ANNO VICESIMO TERTIO

VICTORIÆ REGINÆ.

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Cap. lxxvii.

An Act to authorize Arrangements with reference to the Use by the *London and North-western* Railway Company of the Station at *Normanton*, and the Railway between the same and *Goose Hill*, and for other Purposes. [14th *June* 1860.]

WHEREAS by "The *Lancashire and Yorkshire* and *East Lancashire* Railways Amalgamation Act, 1859," the *London and North-western* Railway Company (in this Act called "the Company") are empowered to pass over and use, with their Engines, Carriages, and Servants, the Portions of the Railways of the *Lancashire and Yorkshire* Railway Company in that Act specified, and amongst them so much of that Company's Railway as extends from the Junction thereof with the *London and North-western* Railway at *Thornhill Lees*, through *Horbury* and the Town of *Wakefield*, to the Junction of the *Lancashire and Yorkshire* Railway with the *Midland* Railway at *Goose Hill* near *Normanton*: And whereas there is at *Normanton* a Railway Station, which is the joint Property of the *Midland*, *Lancashire and Yorkshire*, and *North-eastern* Railway Companies, and there is between the said Station and the *Lancashire and Yorkshire* Railway at *Goose Hill* a Railway belonging to the *Midland* Railway Company over which the

22 & 23 Vict. cx.

Lancashire and Yorkshire Railway Company have Rights of User, and it is expedient that the Powers herein-after contained should be granted for entering into Contracts for the Use by the Company of the said Station and Railway respectively, and for the Accommodation and Interchange of Traffic therein and thereon: And whereas it is also expedient that the Company, the *Lancashire and Yorkshire* Railway Company, and the *Oldham, Ashton-under-Lyne, and Guide Bridge Junction* Railway Company (in this Act called "the *Oldham* Railway Company") should be empowered to enter into and carry into effect Agreements with reference to the Management of the Station of the Company at *Oldham*, and of the Station there of the *Lancashire and Yorkshire* Railway Company known as the *Mumps* Station, and the proposed Station of the *Oldham* Company, and for the Appropriation of any Part or Parts of those respective Stations to the joint Use of the said Three Companies or any Two of them, or to the sole and exclusive Use of any One of those Companies, and with respect to the vesting of the said Stations or any Part or Parts thereof in any One or more of the said Companies, either jointly or severally, and with respect to the Maintenance, Management, and Use, either by a Joint Committee or otherwise, of the said Stations or any Part or Parts thereof: And whereas it is also expedient that the Company be empowered to stop up and discontinue as a public Thoroughfare so much of the Road or Street in the Borough of *Salford* called *Ordsall Lane* as crosses the Railway of the Company on the Level thereof, and also the public Road and Footpath leading from *Water Street* in the City of *Manchester*, along and across the Company's Line of Railway and Premises, and across the *Manchester, South Junction, and Altrincham* Railway Company's Railway and Premises, to *Ordsall Lane* in the Borough of *Salford*, and also so much of the public Footpath leading from *Bushey* to *Watford* as crosses the Company's Railway and Works near the Mile Post on that Railway denoting Sixteen and a Half Miles from *London*, and to provide another Footpath through the Lands of the Company in lieu thereof: And whereas the Purposes of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

I. This Act may be cited for any Purpose as "The *London and North-western* Railway (No. 1.) Act, 1860."

8 & 9 Vict. c. 18. incorporated.

II. "The Lands Clauses Consolidation Act, 1845," is incorporated with this Act.

Power to enter into Contracts

III. It shall be lawful for the Company on the one Part, and for the *Midland*, the *Lancashire and Yorkshire*, and the *North-eastern* Railway Companies

Companies on the other Part, to enter into Contracts from Time to Time for the Use by the Company of the said Station at *Normanton* or any Part thereof, and for the Accommodation and Interchange of the Traffic of the Company at the said Station, and the Payments to be made in respect of such Use, Accommodation, and Interchange. for Use of Normanton Station.

IV. It shall be lawful for the Company on the one Part, and for the *Midland* and the *Lancashire and Yorkshire* Railway Companies on the other Part, to enter into Contracts from Time to Time for the Use by the Company of the Railway between the said Station at *Normanton* and the *Lancashire and Yorkshire* Railway at *Goose Hill*, and the Payments to be made in respect of such Use. Power to enter into Contracts for Use of Railway between Normanton Station and Goose Hill.

V. Nothing in this Act contained shall extend or be deemed or construed to extend in any way to defeat or take away, alter, vary, prejudice, or affect any Rights, Powers, or Privileges of, or any Contracts, Claims, or Demands enforceable by, the *North-eastern* Railway Company, except only so far as the same are respectively by this Act, or by any such Contract, Arrangement, or Agreement as aforesaid, expressly altered, varied, or affected. North-eastern Railway Company not to be affected by Act, except where specially provided.

VI. The Company, the *Lancashire and Yorkshire* Railway Company, and the *Oldham* Railway Company may enter into and carry into effect Agreements with reference to the Working, Maintenance, Management, and Use of the Station of the Company at *Oldham*, and of the Station there of the *Lancashire and Yorkshire* Railway Company known as the *Mumps* Station, and with reference to the Appropriation of any Part or Parts of those respective Stations, and of the Land or Property of the *Oldham* Company at *Oldham* applicable to Station Purposes, to the joint Use of the Companies, Parties to such Agreement, or any Two of them, or to the sole and exclusive Use of any One of those Companies, and with respect to the vesting of the said respective Stations, or any Part or Parts thereof, in any One or more of the Companies, Parties to such Agreement; and it shall be lawful for the said Three Companies, or any Two of them, to refer to Arbitration any Question arising between them concerning the Stations or Property at *Oldham* belonging to the Companies seeking Arbitration: Provided nevertheless, that if the *Lancashire and Yorkshire* Railway Company shall not be Party to such Agreement, then the same shall have reference only to the Station of the Company at *Oldham*, or of the Land aforesaid of the *Oldham* Railway Company, and shall not in any way affect or interfere with the *Lancashire and Yorkshire* Railway Company's Station there, or any Rights or Interests of any Company or Person in or to that Station. Power to make Arrangements with respect to Stations at Oldham.

VII. The Companies, Parties to any such Agreement in relation to the Stations at *Oldham*, or any of them, may, if they think fit, appoint a Joint Committee or Joint Committees for the Maintenance, Management, Joint Committee for Management of Stations at Oldham.

ment, Working, Use, and Supervision of the Station or Stations, Subject Matter of such Agreement, and may delegate to such Committee or Committees all such Powers and Authorities in relation thereto as the Companies, Parties to such Agreement, mutually think fit; and such Committee or Committees may consist of such Numbers, and may be appointed at such Times, and the Members thereof may be removable in such Manner, as may be provided in and by any such Agreement; and such Committee or Committees may appoint and from Time to Time remove such Superintendents, Officers, and Servants in or about the said Station or Stations, and may delegate to them such respective Duties as such Committee or Committees from Time to Time think fit; and such Committee or Committees may make such Byelaws, Rules, and Regulations in relation to the Discharge of the Duties assigned to them as they from Time to Time think fit, and may also from Time to Time, if they think fit, appoint or agree to the Appointment of some Person to be Arbitrator in any Matter of Difference which may arise amongst the Members of such Committee in relation to the Discharge of their Duties, and may define the Powers, Authorities, and Duties, and Duration in Office of such Arbitrator.

Power to stop up Part of Ordsall Lane in Salford, and Road and Footpath in Manchester.

VIII. The Company shall, within Two Years after the passing of this Act, stop up and discontinue as a public Thoroughfare so much of the Street or Road in the Borough of *Salford* called *Ordsall Lane* as crosses the Railway of the Company on the Level thereof, and may appropriate to their own Use such Portion of the said Street or Road, and may also stop up and discontinue as a public Thoroughfare the public Road and Footpath leading from *Water Street* in the City of *Manchester*, along and across the Company's Line of Railway and Premises, and across the *Manchester South Junction and Altrincham* Railway Company's Railway and Premises, to *Ordsall Lane* in the Borough of *Salford*.

New Streets to be made instead of Ordsall Lane level Crossing.

IX. Before stopping up or discontinuing the level Crossing at *Ordsall Lane*, the Company shall, in lieu of such level Crossing, and within Two Years after the passing of this Act, make, complete, and fence off, at their own Expense, in and through Lands now belonging to the Company or under Contract to be sold to them, Two public Streets of Ten Yards wide in every Part thereof respectively, One of such Streets to be made from the Point A. to the Point B. in the Line delineated on a Plan signed by the Town Clerk of the Borough of *Salford*, and by Mr. *James Blenkinsop* on behalf of the Company, and so as at the Point B. to connect *Ordsall Lane* with the proposed Extension of *Wilburn Street* to the proposed Continuation of *Hampson Street*, and the other of such Streets to be made from the Point B. to the Point C. in the Line delineated on the said Plan, and so as to continue the proposed Extension of *Wilburn Street* from the Point B. to the proposed Continuation of *Hampson Street* at the Point C.; and at the Junction of the said intended Street from *Ordsall*

Ordsall Lane with the proposed Extension of *Wilburn Street* the North Corner of such intended Junction shall be curved to a Radius of Twenty Feet, and at the Junction of the said intended Extension of *Wilburn Street* with the said intended Continuation of *Hampson Street* each Corner of such intended Junction shall be curved to a Radius of Fifty Feet, as respectively shown on the said Plan; and such new Streets shall be made and completed by the Company with such Gradients as are shown on the Section on the said Plan, and in such Manner that the Lands of the Company abutting on the said Streets shall not, so long as the Company are Owners of such Lands, occasion any Nuisance or Inconvenience to the Public using such Streets, by allowing the Soil to fall upon such Streets; and the same Streets shall be levelled, sewered, paved, and flagged by the Company to the Satisfaction of the *Salford* District Surveyor of the Mayor, Aldermen, and Burgesses of the Borough of *Salford*, and shall, when so completed, be dedicated to the Public by the Company, and become public Highways, and the Company shall at their own Expense maintain and keep in good Repair the new Streets to be so made by them for the Space of One Year from the Completion thereof.

Power to Corporation to appropriate certain Lands of the Company for the Extension of Wilburn Street.

X. Within Two Years after the passing of this Act, the Company shall complete their Contract to acquire a Plot of Land Ten Yards wide in every Part thereof from the Point B. to the Point D., and coloured Green on the said Plan; and at any Time after the Company shall have given Notice to the said Mayor, Aldermen, and Burgesses that they have acquired the said Land, the said Mayor, Aldermen, and Burgesses shall and they are hereby authorized and empowered to enter thereupon, and shall form, level, sewer, pave, and flag the same, so as to form Part of the proposed Extension of *Wilburn Street*, and thereafter to certify and declare the same to be a public Highway.

Bridge to be erected for carrying Railway over proposed Extension of Wilburn Street.

XI. For the Purpose of carrying the Railway over the proposed Extension of *Wilburn Street*, the Company shall make and for ever thereafter maintain in good Repair a substantial Bridge, with all proper retaining Walls, Fences, Works, and Conveniences, the Width between the Abutments or Walls thereof to be such as to leave thereunder a clear Roadway Space or Opening of not less than Thirty Feet, and the Height from the Surface of the Street to the Underside of the Arch or Girders of such Bridge shall not in any Part of such Opening be less than Sixteen Feet, and the Width of such Bridge, including the Parapets thereof, shall not any Time exceed Sixty Feet, and such Bridge shall be made and for ever maintained by the Company, so as to prevent as far as practicable the dripping or draining of Water from the Bridge or Railway upon the Street.

Saving Rights of Corporation of Salford.

XII. Provided always, That, except as is by this Act expressly provided, this Act shall not take away, lessen, alter, prejudice, or affect any of the Lands, Jurisdictions, Franchises, Rights, Powers, or Privileges of the Mayor, Aldermen, and Burgesses of the Borough of *Salford*.

Power to stop up Footpath from Bushey to Watford.

XIII. The Company (when and so soon as they have provided another Footpath in lieu thereof) may stop up and discontinue as a public Thoroughfare so much of the public Footpath leading from *Bushey* to *Watford* as crosses the Company's Railway and Works near the Mile Post on the Company's Railway denoting Sixteen and a Half Miles from *London*.

Payment of Interest on the Debt of the Shropshire Union Company, and of Interest on the Share Capital of the same, subsisting, for the Time being, and not converted into Stock of the London and North-western Company, to be deemed to be Payment of the Rents or Sums respectively first and secondly reserved in the Lease.

XIV. Whereas under "The *Shropshire Union* Railways and Canal Lease Act, 1847," and "The *Shropshire Union* Railways and Canal Act, 1854," the *Shropshire Union* Railways and Canal Company (herein-after called "the *Shropshire Union* Company") have granted a Lease in perpetuity of their Undertaking, as limited and defined by the last-mentioned Act, to the Company, on Payment half-yearly to the *Shropshire Union* Company, as and by way of Rent reserved in and by the said Lease, of the following Sums; (that is to say,) first, of a Sum equal to Interest for Half a Year on Eight hundred and fourteen thousand two hundred and seven Pounds, therein stated to be the Canal Debt of the *Shropshire Union* Company, after the Rate which the Securities for the same Debt should for the Time being actually carry, and subject to Variation accordingly; and, secondly, of a Sum equal to Interest for Half a Year on One million five hundred and fifty-two thousand five hundred and sixty-four Pounds Ten Shillings and Fivepence, being the then aggregate Amount of the Share Capital of the *Shropshire Union* Company, as therein defined, at a Rate equal to Half the Rate *per Centum per Annum* of the Dividends which should from Time to Time be declared and payable upon the ordinary Share Capital of the Company: And whereas for the mutual Convenience of the Two Companies the Company assumed the Payment of the Interest from Time to Time payable on the subsisting Debt of the *Shropshire Union* Company: And whereas by "The *London and North-western* Railway Act, 1857," it was amongst other things provided, that the Company on the one hand, and the *Shropshire Union* Company on the other hand, or the Company on the one hand with such Consent as therein mentioned of the Shareholders of that Company, and all or any of the Shareholders of the *Shropshire Union* Company on the other hand, might from Time to Time make and enter into all such Agreements as they respectively thought fit with respect to the Conversion of all or any of the Shares or all or any Part of the Stock of the *Shropshire Union* Company into ordinary Stock of the Company; and further, that according to the Terms of such Agreements respectively all or any of the Shares or all or any Part of

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the Stock of the *Shropshire Union* Company should from Time to Time be converted into ordinary Stock of the Company: And whereas no Agreement has been entered into between the Two Companies for the Conversion of the entire Stock of the *Shropshire Union* Company, but many of the Shareholders of the *Shropshire Union* Company are desirous of having the Power of converting their Shares or Stock in that Company into ordinary Stock of the Company, at the Rate of One hundred Pounds of *Shropshire Union* Stock for Fifty Pounds of *London and North-western* Stock, and the Company are willing that such Conversion should take effect; but it is apprehended that by the Terms of the said Lease the said Payment by way of Rent of Interest on the Capital Sum of One million five hundred and fifty-two thousand five hundred and sixty-four Pounds Ten Shillings and Fivepence might still be legally demandable, though the Amount of the Share Capital of the *Shropshire Union* Company mentioned in the said Lease would by such Conversion be *pro tanto* diminished, no Provision being made by the said Lease, or by the Act authorizing the same, or by the said "*London and North-western* Railway Act, 1857," for a proportionate Abatement or Diminution of the Rent in the event of any such Conversion: And whereas it is expedient that such Doubt should be removed, and that upon any such Conversion taking effect the Amount of Rent payable by way of Interest on the aggregate Share Capital of the *Shropshire Union* Company should be proportionately diminished; and it is also expedient that Payment of the Interest on the Debt for the Time being subsisting should be deemed to be Payment of the Rent or Sum first reserved in the said Lease: Therefore, notwithstanding anything in the said Lease to the contrary, Payment by the Company of the Interest, after the Rate specified in such Lease, upon the Debt of the *Shropshire Union* Company for the Time being subsisting and unsatisfied, shall be deemed to be Payment of the Rent or Sum so as aforesaid first reserved in and made payable by the said Lease, and Payment by the Company from Time to Time of a Sum equal to Interest at the Rate specified in the said Lease on the Shares or Stock of the *Shropshire Union* Company for the Time being subsisting, and not exchanged for or converted into Stock of the Company, under the Powers and Provisions of "The *London and North-western* Railway Act, 1857," shall be deemed to be Payment of the Sum or Rent so as aforesaid secondly reserved in and made payable by the said Lease, and such Payments respectively shall be accepted by the *Shropshire Union* Company in full Satisfaction and Discharge of the said Rents or Sums first and secondly reserved as aforesaid.

Power to apply Corporate Funds to Purposes of this Act.

XV. The Company may apply in or towards all or any of the Objects and Purposes of this Act any of the Monies which they now have in their Hands, or which they have Power to raise by Shares or Mortgage, by virtue of any Act relating to the Company, and which may not be

be required for the Purposes to which they are by any Act made specially applicable.

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

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

Expenses of Act.

XVII. All the Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the Company.

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