



CHAPTER cxlvi.

An Act for conferring additional powers on the Midland Railway Company in connexion with their own Undertaking and the Undertakings of the Sharpness New Docks and Gloucester and Birmingham Navigation Company and the Severn Bridge Railway Company; for raising further Capital; and for other purposes. A.D. 1880.

[6th August 1880.]

WHEREAS it is expedient that the Midland Railway Company (in this Act called "the Company") should be empowered to construct the new railways in this Act mentioned, and also to make the new roads and footpaths in this Act mentioned, and to stop up portions of existing roads and footpaths, and also to acquire additional lands for the purposes of this Act, and for extending their stations, sidings, warehouses, engine-sheds, workshops, coal depôts, and other works and conveniences for the accommodation of their traffic, and for other purposes connected with their undertaking:

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

And whereas it is expedient that the period limited by the Midland Railway (Additional Powers) Act, 1875, for the completion of the Burton Connecting Branch, the Swadlincote and Woodville Junction, and the Doe Lea Extension Deviation by that Act authorised should be extended:

A.D. 1880.

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

And whereas it is expedient that the London and North-western Railway Company and the Company, as joint owners of the Ashby and Nuneaton Joint Railway, should be empowered to construct the new and stop up the existing footpaths in this Act mentioned in that behalf :

And whereas the Company, as owners of the Birmingham West Suburban Railway, are liable to the payment of certain annual rentcharges to the Sharpness New Docks and Gloucester and Birmingham Navigation Company, and it is expedient that provision should be made for the substitution for such rentcharges of stock in the Company's undertaking :

And whereas the Company have subscribed towards and hold shares in the undertaking of the Severn Bridge Railway Company, and it is expedient that they should be empowered to increase that subscription :

And whereas the Company are authorised by existing Acts to subscribe towards the capital of the Tottenham and Hampstead Junction Railway Company to the extent of one hundred and thirty-six thousand six hundred and sixty-three pounds, and they have taken or agreed to take shares amounting in the aggregate to two hundred and forty-nine thousand three hundred pounds, and it is expedient that the Company should be empowered to take and hold shares for the last-named amount :

And whereas it is expedient that the Company should be empowered to raise additional capital for the purposes of the railways and works by this Act authorised, and also for the making and enlargement of stations, sidings, warehouses, engine-sheds, workshops, coal depôts, and other works and conveniences for the accommodation of the increased and increasing traffic on their railways, and for completing the purchase of lands and buildings for any of the above-mentioned purposes, and for providing additional plant and rolling stock block and interlocking signals, and for the general purposes of their undertaking :

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

And whereas the objects 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: A.D. 1880.

1. This Act may be cited for all purposes as the Midland Railway (Additional Powers) 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; 8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.

The Railways Clauses Consolidation Act, 1845; 26 & 27 Vict. c. 92.
Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act, 1863;

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

The transfer and transmission of shares;

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

The forfeiture of shares for nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money by the Company on mortgage or bond;

The conversion of borrowed money into capital;

The consolidation of shares into stock;

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

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 railway" or "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.

A.D. 1880.

Power to
make new
railways.

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

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

(1.) The Belsize Second Tunnel (one mile three furlongs and eight chains in length), commencing in the parish of Saint John Hampstead, in the county of Middlesex, by a junction with the Company's main line of railway, and terminating in the parish of Saint Pancras, in the same county, by a junction with the Company's said main line; with power to the Company, for the purpose of constructing the said railway and during the execution of the works, to lay down and to work over and use a railway or siding over, under, or across Finchley Road, Fitzjohns Avenue, Lawn Road, Upper Park Road, and Park Road, in the parish of Saint John Hampstead, and Southampton Road and Gospel Oak Grove, in the parish of Saint Pancras, and upon or along the surface of the roads, streets, and places following, or some or one of them (that is to say), Lismore Road (between the corner of Gospel Oak Grove and Lismore Circus), Lismore Circus, Circus Road East, and Carlton Road, all in the said parish of Saint Pancras: Provided always, that, notwithstanding anything in this Act contained, the Company shall not, in constructing the Belsize Second Tunnel, deviate laterally from the centre line thereof as shown upon the deposited plans to a greater extent than ten feet: Provided also, that the powers herein-before conferred upon the Company to lay down, work over, and use a railway or siding over, across, or along the surface of the said roads, streets, or places shall only be exercised on such terms and subject to such conditions as shall be prescribed in writing by the Metropolitan Board of Works, under their common seal, or by their principal engineer for the time being under his hand:

(2.) The Tottenham and Hampstead North Curve (five furlongs seven chains and sixty links in length), commencing in the parish of Saint Pancras, in the county of Middlesex, by a junction with the Company's main line of railway, and termi-

nating in the parish of Saint Mary Islington, in the same county, by a junction with the Tottenham and Hampstead Junction Railway : A.D. 1880.

(3.) The Bootle Goods Branch (two miles one furlong and nine chains in length), commencing in the township of Fazakerley in the parish of Walton-on-the-Hill, in the county of Lancaster, by a junction with the North Liverpool Line of the Cheshire Lines Committee now in course of construction, and terminating in the township of Bootle-cum-Linacre, in the said parish of Walton-on-the-Hill :

(4.) The Stroud Branch (one mile one furlong and five chains in length), commencing in the parish of Kingstanley, in the county of Gloucester, by a junction with the Company's Stonehouse and Nailsworth Railway, and terminating in the parish of Rodborough, in the same county ;

And for the purposes of the said Stroud Branch the Company may make a new road commencing in the parish of Stroud, in the county of Gloucester, by a junction with the public road leading from Rowcroft through Wallbridge to Rodborough and Nailsworth, at or near the Bell Inn, Wallbridge, and terminating in the parish of Rodborough, in the same county :

(5.) Two railways to be called "the Walsall Wood Branch Extensions" :

No. 1 (one mile one furlong six chains and sixty links in length), commencing in the township of the Foreign of Walsall, in the parish of Walsall in the county of Stafford, by a junction with the Company's Walsall Wood Branch now in course of construction, and terminating in the parish of Norton Canes, in the same county, by a junction with the South Staffordshire Railway of the London and North-western Railway Company :

No. 2 (two miles and seven chains in length), situate wholly in the said parish of Norton Canes, in the county of Stafford, commencing by a junction with Railway No. 1, and terminating by a junction with the railway of the Cannock Chase and Wolverhampton Railway Company :

Provided also, that, notwithstanding anything in this Act contained, the Company shall not construct so much of Railway No. 1 of the Walsall Wood Branch Extensions as lies between the junction therewith of Railway No. 2 and the termination of the said Railway No. 1 without the consent in writing of the London and North-western Railway Company

A.D. 1880.

under their common seal being first had and obtained. And the said Railway No. 1 shall be so constructed as not to cross on the level any of the sidings of the London and North-western Railway Company:

- (6.) The Ilkeston North Curve (one furlong and seven chains in length), situate wholly in the parish of Cossall, in the county of Nottingham, commencing by a junction with the Company's Erewash Valley Railway, and terminating by a junction with the Company's Ilkeston Branch Railway.

The said railways shall, for the purposes of tolls and charges, and for all other purposes whatsoever, be part of the undertaking of the Company, as if the same had been part of the Midland Railway vested in the Company by the Act (local and personal) 7 & 8 Vict. c. 18., entitled "An Act to consolidate the North Midland, Midland Counties, and Birmingham and Derby Junction Railways," and had formed part of the line of the Midland Railway at the time of the passing of the Act (local and personal) 9 & 10 Vict. c. 326., entitled "An Act to consolidate the Bristol and Gloucester and Birmingham and Gloucester Railway Companies with the Midland Railway Company."

Construction
of bridges
over railway
in the
metropolis.
18 & 19 Vict.
c. 120.

5. All bridges constructed by the Company for carrying any public road or street within the metropolis, as defined by the Metropolis Management Act, 1855, over the railway, shall be constructed so as not to lessen the present clear width of such road or street, including the footway; and in no case shall any such bridge be of less width between the parapets thereof than forty feet measured on the square, and every such bridge shall be so covered as to prevent, as far as may be practicable, the escape of steam, smoke, or other offensive effluvia into the said roads and streets. And such bridges shall be constructed, so far as is practicable, so as to deaden the sound of engines, carriages, and traffic passing underneath them; and the Company shall not execute or commence the erection of any such bridges or works as aforesaid until they shall have given to the Metropolitan Board of Works twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office of the said Board, with plans, elevations, sections, and other necessary particulars of the construction of the said bridges, and until the Board shall have signified their approval of the same, unless the said Board fail to signify such approval or their disapproval, or other directions, within twenty-one days after service of the said notice and delivering of the said plans, elevations, sections, and other particulars as aforesaid; and the Company shall comply with and conform to

all reasonable directions and regulations of the said Board in the execution and subsequent maintenance of the said bridges and works connected therewith, and shall save harmless the said Board against all and every expense to be occasioned thereby, and all such works shall be done to the reasonable satisfaction of the engineer or other officer or officers of the said Board at the costs, charges, and expenses in all respects of the Company, and all costs, charges, and expenses which the said Board may be put to by reason of the works of the Company, whether in the execution of the works, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to the said Board by the Company on demand.

A.D. 1880.

6. Where any of the intended works to be done under or by virtue of this Act shall or may pass over, under, or by the side of, or so as to interfere with any sewer, drain, watercourse, defence, or work under the jurisdiction or control of the Metropolitan Board of Works, or of any vestry or district board of works constituted under the Metropolis Management Act, 1855, or any Act or Acts amending the same, or extending the powers thereof, or with any sewers or works to be made or executed by the said boards or vestries, or any of them, or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control, the Company shall not commence such works until they shall have given to the said Metropolitan Board, or to the district board or vestry, as the case may be, twenty-one days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such board or vestry, as the case may be, for the time being, with a plan and section showing the course and inclination thereof, and other necessary particulars relating thereto, and until such board or vestry respectively shall have signified their approval of the same, unless such board or vestry, as the case may be, do not signify their approval, disapproval, or other directions within twenty-one days after service of the said plan, section, and particulars as aforesaid; and the Company shall comply with and conform to all orders, directions, and regulations of the said Metropolitan Board, and of the respective district board or vestry, as the case may be, in the execution of the said works, and shall provide by new, altered, or substituted works in such manner as such boards or vestries respectively shall reasonably require for the proper protection of, and for preventing injury or impediment to, the sewers and works herein-before referred to, by reason of the said intended works, or

Protection of
sewers in the
metropolis.

A.D. 1880. any part thereof, and shall save harmless the said boards and vestries respectively against all and every the expense to be occasioned thereby; and all such works shall be done by or under the direction, superintendence, and control of the engineer or other officer or officers of the said Metropolitan Board, district board, or vestry, as the case may be, at the costs, charges, and expenses in all respects of the Company, and all reasonable costs, charges, and expenses which the said Metropolitan Board or any district board or vestry may be put to by reason of such works of the Company, whether in the execution of works, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to such board or vestry by the Company on demand; and when any new, altered, or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges, or expenses of the Company under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said Metropolitan Board, district board, or vestry, as the case may be, respectively, as any sewers or works now are or hereafter may be. And nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the said respective boards or vestries, or any or either of them, or of their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed.

Protection of
the Vestry
of Saint
Pancras.

7. For the protection of the Vestry of the parish of Saint Pancras (in this section called "the vestry") the following provisions shall have effect; that is to say,

(1.) In and for the purposes of this section, "the parish" means the parish of Saint Pancras, in the county of Middlesex:

"Rails" means and includes all rails and sidings which the Company may, under the powers of this Act, lay down, work over, or use upon, along, or over any road, street, or place in the parish:

"Road" means and includes any public road, street, or place upon, along, or over which any rails are for the time being laid:

"The surveyor" means the chief surveyor for the time being of the vestry:

(2.) The rails shall be so laid and maintained as that the uppermost edge thereof shall be upon a level with the surface of the road:

- (3.) Not more than one set of rails shall be laid in any road without the previous consent of the vestry under the hand of the surveyor: A.D. 1880.
- (4.) The rails shall be of such a kind as shall be approved by the surveyor, and shall be laid down under his superintendence and to his reasonable satisfaction, and the space between the rails and for a distance of eighteen inches outside each outer rail shall be paved with granite sets or wooden blocks laid on a concrete or other approved foundation, and no alteration shall be made except under the like superintendence:
- (5.) The rails shall at all times during their continuance be maintained in good repair and condition to the reasonable satisfaction of the surveyor, and so as not to interfere with the traffic along the road, and the entire surface of the road from kerb to kerb shall be kept clean and free from clay and other rubbish:
- (6.) During the continuance of the rails on any road, the Company shall maintain and keep in repair the entire width of such roads, and for the length thereof upon or along which the rails shall be laid, with such material and in such manner as the vestry may from time to time prescribe or approve; and the Company shall, after the removal of any such rails, with all possible despatch remake, reinstate, and make good such road, and remove all rubbish occasioned thereby, and shall for the space of six calendar months after such reinstating and making good maintain and keep in good repair such road to the reasonable satisfaction of the surveyor:
- (7.) The Company shall erect gates or barriers on both sides of Southampton Road and Gospel Oak Grove respectively, where crossed by the rails, and shall, except when any waggon or truck is crossing the road, keep such gates or barriers closed:
- (8.) The Company shall not, except under and in accordance with regulations to be from time to time approved by the vestry under their common seal, or in case of difference between them and the Company, to be approved by the Board of Trade, use any other than animal power for moving any waggon or truck upon or along such road outside the boundary width of the railway company's property:
- (9.) No waggon or truck shall be allowed to remain standing in any road, and not more than such number of waggons or trucks as the surveyor shall agree as reasonable shall at the same time be drawn by the same horse or horses:

A.D. 1880.
—

- (10.) The Company shall so work and use the rails as not to cause any unnecessary interference with or stoppage of the traffic of any road, and shall provide and employ signalmen and adopt all other reasonable precautions to prevent injury or inconvenience to the public using any road :
- (11.) The rails shall not, except with the consent of the vestry, be suffered to remain in any road for a longer period than shall be necessary for the completion of the tunnel and railway, and in no event for a longer period than three years from the commencement of laying down the same ; and the Company shall at the expiration of that period remove the rails, and shall not thereafter lay down any rails in substitution for those so removed :
- (12.) If the Company, their contractors or agents, or any officer or servant in the employ of them, or any or either of them, offend against any of the foregoing provisions, the Company shall be liable for every such offence to a penalty not exceeding twenty pounds for every day or part of a day during which such offence shall continue :
- (13.) Whenever in the construction of any of the works by this Act authorised, or by reason of the execution of any of the powers of this Act, it may at any time be necessary to divert, alter, or interfere with any sewers or drains under the control and management of the vestry, every such diversion, alteration, or interference, and all works connected therewith or ancillary thereto, shall be executed by the Company according to such plan and in such manner as may from time to time be reasonably prescribed or approved by the vestry, and to the reasonable satisfaction of the surveyor :
- (14.) Before the Company execute any work, or do anything whereby the flow of sewage in any sewer or drain may be interrupted or interfered with, they shall provide to the reasonable satisfaction of the surveyor a substituted sewer or drain, and connect the same with some other sewer or drain of the vestry :
- (15.) If by reason of the execution of any of the powers of this Act any increased length of sewers or drains shall become necessary, the same shall be provided and laid down by or at the expense of the Company, according to such plan and in such manner as may be reasonably approved by the vestry :

(16.) Nothing in this Act contained shall interfere with the powers of the vestry, from time to time as they think fit, to construct sewers and drains, or to repair or inspect any sewer or drain, or to make connexions and communications there-with : A.D. 1880.

(17.) While the Company are possessed under the authority of this Act of any lands, houses, buildings, or other property assessed or liable to be assessed to any district general or special rate, and until any works to be constructed in the parish of Saint Pancras are so far completed as to be assessed or liable to be assessed to an amount equal to or greater than the aggregate of the gross rateable value of the said lands, houses, buildings, and property in the last rate made by the vestry before the passing of this Act, the Company shall be liable to make good the deficiency in the assessments by reason of such lands, houses, buildings, or other property being taken or used by them, and the deficiency shall be computed according to the rental at which such lands, houses, buildings, and other property are now rated in the said last rate :

(18.) The Company and the vestry may enter into and carry into effect agreements for and in relation to the execution by the vestry of any works by this section prescribed for the protection of the vestry :

(19.) The Company shall indemnify and save harmless the vestry from and against all costs, charges, and expenses which may be occasioned to the vestry, and from and against all claims and demands which may be made against them for loss or damage by reason of the laying down, maintaining, working over, using, altering, or removing of the rails :

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

8. For the protection of the Vestry of Saint John Hampstead (in this section referred to as the vestry) the following provisions shall have effect : Protection of Vestry of Saint John, Hampstead.

(1.) For the purposes of this section "the parish" means the parish of Saint John Hampstead, in the county of Middlesex :

A.D. 1880.
—

“Road” means and includes any road, street, footway, or place in the parish upon, along, or across which any rails shall be laid :

“Rails” means and includes all rails and sidings which the Company may under the powers of this Act lay down, work over, or use over, under, or across any road in the parish :

“The surveyor” means the surveyor for the time being of the vestry :

- (2.) The rails shall be so laid and maintained as that the upper edges thereof shall be upon a level with the surface of the road :
- (3.) The rails shall be of such a kind as shall be reasonably approved by the surveyor, and shall be laid down under his superintendence and to his reasonable satisfaction, and no alteration shall be made in the rails except under the like superintendence and approval :
- (4.) The rails shall at all times during their continuance be maintained in good repair and condition, and to the reasonable satisfaction of the surveyor, and so as not unnecessarily to interfere with the traffic along the road, and the entire surface of the road where crossed by the railway shall be kept clean and free from clay and rubbish :
- (5.) No more than one set of rails shall be laid in any road without the previous consent of the vestry under the hand of the surveyor :
- (6.) The laying down of the rails in any road shall when once commenced be proceeded with and finished with all reasonable despatch :
- (7.) The rails shall not, except with the consent of the vestry, be suffered to remain in any road for a longer period than shall be necessary for the completion of the tunnel, and in no event for a longer period than three years from the commencement of laying down the same, and the Company shall at the expiration of that period remove the rails, and shall not thereafter lay down any rails in substitution for the rails so removed :
- (8.) During the continuance of the rails, the Company shall maintain and keep in repair so much of the roads wherein the same shall be laid as lies between the rails, and for a distance of one foot six inches beyond each outer rail, with granite sets or wooden blocks laid on a concrete or other foundation to be reasonably approved by the surveyor :

A.D. 1880.

- (9.) The Company after the removal of any rails shall, to the reasonable satisfaction of the surveyor, reinstate and make good the road with all reasonable despatch, and with such materials as the surveyor shall reasonably approve, and shall carry away the rubbish occasioned thereby, and shall for six calendar months after such reinstating and making good maintain and keep in good repair such road to the like satisfaction :
- (10.) The Company shall erect gates or barriers on both sides of the road where crossed by the rails, and shall, except when any waggon or truck is crossing the road, keep such gates or barriers closed :
- (11.) No waggon or truck shall be allowed to remain standing in the road, and not more than such number of waggons or trucks as the surveyor shall agree to be reasonable shall be at any one time drawn across such road :
- (12.) The Company shall keep a signalman at the part of the road crossed by the rails, who shall, when any cart, carriage, or other vehicle approaches from either side to the portion of road crossed, give warning thereof, by effectual signals, to the officers and servants of the Company, who shall prevent the crossing of that road by means of the said rails until such cart, carriage, or other vehicle shall have passed, it being the intent and meaning of this condition that the carts, carriages, and other vehicles passing along the road shall at all times have precedence over the traffic of the railway using the rails :
- (13.) If the Company, their contractors or agents, or any officer or servant in the employ of them, or any or either of them, offend against any of the foregoing provisions, the Company shall be liable for any such offence to a penalty not exceeding ten pounds, and in case of a continuing offence to a further penalty not exceeding five pounds for every day or part of a day during which such offence shall continue :
- (14.) All works and things to be executed, done, or provided by the Company under the provisions of this section shall be so executed, done, and provided at the cost in all things of the Company, and they shall indemnify and save harmless the vestry from and against all costs, charges, and expenses which may be occasioned to the vestry, and from all claims and demands which may be made against them for loss or damage consequent on or by reason of the laying down,

A.D. 1880. maintaining, working over, or using, altering, or removing of the rails :

(15.) If, in or by reason of the execution of any of the powers by this Act conferred upon the Company, it is at any time necessary to divert, alter, or interfere with any sewer or drain under the control and management of the vestry, the Company shall execute such diversion, alteration, or interference, and all works connected therewith, and shall also construct such further works as may be rendered necessary thereby, according to such plan, and in such manner, as may be from time to time reasonably prescribed or approved by the vestry and to the reasonable satisfaction in all respects of the surveyor :

(16.) Before the Company execute any work or do anything whereby the flow of sewage in any such sewer or drain may be interrupted or interfered with, they shall provide to the reasonable satisfaction of the surveyor a substituted sewer or drain, and connect the same with some other sewer or drain of the vestry :

(17.) Nothing in this Act contained shall interfere with the powers of the vestry, from time to time as they think fit, to construct sewers and drains, or to repair or inspect any sewer or drain, or to make any connexion or communication therewith :

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

Protection of
the Corporation of
Bootle-cum-
Linacre.

9. In the construction of the Bootle Goods Branch Railway, and the works connected therewith, through and in the borough of Bootle-cum-Linacre (in this section referred to as the borough), and for the protection of the mayor, aldermen, and burgesses of the borough (in this section called the corporation), the following provisions shall apply and have effect :

(1.) The Company shall not break up any street, road, or passage, or interfere with any sewer, drain, or watercourse, until they have given to the town clerk of the borough notice in writing of their intention to commence the works, and such notice shall be accompanied by plans, elevations, sections, and other necessary particulars, showing the works proposed to be

executed, and the streets, roads, passages, sewers, drains, and watercourses proposed to be interfered with : A.D. 1880.

- (2.) Whenever it may be necessary in the execution of the works authorised by this Act, or otherwise in relation thereto, to interrupt or interfere with any existing sewer or drain, the Company shall, before interrupting or interfering with such existing sewer or drain, construct, according to a plan to be approved of by the corporation, another sewer or drain in lieu thereof and of equal capacity with the sewer or drain which may be interrupted or interfered with, and such sewer or drain, or substituted sewer or drain, shall be connected by and at the expense of the Company with any existing sewer or drain which may be interrupted or interfered with, and in such manner as shall be approved by the corporation :
- (3.) If, by reason of the execution of any of the powers of this Act, any increased length of sewers or drains shall become necessary, the same shall be constructed by the corporation at the expense of the Company :
- (4.) If, by reason of the execution of any of the powers of this Act, the corporation shall at any time necessarily incur any cost in altering any existing or constructing any new sewer or drain, the Company shall from time to time repay to the corporation such additional cost, and the same may be recovered in any court of competent jurisdiction :
- (5.) The corporation may from time to time lay any sewer or drain at right angles under or over the railway when made, and may for that purpose, or for the necessary repair or inspection of the same, break up the soil or surface of the railway; but all works done by the corporation by virtue of the power hereby conferred shall be done under the superintendence and to the reasonable satisfaction, and according to such plans, and at such times only as shall be reasonably approved by the engineer of the Company, and shall also be so done as not to interrupt the traffic passing on the railway :
- (6.) Every bridge intended to carry any street, road, or passage over the railway shall be constructed to the reasonable satisfaction of the corporation both as regards material and workmanship, and each bridge shall be of the full width between the parapets of the street, road, or passage which it is intended to carry over the railway, including the footpaths and areas thereof, and the parapets of every such bridge shall be

A.D. 1880.

of such height as shall be fixed by the corporation, not exceeding eight feet in height above the level of the roadway of such bridge :

- (7.) In altering the level of Rimrose Road the gradient of the bridge carrying that road over the railway, and of the approaches to such bridge, shall not exceed 1 in 62 :
- (8.) Before any street, road, passage, or place is temporarily deviated or obstructed, the Company shall provide proper accommodation for the traffic, and access to houses and property, and shall maintain, fence, watch, and light the same to the reasonable satisfaction of the corporation :
- (9.) The Company shall not within the borough, without the consent of the corporation, under the hand of the town clerk, use gunpowder or any other explosive substance in the construction of the works authorised by this Act :
- (10.) While the Company are possessed, under the authority of this Act, of any lands, houses, buildings, or other property in the borough assessed to the borough rate, general district rate, or other general or special rate, and until the railway and works to be constructed, under the authority of this Act, in the borough are so far completed as to be assessable, the Company shall be liable to make good the deficiency in the assessments for such rates by reason of such lands, houses, buildings, or property being taken or used by them for the purposes of this Act, and the deficiency shall be computed according to the rental at which such lands, houses, buildings, and property respectively are rated at the time of the passing of this Act :
- (11.) If the Company by any improper delay or omission fail to restore any street, road, or passage within the borough which they have temporarily closed for the purposes of this Act within a period of twelve months from such closing, then the corporation may cause the same to be done, and the expenses incurred thereby shall be paid by the Company to the corporation on demand :
- (12.) The corporation and the Company may enter into agreements for any variation in the works to be done under this section or in the mode of executing the same.

Protection of
the Cor-
poration of
Liverpool.

10. In exercising within the district of water supply of the Corporation of Liverpool the powers in this Act contained, the Company shall conform to and observe the following provisions, regulations, and restrictions ; and the expression "the corporation"

in this section shall mean the mayor, aldermen, and citizens of the city of Liverpool : A.D. 1880.

- (1.) The provisions of the Railways Clauses Consolidation Act, 1845, contained in the sections 18 to 23 inclusive shall apply to the water mains and pipes of the corporation, and whenever in those sections the words "company" or "society" are used, the same shall for all the purposes of this Act be held to extend to and include the corporation :
- (2.) Whenever the water mains or pipes of the corporation shall be severed or interfered with by the works authorised by this Act, and whenever it is necessary to lay additional water mains or pipes for maintaining the supply of water, such additional water mains or pipes shall, previous to the severance or interference, be laid by the corporation at the expense of the Company :
- (3.) If by reason of the execution of any of the powers of this Act any increased length of water mains or pipes shall become necessary, the same shall be laid down by the corporation at the expense of the Company, upon such plan and in such manner as shall be approved of by the corporation :
- (4.) Whenever by the appropriation or destruction of property under the authority of this Act any water mains or pipes laid for the supply of such property (except pipes inside such property) shall be rendered unnecessary, the Company shall pay the corporation a sum to be estimated by the water engineer of the corporation as equal to the cost of laying an equivalent length of water mains or pipes, and the cost of the works required for the discontinuance of the water mains or pipes so rendered unnecessary, and such water mains and pipes shall be the property of the Company.

11. The Company, in constructing the Bootle Goods Branch, shall be bound by and shall comply with the following provisions for the protection of the Lancashire and Yorkshire Railway Company, unless otherwise agreed between the Company and the Lancashire and Yorkshire Railway Company in writing under their respective common seals : Protection of the Lancashire and Yorkshire Railway Company.

- (1.) The said branch shall be carried over the Lancashire and Yorkshire Railway, where it crosses the same at a point about one furlong and three chains, and again at about three furlongs and four chains from the commencement of the said branch, as shown on the deposited plans and sections, by means of flat girder bridges, having a clear span or opening

A.D. 1880.

of at least fifty feet, and such bridges shall have a clear headway of at least fourteen feet from the surface of the said railway to the underside of the girders of the said bridges for the entire span of the bridges :

- (2.) The said branch railway shall be carried under the Lancashire and Yorkshire Railway, where it crosses the same at a point about one mile six furlongs and one and a half chains from the commencement of the said branch railway, as shown on the deposited plans and sections, by means of a bridge having a clear width of at least fifty feet between the parapet walls thereof :
- (3.) The existing levels of the Lancashire and Yorkshire Railway at the said respective points of crossing shall be preserved and not altered without the consent of the Lancashire and Yorkshire Railway Company in writing under their common seal :
- (4.) The several bridges or other works by which the said branch railway shall be carried across the Lancashire and Yorkshire Railway as aforesaid, and all works and conveniences connected therewith, shall be constructed only in such positions respectively, according to such plans, elevations, sections, and specifications, and dimensions as shall be submitted by the Company to the engineer of the Lancashire and Yorkshire Railway Company, and approved by him in writing under his hand before any of those works are begun, or in case of his refusal or neglect to approve the same within the space of one calendar month after they shall have been submitted to him, as shall be settled and determined by an engineer to be appointed by the Board of Trade :
- (5.) The Company shall at all times maintain the said several bridges or other works by which the said branch railway shall be carried across the Lancashire and Yorkshire Railway, and all the works connected with the said bridges, in substantial repair and good order and condition, to the reasonable satisfaction in all respects of the engineer for the time being of the Lancashire and Yorkshire Railway Company ; and if and whenever the Company fail so to do, that company may make and do, in and upon as well the lands and works of the Company as on their own lands and works, all such works and things as they may reasonably think requisite in that behalf ; and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company, and in default of full repayment may be recovered with full costs by the Lancashire and

Yorkshire Railway Company from the Company in any court of competent jurisdiction : A.D. 1880.

- (6.) The Company shall not, without in every case the previous consent of the Lancashire and Yorkshire Railway Company in writing under their common seal, take, use, enter upon, or interfere with any of the lands, railways, or works from time to time belonging to or in the possession or under the power of that company, except only such parts of their lands as it shall be absolutely necessary for the Company to take, use, enter upon, or interfere with for the purpose of making and maintaining the said branch railway as the same is according to this Act to be constructed, and the works by which the same is to be so carried across the Lancashire and Yorkshire Railway :
- (7.) With respect to any land of the Lancashire and Yorkshire Railway Company which the Company is by this Act authorised to use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the Lancashire and Yorkshire Railway Company may and shall sell and grant accordingly, an easement or right of using the same for the purposes for which, but for this enactment, the Company might purchase and take the same :
- (8.) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free, uninterrupted, and safe use of the Lancashire and Yorkshire Railway, or any traffic thereon :
- (9.) The Company shall bear and on demand pay to the Lancashire and Yorkshire Railway Company the expense of the employment by that company during the execution of the works affecting the Lancashire and Yorkshire Railway of a sufficient number of inspectors, switchmen, and watchmen to be appointed by that company for watching their railway and its works with reference to and during the execution of such intended works, and for preventing as far as may be all interference, obstruction, danger, and accident from any of the operations or from the acts or defaults of the Company or their contractors, or any person or persons in the employ of the Company or of their contractors, with reference thereto or otherwise :
- (10.) If by reason of the execution of any of the works, or any proceedings of the Company, or the failure of any such works, or any act or omission of the Company or of their contractors, or of any persons in the employ of the Company or of their

A.D. 1880.

contractors, or otherwise, the Lancashire and Yorkshire Railway, or any of the works connected therewith, shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense, or in the event of their failing so to do, then the Lancashire and Yorkshire Railway Company may make good the same, and recover the expense thereof with full costs against the Company in any court of competent jurisdiction. And if any interruption shall be occasioned to the traffic of the Lancashire and Yorkshire Railway Company by reason of any of the matters or causes aforesaid, the Company shall pay to that company all costs and expenses to which that company may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable with full costs by the Lancashire and Yorkshire Railway Company from the Company in any court of competent jurisdiction.

Protection of
the Walton-
on-the-Hill
Local Board.

12. The following provisions for the protection of the local board for the district of Walton-on-the-Hill (in this section referred to as the local board, and their district as the district) shall in relation to the construction of the Bootle Goods Branch Railway, and the works connected therewith through and in the district, apply; (that is to say,)

- (1.) The Company shall not break up any street, road, footpath, or passage, or interfere with any sewer, drain, or watercourse, until they have given to the clerk to the local board notice in writing of their intention to commence the works, and such notice shall be accompanied by plans, elevations, sections, and other necessary particulars, showing the works proposed to be executed, and the streets, roads, footpaths, passages, sewers, drains, and watercourses proposed to be interfered with:
- (2.) The Company shall, at their own cost, and to the satisfaction of the engineer of the local board, reconstruct so much of the main outlet sewer of the local board situate near the eastern boundary of the district as will be crossed by the railway, by substituting a brick culvert four feet six inches in height, and two feet eight inches in diameter, internal measurement, for the present pipe line of the said outlet sewer, with manholes at each end thereof, and shall at the like cost connect the said culvert with the said pipe line in such manner as shall be approved by the engineer of the local board:
- (3.) Whenever it may be necessary in the execution of the works authorised by this Act, or otherwise in relation thereto, to

interrupt or interfere with any existing sewer or drain, the Company shall, before interrupting or interfering with such existing sewer or drain, construct with all necessary manholes, according to a plan to be approved of by the local board, another sewer or drain in lieu thereof, and of equal capacity with, or in the event of alteration of the original course of such sewer or drain, of such greater capacity as may be necessary for the uninterrupted flow of the contents of such sewer or drain, the sewer or drain which may be interrupted or interfered with, and such sewer or drain, or substituted sewer or drain, shall be connected by and at the expense of the Company with any existing sewer or drain which may be interrupted or interfered with, and in such manner as shall be approved by the local board :

A.D. 1880.

- (4.) If by reason of the execution of any of the powers of this Act any increased length of sewers or drains shall become necessary, the same shall be constructed by the local board at the expense of the Company :
- (5.) If by reason of the execution of any of the powers of this Act the local board shall at any time necessarily incur any cost in altering any existing sewer or drain, the Company shall from time to time repay to the local board such additional cost, and the same may be recovered in any court of competent jurisdiction :
- (6.) The local board may from time to time lay any sewer or drain under the railway when made, and may for that purpose, or for the necessary repair or inspection of the same, break up the soil or surface of the railway ; but all works done by the local board by virtue of the power hereby conferred shall be done under the superintendence and to the reasonable satisfaction, and according to such plans, and at such times only as shall be reasonably approved by the engineer of the Company, and shall also be so done as not to interrupt the traffic passing on the railway :
- (7.) The railway shall be carried over Rice Lane by a girder bridge of one span the full width of the said lane at the point of crossing, and having a clear headway throughout its whole length and width of not less than seventeen feet above the centre of the present roadway, the level of which shall not be altered :

The Company shall not permanently stop up or appropriate any part of the said lane :

[Ch. cxlvi.] *Midland Railway (Additional [43 & 44 Vict.] Powers) Act, 1880.*

A.D. 1880.

The design of the said bridge shall be submitted to, and shall be such as shall be approved of by, the local board, and the bridge shall be constructed and maintained so as to prevent the dripping of water on the said lane, or the footways thereof, as far as is practicable :

The abutments and foundations of the said bridge shall be carried to such a depth below the surface of the said lane as shall be necessary to admit of the constructing, laying, renewing, and maintaining of any sewers and drains which the local board may from time to time be authorised to construct, lay, and maintain by the authority of any Act of Parliament for the time being in force within the district :

The Company shall construct and maintain on either side of the said bridge, and for a distance of eight yards beyond either end thereof, a substantial parapet or close screen of not less than six feet in height above the highest point of the rails laid on such bridge :

The Company shall not, during the construction of the said bridge, in any way impede or obstruct the traffic along Rice Lane aforesaid :

(8.) The Company shall not within the district, without the consent of the local board under the hand of their clerk, use gunpowder or any other explosive substance in the construction of the works authorised by this Act :

(9.) While the Company are possessed under the authority of this Act of any lands, houses, buildings, or other property in the district assessed to the general district rate, or other general or special rate, and until the railway and works to be constructed under the authority of this Act in the district are so far completed as to be assessable, the Company shall be liable to make good the deficiency in the assessments for such rates by reason of such lands, houses, buildings, or property being taken or used by them for the purposes of this Act, and the deficiency shall be computed according to the rental at which such lands, houses, buildings, and property respectively are rated at the time of the passing of this Act.

Protection of
the London
and North-
western
Railway
Company.

13. The following provisions shall apply to works crossing or in any way affecting the railway, lands, and property belonging to the London and North-western Railway Company (in this section referred to as "that company") ; namely,

(1.) The Belsize Second Tunnel and the Tottenham and Hampstead North Curve shall, unless otherwise agreed between the

Company and that company, be carried under the Hampstead Junction Railway, and the Walsall Wood Branch Extension Railway No. 2 over the South Staffordshire Railway, both belonging to that company, and the sidings and other works of and connected with those respective railways according to the centre line of those railways as shown on the deposited plans; and all the works of, for, and in connexion with effecting such respective crossings shall be done and executed under the superintendence and to the reasonable satisfaction in all respects of the principal engineer of that company, and at the expense in all things of the Company; and the Company shall so construct such works where they will so respectively cross or affect such railways by such means and in such manner only as not to interfere with the free, uninterrupted, and safe user of those railways, and so as to leave undisturbed and unaltered all the existing lines, sidings, bridges, and other works thereof at the points where they are to be so crossed:

A.D. 1880.

- (2.) The Company shall so construct and maintain the Tottenham and Hampstead North Curve that the covered way by which, as shown on the deposited plans and sections, it is proposed to carry the same under the Hampstead Junction Railway shall extend westward to the western boundary fence of that railway:
- (3.) The arch or bridge for such crossing of the Walsall Wood Branch Railway No. 2 shall be constructed and maintained with one span or opening of not less than fifty feet measured on the square, and with a clear headway throughout of not less than fourteen feet six inches above the level of the rails of the said South Staffordshire Railway:
- (4.) The Company shall at all times maintain the bridges, arches, covered way, or other works for and in connexion with effecting such respective crossings in substantial repair and good order and condition, to the reasonable satisfaction in all respects of such principal engineer; and if and whenever the Company fail so to do, that company may make and do in and upon as well the lands of the Company as their own lands all such works and things as they may reasonably think requisite in that behalf; and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company, and in default of full repayment the amount due may be

A.D. 1880.
—

recovered with full costs by that company from the Company, by all and the same means as any simple contract debt is recoverable :

- (5.) The bridges, arches, covered way, and other works for effecting such respective crossings and all works and conveniences connected therewith respectively, and the maintenance thereof, shall, but subject as aforesaid, be constructed, erected, placed, and done only according to plans, elevations, sections, and specifications to be submitted by the Company to such principal engineer of that company, and to be reasonably approved by him in writing under his hand before any of those works are begun, and shall be carried out and executed under his superintendence in so far as he shall think fit to give such superintendence, but in all things at the expense of the Company: Provided always, that such plans, elevations, sections, and specifications shall be approved or disapproved within one month after the same shall have been submitted to such engineer; and if any difference shall arise between such engineer and the engineer of the Company, the same shall be determined by arbitration :
- (6.) The Company shall not, without in every case first obtaining the consent of that company in writing under their common seal, take, use, enter upon, or interfere with any of the lands or other property from time to time belonging to or in the possession or under the power of that company, except only an easement or easements in such parts of such lands or other property as the Company shall require to take, use, enter upon, or interfere with, for effecting and maintaining the said respective crossings of the said Hampstead Junction and South Staffordshire Railways by the Belsize Second Tunnel, the Tottenham and Hampstead North Curve, and the Walsall Wood Branch Extension Railway No. 2 respectively, and the necessary works connected therewith respectively, subject nevertheless to the provisions in this section: Provided always, that nothing in this section contained shall prevent the Company from acquiring the lands in the parish of Walsall which by this Act they are empowered to take, but only in accordance with, and so that thereby nothing shall be done contrary to, at variance or inconsistent with, the provisions of any existing agreements, or that may in any way obstruct, prevent, or interfere with the authorised widening by that company of their South Staffordshire Railway, and the erection and maintenance by them of the bridges thereover near to

and in lieu of New Mills and Bodley's Level Crossings and their approaches : A.D. 1880.

- (7.) The Company shall not, in constructing, effecting, or maintaining the works for such respective crossings, in any manner obstruct or interfere with the free, uninterrupted, and safe user of any of the said railways or sidings of that company, or any traffic thereon; and if by reason of any works or proceedings of the Company, or the failure thereof, there shall be any obstruction or interference so as to impede or prevent the convenient passage of engines, carriages, or waggons along any such railways or sidings, the Company shall pay to that company the sum of twenty pounds per hour by way of ascertained damages for every hour during which any such obstruction or interference shall continue :
- (8.) The Company shall bear and on demand pay to that company the expense of the employment by that company, during the execution of the works for or during any operations of the Company for constructing and maintaining such respective crossings, of a sufficient number of inspectors, watchmen, and signalmen to be appointed by that company for watching their said railways, sidings, and other works with reference to and during the execution and maintenance of the works for such respective crossings, and for preventing, as far as may be, all interference, obstruction, danger, and accident from any of the operations or from the acts or defaults of the Company or their contractors, or any person or persons in the employ of the Company or of their contractors, with reference thereto or otherwise :
- (9.) If by reason of the execution of any of the works or of any proceedings of the Company for effecting such respective crossings, or for the maintenance of or the failure of any such works, or any act or omission of the Company or of their contractors, or of any persons in the employ of the Company or of their contractors, or otherwise, the said railways, sidings, or other works of that company, or any of the passenger or other traffic passing or carried along or on the same respectively, shall be injured or damaged, such injury or damage shall forthwith be made good by the Company at their own expense, and the Company shall save harmless and keep indemnified that company from and against all losses, damages, costs, expenses, claims, and demands which they may pay, sustain, incur, or be put to by any injury, damage, or accident arising or caused to such passenger or other traffic, or in the event of

A.D. 1880.

the Company failing so to do, then that company may make good any such injury or damage and recover the expense thereof with full costs against the Company by all and the same means as any simple contract debt is recoverable; and if any interruption shall be occasioned to the traffic on such railways or sidings by reason of any of the matters or causes aforesaid, the Company shall, in addition to the penalty as herein-before provided for, on demand, pay to that company all costs and expenses to which they may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be respectively recoverable as last aforesaid with full costs by that company from the Company:

(10.) With respect to any lands or other property of that company which the Company is by this Act authorised to enter upon, take, or interfere with for effecting and maintaining the works for such respective crossings of the Hampstead Junction and South Staffordshire Railways by the Belsize Second Tunnel, the Tottenham and Hampstead North Curve, and the Walsall Wood Branch Extension Railway No. 2 respectively, the Company shall purchase and take, and that company may and shall sell and grant, only an easement or right of using the same for the purposes for which, but for this enactment, the Company might purchase and take the same, the amount to be paid for any such easement to be ascertained in case of difference in the manner provided by the Lands Clauses Consolidation Act, 1845, and any Acts amending or altering it, with respect to the purchase of lands otherwise than by agreement:

(11.) Any difference which may from time arise between the Company or that company or their respective engineers with respect to any of the matters provided for by this enactment shall be referred to and determined by an arbitrator to be agreed upon by the two companies, or in default of agreement to be nominated by the President of the Institution of Civil Engineers on the application of either company, and the provisions of the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration shall, so far as applicable, apply to any such arbitration.

Lands of
Thames and
Severn Canal
Company not

14. Notwithstanding anything in this Act contained, the Company shall not, in the exercise of the powers for the construction of the Stroud Branch and the new road at Stroud by this Act

authorised, enter upon, take, use, or interfere with any of the lands, property, or works belonging to the Company of Proprietors of the Thames and Severn Canal Navigation without the consent in writing of that company under their common seal. A.D. 1880.
to be taken
without
consent.

15. 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): Provisions
for the
Leeds and
Liverpool
Canal Com-
pany.

- (1.) The Bootle Goods Branch (in this section called the Bootle Railway) shall be carried under the canal and towing-path, works, and lands of the Leeds and Liverpool Canal Company in the line and at the point of crossing shown by the centre line on the deposited plans, or within a lateral deviation of fifty feet on either side of that line, and (unless with the consent of the Leeds and Liverpool Canal Company under their common seal) not elsewhere:
- (2.) In carrying the Bootle Railway under the canal, towing-path, works, and lands of the Leeds and Liverpool Canal Company, a space of not less than two feet in the clear, measured perpendicularly, shall be left between the upper surface of the tunnel or other work made by the Company and the bottom of the water of the canal:
- (3.) 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 Bootle Railway (with not more than two lines of rail) in the line shown on the deposited plans:
- (4.) The tunnel and any other work to be made for the purpose of carrying the Bootle Railway under the canal and towing-path of the Leeds and Liverpool Canal Company shall be constructed according to plans, sections, and specifications (showing fully the mode of construction and materials to be used) which shall be submitted to and approved in writing under his hand by the engineer of that company not less than one month previous to the work being commenced: Provided always, that if for twenty-one days after plans, sections, and specifications shall have been submitted to the said engineer as herein provided he shall refuse or neglect to approve the same in writing, then such plans, sections, and specifications shall be submitted to an arbitrator to be appointed in manner hereinafter expressed:

A.D. 1880.

- (5.) 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 :
- (6.) The Company shall at their own expense maintain the said tunnel or other work in perfect repair at all times, unless they abandon the Bootle Railway, or the portion thereof which passes under 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 or fill up to the satisfaction of the engineer of that company the said tunnel or other work at their own expense :
- (7.) 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 :
- (8.) 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 :
- (9.) 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 damage 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 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 : A.D. 1880.

(10.) 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 :

(11.) 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 1, 2, 4, 5, or 6 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 Board of Trade 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 :

(12.) 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.

16. For the protection of the Cannock Chase and Wolverhampton Railway Company, the following provisions shall have effect :

Protection of
the Cannock
Chase and
Wolver-
hampton
Railway
Company.

(1.) With respect to any land of the Cannock Chase and Wolverhampton Railway Company which the Company are by this Act from time to time authorised to use, enter upon, or interfere with, the Company shall not purchase or take the same, but the Company may purchase and take, and the Cannock Chase and Wolverhampton Railway Company may and shall sell and grant accordingly, an easement or right of using the same for the purposes which, but for this enactment, the Company might take and purchase :

(2.) The junction between the railway hereby authorised and the line and works of the Cannock Chase and Wolverhampton Railway Company, and the works connected with such junc-

A.D. 1880.

tion, shall be made and maintained by the Company under the superintendence and to the satisfaction of the principal engineer of the Cannock Chase and Wolverhampton Railway Company; and it shall not be lawful for the Company at any time to interfere with the line and works or with the lands of the Cannock Chase and Wolverhampton Railway Company until after they shall have delivered to the Cannock Chase and Wolverhampton Railway Company plans and drawings showing the proposed junction and the works connected therewith to be executed in accordance with the provisions of this Act, with specifications in writing describing the proposed manner of executing the same, and shall have obtained from such principal engineer a certificate under his hand approving of such plans and specifications and proposed manner of making and executing the said junction and works, and the same shall be executed accordingly under such superintendence as aforesaid, and in no other manner without the consent in writing of the Cannock Chase and Wolverhampton Railway Company under their common seal: Provided always, that such principal engineer shall within fourteen days next after the delivery of such plans and specifications signify his approval or disapproval thereof to the Company, and if disapproved the matter in question shall in such case be referred to and settled by arbitration in manner herein-after mentioned: Provided also, that if such principal engineer shall not within twenty-one days next after the delivery of such plans and specifications signify his approval or disapproval thereof in writing as herein-before required, he shall be deemed to have approved thereof, and the Company may thereupon proceed with the works in the same way as if they had obtained the certificate or certificates of approval:

- (3.) In case of disagreement between such principal engineer and the engineer of the Company as to such works or any of them, or the mode of executing the same, or any other difference arising under the preceding provisions, the same shall be settled as a competent engineer, to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers, shall direct or determine:
- (4.) Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, privileges, or powers of the Cannock Chase and Wolverhampton Railway Company otherwise than is herein expressly declared.

17. And whereas the railways hereby authorised and intended to be called the Walsall Wood Branch Extensions are intended to be carried by means of bridges over certain of the canals of the Company of Proprietors of the Birmingham Canal Navigations (which company is herein-after referred to as the Birmingham Canal Company) in the respective places and in manner herein-after mentioned; (that is to say,) the Railway No. 1 over a canal called "The Daw End Branch Canal," at a point near to the wharf of the Walsall Wood Colliery Company, Limited, in the parish of Walsall, in the County of Walsall in the county of Stafford, and the Railway No. 1 and the Railway No. 2 over a canal called "The Wyrley and Essington Canal," near to Cooper's Bridge, in the parish of Norton Canes, in the county of Stafford, as respectively shown upon the deposited plans: Therefore the following provisions for the protection of the Birmingham Canal Company shall be observed and have effect:

A.D. 1880.
Protection of
Birmingham
Canal Navigation Com-
pany.

(1.) 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 bridge over each of the said canals, and the towing-paths, banks, and other works thereof, at each of the points where the said railways are respectively intended to be carried over the same canals or within the limits of deviation as shown upon the said plans so deposited as aforesaid, and the clear opening or span of the arch of each such bridge between the walls or abutments thereof shall be of such width on the square as shall be equal to and sufficient to clear and leave unobstructed at the respective points of crossing the whole navigable waterway of the canal, and a space of not less than eight feet wide on one side thereof for a towing-path; and each such bridge shall have close fences not less than six feet high above the level of the rails, and the spring of the arch or soffit of the girders shall at each of the aforesaid points of crossing over the said canals commence at a point not being less than eight feet above the present surface of the towing-paths of the said canals, and the underside of the middle of the arch shall not be less than ten feet above the top-water level of the said canals, and the extreme width of each such bridge shall not exceed thirty-six feet:

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

A.D. 1880.

respective places, in the like respective directions, 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 bridges or either of them, or any work belonging thereto or connected therewith, and whether such want of repair shall arise from the sinking of such bridges or either of them, 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 bridges 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 bridges 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 bridges, 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 bridges and full permission to inspect the workmanship and materials thereof:

- (3.) 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 said canal, or any other canals of the Birmingham Canal Company, 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, or to take any portion of the reservoir of the Birmingham Canal Company in the parish of Norton Canes, known as the Cannock Chase Reservoir, or to do anything that can lessen the capacity of that reservoir. And it shall not be lawful for the Company (except for the purpose of crossing the said canals) 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 railways hereby authorised, or either of them, 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 :

- (4.) If by or by reason or in execution of any of the works by this Act authorised, or by reason of the mode of construction or of the bad state of repair of any such bridges as aforesaid, or any of the slopes, banks, or works of the said railways, or either of them, near the said canals or any of them, or of any other works by this Act authorised to be constructed, or by any act or omission of the Company or any of their agents or servants, it shall happen that the said canals or any of them, or the towing-paths thereof, or any of them, or any of the works connected therewith, shall be so injured or obstructed that boats or other vessels using the same with their usual and accustomed loads shall be obstructed, impeded, or delayed in their passage along the said canals or any of them, or shall not be able to pass freely along the same, then and in such case the Company shall pay to the Birmingham Canal Company as or by way of ascertained damages the sum of three hundred pounds for every twenty-four hours during which any such obstruction or impediment shall continue, and so in proportion for any less period than twenty-four hours; and in default of payment of any such sum on demand made on the Company, the Birmingham Canal Company may sue for and recover the same, together with full costs of suit, against the Company in any court of competent jurisdiction :

A.D. 1880.
—

- (5.) Provided always, that nothing herein contained shall extend to prevent the Birmingham Canal Company, or any other company or person, from recovering against the Company any special further or other damages that may be sustained by the Birmingham Canal Company or any other company or person on account of any act or default of the Company in respect of which any sum or sums in the nature of liquidated damages is or are hereby imposed or made payable beyond the amount thereof :
- (6.) 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 the said 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 the said Cannock Chase Reservoir, or any other 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 :
- (7.) 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 railways by this Act authorised, or one of them, may intervene between the said canals and some of the mines, works, or lands of persons 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 railways, or one of them : 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 railways or railway; 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 railways or railway, 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 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 :

A.D. 1880.

(8.) And whereas the said railways, or one of them, may also intervene between the said canals, or some of them, and lands on which steam engines may hereafter be erected, between which and the said canals, or some or one of them, communications for the passage or supply of water may require to be made, therefore if any such communications are hereafter so required to be made the Company shall afford all requisite facilities for the purposes thereof by constructing at the expense of the party applying for the same, or permitting to be constructed, through, under, or over the said railways or railway, such culverts, arches, pipes, tunnels, or other works as may be necessary; and in the event of any difference arising between the Company and the Birmingham Canal Company, or any other person, as to the nature and amount of the facilities so to be afforded by them, such difference shall in like manner be settled by arbitration under the Railways Clauses Consolidation Act, 1845 :

(9.) 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.

18. For the protection of the South Staffordshire Waterworks Company the following provisions and conditions in relation to the works in the county of Stafford by this Act authorised

Protection of South Staffordshire Waterworks Company.

A.D. 1880. shall be observed and performed by the Company; that is
to say,

- (1.) In constructing the junction between the Walsall Wood Branch Extension Railway No. 1 by this Act authorised and the South Staffordshire Railway of the Company, in the parish of Norton Canes, in the county of Stafford, the Company shall make and for ever afterwards maintain a culvert or subway of sufficient length and dimensions round and over the pumping main of the South Staffordshire Waterworks Company (herein-after called the Waterworks Company), which will have to be crossed at that junction, to protect the same from injury and to enable the Waterworks Company and its officers and servants to have free access thereto at all times for the purpose of repair and replacement; and if the said culvert or subway shall not be constructed round and over the said pumping main, and when it shall be necessary to move the said main for the purpose of laying it in such culvert or subway, the same shall be done by the Waterworks Company at the expense of the Company, and it shall not be lawful for the Company at any time to interfere with the main until after the Company shall have delivered to the Waterworks Company plans and drawings of so much of the works proposed to be executed at the said junction in accordance with the provisions in this Act as affect the before-mentioned main, with specifications in writing describing the proposed manner of executing the same works, and shall have obtained from the principal engineer of the Waterworks Company a certificate under his hand approving of such plans, specifications, and proposed manner of executing the said works, and the same shall be executed accordingly under the superintendence and to the satisfaction of such principal engineer, and in no other manner without the consent in writing of the Waterworks Company under their common seal; and the Company shall pay and make compensation to the Waterworks Company for all loss that company may sustain through loss of water or interference with their business in the execution of the before-mentioned works: Provided always, that such engineer shall within fourteen days next after the delivery of such plans and specifications signify his approval or disapproval thereof, and if disapproved the matter in question shall in such case be referred to and settled by arbitration in manner herein-after mentioned: Provided also, that if such engineer shall not within twenty-one days next after the delivery of such plans and specifications

A.D. 1880.

signify his approval or disapproval thereof in writing as herein-before required, he shall be deemed to have approved thereof, and the Company may thereupon proceed with the works in the same way as if they had obtained the certificate or certificates of approval :

- (2.) In case of disagreement between such engineer and the engineer of the Company as to such works or any of them, or in case of disagreement as to any other works required to be done by the Company for the protection of the mains, pipes, and works of the Waterworks Company, or as to the amount of the costs and expenses or compensation to be paid to the Waterworks Company under the preceding provisions, or any other difference under this section, the same shall be settled as a competent engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers shall direct or determine :
- (3.) If any interruption whatever in the supply of water by the Waterworks Company shall be in any way occasioned by the Company, or by the acts, neglect, or default of any of its contractors, agents, workmen, or servants, or any person in the employ of them or any or either of them, (other than such interruption, if any, as shall be requisite for the due execution of the works by these provisions authorised, and for which payment and compensation is to be made as herein-before provided,) the Company shall forfeit and pay to the Waterworks Company for the benefit of the Waterworks Company a sum equal to and after the rate of twenty pounds for every hour during which such interruption shall continue; and shall save harmless the Waterworks Company from all damages and costs in respect of such interruption, such sum, damages, and costs to be recoverable by the Waterworks Company in any court of competent jurisdiction; and the expenses of all repairs or renewals of the mains of the Waterworks Company, and of all the pipes and works in connexion therewith, which may be at any time hereafter rendered necessary by the acts or defaults of the Company, their contractors, agents, workmen, or servants, or any person in the employ of them or any or either of them, shall be borne and paid by the Company, and may be recovered against them by the Waterworks Company in manner aforesaid :
- (4.) Except as herein expressly provided, nothing contained in this Act shall extend or be construed to extend to prejudice, diminish, alter, or take away any of the rights, powers, privi-

[Ch. cxlvi.] *Midland Railway (Additional* [43 & 44 Vict.]
Powers) Act, 1880.

A.D. 1880.

leges, or authorities of or belonging to or vested in the Water-works Company.

Period for
completion
of railways.

19. The railways by this Act authorised shall be completed within the period of five years from the passing of this Act, and if not so completed, then on the expiration of that period the powers by this Act granted to the Company for making and completing the respective railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof respectively as is then completed.

Penalty
unless rail-
ways opened.

20. If the Company fail within the period limited by this Act to complete the respective railways by this Act authorised, they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway or railways in respect of which the penalty has been incurred is or are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the amount of the estimated cost of the railway or railways in respect of which the penalty has been incurred.

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 the third section of the Act 17 & 18 Vict. cap. 31, known as 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 the said third section of the Act 17 & 18 Vict. cap. 31, 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 specified in such warrant or order, and shall not be paid thereout except as herein-after provided.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railway or railways in respect of which the penalty has been incurred 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.

21. 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 said Chancery Division may seem fit.

A.D. 1880
Application
of penalty.

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.

22. Subject to the provisions of this Act, the Company may make, in the lines shown on the deposited plans, and so far as the same are shown on the deposited sections according to the levels shown thereon, the new roads and footpaths herein-after described, with all proper works and conveniences connected therewith, and they 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 purposes; (that is to say,)

Power to
make new
roads and
footpaths.

- (1.) They may make a new road situate wholly in the parish of Basford in the county of Nottingham, commencing by a junction with the road made by the Company in a northerly direction from the bridge carrying the Radford Road over

A.D. 1880.

their Nottingham and Mansfield Railway, at the termination of that road, and terminating by a junction with the public road called or known as Southwark, at or near the level crossing thereof over the Company's said Nottingham and Mansfield Railway;

When and so soon as the new road is completed and opened to the public, and the Company have made a footbridge over their said railway at the level crossing next herein-after described, to the reasonable satisfaction of the Corporation of Nottingham (which footbridge shall for ever thereafter be maintained by the Company), the Company shall stop up and discontinue as a public highway so much of the Nottingham Road, in the said parish of Basford, as extends for a distance of five chains or thereabouts, measured along that road in a westerly direction, from the eastern gate of the level crossing of that road over their said Nottingham and Mansfield Railway at the Basford Station, and may appropriate to the purposes of their undertaking so much of such road as is bounded on both sides by property of the Company, and may stop up and discontinue the four several occupation level crossings over the said Nottingham and Mansfield Railway, between the said Basford Station and the said Southwark level crossing, which will be rendered unnecessary by the construction of the new road, and may make and enter into contracts and agreements with the Corporation of Nottingham and the owners of land upon or adjoining the site of the new road, or any or either of them, with reference to the construction of that road, or the execution of works incidental thereto, or for the payment of or contribution towards the expense of constructing that road;

And the Company may widen the said Nottingham Road on its south side for a distance of six chains or thereabouts in an easterly direction from the new road, and the said public road known as Southwark on its west side for a distance of two and a half chains or thereabouts in a northerly direction from the said Nottingham and Mansfield Railway, and for the purposes thereof may acquire by compulsion or agreement so much of the lands and property shown on the deposited plans and described in the book of reference in connexion with the said works as may be required for that purpose:

Provided always, that the Company shall compensate William Maltby, of Basford, surgeon, the present owner of certain properties in the parish of Basford, situate on the south side

A.D. 1880.

of the Nottingham Road leading from Nottingham to Basford, consisting of a public house known as "the Vernon Arms Inn," and other land and buildings adjacent thereto, which said properties are bounded on or towards the north by the said Nottingham Road, on or towards the east by the River Leen, on or towards the south by property belonging or reputed to belong to Birch's trustee and others, and on or towards the west by Church Street in Basford aforesaid, or other the owner or owners for the time being of the said properties, for all depreciation in value of such properties respectively, and for all other loss, damage, or injury thereto, of whatever kind, by reason of the exercise of the powers or any of the powers by this Act conferred upon the Company in respect of the stopping up of the Nottingham Road level crossing of the Nottingham and Mansfield Branch of the Midland Railway, the amount of such compensation, failing agreement, to be ascertained and determined in manner provided by the Lands Clauses Consolidation Act, 1845 :

- (2.) They may make a new footpath in the township of Didsbury, in the parish of Manchester, in the county of Lancaster, commencing by a junction with the existing footpath which is intersected by the Company's Manchester South District Railway, three chains or thereabouts, measured along that railway in a south-easterly direction, from the south-eastern end of the Didsbury Station, at a point on that footpath half a chain or thereabouts north-east of its abuttal upon the said railway, and terminating by a junction with Hardman Street, at a point thereon seven chains or thereabouts, measured along that street eastwards, from its junction with the Manchester and Wilmslow turnpike road. When and so soon as the new footpath is completed and opened to the public, the Company may stop up and discontinue so much of the said existing footpath as lies between the commencement of the new footpath and its junction with Hardman Street :
- (3.) They may make a new footpath in the parish of Plumtree, in the county of Nottingham, commencing by a junction with the existing footpath leading from Plumtree to Keyworth, at its point of crossing the Company's Nottingham and Melton Railway, six chains or thereabouts south-east of the bridge carrying the said railway over the public road leading from Bradmore to Plumtree, and terminating by a junction with the said existing footpath, at a point thereon nine chains or thereabouts, measured along that footpath in a southerly

A.D. 1880.

direction, from the said crossing. When and so soon as the new footpath is completed and opened to the public, the Company may stop up and discontinue so much of the said existing footpath as lies between the commencement and termination of the new footpath :

(4.) They may make a new footpath situate wholly in the parish of Melton Mowbray in the county of Leicester, commencing by a junction with the existing footpath which crosses over the disused Melton Canal by a bridge at the north-west corner of the Company's Melton Mowbray Station, and terminating by a junction with the public road called or known as Burton Street, at or near the north-eastern corner of the said station. When and so soon as the new footpath is completed and opened to the public, the Company may stop up and discontinue so much of the said existing public footpath as lies between the commencement of the new footpath and its junction with Burton Street :

(5.) They may make the three new footpaths next herein-after described, in the parish of Saint George, in the county of Gloucester ; (that is to say,)

No. 1, commencing by a junction with the existing public footpath which crosses on the level the Company's Bristol and Birmingham Railway, five chains or thereabouts south-west of the bridge over that railway known as "Boult's Bridge," at or near the point where that footpath abuts upon the north-westerly fence of the said railway, and terminating by a junction with the public road leading from the Upper Easton Road to Lower Easton which passes over the said "Boult's Bridge," at the north-western end of that bridge. When and so soon as the new footpath No. 1 is completed and opened to the public, the Company may stop up and discontinue so much of the said existing public footpath as lies between the commencement of the new footpath and its junction with the said public road :

No. 2, commencing by a junction with the existing public footpath which crosses on the level the Company's said Bristol and Birmingham Railway, seven chains or thereabouts north-east of the said "Boult's Bridge," at or near the point where that footpath abuts upon the north-western fence of the said railway, and terminating by a junction with the existing public footpath which crosses the said railway on the level twelve chains or thereabouts north-east of the said "Boult's Bridge," at or near the point where such last-mentioned foot-

path abuts upon the south-eastern fence of the said railway. When and so soon as the new footpath No. 2 is completed and opened to the public, the Company may stop up and discontinue such portions of the said two existing public footpaths as lie between the fences of the said railway :

A.D. 1880.

No. 3, commencing by a junction with the existing public footpath leading from Johnny Crow's Lane to Claybottom, at a point thereon one chain or thereabouts south-east of the level crossing of that footpath over the said Bristol and Birmingham Railway, and terminating by a junction with the same footpath at a point thereon five chains or thereabouts north of the said level crossing. When and so soon as the new footpath No. 3 is completed and opened to the public, the Company may stop up and discontinue so much of the said existing footpath as lies between the commencement and termination of the new footpath No. 3.

23. Whereas in certain of the roads proposed to be stopped up by the Company in the parishes of Basford and Bulwell, the Nottingham Waterworks Company have, under the provisions of the Acts relating to that company, laid down water mains, pipes, and apparatus, and have the right of access thereto from time to time for the purpose of renewing and maintaining the same, and of laying additional mains, pipes, and apparatus therein : Therefore, notwithstanding the stopping up of the said roads and the appropriation of the sites and soil thereof by the Company, the Nottingham Waterworks Company shall continue to have the same rights, powers, and privileges in and over the said sites as they now have in and over the said roads under the said Acts.

Protection of the Nottingham Waterworks Company.

24. The Company may, in constructing the new roads and footpaths by this Act authorised to be constructed by them, deviate from the lines thereof respectively shown on the deposited plans to the extent of the limits of deviation marked on those plans, and may deviate from the levels of the said roads shown on the deposited sections to any extent not exceeding five feet, but not so as to increase the rate of inclination as shown on those sections.

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

25. The new roads and footpaths by this Act authorised to be constructed shall, when completed, be substituted for the portions of the existing roads and footpaths by this Act authorised to be stopped up, and shall thenceforth have all the incidents, including the repair and maintenance thereof, which the said portions of roads and footpaths would have had if this Act had not been passed :

Provision for repair of new roads, footpaths, &c.

A.D. 1880.

Provided always, that if any question shall arise between the Company and the local authority having the management of the said roads and footpaths respectively as to the due completion of the new roads and footpaths respectively, 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 the justices for the purpose, and the certificate of the justices of the due completion of the new roads and footpaths respectively shall be conclusive evidence of the fact so certified.

Power to
acquire
additional
lands, &c.

26. Subject to the provisions of this Act, and in addition to the other lands, houses, and buildings which the Company are by this Act authorised to acquire, the Company may from time to time enter upon, take, use, and appropriate to the purposes of extending the station, siding, warehouse, coal wharf, depôt, mineral, goods, and other accommodation of the Company, the lands, houses, and buildings herein-after described or referred to, delineated on the deposited plans and described in the deposited books of reference; (that is to say,)

Certain lands, houses, and buildings situate in the parishes of South Normanton and Blackwell, in the county of Derby, adjoining and on the south side of the Company's Blackwell Branch Railway, and adjoining and on the east side of the Company's Erewash Valley Railway:

Certain lands, houses, and buildings situate in the hamlet or township of Litchurch, in the parish of Saint Peter, Derby, in the county of Derby, adjoining and on the east side of the Company's Birmingham and Derby Railway, between the bridges carrying the London Road and the Osmaston Road respectively over that railway:

Certain lands, houses, and buildings situate in the parish of Belgrave, in the county of Leicester, adjoining and on both sides of the Company's main line of railway, between the distance posts thereon marked twenty-one and a half miles and twenty-one and three-quarter miles: Provided always, that the Company shall not under the powers of this Act take or use any land in the said parish of Belgrave, in the county of Leicester, belonging to Isaac Harrison of Newfound Pool, in the said county, except so much thereof as the Company may require for the widening of their main line of railway, and for the purposes of the bridge and the approaches thereto herein-after mentioned:

Provided also, that the Company shall within three years from the passing of this Act carry the occupation road, in the said parish, belonging or reputed to belong to or being in the occupation of the said Isaac Harrison, and which now crosses the Company's said main line of railway on the level, over the said main line of railway by means of a bridge at the present point of crossing, and shall in the meantime protect the use of the level crossing as heretofore :

The character, dimensions, and details of the bridge and the approaches thereto, and the amount of the compensation to be paid by the Company to the said Isaac Harrison for or on account of the land of the said Isaac Harrison which is required and taken by the Company for the purposes of the said widening, bridge, and approaches respectively, shall be settled and determined by Sir Henry Arthur Hunt, C.B., whom failing, by Edward Harrow Ryde :

Certain lands, houses, and buildings situate in the parish of Tatenhill, in the county of Stafford, adjoining and on the south-east side of the Company's Birmingham and Derby Railway, near the junction therewith of the South Staffordshire Railway of the London and North-western Railway Company :

Certain lands, houses, and buildings situate in the parish of Walsall, in the county of Stafford, adjoining and on the south-east side of the South Staffordshire Railway of the London and North-western Railway Company, and on the south-west side of Tasker's Lane :

Certain lands, houses, and buildings situate in the parish of Hendon, in the county of Middlesex, adjoining and on the east side of the Company's main line of railway, near to and on the south side of their Hendon Station :

Certain lands, houses, and buildings, situate in the parish of Saint Mary, Whitechapel, in the county of Middlesex, and lying between the London and Blackwall Railway and Royal Mint Street :

Certain lands, houses, and buildings situate in the parish of All Saints, Poplar, in the county of Middlesex, adjoining and on both sides of the London and Blackwall Railway, near the West India Docks Station thereon : Provided always, that the Company shall not enter upon, take, or use any lands belonging to the London and Blackwall Railway Company, or the Great Eastern Railway Company, or the East and West India Dock

A.D. 1880.

Company, without the consent in writing of those companies respectively :

Certain lands, houses, and buildings situate in the parish of Fulham, in the county of Middlesex, adjoining and on the south side of the Metropolitan District Railway, near their West Kensington Station :

Certain lands, houses, and buildings situate in the parish of Kilybebyll, otherwise Cil-y-bebyll, in the county of Glamorgan, lying between the Company's Swansea Vale Railway and the River Tawe, near the distance posts on the said railway marked ten miles, ten miles and a quarter, and ten miles and a half.

Protection
of West
Middlesex
Waterworks
Company.

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

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

Power to
Company
and London
and North-
western
Railway
Company to
make new
footpaths.

28. Subject to the provisions of this Act, the Company and the London and North-western Railway Company may make, in the lines shown on the deposited plans relating thereto, the new footpaths herein-after described, with all proper works and conveniences connected therewith, and they 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 de-

posited books of reference as may be required for those purposes; (that is to say,) A.D. 1880.

(1.) A new footpath in the parish of Ibstock, in the county of Leicester, commencing by a junction with the existing footpath from Hugglescote to Barton which crosses on the level the Ashby and Nuneaton Joint Railway, at a point thereon twenty-one and a half chains or thereabouts, measured along that railway in a south-westerly direction, from the bridge carrying the public road from Barton to Hugglescote over that railway, at a point on that footpath two chains or thereabouts, measured along it in a north-westerly direction, from the said level crossing, and terminating by a junction with the same footpath at a point thereon three chains or thereabouts, measured along it in a south-easterly direction, from the same level crossing :

(2.) A new footpath in the parish of Shackerstone, in the county of Leicester, commencing by a junction with the existing footpath which crosses on the level the Ashby and Nuneaton Joint Railway at the Shackerstone Station, at the point thereon where it abuts upon the eastern boundary of the said station, and terminating by a junction with the same footpath at or near the western boundary of the said station.

When and so soon as the last-mentioned two new footpaths are respectively completed and opened to the public, the said two Companies may stop up and discontinue so much of the said two existing footpaths respectively as lie between the commencement and termination of the respective new footpaths.

29. The said two Companies in constructing the said new footpaths may deviate from the lines thereof respectively shown on the deposited plans to the extent of the limits of deviation marked on those plans.

30. The new footpaths last mentioned shall, when completed, be substituted for the portions of the existing footpaths lastly by this Act authorised to be stopped up, and shall thenceforth have all the incidents, including the repair and maintenance thereof, which the said portions of footpaths would have had if this Act had not been passed :

Provided always, that if any question shall arise between the two Companies and the local authority having the management of the said footpaths respectively as to the due completion of the new footpaths respectively, 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

Power to two Companies to deviate in constructing new footpaths.

Provision for repair of new footpaths last mentioned.

A.D. 1880, both parties of the sitting of the justices for the purpose, and the certificate of the justices of the due completion of the new foot-paths respectively shall be conclusive evidence of the fact so certified.

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

31. And whereas in the exercise of the powers of this Act it may happen that portions only of certain 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 ninety-two of the Lands Clauses Consolidation Act, 1845, unless the jury, or the arbitrators or their umpire, to whom the question of disputed compensation shall be submitted, shall determine that such portions cannot be severed from the remainder of such properties without material detriment thereto, the owners of and persons interested in the lands, buildings, or manufactories described in the First Schedule to this Act, and whereof parts only are required for the purposes of this Act, may be required to sell and convey to the Company the portions only of the properties so required, without the Company being obliged or compellable to purchase the whole or any greater portion thereof, the Company paying for the portions required by them, and making compensation for any damage sustained by the owners thereof and other persons interested therein by severance or otherwise.

Period for compulsory purchase of lands.

32. The powers granted by this Act to the Company and to the Company and the London and North-western Railway Company for the compulsory purchase of lands and buildings shall not be exercised after the expiration of three years from the passing of this Act.

Power to take easements by agreement.

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

Notice to be given of taking

34. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly