same shall be charged upon the tolls and rates of the said Company payable under any Act or Acts of Parliament relating to the said Company and shall be recoverable as against the said Company their successors and assigns on default of payment by them in the manner provided by the 11th section of the Lands Clauses Consolidation Act 1845 for the recovery of any rentcharge in the last-mentioned section referred to The whole or as the case may require a proportionate part of the first quarterly payment of the rentcharge shall be made on such of the quarterly days aforesaid as shall first occur after the day upon which such Royal Assent as aforesaid shall have been given.

3. Inasmuch as the vendor has already delivered to the said Company an abstract of his title to the said pieces of land and hereditaments and such title has been already investigated and approved of by the said Company the same title shall be accepted by the said Company without further investigation.

4. Within three calendar months next after such Royal Assent as aforesaid shall have been given the vendor and all other necessary parties (if any) shall and will make and execute all proper and necessary conveyances to the said Company or as they shall require of the said pieces of land and hereditaments with all usual covenants including a covenant for the production of deeds (if any) or other evidences of title not handed over to the said Company according to the usual practice on the purchase of land.

5. The conveyance shall contain a covenant by the said Company with the vendor as such rector as aforesaid and his successors rectors of the said rectory and parish church for the payment of the said yearly rentcharge without any deduction (except property or income tax).

6. The said Company shall be entitled to possession of the said pieces of land and hereditaments or to receipt of the rents and profits thereof (as the case may be) as from the day upon which such Royal Assent as aforesaid shall be given down to which time all outgoings shall be discharged by the vendor and the rents profits and outgoings shall if necessary be apportioned for the purpose of this stipulation.

7. Upon possession being taken by the said Company they shall at their own expense make and thereafter maintain good and sufficient fences to divide the said pieces of land from the adjoining land of the said vendor.

8. The land tax charged upon the said pieces of land and hereditaments if not already redeemed and also the rentcharge in lieu of tithes (if any) shall be apportioned between the said piece of land and hereditaments and the remainder of the estate of the vendor in the said parish.

9. The said Company shall pay to the vendor a fee for negotiating and the costs of preparing and settling this agreement in addition to all such costs of conveyance as are payable under the provisions of the Lands Clauses Consolidation Act 1845.

10. All the stipulations herein-before contained (save and except the stipulations that the said Company shall pay to the vendor a fee of) shall be considered as conditional upon such Act of Parliament to be applied

for during the next session as is herein-before mentioned receiving the Royal Assent during the said session : A.D. 1881.

As witness the hands of the said parties the day and year first before written.

Signed by the within-named Frank George Hopwood in the presence of
JOHN L. DARBY,
Archdeacon of Chester,
S. Bridget's Rectory,
Chester.
FRANK GEORGE HOPWOOD.

Signed by the said Charles Hull in the presence of
J. WOOLLEY.
C. HULL.

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