CHAPTER clxxxi.

An Act for conferring further powers on the London and North-western Railway Company in relation to their own undertaking and the undertakings of other companies; for conferring on the London and North-western Railway Company and other companies further powers in relation to their joint undertakings; for making provision for the completion of a certain work authorised by the Rhyl Improvement Act, 1872; for transferring to the London and North-western Railway Company a portion of the undertaking of the Great Northern Railway Company (Ireland); for transferring to the Dundalk, Newry, and Greenore Railway Company certain of the powers of the Greencastle and Kilkeel Railway and Pier Act, 1876; and for other purposes. [22d July 1878.] A.D. 1878.

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, streets, and footpaths, and to stop up the existing roads, streets, and footpaths, and to execute the other works 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 and buildings in this Act also mentioned: New roads, &c.

And whereas under and by virtue of the North and South-western Junction Railway Act, 1871, and the agreement for a lease set forth in the Schedule to that Act, the undertaking of the North and South-western Junction Railway Company (in this Act called the North and South-western Company) is leased in perpetuity to the Company, the Midland Railway Company (in this Act called the Midland Company), and the North London Railway Company (in this Act called the North London Company), jointly, and that undertaking is managed by a joint committee appointed North and South-western Junction —additional lands. 34 & 35 Vict. c. cxcii.

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by the said lessees, and it is expedient that the lessees and their joint committee should be empowered to acquire and hold the lands in this Act described or referred to in that behalf, and to appropriate the same to the purposes of the leased undertaking:

Company and Great Western Company,—Birkenhead Railway.

And whereas the Company are, jointly with the Great Western Railway Company (in this Act called the Great Western Company), the owners of the Birkenhead Railway, and it is expedient that those two Companies thould be empowered, for purposes connected with that railway and the branches thereof, to acquire and hold the lands in the county of Chester, and to execute the work hereinafter described or referred to in that behalf:

Great Northern Company and Company,—new roads, &c.

37 & 38 Vict. c. clvii.

39 & 40 Vict. c. clxxx.

And whereas by the Great Northern and London and North-western Railway Companies Joint Powers and New Lines Act, 1874, (in this Act called the Great Northern and North-western Act of 1874,) the Great Northern Railway Company and the Company were empowered to make and maintain the railways and exercise the powers in that Act mentioned, and provision was thereby made for the appointment of a joint committee of the two Companies, and for the exercise by that joint committee of certain of the powers so conferred upon the said two Companies; and by the London and North-western Railway (New Lines and Additional Powers) Act, 1876, the said joint committee were incorporated under the title of the Great Northern and London and North-western joint committee; and it is expedient that the said joint committee should, in connexion with the railways by the said Act of 1874 authorised, be empowered to make the new footpaths and road, and exercise the other powers in this Act mentioned in that behalf:

Rhyl Improvement Commissioners.

35 & 36 Vict. c. civ.

And whereas by the Rhyl Improvement Act, 1872, the Rhyl Improvement Commissioners (in this Act called the Rhyl Commissioners) were empowered to construct a road in the parish of Rhuddlan, in the county of Flint, and to carry that road over the Chester and Holyhead Railway of the Company by means of a bridge, such bridge to be constructed (section 12) at the point, and of the dimensions, and subject to the restrictions therein specified, and subject also to the reasonable satisfaction of the engineer for the time being of the Company; and it was (by the same section) also provided that the Rhyl Commissioners should complete so much of the said road as would cross the Chester and Holyhead Railway and its lands within four years from the passing of the Act, and that they should complete that portion of the said road within one year after commencing it, failing which the powers of the said Act for the completion of the said portion of road should cease to be exercised:

And whereas the construction of the aforesaid portion of road has not been commenced:

And whereas the Company (for whose protection the said section 12 was inserted) and the Rhyl Commissioners are desirous that the said portion of road over the said railway should be completed, and that the powers of the Rhyl Commissioners in respect thereof should be extended or revived:

And whereas the Rhyl Commissioners and the Company are desirous that a footbridge over the said railway should be substituted for the present level crossing thereof by a footpath within the jurisdiction of the Commissioners; and it is expedient that provision should be made in respect of the matters aforesaid as by this Act provided:

Plans, &c. deposited.

And whereas plans of the lands by this Act authorised to be acquired and appropriated, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, and also plans and sections showing the respective lines and levels of the new roads, streets, and other works by this Act authorised to be made, were duly deposited with the clerks of the peace for the several counties within which those lands are situate and those works will be made, which plans, sections, and books of reference are in this Act respectively referred to as the deposited plans, sections, and books of reference:

Superfluous lands.

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

Extension of time, Seaton and Wansford. 36 & 37 Vict. c. clvi.

And whereas it is expected that the period limited by the London and North-western Railway (New Lines, &c.) Act, 1873, (in this Act called the Company's New Lines Act of 1873,) for the completion of the Seaton and Wansford Railway described in and authorised by that Act should be extended:

Extension of time, Cleator Railways. 40 & 41 Vict. c. xlvii. 38 & 39 Vict. c. cxci.

And whereas by the London and North-western Railway (Whitehaven, Cleator, and Egremont Railway Vesting) Act, 1877, (in this Act called the Cleator Vesting Act of 1877,) the undertaking of the Whitehaven, Cleator, and Egremont Railway Company (in this Act called the Cleator Company), and all their powers, rights, and privileges, were transferred to and vested in the Company; and it is expedient that the period limited by the Whitehaven, Cleator, and Egremont Railway Act, 1875, (in this Act called the Cleator Act of 1875,) for the purchase of lands and buildings by that Act autho-

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rised to be acquired, and also the period by the same Act limited for the completion of the railways by that Act authorised to be constructed, should respectively be extended:

Abandonment of Merthyr Extension Railway (No. 2.) 37 & 38 Vict. c. cxxx.

And whereas it is expedient that the Company should be empowered to abandon and relinquish the construction of the Merthyr Extension Railway (No. 2), described in and authorised by the London and North-western Railway (Wales, &c.) Act, 1874 (in this Act called the Company's Wales Act of 1874); and that they should also be empowered to abandon and relinquish the construction of the Dewsbury Junction Railway described in and authorised by the Company's New Lines Act of 1873:

Abandonment of Dewsbury Junction Railway.

Saint George's Harbour Act, 1853. 16 & 17 Vict. c. ccxiii.

And whereas the undertaking authorised by the Saint George's Harbour Act, 1853, is now incorporated with and forms part of the undertaking of the Company, and it is expedient that section 20 of that Act, whereby the Company thereby incorporated were required to erect and maintain a station at a certain point shown on the plans therein referred to, and to stop trains thereat as therein provided, so far as that section imposes upon the said Company an obligation to stop certain trains at that station, should be repealed:

Licenses for sale of wine, &c.

And whereas the Company, under the authority of Parliament, are the proprietors of and manage and conduct refreshment rooms at certain of their stations, and some of such refreshment rooms are so constructed as not to afford the accommodation required by the Acts relating to the granting of licenses for the sale of wine, spirits, beer, or cider, and it is expedient that further provision be made with respect to the licensing of the refreshment rooms of the Company:

Water supply from Wolverton.

And whereas it is expedient that the Company should be empowered from time to time to supply water in bulk from Wolverton, not required for their own purposes, to any local board or sanitary authority, and to any company or person:

Transfer of part of North Wall Extension Railway, Dublin.

And whereas the station, depôt, and other works of the Company at the North Wall, Dublin, are in immediate connexion with the North Wall Extension Railway of the Dublin and Drogheda Railway (now forming part of the undertaking of the Great Northern Railway Company (Ireland)), towards the construction of which extension railway the Company, have under the authority of Parliament, contributed, and there is a considerable interchange of traffic between the said station of the Company and the railways of the Great Northern Railway Company (Ireland), and that interchange would be facilitated by the transfer to the Company of a portion of the said extension railway, and of certain lands and premises connected therewith, and of the rights and powers of the said Great

Northern Company in respect of the portion of railway and other premises so transferred, and it is expedient that the agreement made between the said Great Northern Company and the Company with respect to such transfer, which is set forth in the Third Schedule to this Act, should be confirmed:

Stalybridge station arrangements.

And whereas the Company are entitled to use the station at Stalybridge of the Manchester, Sheffield, and Lincolnshire Railway Company (in this Act called the Sheffield Company), and it is expedient that those two Companies should be empowered to make and carry into effect the station arrangements at Stalybridge in this Act specified or referred to:

Greencastle Pier, transfer to Dundalk Company.

And whereas the Company have, under the authority of Parliament, established a line of communication by means of steam vessels between their railway at Holyhead and the railway of the Dundalk, Newry, and Greenore Railway Company (in this Act called the Dundalk Company) at Greenore, on the western side of Carlingford Lough, and by means of that communication a considerable traffic is carried on between England and various important towns in Ireland; and the Company are under the like authority, shareholders in the Dundalk Company:

39 & 40 Vict. c. clxiv.

And whereas by the Greencastle and Kilkeel Railway and Pier Act, 1876, (in this Act called the Greencastle Pier Act of 1876,) the Company thereby incorporated (in this Act called the Greencastle Company) were empowered to make and maintain the railways and pier in that Act more particularly described, and to raise money for the purposes of that Act:

And whereas the traffic of the Company and the Dundalk Company would be facilitated if the pier were worked and used by and as part of the undertaking of the Dundalk Company; and it is therefore expedient that the powers of the Greencastle Company with respect to the making and maintenance of the pier, and otherwise in relation thereto, should be transferred to and vested in the Dundalk Company as the same is effected by this Act:

Mortgages, paying off and re-borrowing.

And whereas it is expedient that further provision should be made for the re-borrowing by the Company of the principal moneys secured by mortgages from time to time paid off by them, or the creation and issue of debenture stock in lieu thereof:

Amendment of Acts.

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:

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

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

Short title.

1. This Act may be cited for all purposes as the London and North-western Railway (Additional Powers) Act, 1878.

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,)

8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
14 & 15 Vict. c. 70.
23 & 24 Vict. c. 97.
27 & 28 Vict. c. 71.
14 & 15 Vict. c. 70.
26 & 27 Vict. c. 92.

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

The Railways Acts (Ireland), 1851, 1860, and 1864, and the Railways Traverse Act, so far as those Acts, or any of them, relate to lands or hereditaments in Ireland affected by this Act:

Part II. (relating to extension of time) and Part V. (relating to amalgamation) of the Railways Clauses Act, 1863.

Interpretation of terms:

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

Superior courts:

The expression "superior courts," or "court of competent jurisdiction," or any other like expression, in this Act or any Act wholly or partially incorporated herewith, shall 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:

Parish clerks:
8 & 9 Vict. c. 20.

The expressions "parish clerks" and "clerks of the several parishes" in sections seven, eight, and nine 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, or with the clerk of the district board for the district in which the parish or extra-parochial place is included, mean, in the first case the vestry clerks of those parishes, and in the second case the clerks of those district boards respectively:

With reference to this Act, all the provisions of sections seven, eight, and nine of the Railways Clauses Consolidation Act, 1845, shall be read and construed as if the expression "clerks of the unions within which such parishes are included in Ireland," or the words "clerks of the union," (as the case may be,) had been used and inserted in such sections in lieu of the expression "the postmaster of the post towns in or nearest such parishes in Ireland," or in lieu of the word "postmaster" (as the case may be).

Clerks of unions in Ireland.

8 & 9 Vict. c. 20.

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, lay down the rails, and make the new roads, streets, 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,)

Power to execute new works according to deposited plans.

(1.) They may lay down, maintain, and use rails, in, over, across, and on the level of the following streets in the parish of Saint Leonard, Shoreditch, in the county of Middlesex, at or near the points thereon herein-after described; (that is to say,)

St. Leonard, Shoreditch.

Primrose Street, at a point thereon twenty-yards or thereabouts east of the junction of that street with Long Alley:

Skinner Street, at a point thereon eight yards or thereabouts east of the junction of that street with Long Alley:

Provided always, that the use of the said rails shall be exercised subject to and in accordance with the following regulations; (that is to say,)

(*a.*) There shall not at any time be laid or maintained across either of the said two streets more than one set of rails:

(*b.*) The rails shall be so laid and maintained as that the upper edges thereof shall be upon a level with the surface of the street:

(*c.*) The rails shall be laid down in such manner as shall be agreed upon between the engineer of the Metropolitan Board of Works and the engineer of the Company:

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(*d.*) The Company shall not use any other than animal power for moving carriages and waggons across the streets, and shall not allow more than one carriage or waggon at a time, and with only one horse, to be taken across either of the said streets, and shall not allow any carriage or waggon to stand on either crossing:

(*e.*) During the time that either crossing shall be used by the Company there shall be a signalman maintained by them at or near the corner of the street crossed (as the case may be), and it shall be the duty of such signalman, when any cart or carriage approaches from either side to the portion of the street crossed, to give warning thereof by effectual signals to the officers and servants of the Company, so as to prevent the crossing of that street by means of the said rails until such cart or carriage shall have passed, it being the intent and meaning of this condition that the carts and carriages passing along Primrose Street and Skinner Street respectively shall at all times have precedence over the traffic of the railway using the crossing.

Catthorpe.

(2.) They may make a new footpath in the parish of Catthorpe, in the county of Leicester, commencing by a junction with the footpath from Lilbourne to Swinford which now crosses the Company's Rugby and Stamford Railway on the level at the Lilbourne station at a point on that footpath immediately north of the River Avon, passing thence over the said railway by means of a footbridge, and terminating by a junction with the same footpath at a point thereon one hundred and twenty yards or thereabouts, measured along the same in a north-westwardly and north-eastwardly direction from the said level crossing by that footpath of the said railway:

When they have made the new footpath they may stop up and discontinue as a public highway so much of the said existing footpath as lies between the commencement and termination of the new footpath.

Long Buckby.

(3.) They may, in the parish of Long Buckby, in the county of Northampton, alter and divert the under-mentioned portion of the bridle road which crosses the authorised Bletchley, Northampton, and Rugby Railway of the Company now in course of construction, four hundred yards or thereabouts south-west of the crossing by that railway of the public

carriage road from Daventry to Long Buckby; (that is to say,)

So much thereof as lies between the southern boundary of the Company's property and a point on the said bridle-road one hundred and thirty yards or thereabouts north-east of the northern boundary of the Company's property:

When they have so altered and diverted the bridle-road they may stop up and discontinue as a public highway so much of the existing bridle-road as will be rendered unnecessary by reason of the construction of the alteration and diversion.

Kingscliffe.

(4.) They may, in the parish of Kingscliffe, in the county of Northampton, alter and divert the under-mentioned portion of the bridle-road leading from the Kingscliffe and Stamford Road to Apethorpe; (that is to say,)

So much thereof as lies between a point thereon two hundred yards or thereabouts south, and another point thereon two hundred and fifty yards or thereabouts north, of the level crossing of the said bridle-road by their Seaton and Wansford Railway:

When they have so altered and diverted the bridle-road they may stop up and discontinue as a public highway so much of the existing bridle-road as will be rendered unnecessary by reason of the construction of the alteration and diversion.

River Nene.

(5.) They may, in the parishes of Saint Peter, Northampton, Dallington, and Saint Sepulchre, Northampton, all in the county of Northampton, or some of them, execute the works and exercise the powers following; (that is to say,)

(*a.*) Divert and alter the course and direction of the under-mentioned portion of the River Nene; (namely,)

So much of the said river as extends from a point thereon eighty yards or thereabouts north of West Bridge, Northampton, to the bridge which carries over the said river the occupation road which crosses on the level the Company's Northampton and Market Harborough branch railway at a point on that railway seven hundred yards or thereabouts north of West Bridge aforesaid:

(*b.*) When they have so diverted and altered the course and direction of the said river they may stop up and

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discontinue so much of the said river as lies between the points aforesaid:

(*c.*) They may take down and remove the viaduct in the said parish of Saint Peter north of the said West Bridge, by which the said Northampton and Market Harborough Branch Railway is, under the provisions of the London and North-western Railway (Northampton and Market Harborough, &c. Branches) Act, 1853, carried over the River Nene, and may substitute a solid embankment in lieu thereof:

16 & 17 Vict. c. clx.

As from the completion of the said diversion and alteration, so much of section ten of the London and North-western Railway (Bletchley, Northampton, and Rugby) Act, 1875, as relates to the crossing by the Bletchley, Northampton, and Rugby Railway of the portion of the River Nene so stopped up, and so much of the said Act of 1853 as relates to the said viaduct shall be and the same are hereby repealed.

38 & 39 Vict. c. cii.

Sedgley.

(6.) They may make a new footpath in the township and parish of Sedgley, in the county of Stafford, commencing from and out of the public highway leading from Bilston to Sedgley, at a point thereon thirty yards or thereabouts west of the Ten-Score level crossing on their Stour Valley Railway, thence passing under that railway at the bridge which carries that railway over the Birmingham Canal at fifty-five yards or thereabouts north of the said level crossing, and terminating by a junction with the said highway at a point thereon seventy yards or thereabouts east of the said level crossing:

When the new footpath is made they may stop up and discontinue as a public highway so much of the said existing public highway as lies between the boundaries of their property.

Wolverhampton.

(7.) They may make a new approach road in the township and parish of Wolverhampton, in the county of Stafford, commencing by a junction with Railway Street at a point in that street thirty-five yards or thereabouts south of the junction therewith of New Street, and terminating by a junction with the approach road to their Wolverhampton passenger station at the bridge carrying that approach road over the Birmingham Canal:

When the new road is made they may stop up and discontinue so much of the said approach road as lies

between the termination of the new road and the Five-Ways, Wolverhampton; and all rights of way over or in respect of the portion of the said approach road so stopped up shall be and the same are hereby extinguished:

Provided always, that the Great Western Company shall have the same right of user and the same powers and privileges over and in respect of the new approach road, as they now have over and in respect of the portion of the approach road so 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 Company; and if and so long as the Company continue to allow the portion of the approach road so to be stopped up to be used by the public as a road to their passenger station, the Great Western Company shall continue to have the same rights of user over it as they have at the passing of this Act.

Aldridge.

(8.) They may make a new road in the township and parish of Aldridge, in the county of Stafford, commencing at a point on the public carriage-road leading from Walsall Wood to Aldridge one hundred yards or thereabouts north of the crossing of that road by the Company's Leigh's Wood Railway now in course of construction, and terminating at another point on the same road one hundred and thirty yards or thereabouts south of the said crossing; and they may alter the authorised levels of so much of the said railway as extends from a point two hundred and sixty yards or thereabouts west of the said crossing to the authorised termination of the said railway at the Leigh's Wood Colliery:

When the new road is made they may stop up and discontinue as a public highway so much of the existing road as lies between the commencement and termination of the new road, and they may appropriate to the purposes of their undertaking so much of the said portion of road so stopped up as lies within the boundaries of their property.

Chebsey.

(9.) They may make a new footpath in the townships of Cold Norton and Chebsey, in the parish of Chebsey, in the county of Stafford, commencing by a junction with the footpath which now crosses their Grand Junction Railway on the level five hundred and fifty yards or thereabouts west of the bridge which carries the public carriage-road

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from Eccleshall to Stone over that railway at a point on that footpath immediately south of the said level crossing, and terminating by a junction with the said public carriage road immediately south of the said bridge:

When the new footpatch is made they may stop up and discontinue as a public highway so much of the existing footpath as lies between the boundaries of their property.

Stockport.

(10.) They may make a new street in the township and parish of Stockport, in the county of Chester, commencing by a junction with James Street at a point thereon sixty-five yards or thereabouts west of the junction of that street with Shaw Heath, and terminating by a junction with Greek Street at a point thereon forty-two yards or thereabouts west of the junction of that street with Shaw Heath.

Crewe.

(11.) They may, in the townships and parishes of Monks-Coppenhall, Coppenhall, Crewe, and Barthomley, in the county of Chester—

(*a.*) Make a new street, commencing by a junction with Pedley Street, Crewe, at its eastern end, and terminating by a junction with Nantwich Road at a point thereon twenty yards or thereabouts east of the Royal Hotel:

(*b.*) Make a new footpath, commencing at the commencement of the new street above described, and terminating by a junction with Station Street, Crewe, at a point thereon forty yards or thereabouts east of the junction of that street with Railway Street:

(*c.*) When the new street and new footpaths are made, stop up and discontinue as public highways so much of Station Street as lies east of the junction therewith of the new footpath, and the whole of the footpath leading from Station Street along the western boundary of their property to the Nantwich Road, and appropriate to the purposes of their undertaking so much of the portion of street and the footpath so stopped up as lie or may lie between the boundaries of their present lands or any lands which they acquire under the powers of this Act:

(*d.*) Acquire, by compulsion or agreement, and hold, certain lands, houses, and buildings lying between the Nantwich Road and Station Street, and on the west side of and adjoining the Company's property.

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(12.) They may make a new footpath in the township of Monks-Coppenhall, in the parish of Coppenhall, in the county of Chester, commencing in Delamere Street at the west end thereof, and terminating in Gatefield Street at the south end thereof: Coppenhall.

When they have made the new footpath they may stop up and discontinue as a public highway the footpath which passes from near the west end of Delamere Street to the west end of the road or street called Wellington Square.

(13.) They may carry under their Merthyr, Tredegar, and Abergavenny Railway, by means of a subway, the footpath in the parish of Abergavenny, in the county of Monmouth, which now crosses that railway on the level at a point thereon one hundred and fifty yards or thereabouts north-east of the bridge (known as Pen-y-Pound Bridge) which carries the said railway over the public carriage-road from the Sugarloaf to Abergavenny: Abergavenny.

And they may carry over the same railway, by means of a footbridge, the footpath in the same parish which now crosses that railway on the level at a point thereon three hundred and thirty yards or thereabouts west of the bridge which carries the turnpike road from Hereford to Abergavenny over that railway:

When the said two footpaths are so carried respectively under and over the said railway, they may stop up and discontinue as public highways so much of the footpaths respectively as lies between the boundaries of their property.

(14.) They may make a new road in the parish of Festiniog, in the county of Merioneth, commencing from and out of the public carriage-road leading from Blaenau-Festiniog to Maentwrog, at a point thereon immediately south of the Glan-y-pwll level crossing on the Dyffws branch of the Festiniog Railway, and terminating by a junction with the public carriage-road leading from the first-mentioned public carriage-road to the Market Hall at Blaenau-Festiniog at a point thereon twenty-five yards or thereabouts west of the said Market Hall: Festiniog.

When the new road is made, they may stop up and discontinue as a public highway, so much of the last-mentioned public carriage-road as lies to the west of the termination of the new road, and may appropriate to the purposes of their undertaking the site of the portion of road so stopped up.

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St. Thomas, Dublin.

(15.) They may, in the parish of Saint Thomas, in the county of the city of Dublin—

(*a.*) Make a new street commencing by a junction with Upper Sheriff Street, Dublin, at a point thereon one hundred yards or thereabouts east of the junction of that street with Wapping Street, and terminating by a junction with North Wall at a point thereon one hundred yards or thereabouts east of the junction of North Wall with Wapping Street:

(*b.*) Acquire, by compulsion or agreement, and hold, the lands, houses, and buildings next herein-after described or referred to; (that is to say,) certain lands, houses, and buildings lying between Upper Sheriff Street and North Wall, and east of and adjoining Wapping Street; and may stop up the site of Wapping Street, and the site of so much of Mayor Street as extends for the distance of one hundred yards or thereabouts from Wapping Street, and use and appropriate the sites so stopped up, so far as the same lie or may lie between the boundaries of their present lands or of any lands which they acquire under the authority of this Act:

(*c.*) Acquire, by compulsion or agreement, and hold, certain other lands lying on the east side of and adjoining the railway of the Great Northern Railway Company (Ireland) at North Wall, and one hundred and sixty yards or thereabouts north of the bridge carrying Upper Sheriff Street over that railway.

For protection of the Corporation of Dublin.

Provided always, that before the Company proceed to stop up, use, or appropriate the site of Wapping Street, they shall make the new street herein-before authorised, which new street shall be of the same width as Wapping Street is at present, and the surface thereof shall be made of uniform grades from the North Wall to Mayor Street, and from Mayor Street to Sheriff Street; the carriageway to be formed with rubble bottom nine inches thick, with nine inches of broken greenstone laid thereon, and with channels on each side two feet wide paved with Welsh sets; and the footpaths on each side thereof to be eight feet wide, kerbed with granite, made and metalled, and in other respects shall be formed, sewered, and drained, in every way the same as Wapping Street is at present:

And the Company shall pay to the Corporation of Dublin all the costs, charges, and expenses which may be incurred by them in laying down a new six-inch water main in the proposed new

street, and of making the necessary connexions with the mains on the North Wall and in Sheriff Street, including the costs of all necessary valves and hydrants, and of disconnecting the existing main in Wapping Street from the mains in North Wall and Sheriff Street aforesaid.

All such of the works aforesaid as are to be done by the Company shall be executed to the reasonable satisfaction of the engineer of the Corporation of Dublin for the time being; and such new street, when constructed, shall be maintained and kept in repair by and at the expense of the Company for the period of six months from the date of its completion.

For protection of Nene Valley Drainage, &c. Commissioners.

5. In diverting and altering the course and direction of the River Nene, and executing the works connected therewith, the following provisions for the protection of the Nene Valley Drainage and Navigation Improvement Commissioners (First District), hereinafter referred to as "the Commissioners," shall be binding upon the Company, and full effect shall be given thereto:

Company to divert the river.

(1.) In diverting and altering the course of the said River Nene, in the parishes of Saint Peter, Northampton, Dallington, and Saint Sepulchre, Northampton, in the county of Northampton, the Company shall and they are hereby required to make such diversion and alteration of the dimensions and according to the course and direction shown upon the plan and sections signed by William Baker, the engineer of the Company, and George Siddons, the surveyor of the Commissioners, so that the new channel of the river shall be not less than fifty feet in width throughout its whole length; and there shall be for the passage of the flood waters under the railway in the said parishes, or one of them, an additional width of not less in the whole than two hundred feet, measured at right angles to the course or direction of the stream of the river, and exclusive of the piles and piers supporting the Northampton and Market Harborough branch of the Company's railway; all such piles and piers shall stand in the line or course of the stream of the river, and shall not be less than twenty feet apart; and the Company shall also construct a drain of the width of fifteen feet on the west side of and parallel with the intended diversion of the said river, and to the extent shown on the said plan and sections, and shall also construct an overfall sixty feet in width from the said river into the said drain at the south end thereof, and shall also construct a new watercourse of the width of thirty-two feet from the said

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overfall, which shall extend from the said overfall to the north side of the west bridge in the direction indicated on the said plan:

Company to make good all injury occasioned by their works.

(2.) If at any time after the works by this Act authorised shall have been completed any injury or damage shall be occasioned or arise to the rivers or watercourses within the jurisdiction of the Commissioners, or without their jurisdiction, through and along which the waters thereof pass to the outfall at sea, or to the banks thereof, from the formation of any bridge, embankment, ditch, culvert, or other work, which may not have been foreseen or provided for by this Act, the Company shall make good and repair such injury or damage immediately after the discovery thereof, and also make full compensation to any party or public body aggrieved by such injury or damage, and shall also execute such works for the prevention of any future injury as shall be deemed necessary, so far as relates to any works belonging to or the property of the Commissioners by the engineer of the Commissioners and the engineer of the Company, or by an umpire appointed by them, and so far as relates to any works belonging to or the property of any other body or party by two referees to be appointed for that purpose, one to be appointed by the Company, and the other by the respective body or party interested, or by an umpire to be appointed by such two referees; such works to be executed within such time and in such manner as shall be fixed and specified by such referees or umpire respectively; and such damage and compensation shall be payable to and recoverable by the parties respectively aggrieved by all or any of the ways or means by which damage or compensation is made recoverable by the said incorporated Acts; and the costs of the said referees, umpire, and reference shall in either case be in the discretion of the referees or umpire:

Company to repair works.

(3.) The Company shall from time to time and at all times hereafter well and sufficiently and substantially repair, uphold, maintain, and support all works constructed by the Company in any way affecting the drainage or navigation or efficiency of the works of the Commissioners:

Works to be executed under the superintendence of an engineer.

(4.) The details and mode of constructing the several works herein or by the said referees directed to be executed for protecting the Nene Valley Drainage and Navigation, together with all necessary and contingent works, whether temporary

or permanent, and as well those which are as those which are not specifically mentioned, but which are necessarily consequent upon or fairly implied by the several stipulations and conditions herein provided for, shall be sent to the engineer of the Commissioners, together with drawings and specifications, previously to the commencement of the works, which shall be commenced, carried on, and completed to the reasonable satisfaction of such engineer, and so that no obstruction or interruption shall be caused to the drainage by or navigation of the said River Nene; and the reasonable costs of such engineer shall be borne by the Company; and in case any dispute shall arise between the engineers of the Company and of the Commissioners as to the said drawings and specifications, or as to the carrying on and completion of the works, the same shall be settled by arbitration in the manner provided by the Railways Clauses Consolidation Act, 1845. 8 & 9 Vict. c. 20.

Lands taken by the Company to remain liable to the drainage taxes.

(5.) Any land which may be required to be taken or used by the Company, and which at the time of the passing of this Act shall, under or by virtue of any Act of Parliament, be subject to any drainage taxes or drainage charges now or hereafter to be imposed on the said lands under or by virtue of such Act, or any Act that may hereafter be passed for amending such Act, shall remain subject to the same taxes and charges in the same manner as but not to any greater extent than if this Act had not passed, or if such lands had not been taken or used by the Company; and such taxes and charges, and any penalties that may be incurred for nonpayment thereof, shall be recoverable, not only by distress and sale of any goods and chattels belonging to the Company, but also by and under the powers and provisions of any Act of Parliament under which the same lands have been or shall be assessed, rated, taxed, or charged.

Company to provide means to remove ice, &c. during floods.

(6.) The Company shall at all times when the occasion may arise take all necessary measures for removing, and shall remove and cause to pass down with the stream so as not to obstruct the flow of water, any ice, hay, or other floating substances that may be found at or against any of the works of the Company in the said river or watercourses within or without the jurisdiction aforesaid, so as to effectually prevent any ice, hay, or other floating substances accumulating or remaining at or against any of the said railway works or bridges; and if the Company shall not

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so break and effectually remove the ice, or if, from any cause whatever, any ice, hay, or other floating substances shall so accumulate against any of the said works of the Company, the agents or workmen of the Commissioners or of any other public body interested in the said river or watercourses, and having control over the same, may remove such ice, hay, and other floating substances, and may recover the amount of any costs or charges so incurred by neglect of the Company in such and the like manner as is directed for the summary recovery of penalties and costs in the said incorporated Acts.

Company to raise works and prevent injury.

(7.) If any person or body, at any time after the Company or any person employed or authorised by them shall have begun to carry this Act into execution, shall sustain any damage or injury in his or their lands, tenements, or hereditaments by or in consequence of any works done by the Company, or from any soakage through new banks that may be made by them, then and in such case, upon due notice of such damage or injury being given as herein-after provided, the Company shall and they are hereby required to effectually stop any soakage, and prevent such injury.

Penalty on Company for non-repair of works, &c.

(8.) If the Company shall neglect or refuse to stop the soakage or prevent such injury as last aforesaid for the space of fourteen days after notice requiring them to do so, they shall be subject to a penalty not being less than five pounds for every hour during which the same or any similar or like obstruction, or such damage or injury thereby occasioned, shall at any time occur, remain, or happen after the expiration of the fourteen days, which penalty may be recovered against the Company by the Commissioners in such and the like manner as is directed for the summary recovery of penalties and costs in the Acts incorporated in the Nene Valley Drainage and Navigation Improvement Act, 1852.

15 & 16 Vict. c. cxxviii.

Saving rights of Commissioners in the execution of their works.

(9.) Except as hereby expressly authorised, nothing herein contained shall extend to prejudice, alter, lessen, control, or take away any of the rights, powers, or authorities now vested in or enjoyed by the Commissioners for deepening, widening, varying, altering, or diverting any existing rivers, drains, or watercourses used for the drainage of any lands liable to be taxed under the Nene Valley Drainage and Navigation Improvement Act, 1852, the Nene Valley Drainage and Navigation Improvement (Amendment) Act, 1854, and the Nene Valley Act, 1862, or either of them, or to prejudice,

15 & 16 Vict. c. cxxviii. 17 & 18 Vict. c. lxxxii. 25 & 26 Vict. c. clxiv.

lessen, prevent, or restrain the making of new cuts, rivers, drains, or watercourses by such Acts or either of them authorised to be made for improving the drainage or navigation thereof, but all such rights, powers, and authorities of the Commissioners, and all other rights, powers, and authorities of such Commissioners, shall remain in as full force to all intents and purposes as if this Act had not been passed: Provided always, that in so widening, deepening, varying, altering, or diverting the existing rivers, drains, and watercourses, or making such new cuts, rivers, drains, or watercourses as aforesaid, nothing shall be done to impede or interfere with the use of the railway or the traffic thereupon.

Diversion of river subject to same rights, &c.

(10.) On the completion of the said diversion of the River Nene as by this Act authorised the Commissioners shall have the same rights and be subject to the same obligations in respect to the diverted river as they possessed and were subject to in respect of the portion of river to be stopped up.

For protection of Alliance and Dublin Consumers Gas Company.

6. For the protection of the Alliance and Dublin Consumers Gas Company (herein-after referred to as "the Alliance Company") the following provisions shall be observed and have effect; (that is to say,)

In the construction or execution of the works in the county of the city of Dublin by this Act authorised, or any of them,—

(1.) The Company, if they shall deem it necessary to raise, sink, or otherwise alter the position of any mains, pipes, or other works belonging to the Alliance Company, shall cause the same to be done with as little detriment and inconvenience to the Alliance Company, and to any houses or persons supplied with gas by means of such mains, pipes, or other works, as the circumstances will permit.

(2.) The Company shall not remove or displace any mains, pipes, or other distributory works belonging to the Alliance Company, or do anything to interrupt or impede the supply of gas into or through such mains, pipes, or other distributory works, until good and sufficient arrangements have been made by the Company for enabling the supply of gas to be carried on by the Alliance Company.

(3.) The Company shall repair and make good all damage done to the property of the Alliance Company by dis-

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turbance occasioned by the construction of any of the works authorised by this Act.

(4.) All works herein-before authorised or required to be executed by the Company, involving interference with any mains, pipes, syphons, plugs, or other works of the Alliance Company, or the supply thereby of gas, shall be executed at the cost of the Company, and to the reasonable satisfaction in all things of the Alliance Company or their engineer, if they or he think fit to attend after receiving not less than forty-eight hours notice from the Company or their proper officer of any such works, which notice the Company (save in cases of sudden emergency) shall be bound to give.

(5.) If the Company, or any of their contractors, agents, officers, workmen, or servants, or any person in the employment of them, or any of them, interrupt the supply of gas by the Alliance Company, the Company shall make good any loss occasioned thereby to the Alliance Company, and the amount shall be determined by arbitration in manner next herein-after provided.

(6.) Any dispute or controversy between the Alliance Company and the Company touching or concerning the true meaning or construction of this section or any of the provisions thereof, or any payment to be made by the Company to the Alliance Company under such provisions, shall be referred to arbitration, in accordance with the provisions of the Railway Companies Arbitration Act, 1859, as if the Alliance Company and the Company were two railway companies.

22 & 23 Vict. c. 59.

(7.) Except as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the estates, rights, interests, powers, and privileges vested in or possessed by the Alliance Company.

Power to Company to deviate in construction of new roads, &c.

7. The Company may, in constructing the new roads, new streets, and other works by this Act authorised, deviate the same to the extent of the limits of deviation marked on the deposited plans, and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet, but not so as to increase the rate of inclination as shown on the deposited sections of any new road or street.

As to repair of new roads, &c.

8. Save and except the new approach road in the parish of Wolverhampton by this Act authorised, the new roads, streets, and

footpaths to be made by the Company under the authority of this Act (except the stone, iron, or other structure carrying any new road, street, or footpath over the railway of the Company, which structure shall be repaired and maintained by and at the expense of the Company,) shall, when made and completed, respectively, from time to time be repaired and maintained by and at the expense of the same parties, in the same manner, and to the same extent as other roads, streets, and footpaths within the townships or parishes respectively in which such new roads, streets, and footpaths will be situate are from time to time liable to be repaired or maintained.

If any question shall arise between the Company and any of such parties as to the due completion of any new road, street, 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 road, street, or footpath shall be conclusive evidence of the fact so certified.

Company may acquire additional lands, &c.

9. Subject to the provisions of this Act, and in addition to the other lands, houses, and buildings 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, coal-wharf, depôt, mineral, goods, and other accommodation of the Company, and for the purposes of the works herein-after specified, and for other purposes connected with their undertaking, the lands, houses, and buildings herein-after described or referred to, shown on the deposited plans and described in the deposited books of reference, and may, in connexion with such use and appropriation, execute the works and exercise the powers herein-after mentioned; (that is to say,)

West Ham.

Certain lands in the parish of West Ham, in the county of Essex, lying on the east side of and adjoining the North Woolwich branch of the Great Eastern Railway, and five hundred yards or thereabouts north of the Barking Road:

Stratford-le-Bow.

Certain lands in the parish of Saint Mary, Stratford-le-Bow, in the county of Middlesex, lying on the east side of and adjoining the North London Railway, and between the Old Ford Station on that railway and Wick Lane:

And certain other lands in the same parish lying on the east side of and adjoining the North London Railway, and on the south-east side of and adjoining Sir George Duckett's Canal:

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And the Company may extend for a distance of fifty-five yards or thereabouts on the south-east side thereof the bridge which carries the North London Railway over Wick Lane, such extension being of a height and span equal to or not less than those of the existing bridge:

Minories and Whitechapel. Certain lands, houses, and buildings in the parishes of Holy Trinity, Minories, and Saint Mary, Whitechapel, both in the county of Middlesex, lying on the east side of and adjoining the Company's Haydon Square branch railway and goods station, and between that railway and Mansell Street, and north of and adjoining Mansell Passage;

And the Company may stop up and appropriate to the purposes of their undertaking so much as lies or may lie between the boundaries of their present lands, or of any lands which they acquire under the powers of this Act of the site of Haydon Square (including the portion under the railway) and of all or any of the other roads, streets, footpaths, courts, alleys, or passages lying within the limits of the lands, houses, and buildings to be so acquired:

Willesden. Certain lands in the parishes of Willesden and Twyford, in the county of Middlesex, lying on the north side of and adjoining the Company's London and Birmingham Railway, and two hundred and thirty-five yards or thereabouts east of the Brent viaduct:

Padbury. Certain lands in the parish of Padbury, in the county of Buckingham, lying on the east side of and adjoining the Company's Bletchley and Buckingham Railway, and on the north side of and near to the road from Steeple-Claydon to Padbury:

Seaton. Certain lands in the parish of Seaton, in the county of Rutland, lying on the north-west side of and adjoining the Company's Rugby and Stamford Railway at the Seaton station on that railway:

Sibson. Certain lands in the parish of Sibson-cum-Stibbington, in the county of Huntingdon, lying on the north-west side of and adjoining the Company's Northampton and Peterborough Railway at the Wansford station on that railway:

Aston. Certain lands, houses, and buildings in the parish of Aston-juxta-Birmingham, in the county of Warwick, lying on the north-east side of and adjoining the Grand Junction Railway of the Company at the Aston station on that railway:

Birmingham. Certain other lands in the same parish and county, lying on the east and west sides of and adjoining Mount Street, Birmingham, at the junction of that street with Needham Street:

Certain lands, houses, and buildings in the townships of Bilston and Wolverhampton, in the parish of Wolverhampton, in the county of Stafford, lying on the east side of and adjoining the Company's Stour Valley Railway, and on the north side of and adjoining the Ettingshall Road station on that railway: Bilston.

Certain lands in the township and parish of West Bromwich, in the county of Stafford, lying on both sides of and adjoining the Company's Grand Junction Railway at the east side of and adjoining the Bescot Junction station on that railway: West Bromwich.

Certain lands, houses, and buildings in the townships of Cheadle-Bulkeley and Cheadle-Moseley, or one of them, in the parish of Cheadle, in the county of Chester, lying on the east side of and adjoining the Company's Stockport and Macclesfield Railway at the junction of that Railway with the Company's Crewe and Manchester Railway: Cheadle.

Certain lands in the township of Disley otherwise Disley-Stanley, in the parish of Stockport, in the county of Chester, lying on the north side of and adjoining the Company's branch railway to Buxton at the New Mills station on that railway: Disley.

Certain lands, houses, and buildings in the township and parish of Stockport, in the county of Chester, lying on the north-east side of and adjoining the road called Shaw Heath, and on the north-west side of the footpath leading from that road to the Company's Stockport station; Stockport.

And certain other lands in the same township and parish, lying on the west side of and adjoining Wellington Road opposite to the junction with that road of Wellington Street:

Certain lands, houses, and buildings in the township of Crewe, in the parish of Barthomley, in the county of Chester, known as the Crewe Arms Hotel: Crewe.

Certain lands in the township of Church-Coppenhall, in the parish of Coppenhall, the township and parish of Warmingham and the township of Minshull Vernon, in the parish of Middlewich, all in the county of Chester, lying on the east and west sides of the Company's Grand Junction Railway, and extending from the bridge which carries the public road from Church-Coppenhall to Cross Green over the said railway to a point one thousand yards or thereabouts north of the level crossing by the said railway of the road from Moss Side to Coppenhall Moss: Coppenhall.

Certain lands, houses, and buildings in the township and parish of Preston, in the county of Lancaster, lying at the junction of Lodge Street East and Gradwell Street; Preston.

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And certain other lands, houses, and buildings in the same township and parish, lying on the south side of and adjoining the Company's Maudlands goods station, and between their Lancaster and Carlisle Railway and Leighton Street;

And certain other lands, houses, and buildings in the same township and parish, lying on the east side of and adjoining the Lancaster Canal, and between that canal and Foster's Square:

Oldham. Certain lands, houses, and buildings in the township of Oldham, in the parish of Prestwich otherwise Prestwich-cum-Oldham, in the county of Lancaster, lying on the north side of and adjoining the Company's Oldham branch railway, and two hundred yards or thereabouts west of the Glodwick Road station on that railway:

Garston. Certain lands, houses, and buildings in the township of Garston, in the parish of Childwall, in the county of Lancaster, lying between land belonging to the Company and the street or road called called Dale Street, now in course of construction between the Mersey Hotel and the "Cock and Trumpet;"

And certain other lands in the same township and parish, lying on the south side of and adjoining the Garston and Liverpool Railway of the Cheshire Lines Committee, and west of and adjoining Dock Road;

And they may stop up and discontinue as a public highway so much of Dock Road as lies south of the said Garston and Liverpool Railway, and appropriate to the purposes of their undertaking the portion of road so stopped up:

Provided always, that the Company shall not stop up or interfere with the sewer now existing in Dock Road, unless and until the Company shall, unless otherwise agreed with the Garston Local Board, have first made and provided in lieu thereof, to the reasonable satisfaction of the Garston Local Board, a new sufficient sewer, of the same description and dimensions, in Saint Mary's Road, from Dock Road to Church Road, and shall have connected such substituted sewer with the existing public outlet sewer in Church Road; and that until such new sewer shall have been completed, the drainage and sewerage through the existing sewer in Dock Road shall not be obstructed by the Company, and the Local Board and their surveyor and workmen shall have full liberty of access thereto, for the purpose of repairs and other purposes, whenever necessary:

Certain lands in the township of Barton-upon-Irwell, in the parish of Eccles, in the county of Lancaster, lying on the north side of and adjoining the Company's Liverpool and Manchester Railway, and two hundred and forty yards or thereabouts west of the Eccles Station on that railway: Barton-upon-Irwell.

Certain lands, houses, and buildings in the township of West Derby, in the parish of Walton-on-the-Hill and in the township of Wavertree, in the parish of Childwall, all in the county of Lancaster, lying on the south side of and adjoining Edge Lane, and east of and adjoining Wavertree Park: West Derby, Edge Lane.

Certain lands in the township of Saddleworth, in the parish of Rochdale, in the west riding of the county of York, lying on the north side of and adjoining the Company's Oldham branch railway at the Lees station on that railway: Saddleworth.

Certain lands in the township of Gomersal, in the parish of Birstal, and in the township and parish of Batley, in the west riding of the county of York, lying on the north side of and adjoining the Company's Birstal branch railway at the Birstal station thereon: Gomersal.

Certain lands, houses, and buildings in the township of Slaithwaite, in the parish of Huddersfield, in the west riding of the county of York, lying on both sides of and adjoining the Company's Huddersfield and Manchester Railway at the Slaithwaite station on that railway; Slaithwaite.

And certain other lands in the same township and parish, lying on the north-west side of and adjoining the same railway at the Slaithwaite viaduct thereon;

And certain other lands in the townships of Slaithwaite and Golcar, in the same parish, lying on the south-east side of and adjoining the same railway at the Crimble viaduct thereon:

Certain lands in the township and parish of Thornton-in-Lonsdale, in the west riding of the county of York, lying on the north-east side of and adjoining the Company's Ingleton branch railway, and one hundred and fifty yards or thereabouts south-east of the bridge carrying that railway over the public carriage-road leading from Burton-in-Lonsdale to Far Westhouse and Higher Westhouse: Thornton-in-Lonsdale.

Certain lands, houses, and buildings in the townships of Kendal and Natland, in the parish of Kendal otherwise Kirkby-Kendal, in the county of Westmoreland, lying on both sides of and adjoining the Company's Lancaster and Carlisle Railway at the Oxenholme station on that railway; Kendal.

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And certain other lands in the said township of Natland, lying on the west side of and adjoining the said railway four hundred yards or thereabouts south of the said station:

Festiniog. Certain lands, houses, and buildings in the parish of Festiniog, in the county of Merioneth, lying on the north side of and near to the Dyffws branch of the Festiniog Railway, and twenty-five yards or thereabouts west of the Market Hall at Blaenau Festiniog:

Eglwys-Rhos. Certain lands, houses, and buildings in the parish of Eglwys-Rhos, otherwise Llan-Rhos, in the county of Carnarvon, lying on the south-west side of and adjoinining the Saint George's Harbour Railway of the Company, and extending for a distance of nine hundred yards or thereabouts south-east and four hundred and fifty yards north-west of the Deganwy station on that railway:

Bangor. Certain lands, houses, and buildings in the parish of Bangor, in the county of Carnarvon, lying on the south side of and adjoining the Company's Chester and Holyhead Railway, at the Bangor station on that railway;

And the Company may stop up and appropriate to the purposes of their undertaking so much of all or any of the roads, streets, or highways lying within the limits of the lastly-described lands, houses, and buildings which lie or may lie within the boundaries of their present lands, or of any lands which they acquire under the powers of this Act:

Abergele. Certain lands in the parish of Abergele, in the county of Denbigh, lying on the north side of and adjoining the Company's Chester and Holyhead Railway at the Abergele station thereon.

As to widening part of Mansell Street, Whitechapel.

10. Provided always, that so soon as the Company shall, in the exercise of the powers by this Act granted, have acquired possession of the houses and lands, shown upon the deposited plans and described in the deposited books of reference, facing Mansell Street, in the parish of Saint Mary, Whitechapel, and shall have pulled down any of the buildings on such lands, they shall set apart and appropriate so much of the site of the said houses and lands as shall be necessary to make the portion of the said street in front of those properties of not less width, including footways, than forty feet.

Providing for deficiency of rates within the Whitechapel district.

11. While the Company are possessed under the authority of this Act of any lands, houses, buildings, or other property assessed or liable to be assessed to any district, general, or special rate, and until any works to be constructed in the parishes of the Holy Trinity, Minories, and Saint Mary, Whitechapel, or either of those

parishes, are so far completed as to be assessed or liable to be assessed to an amount equal to or greater than the aggregate of the gross rateable value of the said lands, houses, buildings, and other property in the last rate made by the Board of Works for the Whitechapel district before the passing of this Act, the Company shall be liable to make good the deficiency in the assessments by reason of such lands, houses, buildings, or other property being taken or used by them, and the deficiency shall be computed according to the rental at which such lands, houses, buildings, and other property are now rated in the said last rate.

For protection of Poplar District Board of Works.

12. The Company, in constructing the widening of the bridge which carries the North London Railway over Wick Lane, in the parish of Saint Mary, Stratford-le-Bow, in the county of Middlesex, (which widening is herein referred to as "the bridge,") shall be bound by the following conditions:

(1.) The bridge shall be so constructed that the centre line of the archway shall correspond with the centre line of the present roadway of Wick Lane, and shall not extend along the said lane more than one hundred and sixty-five feet, measured from the south-east side of the bridge carrying the North London Railway over the said lane:

(2.) The bridge shall be constructed on girders so as to leave a roadway for the whole length thereof of at least forty feet in width, with a clear headway of thirteen feet at least, measured from every part of the surface of that portion of the road over which the bridge is constructed, and in no case shall the present inclination of the road be altered or the present surface of the road be lowered at any part thereof:

(3.) The bridge shall, so far as practicable, be made water-tight:

(4.) The parapet of the bridge on the south-eastern side shall be not less than eight feet in height above the level of the rails:

(5.) The Company shall, at their own expense, provide and fix at both entrances and on both sides of the roadway under the bridge such number of gaslights, not exceeding six, and in such situations, as the Poplar District Board of Works shall direct, and shall keep the same properly and efficiently lighted with gas during such hours of the day and night as the said Board may reasonably require:

(6.) The Company shall not affix or cause or suffer to be affixed, hung up, posted, or exhibited at or near either entrance to the archway under the said bridge, or on or in any part of such archway, any notice or advertising board or bill of any description, or other thing, whereby the passage through or

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along the road with horses and carriages may be endangered or inconvenienced:

(7.) If any difference shall arise under this section between the Company and the said Board, or between the Company and the surveyor for the time being to the said Board, the same shall be from time to time referred to and determined, at the expense of the Company, by an engineer, to be agreed upon, and, failing such agreement, by an engineer to be appointed, on the application of either party, by the president for the time being of the Institution of Civil Engineers.

38 & 39 Vict. c. clii. s. 34. extended to this Act.

13. Section 34 of the London and North-western Railway (New Lines and Additional Powers) Act, 1875, (for protection of sewers of metropolitan and other boards,) shall, so far as the same is or may become applicable, extend and apply to this Act and to the works hereby authorised, and to the lands which may be acquired by the Company hereunder within the metropolis, in as full and complete a manner as if that section were re-enacted in this Act with reference thereto.

For protection of the Corporation of Liverpool.

14. Nothing in this Act contained shall extend to, or be deemed, construed, or taken as in anywise extending to alter, extinguish, prejudice, diminish, affect, or disturb, or as authorising anything to be done or omitted to be done so as to alter, extinguish, prejudice, diminish, affect, or disturb, the rights and interests of the mayor, aldermen, and burgesses of the borough of Liverpool (in this section called "the Corporation"), their successors or assigns, under and by virtue of an indenture made the ninth day of May one thousand eight hundred and fifty-seven, between John Shaw Leigh, of Liverpool, of the one part, and the Corporation of the other part, with respect to the formation and repair of a main sewer running through the lands, or some portion thereof, partly in the township of West Derby and partly in the township of Wavertree, which the Company are by this Act empowered to take and use, but all the said powers and rights of the Corporation created and reserved by the said indenture of the ninth day of May one thousand eight hundred and fifty-seven shall be enjoyed by the Corporation as fully and effectually as if this Act had not been passed, and the Company shall at all times give all reasonable facilities for the same enjoyment.

Period for compulsory purchase of lands by Company.

15. The powers of the Company 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.

Owners may be required to sell parts only of certain lands and buildings. 8 & 9 Vict. c. 18.

16. 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 First 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.

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

17. 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.

18. 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 the Company 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 or dwellings.

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Certain additional lands to be acquired by agreement only.

19. The Company may also acquire, but by agreement only, and may hold, for the general purposes of their undertaking, the lands, houses, and buildings following; (that is to say,)

Certain lands and property in the parish of Saint Martin-in-Fields, in the county of Middlesex, being the premises numbered on the deposited plans 70 in Saint Martin's Lane, but such premises shall continue subject to the provisions of the Metropolitan Building Act, and any Act amending the same:

7 & 8 Vict. c. 84.

Certain lands, houses, and buildings in the parish of Saint Margaret, Leicester, in the county of Leicester, being the premises numbered on the deposited plans 20 in Gallowtree Gate, in the town of Leicester.

Power to lessees of North and South-western Junction Railway to acquire additional lands.

20. Subject to the provisions of this Act, the Company, the Midland Company, and the North London Company, as lessees of the undertaking of the North and South-western Company, or their joint committtee, may enter upon, take, and use, for purposes connected with the North and South-western Junction Railway, the lands next herein-after described or referred to, shown on the deposited plans and described in the deposited books of reference; (that is to say,)

Certain lands in the parish of Acton, in the county of Middlesex, lying on the west side of and adjoining the North and South-western Junction Railway between the Acton station on that railway and the Birkbeck Road:

The lessees may make and carry into effect agreements with respect to the acquisition, use, and appropriation of those lands.

34 & 35 Vict. c. cxcii.

The joint committee from time to time acting under the provisions of the North and South-western Junction Railway Act, 1871, may, in their own name, exercise the powers by this Act conferred upon the said lessees, and shall be considered for the purposes of this section as "the promoters of the undertaking," as defined by the Lands Clauses Consolidation Act, 1845.

8 & 9 Vict. c. 18.

Period for compulsory purchase of lands by lessees.

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

Power to Company and Great Western Company to acquire lands and execute work, &c.

22. Subject to the provisions of this Act, the Company and the Great Western Company jointly or either of them with the consent of the other, (herein-after included in the expression "the two Companies,") may enter upon, take, and use, for purposes connected with their Birkenhead Railway and branches, the lands, houses, and buildings following, delineated on the deposited plans

relating thereto, and described in the deposited books of reference relating thereto, and may, in the line and according to the levels shown on the deposited plans and sections relating thereto, execute the work herein-after described, and may enter upon, take, and use such of the lands so delineated and described as may be necessary for those purposes, and may exercise the other powers herein-after specified; (that is to say,)

They may—

(*a.*) Acquire and hold certain lands, houses, and buildings in the township and extra-parochial chapelry of Birkenhead, in the county of Chester, lying on the north side of and adjoining Bridge Street, and on the east side of and adjoining Freeman Street;

And certain other lands, partly in the township of Tranmere, in the parish of Bebington, and partly in the township and extra-parochial chapelry of Birkenhead, all in the county of Chester, lying on the south side of and adjoining the Tranmere Pool branch of the Birkenhead Railway, and on the east side of and adjoining the Birkenhead and Chester Road where that road passes under the said railway:

(*b.*) Extend in a southerly direction for a distance of eight yards or thereabouts the bridge which now carries the said railway over the said Birkenhead and Chester Road.

The said two Companies may make and carry into effect agreements with respect to the matters aforesaid.

For protection of the Birkenhead Corporation.

23. And whereas one of the main sewers constructed for the sewerage of the districts within the borough of Birkenhead, and within the jurisdiction of the mayor, aldermen, and burgesses of that borough (herein-after called "the Corporation"), passes through certain lands described in the last preceding section of this Act which are proposed to be taken for the purpose of widening the Tranmere Pool branch of the Birkenhead Railway: And whereas such sewer discharges into the River Mersey through Tranmere Pool, and it is necessary that efficient provision should be made for the protection, maintenance, repair, enlargement, or reconstruction of so much of the said sewer as passes through the said lands as aforesaid: Be it enacted as follows:

(*a.*) When and so soon as the two Companies commence the construction of any works on the said lands, or any part of them, they shall construct over the line of the said sewer an archway of the clear width of fourteen feet, with foundations of a sufficient depth below the levels of the existing sewer:

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(*b.*) The two Companies shall submit to the Corporation working plans and drawings of such archway, and in such working plans and drawings the most ample provision shall be made for the protection of the said sewer from damage by reason of any of the works of the two Companies, and also for maintaining at all times access to the said sewer for the purpose of inspection and cleansing, and, if need be, of repairing, enlarging, or reconstructing the said sewer from time to time to meet the requirements of the districts drained by the said sewer; and if any difference as to the said plans and working drawings, or the efficiency of the provisions thereby made for the protection, maintenance, repair, enlargement, or reconstruction of the said sewer, shall arise between the two Companies and the Corporation, the same shall be determined by a civil engineer, to be agreed on, or, failing agreement, to be appointed, on the application of either of the parties, by the president of the Institution of Civil Engineers, and the costs of such arbitration shall be in the discretion of the arbitrator:

(*c.*) The said archway shall be constructed by the two Companies to the reasonable satisfaction of the engineer for the Corporation, and subject to such reasonable directions as he may from time to time prescribe for the protection and maintenance of the said archway:

(*d.*) The two Companies shall at all times after the completion of the said works maintain in full and efficient repair the said archway; and the Corporation, and their officers and servants, shall at all times have full and free access to the lands within or over which the said archway is constructed, for the purpose of inspecting the said archway and sewer:

(*e.*) The two Companies shall make full satisfaction, in manner provided by the Railways Clauses Consolidation Act, 1845, to the Corporation, and to all other parties interested, for all damage sustained by them by reason of the exercise of the powers by this Act granted to the two Companies: 8 & 9 Vict. c. 20.

(*f.*) Before altering, enlarging, or reconstructing the said sewer under the said archway, the Corporation shall submit to the two Companies working plans and drawings of such alteration, enlargement, or reconstruction, and in such working plans and drawings the most ample provision shall be made for the protection of the works of the two Companies from damage by reason of any of the works of the Corporation, and such works shall be constructed to the

reasonable satisfaction of the engineer of the two Companies and subject to such reasonable directions as he may from time to time prescribe for the protection of the works of the two Companies; and if any difference as to the said working plans and drawings, or as to the efficiency of the provisions thereby made for the protection of the works of the two Companies, shall arise between the Corporation and the two Companies, the same shall be determined in the manner herein-before prescribed, and the costs of any arbitration under this provision shall be in the discretion of the arbitrator:

(*g.*) In the event of the Corporation at any time or from time to time altering, enlarging, or reconstructing the said sewer, they shall not be liable for any loss or damage which may happen to the Tranmere Pool branch of the Birkenhead Railway or works connected therewith, or to the rolling stock used or to the passengers conveyed upon that railway, by reason of any accident which may happen to the said sewer, nor for any loss or damage to the two Companies arising from the stoppage or loss of traffic on that railway during the alteration, enlargement, or reconstruction of the said sewer or other works which may be necessary in consequence of such accident, unless such loss or damage shall have been occasioned by the default or neglect of the Corporation, or of their agents, officers, workmen, or servants:

(*h.*) All notices to be given by the Corporation to the two Companies shall be in writing, and the same shall be delivered between the hours of eight in the morning and eight in the evening, either at the office of the said two Companies at Birkenhead, or at the head office of either of the two Companies in London, as the Corporation shall see fit.

As to widening bridge over Birkenhead and Chester Road.

24. In widening the bridge which now carries the Tranmere Pool branch of the Birkenhead Railway over the Birkenhead and Chester Road, the following provisions shall be observed and have effect:—

(*a.*) The said widening when completed shall be of height and span not less than the existing bridge on the south side thereof:

(*b.*) The abutments shall be so constructed as that the south ends shall not project beyond the line of the boundary of the present clear roadway of forty-five feet in width, and shall be splayed to the width of the present fences:

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(*c.*) The abutments and retaining walls shall be so constructed as not to encroach upon, interfere with, or endanger the stability of the sewer referred to in the last preceding section; and if any injury to the said sewer shall arise by reason of the works for widening the said bridge, the costs and expenses of repairing the same shall be paid to the Corporation by the two Companies:

(*d.*) So far as practicable, the bridge when widened shall be water-tight:

(*e.*) The parapet of the bridge shall be not less than seven feet in height:

(*f.*) The two Companies shall not commence any of the works for widening the said bridge until they shall have given to the Corporation twenty-one days notice in writing of their intention so to do, by leaving such notice at the office of the town clerk of the said borough; and the two Companies shall comply with and conform to all reasonable directions and regulations of the Corporation for the prevention of any obstruction or inconvenience to the traffic or passing of foot passengers, carriages, horses, cattle, or vehicles during the construction of the said works:

(*g.*) The two Companies shall, immediately on the completion of the widening of the said bridge, erect, at their own cost and charge, a lamp in the centre of the said bridge, and such lamp shall thereafter be kept in repair and lighted nightly, by and at the expense of the two Companies, during the same time as the public lamps in the borough are lighted:

(*h.*) From and after the completion of the new road intended to be constructed in lieu of the road to be stopped up under the powers of this Act, the Corporation shall have the same rights over such new road as they have at present over the existing road, together with rights equal to those they now have across the lands of the two Companies from the new road to the outfall of the said sewer, and the Corporation shall be at liberty to lay such gas and water mains and pipes under the said new road as they deem requisite.

Saving rights of the Corporation of Birkenhead.

25. Except as expressly provided by this Act, nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the Corporation, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed.

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

26. The powers of the Company and the Great Western Company 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.

Power to Great Northern and London and North-western joint committee to make new footpaths and new road.

27. Subject to the provisions of this Act, the Great Northern and London and North-western joint committee (in this Act called the joint committee) may, in the lines shown on the deposited plans relating thereto, make the new footpaths, and in the line and according to the levels shown on the deposited sections relating thereto make the new road, herein-after respectively described, with all proper works and conveniences connected therewith, and may exercise the other powers herein-after mentioned, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for those purposes; (that is to say,)

They may—

(*a.*) Make a new footpath in the parish of Bingham, in the county of Nottingham, commencing by a junction with the public carriage-road called the Fosse Way at the north side of the bridge carrying the Bingham branch railway now in course of construction over that road, and terminating by a junction with the public footpath leading from the said public carriage-road to Bingham at a point on that footpath seventy yards or thereabouts east of the said bridge:

When the new footpath is made they may stop up and discontinue as a public highway so much of the existing footpath as lies between the termination of the new footpath and the said public carriage-road:

(*b.*) Make a new footpath in the same parish and county, commencing by a junction with the public carriage-road leading from Bingham to Langar at a point on that road immediately north of the bridge carrying that road over the said branch railway, and terminating by a junction with the public footpath leading from Bingham to the said public carriage-road at a point on that footpath two hundred and ten yards or thereabouts north-east of the point where that footpath joins the said public carriage-road:

When the new footpath is made they may stop up and discontinue so much of the existing footpath as lies

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between the boundaries of the property of the joint committee:

(*c.*) Stop up and discontinue as a public highway the undermentioned portion of the footpath in the same parish and county which is crossed on the level by the said branch railway three hundred and twenty yards or thereabouts south-east of the public road bridge last above described; (that is to say,) so much of that footpath as lies between the boundaries of the property of the said joint committee:

(*d.*) Divert the public footpath in the same parish and county which is crossed on the level by the said branch railway four hundred and fifty yards or thereabouts south-east of the said public road bridge, by carrying the same along the south-west side of and contiguous to the said branch railway for a distance of thirty yards or thereabouts in a north-westerly direction, and thence by means of a footbridge across the said branch railway to and into the said footpath at the north-east boundary of the said branch railway:

When the new footpath is made they may stop up and discontinue so much of the existing footpath as lies between the boundaries of the property of the said joint committee:

(*e.*) Divert the public footpath in the same parish and county which is crossed on the level by the said branch railway seven hundred yards or thereabouts south-east of the said public road bridge from a point on the said footpath twenty yards or thereabouts south of the south-west boundary of the said branch railway to a point ten yards or thereabouts north of the north-east boundary of the said branch railway, and carry the footpath over the railway by means of a footbridge:

When they have so diverted the said footpath they may stop up and discontinue so much of the existing footpath as lies between the boundaries of the property of the said joint committee:

(*f.*) Make a new road in the parish of Hallaton, in the county of Leicester, commencing from and out of the public carriage-road which leads from Cranhoe through Slawston to the Hallaton and Medbourne Road at the junction of those two roads, and passing in an easterly direction under the railway from Tilton to Market Harborough,

now in course of construction, to and into and terminating by a junction with the deviation of the said Hallaton and Medbourne Road authorised by the Great Northern and North-western Act of 1874, and alter the levels of so much of the said road from Cranhoe as extends for a distance of seventy yards or thereabouts in a westerly direction from the commencement of the said new road.

37 & 38 Vict. c. clvii.

Period for compulsory purchase of lands by joint committee.

28. The powers of the joint committee 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.

Power to joint committee to deviate in construction of new footpaths, &c.

29. The joint committee may, in constructing the new footpaths, deviate the same to the extent of the limits of deviation marked on the deposited plans relating thereto, and in constructing the new road may 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 in the deposited sections of the said new road.

As to repair of new footpaths, &c. made by joint committee.

30. The new footpaths and road to be made by the joint committee under the authority of this Act shall, when made and completed respectively, from time to time be repaired and maintained, by and at the expense of the same parties, in the same manner and to the same extent as other footpaths and roads within the townships or parishes respectively in which such new footpaths and road will be situate are from time to time liable to be repaired or maintained.

If any question shall arise between the joint committee and any of such parties as to the due completion of any new footpath or the new road, 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 footpath or road shall be conclusive evidence of the fact so certified.

Further provision as to works authorised by 35 & 36 Vict. c. civ., and power to Company to contribute towards cost thereof.

31. Section 12 of the Rhyl Improvement Act, 1872, shall be read and construed as if the period thereby limited for the completion of the portion of road therein described had been the eighteenth day of July one thousand eight hundred and eighty; and all the powers of the Commissioners, so far as limited by that Act, are revived and extended until the said eighteenth day of July, so far as relates to the said portion of road.

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The Company may from time to time contribute towards the expense of the bridge by which the said portion of road will be carried over their Chester and Holyhead Railway such sum or sums of money as they may think fit, not exceeding four hundred pounds.

Substitution of footbridge for a certain level crossing.

32. The Company may take down and remove the footbridge which now crosses their Chester and Holyhead Railway at the site of the portion of road referred to in the last preceding enactment, and re-erect the same or another footbridge in lieu thereof for the purpose of carrying over that railway the footpath which now crosses that railway on the level at a point thereon five hundred and fifty yards or thereabouts eastward of the present site of the said footbridge.

When the footbridge is so provided the Company may stop up and discontinue as a public highway so much of the existing footpath as lies between the boundaries of their property.

Extinguishment of rights of way.

33. 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 under those provisions be purchased or acquired, shall be and the same are, as from the stopping up, purchase, or acquisition thereof, respectively, by this Act extinguished.

As to vesting of site and soil of portions of roads, &c. stopped up.

34. The site and soil of the portions of roads, streets, footpaths, courts, passages, thoroughfares, or highways 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 committee 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 committee 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 committee.

Power to take easements, &c. by agreement.

35. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may, if they think fit, subject to the provisions of those Acts and of this Act, grant to any company or committee exercising the powers of this Act relative thereto any easement, right, or privilege required for the purposes of this Act in, over, or affecting lands; and the provisions of the Lands Clauses Acts with respect to lands and rentcharges, as far as the same are applicable in this behalf, shall extend and apply to such grants, easements, rights, and privileges as aforesaid respectively.

Extending time for sale of certain superfluous lands belonging to Company. 8 & 9 Vict. c. 18.

36. The Company may, notwithstanding anything to the contrary in the Lands Clauses Consolidation Act, 1845, or in any Act relating to the Company with which that Act is incorporated, retain and hold any lands belonging to them which have not yet been applied to the purposes of the Company, or sold or disposed of by them, in the parishes enumerated in the Second 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.

Modification of provision in 37 & 38 Vict. c. clvii. for protection of Earl and Countess of Carnarvon and others.

37. And whereas by the Great Northern and North-western Act of 1874 provision was made for the protection of estates belonging to the Earl and Countess of Carnarvon and the trustees of the late Earl of Chesterfield by the execution of certain accommodation works in section five of that Act specified; and it has been agreed that the road described in that section should be constructed of dimensions and in a course different from those thereby prescribed: And whereas a plan showing the dimensions and course of the road as now proposed to be constructed has been agreed upon between the engineer of the parties entitled to the benefit of the said provisions and the engineer of the Great Northern and London and North-western joint committee, and it is expedient that the requirements of the said section should be modified accordingly:

Therefore, notwithstanding anything in section 5 of the Great Northern and North-western Act of 1874 contained, the road therein described may be constructed of the dimensions and in the course shown on the plan signed in duplicate by William Baker, on behalf of the Great Northern and London and North-western joint committee and by William Wright on behalf of the said parties.

Extension of time for completion of Seaton and Wansford Railway.

38. The time limited by the Company's New Lines Act of 1873, for the completion of the Seaton and Wansford Railway described in and authorised by that Act is hereby extended for the period of three years from the twenty-first day of July one thousand eight hundred and seventy-eight; and section 19 of that Act, so far as it

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relates to the Seaton and Wansford Railway, shall be read and construed as if the period by this Act limited for the completion of that railway had been the period by that Act limited.

If the Seaton and Wansford Railway shall not be completed within the extended period limited by this Act, then, on the expiration of that period, the powers by this Act granted to the Company for making and completing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Extension of time for acquisition of lands authorised by 38 & 39 Vict. c. cxci.

39. The powers conferred on the Cleator Company under the Cleator Act of 1875 for the compulsory purchase of lands for the purposes of that Act are hereby extended for the period of three years from the second day of August one thousand eight hundred and seventy-eight, and at the expiration of that period those powers shall cease and determine.

Provided always, that the extension of time by this Act granted shall not apply to any land or property belonging to John Postlethwaite, his heirs or assigns, which the Cleator Company were by the Cleator Act of 1875 empowered to acquire from him, except by agreement with him or them.

Extension of time for completion of railways authorised by 38 & 39 Vict. c. cxci.

40. The time limited by the Cleator Act of 1875 for the construction of the railways authorised by that Act and the works connected therewith is hereby extended for the period of three years from the second day of August one thousand eight hundred and eighty; and section 13 of the last-mentioned Act, so far as the same relates to the railways by that Act authorised, shall be read and construed as if the period by this Act limited for the completion of those railways had been the period by that Act limited.

If the said railways be not completed within the extended period by this Act limited, then, on the expiration of that period, the powers by the Cleator Act of 1875 and this Act granted for making and completing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Abandonment of Dewsbury Junction Railway and Merthyr Extension Railway(No.2).

41. The Company shall abandon the construction of the Dewsbury Junction railway authorised by the Company's New Lines Act of 1873, and the Merthyr Extension Railway (No. 2) authorised by the Company's Wales Act of 1874.

Compensation for damage to land by entry, &c. for pur-

42. The abandonment by the Company of the Dewsbury Junction Railway and the Merthyr Extension Railway (No. 2) respectively shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the pro-

visions in that behalf of the Lands Clauses Consolidation Act, 1845, for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of the authorised work, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation in accordance with the provisions in that behalf of the Railways Clauses Consolidation Act, 1845, so far as the same may be applicable, for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise, as regards such land, of any of the powers contained in the last-mentioned Act, or in the Company's New Lines Act of 1873, or the Company's Wales Act of 1874, respectively.

poses of railways abandoned. 8 & 9 Vict. c. 18.

8 & 9 Vict. c. 20.

43. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to the Dewsbury Junction Railway or the Merthyr Extension Railway, No. 2, and which shall not be required for the purposes of any of the works by this Act authorised, full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice.

Compensation to be made in respect of railways abandoned.

The amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

8 & 9 Vict. c. 18.

44. Section 20 of the Saint George's Harbour Act, 1853, so far as it imposes an obligation on the Company to stop express, special, or excursion trains at the station therein referred to, and penalties in case of failure so to do, shall be and the same is hereby repealed.

Repeal of parts of 16 & 17 Vict. c. ccxiii.

45. Notwithstanding anything in any Act relating to the granting of licenses for the sale of wine, spirits, beer, or cider contained, any corporation or other body and any justice or other person being by law authorised to grant licenses for the sale by retail of wine, spirits, beer, or cider may, if they or he think fit, grant to any person or persons nominated by the Company in that behalf a license or licenses for the sale of wine, spirits, beer, and cider at any refreshment rooms at stations of the Company managed and conducted by the Company, although the structure of such

As to licenses for sale of wine, &c. on premises of the Company.

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premises may not be in conformity with the provisions of any such Act, and although the person or persons so nominated is or are not the real resident holder and occupier of any such refreshment room.

Power to Company to supply water from Wolverton.

46. The Company may from time to time supply water from Wolverton, not required for their own purposes, to any local board or sanitary authority, and to any company or person, and may recover the rents or sums of money from time to time payable in respect of any such supply of water.

Provision as to Hulme's Charity Trustees.

32 & 33 Vict. c. cxv.

31 & 32 Vict. c. cxviii.

47. Whereas by the London and North-western Railway (New Works and Additional Powers) Act, 1869, the Company were empowered, subject to and in accordance with the provisions of an agreement contained in Schedule D. to the same Act (which agreement was thereby confirmed), to purchase and acquire the fee simple of and in certain lands and buildings in the township of Great Bolton, in the parish of Bolton-le-Moors, in the county of Lancaster, which by the London and North-western Railway (Additional Powers) Act, 1868, they were empowered to take on lease from the trustees of Hulme's (Bolton) Lectureship Charity Estate (hereinafter referred to as "the trustees"), and certain other lands and buildings in the same township and parish, of which a lease or leases had theretofore been granted to them by the trustees, and arrangements were subsequently entered into between the trustees and the Company, and also between the trustees and the persons trading under the name of the Buxton Lime Company, and also between the trustees and John Scowcroft and Company, Limited, and also between the trustees and Thomas Walmsley (who were respectively lessees of the trustees), for surrendering certain leases dated respectively the 1st day of July 1871 and the 8th day of March 1872, and for releasing certain rights granted by indenture of lease dated the 13th day of May 1857, such surrenders and release being for the purpose of enabling the trustees and the Company to carry out the before-mentioned arrangements, which were accordingly effected by a certain indenture dated the 2nd day of May 1877, and made between William Gray, John Hick, Thomas Ridgway Bridson, James Cross Ormrod, Herbert Cross, Herbert Fletcher, Charles Frederic Ainsworth, and Richard Knill Freeman, (the then trustees of the said Charity Estates,) of the one part, and the Company of the other part:

Be it therefore enacted as follows:—The said indenture dated the second day of May one thousand eight hundred and seventy-seven, together with the before-mentioned surrenders and release, are hereby confirmed; and the application by the trustees of the

accumulations of income belonging to the said charity towards payment of the costs and expenses agreed to be borne by the said charity, and attending the agreements for and carrying the same into effect by means of the said indenture of the second day of May one thousand eight hundred and seventy-seven, is hereby sanctioned and confirmed.

Agreement with Great Northern Railway Company (Ireland) for sale of part of railway at Dublin confirmed.

48. The agreement between the Great Northern Railway Company (Ireland) and the Company, set forth in the Third Schedule to this Act, is hereby confirmed and made binding on the parties thereto, and full effect may and shall be given thereto.

Upon the execution and delivery by the Great Northern Railway Company (Ireland) to and at the expense of the Company of a conveyance or transfer, duly stamped, of the portion of the railway and works authorised by the Dublin and Drogheda Railway (North Wall Extension) Act, 1869 (now known as the Drogheda curve), and of the lands and hereditaments connected therewith, according to the said agreement, the said portion of the railway and works, and of the said lands and hereditaments connected therewith, shall vest absolutely in the Company, their successors and assigns, for ever, and the Company shall have full power and authority to demand and recover for their own use, in respect of all traffic passing over the said portion of the railway, tolls, rates, and charges not exceeding those authorised by the said Act of 1869.

32 & 33 Vict. c. cviii.

Upon the execution and delivery by the Company to the Great Northern Railway Company (Ireland) of a release or transfer, duly stamped, of all or any right and interest of the Company in the remaining portion of the said railway and works, and of the lands and hereditaments connected therewith, according to the said agreement, such remaining portion of the said railway and works, and of the lands connected therewith, shall thereupon vest absolutely in the Great Northern Railway Company (Ireland) and their successors and assigns for ever.

Upon the execution and delivery by the Company to the Great Northern Railway Company (Ireland) of such release or transfer as aforesaid, the Company shall cease to be shareholders in the Great Northern Railway Company (Ireland), and all the provisions of the said Act of 1869 with reference to the Company shall thenceforth cease to be of any effect.

Company and Sheffield Company may make agreements as to station at Stalybridge.

49. The Company and the Sheffield Company may make and carry into effect agreements with respect to the ownership, use, appropriation, occupation, alteration, extension, enlargement, rebuilding, and arrangement by and between them of the station of the Sheffield Company at Stalybridge, and the works and con-

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veniences of every description connected therewith, and with respect to the ownership, use, and appropriation of any lands acquired by either of the two Companies which may be made available for any of the aforesaid purposes.

Provided always, that no agreement between the Company and the Sheffield Company shall prejudice or alter the provisions of an agreement dated the twenty-fifth day of June one thousand eight hundred and seventy-eight between the Sheffield Company and the Lancashire and Yorkshire Railway Company and the Company relating to the Stalybridge station, which is set forth in the Fourth Schedule to this Act, but such agreement shall be and is hereby confirmed and made binding on the parties thereto.

Transfer to Dundalk Company of certain of the powers of 39 & 40 Vict c. clxiv.

50. The power which is by the Greencastle Pier Act of 1876 conferred upon the Greencastle Company of making and maintaining the pier or wharf in the townland of Greencastle and on the shore of Carlingford Lough, in that Act more particularly described, together with all the rights, powers, privileges, liabilities, and obligations of the Greencastle Company, whether with reference to the acquisition of lands, the construction and maintenance of works, the demanding and recovering of tolls, rates, and charges, or otherwise, so far as the same relate or are applicable to the said pier or wharf (save and except the raising of money), are by this Act transferred to and vested in the Dundalk Company, and shall and may be held, exercised, and enjoyed, performed and fulfilled by that Company, as fully and effectually to all intents and purposes as if the powers contained in the said Act with reference to the said pier or wharf (save as aforesaid) had been thereby conferred upon the Dundalk Company instead of upon the Greencastle Company.

Company may issue debenture stock in respect of certain mortgages when paid off. 26 & 27 Vict. c. 118.

51. When and as from time to time the Company pay off the principal money secured by any mortgage or bond, the payment of either the principal or the interest secured by which is guaranteed by them, they may, if they think fit, create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863, to any amount not exceeding the principal money so paid off.

Company may apply corporate funds to purposes of this Act.

52. 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 Acts relating to the Company, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Midland Company and North London Company may apply corporate funds to purposes of this Act.

53. The Midland Company and the North London Company respectively 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 shares or stock or mortgage, and which are not by any Act relating to those respective Companies made applicable to any special purpose, or which, being so made applicable, are not required for the special purpose.

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

54. The Great Western 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 shares or stock or mortgage, and which are not by any Act relating to that Company made applicable to any special purpose, or which, being so made applicable, are not required for the special purpose.

Great Northern and London and North-western joint committee may apply corporate funds to purposes of this Act.

55. The Great Northern and London and North-western joint committee may apply for or towards the purposes of this Act which they are empowered to carry into effect any money which they now have in their hands, or which they or the two Companies whom they represent have power to raise by shares or stock or mortgage, and which are not, by any Act relating to them or any of them, made applicable to any special purpose, or which, being so made applicable, are not required for the special purpose.

Dundalk Company may apply corporate funds to purposes of this Act.

56. The Dundalk Company may apply for or towards the purposes of this Act which they are empowered to carry into effect any money which they now have in their hands, or which they have power to raise by shares or stock or mortgage, and which are not by any Act relating to that Company made applicable to any special purpose, or which, being so made applicable, are not required for the special purpose.

Saving rights of Crown in the foreshore.

57. Nothing contained in this Act shall authorise the Company to take, use, or in any manner interfere with any portion of the shore or bed of the sea, or of any river, channel, creek, bay, or estuary, or any right in respect thereof, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give), neither shall anything in this Act contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

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Saving rights of the Crown.

58. Nothing contained in this Act shall authorise the Company to take, use, or in any manner interfere with any land, soil, tenements, or hereditaments, or any rights, of whatsoever nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of her Crown, and under the management of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, without the previous consent in writing of the same Commissioners or one of them on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby respectively authorised to give); and as incidental to any such consent as aforesaid, the Company may enter into any agreement with the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, who respectively may, with the approval of the Commissioners of Her Majesty's Treasury, join in every such agreement; and the said Commissioners of Her Majesty's Woods, Forests, and Land Revenues, with the like approval, and the Company, may respectively execute all necessary conveyances, leases, licenses, or other deeds of or relating to any land, hereditaments, or rights belonging to Her Majesty in right of her Crown, and under the management of the same Commissioners; and every agreement so entered into as aforesaid shall be performed by the same Commissioners and the Company respectively; and nothing in this Act contained shall divest, take away, prejudice, diminish, or alter any estate, right, privilege, power, or authority now or from time to time vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Company not exempt from provisions of present and future general Railway Acts.

59. Nothing in this Act contained shall exempt the Company or their 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 Company.

Expenses of Act.

60. 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.

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

DESCRIBING LANDS, BUILDINGS, AND MANUFACTORIES, OF WHICH PORTIONS ONLY ARE REQUIRED TO BE TAKEN BY THE COMPANY.

Township or Parish.	Numbers on Deposited Plans.
Eccles - - - -	1, 2, 3.

SECOND SCHEDULE.

SUPERFLUOUS LANDS.

County.	Parish.
Middlesex - - - -	St. Leonard, Shoreditch. St. Martin-in-the-Fields.
Lancaster - - - -	Manchester. Liverpool. Standish.
Chester - - - -	Coppenhall.
Flint - - - -	Holywell. Mold.
Carnarvon - - - -	Llanrug.

THIRD SCHEDULE.

AN AGREEMENT made this twenty-eighth day of May one thousand eight hundred and seventy-eight between the Great Northern Railway Company (Ireland) of the one part, and the London and North-western Railway Company, herein-after called the North-western Company, of the other part.

WHEREAS under and by virtue of the Dublin and Drogheda Railway (North Wall Extension) Act, 1869, the Dublin and Drogheda Railway Company constructed a railway (six furlongs or thereabouts in length), situate in the parish of St. Thomas, Dublin, extending from their main line of railway to the station and works of the North-western Company at the North Wall (which said railway is herein-after called the Drogheda curve); and under or by virtue of the powers given to them by the same Act of Parliament the Dublin and

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Drogheda Railway Company acquired certain parcels of land connected with the said Drogheda curve: And whereas, in pursuance of the powers in that behalf contained in the same Act, the said North-western Company subscribed the sum of thirty thousand five hundred pounds towards the purposes of the said Act, and became shareholders of the Dublin and Drogheda Railway Company to the extent of their said subscription, with such powers as in the said Act are mentioned, but without power to sell, dispose of, or transfer any of their shares in the said Dublin and Drogheda Railway Company: And whereas the said Drogheda curve, and the said parcels of land connected therewith, so acquired by the said Dublin and Drogheda Railway Company as aforesaid, are delineated on the plan hereto annexed, part of the said Drogheda curve and of the said parcels of land connected therewith being coloured blue, and the remainder of the said Drogheda curve and of the said parcels of land connected therewith being coloured pink: And whereas under and by virtue of divers Acts of Parliament the said Dublin and Drogheda Railway Company has since become and is now amalgamated with the Great Northern Railway Company (Ireland), and the said Drogheda curve and the said lands connected therewith, so acquired by the said Dublin and Drogheda Railway Company as aforesaid, now form part of the undertaking of the Great Northern Railway Company (Ireland); and there is a considerable interchange of traffic between the said station and works of the North-western Company (which are coloured light pink on the said plan) and the railways of the Great Northern Railway Company (Ireland), and in order to facilitate such interchange of traffic the said Great Northern Railway Company (Ireland) have agreed (subject to the authority of Parliament being obtained in the present session) to sell and transfer to the said North-western Company so much of the said Drogheda curve and such portion of the said lands connected therewith as are coloured pink on the said plan and the rights and powers of the Great Northern Railway Company (Ireland) in respect of the said portion of the said Drogheda curve and other premises so agreed to be sold and transferred as aforesaid, upon the terms and conditions herein-after contained: Now, therefore, it is hereby agreed by and between the said Companies parties hereto as follows; (that is to say,)

1. That, subject to the authority of Parliament for that purpose being obtained, the Great Northern Railway Company (Ireland) shall and will, for the considerations herein-after mentioned, sell and transfer to the North-western Company so much of the said Drogheda curve as is coloured pink in the said plan hereto annexed, and also so much and such parts of the said lands connected therewith as are coloured pink on the said plan, together with the rights, members, and appurtenances thereto respectively belonging, and all the rights and powers of the said Great Northern Railway Company (Ireland) in respect of the said portion of the said Drogheda curve, and the land and premises so agreed to be sold and transferred as aforesaid.

2. That the said North-western Company shall and will, upon the delivery to them by the Great Northern Railway Company (Ireland) of a proper conveyance or transfer of the said portion of the said Drogheda curve coloured pink on the said map, and of the said land and premises so agreed to be sold and transferred to them as aforesaid, and coloured pink on the said map, (such conveyance and transfer to be prepared by and at the expense of the North-

western Company,) pay to the said Great Northern Railway Company (Ireland) the sum of two thousand five hundred and thirty pounds one shilling and tenpence sterling, which, together with the said sum of thirty thousand five hundred pounds which was subscribed by them towards the purposes of the said Dublin and Drogheda Railway (North Wall Extension) Act, 1869, as aforesaid, shall be deemed and taken to be the full purchase money or consideration for the said portion of the said Drogheda curve, and of the said lands and premises herein-before agreed to be sold and transferred to them as aforesaid, together with their and every of their rights, members, and appurtenances, and thereupon the said North-western Company shall cease to be shareholders in the said Great Northern Railway Company (Ireland) in respect of the said sum of thirty thousand five hundred pounds so subscribed by them towards the purposes of the said Act of 1869, and shall and will, on demand, surrender and release to the said Great Northern Railway Company (Ireland) all the shares held by them in respect of their said subscription, and all powers, rights, and privileges to which they are entitled in respect thereof, and they shall thereupon cease to be under any obligations or liabilities in respect of such shares or any of them.

3. That from and after the date of this agreement the North-western Company shall pay all claims, liabilities, and costs arising or to arise in respect of or incident to the purchase or to the user of any of the lands and premises hereby agreed to be sold and conveyed to them, and will keep the Great Northern Railway Company (Ireland), their successors and assigns, freed and indemnified therefrom.

4. That in consideration of the premises the North-western Company shall and will, upon the execution and delivery to them of such conveyance or transfer as aforesaid, release and transfer to the said Great Northern Railway Company (Ireland) all the right, title, and interest of them the said North-western Company of, in, and to so much of the said Drogheda curve as is coloured blue on the said plan hereto annexed, and of, in, and to so much and such parts of the said lands connected therewith as are coloured blue on the said plan, together with their and every of their appurtenances, to the intent that the same may be vested absolutely in the said Great Northern Railway Company (Ireland) and their successors and assigns for ever, such release and transfer to be prepared by and at the expense of the Great Northern Railway Company (Ireland).

5. That from and after the date of this agreement the Great Northern Railway Company (Ireland) shall pay all claims, liabilities, and costs arising or to arise in respect of or incident to the purchase or to the user of any of the lands and premises hereby agreed to be released and transferred to them, and will keep the North-western Company, their successors and assigns, freed and indemnified therefrom.

6. That with a view to maintain the communication between the Great Southern and Western Railway (North Wall Extension) on the one hand, and the Great Northern Railway (Ireland) and the North-western Railway respectively on the other hand, the two last-named Companies, and all companies and persons lawfully using their respective railways, may run over and use, with their engines and carriages of every description, and free from any

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toll, rate, or other charge, so much and only so much of the Drogheda curve at or near the point where the same is intersected by the Great Southern and Western Railway as is necessary or convenient for maintaining the communication aforesaid, and whether the portion of the said curve so to be used belongs to the Great Northern Railway Company (Ireland) or to the North-western Company.

7. That in the meantime and until parliamentary sanction has been obtained to this agreement, the Great Northern Railway Company (Ireland) shall be entitled to the tolls and rates which shall be received by or become due and payable for or in respect of traffic passing over the Drogheda curve, in the same manner as they are now entitled to such tolls and rates, subject, nevertheless, to any existing agreement or arrangement with the North-western Company in relation thereto.

8. That the Great Northern Railway Company (Ireland) shall and will, upon the execution and delivery by them to the North-western Company of such conveyance or transfer as aforesaid, deliver up to the North-western Company all deeds, documents, papers, and writings in their possession or power relating exclusively to the title to the portion of the said Drogheda curve, and of the said lands and premises so to be conveyed and transferred to the North-western Company as aforesaid.

9. That the Great Northern Railway Company (Ireland) shall retain all deeds, documents, papers, and writings which relate not only to the title to that portion of the said Drogheda curve, or to the lands agreed to be sold to the North-western Company, or any part thereof, but also to the title to that portion of the Drogheda curve, or to the lands retained by the Great Northern Railway Company (Ireland), or any part or parts thereof, and shall enter into the usual covenant for furnishing copies and production of same on the request and at the expense of the North-western Company.

10. That if any difference of opinion shall arise between the Companies parties hereto respecting the true construction of this agreement, or any clause, matter, or thing therein contained, every such difference shall be settled and determined by arbitration in the manner provided by the Railway Companies Arbitration Act, 1859.

In witness whereof the said Great Northern Railway Company (Ireland) and the said London and North-western Railway Company have hereunto respectively affixed their respective common seals the day and year first herein written.

The seal of the said Great Northern Railway Company (Ireland), affixed in presence of

J. P. CULVERWELL,
Secretary to said Company.

L.S.

The seal of the said London and North-western Railway Company, affixed in presence of

S. REAY,
Secretary.

L.S.

FOURTH SCHEDULE.

An Agreement made the twenty-fifth day of June one thousand eight hundred and seventy-eight between the Manchester, Sheffield, and Lincolnshire Railway Company (herein-after called the Sheffield Company) of the first part, the Lancashire and Yorkshire Railway Company (herein-after called the Lancashire and Yorkshire Company) of the second part, and the London and North-western Railway Company (herein-after called the North-western Company) of the third part.

Whereas by the Lancashire and Yorkshire Railway Act, 1849, (section twenty,) it was recited that the Ashton branch of the Sheffield Company communicated with the line of the Huddersfield and Manchester Railway of the North-western Company at or near the terminus thereof at Stalybridge, and for a considerable distance ran parallel with and at a short distance from the said Ashton and Stalybridge branch of the Lancashire and Yorkshire Company, and a good and convenient connexion or communication could be effected between the said Ashton and Stalybridge branch and the said Huddersfield and Manchester Railway, if a junction were formed between the said Ashton and Stalybridge branch and the said Ashton branch on land belonging to the said Companies or one of them, and if such junction railway, and so much of the last-mentioned branch as lay between the point thereof at which such junction would be effected and the said Huddersfield and Manchester Railway, were open to the traffic of the said Companies and persons claiming under or through them, and the Sheffield Company were willing to effect such connexion or communication if assisted by the said Lancashire and Yorkshire Company; and it was by the now-reciting Act enacted that if the said Sheffield Company should, on or before the first July one thousand eight hundred and forty-nine, on lands belonging to them and to the said Lancashire and Yorkshire Company or to one of them, and lying between their said respective branches at or near the westward end of their respective stations at Stalybridge, lay down rails and construct all necessary and proper works so as to form a good railway junction by a double line of rails practicable for engines and carriages between the said Ashton and Stalybridge branch and the said Ashton branch, all the powers by the now-reciting Act conferred upon the said Lancashire and Yorkshire Company for making the said extension of the said Ashton and Stalybridge branch to the Huddersfield and Manchester Railway should cease and determine, and until default should have been made by the said Sheffield Company in making the said junction according to the true intent and meaning thereof, it should not be lawful for the said Lancashire and Yorkshire Company to exercise any of the said powers for making the said extension, anything hereinafter contained to the contrary notwithstanding; and from and after the construction of the said junction it should be lawful for the said Lancashire and Yorkshire and all other companies and persons claiming under or authorised by them to use the said junction and so much of the Ashton branch as lay between the point thereof at which such junction should be effected and the said Huddersfield and Manchester Railway and the passenger station, with the

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enlargement thereof agreed upon between the said Companies, and the works and conveniences connected with the said lines and station, subject to such terms, conditions, and limitations as had been or should from time to time be agreed upon between the said Companies; and it was by the twenty-first section of the now-reciting Act further enacted that it should be lawful for the said Lancashire and Yorkshire and Sheffield Companies from time to time to make and enter into such agreement as they should think proper with respect to the construction, enlargement, alteration, apportionment, maintenance, control, and management of the said proposed junction, and of the part of the said Ashton branch lying between the point thereof at which such junction should be effected and the said Huddersfield and Manchester Railway, and of the stations of the said Companies respectively at Stalybridge, and of all works and conveniences connected therewith, and with respect to the use and enjoyment by the said Companies respectively, and by all companies and persons claiming under or authorised by them respectively, of the said junction, and of the part aforesaid of the said Ashton branch, and of the stations, works, and conveniences connected therewith, and with respect to the receipt and apportionment by and between the said Companies of the tolls and charges arising therefrom, and generally with respect to the conveyance and interchange of traffic passing or to pass on or over the same or any part thereof, and with respect to the compensation or consideration and amount of contribution to be paid or contributed by the one Company to the other Company for the construction, enlargement, alteration, apportionment, maintenance, control, and management, use and enjoyment of the said junction, and of the part aforesaid of the said Ashton branch, and of the said stations, works, and conveniences connected therewith; and any such agreement which should have been entered into between the said Companies, and sealed with their respective common seals before the passing of the now-reciting Act, should be good, valid, and effectual, and should bind the said Companies, their successors and assigns: And whereas, by articles of agreement bearing date the twenty-second day of May one thousand eight hundred and forty-nine, and made betweeen the Sheffield Company of the one part and the Lancashire and Yorkshire Company of the other part, whereby it was (amongst other things) agreed that the Sheffield Company should forthwith proceed to make the junction between the Ashton and Stalybridge branch of the Lancashire and Yorkshire Railway and the Ashton branch of the Sheffield Company's railway herein-before referred to, and should proceed therewith with all reasonable despatch, so that the same might be completed and opened on or before the first day of July then next; that such junction should be formed inthe manner and on the lands mentioned in the said agreement; that one half of the costs and expenses of making the said junction line, and of providing materials for the same, should be borne by the Lancashire and Yorkshire Company, and should be paid or reimbursed to the Sheffield Company within one month after the completion of the said junction line; that the Sheffield Company, or their assigns or tenants or others claiming under them, should not, without the consent of the Lancashire and Yorkshire Company under their common seal first obtained, construct or use any road or line of rails across the said junction line; that from and after the construction of the said junction line, such junction line, and also so much of the said Ashton branch of the Manchester, Sheffield,

and Lincolnshire Railway as would lie between the said junction line and the Huddersfield and Manchester Railway, but exclusive of the then present coal depôt of the said Sheffield Company lying on the southerly side of the said Ashton branch, should be open to the traffic of both Companies, and of all other companies and persons claiming under or authorised by them respectivcly, and should be used by both the said Companies parties thereto, and their respective servants and officers, indifferently and equally in every respect, and without any preference the one over the other; that it should be lawful for each of the said Companies not only to use such junction line and part aforesaid of the Ashton branch (exclusive as aforesaid), or any part thereof, respectively, for the purposes of their own traffic, but also from time to time, and on such terms as they should respectively think fit, to make arrangements with and give authority to any other companies or persons to use for the purposes of their traffic the said junction line and part aforesaid of the said Ashton branch (exclusive as aforesaid), neither of the said Companies parties thereto, nor the companies or persons so claiming under or authorised by them, being in any way liable to make any payment to the other said companies parties thereto for using the said junction line and part aforesaid of the said Ashton branch, and neither of the said Companies parties thereto being in any way answerable or accountable to the other of them for any charge or payment made or received by either of them for or in respect of any such arrangement or authority made or given by them with or to any other company or person as aforesaid; provided that the fee simple in so much of the site of the said junction line as was then the property of the Lancashire and Yorkshire Company should be and continue in the same Company, and the fee simple in so much of the site of the said junction line as was then the property of the said Sheffield Company and in the part aforesaid of the said Ashton branch, should be and continue in the Sheffield Company, subject in such case to the rights and interests of the said respective Companies parties thereto; that before the first day of July one thousand eight hundred and forty-nine the Sheffield Company should make provision at their existing passenger station at Stalybridge for the accommodation of the Lancashire and Yorkshire Company's booking clerks, and from and after the first day of July the two Companies should have full and equal right for the purposes of traffic and in every other respect to use the said passenger station, and all the conveniences and appurtenances thereto, together with the enlargements thereof provided for in the next clause, from the time of the same being effected; that from and after the first day of October next the whole of the land and buildings lying between the lines of the two Companies from Rasbottom Street to the line marked C D on the said plan should be appropriated exclusively to the passenger station, subject to an uninterrupted right of way with carts, carriages, and otherwise for both the said Companies parties thereto over and along the northerly side and contiguous to the northern boundary thereof; that the said passenger station at Stalybridge should be enlarged, altered, or improved from time to time at the requisition of either of the said Companies parties thereto, and, if either of the said Companies should so require, in such manner as that separate booking offices and separate accommodation generally might be provided, and, unless otherwise agreed between

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the said Companies, it should be lawful for the Company making such requisition to make and effect such enlargements, alterations, and improvements without obstruction by the other Company, and all the costs and expenses to be incurred by any such enlargement, alteration, or improvement should be borne by the said Companies in such proportions as (in case they could not agree thereon) should be settled by arbitration in manner provided by the Railways Clauses Consolidation Act, 1845; that either of the said Companies parties thereto might from time to time make arrangements with and give authority to any other companies or persons to use the said passenger station at Stalybridge upon payment of such compensation for the same as should be mutually agreed upon or approved of by or between the said Companies parties thereto, or, in case of difference, as should be determined by arbitration in manner provided by the Railways Clauses Consolidation Act, 1845, and the amount of such compensation should be equally divided between the said two Companies parties thereto; and the agreement now in recital, after providing for the appointment, upon the requisition of either Company, of a joint committee for the management and control of the said passenger station, and for the management and control of the said station in the meantime, the agreement provided that the said junction line, and the part aforesaid of the said Ashton branch, and the said station, should be for ever thereafter maintained and kept in repair, and all rates, taxes, and other outgoings and expenses relating to the joint occupation and management of the said station should be borne and paid by and at the joint and equal expense of the said Companies parties thereto; and the now-reciting agreement contained other provisions with respect to byelaws and other matters relating to the said junction line and station, and provided that, in consideration of the premises, and of the rights, powers, and privileges thereby and by the said Bill secured and conferred or to be conferred to and upon the said Lancashire and Yorkshire Company, the said Company should pay to the said Sheffield Company, within three months after the construction of the said junction line, the sum of fifteen thousand pounds, over and above all costs, expenses, compensation, and other sums whatsoever therein-before agreed to be borne and paid by the said Lancashire and Yorkshire Company: And whereas the Sheffield Company afterwards, pursuant to the said recited agreement, constructed the said junction line to connect their Ashton branch with the Ashton and Stalybridge branch of the Lancashire and Yorkshire Company, and the Lancashire and Yorkshire Company paid to the Sheffield Company the said sum of fifteen thousand pounds, and also paid to the Sheffield Company one half of the costs and expenses of making the said junction line, and for providing the materials for the same; and the Lancashire and Yorkshire Company have, since the date of the said agreement, also paid other moneys on account of alterations and improvements of the passenger station on the Sheffield Company's railway at Stalybridge, and the Lancashire and Yorkshire Company for some years afterwards continued to work over and use the said junction line and station at Stalybridge referred to in the said agreement, but since the first day of October one thousand eight hundred and sixty-nine they have worked their passenger traffic to and from their separate passenger station at Stalybridge: And whereas by an Act passed in the year one thousand eight

hundred and forty-five (8 and 9 Victoria, chapter 108) the then Manchester and Birmingham (now North-western) Company obtained powers to make a line of railway from a junction with their railway at Heaton Norris near Stockport, passing through Reddish and Denton, and terminating by a junction with the Sheffield Company's railway at Guide Bridge; and by an agreement or agreements between the North-western Company and the Sheffield Company, the former Company obtained power to work over and use, and they have for many years worked over and used, and still work over and use, the portion of the Sheffield Company's railway between Guide Bridge and Stalybridge with the joint passenger station at Stalybridge, and by means of the running powers aforesaid the North-western Company have, in conjunction with their own Huddersfield and Manchester Railway, a north and south communication from Stalybridge: And whereas by an agreement bearing date the twentieth of April one thousand eight hundred and forty-nine, and made between the North-western Company and the Lancashire and Yorkshire Company, confirming an agreement made between the same parties, dated the nineteenth day of March one thousand eight hundred and forty-seven, it was, amongst other things, stipulated and agreed that the North-western Company agreed to convey all their traffic requiring to pass from the Huddersfield main line to or through Manchester, Salford, and Liverpool, or, vice versâ, either along the Ashton branch of the Lancashire and Yorkshire Company or along the Sheffield Company's line, as the convenience of the traffic might require; and it was provided that the Ashton branch should be improved by an additional line or lines of rails, the Lancashire and Yorkshire Company undertaking to afford free and uninterrupted passage to the engines, carriages, and waggons of the North-western Company between Ashton and the point of junction with the Huddersfield line and Victoria station, Manchester, so that ample accommodation in all respects might be afforded to the public; and it was by the now-reciting agreement further stipulated that a communication should be made between the Lancashire and Yorkshire Company's Ashton branch and the North-western Company's Huddersfield and Manchester Railway at Stalybridge, the same being made at the expense of the Lancashire and Yorkshire Company, as forming part of the Ashton branch, but such last-mentioned communication was not made in consequence of the communication established between the said Ashton branch by the Lancashire and Yorkshire Company and the said Huddersfield and Manchester Railway of the North-western Company by means of the junction line constructed under the said recited agreement of the twenty-second day of May one thousand eight hundred and forty-nine, and that portion of the Ashton branch of the Sheffield Company's railway as lies between the said junction line and the said Huddersfield and Manchester Railway: And whereas the North-western Company have introduced a Bill into Parliament in the present session, under the name or title of London and North-western Railway (Additional Powers) Act, 1878, whereby it is, amongst other things, provided that the North-western Company and the Sheffield Company might make and carry into effect agreements with respect to the ownership, use, appropriation, occupation, alteration, extension, enlargement, rebuilding, and arrangement by and between them of the station of the Sheffield Company at Stalybridge, and the works and conveniences of every description

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connected therewith, with respect to the ownership, use, and appropriation of any lands required by either of the two Companies which might be made available for any of the aforesaid purposes: And whereas the Lancashire and Yorkshire Company have presented a petition against the said Bill, objecting to the powers contained in the said Bill as aforesaid: And whereas negotiations have taken place between the three Companies parties hereto, with respect to the said passenger station at Stalybridge, and the arrangements herein-after contained have been entered into between the parties, and the Lancashire and Yorkshire Company have thereupon agreed to withdraw their opposition to the said Bill: Now these presents witness that the said three Companies do hereby, for themselves, their respective successors and assigns, mutually covenant and agree with each other as follows:

1. The Sheffield Company and the North-western Company jointly and severally agree to pay, on or before the first day of September one thousand eight hundred and seventy-eight, to the Lancashire and Yorkshire Company the sum of six thousand two hundred and fifty pounds in respect of their joint interest in the said passenger station at Stalybridge, and if not paid on that date, then with interest thereon at the rate of four-and-half per centum per annum from the first day of September one thousand eight hundred and seventy-eight until payment.

2. The said junction line is to be hereafter maintained in accordance with the provisions of the said recited agreement of the twenty-second day of May one thousand eight hundred and forty-nine; and the same, and so much of the Ashton branch of the Sheffield Company as lies between the said junction line and the North-western Company's Huddersfield and Manchester Railway (but exclusive of the coal depôt of the Sheffield Company lying on the southerly side of the said Ashton branch), shall, in accordance with the said last-mentioned agreement, continue to be open to the traffic of the said respective Companies parties hereto, and of all other companies and persons claiming under or authorised by the Lancashire and Yorkshire Railway Company, and shall be used by the said Companies parties hereto, and their respective servants and officers, indifferently and equally in every respect, and without any preference the one over the other; and nothing in this agreement contained shall prejudice or affect the rights of the London and North-western Company to use the existing passenger station at Stalybridge in connexion with their traffic to, from, or through Stalybridge, including the booking accommodation of the local traffic carried in their through trains to and from Stalybridge, viâ the Lancashire and Yorkshire Company's Ashton branch.

3. The Lancashire and Yorkshire Company shall, upon payment of the moneys mentioned in the first clause of this agreement, and in consideration of the other provisions of this agreement, give up all their rights and interests in the existing passenger station at Stalybridge in the use of which they are jointly interested as aforesaid to them, and thereupon they shall be relieved from all liabilities in respect of the same, and the power of the Sheffield Company and the Lancashire and Yorkshire Company to call for the appointment of a joint committee for the management and control of the said existing station shall cease and determine.

4. That, as between the Sheffield Company and the Lancashire and Yorkshire Company, all accounts, reckonings, and liabilities under the said recited agreement of the twenty-second day of May one thousand eight hundred and forty-nine as to the maintenance and repair of the said passenger station, and of that portion of the said Ashton branch of the Sheffield Company as lies between the said junction line and the Huddersfield and Manchester Railway, and all rates, taxes, and other outgoings and expenses relating to the occupation and management of the said station and railway, shall, as from the date hereof, be taken and considered as concluded and settled between them; provided that hereafter the Lancashire and Yorkshire Company shall bear the expense of maintaining and working the signals, points, and crossings of the junction with their own line; and as regards the like expenses of the signals, points, and crossings at the junction with the Sheffield Company's line, one half thereof shall be paid by the Lancashire and Yorkshire Company, and the other half thereof by the Sheffield and North-western Companies, and the Sheffield Company shall undertake the future maintenance and repair of that portion of the said Ashton branch of the Sheffield Company as lies between the said junction line and the said Huddersfield and Manchester Railway.

5. That the plans, sections, specifications, and elevations of the new or altered passenger station proposed to be erected and made by the Sheffield and North-western Companies at Stalybridge shall, before the commencement of the execution thereof, be communicated to the Lancashire and Yorkshire Company, and the plans shall be so arranged as not to obstruct the convenient use by the Lancashire and Yorkshire Company of the new or altered passenger station in the event of their becoming joint owners of the same under the provisions in that behalf herein-after contained.

6. That the Lancashire and Yorkshire Company shall have the right at any time, on giving six calendar months previous notice in writing to the Sheffield and North-western Companies, to become joint owners with them of the new or altered passenger station at Stalybridge, and the conveniences connected therewith, with full and equal rights of ownership, occupation, and use with the other two Companies, upon payment by the Lancashire and Yorkshire Company of one third of the money, without interest, actually expended in the construction of the existing passenger station on the Sheffield Company's Railway at Stalybridge, (which, for the purposes of calculation as to the cost or value thereof, shall be taken at the sum of fourteen thousand five hundred pounds,) and also one third of the money expended, without interest, in the alteration, enlargement, and rebuilding of the new or altered passenger station, including moneys paid for compensation or purchase of land for the new or altered station; and the two Companies shall and will immediately upon the completion of the said new or altered station render an account to the Lancashire and Yorkshire Company of the sums expended in respect of the alteration, enlargement, and rebuilding of the new or altered passenger station, including the moneys paid for compensation or purchase of lands as aforesaid.

7. The said passenger station shall from time to time, at any time after the Lancashire and Yorkshire Company shall have become joint owners of the said station, be enlarged, altered, or improved upon the requisition of either of the

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three Companies; and the cost of any such enlargement, alteration, or improvement shall be borne by each of the three Companies in equal thirds; provided if any dispute or difference arise between the three Companies, or either of them, as to the necessity for, or the extent or nature of, any such enlargement, or the mode in which the same shall be carried out, or otherwise in respect thereto, then the same shall be determined by arbitration in manner herein-after provided.

8. That the three Companies will concur in endeavouring to obtain the concurrence of Parliament to the confirmation of this agreement by the said Bill now pending in Parliament under the name or title of London and North-western Railway (Additional Powers) Act, 1878, and will consent to the amendment of the said Bill in accordance with the provisions of this agreement.

9. That in case, from any cause whatsoever, the sanction of Parliament cannot be obtained in the present session to the confirmation of this agreement, and for the necessary provisions for carrying the same into effect, then any one or more of the said Companies may apply to Parliament in any future session for such confirmation and the requisite powers for carrying this agreement into effect, and the three Companies shall concur in such application.

10. Any dispute or difference which may arise between the three Companies under this agreement shall be decided by arbitration, in accordance with the provisions of the Railways Companies Arbitration Act, 1859.

As witness the common seals of the parties.

Passed under the common seal of the Manchester, Sheffield, and Lincolnshire Railway Company in the presence of

ALBARD FURVISS.

Seal of the Manchester, Sheffield, and Lincolnshire Railway Company.

Passed under the common seal of the Lancashire and Yorkshire Railway Company in the presence of

J. H. STAFFORD,
Secretary.

Seal of the Lancashire and Yorkshire Railway Company.

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

S. REAY,
Secretary.

Seal of the London and North-western Railway Company.

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