



CHAPTER cxlv.

An Act for conferring further Powers upon the London and North-western Railway Company in connection with their own Undertaking, and upon that Company jointly with the Lessees of the North and South Western Junction Railway, and the Great Western Railway Company, and the Lancashire and Yorkshire Railway Company, and the Manchester, Sheffield, and Lincolnshire Railway Company, and the Furness Railway Company, in respect of other Undertakings in which they are jointly interested; and for conferring further Powers upon the Lancashire Union Railways Company; and for other purposes.

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[6th August 1880.]

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

And whereas it is expedient that the Lancashire Union Railways Company, whose railways are, under the authority of Parliament, in part maintained and worked by the Company, should be empowered to acquire for the purposes of their undertaking the lands hereinafter described in that behalf, and that the Company should, subject to the conditions contained in this Act, be empowered to acquire the lands and construct the short railway at Blackburn herein-after described for the purpose of giving access from the Lancashire and Yorkshire Railway to the said last-mentioned

A.D. 1880. lands, in connection with the working of the Lancashire Union
Railways:

34 & 35 Vict.
c. cxcii.

And whereas, under and by virtue of the North and South Western Junction Railway Act, 1871, and the agreement for a lease set forth in the schedule to that Act, the undertaking of the North and South Western Junction Railway Company is leased in perpetuity to the Company, the Midland Railway Company, and the North London Railway Company jointly, and it is expedient that the lessees should be empowered to acquire and hold certain lands for purposes connected with the said undertaking:

And whereas the Company are, jointly with the Great Western Railway Company, the owners of the Birkenhead Railway, and it is expedient that those two companies should be empowered, for purposes connected with that railway and the branches thereof, to acquire and hold the lands herein-after described or referred to in that behalf, and it is also expedient that the two last-named companies should be empowered to execute the works at Wednesbury herein-after described:

And whereas the Company and the Lancashire and Yorkshire Railway Company are jointly possessed of or interested in the North Union Railway, and also of or in the railway station at Hill House, and it is expedient that they should be empowered, for purposes connected with that railway and that station respectively, including the extension and improvement of that station, to acquire the lands, houses, and buildings herein-after described in that behalf:

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

And whereas the Company and the Manchester, Sheffield, and Lincolnshire Railway Company have respectively acquired lands for the purposes of a joint station at Stalybridge, and are proceeding to apply the lands so purchased to the purposes aforesaid, and it is expedient that all rights of way over the said lands should be extinguished, as in this Act provided:

And whereas it is expedient that the respective periods limited by the London and North-western Railway (England and Ireland) Act, 1874, as those periods were extended by the London and North-western Railway (Joint and Various Powers) Act, 1877, for the purchase of the lands and buildings required for the purposes of the Burton Branches described in and authorised by the said Act of 1874, and for the construction of those railways; and also the period limited by the said Act of 1874, as that period was extended by the said Act of 1877 for the construction of the Buxton and High Peak Junctions, described in and authorised by the said Act of 1874; and also the period limited by the London and North-western Railway (New Lines and Additional Powers) Act, 1876, for the completion of the new railways at Winsford described in and authorised by that Act, should respectively be extended as by this Act provided:

A.D. 1880.
37 & 38 Vict.
c. clix.
40 & 41 Vict.
c. xci.
39 & 40 Vict.
c. clxxx.

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

And whereas the Company and the Furness Railway Company have become, under the authority of Parliament, joint owners of the Whitehaven, Cleator, and Egremont Railway, and it is expedient that they should be empowered to abandon and relinquish the construction of the two railways described in and authorised by the Whitehaven, Cleator, and Egremont Railway Act, 1877:

40 & 41 Vict.
c. ccxii.

And whereas it is expedient that further powers should be conferred upon the Company for the supply of gas and water at and near Crewe:

And whereas by the Disley and Hayfield Railway Act, 1860, a company was incorporated with power to construct a railway in extension of the Stockport, Disley, and Whaleybridge Railway to Hayfield, and to raise for the purposes of the said Act forty-five thousand pounds by shares and fifteen thousand pounds by borrowing; and whereas by section 39 of that Act it was provided that the sum of two thousand nine hundred and sixty pounds, deposited with the Court of Chancery in England in respect of the application to Parliament for that Act, and the interest thereof, should not be paid out, except upon the execution and deposit of such bond as therein mentioned, unless the Company should either open the railway thereby authorised for the conveyance of passengers within the time thereby limited for its completion, or should prove, to the satisfaction of the Board of Trade, that they had paid up one half of the share capital thereby authorised and

23 & 24 Vict.
c. ccxii.

A.D. 1880. expended for the purposes of that Act a sum equal to such one half :

And whereas forthwith upon the passing of the said Act of 1860 the Disley and Hayfield Railway Company proceeded to put the powers thereof in execution, but owing to the construction of the Marple, New Mills, and Hayfield Junction Railway, and to other unfavourable circumstances, the said Company were compelled to abandon their undertaking after having expended upwards of twenty-seven thousand pounds in the prosecution thereof; and whereas the conditions of the said section 39 of the Act of 1860 not having been fulfilled, the Company have been unable to obtain the repayment of the said sum of two thousand nine hundred and sixty pounds, and the same remains deposited in the Chancery Division of the High Court of Justice; and whereas the powers of the said Company for the purchase of lands and completion of works have wholly lapsed, and there are no outstanding claims against the said Company, either for compensation to landowners or otherwise, and it is expedient that provision should be made for the repayment of the said sum of two thousand nine hundred and sixty pounds, as in this Act provided :

25 & 26 Vict.
c. ccviii.

And whereas by section 35 of the London and North-western Railway (Additional Powers) Act, 1862, it is provided that it should not be lawful for the Company to substitute a fixed bridge for the then existing drawbridge by which the Chester and Holyhead Railway was carried over the River Foryd, except with the previous consent of the Lord High Admiral or of the Commissioners for executing the Office of Lord High Admiral, to be signified as therein specified; and whereas the requirements of the traffic on the said railway render it expedient that the said bridge should be converted into and maintained as a fixed bridge, and inasmuch as the same can be effected without detriment to the traffic now using the said river, it is expedient that the said proviso should be repealed :

42 & 43 Vict.
c. xcii.

And whereas it is expedient that sub-section 2 of section 44 (for the Protection of the London and North-western Railway Company) of the Warrington Corporation Lighting and Improvement Act, 1879, should be repealed, and other provision made in lieu thereof :

5 & 6 W. 4.
c. lviii.
33 & 34 Vict.
c. lxxix.

And whereas the Lancashire and Yorkshire Railway Company and the Company, as proprietors of the Preston and Wyre Railway and Harbour, are, under an Act passed in the year 1835, owners and conservators of the port or harbour of Fleetwood, and the said two companies are, under the provisions of the Lancashire and

Yorkshire and London and North-western Railway Companies A.D. 1880.
(Steam Vessels) Act, 1870, owners of and work steam vessels
between the port of Fleetwood in England and Belfast in Ireland;
and the Lancashire and Yorkshire Railway Company have, under
the powers of the Fleetwood Docks Act, 1871, constructed at a 34 & 35 Vict.
large cost an extensive and commodious dock and timber pond at c. lxx.
Fleetwood, and the same have recently been opened for traffic,
and the number of vessels entering or leaving the harbour of
Fleetwood has largely increased of late years :

And whereas the Commissioners and Trustees of the Port of
Lancaster, acting in the exercise and execution of the powers and
authorities vested in them by the under-mentioned Acts of
Parliament, or some of them ; (that is to say,)

An Act of the twenty-third year of the reign of His late Majesty
King George the Second, chapter twelve ;

An Act of the twelfth year of the reign of His late Majesty King
George the Third, chapter eighty-one ;

An Act of the twenty-ninth year of the same reign, chapter
thirty-nine ; and

An Act of the forty-seventh year of the same reign, session two,
chapter thirty-seven,

have provided a light on Walney Island, and are or claim to be
entitled to demand, collect, receive, and take, and do collect,
receive, and take, certain rates, tonnage, keelage, or duties com-
monly known as and in this Act called Walney Light dues upon
or in respect of all vessels navigating or sailing by or between
the south end of Walney Island and the north-west side or part
of Rossall Point, or which shall load or unload within any port,
haven, or creek within Lancaster Bay, including vessels entering
or leaving the port or harbour of Fleetwood :

And whereas it would be greatly to the advantage of the
shipping resorting to the said port or harbour of Fleetwood if a
portion of the money received by the Commissioners and Trustees
of the Port of Lancaster for or in respect of light duties upon
vessels entering or leaving or sailing into or out of the said port
or harbour of Fleetwood were paid to the Company and the
Lancashire and Yorkshire Railway Company, as proprietors of the
Preston and Wyre Railway and Harbour, and they were authorised
and required to apply the same to the maintenance, improvement,
and regulation of the said port or harbour of Fleetwood ; and it is
expedient, and the said commissioners and trustees have in the
special circumstances agreed, that such provisions as are herein-
after contained for the payment to and the application by such

A.D. 1880. proprietors of a portion of the money received from the light duties,
be made :

And whereas by the said Act of the twenty-ninth year of King George the Third, chapter thirty-nine, it is provided that the said commissioners and trustees may demand, collect, and receive of and from the master, owner, agent, or consignee of every ship or vessel which in the course of her voyage shall pass by or make any lighthouse or other light by navigating or sailing by or between the south end of Walney Island and the north-west side or part of Rossall Point, or shall load or unload within any port, haven, or creek within the said bay called Lancaster Bay, three-pence per ton once in every year wherein any such ship or vessel shall so pass by or make any such lighthouse or other light, and shall so navigate or sail or load or unload as aforesaid; and it is expedient that the said provision should be altered in the manner herein-after mentioned :

And whereas by two Acts of Parliament passed respectively in the thirty-fourth year of the reign of His late Majesty King George the Third, chapter one hundred and ten, and the fifty-third year of the same reign, chapter one hundred and twenty-one, certain persons therein named and their successors were constituted trustees for the reclamation and protection from the sea of a large tract of land therein specified, including land known as Rhuddlan Marsh, in the parish of Abergele, in the county of Denbigh, with power to make and maintain embankments, sea walls, defences, and other works, and to levy upon and recover from the owners of lands benefited by those works rates and contributions for the purposes of the said Acts; and whereas the Company are contributors to the rates so levied by the said trustees; and whereas a part of one of the embankments constructed by the said trustees is situate between the Company's Chester and Holyhead Railway and the sea shore, and the maintenance thereof is essential to the safety of the said railway, and it is expedient that provision should be made for the maintenance by the Company in lieu of the trustees of the portion in this Act defined of their said embankment, and that in consideration thereof the trustees should be freed and discharged from all liability or obligation to repair, renew, improve, or maintain such portion of the said embankment, and the Company should be exempted from any further payment or contribution to the said trustees :

And whereas the Company have surplus capital and unexercised powers of raising further capital to an amount more than sufficient for the purposes of this Act :

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

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

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

1. This Act may be cited for all purposes as the London and North-western Railway Act, 1880.

Short title.

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,)

Incorporation of general Acts.

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

The Railways Clauses Consolidation Act, 1845 ; and Part I. (relating to Construction of a Railway) of the Railways Clauses Act, 1863.

8 & 9 Vict. c. 18.
23 & 24 Vict. c. 100.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.
26 & 27 Vict. c. 92

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 :

Interpretation of terms.

The expression "the railways" means the new railways by this Act authorised ;

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

4. Subject to the provisions of this Act, the Company may make and maintain, in the lines shown on the deposited plans and according to the levels shown on the deposited sections, the new railways herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith respectively, 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.

Power to make new railways.

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The railways herein-before referred to and authorised by this Act to be constructed by the Company are :

(1.) The Littleworth Extension (four furlongs five chains and ten links in length), to be wholly situate in the township and parish of Cannock, in the county of Stafford, commencing by a junction with the Norton Branch Extension Railway of the Company, and terminating by a junction with the Littleworth Railway :

(2.) The West Leigh Branch Railways ; (that is to say,)

No. 1 (one mile five furlongs and two chains in length), commencing in the township of Pennington, in the parish of Leigh, in the county of Lancaster, by a junction with the Bolton and Kenyon Railway of the Company, and terminating in the township of Abram, in the parish of Wigan, in the same county, by a junction with the Bickershaw Colliery Railway ;

No. 2 (four furlongs seven chains and twenty links in length), commencing in the said township of Pennington and parish of Leigh, by a junction with Railway No. 1, and terminating in the township of West Leigh, in the same parish, by a junction with Diggles Colliery Railway :

(3.) The Atherton West Junction (two furlongs in length), to be wholly situate in the township of Atherton, in the parish of Leigh, in the county of Lancaster, commencing by a junction with the Eccles, Tyldesley, and Wigan Railway of the Company, and terminating by a junction with the Bolton and Kenyon Railway of the Company :

(4.) The Bolton and Kenyon Railway Deviation No. 1 (one mile three chains and seventy-five links in length), in substitution for the Bolton and Kenyon Railway Deviation No 1, authorised by the London and North-western Railway (New Railways, &c.) Act, 1878, commencing in the township of Over Hulton, in the parish of Dean, in the county of Lancaster, by a junction with the Bolton and Kenyon Railway of the Company, and terminating in the same township and parish by a junction with the same railway :

(5.) The Bangor and Bethesda Railway (four miles two furlongs and six chains in length), commencing in the parish of Bangor, in the county of Carnarvon, by a junction with the Chester and Holyhead Railway of the Company, and terminating at Bethesda, in the parish of Llanllechid, in the same county.

5. With respect to tolls and charges, and for all other purposes whatever, the new railways shall be part of the Company's under-

taking: Provided always, that the Company shall not demand any higher tolls, rates, and charges than the following; (that is to say,)

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In respect of the Littleworth Extension, the tolls, rates, and charges authorised by the South Staffordshire Junction Railway Act, 1846, and the London and North-western Railway (Joint and Various Powers) Act, 1877;

9 & 10 Vict.
c. ccc.

In respect of the West Leigh Branch Railways, the Atherton West Junction, and the Bolton and Kenyon Railway Deviation, No. 1, respectively, the tolls, rates, and charges authorised by the Act (Local and Personal) 9 & 10 Victoria c. 204, entitled "An Act to consolidate the London and Birmingham Grand Junction and Manchester and Birmingham Railway Companies," the London and North-western Railway (Additional Powers) Act, 1872, the London and North-western Railway (New Lines and Additional Powers) Act, 1876, and the London and North-western Railway (Joint and Various Powers) Act, 1877; and

35 & 36 Vict.
c. lxxxvii.
39 & 40 Vict.
c. clxxx.

In respect of the Bangor and Bethesda Railway, the tolls, rates, and charges authorised by the Chester and Holyhead Railway Act, 1844, the Chester and Holyhead Railway (Holyhead Extension and Amendment) Act, 1847, and the London and North-western Railway (Joint and Various Powers) Act, 1877.

7 & 8 Vict.
c. lxxv.
10 & 11 Vict.
c. ccxxxviii.

6. And whereas the railway hereby authorised, called the Littleworth Extension, is intended to be carried over a feeder of the Company of Proprietors of the Birmingham Canal Navigations (which company is herein-after referred to as the Birmingham Canal Company), called "The Littleworth Feeder," in the parish of Cannock, in the county of Stafford, shown upon the deposited plans; therefore the following provisions shall be observed and have effect:—

Protection of
Birmingham
Canal Com-
pany.

(A.) The Company shall, at their own expense, construct in a proper manner, and to the reasonable satisfaction of the engineer for the time being of the Birmingham Canal Company, a good and substantial culvert or bridge, of not less diameter than three feet, over the said feeder at the point where the said railway is intended to be carried over the same feeder, as shown upon the said plans:

(B.) The Company shall, at their own expense, at all times for ever after the said culvert or bridge shall have been completed, keep the same and any future culvert or bridge to be erected or made respectively in lieu thereof (and which shall

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be at the same place, in the like direction, and of the like dimensions and capacity as are herein-before severally mentioned), together with all works belonging to or connected therewith respectively, in good and complete repair, to the reasonable satisfaction of the engineer for the time being of the Birmingham Canal Company; and in case of any want of repair to such culvert or bridge, or any work belonging thereto or connected therewith, and whether such want of repair shall arise from the sinking of such culvert or bridge, or any part thereof respectively, or from any other cause whatsoever, and upon notice in writing thereof being given by the Birmingham Canal Company, or their clerk, to the Company, then the Company shall, within the space of ten days after such notice, commence the repairs, or, as the case may require, the raising or rebuilding or reconstruction of the said culvert or bridge which shall be out of repair, or such part or parts thereof as it shall for the time being be requisite to repair, raise, or rebuild, or reconstruct, and proceed therein with all reasonable expedition until such repairing, raising, or rebuilding or reconstruction shall be wholly completed; and if the Company shall fail to commence the same within the said space of ten days, or proceed therein with all reasonable expedition as aforesaid, it shall be lawful for the Birmingham Canal Company to make all such repairs to any such culvert or bridge, or works, and to raise, or rebuild, or reconstruct the same, or such part thereof respectively, as shall be necessary, in such manner as they may think proper, and all the expenses thereof shall be repaid by the Company to the Birmingham Canal Company upon demand, and in default of such payment the Birmingham Canal Company may sue for and recover the same against the Company in any court of competent jurisdiction: Provided always, that during the progress of reconstructing any such culvert or bridge, and at all future times during any repairs, raising, rebuilding, or reconstruction thereof, the engineer for the time being of the Birmingham Canal Company, with the requisite assistants and workmen, shall have free access to such culvert or bridge, and full permission to inspect the workmanship and materials thereof:

- (c.) It shall not be lawful for the Company or any person in execution of this Act, without the consent in writing of the Birmingham Canal Company, under their common seal, first obtained, to alter the course of the canals of the Birmingham Canal Company, or any of them, or to contract the width of

the same or any of them, or the towing-paths thereof, or of any space reserved or intended as a towing path or paths thereof, or to obstruct the course or supply of the water in or to the said canals, or any of them, or in any manner to impede the navigation thereof, or the access thereto, or to any wharf or wharves adjoining, or to injure any of the banks or other works of or belonging to the said canals or any of them; and it shall not be lawful for the Company to take or interfere with the said canals or any of them, or any of the lands of the Birmingham Canal Company, or to make any lateral deviation from the course or direction of the said Littleworth Extension, as delineated on the deposited plans, by which deviation any of the lands, wharves, warehouses, buildings, locks, side-ponds, towing-paths, bridges, reservoirs, feeders, or other works of any kind of the Birmingham Canal Company shall be taken, used, or damaged, without the like consent in writing of the Birmingham Canal Company:

(D.) Nothing herein contained shall authorise or empower the Company to take away, obstruct, or lessen any springs, brooks, streams, feeders, drains, waters, or watercourses which now are or heretofore have been taken for the use of the Birmingham Canal Navigations, or which the Birmingham Canal Company are by law empowered to take and make use of for the purposes of their canals, or any of them, or to prevent or interfere with any such waters flowing into the said canals, or any of them, or into any feeder or reservoir of the Birmingham Canal Company, or to take away or obstruct, or in any manner impede, the free use of any communication already made between the water of the said canals or any of them and any steam engine, or to take away or prejudice the right of any person to make such communication, pursuant to the provisions of the Acts of Parliament relating to the Birmingham Canal Navigations, or any of them:

(E.) And whereas under and by virtue of the Acts relating to the canals belonging to the Birmingham Canal Company, or some of them, certain powers are reserved to the owners of mines, works, and lands adjoining to the said canals, or some of them, or for the Birmingham Canal Company at the request of such owners, to form cuts, canals, railways, tramways, or roads not exceeding a certain length therein specified, in order to communicate with the said canals; and whereas the said Littleworth Extension may intervene between the said canals and some of the mines, works, or lands, of persons

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to whom such powers are reserved as aforesaid, and additional expense would be occasioned by the construction of bridges, viaducts, or aqueducts for the purposes of carrying such cuts, canals, railways, tramways, or roads over, under, or across the said railway; therefore in the event of any such person being desirous to make, or procure to be made, any such cuts, canals, railways, tramways, or roads as aforesaid, to communicate with the said canals or any of them, the Company shall afford all requisite and proper facilities for the formation thereof, where necessary, either over, under, across, or by the side of the said Littleworth Extension; and if any difference shall arise between the Company and any person so desirous to make, or procure to be made, any such cut, canal, railway, tramway, or road as aforesaid, or between the Company and the Birmingham Canal Company, either as to the mode of carrying the same over, under, or by the side of the said Littleworth Extension, or as to the place where the same should be so carried, or as to the facilities to be afforded by the Company for the purposes thereof, or as to the proportion of the costs, if any, of making and maintaining the same to be borne by the Company, or as to the use thereof at any time thereafter by the owners, lessees, or other persons in the occupation thereof, such difference shall be settled by arbitration under the Railways Clauses Consolidation Act, 1845:

(F.) Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, privileges, powers, or authorities vested in the Birmingham Canal Company, in and by all or any of the several Acts of Parliament now in force relating to the said canals, except as is expressly enacted by this Act:

(G.) The junction of the Littleworth Extension Railway with the Littleworth Tramway shall be effected and shall be in all respects subject to the provisions of Part I. of the Railways Clauses Act, 1863, in respect to junctions, and in accordance with a plan to be approved by and to the reasonable satisfaction of the engineer for the time being of the Birmingham Canal Company, and in construing those provisions the Littleworth Tramway shall be deemed to be a railway within the meaning thereof.

Protection of
Bickershaw
Railway.

7. In constructing and maintaining the junction and works in connection with the West Leigh Branch Railway, No. 1, by this Act authorised, where they will affect the Bickershaw Colliery

Railway (in this section called the Bickershaw Railway), the Company shall be subject to the following conditions; (namely,) A.D. 1880.

- (1.) The junction and works affecting the Bickershaw Railway shall be constructed and maintained at the expense in all things of the Company, to the reasonable satisfaction of the engineer or manager of Messieurs Ackers, Whitley, and Company, Limited (herein-after referred to as the Limited Company), and in case of any difference arising as to the mode of effecting the junction the same shall be determined by a referee to be appointed by the Board of Trade on the application of either party, at the cost of the Company :
- (2.) The junction and works shall be constructed, maintained, and worked so that the traffic upon the Bickershaw Railway shall not be in anywise impeded or interfered with, and so that the Limited Company, the Abram Coal Company, and other companies and persons lawfully using that railway, shall be at liberty at all times, either by day or by night, to work their own traffic along the Bickershaw Railway over and past such junction as freely as they could do before the construction of the junction :
- (3.) If by reason of the construction or maintenance of the junction and works, or otherwise, the Bickershaw Railway or the works connected therewith shall be damaged, or the traffic thereon impeded, interrupted, or injured, the Company shall compensate the Limited Company for all costs to which that Company may be put in repairing the said damage, and shall also pay to the Limited Company, the Abram Coal Company, and to the other companies and persons lawfully using the Bickershaw Railway, compensation for such interruption or injury to their traffic as aforesaid :
- (4.) The Company shall not acquire any estate or interest in the land and property of which the Limited Company are owners or lessees upon which the Bickershaw Railway is constructed, or which is used in connection therewith, other than an easement or right of constructing or maintaining thereon the works by this Act authorised :
- (5.) From and after the construction of the junction all signals and conveniences, and all pointsmen, watchmen, and other persons from time to time required for the proper working of the junction and the prevention of danger or interference with traffic as aforesaid to, over, or past the junction, shall be provided and maintained by and at the expense of the Company :

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(6.) The Limited Company shall not be liable (except through their own default) for any loss, inconvenience, or injury that may arise or be occasioned in consequence of the construction of the junction with the Bickershaw Railway or the working of traffic over the same.

Provisions
for Leeds
and Liver-
pool Canal
Company.

8. For the protection of the Company of Proprietors of the Canal Navigation from Leeds to Liverpool (hereafter in this Act called the Leeds and Liverpool Canal Company) the following provisions shall have effect; (to wit,)

- (A.) The West Leigh Branch Railways authorised by this Act (in this section called the branch railways) shall be carried across the canal and towing-path, works, and lands of the Leeds and Liverpool Canal Company in the lines and at the points of such crossing, as shown on the deposited plans, and (unless with the consent of the Leeds and Liverpool Canal Company under their common seal) not elsewhere :
- (B.) In carrying the branch railways across the canal, towing-path, works, and lands of the Leeds and Liverpool Canal Company, the Company shall not otherwise than by agreement with the Leeds and Liverpool Canal Company deviate from the lines as shown on the deposited plans, or from the levels or mode of construction shown on the deposited sections :
- (C.) The Company shall not purchase or take any land of the Leeds and Liverpool Canal Company, but the Company may purchase and take, and the Leeds and Liverpool Canal Company may and shall sell and grant accordingly, an easement or right of using the land required for the construction of the branch railways (with not more than two lines of rail) in the lines shown on the deposited plans :
- (D.) Nothing herein contained shall prevent the Company from entering upon the lands and works of the Leeds and Liverpool Canal Company when and for such periods as may be necessary for the fulfilment of the Company's obligations under this section :
- (E.) The branch railways shall be carried over the canal and towing-path of the Leeds and Liverpool Canal Company, and any approaches thereto, by means of good and substantial bridges of brick, stone, wood, or iron, to be constructed by the Company at their own expense :
- (F.) Each of such bridges shall be constructed with perpendicular foundation walls, and its opening or span shall span over the entire width of the canal and towing-path, and the clear height of the under side of the arch or (as the case may be) beams

or girders of each of such bridges above the top water level of the canal shall throughout the whole breadth of the span be not less than eleven feet :

(G.) The space between the piers of each of such bridges (except so much thereof as the towing-path will occupy) shall, at all times after the completion of the bridge (except during necessary repairs or reconstruction), be left and preserved an open and uninterrupted navigable waterway :

(H.) The Company shall at their own expense maintain the bridges and the works thereof, of the height and width aforesaid, and in perfect repair at all times, unless they abandon the railways or the portions thereof which cross the canal, and in either of those cases they shall (if required so to do by the Leeds and Liverpool Canal Company, but not otherwise) remove the respective bridges and works at their own expense :

(I.) The Company shall make good all damage that may be occasioned to the works or property of the Leeds and Liverpool Canal Company by the construction, renewal, or want of repair of any of the Company's works ; but

(a.) In every case of pressing necessity, and

(b.) In every other case, if, for seven days after notice in writing thereof given to the Company by the Leeds and Liverpool Canal Company, the Company neglect to proceed with due diligence to make good such damage,

the Leeds and Liverpool Canal Company may, if they think fit, make good the damage, and the amount expended by them in so doing shall be repaid to them by the Company :

(K.) If and whenever by any act or omission of the Company the traffic upon any part of the canal or towing-path shall be obstructed or rendered dangerous to boats, barges, or other vessels navigating or using the canal, the Company shall pay to the Leeds and Liverpool Canal Company, as or by way of ascertained damages, the sum of fifty pounds for every day during which the obstruction or danger shall continue, and so in proportion for any less time than a day :

(L.) Provided that nothing in this Act contained shall prevent the Leeds and Liverpool Canal Company, or any owner of boats or barges, from recovering from the Company (in addition to the ascertained damages herein-before mentioned) any special damages that may be sustained by the Leeds and Liverpool Canal Company, or such owner, in consequence of the stoppage or hindrance of the traffic upon the canal, or in

A.D. 18 80.
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consequence of any works to be executed by the Company or by the Leeds and Liverpool Canal Company for the Company under the provisions herein-before contained, or by reason of any water oozing or escaping from the canal, or on account of any other act or omission of the Company :

(M.) If, and whenever, any damages or other sums payable by the Company to the Leeds and Liverpool Canal Company, or to such owner as aforesaid, are not paid on demand made on the secretary or clerk of the Company, the same may, together with costs of suit, be recovered against the Company in any court of competent jurisdiction :

(N.) All questions and differences which may at any time arise between the Company and the Leeds and Liverpool Canal Company as to the construction or effect of sub-sections A., B., D., E., or F. of this section, or the performance, observance, non-performance, or non-observance of any of the provisions thereof, or any matters connected therewith or consequent thereon, shall be determined by an arbitrator to be appointed by the Company and the Leeds and Liverpool Canal Company, or (if for fourteen days after the question or difference arises) those two Companies do not agree upon an arbitrator, by the President for the time being of the Institution of Civil Engineers upon the application in writing of both or either of those Companies ; and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference, and the costs of the arbitration shall be in his discretion :

(O.) 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.

Confirmation
of agreement
between
Company
and Lord
Penrhyn.

9. The agreement made between the Right Honourable Edward Gordon Lord Penrhyn, of the one part, and the Company of the other part, set forth in the Second Schedule to this Act, is hereby confirmed and made binding on the parties thereto, and full effect may and shall be given thereto.

Protection
of Lord
Penrhyn.

10. For the protection of the Right Honourable Edward Gordon Lord Penrhyn, and other the owner or owners for the time being of the castle and demesne lands of Penrhyn, in the county of Carnarvon, (all of whom are herein-after included under

the expression "Lord Penrhyn,") the following provisions shall take effect : A.D. 1880.

- (A.) The Company shall not, in constructing the Bangor and Bethesda Railway by this Act authorised, without the previous consent in writing of Lord Penrhyn, deviate from the centre line as shown upon the deposited plans, or from the levels as shown upon the deposited sections :
- (B.) No greater amount of land belonging to Lord Penrhyn shall be taken (either for temporary or permanent use) than is absolutely necessary for the construction of the Bangor and Bethesda Railway with a double line of rails in no case exceeding thirty-three feet in width at the level of the rails ; the slopes of the cuttings and embankments shall be made as steep as the nature of the ground will admit of :
- (C.) No station, platform, siding, or other goods or passenger convenience or accommodation, and no moveable or fixed erection, shed, or building, nor any stationary or fixed engine, nor any other description of works whatsoever, save the Bangor and Bethesda Railway and the signalman's cabin at the junction of such railway with the present main line, or at such other place as shall be agreed upon by the said Lord Penrhyn and the Company, (such signal cabin not to exceed in dimensions a square of twelve feet on either side, and its floor not to be more than twelve feet above the surface of the Bangor and Bethesda Railway,) and save any signal-posts absolutely necessary for working such railway, shall be erected, set up, maintained, or used between the point distant one mile seven furlongs five chains on the deposited plans from its commencement and the Bangor Railway Station, and no goods or passengers shall be taken up or put down between the said point and the said station :
- (D.) The Company shall not divert or alter, either temporarily or permanently, the course of the rivers Ogwen or Cegin, or raise or sink the level of such rivers, or interfere with the accustomed flow thereof, without the previous written consent of Lord Penrhyn :
- (E.) The Company shall not, at any time, erect or set up any telegraph posts or wires above ground along the line of the Bangor and Bethesda Railway by this Act authorised without the previous written consent of Lord Penrhyn ; but in case he shall, for one calendar month after being required by the Company in writing so to do, fail to give such consent as aforesaid, the Company shall be at liberty to construct and

A.D. 1880.
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lay down all necessary wire and means of telegraph communication beneath the lands purchased from Lord Penrhyn, who shall upon the same being completed pay to the Company the difference (if any) in the cost of laying down such wires and under-ground communication and the estimated cost of erecting telegraph posts with an equal number of wires above ground, the difference, in case of dispute, to be settled by arbitration in manner provided by the Lands Clauses Consolidation Act, 1845, with regard to questions of disputed compensation :

(F.) Lord Penrhyn shall be at liberty at any time after the complete formation of each embankment and cutting on the Bangor and Bethesda Railway to plant the slopes with shrubs, and for that purpose, and for cultivating and attending to the same at all reasonable times in the day, by himself, his agents, workmen, and servants, to enter upon the said slopes: Provided that no damage shall be done by him or by any such person to the railway and works of the Company, and no person shall be at liberty, as such servant or agent, to enter on such slopes without having previously obtained the authority in writing of the said Lord Penrhyn, and the Company shall at all times after any such shrubs have been planted protect the same from injury or damage so far as the same can reasonably be done: Provided always, that should the Company desire to have any of the shrubs so planted as aforesaid from time to time removed or cut, so as to avoid the interruption of the view from the railway of any signals thereon, or to avoid any anticipated interruption to the traffic thereover, and of such desire give Lord Penrhyn notice in writing thereof by sending the same through the post, addressed to him at Penrhyn Castle, he shall forthwith comply with such notice so far as may be necessary to avoid such interruption or anticipated interruption as aforesaid, and in default the Company may, after the expiration of forty-eight hours from the posting or delivery of such notice as aforesaid, by their agents, servants and workmen, remove or cut such shrubs as may be necessary to avoid such interruption or anticipated interruption as aforesaid, and he shall not be entitled to any compensation from the Company by reason of such cutting or removal :

(G.) In case Lord Penrhyn shall not, within six months after the complete formation of each embankment, elect to exercise the last-mentioned power with reference thereto, the Company

shall forthwith sow any such embankment or part of embankment with the best grass or clover seed, or with gorse or broom, and for ever thereafter keep the same covered therewith for the whole extent thereof. The Company shall forthwith upon the construction of the railway and other works constructed by them under the powers of this Act erect, and for ever afterwards maintain, proper and sufficient fences, separating the property of Lord Penrhyn from such railway and works, and in addition to all proper fences shall cover over any tunnel shafts, and for ever after maintain the same in good condition with wire netting; and all such fences, and all other provisions for the protection of Lord Penrhyn's property, whether during or after construction, shall be carried out to the reasonable satisfaction of the surveyor of Lord Penrhyn:

(H.) The Company shall complete the whole of the Bangor and Bethesda Railway as to be fit for opening for passenger traffic within the period of five years from the passing of this Act:

(I.) The Company shall not, either during or after the construction of the Bangor and Bethesda Railway, by their works or otherwise, in any way impede or interfere with the use of the private tramway belonging to Lord Penrhyn, and recently constructed by him for steam locomotive traffic, between the Penrhyn quarries and Port Penrhyn, and in case of any such interference during the construction of the said railway as aforesaid the Company shall pay to Lord Penrhyn the sum of four hundred pounds per diem for every day, and a proportionate part of that sum for every part of a day, during which the use of such private tramway is impeded or interfered with, such sum or sums to be recoverable as liquidated damages, with costs, in any division of Her Majesty's High Court of Justice:

(J.) Lord Penrhyn, and the lessees and tenants from time to time holding any slate or other mines and quarries under him, may at any time construct, maintain, and use any railways and roads (in addition to those already in existence) to, from, under, and over the Bangor and Bethesda Railway, and may pass and cross to, from, under, and over the same without payment of any toll or other charge to the Company, and the Company shall at their own expense make and maintain such openings in the rails of the said railway, and do, construct, and maintain all such other works, matters, and things in connection therewith as shall be necessary for the safe and convenient exercise

A.D. 1880.

of the above powers, and for the maintenance and use of all existing railways and roads: Provided that no such railway shall be carried across the Bangor and Bethesda Railway on the level: Provided also that the Company shall not, either during or after the construction of the Bangor and Bethesda Railway, either permanently or temporarily, take, alter, or use or in any way impede or interfere with the use of the present or any future railways or roads to or from the said mines and quarries, or any of them:

(K.) It shall be lawful for Lord Penrhyn, and all other persons with his consent, to make, maintain, and use such new roads, ways, and passages across the Bangor and Bethesda Railway, whether under, over, or on the level, as may from time to time be required by him or them, and the Company shall afford all reasonable facilities for such making, maintenance, and use:

(L.) Nothing in this section contained shall in any way alter, take away, or in anywise diminish or prejudice any rights, powers, or privileges which Lord Penrhyn or his lessees or tenants would but for the provisions therein contained possess, enjoy, or be entitled to under this Act or the Acts incorporated therewith.

Protection
of William
Wilbraham
Blethyn
Hulton.

11. Whereas William Ford Hulton, claiming as the tenant for life of estates in the parish of Dean, in which the Deviations No. 1 and No. 2 by the London and North-western Railway (New Railways, &c.) Act, 1878, authorised in the Bolton and Kenyon Railway, caused to be inserted in that Act (section 28) provisions for the protection of himself and his sequels in estate, and by reason of the substituted Bolton and Kenyon Deviation Railway No. 1 by this Act authorised certain of those provisions will be inapplicable, and it is expedient that other provisions be made in lieu thereof: Therefore, for the protection of William Wilbraham Blethyn Hulton (who is or claims to be the now tenant for life of the said estates), and other the owners or owner for the time being of lands in the parish of Dean forming parts of those estates, all of whom are included in this section under the name of William Wilbraham Blethyn Hulton, the following provisions shall have effect; that is to say,

(1.) The numbers by which lands and roads are in this section referred to are the numbers by which such lands and roads are distinguished in that part of the deposited plans which relate to the parish of Dean:

- (2.) The plans means copies of the deposited plans signed in triplicate by the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred :
- (3.) One copy of the plans shall within one week after the passing of this Act be deposited in the Private Bill Office of the House of Commons :
- (4.) Sub-sections 2 and 10 of section 28 of the said Act of 1878 are hereby repealed :
- (5.) The Company shall construct and maintain the deviation No. 1 in the line and situation shown in red on the plans :
- (6.) The Company shall not enter upon, use, take, or interfere with any lands of William Wilbraham Blethyn Hulton, except such as shall be necessary for the construction of the said Deviation Railway and the purposes of station buildings :
- (7.) The eastern limits of deviation near to Chequerbent station shall be contracted to follow the dotted red line shown on the plans so as to exclude the shunting siding leading from Chequerbent Pit, and the new depôt situate between the Chequerbent station and the public highway No. 14 :
- (8.) The Company shall permit William Wilbraham Blethyn Hulton to put in and maintain at such point between the points distinguished on the plans by the letters A. and B. as shall be agreed on between William Wilbraham Blethyn Hulton and the Company, one pair of points for the exclusive use of William Wilbraham Blethyn Hulton, and so as to form a communication between the existing railway and any sidings he may now have, or may hereafter from time to time construct, on the easterly side of the present line of rails, and such points shall be in substitution for the points mentioned in sub-section 10 of the said section 28 :
- (9.) Nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, privileges, or powers of William Wilbraham Blethyn Hulton in relation to all or any part of the railways or works of the Company not by this Act expressly authorised to be varied, altered, or discontinued, and he shall have, and may exercise, subject to the provisions of this section and of the said section 28 as altered by this section, the like rights, privileges, and powers over, under, and in relation to the Bolton and Kenyon Railway and the Bolton and Leigh Railway, as authorised to be deviated by that Act and by this Act, as he would have had or been entitled to over, under, or in relation to those railways had that Act or this Act not been passed. All the provisions of the said section 28

A.D. 1880: shall continue in full force and effect, except in so far as they are altered by this section:

(10.) If any difference arise between the Company and William Wilbraham Blethyn Hulton touching any provision of this section or any agreement made between them in relation to the said deviation railway, such difference shall, unless otherwise agreed on, be determined by an arbitrator to be agreed on between the parties, or in default of agreement to be appointed by the President for the time being of the Institution of Civil Engineers, and the costs of the arbitration shall be borne as he shall direct.

Period for
completion
of railways.

12. If the Littleworth Extension, the West Leigh Branch Railways, the Atherton West Junction, the Bolton and Kenyon Railway Deviation, No. 1, and the Bangor and Bethesda Railway, are or is not completed within five years from the passing of this Act, then, on the expiration of that period, the powers by this Act granted to the Company for making and completing the railway or railways not completed, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof respectively as is then completed.

Penalty for
non-com-
pletion of
railway
within
certain
period.

13. If the Company fail within the period limited by this Act to complete the Littleworth Extension, the West Leigh Branch Railways, the Atherton West Junction, the Bolton and Kenyon Railway Deviation, No. 1, and the Bangor and Bethesda 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 uncompleted railway or railways are or is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway or railways in respect of which the penalty has been incurred:

17 & 18 Vict.
c. 31.

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway or railways in reference to which the penalty has been incurred in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act, 1854:

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 that section, to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General on behalf of the Chancery Division of the High Court of Justice in the Bank and to the credit named in such warrant

or order, and shall not be paid thereout except as herein-after provided: A.D. 1880.

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 uncompleted railway or 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.

14. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway or railways in respect of which the penalty has been incurred, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company by this Act of taking property for the purposes of such railway or 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 Chancery Division of the High Court of Justice may seem fit.

Application
of penalty
for non-
completion
of railways.

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 either be forfeited to Her Majesty, and accordingly be paid to or for the account of Her Majesty's Exchequer, in such manner as the said Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion of the said Chancery Division, if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed, shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

15. Subject to the provisions of this Act, the Company may in the lines shown on the deposited plans, and according to the levels shown on the deposited sections, widen, alter, and improve, and lay down additional lines of rails upon the portion of their railway

Power to
execute
railway
widening.

A.D. 1880. herein-after described, with all proper works and conveniences connected therewith respectively; (that is to say,)

So much of their Saint Helen's Railway, in the townships of Widnes, Bold, and Sutton, in the parish of Prescott, in the county of Lancaster, as lies between the Appleton Station thereon and the crossing of the Saint Helen's Railway by the Liverpool and Manchester Railway of the Company;

and they 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.

Power to
execute other
railway
works.

16. Subject to the provisions of this Act, the Company may, in the lines and according to the levels shown on the deposited plans and sections, execute the following works; (that is to say,)

(1.) They may in the township of Barton-upon-Irwell, in the parish of Eccles, in the county of Lancaster, alter the line and levels of so much of their Clifton Branch Railway as extends for a distance of four hundred and fifty yards or thereabouts south-west, and three hundred and ten yards or thereabouts north-east, of the level crossing of that railway and their Eccles, Tyldesley, and Wigan Railway, and they may discontinue as a public railway so much of the said existing branch railway as lies between the commencement and termination of the said alteration, and may appropriate the site of the portion of railway so discontinued to the general purposes of their undertaking;

(2.) They may, in the townships of Fenny Stratford and Bletchley, or one of them, in the parish of Bletchley, in the county of Buckingham, extend for a distance of thirty-five yards or thereabouts in an easterly direction the bridge which now carries their Buckinghamshire Railway over the public road from Water Eaton to Bletchley;

and they 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.

Tolls, &c.
for widening.

17. With respect to tolls and charges, and for all other purposes whatever, the railway, widening, and alterations, and the works connected therewith, shall be part of the railway so widened and altered.

Power to
make new
roads and
other works.

18. Subject to the provisions of this Act, the Company may, in the lines shown on the deposited plans and according to the levels shown on the deposited sections, make the new roads and deviations

or alterations of roads, and may, in the lines shown on the deposited plans, make the new footpaths and alterations of footpaths, and may execute the other works, herein-after described, with all proper works and conveniences connected therewith respectively, and may exercise the other powers herein-after mentioned, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those and other purposes; (that is to say,)

A.D. 1880.

(1.) They may stop up and discontinue as a public highway so much as lies within the boundaries of their property of the footpath in the parish of Bickenhill, in the county of Warwick, which now crosses on the level the London and Birmingham Railway of the Company one hundred and fifty yards or thereabouts south-east of the Marston Green Station; and so much of section 14 of the London and North-western Railway (Additional Powers) Act, 1879, as provides for carrying the said footpath over the said railway by means of a bridge is hereby repealed;

42 & 43 Vict
c. cxlii.

(2.) They may stop up and discontinue as a public highway so much as lies between the boundaries of their property of the footpath in the township and parish of Chebsey, in the county of Stafford, which now crosses on the level their Crewe and Stafford Railway at a point thereon one hundred and fifty yards or thereabouts north of the bridge which carries the public carriage road from Eccleshall to Great Bridgeford over that railway;

(3.) They may, in the township of Kenyon, in the parish of Winwick, in the county of Lancaster, make a new road commencing by a junction with the public road which crosses on the level their Bolton and Kenyon Railway three hundred and fifty yards or thereabouts north-east of its junction with their Liverpool and Manchester Railway, at a point on that road two hundred and sixty-five yards or thereabouts west of the said level crossing, and terminating at a point forty-five yards or thereabouts west of the said level crossing by a junction with that road as the same is authorised to be deviated by the London and North-western Railway (Additional Powers) Act, 1879; and they may relinquish and abandon the construction of so much of the said authorised deviation as lies west of the termination of the new road by this Act authorised;

(4.) They may stop up and discontinue as a public highway the footpath in the township of Saddleworth, in the parish of Rochdale, in the West Riding of the county of York, which now crosses their Huddersfield and Manchester Railway on the

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level three hundred and fifty yards or thereabouts north-east of the Greenfield Station ;

- (5.) They may stop up and discontinue as a public highway so much as lies between the boundaries of the Company's property of the road in the parish of Conway, in the county of Carnarvon, which now crosses their Chester and Holyhead Railway on the level six hundred and seventy yards or thereabouts east of the east end of the Penmaenbach Tunnel on the said Chester and Holyhead Railway ;

and the Company may also stop up and discontinue so much as lies between the boundaries of their property of the road belonging or reputed to belong to the mayor, aldermen, and burgesses of the borough of Conway which crosses the said railway on the level, and is situate three hundred yards or thereabouts east of the bridge to be constructed as next herein-after mentioned : Provided always, that the Company shall not stop up or discontinue either of the two last-mentioned level crossings until they have constructed at a point five hundred yards or thereabouts eastward of the first-mentioned level crossing a girder bridge over their said railway, together with approaches thereto, upon land belonging to or to be provided for the purpose by the said mayor, aldermen, and burgesses, such bridge to have a headway of not less than fifteen feet in the clear in every part thereof, and the roadway over the same, and the approaches thereto, to have a width of not less than twenty-four feet, and the approaches not to be of a greater inclination than one in ten on the south side, and one in twelve on the north side : Provided also, that the said bridge when completed (except the stone, iron, or other structure carrying the roadway thereon over the railway, which structure shall be repaired and maintained by and at the expense of the Company), together with the approaches, fences, embankments, and other works connected therewith, shall be repaired and maintained by and at the expense of the said mayor, aldermen, and burgesses.

Power to
acquire addi-
tional lands,
&c.

19. Subject to the provisions of this Act, and in addition to the other lands, houses, and buildings which the Company are by this Act authorised to acquire, the Company may from time to time enter upon, take, use, and appropriate to the purposes of extending the station, siding, yard, warehouse, wharf, mineral, goods, and other accommodation of the Company, and for other purposes connected with their undertaking, the lands, houses, and buildings herein-after described or referred to, delineated on the deposited plans and described in the deposited books of reference relating thereto, and may in connection with such use and appropriation execute

the works and exercise the powers herein-after mentioned; (that is to say,) A.D. 1880.

IN THE COUNTY OF BUCKINGHAM.

Certain lands in the parish of Buckingham lying on both sides of and adjoining the Company's Buckinghamshire Railway between points respectively eight hundred and fifty yards or thereabouts and one thousand five hundred yards or thereabouts south-east of the Buckingham Station on that railway.

IN THE COUNTY OF WARWICK.

Certain lands, houses, and buildings, in the parish of Rugby, lying on the south side of and adjoining the Rugby Gasworks and the property of the Company, and between Newbold Road and Wood Street, and including a portion of the site of that street :

Certain lands in the parish of Nuneaton lying on the east side of and adjoining the Company's Trent Valley Railway at and near the crossing of that railway by the Midland Railway from Leicester to Birmingham :

Certain lands, houses, and buildings in the parish of Birmingham lying on the south-east side of Navigation Street, and on the south-west side of Hill Street, at or near the junction of those streets; and certain other lands, houses, and buildings in the same parish, lying on the south-east side of Swallow Street and the north-east side of Summer Street, at or near the junction of those streets.

IN THE COUNTY OF NORTHAMPTON.

Certain lands in the parish of Duddington lying on the north-east side of and adjoining the Seaton and Wansford Railway of the Company three hundred and thirty yards or thereabouts south-east of the bridge carrying that railway over the public carriage road from Fineshade to Duddington :

Certain lands in the parish of Kingscliffe lying on both sides of and adjoining the Seaton and Wansford Railway of the Company one thousand one hundred yards or thereabouts west of the bridge carrying the public road from the west end of Kingscliffe to Duddington over that railway.

IN THE COUNTY OF CHESTER.

Certain lands in the township and parish of Runcorn lying on the east side of and adjoining the Runcorn Viaduct, and on the north side of and adjoining Lord Street, Runcorn; and

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the Company may, after they have provided on such lands a new foot-approach to Runcorn Bridge, stop up and discontinue as a public highway the present approach to that bridge from the footpath which extends northwards from Blantyre Street along the west side of the said viaduct.

IN THE COUNTY OF LANCASTER.

Certain lands in the township of Garston, in the parish of Childwall, lying on the south side of and adjoining Saint Mary's Road, and between Dock Road and the churchyard of Saint Mary, Grassendale :

Certain other lands in the township of Garston, in the parish of Childwall, lying on the west side of and adjoining the Edgehill and Garston Railway of the Company, and at the south end of Mossley Hill Station, with power to divert and carry along the west side of the lands so intended to be taken the public footpath which now crosses those lands :

Certain lands, houses, and buildings in the township of Sutton, in the parish of Prescott, lying north of Church Street, and between the Liverpool and Manchester Railway of the Company and their branch from that railway to Saint Helen's, and certain other lands, houses, and buildings in the same township and parish, lying on the north side of and adjoining the said Liverpool and Manchester Railway at the east end of the Saint Helen's Junction Station : Provided always, that the Company shall not enter upon, take, use, or appropriate any part of the lands numbered in the deposited plans and books of reference 7, 8, 9, 10, and 10A, in the parish of Prescott and county of Lancaster :

Certain lands, houses, and buildings in the township of Ince-in-Makerfield, in the parish of Wigan, lying on the west side of and adjoining the North Union Railway, and extending in a southerly direction from the junction of that railway and the Lancashire Union Railway to the Leeds and Liverpool Canal :

Certain lands, houses, and buildings in the township and parish of Wigan, lying on the west side of and adjoining the North Union Railway and north of Frog Lane, with power to divert and carry along the western side of the said lands the public footpath which now passes along the western side of the said railway near the Mesnes Bridge :

Certain lands, houses, and buildings in the township and parish of Blackburn, in the county of Lancaster, lying on the north-west side of and adjoining the railway of the Lancashire and

Yorkshire Railway Company from Blackburn to Preston, and between the Stout Street Branch of that railway and Taylor Street, and they may make, maintain, work, and use a short railway, commencing by a junction with the said railway from Blackburn to Preston at a point thereon one hundred yards or thereabouts south-west of the level crossing over that railway known as Harrison's Level Crossing, and terminating in the said lands at or near the bridge carrying the said Stout Street Branch over Galligreaves Street, and they may stop up and discontinue as a public highway the said Harrison's Level Crossing, and so much of the road leading thereto as is situate within the limits of the lands to be acquired as lastly above described: Provided that nothing in this Act contained shall authorise the Company to enter upon, take, use, appropriate, or in any way interfere with any part of the streets or the carriageways or footways thereof called Galligreaves Street, Duckworth Street, and Taylor Street, or of the road or street leading from Taylor Street to the south-east end of Duckworth Street, in the said township and parish of Blackburn.

20. Notwithstanding anything in this Act contained, the Company shall not open or use for any purpose whatsoever the short railway herein-before described, nor shall they construct, open, or use any junction connecting the lands in the township and parish of Blackburn herein-before also described, or the said short line of railway, with the railway of the Lancashire and Yorkshire Railway Company, nor shall they stop up, discontinue, or in any way interfere with Harrison's Level Crossing, nor shall they enter upon, use, stop up, or in any way interfere with Queen Elizabeth Street, Captain Nolan Street, nor any street or road leading to or over Harrison's Level Crossing, until after the construction and completion, in accordance with the terms and conditions contained in sub-section 3 of section 25 of the Lancashire and Yorkshire Railway (New Works and Additional Powers) Act, 1873, and to the reasonable satisfaction of the Corporation of Blackburn, of the new street or road, with the works connected therewith, mentioned and described in the said sub-section, and the dedication and opening to the public of the said new street or road; and nothing in this Act contained shall prejudice or affect the power of the Lancashire and Yorkshire Railway Company under the said Act, when the said new street or road is completed and opened to the public; to stop up so much of Captain Nolan Street as crosses their railway on the level, and to appropriate the soil of the said portion of street to their own purposes, so that all rights of way in or over the same may be

Protection
of corpora-
tion of
Blackburn.

36 & 37 Vict.
c. clxxix.

A.D. 1880. — absolutely extinguished, as provided by the said Act: Provided always, that the Company, the Lancashire and Yorkshire Railway Company, and the Corporation of Blackburn, or any of them, may make and carry into effect agreements with respect to the construction and completion of the said new street or road for connecting Hamilton Street with Queen Elizabeth Street, in Blackburn aforesaid.

Owners may be required to sell to Company parts only of certain lands and buildings.

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

Therefore, notwithstanding section 92 of the Lands Clauses Consolidation Act, 1845, the owners of and persons interested in the property numbered 8 in the parish of Wigan on the deposited plans relating to the West Leigh Branch Railway, No. 1, and whereof part only is required for the purposes of the Company, may (if such portion can, in the judgment of the jury, arbitrator, or other authority assessing or determining the compensation under that Act, be severed from the remainder of the said property without material detriment thereto) be required to sell and convey to the Company the portion only of the premises so required, without the Company being obliged or compellable to purchase the whole or any greater portion thereof, the Company paying for the portion required by them, and making compensation for any damage sustained by the owners thereof, or other parties interested therein, by severance or otherwise.

Period for compulsory purchase of lands.

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

Lands for extraordinary purposes.

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

Notice to be given of taking houses of labouring classes.

24. 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. A.D. 1880.

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

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

26. Subject to the provisions of this Act, the Company, the Midland Railway Company, and the North London Railway Company, as lessees of the undertaking of the North and South Western Company, may enter upon, take, and use for purposes connected with the North and South Western Junction Railway, the lands, houses, and buildings following delineated upon the deposited plans and described in the deposited books of reference; (that is to say,) Power to lessees of North and South Western Junction Railway to acquire lands

Certain lands in the parish of Acton, in the county of Middlesex, lying on the south-east side of and adjoining the North and South Western Junction Railway and the Richmond Branch of the London and South-western Railway at the Acton Junction;

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

27. Subject to the provisions of this Act, the Lancashire Union Railways Company may enter upon, take, and use for the purposes of their undertaking the lands following delineated upon the deposited plans and described in the deposited books of reference; (that is to say,) Power to Lancashire Union Railways Company to acquire lands

Certain lands in the township of Ince-in-Makerfield, in the parish of Wigan, in the county of Lancaster, lying on the east side of and adjoining the Lancashire Union Railway at or near the Ince Moss Junction.

A.D. 1880.

Power to
Company
and Great
Western
Railway
Company to
acquire lands
in county of
Chester.

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

Certain lands in the township of Tranmere, in the parish of Bebington, in the county of Chester, lying on the east side of and adjoining the Birkenhead Railway at the Rock Ferry Station;

and the two Companies may make and carry into effect agreements with respect thereto.

Power to
Company
and Great
Western
Railway
Company to
execute
works at
Wednesbury.

29. Subject to the provisions of this Act, the Company and the Great Western Railway Company, jointly or either of them, may, in the line and according to the levels shown on the deposited plans and sections, alter the levels of the under-mentioned portion of the public road in the parish of Wednesbury, in the county of Stafford, which now crosses under the Great Western Railway one hundred and seventy yards or thereabouts south of the Wednesbury Station on that railway; (that is to say,)

So much thereof as lies between that crossing and the bridge which carries the Tipton Branch Railway of the Company over that road;

And they may, so far as may be required, raise the level of the sidings which now cross on the level the portion of the said road so intended to be altered;

And they 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;

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

Power to
Company
and Lanca-
shire and
Yorkshire
Railway
Company to
acquire lands.

30. Subject to the provisions of this Act, the Company and the Lancashire and Yorkshire Railway Company, jointly, or either of them with the consent of the other, may enter upon, take, and use the lands following delineated upon the deposited plans and described in the deposited books of reference; (that is to say,)

Certain lands in the township and parish of Penwortham, in the county of Lancaster, lying on the east side of and adjoining the North Union Railway north and south of Flag Lane and Bee Lane where those lanes cross that railway one thousand yards or thereabouts and one thousand three hundred and eighty yards or thereabouts respectively north of Farington Station:

Certain lands, houses, and buildings in the township and parish of Huddersfield, in the West Riding of the county of York, lying on the north side of and adjoining Whitestone Lane and west of and adjoining the property of the two Companies at Hill House;

A.D. 1880.

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

31. Nothing in this Act contained shall prejudice or affect the rights of Thomas Dicconson, of Wrightington Hall, Wigan, in the county of Lancaster, his appointees, heirs, and assigns, under section 20 of the North Union Railway Act, 1875, to make, maintain, and use on such terms as therein mentioned any branch railway or railways from, over, or through his lands in or near to the parish of Penwortham, in the same county, communicating with the railways authorised by the said last-mentioned Act by means of such sidings and junctions as therein mentioned; and the Company and the Lancashire and Yorkshire Railway Company shall, at their own cost, continue the syphon already agreed to be made under the said railways from the western side of the North Union Railway to the eastern side of the same railway, and the widening thereof authorised by the North Union Railway Act, 1875, through and across the said lands and into the ditch between the fields numbered 3 and 4 respectively on the Parliamentary plan of additional lands in the parish of Penwortham, in the county of Lancaster, deposited for the purposes of this Act, so as to carry the water from the bottom of the said ditch, or four feet at least below the surface of the land on the eastern side of the North Union Railway, to the ditch about thirty yards on the western side of the said railway.

Protection
of Thomas
Dicconson.
38 & 39 Vict.
c. clxii.

32. All rights of way, of whatever kind and degree, now existing, or which are now or may hereafter be claimed to exist, in or over certain lands in the township and parish of Ashton-under-Lyne, in the county of Lancaster, belonging to or reputed to belong to the Company and the Manchester, Sheffield, and Lincolnshire Railway Company, or one of them, bounded by the river Tame, Bayley Street, and Russell Street on the south, and the Stalybridge Branch of the Lancashire and Yorkshire Railway on the north, and intended to be appropriated by the Company and the Manchester, Sheffield, and Lincolnshire Railway Company for the purposes of their joint station at Stalybridge, shall be and the same are hereby extinguished.

Certain
rights of way
at Staly-
bridge
extinguished.

33. Nothing herein contained shall in any way authorise the Company, or the Manchester, Sheffield, and Lincolnshire Railway

Protection
of Gibbon,
Bayley

A.D. 1880.
—
Worthington
and William
Bayley.

Company, to interfere with any rights reserved to Gibbon Bayley Worthington, or William Bayley, by any agreement with or any covenant entered into by the Company and the Manchester, Sheffield, and Lincolnshire Railway Company, or either of them, or with any rights otherwise possessed by the said Gibbon Bayley Worthington, or William Bayley, without making full compensation to them in the manner provided by the 68th section of the Lands Clauses Consolidation Act, 1845, in respect of the injury caused to them or either of them, or to any lands belonging to them, or either of them, which may be injuriously affected by the extinguishment of any of such rights.

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

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

Provisions
as to repair
of new
roads, &c.

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

If any question shall arise between the Company or Companies exercising the powers of this Act as aforesaid, and any of such parties, as to the due completion of any new road or footpath or alteration of any road or footpath, such question shall from time to time be determined by two justices, on the application of either of the parties in difference, and after not less than seven days notice to both parties of the sitting of such justices for the purpose, and the certificate of such justices of the due completion of such new road or footpath or alteration of any road or footpath shall be conclusive evidence of the fact so certified.

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

A.D. 1880.
—
As to vesting
of site and
soil of
portions of
roads, &c.
stopped up.

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

Power to
take ease-
ments by
agreement.

38. The Company may, notwithstanding anything to the contrary in the Lands Clauses Consolidation Act, 1845, or in any Act relating to the Company with which that Act is incorporated, retain and hold any lands belonging to them which have not yet been applied to the purposes of the Company, or sold or disposed of by them in the parishes enumerated in the First Schedule to this Act, for the periods following; (that is to say,) as regards such of the lands as are situate near to or adjoining any railway or station of the Company, or as the Company may be of opinion that they may require for the purposes of stations, sidings, or other conveniences for the period of ten years from the passing of this Act, and as regards the other of the said lands for the period of two years from the passing of this Act.

Extension of
time for
sale of certain
superfluous
lands belong-
ing to the
Company.

But the Company shall, at the expiration of such respective periods of ten years and two years, sell and dispose of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking as superfluous lands.

39. The powers for the compulsory purchase of lands by this Act conferred upon the lessees of the North and South Western

Period for
compulsory

A.D. 1880.
purchase of
lands. Junction Railway, and upon the Company and the Great Western Railway Company, and upon the Lancashire Union Railways Company, and upon the Company and the Lancashire and Yorkshire Railway Company respectively, shall not be exercised after the expiration of three years from the passing of this Act.

Extension of
time for
acquisition
of lands for
Burton
Branches.

40. The powers conferred on the Company by the London and North-western Railway (England and Ireland) Act, 1874, as those powers were respectively extended by the London and North-western Railway (Joint and Various Powers) Act, 1877, for the compulsory purchase of lands for the purposes of the Burton Branches authorised by the said Act of 1874, are hereby extended for the period of three years from the thirtieth day of July one thousand eight hundred and eighty, and at the expiration of that period those powers shall cease and determine.

Extension
of time for
completion
of those rail-
ways and
Buxton and
High Peak
Junctions.

41. The time limited by the London and North-western Railway (England and Ireland) Act, 1874, as extended by the London and North-western Railway (Joint and Various Powers) Act, 1877, for the completion of the said Burton Branches and of the Buxton and High Peak Junctions, also authorised by the said Act of 1874, and of the works connected therewith respectively, is hereby extended for the period of three years from the thirtieth day of July one thousand eight hundred and eighty-two, and section 21 of the last-named Act shall be read and construed as if the period by this Act limited for the completion of the Burton Branches and the Buxton and High Peak Junctions respectively had been the period by that Act limited.

If the Burton Branches and the Buxton and High Peak Junctions respectively be not completed within the extended period by this Act limited for their completion respectively, then on the expiration of that period the powers for making and completing those branch railways and junction railways respectively, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Extension of
time for
completion
of new rail-
ways at
Winsford.

42. The time limited by the London and North-western Railway (New Lines and Additional Powers) Act, 1876, for the completion of the new railways at Winsford, described in and authorised by that Act, is hereby extended for the period of three years, from the twenty-fourth day of July one thousand eight hundred and eighty-one, and section 23 of that Act, so far as it relates to the new railways at Winsford, shall be read and construed as if the period by this Act limited for the completion of those railways had been the period by that Act limited.

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

A.D. 1880.

43. The Company shall abandon the construction of the Bolton and Kenyon Railway Deviation, No. 1, authorised by the London and North-western Railway (New Railways, &c.) Act, 1878.

Abandonment of railway deviation authorised by 41 & 42 Vict. c. clxxxii.

44. The abandonment by the Company of the railway deviation referred to in the last preceding section shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of the authorised work, and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation 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 Railways Clauses Consolidation Act, 1845, or in the London and North-western Railway (New Railways, &c.) Act, 1878.

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

45. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portion of the railway deviation by this Act authorised to be abandoned, the Company shall be released from all liability to purchase or to complete the purchase of any such lands; but, notwithstanding, full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice.

Compensation to be made in respect of railway deviation abandoned.

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

46. The Company and the Furness Railway Company shall abandon the construction of the two railways authorised by the Whitehaven, Cleator, and Egremont Railway Act, 1877.

Company and Furness Company to abandon authorised railways.

A.D. 1880.

Compensation for damage to land by entry, &c. for purposes of railways abandoned by Company and Furness Company.

47. The abandonment by the Company and the Furness Railway Company, under the authority of this Act, of the railways mentioned in the last preceding section shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the two Companies 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 lines of railway, and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the two Companies to receive compensation for such temporary occupation, or for any loss, damage, or injury which has 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 Railways Clauses Consolidation Act, 1845, or the Whitehaven, Cleator, and Egremont Railway Act, 1877.

Compensation to be made in respect of railways abandoned by Company and Furness Company.

48. Where before the passing of this Act any contract has been entered into or notice given by the Company and the Furness Railway Company for the purchasing of any land for the purposes of or in relation to any portions of the said two railways or works authorised to be abandoned by this Act, the two Companies shall be released from all liability to purchase or to complete the purchase of any such lands; but, notwithstanding, full compensation shall be made by the two Companies to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice; and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, as amended by any subsequent Act, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Power to supply gas and water at Crewe.

49. The Company may from time to time supply at and near Crewe gas and water not required for their own purposes to any local board or sanitary authority, and to any company or person, and may recover the rents or sums of money from time to time payable in respect of any such supply: Provided always, that the Company shall not, by virtue of the powers hereby conferred upon them, be deemed to be a company empowered by Act of Parliament to supply gas or water within the meaning of section 3 of the Gas and Water Works Facilities Act, 1870.

33 & 34 Vict. c. 70.

Provision for payment out of court of Disley and

50. Subject to the payment out of the sum of two thousand nine hundred and sixty pounds herein-after mentioned of compensation to any landowner and other person injuriously affected by the non-

completion of the Disley and Hayfield Railway, and to any creditor of the Disley and Hayfield Railway Company of any sum of money due by that company, the High Court of Justice may, on the application of the persons named in the warrant or order mentioned in section 39 of the Disley and Hayfield Railway Act, 1860, and upon or in pursuance of which the said sum of two thousand nine hundred and sixty pounds was paid into the Court of Chancery as before mentioned, or of the survivors or survivor of them, or the executors, administrators, or assigns of such survivor, order the said sum of two thousand nine hundred and sixty pounds to be paid to the persons or person so applying, or to any other person or persons whom he or they may appoint in that behalf, and on such order being made the said sum shall be accordingly transferred and paid to such person or persons.

A.D. 1880.
Hayfield
deposit
money.

51. So much of the proviso to section 35 of the London and North-western Railway (Additional Powers) Act, 1862, as relates to the bridge over the River Foryd in that section referred to shall be and the same is hereby repealed.

Repeal of
portion of
section 35
of Company's
Act of 1862.

52. Sub-section 2 of section 44 (for the protection of the London and North-western Railway Company) of the Warrington Corporation Lighting and Improvement Act, 1879, is hereby repealed, and in lieu of the provisions therein contained the following enactment shall have effect; (that is to say,)

Amendment
of section 44
of 42 & 43
Vict. c. xcii.

The provisions contained in section 8 of the said Act shall not apply to any building other than a dwelling-house, whether already or hereafter erected by any railway company and used for the purposes of their business.

53. As and from the thirtieth day of April one thousand eight hundred and eighty the following provisions relating to the Company and the Lancashire and Yorkshire Railway Company, as proprietors of the Preston and Wyre Railway and Harbour (hereinafter called the Proprietors), and the Commissioners and Trustees of the Port of Lancaster, shall have full force and effect; (that is to say,)

Provisions
relating to
the light
duties of the
Commis-
sioners and
Trustees of
the Port of
Lancaster.

(A.) All moneys received by the Commissioners and Trustees of the Port of Lancaster for or in respect of the light duties on ships or vessels or on goods carried in ships or vessels entering or leaving the port or harbour of Fleetwood, and navigating or sailing by or between the south end of Walney Island and the north-west side or part of Rossall Point, and not entering or leaving the harbour of Barrow or Piel Harbour or Piel Channel (all of which said light duties are herein-after called

A.D. 1880.
—

“the light duties”) shall, after deducting therefrom the cost of collecting the light duties from time to time, be paid and applied by them in manner following; (that is to say,)

- (1.) When the light duties (after such deduction) do not exceed four hundred and fifty pounds in any one year the whole thereof shall be retained by the Commissioners and Trustees of the Port of Lancaster for their own use;
 - (2.) When the light duties (after such deduction) exceed four hundred and fifty pounds and do not exceed one thousand pounds in any one year, the Commissioners and Trustees of the Port of Lancaster shall retain for their own use the sum of four hundred and fifty pounds; and as to the sum remaining after deducting such sum of four hundred and fifty pounds, one half thereof shall be retained by the Commissioners and Trustees of the Port of Lancaster for their own use, and the other half thereof shall be paid by the Commissioners and Trustees of the Port of Lancaster to the Proprietors;
 - (3.) When the light duties (after such deduction of the cost of collecting the light duties) exceed one thousand pounds in any one year the Commissioners and Trustees of the Port of Lancaster shall retain for their own use the sum of seven hundred and twenty-five pounds; and the sum remaining (after deducting such sum of seven hundred and twenty-five pounds) shall be paid by the Commissioners and Trustees of the Port of Lancaster to the proprietors:
- (B.) The Commissioners and Trustees of the Port of Lancaster shall, within one month from the expiration of each year, pay to the proprietors the sum which under the provisions of this clause is to be paid to them, and in default of payment of any such sum the payment in arrear shall be deemed to be a debt which has priority by statute, and shall have all the incidents thereof and may be recovered accordingly by the proprietors in any court of competent jurisdiction, together with interest at the rate of ten per centum per annum thereon, and full costs of suit:
- (C.) The Commissioners and Trustees of the Port of Lancaster shall keep full and accurate accounts of the whole of their receipts from the light duties for the year ending the thirtieth day of April in each year, duly audited and certified by an auditor to be agreed upon between the Commissioners and Trustees of the Port of Lancaster and the proprietors, or, failing

agreement, by an auditor to be appointed by the Board of Trade, and the Commissioners and Trustees of the Port of Lancaster shall send a copy of such accounts to the proprietors on or before the expiration of one month from the day on which such account shall end :

A.D. 1880.

(D.) All sums from time to time received by the proprietors from the Commissioners and Trustees of the Port of Lancaster for or in respect of the light duties shall be applied by the proprietors in maintaining, buoying, lighting, regulating, and improving the said port or harbour of Fleetwood :

(E.) It shall not be lawful for the said commissioners and trustees to demand, collect, receive, or take the rate or duty of three-pence per ton referred to in section eight of the said Act of the twenty-ninth year of the reign of His late Majesty King George the Third, chapter thirty-nine, for or in respect of any ship or vessel to which this section relates which has once paid the same until the expiration of one year from the date of such payment, and so on from time to time.

54. The Company may and shall from time to time and at all times hereafter repair, renew, improve, and maintain the under-mentioned portion of the existing embankment in the parish of Abergele, in the county of Denbigh, constructed by the trustees for carrying into execution the said several Acts of the thirty-fourth year of George the Third, chapter one hundred and ten, and fifty-third year of George the Third, chapter one hundred and twenty-one ; (that is to say,)

Company to
maintain
portion of
embankment
in Abergele.

So much thereof as lies between the western extremity of the said embankment and a point thereon two thousand one hundred and ninety-four yards or thereabouts eastward therefrom ;

And, so far as may be necessary for giving effect to the foregoing enactments of this Act with respect to the portion of embankment above specified, all the powers and provisions of the said Acts with respect to the repair and maintenance of the said embankment and for the protection thereof, and of the works connected therewith (other than and except the powers of raising money by mortgage or by assessments or rates, and the provisions relating thereto), may be exercised by or on behalf of and shall extend and apply to the Company as fully and effectually as the same might have been exercised by or on behalf of or extended or applied to the said trustees :

A.D. 1880.

The trustees are hereby freed and discharged from all liability or obligation to repair, renew, improve, or maintain the last-mentioned portion of the said embankment :

The Company is hereby freed and discharged of and from all liability or obligation to pay or contribute any rate, sum or sums of money, to the said trustees under or by virtue of any provision of the said Acts :

The Company and the said trustees, and any person or persons rated or liable to be rated for the maintenance or repair of the said embankment, may make, and carry into effect agreements with respect to the matters aforesaid, or any of them.

Power to
apply cor-
porate funds
to purposes
of Act.

55. The Company may apply to any of the purposes of this Act any of the moneys which they now have in their hands or which they have power to raise by virtue of any Act relating to the Company, and which may not be required for the purposes to which they are by any such Act made specially applicable.

Power to
lessees of
North and
South
Western
Junction
Railway to
apply cor-
porate funds.

56. The lessees of the North and South Western Junction Railway respectively may apply to any of the purposes of this Act to be executed by them any of the moneys which they now have in their hands or which they have power to raise by virtue of any Act relating to them, and which may not be required for the purposes to which they are by any such Act made specially applicable.

Power to
Lancashire
Union
Railways
Company
to apply
corporate
funds.

57. The Lancashire Union Railways Company may apply for or towards the purposes of this Act which they are empowered to carry into effect any moneys which they now have in their hands, or which they have power to raise by shares or stock or mortgage, and which are not by any Act relating to that company passed in this or in any previous session of Parliament made applicable to any special purpose, or which being so made applicable are not required for the special purpose.

Power to
Great
Western
Railway
Company to
apply cor-
porate funds.

58. The Great Western Railway Company may apply for or towards the purposes of this Act which they are empowered to carry into effect any moneys which they now have in their hands, or which they have power to raise by virtue of any Act relating to them, and which may not be required for the purposes to which they are by any such Act made specially applicable.

Power to
Lancashire
and York-
shire Rail-
way Com-

59. The Lancashire and Yorkshire Railway Company may apply for or towards the purposes of this Act which they are empowered to carry into effect any moneys which they now have in their hands, or which they have power to raise by shares or stock or mortgage,

and which are not by any Act relating to that company passed in this or in any previous session of Parliament made applicable to any special purpose, or which being so made applicable are not required for the special purpose.

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pany to apply
corporate
funds.

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

Provision as
to general
Railway
Acts.

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

Expenses
of Act.

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FIRST SCHEDULE referred to in the foregoing Act.

SUPERFLUOUS LANDS OF THE COMPANY.

County.	Parish.
Middlesex - - - - -	St. Pancras.
Essex - - - - -	Mucking. Corringham. Fobbing.
Buckingham - - - - -	Wolverton.
Warwick - - - - -	Aston-juxta-Birmingham. Sutton Coldfield.
Stafford - - - - -	Darlaston. Tipton.
Salop - - - - -	Whitchurch.
Chester - - - - -	Malpas.
Flint - - - - -	Treiddyn. Meliden.

SECOND SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the sixteenth day of June one thousand eight hundred and eighty between the Right Honourable Edward Gordon Lord Penrhyn on behalf of himself and of all persons entitled in reversion, remainder, or expectancy to the castle and demesne lands of Penrhyn, in the county of Carnarvon, (herein-after called "the Vendor,") of the one part, and the London and North-western Railway Company (herein-after called "the Company") of the other part. Whereas the Company are promoting an application to Parliament for an Act for conferring additional powers on the Company in relation to their own undertaking and the undertakings of other Companies, and for other purposes, whereby the Company seek for power (among other things) to make a railway, described in Clause 4 of the proposed Act as the Bangor and Bethesda Railway (four miles two furlongs and six chains in length), commencing in the parish of Bangor, in the county of Carnarvon, by a junction with the Chester and Holyhead Railway of the Company, and terminating at Bethesda, in the parish of Llanllechid, in the same county: And whereas the said Bangor and Bethesda Railway is intended to pass for its entire distance through the Penrhyn settled estates, of which estates (including the said castle and demesne lands of Penrhyn)

the said Edward Gordon Lord Penrhyn is tenant for life in possession: And whereas, in order to avoid opposition on the part of the vendor to the passing of the Bill through Parliament, and to prevent any unnecessary interference with the said estate and the demesne lands thereof as a residential estate, it has, for the considerations herein-after mentioned, been mutually agreed as follows; (that is to say,)

(1.) The Company will, so soon and so far as the forms of Parliament will admit of the same being done, insert in the Bill for the proposed Act a certain clause which has been agreed upon between the vendor and the Company for the protection of the estate of the vendor, and will use their best endeavours to procure the passing of the Bill through Parliament with the said clause contained therein:

(2.) The vendor, for the purpose of securing the insertion of the said clause in the Bill, shall be at liberty to present a petition to the House of Commons, in such form as he may be advised by his counsel is necessary, but will not appear upon such petition if the said clause shall be inserted in the filled-up Bill to be deposited in the Private Bill Office under standing order 237 of the House of Commons, nor unless and until objection is taken by any party or by the Committee on the Bill to the insertion of the clause, or unless it is proposed to alter it:

(3.) The vendor will not oppose, but will use his best endeavours to support, the Bill in the House of Lords if the said clause in its present form is contained therein, but shall be at liberty for his own protection to present a petition against alterations in the Bill in the House of Lords.

(4.) If the Bill should pass into a law the vendor shall sell to the Company, and the Company shall purchase from the vendor, within the period hereby agreed the fee simple and inheritance, free from incumbrances, (but not including the interest therein of any lessees, tenants, or occupiers thereof other than the interests of the vendor and of all persons entitled in reversion, remainder, or expectancy,) of and in the lands delineated and described on the plan annexed hereto, and thereon coloured red, required for the construction of the said railway in manner aforesaid, and of the stations and approaches thereto, at the price or sum of seven thousand pounds, inclusive of permanent damage or injury to such lands and to the buildings thereon (except as herein-after mentioned), and of the value of any timber or underwood growing thereon, and which sum is to include satisfaction and compensation for all damage sustained by the vendor by reason of the severing of the property purchased from the vendor's other property, or otherwise injuriously affecting such other property by the execution of the powers of the intended Act and of the Acts incorporated therewith, and to be in full satisfaction of all bridges or ways, either over, under, or across the intended railway (except such as are mentioned in the Schedule hereto), which might otherwise be required to be made or done under the provisions of the intended Act or of the Acts incorporated therewith for the better enjoyment or accommodation of the vendor's adjoining property, and no land other than that coloured red on the annexed plan shall be permanently taken by the Company otherwise than by agreement with the vendor.

(5.) The vendor will, for the consideration herein-before mentioned, grant to the Company a right to construct a tunnel in the direction, line, and levels indi-

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cated on the plans and sections annexed hereto, and also a right to make such ventilating or working shafts from the said tunnel to the surface of the ground as may reasonably be required by the Company, and for the above purposes and for the use and maintenance of such tunnel and shafts when constructed will grant to the Company a perpetual easement under and through the lands hatched with red lines on the plan annexed hereto, but not exceeding in any part eight yards in width, but the ownership of the lands, subject to such easement, shall remain vested in the vendor.

(6.) The Company shall (in addition to the said purchase money or sum of seven thousand pounds), upon the completion of the purchase, pay into the hands of Colonel West, or other the agent for the time being of the vendor, the sum of one hundred pounds, to be expended by him in building a cowshed on the said estate, in lieu of a cowshed at Tyny Clawdd Farm, and the vendor shall be at liberty, at any time within one calendar month after the payment of the said one hundred pounds, to take down and remove the materials of the said cowshed, otherwise such materials shall become the property of the Company.

(7.) The vendor hereby undertakes, within two months from the date of the Royal Assent being given to the intended Act, at the expense of the Company, to deliver to the Company or their solicitor an abstract of title to the said lands and hereditaments, to commence with the will of the late George Hay Dawkins Pennant, who died on or about the sixteenth day of December one thousand eight hundred and forty, and to produce the subsequent deeds, muniments of title, and other evidences in proof of the same, but to such extent as the solicitor of the Company shall require, and not further. The earlier title to the said lands and hereditaments shall not be inquired into or objected to, notwithstanding that notice of the same may appear in any abstracted document.

(8.) The vendor and all other necessary parties shall and will make and execute all proper and necessary conveyances to the Company, to take effect under the Lands Clauses Consolidation Act, 1845, subject to the provisions of the intended Act and of the Acts incorporated therewith, as the Company may reasonably require, of the said lands and hereditaments, and of the rights and easements hereby agreed to be granted, and shall enter into such limited covenants for title, and for production of deeds or other evidences not handed over to them, as shall be in accordance with the usual practice of conveyancers in the like cases on purchases of lands forming part of settled estates.

(9.) The said purchase shall be completed within six calendar months from the date of the Royal Assent being given as aforesaid, when the possession of the said premises, so far as the vendor's interest and that of all persons entitled in reversion, remainder, or expectancy therein is concerned, shall be given to the Company.

(10.) The several engineering works contained in the Schedule hereto shall be made by the Company with all reasonable despatch and in a workmanlike manner, to the reasonable satisfaction of the vendor's surveyor, and so that the same shall be ready for use (so far as may be) before the several roads, foot-paths, pipes, drains, ditches, and other works as a substitution for which the scheduled works are respectively intended are obstructed by the Company, and where such obstruction cannot be reasonably prevented the Company shall

make all proper arrangements to render such obstruction as little inconvenient as possible to the vendor. A.D. 1880.

(11.) The Company shall use their best endeavours to obtain the scheduling of this Agreement in and its confirmation by the Bill, subject nevertheless to such alterations as Parliament may think fit to make therein: Provided always, that in case any material alteration shall be proposed to be made therein it shall be competent to either party to withdraw the same from the Bill, or to require its withdrawal as the case may be, and in that case the agreement shall (so far as it lawfully may be) continue in force as a binding agreement between the parties.

In witness whereof, the vendor hath hereunto set his hand and seal, and the Company have caused their common seal to be hereunto affixed, the day and year first above written.

SCHEDULE.

ENGINEERING WORKS.

Number of Work.	Distance on Railway Plan.			DESCRIPTION OF WORKS.
	m.	f.	ch.	
1	0	1	0	A level crossing with posts and gates 9 feet wide. Road across railway to be laid with Penmaenmawr sets in the usual manner.
2	0	2	2	A cattle pass, near fence dividing fields, opening 7 feet 6 inches wide and 8 feet high from present surface of ground.
3	0	2	2	Two gates, each 9 feet wide, in above fence at entrances to cattle pass.
4	0	3	7½	A level crossing same in all respects as No. 1.
5	0	4	7	An occupation bridge, brick, stone, or iron, 9 feet wide inside walls, over line, with a proper approach at each end of inclination not less than 1 in 20.
6	0	5	3	Level crossing same in all respects as No. 1.
7	0	6	4½	Occupation bridge, to have two openings each 7 feet 6 inches wide and 13 feet high, for use of two farms.
8	1	0	8	Level crossing same in all respects as No. 1.
8A	1	1	5	Level crossing to be same in all respects as No. 1.
9	1	2	1	An occupation bridge 10 feet wide and 13 feet high.
10	1	2	1	A gate 9 feet wide to give access to field by road leading to Glas Yn Fryn Mill.
11	1	3	3	Provide for footpath from Coed Howell Farm to Mill Footbridge to be moved lower down stream.

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Number of Work.	Distance on Railway Plan.			DESCRIPTION OF WORKS.
	m.	f.	ch.	
12	1	4	1	At occupation road from Coed Howell Farm to Glas Yn Fryn, an arched underbridge, same in all respects as No. 9 (approaches already made).
13	1	4	8	Bridge over tramway to be 14 feet wide on the square, and at least 11 feet clear from surface of rails to bottom of girder.
14	1	5	0	Occupation road to be diverted. An underbridge 10 feet wide and 10 feet high. Two gates 9 feet wide to be placed on occupation bridge under railway. From point B. on plan road to be made along line for about 6 chains to field marked 6 furlongs, to give access to fields on east side of line 9 feet wide, with three gates each 9 feet wide.
15	1	7	4	Gate 9 feet wide to give access to field on same side from parish road.
16	1	7	5	Confine proposed railway station to side of railway next stream shown on deposited plan and wall in all station premises, to prevent trespass on adjoining lands.
17	2	1	0	Provision to be made for well on south side of line and pump to be erected for water supply of adjoining dwellings.
18	2	1	3	An over-bridge for farm purposes same in all respects as No. 5.
19	2	2	0	A 9-inch iron pipe over line across public road to convey present water supply for use of land on north side of line to be laid under roadway.
20	2	3	0	Footpath to be provided for.
21	2	4	0	Watercourse to be carried over line in wrought-iron trough 7 to 8 feet wide (subject, at the option of the Company, with the consent of the vendor, to modification, so as to avoid troughs). Water supply not to be diverted from Felin Hen Water Mill.
22	2	4	0½	An over-bridge for farm purposes same in all respects as No. 5.
22a	2	Between 5 and 5	4	} Lord Penrhyn to have liberty to drain from land surface water only into Company's side drains alongside line of railway.
	2	5	9	
23	2	6	5	Wall in all station premises to prevent trespass on adjoining lands.
24	2	6	7	Gate 9 feet wide to give access to field on south side of line between line and tramway.
25	2	6	8	£100 to be paid Lord Penrhyn for rebuilding cow-house and stables.
26	3	0	4	An under-bridge 10 feet wide and 13 feet high, approaches and road under bridge to be properly pitched with stones 9 inches thick and covered with a bed of metalling 3 inches thick.
27	3	0	8	A cattle pass same in all respects as No. 2.
28	3	1	5½	An over-bridge 14 feet wide between parapets to carry tramway.
29	3	6	1	A level crossing same in all respects as No. 1.
30	3	6	7	A cattle pass same in all respects as No. 2.
31	4	0	2½	A cattle pass 7 feet 6 inches wide and 10 feet high, with a proper road 9 feet wide from level of turnpike road.

Culverts to take the water at all ditches to be at least 3 feet below the present surface of the ground, in order to allow the land on higher side of line to be properly drained.

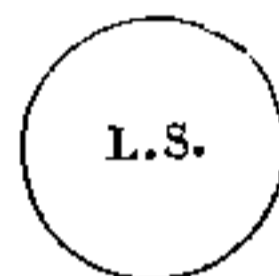
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At Terminus Bethesda a road to be constructed on southern boundary of property acquired by the Company 18 feet wide between walls the whole length from turnpike road to proposed western boundary of same property, to give access to land and afford means of communication with the Llandegai side of the river, and an occupation road 9 feet wide from its western end along the side of station, with an inclination of 1 in 30, to give access to fields between railway and river.

Signed, sealed, and delivered by the above-named Edward Gordon Lord Penrhyn in the presence of—

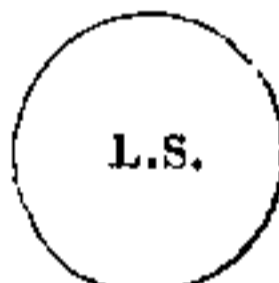
JOHN CHAS. REES,
13, Great George Street,
Westminster,
Parliamentary Agent.

PENRHYN.



Passed under the Common Seal of the above-named London and North-western Railway Company in the presence of—

F. HARLEY,
Assistant Secretary.



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