CHAP. cxv.

An Act for conferring additional Powers on the London and North-western Railway Company for the Construction of New Works, and in relation to their own Undertaking and the Undertakings of other Companies; and for other purposes. [12th July 1869.] A.D. 1869

WHEREAS it is expedient that the London and North-western Railway Company (herein-after called the Company) should be empowered to construct the railways and make the new roads and execute the other works in this Act mentioned, and to stop up and discontinue and appropriate the portions of highways in this Act mentioned, and to acquire for the purposes of the works by this Act authorized, and for other purposes connected with their undertaking, the lands and buildings in this Act also mentioned: New works. Lands.

And whereas a portion of the lands in the parish of Bolton-le-Moors in the county of Lancaster on which the Company's Bolton and Leigh Railway has been constructed is held by them on lease from the trustees of Hulme's (Bolton) Lectureship Charity Estate, and by the London and North-western Railway (Additional Powers) Act, 1868, (herein-after called the Company's Additional Powers Act, 1868,) the Company are empowered to take a lease of other lands in the same parish; and it is expedient that the Company should be empowered to acquire the fee simple of those lands: Hulme's Charity lands.

And whereas the Company and the Llanelly Railway and Dock Company (herein-after called "the Llanelly Company") are jointly the lessees for a long term of years of the Vale of Towy Railway, and it is expedient that those companies jointly should be empowered to alter a public highway in the parish of Llandingat which crosses that railway on the level, and to acquire for purposes connected with that railway certain lands in the same parish: Company and Llanelly Company. New road.

And whereas under the provisions of the Carnarvon and Llanberis Railway Act, 1867, and the Carnarvon and Llanberis Railway Act, Company and Carnarvon Company.

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Footpaths and lands.

1868, the Company have become joint owners with the Carnarvon and Llanberis Railway Company (herein-after called the Carnarvon Company) of the railway of that company; and it is expedient that those two companies should be empowered to stop up a certain highway and two footpaths at Carnarvon, and to acquire for purposes connected with the Carnarvon and Llanberis Railway certain lands in the county of Carnarvon:

Altered road.

And whereas under the powers of the Carnarvon and Llanberis Railway Act, 1864, the Carnarvon Company were empowered for the purposes of the railway and works by that Act authorized to alter and divert the turnpike road leading from Carnarvon to Llanberis, and in the construction of that railway it was found desirable to carry such alteration in a line and direction different from that shown on the deposited plans referred to in that Act; and it is expedient that the alteration so made should be confirmed:

Company and Great Western Company.

Joint lands.

And whereas it is expedient that the Company and the Great Western Railway Company (herein-after called the Great Western Company) should be empowered to acquire for purposes connected with railways held jointly by those two companies certain lands in the counties of Chester, Salop, and Middlesex, and in the county of the city of Chester:

Plans, &c. deposited.

And whereas plans and sections showing the respective lines and levels of the railways and new roads and other works by this Act authorized, and showing the lands which are by this Act authorized to be acquired and appropriated, and books of reference to those plans, have been deposited with the clerks of the peace for the several counties within which those works will be constructed and those lands are situate, which plans, sections, and books of reference are in this Act referred to as the deposited plans, sections, and books of reference respectively:

Extension of time.

Whitchurch and Tattenhall.

And whereas it is expedient that the periods limited by the London and North-western Railway (New Lines) Act, 1866, (herein-after called the Company's New Lines Act, 1866,) and the London and North-western Railway (New Lines) Act, 1867, (herein-after called the Company's New Lines Act, 1867,) respectively for the purchase of lands for and for the construction of the Whitchurch and Tattenhall Railway should be extended:

Extension of time.

Mold and Tryddyn.

And whereas it is expedient that the periods limited by the two last-mentioned Acts respectively for the construction of the Mold and Tryddyn Railway should be extended:

Abandonment.

Little Hulton Railway.

And whereas it is expedient that the construction of a portion of the railway authorized by and fifthly described in the London and North-western Railway (Additional Powers, England) Act, 1865,

(herein-after called the Company's Additional Powers, England, Act, 1865,) which will be rendered unnecessary by the construction of the Little Hulton Extension Railway by this Act authorized, should be abandoned:

Abandonment. Winsford Railway.

And whereas it is expedient that the construction of a portion of the railway at Winsford authorized by and secondly described in the Company's New Lines Act, 1866, should be abandoned:

Abandonment. Gorton and Newton Road.

And whereas it is expedient that the construction of the road in the townships of Gorton and Newton in the parish of Manchester authorized by the London and North-western Railway (New Works and Additional Powers) Act, 1866, (herein-after called the Company's New Works Act, 1866,) which road will be rendered unnecessary by the construction of the new road in those townships by this Act authorized, should be abandoned:

Superfluous lands.

And whereas it is expedient that further provision should be made with respect to the sale by the Company of their superfluous lands:

Widnes bye-laws.

And whereas it is expedient that the Company should be empowered to make and enforce the observance of byelaws with respect to the regulation and management of their docks at Widnes:

Rhymney joint line.

And whereas by the Company's New Lines Act, 1867, the Company and the Rhymney Railway Company (herein-after called the Rhymney Company) are made joint owners of a portion of the railway authorized by the Rhymney Railway Northern Lines Act, 1864 (which portion of railway is in that Act called the joint line); and it is expedient that the Company and the Rhymney Company should be made joint owners of a further portion of the railway of the Rhymney Company, and that some of the provisions contained in the Company's New Lines Act, 1867, with respect to the terms of user by the two companies of the joint line, should be amended:

Brynmawr Company.

And whereas by the Brynmawr and Blaenavon Railway Act, 1866, and the Company's Additional Powers Act, 1868, the Company are empowered to subscribe to and hold shares in the undertaking of the Brynmawr and Blaenavon Railway Company (herein-after called the Brynmawr Company), and to appoint directors of that Company, and to make agreements for working their railway (which forms a branch out of the Company's Merthyr, Tredegar, and Abergavenny Railway); and it is expedient that the undertaking of the Brynmawr Company should be vested in the Company:

Cannock Mineral Company.

And whereas by the Cannock Mineral Railway Act, 1855, the Company by that Act incorporated (herein-after called the Cannock Company) were authorized to make a railway forming a junction with the Trent Valley Line of the Company, and the undertaking

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of that Company is now leased under the provisions of that Act to the Company; and it is expedient that that undertaking should be vested in the Company:

St. Helen's Company.

And whereas by the Saint Helen's Canal and Railway Transfer Act, 1864, (herein-after called the Saint Helen's Transfer Act, 1864,) the undertaking of the Saint Helen's Canal and Railway Company (herein-after called the Saint Helen's Company) was transferred to and vested in the Company, and the Saint Helen's Company was dissolved:

Stockport, &c. Company.

And whereas under the authority of the Company's New Works Act, 1866, the undertaking of the Stockport, Disley, and Whaley Bridge Railway Company (herein-after called the Stockport Company) has been transferred to and has become vested in the Company, and the Stockport Company has been dissolved:

Bedford Company.

And whereas by the Company's Additional Powers (England) Act, 1865, the undertaking of the Bedford and Cambridge Railway Company (herein-after called the Bedford Company) was transferred to and vested in the Company, and the Bedford Company was dissolved:

Whitehaven Company.

And whereas by the London and North-western Railway (Whitehaven Railway Transfer) Act, 1866, (herein-after called the Whitehaven Railway Transfer Act, 1866,) the undertaking of the Whitehaven Junction Railway Company (herein-after called the Whitehaven Company) was transferred to and vested in the Company, and the Whitehaven Company was dissolved:

Cockermouth Company.

And whereas by the London and North-western Railway (Cockermouth and Workington Railway Transfer) Act, 1866, (herein-after called the Cockermouth Railway Transfer Act, 1866,) the undertaking of the Cockermouth and Workington Railway Company (herein-after called the Cockermouth Company) was transferred to and vested in the Company, and the Cockermouth Company was dissolved:

Merthyr Company.

And whereas under the authority of the Merthyr, Tredegar, and Abergavenny Railway Act, 1866, (herein-after called the Merthyr Railway Transfer Act, 1866,) the undertaking of the Merthyr, Tredegar, and Abergavenny Railway Company (herein-after called the Merthyr Company) has been transferred to and has become vested in the Company, and the Merthyr Company has been dissolved:

Central Wales three companies.

And whereas by the London and North-western Railway (Knighton, Central Wales, and Central Wales Extension Railways Transfer) Act, 1868, (herein-after called the Central Wales Railways Transfer Act, 1868,) the respective undertaking of the Knighton Railway Company (herein-after called the Knighton Company), the Central Wales

Railway Company (herein-after called the Central Wales Company), and the Central Wales Extension Railway Company (herein-after called the Central Wales Extension Company), was transferred to and vested in the Company, and the Knighton Company, the Central Wales Company, and the Central Wales Extension Company respectively were dissolved:

Substitution of Company's mortgages, &c.

And whereas it is expedient that the Company should be empowered to issue mortgages, debentures, or debenture stock in their own name and undertaking in exchange for or in lieu of or instead of the renewal of the mortgages or bonds of the following companies or any of them, (that is to say,) the Brynmawr Company, the Cannock Company, the Saint Helen's Company, the Stockport Company, the Bedford Company, the Whitehaven Company, the Cockermouth Company, the Merthyr Company, the Knighton Company, the Central Wales Company, and the Central Wales Extension Company:

Joint bye-laws.

And whereas it is expedient that the Company and the Great Western Company jointly, and the Company and the Llanelly Company jointly, should be empowered to make byelaws with respect to the conduct of traffic over the railways belonging to or worked by each two of the said companies:

Confirmation of agreements.

And whereas it is expedient that the heads of agreement between the Company and the London, Brighton, and South Coast Railway Company (herein-after called the Brighton Company) which are set forth in Schedule A. to this Act should be confirmed:

And whereas it is expedient that the agreement between the Company and the Mold and Denbigh Junction Railway Company (herein-after called the Mold Company) which is set forth in Schedule B. to this Act should be confirmed:

North Union joint committee.

And whereas by the local and personal Act 9 & 10 Vict. c. 231. the management of the North Union Railway, of which the Company and the Lancashire and Yorkshire Railway Company (herein-after called the Lancashire Company) are joint owners, is vested in a joint committee consisting of persons appointed by each of those two companies, and acting under the provisions of that Act, and it is expedient that provision should be made for the settlement of differences arising in the said joint committee:

Consolidation of shares or stocks.

And whereas it is desirable that the number of separate classes and denominations of preference shares or stocks of the Company should be reduced by the conversion and consolidation of the stocks in this Act mentioned, but without prejudice to the amount of the preferential dividend and other rights of the holders of those shares or stocks:

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Regulation of capital.

Amendment of Acts.

And whereas it is expedient that the powers of the Company to raise money by the creation of shares or stock and by borrowing should be regulated and defined:

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

And whereas the several purposes aforesaid cannot be effected without the authority of Parliament:

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

Short title.

1. This Act may be cited for all purposes as The London and North-western Railway (New Works and Additional Powers) Act, 1869.

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

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

The Lands Clauses Consolidation Act, 1845:

The Lands Clauses Consolidation Acts Amendment Act, 1860:

The Railways Clauses Consolidation Act, 1845:

Part I. (relating to the construction of a railway), 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:

The expression "the Company" means the London and North-western Railway Company;

The expression "the Llanelly Company" means the Llanelly Railway and Dock Company;

The expression "the Carnarvon Company" means the Carnarvon and Llanberis Railway Company;

The expression "the Great Western Company" means the Great Western Railway Company;

The expression "the Brynmawr Company" means the Brynmawr and Blaenavon Railway Company;

The expression "the Cannock Company" means the Cannock Mineral Railway Company;

The expression "the Saint Helen's Company" means the Saint Helen's Canal and Railway Company;

The expression "the Stockport Company" means the Stockport, Disley, and Whaley Bridge Railway Company;

The expression "the Bedford Company" means the Bedford and Cambridge Railway Company;

The expression "the Whitehaven Company" means the Whitehaven Junction Railway Company;

The expression "the Cockermouth Company" means the Cockermouth and Workington Railway Company;

The expression "the Merthyr Company" means the Merthyr, Tredegar, and Abergavenny Railway Company;

The expression "the Rhymney Company" means the Rhymney Railway Company;

The expression "the Brighton Company" means the London, Brighton, and South Coast Railway Company;

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

The expression "the Lancashire Company" means the Lancashire and Yorkshire Railway Company;

And 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 common simple contract debt, and not a debt or demand created by statute.

Power to make railways according to deposited plans.

4. Subject to the provisions of this Act, the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways herein-after described, with all proper stations, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes:

The railways herein-before referred to and authorized by this Act are,—

1. The Little Hulton Extension (three miles two furlongs and three chains or thereabouts in length), extending from the railway authorized by and fifthly described in the Company's Additional Powers, England, Act, 1865 (herein-after called the Eccles and Hulton Line), at Little Hulton, to the Company's

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passenger station at Bolton, and situate in the county of Lancaster:

2. The Kenyon Line Junction (six chains and seventy-five links or thereabouts in length), connecting the Little Hulton Extension Railway with the Company's Bolton and Kenyon Railway, and situate in the county of Lancaster:

3. The Little Hulton Mineral Branch (one mile one furlong and one chain or thereabouts in length), extending from the Little Hulton Extension Railway to and into a field in the township of Middle Hulton called "New Field," as shown on the deposited plans and sections, and situate in the county of Lancaster:

4. The Frodsham Branch (one mile five furlongs three chains and forty-three links or thereabouts in length), connecting the Company's Aston, Runcorn, and Ditton Branch Railway with the Birkenhead Railway, and situate in the county of Chester:

5. The junction at Derby (seven furlongs nine chains and twenty links or thereabouts in length), from the Birmingham and Derby Line of the Midland Railway near Derby to and into the town of Derby, and situate in the county of Derby:

6. The Nuneaton Curve (four furlongs three chains and thirty-three links or thereabouts in length), connecting the Coventry and Nuneaton Railway of the Company near Nuneaton with the South Leicestershire Railway of the Company, and situate in the county of Warwick:

And with respect to tolls, rates, and charges, and for all other purposes whatever, the railways by this Act authorized shall be part of the Company's undertaking.

As to Little Hulton Extension Railway crossing Clegg's Lane.

5. In carrying the Little Hulton Extension Railway across and under Clegg's Lane (portion of the turnpike trust there) the Company shall preserve the present width and level thereof, and shall construct the bridge under that lane with close parapets of the height of not less than six feet six inches nor more than seven feet on both sides thereof.

As to works affecting the Corporation of Bolton.

6. In constructing the Little Hulton Extension by this Act authorized, and in respect of the existing works of the Company in Bolton, the following provisions, regulations, and restrictions shall apply and be in force; (that is to say,)

1. The present width of all streets (excepting Fletcher Street) within the borough of Bolton to be crossed by the said railway shall be maintained:

2. Crook Street shall not be lowered more than four feet six inches, and for the protection of passengers with horses along that street the bridge to be constructed over the same shall be provided with screens six feet high:

3. The Company shall at their own expense raise, re-form, and plant the Heywood recreation ground (under which the railway is to pass) to the reasonable satisfaction of the corporation, but they and the Company may agree for the payment by the Company to the corporation of a sum of money in consideration of the corporation doing all or any of the work in connexion with the restoration of the said recreation ground:

4. The Company shall carry Rothwell Street by a foot bridge six feet wide, inside measurement, over the existing line, and where the new line crosses the said street the Company shall at their own expense construct and maintain a bridge adapted for the passage of carts and carriages and of foot passengers, but the approaches to the said bridge shall be made by and at the expense of the corporation, the Company nevertheless contributing two hundred and fifty pounds towards such expense; and the Company shall afford all reasonable facilities to the corporation making a new road of the width of twelve yards along the south side of and by a road bridge over the existing line, if and when the corporation shall desire, and have power to make such road for the purpose of connecting Rothwell Street with Shaw Street, or with any point between those streets north of the said existing line:

5. The present level of the bridge carrying Fletcher Street over the existing railway shall be lowered by the Company to the greatest extent compatible with the level of the rails, as shown upon the deposited sections, and the said bridge shall be altered by the Company so as to be not less than forty feet wide between the parapet walls, but the corporation shall at their own expense make all such alterations in the approaches to the bridge as may be rendered necessary by the lowering of the level and widening of the said bridge:

6. All works by this Act authorized affecting the Bolton Moor reservoir shall be constructed by the corporation at the expense of the Company, but to the reasonable satisfaction of their engineer:

7. The Company shall with all due diligence proceed with the construction of the several works in Bolton which they are

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by this Act authorized and required to construct and which they have agreed with the corporation to construct:

8. All such works shall be proceeded with, executed, and completed to the reasonable satisfaction of the engineer for the time being of the said corporation, and in case of any difference arising between the corporation and the Company under or with reference to this enactment, the same shall at the cost of the Company be settled by an engineer to be from time to time appointed, on the application of either party, by the Board of Trade:

9. The expenses incurred or to be incurred by the corporation under this enactment, or in consequence of or relating to this Act, may be paid by them out of their "sewering, paving, and improvement account."

Saving rights of W. F. Hulton.

7. Anything in this Act contained shall not extend to prejudice, diminish, alter, or take away any of the rights, privileges, or powers of William Ford Hulton, or any person or persons claiming under or through him or any of his ancestors, in relation to all or any part of the railways and works of the Company not hereby expressly authorized to be varied, altered, or discontinued, and he and they shall and may have and exercise over the Eccles and Hulton, the Kenyon Line Junction, and the Little Hulton Mineral Branch Railways all and every such rights, powers, and privileges as before the passing of this Act he and they had or were entitled to over and in relation to the railways hereby authorized to be varied or discontinued.

Tolls payable to the Birkenhead joint committee for traffic to or from the Frodsham Branch.

8. The Company shall pay to the joint committee of the Birkenhead Railway for or in respect of all traffic conveyed on or over that railway or any part thereof to, from, or over the Frodsham Branch the following tolls, rates, or charges; (that is to say,)

On all passenger traffic destined to or from Liverpool and Chester, tolls, rates, or charges as for thirteen miles;

On all goods traffic destined to or from Liverpool and Chester, tolls, rates, or charges as for fourteen miles;

And on all other traffic, whether passenger or goods, the full toll, as if such traffic had been carried over the Birkenhead Railway to or from Walton Junction on that railway, except traffic between places on the Birkenhead Line between Dunham and the Frodsham Junction, and on the North-western direct line between Frodsham and Edgehill, including Widnes, on which traffic toll shall be paid according to the actual mileage.

Confirming agreement with Midland Railway Company as to junction at Derby.

9. The heads of agreement between the Company of the one part, and the Midland Railway Company of the other part, which are set forth in Schedule C. to this Act are hereby confirmed and made binding on the parties thereto, and the powers of this Act with respect to the construction of the junction at Derby and the acquisition of lands for the same shall as between the Company and the Midland Railway Company be exercised only subject to and in accordance with the provisions of those heads of agreement.

Period for completion of railways.

10. The railways by this Act authorized and herein-before described shall be completed within five years from the passing of this Act.

Imposing penalty unless railways be opened.

11. If the Company fail within the period limited by this Act to complete the railways by this Act authorized to be made, and herein-before described, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railways are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of those railways, and the said penalty may be applied for by any landowner or other person claiming to be compensated, in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act seventeen and eighteen Victoria, chapter thirty-one, known as the Railway and Canal Traffic Act, 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act seventeen and eighteen Victoria, chapter thirty-one, to an account to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England, in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railways by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

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

12. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said railways or any portion thereof, or who may

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completion of railways.

have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company by this Act of taking property for the purposes of those railways, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company.

On expiration of time limited for completion of railways powers to cease.

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

Land for extraordinary purposes.

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

As to use by Midland Railway Company of Nuneaton Curve.

15. The powers conferred on the Midland Railway Company by the Nuneaton and Hinckley Railway Extension Act, 1860, with respect to the use of the railway of the London and North-western Railway Company between Nuneaton and Coventry, shall extend and apply to the "Nuneaton Curve" hereby authorized as fully and effectually as though the said Nuneaton Curve had been mentioned and included in the said Act.

Power to make new roads, &c.

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

They may make a new road, commencing in the township of Ditton in the parish of Prescot in the county of Lancaster, from and out of the public carriage road or highway crossing the railway of the Company at the Ditton station, and leading from Hale to

Broadheath and Appleton, at a point thereon one hundred and forty yards or thereabouts north-east of the said crossing, to and terminating in the township of Halewood in the parish of Childwall in the same county, at another point on the said public carriage road or highway one hundred and ninety yards or thereabouts south-west of the said crossing; and they may, when and so soon as the said new road is completed and opened to the public, stop up and discontinue as a public carriage road or highway, and appropriate to the purposes of their undertaking, so much of the said public carriage road or highway as extends for a distance of thirty-four yards or thereabouts north-east and thirty-four yards or thereabouts south-west of the said crossing;

and they may acquire by compulsion or agreement and hold certain lands in the said townships of Ditton and Halewood, lying partly on the north and partly on the south sides of and adjoining the railway of the Company at the Ditton station:

They may make a new road in the township of Rainhill in the parish of Prescot in the county of Lancaster, commencing from and out of the public highway which now crosses their Liverpool and Manchester Railway at the Rainhill station on the level, at a point thereon one hundred and forty-five yards or thereabouts north of the said level crossing, and terminating by a junction with the turnpike road from Prescot to Warrington at a point thereon forty-four yards or thereabouts west of the bridge by which that road is carried over the said railway; and they may, when and so soon as the last-mentioned new road is completed and opened to the public, stop up and discontinue, and appropriate to the purposes of their undertaking, so much of the said public highway as lies within or is bounded by their property; and they may provide a foot bridge at the present level crossing; and they may acquire by compulsion or agreement and hold certain lands, houses, and buildings in the same township and parish adjoining or near to and on the north side of the said railway at the Rainhill station:

They may make a new road in the townships of Gorton and Newton in the parish of Manchester in the county of Lancaster, commencing by a junction with Kirkmanshulme Lane ninety-six yards or thereabouts south-west of the point where the said lane passes under their railway at Longsight station, and terminating two hundred yards or thereabouts north-west of the said junction with Kirkmanshulme Lane and near the north-east corner of Lime Grove:

They may make a new road, commencing in the extra-parochial place of Thorpe Lubenham in the county of Northampton from

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and out of the public highway which leads from the village of Lubenham to and into the public road leading from East Farndon to Market Harborough at a point on that highway seventy-seven yards or thereabouts south of the bridge by which their Rugby and Stamford Railway is carried over that highway, and terminating in the parish of Lubenham in the county of Leicester by two junctions with that highway at points each of them distant fifty-two yards or thereabouts north of the same bridge; and they may divert for a distance of one hundred yards or thereabouts in a southerly direction from the said bridge the course or direction of an occupation road which passes under the same bridge, and may deviate for a distance of twenty yards or thereabouts, measured from the centre line of the said railway, on each side of the said bridge, the course or direction of the footpath which passes under that bridge:

They may make a new road (herein-after referred to as the new turnpike road) in the township and parish of Nuneaton in the county of Warwick not less than thirty-five feet in width, and with gradients not steeper than one in twenty-six, commencing from and out of the Hinckley and Coventry turnpike road at or near the point thereon where that road is crossed by the Midland Railway, thence passing over the Trent Valley Railway by means of a bridge, and terminating in Bond Street, Nuneaton, at or near a point thereon opposite to the public house known as the "Old Princes Feathers;" and may alter the levels of so much of Bond Street as extends for a distance of twenty yards or thereabouts on each side of the point of termination last described; and may alter the line and levels of so much of Back Lane in the town of Nuneaton as extends from a point thereon distant eighty yards or thereabouts from its junction with Bond Street to a point thereon distant one hundred and twelve yards or thereabouts from the same junction; and may alter the line and levels of so much of Regent Street in the town of Nuneaton as extends from a point thereon distant one hundred and twenty yards or thereabouts from its junction with Bond Street to a point thereon distant one hundred and seventy yards or thereabouts from the same junction:

And they may make another new road in the said township and parish of Nuneaton not less than twenty-five feet in width, and with gradients not steeper than one in twenty, commencing from and out of the Hinckley and Coventry turnpike road at a point thereon nearly opposite to the junction of Weddington Lane with that turnpike road, thence to and so as to form a junction

with the new turnpike road, and thence to and terminating in Wheat Lane at a point thereon one hundred and ten yards or thereabouts east of the level crossing of that road by their Trent Valley Railway:

And they may, when but not until the new turnpike road and the said other new road in the township of Nuneaton are completed and opened for public traffic, stop up and discontinue as a public carriage road or highway, and appropriate to the purposes of their undertaking, so much of the said Hinckley and Coventry turnpike road as lies between the carriage entrance therefrom to their station at Nuneaton and the junction therewith of Weddington Lane, and also so much of Wheat Lane as is now crossed on the level by their railway:

And they may acquire by compulsion or agreement and hold certain lands in the said township and parish of Nuneaton adjoining or near the said new roads; provided that they shall not acquire or hold any portion of the Hinckley and Coventry turnpike road or of Wheat Lane excepting the portions thereof which they are herein-before authorized to appropriate.

Power to deviate.

17. In constructing the new roads herein-before authorized, the Company, subject to the provisions herein-before contained with respect to the width and gradients of the new turnpike road and the said other new road in the township of Nuneaton, may deviate to the extent of the limits of deviation shown on the deposited plans, and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet.

Provision for repair of new roads, &c.

18. The new turnpike road and the said other new road in the township of Nuneaton, when the same shall have been completed, shall be held to be the road, bridge, and approaches which the Company are by section 53 of "The London and North-western Railway (Additional Powers) Act, 1868," required to construct, and the new turnpike road shall thereafter form part of the Hinckley and Coventry turnpike road, and shall be subject to the provisions of an Act passed in the sixth year of the reign of King George the Fourth, intituled "An Act for repairing the road from Hinckley in the county of "Leicester to Nuneaton in the county of Warwick, and from thence to "Bishop's Gate in the city of Coventry," and shall be repaired and maintained by the trustees acting under the powers of that Act; and the other new roads herein-before authorized to be made by the Company, when made and completed, shall respectively from time to time be repaired and maintained by and at the expense of the same parties, and in the same manner as other roads within the townships or parishes respectively in which such new roads will be situate are

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from time to time liable to be repaired or maintained: Provided always, that if any question shall arise between the Company and the said trustees, or any of the aforesaid parties, as to the due completion of such new roads, every 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 roads respectively shall be conclusive evidence of the fact so certified.

For affording access from Weddington Lane to Nuneaton station.

19. The Company shall within eighteen months after the passing of this Act make an approach road for passenger traffic from Weddington Lane to the eastern side of their east platform of the Nuneaton station at a point contiguous to the passage (now existing) under the railway near the northern end of the platforms.

Company may make approach roads and other works.

20. Subject to the provisions of this Act, the Company may make and execute the several works, with all proper conveniences connected therewith, and may exercise the powers herein-after mentioned and described, and may enter upon, take, and use such of the lands delineated upon the deposited plans and described in the deposited books of reference as may be required for those purposes; (that is to say,)

They may make and maintain an approach road situate wholly in the township of Litchurch in the parish of Saint Peter, Derby, in the county of Derby, commencing from and out of the turnpike road leading from Derby, to Swarkestone at a point thereon one hundred and thirty yards or thereabouts west of the bridge which carries that turnpike road over the Birmingham and Derby Line of the Midland Railway, and terminating at the north end of a field or plantation belonging to them situate on the western side of and adjoining the Midland Railway, and near to the Victoria Ironworks:

They may make and maintain in the parish of Saint Pancras in the county of Middlesex an approach road to their Euston station, commencing from and out of the Euston Road at a point thereon nearly equidistant from the eastern and western ends of Euston Square, thence proceeding in a direct line to and terminating at the principal entrance to the Euston station in Drummond Street, and may remove the gates, bars, or railings now erected and standing on or across the site of the approach road: Provided always, that the Company shall not, in exercising the powers of this Act with respect to the last-mentioned approach road, alter or in any way interfere

with the cellars under the foot pavements on each side of Euston Grove: A.D. 1869.

They may stop up and discontinue and extinguish all rights of way over so much of the public bridle road in the parish of Lubenham in the county of Leicester, and the parish of East Farndon in the county of Northampton, leading out of the Lutterworth and Market Harborough turnpike road to and into a public highway to the village of Lubenham, as extends for a distance of five hundred and seventy yards or thereabouts from the said turnpike road, and may appropriate to the purposes of their undertaking so much of the said bridle road as is crossed on the level by their Rugby and Stamford Railway; and in lieu of the portion of the said bridle road so to be stopped up may provide another bridle road in the parish of East Farndon in the county of Northampton, extending from the said existing bridle road to and into the public road leading from East Farndon to Market Harborough:

They may stop up and discontinue and extinguish all rights of way over so much of the occupation road in the parish of Lubenham in the county of Leicester lying on the southern side of their Rugby and Stamford Railway, and adjoining to and on the western side of the turnpike road leading from Husbands Bosworth to Market Harborough, as passes over or through certain lands belonging to and now being applied by them to the purposes of a station, and may substitute another occupation road in lieu of the portion of road so stopped up and discontinued:

They may stop up and discontinue and extinguish all rights of way over so much of the footpath which now crosses on the level their Buckinghamshire Railway in the township of Bicester Market End in the parish of Bicester in the county of Oxford, near the Bicester station, as lies between the east side of the said railway and the turnpike road leading from Bicester to Aylesbury, and may appropriate to the purposes of their undertaking so much of the said footpath as lies between the eastern and western boundaries of their property there; and in lieu of the portion of footpath so stopped up they may provide another footpath in the same township and parish, commencing from and out of the said footpath at a point thereon immediately eastward of the said level crossing to and terminating by a junction with the said turnpike road immediately eastward of the crossing of that turnpike road by the said railway:

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Provided always, that it shall not be lawful for the Company to stop up the aforesaid portions of public bridle road, occupation road, and footpath respectively until they have completed and opened for use the new bridle road, occupation road, and footpath respectively by this present enactment authorized.

Company may acquire additional lands for general purposes.

21. Subject to the provisions of this Act, the Company in addition to the other lands which they are by this Act authorized to acquire may from time to time enter upon, take, use, and appropriate to the purposes of their undertaking all or any of the lands following delineated on the deposited plans and described in the deposited books of reference relating thereto respectively, and may exercise the powers herein-after mentioned in connexion therewith; (that is to say,)

Certain lands, houses, and buildings in the parish of Saint Thomas in the county of the city of Dublin, lying between Wapping Street, Sheriff Street, property belonging to the Midland Great Western Railway (of Ireland) Company, and Mayor Street, and between Mayor Street and the North Wall; and they may stop up and discontinue and appropriate to the purposes of their undertaking so much of Mayor Street as lies between the railway of the Midland Great Western Railway (of Ireland) Company and Wapping Street: Provided always, that, notwithstanding anything in this Act, the Company shall not under the authority of this Act enter upon, take, or use any portion of the property numbered on the deposited plans 17 in the parish of Saint Thomas without the previous consent of Sir Arthur Edward Guinness, Baronet, and Edward Cecil Guinness, or other the owners or owner for the time being of that property:

Certain lands in the parish of Conway in the county of Carnarvon, situate two hundred and sixty yards or thereabouts south of a point on the turnpike road from Conway to Bangor, one hundred and sixty yards or thereabouts east of the junction with that road of the public highway leading to Conway Mountain:

Certain lands and buildings in the township and parish of Wigan in the county of Lancaster, lying on the south side of and adjoining their railway, and extending from Chapel Lane, Wigan, to the Leeds and Liverpool Canal:

Certain lands in the townships of Barnacre-with-Bonds and Catteral in the parish of Garstang in the county of Lancaster, lying partly on the west and partly on the east sides of and

adjoining the Lancaster and Preston Junction Railway, and between the Garstang passenger station and the river Calder:

Certain lands in the township of Litchurch in the parish of Saint Peter, Derby, in the county of Derby, lying on the western side of and adjoining the Midland Railway, and near to the Victoria Ironworks; and they may stop up and discontinue and extinguish all rights of way over so much and such parts of two footpaths in the said township of Litchurch as cross the above-mentioned lands, when and so soon as they have provided, and they are hereby authorized to provide, in lieu of the portions of footpaths so to be stopped up, another footpath in the same township along the approach road herein-before authorized to be made in the parish of Saint Peter, Derby, and thence along the western and southern boundary of the said lands to the existing footpath near the south-eastern extremity of those lands:

Certain lands in the township of Newton in the parish of Stokesay in the county of Salop, lying on the west side of and adjoining or near to the Shrewsbury and Hereford Railway at the Craven Arms station:

Certain lands, houses, and buildings in the parishes of Saint John, Hampstead, and Saint Pancras, in the county of Middlesex, lying on the northern side of and adjoining the Company's railway at Chalk Farm Bridge, and extending from a point one hundred and six yards or thereabouts west of Regent's Park Road to the Company's premises east of that road; and they may construct additional arches or openings under the Regent's Park Road and Bridge Road in the said parish of Saint John, Hampstead, to the extent and in the manner shown on the deposited plans and sections:

Certain lands and buildings in the parish of Saint Pancras in the county of Middlesex, lying on the northern side of that part of the Company's railway which crosses Ampthill Square, and extending from the north-western side of the gardens of Ampthill Square across Ampthill Square and Bedford Street to the buildings of the Company which abut upon the south-western side of that street; and they may construct additional arches or openings under Ampthill Square and Bedford Street in the said parish to the extent and in the manner shown on the deposited plans and sections:

Certain other lands and buildings in the same parish, lying on the western side of Seymour Street; and they may stop up and discontinue Duke Street, and appropriate to the purposes of their undertaking the site thereof:

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And the Company may, subject to and in accordance with the provisions of the agreement contained in Schedule (D.) to this Act, (which agreement is hereby confirmed and made binding on the parties thereto respectively,) 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 Company's Additional Powers Act, 1868, they were empowered to take on lease from the trustees of Hulme's (Bolton) Lectureship Charity Estate, 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 those trustees.

As to roadway in parish of Wigan.

22. If the Company shall acquire the property numbered on the deposited plans 26 and 27 in the parish of Wigan, or any part thereof, they shall in no way obstruct the roadway numbered on the deposited plans 27 in the same parish, but such roadway shall at all times be kept of the clear width of sixteen feet, and of not less than twelve feet in height in the clear, for the entire distance of the land so acquired, to the reasonable satisfaction of the local board of health for the borough of Wigan; and if the Company shall desire to arch over or cover in any portion of the said roadway it shall be lawful for them to do so, provided that the distance arched over or covered in does not exceed five sixths of the said entire distance, and that three openings are left in the said distance of such dimensions and at such points as shall be approved in writing by the local board (the aggregate of such openings not being more than one sixth of such distance), and the several parts so arched over or covered in shall be made and for ever after maintained by the Company drop dry, and be lighted with gas in such manner as the local board shall deem fit, and the Company shall repay to the local board all expenses from time to time incurred in providing not more than three lamp-posts, lamps, and fittings, and for the gas consumed by such lamps.

For protection of Leeds and Liverpool Canal.

23. And whereas the lands in the township and parish of Wigan in this Act mentioned include land and a canal feeder respectively numbered on the deposited plans 24 and 25 in that parish which belong to the Company of Proprietors of the Canal Navigation from Leeds to Liverpool (in this Act called the Leeds and Liverpool Canal Company), and the Douglas River, numbered on those plans 23 in that parish, from both of which sources they derive a supply of water, and it is expedient to provide for the protection thereof: Therefore the Company shall not without in each instance the previous consent in writing of the Leeds and Liverpool Canal Company—

A. Purchase or take the said feeder, or any part thereof; provided that they may purchase and take, and the Leeds and Liverpool Canal Company may and shall sell and grant accordingly, easements or rights over the same, but subject to the following provisions:

B. Do or omit any act so as to diminish or interfere with the waterway of the said feeder, or the level or flow of the water therein or in the said river; and any embankment or other works which the Company construct over the said feeder shall be carried over it by means of an arch of not less than seven feet in height and seven feet in width.

Saving rights of Leeds and Liverpool Canal Company.

24. Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the rights, privileges, property, powers, or authorities of the Leeds and Liverpool Canal Company.

Confirming agreement with the Earl of Craven in Schedule (E.)

25. The heads of agreement between the Right Honourable George Grimston, Earl of Craven, and the Company, a copy of which is set forth in Schedule (E.) to this Act, are hereby confirmed and made binding upon, and shall accordingly be carried into effect by, the said Earl of Craven, his heirs, executors, administrators, and assigns, and the Company.

For protection of St. Pancras vestry.

26. Provided always, that the powers by this Act conferred upon the Company for the purchase of lands and buildings and the construction of works, and incidental thereto, within the parish of Saint Pancras, shall be subject to and exercised only in accordance with the following provisions, conditions, and restrictions:

(1.) The alterations in Bedford Street shall be so made as not to involve a steeper inclination than one in thirty:

(2.) The stopping up of Duke Street shall not take place until the Company have acquired all the houses on each side of the said street:

(3.) The paving stones in the said street and the foot pavement and gully grates on each side of the street shall remain the property of the vestry of the parish of Saint Pancras, and be handed over free of charge to them:

(4.) The approach road between Euston Road and Euston Square shall have a foot pavement on each side thereof of not less than fifteen feet in width, and the carriageway shall be of not less than fifty-five feet in width:

(5.) A tunnel shall be constructed under the before-mentioned portion of the approach road so as to connect the enclosure or gardens through which the said portion of road will be

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made; the tunnel to be properly paved and drained, and to be not less than twelve feet in width and ten feet in height:

(6.) The Company shall erect gates at the entrance to the approach road in or from Euston Road and at the entrance thereto in or from Drummond Street, and shall keep the same closed between the hours of twelve o'clock at night and six o'clock in the morning:

(7.) The Company shall erect at the entrance gate to the approach road in Euston Road a lamp column, with flank paving and guard posts round, so as to form a refuge or resting place for foot passengers, and the Company shall set up and defray the cost of lighting such other public lamps, not exceeding two, on each side of that portion of the approach road which is to be made through the enclosed gardens on the north side of Euston Square as may be required by the said vestry:

(8.) The said vestry may construct so much of the said approach road as will be situate between Euston Street and the Euston Road, but such work shall be done by the said vestry to the satisfaction of the Company, who shall from time to time on demand pay to the said vestry the monies required by them in doing the said work, and also all expenses to be thereafter incurred by the vestry in maintaining the said road for one year after the said road shall have been opened to the public.

Works in St. Pancras to be done under the superintendence of chief surveyor.

27. All works and powers by this Act conferred upon the Company involving interference with any of the streets or thoroughfares of Saint Pancras shall be carried into execution under the superintendence and to the reasonable satisfaction of the chief surveyor of the said parish, and so as not to interfere with the traffic of any such street or thoroughfare, and the costs incurred by the vestry in respect of such superintendence shall be paid on demand by the Company.

Company disturbing pavements to reinstate them, and guard with lights to prevent accidents.

28. If the Company shall take up any part of the pavement or otherwise disturb the surface of any street within the parish of Saint Pancras, or under the control of the vestry of that parish, for any of the purposes of this Act, not being a street to be stopped up under the powers of this Act, and shall not with due diligence cause the ground to be filled in and the pavement to be reinstated and the surface to be made good in a proper and substantial manner, and shall not in the meantime fence and guard the same, and affix and

maintain lights during the night near to the places where any ground shall be open, so as to prevent any accidents, the Company shall for every such offence forfeit and pay to the vestry a sum not exceeding five pounds, and the vestry of Saint Pancras may fill in such ground and remove such rubbish, and repair and make good the pavement of any such street so broken up, and properly fence or guard any such excavation, and place and maintain lights during the night to prevent accidents, as to them shall seem necessary, and the costs and charges thereof shall be paid by the Company on demand to the said vestry, and in default of payment thereof shall be recovered from the Company as any penalty is recoverable under "The Companies Clauses Consolidation Act, 1845:" Provided always, that such pavement shall not be considered to have been reinstated in a proper and substantial manner by the Company unless the same shall have been reinstated with the same or similar materials of the like quality and thickness, and cemented and bound together in the same or in an equally substantial manner, as those of which it was composed, and in such manner as shall be satisfactory to the said vestry or the said chief surveyor.

As to settlement of differences with St. Pancras.

29. Any difference which may arise under the provisions in this Act contained between the Company and the said vestry, or between the Company and the chief surveyor of the said vestry, shall from time to time be referred to and determined by an engineer to be agreed upon between the said chief surveyor and the Company, or failing any 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, who shall determine by whom the costs of such reference shall be paid.

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

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

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As to construction of approach road to Euston station.

31. The approach road to the Euston station of the Company shall be constructed subject to and only in accordance with the following provisions, conditions, and restrictions:

1. The road where the same passes through the northern garden or enclosure of Euston Square shall not in any part thereof be of greater width, inclusive of foot pavements, than eighty-five feet, measured between the iron railings dividing the road from the enclosure of the square:
2. The Company shall at their own expense erect and properly prime and paint an iron railing round those portions of the said garden or enclosure which are severed by the road, with six gates therein, and shall also, when and so soon as the railing is completed, provide forty keys fitting the said gates, with four extra pass keys to double lock the same; and the pattern of the iron railing and the position of the six gates shall be subject to the reasonable approval of the garden committee of the northern side of Euston Square, to be signified in writing under the hand of the treasurer for the time being of the said committee:
3. If and whenever the Company erect lodges at the junction of the road with the Euston Road, they shall, if required so to do by the said committee, build a room in or attached to one of the lodges so erected to and for the sole and exclusive use of the said committee, for purposes connected with the use and enjoyment of the said garden or enclosure: Provided always, that before such lodges are built the designs for the same shall be submitted by the Company for the reasonable approval of the said committee, to be signified as before provided:
4. The tunnel under the road to be constructed as herein-before provided for the purpose of connecting the severed portions of the said garden or enclosure may be approached either by suitable and proportionate inclines or by stone steps, such steps being not less than twelve inches wide in the tread and seven inches high in the rise:
5. During the progress of the formation of the road, so far as the same intersects or affects the said garden or enclosure, and until the iron railing before provided for is completed, the Company shall erect and maintain such a temporary fence as will form a reasonable and proper substitute for such iron railing until the same is completed.

For protection of

32. The Company shall make to the owners and occupiers of and all other persons interested in any houses on the northern side of

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owners, &c. of houses on northern side of Euston Square and in Euston Grove.

Euston Square and in Euston Grove respectively full compensation for all damage (if any) sustained by such owners, occupiers, and other parties, directly or indirectly, by reason of the construction, opening, and use of the said road and approaches from the Euston Road to the Euston Station, or of the removal of the present gates, bars, and railings, if such owners or occupiers have a right to have such gates, bars, and railings maintained, and the amount of such compensation shall be ascertained and determined in case of difference by arbitration, under the provisions of "The Lands Clauses Consolidation Act, 1845," in that behalf; and all the provisions of the said Act shall be applicable to determining the amount of any such compensation and to enforcing the payment or other satisfaction thereof; provided that the arbitrator in determining the amount of damage shall in each case take into his consideration any benefit to the claimant arising from the provisions of this Act with reference to the railings, lodges, lighting, tunnel, and other works agreed to be executed by the Company, and that if in his opinion any claim made shall be frivolous or vexatious he may deal with the costs of such arbitration as he may think fit.

Certain roads in the parish of St. John, Hampstead, not to be broken up without notice.

33. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company shall not break up or interfere with the surface of the Regent's Park Road or the Bridge Road in the parish of Saint John, Hampstead, unless fourteen days previous notice in writing shall have been given to the surveyor to the vestry of the said parish by leaving the same at the vestry office of the said parish; and any works affecting either of the said roads shall be so carried on as not to prevent carriage traffic passing over the said roads, and no part of either of the said roads shall be broken up or opened except under the superintendence of the said surveyor: Provided always, that if the said surveyor fail to attend after having had such notice as aforesaid from the Company, or shall refuse or neglect to superintend the operation, the Company may perform the works specified in such notice without the superintendence of the said surveyor.

Company not to delay completion of works in the parish of St. John, Hampstead.

34. When and so often as the Company shall under the powers herein contained break up or disturb or cause to be broken up or disturbed any part of either of the said roads, the Company shall with all due despatch make good, repair, and restore the said roads to the satisfaction of the said surveyor, and the said vestry or their surveyor may at all times during the construction or repair of the said works or any part or parts thereof have access to such works, and every expense occasioned thereby or incidental thereto, including the costs of any such superintendence, shall be paid by the Company,

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on demand, to the said vestry; and the Company shall also defray the expense incurred by the said vestry in maintaining and keeping in repair the portions of the said roads so broken up or disturbed for one year next after the same shall have been so restored as aforesaid.

Vestry may do works which Company neglect to construct in Hampstead parish.

35. If the Company shall not with due diligence complete any work which they are by this Act authorized to construct in the parish of Saint John, Hampstead, as required by this Act, the vestry of the said parish may cause the work to be executed, and the expense thereof shall be paid by the Company, on demand, to the said vestry, and in default of payment thereof shall be recovered from the Company as any penalty is recoverable under the Companies Clauses Consolidation Act, 1845.

As to settlement of differences with vestry of St. John, Hampstead.

36. Any difference which may arise under the provisions in this Act contained between the Company and the said vestry, or between the Company and the surveyor of the said vestry, shall from time to time be referred to and determined by an engineer to be agreed upon between the said surveyor and the Company, or, failing any 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, who shall determine by whom the costs of such reference shall be paid.

Local rates to be made good in the parish of St. John, Hampstead.

37. 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 parochial or other general or special rate, and until any works to be constructed under the authority of this Act in the parish of Saint John, Hampstead, are so far completed as to be assessed or liable to be assessed to an amount equal to or greater than the aggregate amount of the gross rateable value of the same lands, houses, buildings, and property, the Company shall be liable to make good the deficiency in the assessment for such rates by reason of such lands, houses, buildings, or property being taken or used by them for the purposes of this Act, and the deficiency shall be computed according to the rental at which such lands, houses, buildings, and property respectively are rated in the rate made for the said parish in the month of October one thousand eight hundred and sixty-eight.

For protection of sewers of metropolitan and other boards.

38. Where any of the intended works to be done under or by virtue of this Act shall or may pass over, under, or by the side of, or so as to interfere with, any sewer, drain, watercourse, defence, or work under the jurisdiction or control of the Metropolitan Board of Works,

or of any vestry or district board constituted under "The Metropolis Local Management Act, 1855," "The Metropolis Management Amendment Act, 1862," or any Act or Acts amending the same or extending the powers thereof, or with any sewers or works to be made or executed by the said boards or vestry or either of them, or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control, the Company shall not commence such work until they shall have given to the said Metropolitan Board or to the district board or vestry, as the case may be, fourteen days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such board or vestry, as the case may be, for the time being, with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto, and until such board or vestry respectively shall have signified their approval of the same, unless such board or vestry, as the case may be, do not signify their approval, disapproval, or other directions within fourteen days after service of the said plan, sections, and particulars as aforesaid; and the Company shall comply with and conform to all orders, directions, and regulations of the said Metropolitan Board and of the respective boards or vestries in the execution of the said works, and shall provide by new, altered, or substituted works in such manner as such boards or vestries respectively may deem necessary for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the said intended works or any part thereof, and shall save harmless the said Metropolitan Board, district board, and vestry respectively against all and every the expense to be occasioned thereby; and all such works shall be done by or under the direction, superintendence, and control of the engineer or other officer or officers of the said Metropolitan Board, district board or vestry, as the case may be, at the costs, charges, and expenses in all respects of the Company; and all costs, charges, and expenses which the said Metropolitan Board or any district board or vestry may be put to by reason of the works of the Company, whether in the execution of works, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to such boards or vestry by the Company on demand; and when any new, altered, or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges, or expenses of the Company under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said Metropolitan Board, district boards, and vestry respectively, as the

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case may be, as any sewers or works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the said Metropolitan Board, district boards, and vestries, or any or either of them, or of their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed.

Provisions for protection of West Middlesex Waterworks Company.

39. And whereas in the execution of the Company's works under the authority of this Act the mains, pipes, and other works belonging to the West Middlesex Waterworks Company may be interfered with, and it is expedient that that waterworks company should have control over the execution of all works in any way affecting that Company: Therefore all works, matters, and things which the Company may be empowered or required to do or execute with reference to the mains, pipes, or other works of the waterworks company shall be done and executed by and at the cost of the Company, and to the reasonable satisfaction of the engineer for the time being of the waterworks company, and according to plans previously approved by such engineer and the engineer of the Company, or, in the event of their not agreeing, in such manner as shall be settled by arbitration, in manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration, and such works, matters, or other things shall not, except in the case of emergency, be commenced until after fourteen days previous notice thereof in writing shall have been given to the waterworks company.

Saving rights of West Middlesex Waterworks Company.

40. Except only as is by this Act otherwise expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the estates, rights, interests, powers, authorities, or privileges of the West Middlesex Waterworks Company.

As to certain plans deposited with vestry clerks.

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

several plans, sections, and other documents heretofore required to be deposited with the parish clerks are, in respect of lands in any parish comprised in the Metropolis Management Act, 1855, to be deposited with the vestry clerk of the parish if the parish be in Schedule (A.) to that Act, and with the clerk of the board of works for the district if the parish be in Schedule (B.) to such Act: Therefore, with reference to and for the purposes of this Act, in all the provisions of the Railways Clauses Consolidation Act, 1845, relating to the matters aforesaid, the expression parish clerks of the several parishes, or clerks of the several parishes, shall be read and construed as if in that Act the expression vestry clerk of the parish, if the parish be in the said Schedule (A.), and clerk of the board of works of the district, if the parish be in Schedule (B.), of the said Metropolis Management Act (as the case may be), had been used and inserted in lieu of the expression parish clerks, or clerks of the several parishes, as the case may be.

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

42. And whereas by the Railways Clauses Consolidation Act, 1845, it is provided that certificates of any omissions, mis-statements, or erroneous descriptions in certain plans and books of reference therein referred to shall be deposited with the postmasters of the post towns in or nearest to the several parishes in Ireland in which the lands affected thereby shall be situate, and it is also provided that certain plans and sections of such alterations in the original plans and sections as shall have been approved of by Parliament shall also be deposited with such postmasters and be retained and produced by them for inspection in manner therein mentioned: And whereas, in compliance with the present standing orders of both Houses of Parliament, the several plans, sections, and other documents heretofore required to be deposited with the postmasters of the post towns in Ireland are now deposited with the clerks of the unions instead of such postmasters: Therefore, with reference to and for the purposes of this Act, all the provisions of the Railways Clauses Consolidation Act, 1845, relating to the matters aforesaid, shall be read and construed as if, instead of the expression postmasters of the post towns in or nearest to such parishes in Ireland, the expression clerks of the unions within which such parishes are included in Ireland, and as if, instead of the word postmasters, the words clerks of the union, had been used and inserted in that Act throughout those provisions.

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

43. The site and soil of the portions of roads, footpaths, and places by this Act authorized to be stopped up, discontinued, and appropriated by the Company, and the fee simple and inheritance thereof, shall (except where by this Act otherwise provided), if the Company are the owners of the lands on both sides thereof, be, from

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the time of the stopping up thereof respectively, wholly and absolutely vested in the Company; and if the Company are the owners of the land on one side only thereof, the site and soil of the said portions of roads, footpaths, and places respectively between the Company's land and the centre of such road, footpath, or place, and the fee simple and inheritance thereof, shall be, from the time of the stopping up thereof respectively, absolutely vested in the Company.

Power to agree with the Crown for purchase of fee simple of lands at Holyhead.

44. The Company may accept and take a conveyance or transfer of the fee simple and inheritance of and in certain lands at Holyhead now held by the Company under lease from the Crown.

Company and Llanelly Company may make a new road in the parish of Llandingat.

45. Subject to the provisions of this Act, the Company and the Llanelly Company jointly, or either of them with the consent of the other, may make and maintain in the line and according to the levels shown on the deposited plans and sections the new road herein-after described, with all proper works and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose; that is to say,

A new road in the parish of Llandingat in the county of Carmarthen, commencing from and out of the public carriage road or highway leading from Llandovery to the ford at the river Towy near the suspension bridge, at a point on that road distant twenty-six yards or thereabouts north-west of the level crossing of that road by the Vale of Towy Railway to, and terminating in the turnpike road leading from Llandovery to Llandilo, at a point on that road distant twenty-six yards or thereabouts north-west of the level crossing thereof by the Central Wales Extension Railway of the Company; and when and so soon as they have completed and opened to the public the said new road they may stop up and discontinue as a public carriage road or highway, and appropriate to purposes connected with the Vale of Towy Railway, so much of the said public carriage road or highway as lies between the commencement of the intended new road and the south-westerly boundary of the Vale of Towy Railway there; and they may enter upon, take, and use the lands in the said parish of Llandingat adjoining and on the north-west side of the Llandovery station which are delineated upon the deposited plans and described in the deposited books of reference; and the site and soil of the portion of road so stopped up and appropriated, and the fee simple and inheritance thereof, shall vest in the Vale of Towy Railway Company as lessors, and in the Company and the Llanelly Company as lessees, of the Vale of Towy Railway.

Power to deviate in construction of new road.

46. In constructing the new road last herein-before mentioned the Company or Companies, as the case may be, executing the same may deviate to the extent of the limits of deviation shown on the deposited plans, and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet.

Provision for repair of new road.

47. The new road in the parish of Llandingat, when made and completed, shall from time to time be repaired and maintained by and at the expense of the same parties and in the same manner as the public carriage road or highway, a portion of which is by this Act authorized to be stopped up and appropriated to purposes connected with the Vale of Towy Railway, is repaired and maintained: Provided always, that if any question shall arise between the Company and the Llanelly Company, or either of them, and the surveyors of highways in the parish of Llandingat, or other persons having the charge or control of the said public carriage road or highway, as to the due completion of the new road, every 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 shall be conclusive evidence of the fact so certified.

Alteration in Carnarvon and Llanberis turnpike road to be maintained.

48. The alteration in the line and levels of the turnpike road leading from Carnarvon to Llanberis in the parish of Llanrug in the county of Carnarvon may and shall be maintained in the line and according to the levels thereof shown on the deposited plans and sections as fully and effectually to all intents and purposes as if that alteration had been made in accordance with the provisions of the Carnarvon and Llanberis Railway Act, 1864, and shall for the purposes of the maintenance and repair thereof, and for all other purposes whatever, be deemed to be a part of the said turnpike road leading from Carnarvon to Llanberis.

Power to Company and Carnarvon Company to stop up footpaths and make new one.

49. Subject to the provisions of this Act, the Company and the Carnarvon Company jointly, or either of them with the consent of the other, may stop up and discontinue and appropriate to the purposes of the Carnarvon and Llanberis Railway the two existing footpaths leading respectively from Segontium Terrace, Carnarvon, to Saint Helen's Road, or so much of each of those footpaths as intersects the property of the Carnarvon Company, and also may stop up and discontinue and appropriate as aforesaid the existing passage at Carnarvon known as Crown Alley, and they may make a new footpath from Segontium Terrace to and into Saint Helen's Road in lieu of the two footpaths so stopped up, and may enter upon,

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take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose, and the site and soil of the footpaths or portions of footpaths, and of the passage so stopped up and appropriated, and the fee simple and inheritance thereof, shall wholly and absolutely vest in the Company and the Llanberis Company jointly: Provided always, that it shall not be lawful for the two companies or either of them to stop up the said existing footpaths, or either of them, until they have completed and opened to the public the new footpaths by this present enactment authorized.

Company and Carnarvon Company may acquire additional lands.

50. Subject to the provisions of this Act, the Company and the Carnarvon Company jointly, or either of them with the consent of the other, may from time to time enter upon, take, and use for purposes connected with the Carnarvon and Llanberis Railway all or any of the lands following delineated on the deposited plans and described in the deposited books of reference relating thereto respectively; that is to say,

Certain lands, houses, and buildings in the parish of Llanberis in the county of Carnarvon, lying between the turnpike road leading from Carnarvon to Llanberis and Llyn Padarn, and near to and east of the Padarn Villa Hotel:

Certain lands in the parish of Llanrug in the county of Carnarvon adjoining and on the south-west side of the Carnarvon and Llanberis Railway, and adjoining and on the east side of the public road leading from Llanrug to Pentir.

Company and Great Western Company may acquire additional lands.

51. 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, may from time to time enter upon, take, and use for purposes connected with undertakings jointly possessed or used by them all or any of the lands following delineated on the deposited plans and described in the deposited books of reference relating thereto respectively; that is to say,

Certain lands, houses, and buildings in the chapelry or extra-parochial place of Birkenhead in the county of Chester, lying between Bridge Street, Canning Street, and Freeman Street, and between Marcus Street and Corporation Road, and between Corporation Road, Cathcart Street, and the Great Float:

Certain lands in the township of Great Boughton in the parish of Saint Oswald in the county of Chester, lying on the north and south sides of and adjoining the Chester and Crewe Railway of the Company, and near the junction of that railway with the Birkenhead Railway:

Certain lands in the parish of Saint John the Baptist in the county of the city of Chester, lying on the north side of and adjoining the said Chester and Crewe Railway and near the said junction:

Certain lands in the township of Newton in the parish of Stokesay in the county of Salop, lying on the east side of and adjoining the Shrewsbury and Hereford Railway at the Craven Arms station:

Certain lands in the parish of Hammersmith in the county of Middlesex, lying on the west side of and adjoining the West London Railway, and near the coal wharf of the two companies at Shepherd's Bush:

Provided always, that nothing in this Act contained shall authorize the Company and the Great Western Company, or either of them, to enter upon, take, or use for the purposes aforesaid any part of Taylor Street in Birkenhead.

Saving agreement of 1st December 1865.

52. Nothing in this Act contained shall prejudice or affect an agreement dated the first day of December 1865, and made between the Mersey Docks and Harbour Board of the first part, the Birkenhead Improvement Commissioners of the second part, and the Company and the Great Western Company of the third part.

Period for compulsory purchase of lands.

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

Notice to be given of taking houses of labouring classes.

54. 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.

Extension of time for purchase of lands for Whitchurch and Tattenhall Railway.

55. The powers granted to the Company by the Company's New Lines Act, 1866, for the purchase of lands for the purposes of the railway by that Act authorized and therein first described (which railway is herein-after called the Whitchurch and Tattenhall Railway), and the powers granted by the Company's New Lines Act, 1867, for the purchase of lands for the purposes of the deviations of

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that railway by that Act authorized, are hereby extended until the expiration of two years from the passing of this Act, and from and after that period those powers shall cease.

Extension of time for completion of Whitchurch and Tattenhall Railway.

56. The respective periods limited by the Company's New Lines Act, 1866, for the construction of the Whitchurch and Tattenhall Railway, and by the Company's New Lines Act, 1867, for the construction of the deviations authorized by that Act of the Whitchurch and Tattenhall Railway, are hereby extended until the expiration of three years from the passing of this Act, and section 20 of the first-mentioned Act, and section 36 of the secondly-mentioned Act, so far as those sections respectively relate to the non-completion of the Whitchurch and Tattenhall Railway, shall be and the same are hereby repealed.

Imposing penalty unless Whitchurch and Tattenhall Railway completed within extended time.

57. If the Company fail within the period limited by this Act to complete the Whitchurch and Tattenhall Railway, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the sum of two hundred and thirty-seven thousand seven hundred and sixty-nine pounds, being the estimated cost of the said railway, and the said penalty may be applied for by any landowner or other person claiming to be compensated, in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act seventeen and eighteen Victoria, chapter thirty-one, known as the Railway and Canal Traffic Act, 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act seventeen and eighteen Victoria, chapter thirty-one, to an account to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England, in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the said railway by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of

58. Every sum of money so recovered by way of penalty as last aforesaid shall be applicable, and after due notice in the London

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

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penalty in compensation to parties injured by non-completion of Whitchurch and Tattenhall Railway.

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

On expiration of time for completion of Whitchurch and Tattenhall Railway powers to cease.

60. The respective periods limited by the Company's New Lines Act, 1866, for the construction of the Mold and Tryddyn Railway, and by the Company's New Lines Act, 1867, for the construction of the deviation authorized by that Act of the Mold and Tryddyn Railway, are hereby extended until the expiration of three years from the passing of this Act, and section 20 of the first-mentioned Act, and section 36 of the secondly-mentioned Act, so far as those sections respectively relate to the non-completion of the Mold and Tryddyn Railway, shall be and the same are hereby repealed.

Extension of time for completion of Mold and Tryddyn Railway.

61. If the Company fail within the period limited by this Act to complete the Mold and Tryddyn Railway, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until that railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the sum of seventy thousand pounds, being the estimated cost of that railway, and the said penalty may be applied for by any landowner or other person claiming to be compensated, in accordance with the provisions of the

Imposing penalty unless Mold and Tryddyn Railway opened within extended time.

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next following section of this Act, and in the same manner as the penalty provided in the third section of the Act seventeen and eighteen Victoria, chapter thirty-one, known as the Railway and Canal Traffic Act, 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act seventeen and eighteen Victoria, chapter thirty-one, to an account to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England, in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the said railway by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty in compensation to parties injured by non-completion of Mold and Tryddyn Railway.

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

On expiration of time limited for completion of Mold and Tryddyn Railway powers to cease.

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

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Abandonment of portions of authorized railways and road.

64. The Company shall abandon and relinquish the construction of the under-mentioned portions of railways and new road; (that is to say,)

So much of the Eccles and Hulton line authorized by the Company's Additional Powers, England, Act, 1865, and therein fifthly described, as extends from the junction therewith of the Little Hulton Extension Railway by this Act authorized to the termination of the Eccles and Hulton line near Clegg's Lane in the township of Little Hulton:

So much of the railway at Winsford authorized by the Company's New Lines Act, 1866, and therein secondly described, as lies between the junction therewith of the railway by that Act authorized, and therein thirdly described, and the termination thereof:

The new road in the townships of Gorton and Newton in the parish of Manchester, authorized by the Company's New Works Act, 1866.

Compensation for damage to land by entry, &c. for purposes of works abandoned.

65. The abandonment by the Company under the authority of this Act of the before-mentioned portions of railways and new road shall not prejudice or affect the right of the owner or occupier of any land to receive compensation, in accordance with the provisions in that behalf of the Lands Clauses Consolidation Act, 1845, for any damage occasioned by the entry 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 work, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied 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 either of the Company's Acts referred to in the last preceding enactment.

Compensation to be made in respect of works abandoned.

66. Where before the passing of this Act any contract may have been entered into or notice given for the purchasing of any land for the purposes of or in relation to the portions of railways and new road by this Act authorized to be abandoned, or either of them, and which shall not be required for the purposes of any of the works by this Act authorized, full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by

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reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Extending time for sale of certain superfluous lands.

67. 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 in the parishes of Hammersmith and Willesden in the county of Middlesex; Watford and Hemel Hempstead in the county of Hertford; Stoke-upon-Trent, Saint Michael Lichfield, Alrewas, Eccleshall, and Seighford in the county of Stafford; Childwall, Prescot, Warrington, Saddleworth, Ashton-under-Lyne, and Prestwich-cum-Oldham in the county of Lancaster; Saint Mary, Bedford, and Saint John, Bedford, in the county of Bedford; Wem in the county of Salop; Litchurch in the county of Derby; Huddersfield in the West Riding of the county of York; Saint Martin, Birmingham, in the county of Warwick; Grappenhall and Weaverham in the county of Chester; Stourbridge in the county of Worcester; Bow Brickhill in the county of Buckingham; Holywell and Rhuddlan in the county of Flint; Abergele in the county of Denbigh; Llandrillo-yn-Rhos in the counties of Carnarvon and Denbigh; Dwygyfylchi in the county of Carnarvon; Trefdraeth, Llangeniwen, and Llanfaelog in the county of Anglesea; and Llanbeblig in the county of Carnarvon, which have not yet been applied to the purposes of the Company, or sold or disposed of by them 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.

Company may make byelaws with respect to their docks at Widnes.

68. The Company may make such byelaws as they shall think fit with respect to the regulation and management of their docks at Widnes and the traffic thereat, and those byelaws may be for all or any of the following purposes; (that is to say,)

For regulating the use of the docks;

For regulating the exercise of the several powers vested in the dock-master, or person who may be appointed to discharge the duties of dock-master;

For regulating the admission of vessels into or near the docks and their removal out of and from the same, and for the good order and government of such vessels whilst within the docks;

For regulating the shipping and unshipping, landing, warehousing, stowing, depositing, and removing of all goods within the docks and the premises of the Company;

For regulating (with the consent of the Commissioners of Her Majesty's Customs) the hours during which the gates or entrances or outlets to the docks shall be open;

For regulating the duties and conduct of all persons, as well the servants of the Company as others, not being officers of customs or excise, who shall be employed in or upon the docks and the premises of the Company;

For regulating the use of fires and lights within the docks and the premises belonging thereto, and within any vessel being within the docks;

For preventing damage or injury to any vessel or goods within the docks or on the premises of the Company;

For regulating the use of the cranes, weighing machines, weights, and measures belonging to the Company at the docks, and the duties and conduct of all weighers and meters there employed by them;

For regulating the duties and conduct of the porters and carriers employed on the premises of the Company at the docks, and fixing the rates to be paid to them for carrying any goods, articles, or things from or to the same;

And all the provisions of the Act for regulating railways, 1840, and the Railways Clauses Consolidation Act, 1845, with respect to bye-laws made by the Company under the authority of those Acts or either of them, shall apply to any byelaws made by the Company under the authority of this present enactment: Provided always, that such byelaws shall in nowise interfere with or be repugnant to the provisions of any Act or Acts relating to the collection and management of the revenue of customs now in force or hereafter to be made: Provided also, that no dock-master, or person who may be appointed to discharge the duties of dock-master, shall exercise any powers, nor shall any byelaw for regulating the admission of vessels into or near the docks and their removal out of and from the same be in force within or upon the river Mersey beyond the limits or distance of one hundred yards from the outer gates of the docks: Provided

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also, that nothing in this Act or any byelaw to be made under the authority of the same Act contained shall authorize or empower the Company or any dock-master, or person who may be appointed to discharge the duties of dock-master, to prevent, impede, or otherwise interfere with the free access or departure of any vessel to or from the pier and wharf in Widnes erected and constructed by John Hutchinson, deceased, and now belonging to the trustees acting in execution of the trusts of his will, near the entrance to the docks, or the berthing, loading, or discharging of any vessel at such pier or wharf.

Defining portion of Rhymney Company's Railway to be joint line.

69. From and after the passing of this Act, the "joint line" referred to in sections 43 to 68, both inclusive, of the Company's New Lines Act, 1867, shall be deemed to be—

So much of the railways authorized by the Rhymney Railway Northern Lines Act, 1864, and the Rhymney Railway New Lines Act, 1866, as is or will be situate between Rhymney Bridge and Nantybwch, and between Rhymney Bridge and the station of the Rhymney Company at Rhymney, exclusive of such station;

and those sections shall be read and construed accordingly, and as if the joint line had been so described in the said section 43; and for the purposes of those sections the provisions of the Rhymney Railway Northern Lines Act, 1864, referred to in the said section 43, and the provisions of the Rhymney Railway New Lines Act, 1866, so far as the same relate to that portion of the joint line which is authorized by that Act, shall be deemed to be applicable and shall be applied to the joint line as above described.

Provision as to use of joint line.

70. So much of section 54 of the Company's New Lines Act, 1867, (the companies to have equal rights in respect of joint line,) as provides for the working over and using by the Company and the Rhymney Company respectively of the joint line free of all tolls, rates, and charges, shall be and the same is hereby repealed, and in lieu of such user free of toll each company shall pay to the joint committee in respect of all traffic conveyed by that company over the joint line such a mileage rate as shall from time to time be fixed by the joint committee.

Extending certain provisions of Merthyr, Tredegar, and Abergavenny Leasing Act,

71. Sections 7, 9, 10, and 11 of the Merthyr, Tredegar, and Abergavenny Railway Leasing Act, 1862, are hereby extended to so much of the railway or railways of the Rhymney Company as is or will be situate between Rhymney Bridge and the station of the Rhymney Company at Rhymney, and which is by this Act to be deemed to be part of the joint line to which sections 43 to 68, both inclusive, of the

Company's New Lines Act, 1867, refer, and the provisions of the said sections of the Merthyr, Tredegar, and Abergavenny Railway Leasing Act, 1862, shall apply to the said portion of railway or railways, and to the stations, works, and conveniences connected therewith (excluding the station of the Rhymney Company at Rhymney), as fully and effectually as if those sections had been specially re-enacted in this Act with reference thereto, and for the purpose of giving effect to those provisions the Merthyr, Tredegar, and Abergavenny Railway shall be considered as including the said portion of railway or railways by this Act deemed to be part of the said joint line.

1862, to the further portion of the Rhymney Railway.

72. Within twelve months after the passing of this Act the Company may create and issue to each holder of a share or shares or of stock in the Brynmawr Company, in lieu of or in exchange for such share or shares or stock, a share or shares or stock in the ordinary capital of the Company of like nominal amount, and each share or portion of stock so issued shall entitle the holder thereof from time to time to the dividend paid on the ordinary shares or stock of the Company.

Providing for substitution of shares or stock of the Company for shares or stock of the Brynmawr Company.

73. Within twelve months after the passing of this Act the Company may create and issue to any holder or holders of a share or shares or stock in the Cannock Company, in lieu of or in exchange for such share or shares or stock, a share or shares or stock in the ordinary capital of the Company to such an amount as may be agreed upon between the Company and such holder or holders, or as may be agreed upon between the Company and the Cannock Company; provided that any such agreement between the companies shall be approved of by the votes of not less than three fourths of the shareholders in each company present in person or by proxy at some general meeting of the respective company specially convened for the purpose.

Provision for substitution of shares or stock of the Company for shares or stock of the Cannock Company.

74. A certificate of the share or stock in the capital of the Company issued in substitution for any share or stock in the Brynmawr and Cannock Companies respectively shall be issued to the respective holders of such existing shares or stock, free of any charge in respect thereof, but the Company shall not be required to issue any such certificate unless and until the certificate of the share or stock in the Brynmawr or Cannock Company, as the case may be, has been delivered up to be cancelled, or satisfactory evidence of its loss or destruction has been given to the Company.

Certificate of substituted share or stock to be issued.

75. The share or stock in the capital of the Company so issued shall remain and be vested in the person or persons to whom it is

Substituted shares or stock of the

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Company to be upon the same trusts, &c.

issued upon the same trusts, and subject to the same powers, provisions, declarations, agreements, charges, liens, and incumbrances as at the time of the issue thereof affect the share or stock in the Brynmawr or Cannock Company (as the case may be) in substitution for which the share or stock in the capital of the Company is issued, and so as to give effect to and not revoke any testamentary disposition of or affecting such share.

Vesting in Company undertakings of Brynmawr and Cannock Companies.

76. With respect to the Brynmawr Company, upon the creation and the issue or offer of shares or stock in the Company, in accordance with the foregoing provisions, to the holders of shares or stock in that Company, and with respect to the Cannock Company upon agreements having been made with all the holders of shares or stock in that Company or with that Company, in manner herein-before provided, and upon the issue or offer of shares or stock as aforesaid, the undertaking of the Brynmawr Company and the Cannock Company respectively, and the several railways and branches, stations, sidings, approaches, buildings, fixed plant, and all other works, whether complete or incomplete, and all the lands and other the property, estate, monies, and assets of those Companies respectively, shall be and are hereby absolutely vested in the Company as part of their undertaking, and the Company whose undertaking is so vested shall thereupon be dissolved, except for the purpose of winding up its affairs.

Company may exercise powers of vested companies.

77. Immediately upon the dissolution of the Brynmawr Company and the Cannock Company respectively under the last preceding enactment, the Company may and shall exercise and fulfil in their own name and under their own seal, and in the names and under the hands of their directors, officers, or servants, all the rights, powers, liabilities, and obligations of the Brynmawr and Cannock Companies respectively, whether with reference to the acquisition of lands, the construction of works, the borrowing of money, the levying of tolls, rates, and charges, or otherwise, in like manner as those rights, powers, liabilities, and obligations are authorized and required to be exercised and fulfilled by those companies respectively.

Great Western Company may become joint owners of Brynmawr and Blaenavon Railway, or may have powers and facilities over that railway.

78. The Great Western Company may within two years from the passing of this Act elect to become joint owners with the Company of the undertaking of the Brynmawr Company, and the stations, sidings, approaches, works, and conveniences connected therewith, and on their signifying such election to the Company they shall be admitted as joint owners of the said undertaking, and the stations, sidings, approaches, works, and conveniences connected therewith, on payment of one half of the cost thereof; but if the Great Western

Company do not elect to become joint owners of the said undertaking, it shall be referred to an arbitrator to be appointed by the Board of Trade to determine what powers or facilities shall be afforded to the Great Western Company, and the terms or conditions on which they shall be afforded.

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

79. The Company from time to time may create and issue mortgages, debentures, or debenture stock in their own undertaking in exchange for, or in lieu of, or instead of the renewal of mortgages or bonds of each of the under-mentioned companies; that is to say, the Brynmawr Company, the Cannock Company, the Saint Helen's Company, the Stockport Company, the Bedford Company, the Whitehaven Company, the Cockermouth Company, the Merthyr Company, the Knighton Company, the Central Wales Company, the Central Wales Extension Company.

Company and Great Western Company and Company and Llanelly Company jointly may make byelaws.

80. With respect to any railway or railways or portions of railway which belong to or are worked by the Company and the Great Western Company jointly, those two companies may jointly, and with respect to any railway or railways or portions of railway which belong to or are worked by the Company and the Llanelly Company jointly, those two companies may jointly, make regulations and byelaws for all or any of the purposes mentioned in section 108 of the Railways Clauses Consolidation Act, 1845; and all the provisions of that Act shall apply to the byelaws so jointly made as if such byelaws had been made by a single railway company acting under the provisions of that Act in respect of its own undertaking.

Confirming agreement with Brighton Company.

81. The heads of agreement between the Company and the Brighton Company which are set forth in Schedule A. to this Act are hereby confirmed and made binding on the companies parties thereto.

Confirming agreement with Mold Company.

82. The agreement between the Company and the Mold Company which is set forth in Schedule B. to this Act is hereby confirmed and made binding on the companies parties thereto: Provided always, that nothing in that agreement or in this Act shall be deemed or construed to release the Mold Company from any obligation or liability imposed upon them by Act of Parliament with respect to the construction or completion of the railway referred to in article 5 of that agreement, unless and until they shall be duly authorized by Parliament or by the Board of Trade to abandon the construction of that railway.

Providing for settlement of differences

83. Whenever there shall, upon any matter coming before the committee of management of the North Union Railway, be an equality of votes in the said committee, and the same shall have been decided

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in the North Union Railway committee.

by the casting vote of the chairman, any two members of the committee then present may require such matter to be referred to the arbitration of a single arbitrator to be appointed by the two companies, or if they cannot agree upon such appointment within fourteen days after being required by the said committee or any two members thereof to do so, then to be appointed by the Board of Trade at the request of either company, and the powers contained in the 18th and following sections of the "Railway Companies Arbitration Act, 1859," shall apply to every such arbitration, and shall be deemed for the purposes of this section to be incorporated with this Act: Provided always, that the said arbitrator shall have no power whatever by any act of his to vary or modify the rights or liabilities of the companies or either of them, as settled by Acts of Parliament and agreements relating to the said North Union Railway.

Company and Llanelly Company may make agreements.

84. The Company and the Llanelly Company may from time to time make and carry into effect agreements with respect to the making of the new road in the parish of Llandingat by this Act authorized, and with respect to the payment and appropriation between them of the cost thereof.

Company and Carnarvon Company may make agreements.

85. The Company and the Carnarvon Company may from time to time make and carry into effect agreements with respect to the making of the new footpath in the parish of Llanbeblig by this Act authorized, and with respect to the payment and appropriation between them of the cost thereof, and with respect to the purchase, appropriation, apportionment, and use of the lands in the parishes of Llanberis and Llanrug respectively before described, and the payment for the same.

Company and Great Western Company may make agreements.

86. The Company and the Great Western Company may from time to time make and carry into effect agreements with respect to the lands and buildings in the chapelry or extra-parochial place of Birkenhead, and in the parishes of Saint Oswald and Saint John the Baptist, Chester, Stokesay, and Hammersmith respectively before described, and with respect to the purchase, appropriation, and use thereof respectively and the payment for the same.

Power to substitute five per cent. preference stock for other shares or stock.

87. The Company may, with the consent in writing of the holder of any stock of each or either of the classes or denominations hereinafter mentioned, create and issue to that holder, in lieu of and exchange for the stock so held by him, such an amount of five per cent. preference stock of the Company as will yield a like amount of interest or dividend.

The several classes or denominations of shares or stock above referred to are the following; (namely,)

London and North-western (Bedford and Cambridge) Railway stock (four per cent.):
London and North-western (Saint Helen's) Railway stock (four and a half per cent.):
London and North-western (Saint Helen's) Railway stock (six per cent.):
London and North-western (Whitehaven) Railway stock (four and a half per cent.):
London and North-western (Whitehaven) Railway stock (six per cent.):
London and North-western (Whitehaven) Railway stock (ten per cent.):
London and North-western (Cockermouth and Workington) Railway stock (four and a half per cent.):
London and North-western (Cockermouth and Workington) Railway stock (ten per cent.):
London and North-western perpetual four and a half per cent. preference stock, created sixteenth November one thousand eight hundred and sixty-six (being the stock created in respect of the capital of the Stockport, Disley, and Whaleybridge Railway Company):
And those stocks are herein-after collectively referred to as the converted stocks.

Holders of substituted preference stock may transfer the same.

88. After such exchange has taken place, all the provisions of any Act of Parliament which require or imply that any stock so converted shall be divided into separate sections or kept distinct shall, as to so much of the same as shall have been so converted, cease and be of no effect; and the several holders of the substituted five per cent. preference stock may thenceforth transfer their respective interests therein, or any parts of such interests, in the same manner and subject to the same regulations and provisions as or according to which stock in the capital of the Company may now be transferred, and the Company shall cause an entry to be made in some book to be kept for that purpose of every such transfer.

Register of stock.

89. The Company shall from time to time cause the names of the several parties who may be interested in any such new or substituted preference stock, with the amount of the interest therein possessed by them respectively, to be entered in a book or books to be kept for the purpose.

As to exchange of certificates.

90. From and after such exchange the Company shall in exchange for the existing certificates of stock so converted issue to the respective proprietors thereof, free of any charge in respect of the

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same, other certificates representing the new or substituted preference stock for which the existing stock may have been exchanged; but the Company shall not be required to issue any such certificate unless and until the existing certificate of the corresponding converted stock has been delivered up to be cancelled, or satisfactory evidence of its loss or destruction has been given to the Company: Provided always, that until such exchange the existing certificates of stock shall have and possess the same rights and advantages as if they were certificates issued in exchange under the provisions of this enactment, but after such exchange the Company shall cancel the same.

Substituted preference stock to be upon the same trusts, &c.

91. The new or substituted preference stock shall remain and be vested in the person or persons to whom it is issued upon the same trusts and subject to the same powers, provisions, declarations, agreements, charges, liens, and incumbrances as at the time of the issue thereof affect the converted stock in lieu of or in substitution for which the new or substituted preference stock is issued, and so as to give effect to and not revoke any testamentary disposition of or affecting such stock.

Declaring amount of Company's authorized share capital and borrowing powers.

92. Whereas by the London and North-western Railway Additional Powers Act, 1861, it was enacted that the total aggregate amount in shares or stock which the Company should raise under any Acts passed prior to the then present session of Parliament should not exceed the sum of twenty-seven million six hundred and twenty-two thousand two hundred and thirty-six pounds, and that the amount of the debenture stock and of the debenture bonds should not exceed the sum of twelve million two hundred and seven thousand eight hundred and fifty pounds: And whereas by the said recited Act and by the several other Acts enumerated in the Schedule F. to this Act the Company have been authorized to raise by the creation of shares or stock further sums of money amounting in the whole to sixteen million six hundred and fifty-two thousand one hundred and thirty-five pounds fourteen shillings, and by the creation of debenture stock or by borrowing further sums of money amounting in the whole to four million three hundred and fourteen thousand three hundred and thirty-two pounds: And whereas the aggregate of the sums so authorized to be raised by the creation of shares or stock is forty-four million two hundred and seventy-four thousand three hundred and seventy-one pounds fourteen shillings, and by the creation of debenture stock or by borrowing is sixteen million five hundred and twenty-two thousand one hundred and eighty-two pounds, and it is expedient that the total amount which the Company may raise by the means aforesaid should be by this Act declared and

defined: Therefore the aggregate amount of the several sums of money which the Company are authorized to raise by the creation of shares or stock (other than debenture stock) and by borrowing, or by the creation of debenture stock in lieu of borrowing, exclusive of any sum of money which they may be authorized to raise by any Act passed or to be passed in the present or any future session of Parliament, is hereby declared to be—

	£
By shares or stock - - -	44,274,371
By mortgage or debenture stock -	16,522,182

Provided always, that nothing in this Act shall be deemed or construed to prejudice, alter, or affect the powers of the Company for the conversion into shares or stock of the Company of the shares or stock and mortgages or bonds of the Chester and Holyhead Railway Company, and the shares or stock and mortgages or bonds of the Shropshire Union Railways and Canal Company.

Company may apply corporate funds to purposes of this Act.

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

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

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

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

95. The Carnarvon 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 mortgage, and which are not by any Act relating to the Carnarvon Company 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.

96. The Great Western 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 mortgage, and which are not by any Act

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relating to the Great Western Company made applicable to any special purpose, or which being so made applicable are not required for the special purpose.

Deposits for future bills not to be paid out of the capital.

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

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

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

Expenses of Act.

99. 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.

SCHEDULE (A.)

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Heads of Agreement made this sixteenth day of December one thousand eight hundred and sixty-eight, between The London and North-western Railway Company of the first part, and The London, Brighton, and South Coast Railway Company of the second part.

1. That the entire cost of the portion of land and buildings forming the portion of the Victoria station of the Brighton Company be ascertained, and that the North-western Company pay interest at four pounds ten shillings per cent. (and the cost of working and maintenance), in such a proportion as the number of passengers, parcels, &c. booked by them into and out of the station bears to the total number carried into and out of such station. Through-booked traffic interchanged in the station (including continental traffic) not to be included in the above calculation. A minimum amount of two thousand pounds per annum to be paid by the London and North-western Company.

2. In addition to the above, the North-western Railway Company to pay as toll for the use of the Pimlico Railway a mileage proportion of the rates and fares charged by them upon the traffic booked at and to the Victoria station, less twenty per cent. for working expenses.

3. The Victoria station of the Brighton Company to be maintained and efficiently worked by the Brighton Company.

4. The trains and traffic (passengers, parcels, horses, carriages, &c.) of the North-western Company to be received, despatched, accommodated, and dealt with at the station and junctions in all respects on a footing of perfect equality with the trains and traffic of the Brighton Company.

5. The management to be vested in the Brighton Company, but the North-western to have, if required by them, separate booking clerks, carriage examiners and cleaners, and platform inspectors, at their own cost, so far as may be necessary to ensure the safety, convenience, and despatch of the traffic.

6. The station accommodation to include water, and as far as circumstances will admit, and equally as respects both companies, standing room for the carriages and engines requisite for the traffic. So far as may be necessary, accommodation for North-western Company's engines and carriages to be provided at Battersea, on the same principle (that is, number of engines of each company) as to payment to the Brighton Company as is agreed to in regard to the Victoria station.

7. Empty carriages and light engines not to be subject to toll.

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8. A complete system of through booking and through rates and fares to be established and maintained between the London and North-western Company and the Brighton Company for passenger and merchandise traffic, including continental traffic, with all reasonable facilities usual between friendly companies, including when required through carriages and waggons; the through rates and fares, and the division thereof, to be agreed between the companies, or, in case of difference, settled by arbitration.

9. The London and North-western Company and the Brighton Company respectively to be entitled to the same rates, fares, facilities, and privileges as may be from time to time granted to any other company or person for competitive traffic.

10. Signals and maintenance to be divided in accordance with number of trains.

11. Usual arbitration clause with Board of Trade arbitrator.

12. The agreement to be in perpetuity, and the companies to join in obtaining parliamentary sanction to it.

In witness whereof the said railway companies have caused their common seals to be hereunto affixed, the day and year first above written.

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

R. Saville,
Assistant Secretary.

Seal of the London and North-western Railway Company.

Passed under the common seal of the said London, Brighton, and South Coast Railway Company in the presence of

A. Sarle,
Secretary.

Seal of the London, Brighton and South Coast Railway Company.

SCHEDULE (B.)

Articles of Agreement made the twelfth day of November in the year of our Lord one thousand eight hundred and sixty-eight, between the London and North-western Railway Company (herein-after referred to as the North-western Company) of the one part, and The Mold and Denbigh Junction Railway Company (herein-after called the Mold Company) of the other part.

Whereas the railway of the Mold Company could be worked by the North-western Company more conveniently and with greater advantage to the public than by the Mold Company, and the two Companies have determined

upon entering into the following agreement for effecting that purpose: Now therefore it is hereby agreed by and between the North-western Company and the Mold Company as follows:

Article 1. The North-western Company will apply to Parliament for, and will use their utmost endeavours to obtain, the confirmation by Parliament of these presents, and the Mold Company will concur in such application, and will do all acts reasonably required by the North-western Company for the purpose of obtaining such confirmation.

Article 2. The expression the railway, wherever herein-after employed, shall mean and include the Mold and Denbigh Railway from Mold to the junction with the Vale of Clwyd Railway at a point near Denbigh, situate one mile and nine chains, or thereabouts, north of the passenger station at Denbigh.

Article 3. The word traffic, wherever herein-after employed, shall, where the context permits, mean and include all passengers, small parcel, animal, goods, mineral, and other traffic of any description whatsoever conveyed by the North-western Company on the railway or any part thereof.

Article 4. The Mold Company will, as soon as can be, complete the railway, including the junction with the Vale of Clwyd Railway, and all proper and sufficient stations, station houses (with fittings for waiting rooms, booking and other offices, ticket cases, and the usual furniture), sheds, cranes, water-tanks, signals, telegraph, and other works and conveniences, and with proper and sufficient dwelling houses at level crossings where necessary, to the reasonable satisfaction of the engineer of the North-western Company, and so that the railway shall be approved by the Government inspector of railways as being in all respects fit to be opened and used for public traffic.

Article 5. The authorized railway of the Mold Company situate between the junction mentioned in Article 2 and the authorized junction near Denbigh shall not be completed, and the Mold Company shall convey to the North-western Company the land purchased for such abandoned portion of line, from the authorized junction up to the St. Asaph turnpike road, and the North-western Company shall pay the Mold Company the sum of seven hundred pounds as the agreed price thereof.

Article 6. The North-western Company will double the Vale of Clwyd Railway between the junction mentioned in Article 2 and the Denbigh station, and the Mold Company shall pay the North-western Company three thousand five hundred pounds as the agreed cost thereof.

Article 7. The Mold Company will from time to time bear and pay all yearly rentcharges, if any, payable to landowners on account of the purchase of lands for the purposes of the railway which for the time being may be payable, and if and whenever the North-western Company pay the same or any part thereof, the Mold Company will allow the same in the accounts between them, as payments made on account of the sums hereby agreed to be paid, including the amount of two thousand three hundred and forty-five pounds due to the North-western Company for parliamentary expenses, if such sum of two thousand three hundred and forty-five pounds be not previously paid by the Mold Company to the North-western Company.

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Article 8. On and for ever after the opening of the railway for public traffic, the North-western Company may and will work, manage, maintain, renew, and keep in good order and repair, the railway and the works and conveniences thereof, for the purposes of all traffic thereon, and will work such traffic in a proper and safe manner, so as fully and in good faith to develop the traffic to be served by the railway.

Article 9. The North-western Company will employ and provide all such station masters, booking clerks, porters, engine drivers, guards, watchmen, workmen, and servants, and all such locomotive power, engines, carriages, trucks, and rolling stock, plant, stores, materials, and labour, as shall be proper and sufficient for the working of the railway by the North-western Company, and the reception, accommodation, conveyance, and delivery by them of traffic thereon, and the Mold Company shall not be bound to employ or provide any such persons or things.

Article 10. So far as from time to time lawfully may be, the North-western Company shall on and for ever after the opening of the railway for public traffic have, exercise, and enjoy, for the purposes of the working by them of the railway, all the rights, powers, authorities, and privileges whatsoever, both present and future, of the Mold Company, with respect to the regulation, management, and working of the railway, and as fully and effectually as if the railway were part of the London and North-western Railway.

Article 11. The Mold Company will abstain from at any time being, or directly or indirectly acting as, carriers on the railway or any part thereof, and from being in any manner concerned with any company or person (other than the North-western Company according to this agreement) in carrying on the railway, or any part thereof, and from doing or concurring in anything which might directly or indirectly interrupt, impede, or interfere with, or in any way disturb the user or enjoyment by the North-western Company of any of the powers and privileges intended to be secured to them by this agreement, and shall not grant running or any other powers to any other company or person.

Article 12. But as regards the conveyance of mails, troops, or police, or any other traffic (if any) which the Mold Company from time to time may be by law compellable and may accordingly be called on to convey on the railway, or any part thereof, the two companies will from time to time make, concur in, and carry into effect all such arrangements consistent both with this agreement and with their respective legal powers and obligations as shall best secure the despatch of such public or other service.

Article 13. The North-western Company will, in the exercise of their rights and privileges under this agreement, in all respects duly perform and observe the several provisions with respect to the working, user, management, and maintenance of the railway, and to the traffic thereon, contained in the Act or Acts from time to time in force with respect to the railway, and will at all times fully and freely indemnify and save harmless the Mold Company from and against all penalties, forfeitures, losses, damages, costs, charges, and expenses, claims and demands whatsoever, in any way occasioned or incurred by or by reason of any act or default of the North-western Company, or any of the directors, agents,

officers, or servants, in relation to the working by the North-western Company of the railway, or any part thereof, or to any traffic thereon.

Article 14. The rates and charges from time to time taken by the North-western Company for and in respect of traffic on the railway, or any part thereof, shall, so far as the Acts from time to time in force relating to the two Companies respectively will permit, be such rates and charges as the North-western Company from time to time think fit; but the local rates and charges shall be submitted to arbitration, if required by the Mold and Denbigh Company.

Article 15. The North-western Company will bear and pay all rates, taxes, assessments, and impositions whatsoever upon the railway, except the property or income tax, and will also bear and pay all outgoings and expenses relating to the working, maintenance, and management of the railway, and the reception, accommodation, conveyance, and delivery of traffic thereon.

Article 16. The North-western Company will at all times well and truly perform and observe all the terms and conditions of the several contracts, agreements, and arrangements that have been entered into by the Mold Company with respect to the railway, and will at all times fully and freely indemnify and save harmless the Mold Company from and against all costs, losses, damages, expenses, claims, and demands on account of the performance or observance or non-performance or of non-observance of the same.

Article 17. The North-western Company shall pay to the Mold Company the total amount of the following sums; that is to say,

First. One half of the gross receipts of the North-western Company for local traffic on the railway, and one half of the mileage proportion due to the Mold Company of the gross receipts (except as herein-after mentioned) of all tolls, rates, and charges from time to time received by the North-western Company for traffic partly on the railway and partly on their own or any other railway or railways.

Secondly. One half of the Mold Company's mileage proportion of the gross receipts of the North-western Company for all traffic carried by the North-western Company between any place on the Mold branch of the North-western Company, the Ffrith branch, and the Mold and Minera branch, on the one hand, and Denbigh and all places on the Denbigh, Ruthin, and Corwen Railway, and all places on the Vale of Clwyd Railway south of the main line of the North-western Company at Rhyl, on the other hand, whether such traffic be conveyed by the North-western Company over the railway or over any other route.

Thirdly. One fourth of the Mold Company's mileage proportion of the gross receipts of all traffic (carried by the North-western Company) arising or terminating at or passing through Chester to or from Denbigh and all places on the Denbigh, Ruthin, and Corwen Railway, and all places on the Vale of Clwyd Railway south of the main line of the North-western Company at Rhyl, whether such traffic be conveyed by the North-western Company over the railway or over any other route. The gross receipts referred to in the aforegoing clauses are to be the receipts after deducting,

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except as provided for in Article 19 (before division) such terminal allowances as may be fixed in the regulations of the Railway Clearing House for the time being. The terminals on coal and coke to be threepence per ton at each end.

Article 18. The portion of the Vale of Clwyd Railway situate between the junction mentioned in Article 2 and the authorized junction at Denbigh shall be included in the mileage of, and shall for all the purposes of accounts and sums to be paid to the Mold Company be reckoned as forming part of the railway.

Article 19. The terminals at the Denbigh and Mold stations shall belong exclusively to the North-western Company, and the Mold Company will in addition pay or allow in account to the North-western Company the sum of two hundred pounds per annum in respect of passenger traffic at such stations; but the station to station terminals at the intermediate stations on the railway shall be included in the receipts on account of the traffic mentioned in Article 17.

Article 20. The payments to the Mold Company by the North-western Company shall be made half-yearly, and shall fall due on the first day of March and the first day of September in every year.

Article 21. If the railway shall be opened for public traffic on any day other than the first day of March or the first day of September, then the first half-yearly payments to be so made shall be proportioned to the broken half year.

Article 22. The North-western Company will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement, which accounts and vouchers shall be open at all reasonable times to the inspection and transcription of the directors and agents of the Mold Company, and will afford to the Mold Company all proper and sufficient facilities for such inspection and transcription, and will, whenever thereunto reasonably required, duly verify the accounts.

Article 23. The North-western Company will, on or before the first day of March and the first day of September in every year, transmit to the Mold Company an accurate account of all the traffic and tolls, rates and charges, for the half year ending on the previous thirty-first December or thirtieth day of June in respect of which payments are, in accordance with this agreement, to be made by them to the Mold Company.

Article 24. The North-western Company will agree to a system of through booking, through invoicing, with through rates and fares, and equal mileage division, for all traffic between the railway and the Wrexham, Mold, and Connah's Quay Railway, the Denbigh, Ruthin, and Corwen Railway, and all places on the Vale of Clwyd Railway south of the North-western main line at Rhyl, and will afford all reasonable facilities for the conveyance of such traffic.

Article 25. Neither the North-western Company nor the Mold Company will by themselves or their agents, at any time hereafter, without the previous consent of the other company, in writing under their common seal, make or enter into any contract or arrangement with any other company or person which shall disable the respective company from carrying this agreement into full effect.

Article 26. Every notice, account or writing, to be given or transmitted for any of the purposes of this agreement by or on the part of either the North-western Company or the Mold Company to the other of them, shall be deemed to be duly given or transmitted if it be signed by the secretary or other agent of the Company by or on the part of which it is given or transmitted, and be left for the other Company at their principal office for the time being, or be delivered personally to their secretary.

Article 27. In every case in which any difference may arise between the North-western Company and the Mold Company touching the true intent or construction of this agreement, or touching anything to be done, suffered, or omitted in pursuance of this agreement, or touching any of the incidents or consequences of this agreement, or touching any breach or non-fulfilment or any alleged breach or non-fulfilment of this agreement, or touching any liability, damages, losses, costs, or expenses by reason of any such breach or non-fulfilment, or alleged breach or non-fulfilment, or touching any claim or demand relating to any such liability, damages, losses, costs, or expenses, or otherwise relating to the premises, every such difference shall be referred to and determined by arbitration according to the provisions of the Railway Companies Arbitration Act, 1859.

As witness the common seals of the respective companies the twelfth day of November one thousand eight hundred and sixty-eight.

Seal of the Mold and Denbigh Junction Railway Company.

Seal of the London and North-western Railway Company.

SCHEDULE (C.)

Heads of Agreement between the London and North-western Railway Company of the one part, and the Midland Railway Company of the other part.

1. The Midland Company agree that the London and North-western Company may construct a double line of railway, as shown upon the plan signed by Mr. Crossley and Mr. Baker, and thereon coloured pink, to connect the two pieces of land to be used by the London and North-western Company for goods stations at Derby, referred to in the first article of the agreement between the companies, scheduled to and confirmed by the London and North-western Railway (Additional Powers) Act, 1868; but such agreement on the part of the

A.D. 1869. Midland Company shall not be hereafter deemed or construed to be a relaxation of the stipulation contained in the same article with reference to a new line to the town of Derby.

2. The London and North-western Company to acquire the land coloured brown on the same plan, and convey it to the Midland Company, to be used by them for a coal wharf, together with such parts of the land coloured blue as are not required for the new line, such parts being shown upon the said plan.

3. The difference between the quantity of land taken out of the land coloured blue, given up to the London and North-western Company for the construction of the line, and the land coloured brown, to be acquired by the London and North-western Company and conveyed to the Midland Company for an enlarged coal wharf, to be paid for by the Midland Company at the same rate per yard as the land on the north side of the London Road, recently purchased from Mr. Burroughs, and agreed to be conveyed to the London and North-western Company.

4. The strip of land lying between a line parallel to and three feet from the eastern rail of the North-western Company and the boundary of the Midland Company's property to be purchased by the North-western Company, and handed over to the Midland Company at cost price.

5. The Midland Company to pay their share of the cost of the earthwork in forming the space for the four lines of rails, viz., two lines of rails for the North-western Company and two lines of rails for the Midland Company.

6. The London and North-western Company to construct across the projected lines, under the direction and to the reasonable satisfaction of the engineer of the Midland Company, a double line of railway, as shown upon the said plan, for the use of the Midland Company, as a means of access from their lines into the land coloured blue and brown, as marked on the plan; but the Midland Company shall acquire an easement only over the projected lines for such access, and there shall be no other crossing of the projected line.

7. The junction between the main line of the Midland Company and the new lines to be as shown on the said plan; such junction, and all necessary signals and conveniences in connexion therewith, shall be constructed under the superintendence and control and to the reasonable satisfaction of the engineer of the Midland Company, at the cost of the London and North-western Company, and the London and North-western Company shall acquire an easement only over the land necessary for such purpose. The old junctions into the land now belonging to the North-western Company near the Victoria Works to be taken out.

8. The working and management of the signals at such last-mentioned junction shall be under the exclusive management, regulation, and control of the Midland Company; and all the expense of erecting and maintaining such signals and conveniences, and the wages of signalmen, and all other incidental expenses, shall be paid by the London and North-western Company.

9. The maintenance of the line giving access from the main line of the Midland Company into the land coloured blue and brown on the plan, and the

cost of the erection of signals and other conveniences, shall be borne by the London and North-western Company; and the management and working thereof shall be under the exclusive regulation and control of the Midland Company, and the wages of signalmen, and all other incidental expenses connected with the working of such signals, shall be paid by the Midland Company.

10. These heads of agreement to be sealed by both Companies, and a more formal agreement to be prepared at the request of either party, the same, in case of disagreement, to be settled by the Attorney General for the time being, or some barrister named by him.

11. All questions as to the mode of carrying these heads of arrangement into effect, or the agreement founded upon them, and all other differences arising thereout, to be settled by arbitration according to the provisions of the Railway Companies Arbitration Act, 1859.

12. Either Company to be at liberty to apply to Parliament for the confirmation of these heads, and the other Company shall concur therein.

Dated this 7th day of June 1869.

R. Savill, Assistant Secretary, Euston station.

L.S. The Common Seal of the London & North-western Railway Company.

The common seal of the Midland Railway Company affixed hereto in the presence of me,

Jno. Moore, Assistant Secretary, Derby.

L.S. The Common Seal of the Midland Railway Company.

SCHEDULE (D.)

Agreement made the twenty-sixth day of April one thousand eight hundred and sixty-nine, between the London and North-western Railway Company of the one part, and John Fletcher, Esquire, William Gray, Esquire, M.P., John Hick, Esquire, M.P., Thomas Ridgway Bridson, Esquire, Harrison Blair, Esquire, and James Cross Ormrod, Cotton Spinner, the Trustees of Hulme's (Bolton) Lectureship Charity Estates, of the other part.

Whereas the said Company have introduced into Parliament a Bill for conferring on the Company additional powers for the construction of new works, and in relation to their own undertaking and the undertakings of other companies, and for other purposes, and such Bill contains clauses enabling the

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Company to purchase the reversion of certain lands belonging to the trustees of which the Company are lessees, of part whereof, containing five thousand and thirty superficial square yards a lease has not been actually granted, but a lease whereof the Company and trustees are by clause 1 of section 14 of the London and North-western Company (Additional Powers) Act, 1868, directed to accept and grant, and the rent to be paid in respect whereof has been settled at ninepence per square yard, amounting to one hundred and eighty-eight pounds twelve shillings and sixpence per annum, and also to take certain other lands which the Company did not by the said Act of 1868 obtain power to take:

And whereas five of the said trustees, on behalf of themselves and their co-trustees, have presented a petition against the said Bill:

And whereas it has been agreed that the said opposition shall be withdrawn, this further agreement being entered into:

Now therefore it is hereby agreed between the said Company and the said trustees as follows:

1. The said Bill shall be altered so as to confine the power of the Company to acquiring the reversion of the lands of which they are now lessees, or are as aforesaid to be lessees under the said Act of 1868, and the Company shall not in the present or any future Parliament seek power to take compulsorily any other lands of the said trustees.

2. The said Company shall purchase and the trustees shall convey to the Company, at the expense of the Company, the said reversion in consideration of a perpetual annual rentcharge of four hundred and seventy-one pounds twelve shillings and elevenpence halfpenny (being equal to the rents reserved or agreed upon in respect of the said lands), such perpetual rentcharge being payable half-yearly, on the twelfth day of May and the twelfth day of November, the first payment to be made on the twelfth day of November next, and to be secured by the covenant of the Company, and to be recoverable by distress and entry and perception of rents and profits, and such rentcharge to be paid without any deduction except in respect of income tax.

3. The trustees for the time being may at any time during the life of any one of the said present trustees, or within twenty-one years after the decease of the survivor of such trustees, give notice in writing to the Company that the Company shall, as from some specified subsequent day of payment of the said rentcharge, purchase the said rentcharge, paying for the same the sum of ten thousand eight hundred and forty-eight pounds one shilling and sixpence, in which case the Company shall pay the said rentcharge up to and including the day specified in such notice, and shall on that day pay into the Court of Chancery the said purchase money under the Lands Clauses Consolidation Act, 1845, to be dealt with in manner in such Act provided as to monies paid in by parties not enabled to sell except under the provisions of that Act, the Company bearing all costs in such Act, in such cases in that behalf provided.

4. Clauses 2, 3, 4, 5, 6, and 7 of section 14 of the Act of 1868 are, notwithstanding this agreement, and notwithstanding that the Company may have purchased the said rentcharge, to remain in force, and to be binding on the said Company in perpetuity.

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5. All restrictions, reservations, rights, and covenants which in the said leases, or any of them, are reserved, or granted, or entered into, or in favour of or with the trustees, shall continue and shall be perpetual, and they and all persons claiming under them shall have all such rights and reservations in respect thereof as they would have had had the Company remained lessees only.

6. The Company shall procure the insertion in their Act of a clause ratifying and confirming this agreement.

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

Witness to the signature of John Fletcher,
Arthur Harrison Ambelside. — John Fletcher.

Witness to the signatures of William Gray and John Hick,
Edmd. Staples,
Clerk to S. H. Lewin,
Upper Charles Street, Westminster,
Parliamentary Agent. — W. Gray. — John Hick.

Witness to the signatures of Harrison Blair and James Cross Ormrod,
G. B. Nield,
Clerk to Messrs. J. K. Watkins & Son,
Solicitors, Bolton. — Harrison Blair. — J. Cross Ormrod.

Witness to the signature of Thomas Ridgway Bridson,
Thomas Naylor,
Clerk to Messrs. J. K. Watkins & Son,
Solicitors, Bolton. — T. R. Bridson.

Seal of the London and North-western Railway Company.

SCHEDULE (E.)

Heads of Agreement made the twenty-fourth day of June one thousand eight hundred and sixty-nine, between the Right Honourable George Grimston, Earl of Craven, of the one part, and The London and North-western Railway Company on the other part.

1. Lord Craven agrees to withdraw the petition presented by him against the London and North-western Railway Bill now pending in Parliament, and not further to oppose the progress of the Bill.

2. The Company after the expiration of twelve months from the passing of their Act to take no part of the land numbered on the deposited plans 2, 3, and 4 respectively in the parish of Stokesay without the consent of Lord Craven or his successors in estate, and to take of such lands so much only as they bonâ fide require for engine works and sheds.

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3. The Company shall not, upon any land purchased or to be purchased by them from Lord Craven, or his successors in estate, erect any hotel, house, or cottage.

4. The Company shall grant to Lord Craven, or his successors in estate, a right of frontage upon the road leading to their station, over the strip of land numbered 6 on the deposited plans, in respect of the field on the south side of and contiguous to the said road, in the said parish of Stokesay, and shall use their best endeavours to procure a like grant to Lord Craven, or his successors in estate, from any other company or person claiming any estate or interest in the said strip of land.

5. When and so soon as such grant of a right of frontage as aforesaid shall have been vested in Lord Craven, or his successors in estate, he or they shall grant to the Company and the Great Western Railway Company jointly, or either of them separately, as the London and North-western Railway Company shall require, a right of drainage through the lands of Lord Craven, from A to B in the line shown and according to the description on a plan signed in duplicate by Messieurs Carlisle and Ordell on behalf of Lord Craven, and William Clarke on behalf of the Company. The Company to make such drain forthwith, and Lord Craven, his successors in title or estate, at the expiration of three years from the completion thereof, to pay to the said Company one half part of the entire cost of the making thereof, (the cost of such half part, in case of difference, to be ascertained by arbitration in the manner provided by "The Common Law Procedure Act, 1854,") and thereupon he or they shall be entitled to the free use and enjoyment of the said drain, he and they from time to time paying to the said Company one half part of the cost of keeping such drain in proper condition and repair.

6. Provided always, that if the said Lord Craven, or his successors in title or estate, shall at any time after the construction of the said drain, and within such three years as aforesaid, require the use thereof, it shall be lawful for him and them to use the said drain on making the payments herein-before mentioned.

7. Any claim of the tenants of Lord Craven for compensation for damage, if any, done to the surface of the land under which the said drain shall pass, in the construction thereof, to be paid by the Company, and be considered as part of the costs of construction of which the said Lord Craven is to pay half.

8. From and after the grant of such right of frontage on the said strip of land to the said Lord Craven or his successors in estate as aforesaid, he or they shall annually contribute and pay to the Company a reasonable proportion of the expense of maintaining and repairing the station road upon which the said strip of land abuts, such proportion, in case of difference, to be determined by arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration. In witness whereof the said parties have hereunto set their hands.

CARLISLE AND ORDELL,
on behalf of the Earl Craven.

JAMES, BLENKINSOP,
for the London and North-western Railway Company.

SCHEDULE (F.)

Acts of Parliament.	Capital authorized.	
	Stock and shares.	Loans.
	£ s. d.	£
The London and North-western Railway Act, 27th July 1857; section 34.	776,282 0 0	—
Warrington and Stockport Act, 1859; section 19	- - -	75,000
The London and North-western Railway (Cheshire Lines) Act, 28th June 1861; sections 21 and 26.	133,500 0 0	44,500
Ditto (Lines near Liverpool) Act, 11th July 1861; sections 67 and 72.	1,000,000 0 0	333,000
Ditto (Eccles, Tyldesley, and Wigan) Act, 11th July 1861; sections 20 and 25.	350,000 0 0	115,000
The North London Railway (Widening) Act, 11th July 1861; sections 25 and 26.	66,666 0 0	—
Ditto (City Branch) Act, 22nd July 1861; sections 70 and 71.	766,667 0 0	—
St. George's Harbour Act, 1st August 1861; sections 6 and 49.	70,000 0 0	—
The Oswestry, Ellesmere, and Whitchurch Railway Act, 1st August 1861; section 47.	30,000 0 0	—
The London and North-western Railway (Additional Powers) Act, 1st August 1861; sections 54 and 59.	100,000 0 0	33,000
The West London Extension Act, 6th August 1861; section 5.	35,000 0 0	—
The Oldham, Ashton, and Guide Bridge Vesting Act, 30th June 1862; section 47.	70,000 0 0	—
Rickmansworth, Amersham, and Chesham Railway Act, 17th July 1862; section 35.	30,000 0 0	—
The Shrewsbury and Hereford Railway (Leasing) Act, 29th July 1862; section 43.	30,000 0 0	—
The London and North-western Railway (Additional Powers) Act, 7th August 1862; sections 66 and 71.	180,000 0 0	60,000
Ditto (Additional Powers) Act, 7th August 1862; section 63.	506,900 0 0	—
Ditto and Lancashire and Yorkshire Railway Companies (North Union and Preston and Wyre Railway, Harbour, and Dock Act), 4th May 1863; sections 2 and 18.	37,500 0 0	12,500
The Cockermouth, Keswick, and Penrith Railway Act, 29th June 1863; section 19.	25,000 0 0	—
The London and North-western Railway (New Branch Lines) Act, 21st July 1863; sections 20 and 29.	60,000 0 0	20,000
Ditto (Additional Powers) Act, 28th July 1863; sections 46 and 55.	150,000 0 0	50,000
The West London Extension Act, 28th July 1863; section 5.	50,000 0 0	—

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Acts of Parliament.	Capital authorized.	
	Stock and shares.	Loans.
	£ s. d.	£
The Bedford and Cambridge Railway Act, 23rd June 1864; sections 3 and 5.	290,000 0 0	80,000
The North London Railway Act, 20th July 1864; section 38.	33,637 0 0	—
The Shrewsbury and Welchpool Railway (Transfer) Act, 14th July 1864; section 21.	300,000 0 0	—
The London and North-western Railway (Additional Powers) Act, 25th July 1864; sections 38 and 44.	265,000 0 0	88,300
The Lancashire Union Railways Act, 25th July 1864; section 61.	100,000 0 0	—
St. Helen's Canal and Railway Transfer Act, 29th July 1864; section 6.	1,059,200 0 0	353,000
The Preston and Wyre Railway, Harbour, and Dock Act, 26th May 1865; section 8.	8,000 0 0	—
The North London Railway Act, 2nd June 1865; section 14.	67,273 0 0	—
The Lancashire Union Railways Act, 29th June 1865; section 27.	80,000 0 0	—
Leeds New Station Act, 5th July 1865; sections 7 and 11.	100,000 0 0	33,000
Wrexham and Minera Railway Act, 5th July 1865; section 16.	30,000 0 0	—
The London and North-western Railway (Additional Powers, England) Act, 5th July 1865; sections 7 and 13.	800,000 0 0	266,000
Ditto, same Act; section 74 - - - -	400,000 0 0	83,333
Ditto (Additional Powers, Wales) Act, 5th July 1865; sections 5 and 11.	100,000 0 0	33,000
Ditto, same Act; section 22 - - -	60,000 0 0	19,966
Ditto (New Lines) Act, 16th July 1866; sections 5 and 11.	640,000 0 0	213,000
The Lancashire Union Railways Act, 16th July 1866; section 7.	32,000 0 0	—
The Brynmawr and Blaenavon Railway Act, 16th July 1866; section 17.	25,000 0 0	—
London and North-western Railway (Cockermouth and Workington Transfer) Act, 16th July 1866; sections 4 and 5.	129,000 0 0	43,000
Ditto (Whitehaven Transfer) Act, 16th July 1866; sections 4 and 5.	230,000 0 0	69,000
London and North-western Railway (New Works and Additional Powers) Act, 23rd July 1866; sections 9 and 20.	1,327,000 0 0	375,600
Ditto, same Act; sections 37 and 38 - -	385,000 0 0	126,600
Merthyr, Tredegar, and Abergavenny Railway Act, 30th July 1866.	220,000 0 0	72,900
London and North-western Railway (Ashby and Nuneaton Lines) Act, 17th June 1867; sections 28 and 35.	200,000 0 0	66,600
Ditto and Lancashire and Yorkshire Railway Companies (Fleetwood, Preston, and West Riding Junction Railway Vesting) Act, 17th June 1867; section 34.	65,000 0 0	—

Acts of Parliament.	Capital authorized.	
	Stock and shares.	Loans.
	£ s. d.	£
North London Act, 17th June 1867; section 13 -	201,830 0 0	—
London and North-western Railway (New Works and Additional Powers) Act, 15th July 1867; sections 12 and 19.	1,500,000 0 0	403,300
Ditto, same Act; sections 74 and 77, for—		
Conversion of Bangor and Carnarvon - -	150,000 0 0	10,000
„ Vale of Clwyd - - -	120,000 0 0	23,300
„ South Staffordshire - -	1,302,000 0 0	431,300
„ South Leicestershire - -	195,000 0 0	64,000
„ Warrington and Stockport -	20,510 0 0	—
„ Stour Valley - - -	506,770 14 0	370,000
Ditto (New Lines) Act, 15th July 1867; sections 9 and 16.	200,000 0 0	66,600
Carnarvon and Llanberis Railway Act, 25th July 1867; section 10.	80,000 0 0	—
Dundalk and Greenore Railway Act, 12th August 1867; section 11.	130,000 0 0	—
Carnarvon and Llanberis Railway Act, 29th May 1868; section 23.	50,000 0 0	—
Midland and London and North-western Railway Companies (Ashby and Nuneaton Railway) Act, 25th June 1868; section 20.	35,000 0 0	11,600
London and North-western Railway (Knighton, Central Wales, and Central Wales Extension Railways Transfer) Act, 25th June 1868; sections 5, 6, and 7.	747,400 0 0	267,933
Total - - - £	16,652,135 14 0	4,314,332

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