



## CHAPTER ccvii.

An Act for conferring further powers upon the London and North-western Railway Company in relation to their own undertaking and other undertakings in which they are interested jointly with other companies and also for conferring powers upon the North Staffordshire Railway Company the Great Western Railway Company the Lancashire and Yorkshire Railway Company and the Manchester Sheffield and Lincolnshire Railway Company in relation to such other undertakings and upon the Manchester South Junction and Altrincham Railway Company in relation to their own undertaking and for vesting in the London and North-western Railway Company the undertaking of the Vale of Towy Railway Company and for other purposes. A.D. 1884.

[28th July 1884.]

**W**HEREAS it is expedient that the London and North-western Railway Company (in this Act called the Company) should be empowered to make the new railways and the widening of their existing railway and to make the new and alter and stop up the existing roads streets and footpaths and to execute the other works and exercise the other powers in this Act respectively mentioned and to acquire for the purposes of the works by this Act authorised and for the general purposes of their undertaking the lands in this Act also mentioned: (New works of Company.)

And whereas it is expedient that the Company and the North Staffordshire Railway Company (in this Act called the North Staffordshire Company) should be empowered to make the two railways in this Act described in that behalf and to make agreements with respect thereto: (Company and North Staffordshire Company.)

And whereas by the London and North-western Railway Act 1882 the Company and the Great Western Railway Company (in this (Company and Great



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A.D. 1884. Act called the Great Western Company) were authorised to construct the West Kirby Extension Railways described in that Act and it is expedient that those two companies should be empowered to execute the work and exercise the powers and acquire the lands in this Act mentioned in that behalf in connexion with those railways:

Western  
Company.)

And whereas the Company and the Lancashire and Yorkshire Railway Company (in this Act called the Lancashire and Yorkshire Company) are joint owners of the North Union Railway and it is expedient that for purposes connected with that railway those two companies should be empowered to acquire the lands in this Act described in that behalf:

(Company  
and Lan-  
cashire and  
Yorkshire  
Company.)

And whereas the Company and the Manchester Sheffield and Lincolnshire Railway Company (in this Act called the Sheffield Company) are joint lessees of the Oldham Ashton-under-Lyne and Guide Bridge Junction Railway and it is expedient that for purposes connected with that railway those two companies should be empowered to acquire the lands in this Act described in that behalf and to make agreements with respect thereto:

(Company  
and Sheffield  
Company.)

And whereas it is expedient that the Manchester South Junction and Altrincham Railway Company (in this Act called the South Junction Company) should be empowered to acquire the lands in this Act described in that behalf for purposes connected with their undertaking the management of which is vested in the Company and the Sheffield Company jointly:

(Manchester  
South Junc-  
tion and  
Altrincham  
Company.)

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

(Plans and  
sections  
deposited.)

And whereas it is expedient that the powers for the purchase of lands for and for the construction of the Llanelly Station Railway authorised by the London and North-western Railway (New Lines and Additional Powers) Act 1876 as revived and extended by the London and North-western Railway Act 1882 should be further extended as in this Act provided:

(Llanelly  
Station Rail-  
way—ex-  
tension of  
time.)

And whereas it is expedient that further powers should be conferred upon the Company in respect of their own undertaking and upon the Company and the Great Western Company as joint owners

(Superfluous  
lands.)

of the Birkenhead Railway 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 the said undertaking and railway respectively :

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And whereas it is expedient that the undertaking of the Vale of Towy Railway Company (in this Act called the Vale of Towy Company) should be transferred to and vested in the Company :

(Vale of Towy vesting.)

And whereas it is expedient that the agreement between the Company and the Lancashire and Yorkshire Company with respect to the North Union Railway set forth in the Fourth Schedule to this Act should be confirmed :

(Confirmation of Lancashire and Yorkshire agreement.)

And whereas it is expedient that the powers of the Company with respect to the providing and using of steam and other vessels should be extended and enlarged as in this Act provided :

(Steam vessels.)

And whereas it is expedient that further provision should be made with respect to the giving by the Company of bonds under seal to Her Majesty in respect of goods liable to duties of customs and excise :

(Customs and other bonds.)

And whereas it is expedient that further provision should be made for the admission or continuance as members of the superannuation fund association of the Company of officers or others in the service or otherwise connected with the business of the Company solely or jointly with other companies and of any officer or servant of the Shropshire Union Railways and Canal Company (in this Act called the Shropshire Union Company) :

(Superannuation fund association.)

And whereas by three several Acts of Parliament relating to the Shropshire Union Company passed in the ninth and tenth years of the reign of Her present Majesty chapters three hundred and twenty-two three hundred and twenty-three and three hundred and twenty-four the said Company were empowered to raise by the creation of new shares an aggregate sum of three million three hundred thousand pounds and by each of the said Acts it was enacted that after the whole of the capital by that and all other Acts relating to the said Company authorised to be raised should have been subscribed and one half thereof should have been paid up it should be lawful for the Company to borrow on mortgage such sums of money as therein mentioned not exceeding in the whole a sum that should be equal to one-third part of the share capital of the said Company for the time being :

(Shropshire Union Company.)

And whereas by another Act of Parliament passed in the seventeenth and eighteenth years of the reign of Her present Majesty chapter one hundred and seventy-nine the authorised share capital of the said Company was reduced to the sum of one million seventy-two thousand five hundred pounds and all the shares of the said



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Interpreta-  
tion.

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

The expression "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or extra-parochial places in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish or extra-parochial place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively :

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.

Power to  
Company to  
make rail-  
ways &c.

4. Subject to the provisions of this Act the Company may make and maintain in the lines shown on the deposited plans and according to the levels shown on the deposited sections the new railways and the widening of (in which expression in this Act are included the alteration and improvement of and the laying down of additional lines of rails upon) the portion of their railway herein-after described with all proper stations sidings roads approaches works and conveniences connected therewith respectively and may enter upon take and use the lands herein-after described and such of the other lands delineated on the deposited plans and described in the deposited books of reference relating to the said railways and widening as may be required for the purposes thereof :

The new railways and the widening of railway herein-before referred to and authorised by this Act to be made by the Company are—

(Railway at  
Notting-  
ham.)

(1.) The railway at Nottingham (two furlongs six chains and twenty-five links in length) to be wholly situate in the parish of Sneinton in the county of Nottingham commencing by a junction with the Nottingham and Grantham Railway at or near the bridge carrying that railway over the Midland Railway and terminating at a point fifty-five yards or thereabouts west of the junction of Lees Hill with the public road called Sneinton Hermitage and thirty yards or thereabouts north of

the last-named road. And the Company may acquire by compulsion or agreement and may hold certain lands in the same parish extending north-westward from the termination of the said intended railway to Manvers Street and Lower Eldon Street :

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(2.) The Edgehill junctions to be situate in the township of West Derby in the parish of Walton-on-the-Hill and in the township of Wavertree in the parish of Childwall all in the county of Lancaster : (Edgehill junctions.)

No. 1 (one mile six furlongs five chains and five links in length) commencing by a junction with the Company's Waterloo Branch Railway at or near Tunnel Road at the east end of the Waterloo Tunnel and terminating by a junction with the Company's Edgehill and Garston Railway at or near the north end of the viaduct at the Wavertree Station :

No. 2 (one mile three furlongs four chains and seventy-six links in length) commencing by a junction with the Company's Wapping Branch Railway at or near Tunnel Road and terminating by a junction with the Company's Liverpool and Manchester Railway :

No. 3 (one furlong eight chains and ninety links in length) commencing by a junction with No. 2 at a point two hundred and fifteen yards or thereabouts west of the north-west corner of the Company's engine-house at Edgehill and terminating by a junction with No. 1 at a point one hundred yards or thereabouts south-east of the south-east corner of the said engine-house :

No. 4 (five furlongs and five chains in length) commencing by a junction with No. 1 at a point one hundred and ninety yards or thereabouts east of its commencement as above described and fifty-five yards or thereabouts south of the south end of Botanic Street and terminating by a junction with the Company's Edgehill and Bootle Railway :

No. 5 (three furlongs four chains and fifty links in length) commencing by a junction with No. 1 at a point one hundred yards or thereabouts south-westward of the junction of Ashworth Street with Pighue Lane and terminating by a junction with No. 2 at a point one hundred and sixty-five yards or thereabouts south-eastward of the junction of Rathbone Road with Pighue Lane :



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No. 6 (two furlongs and forty links in length) commencing by a junction with the Company's Edgehill and Bootle Railway at or near the bridge carrying Binns Road over that railway and terminating by a junction with No. 5 at a point fifty yards or thereabouts westward of the junction of Rathbone Road with Pighue Lane aforesaid:

And the Company may notwithstanding anything contained in section 39 of the London and North-western Railway (Lines near Liverpool) Act 1861 lay down and construct sidings and other works upon any of the lands shown upon the deposited plans relating to the Edgehill junctions and the said section so far as it relates to the construction of sidings on the said lands is hereby repealed:

Provided always that the Company shall make full compensation to the owners for the time being of the property known as Sandown Park including Sandown Grange for any damage or injury or depreciation in value which may be occasioned to the said property by the construction and use of the works authorised by this Act such compensation to be ascertained in the manner provided by the Lands Clauses Consolidation Act 1845 and the Acts amending the same:

(Widening  
at Stock-  
port.)

(3.) The widening in the township and parish of Stockport in the county of Chester and in the township of Heaton Norris in the parish of Manchester in the county of Lancaster of so much of the Company's Stockport and Manchester Railway as extends from the northern end of the Stockport Station to the junction with that railway of the Company's Stockport and Guide Bridge Railway.

Tolls &c. for  
new railways  
&c.

5. With respect to tolls rates and charges and for all other purposes whatever the new railways shall be part of the Company's undertaking and the widening of the Stockport and Manchester Railway and the works connected therewith shall be part of that railway and the Company may demand tolls rates and charges in respect of the same accordingly not exceeding the tolls rates and charges authorised by the Act (local and personal) ninth and tenth Victoria chapter two hundred and four intituled "An Act to consolidate the London and Birmingham Grand Junction and Manchester and Birmingham Railway Companies" and by the London and North-western Railway (Additional Powers) Act 1872 the London and North-western Railway (New Lines and Additional Powers) Act 1876 and the London and North-western Railway (Joint and Various Powers) Act 1877 and by this Act.



6. Whereas the railway at Nottingham is shown on the deposited plans as intended to be constructed in part through lands belonging to the Great Northern Railway Company or which they are by the Great Northern Railway Act 1881 authorised to acquire for station siding and other purposes as therein mentioned in such a manner as in the opinion of that Company to interfere with the convenient use by them of the said lands and it is expedient that provision should be made as herein-after contained for the protection of the said Company :

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For protec-  
tion of Great  
Northern  
Railway  
Company.

Therefore notwithstanding anything to the contrary shown on the deposited plans relating to the railway at Nottingham that railway shall not without the consent in writing of the Great Northern Railway Company under their common seal be constructed southward of the dotted red line marked A B C on the plan signed by Rowland Ponsonby Blennerhassett the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and deposited in the Private Bill Office of the said House of Commons Provided always that the Great Northern Railway Company shall and they are hereby empowered to acquire and shall so far as they lawfully can at the request of the Company within six months after the passing of this Act or such other period as may be agreed between the two companies convey or cause to be conveyed to the Company (but at the cost in all things of the Company) any lands required for the construction of the said railway in accordance with the provisions of this section which the Great Northern Railway Company are by the said Great Northern Railway Act 1881 empowered to acquire for any of the purposes of that Act and which are not included within the limits of deviation shown upon the deposited plans relating to the said railway And if any difference arise between the two companies as to the true intent and meaning of this section or the mode of giving effect thereto the same shall be determined by arbitration in the manner prescribed by the Railway Companies Arbitration Act 1859.

7. In constructing within the city of Liverpool the works by this Act authorised 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 :

For protec-  
tion of  
corporation  
of Liverpool.

- (1.) Whenever it may be necessary to intercept or interfere with any existing sewer or drain belonging to the corporation the Company shall before intercepting or interfering with such existing sewer or drain construct at their own expense according to a plan to be prepared by the city engineer of the corporation



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other sewers or drains in lieu of and of not less than equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewers or drains shall be connected by and at the expense of the Company with any existing sewers or drains which may be intercepted or interfered with and in such manner as shall be approved by the corporation ;

- (2.) If by reason of the execution of any of the powers of this Act any additional sewers or drains or any increased length or alteration of sewers or drains connected therewith shall become necessary the same shall be constructed by and at the expense of the Company of such capacity according to such plans and in such manner as shall be reasonably approved by the corporation ;
- (3.) 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 sewer or drain the Company shall repay to the corporation such cost and the same may be recovered in default of payment in any court of competent jurisdiction ;
- (4.) The provisions of the Railways Clauses Consolidation Act 1845 contained in 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 ;
- (5.) Wherever the mains or water pipes of the corporation shall be severed or interfered with by the works authorised by this Act and wherever it is necessary for maintaining the supply of water to lay additional mains or water pipes they shall previous to the severance or interference be laid by the corporation at the expense of the Company ;
- (6.) If by reason of the execution of any of the powers of this Act any increased length of mains or water pipes shall become necessary the same shall be laid down by the corporation at the expense of the Company ;
- (7.) Wherever by the appropriation or destruction of property by this Act authorised any mains or water pipes laid for the supply of such property (except pipes inside such property) shall be rendered unnecessary the Company shall pay to the corporation the cost of laying an equivalent length of main or water pipe and the cost of the works required for the discontinuation of those mains or water pipes rendered unnecessary to such amount as shall be estimated by the water engineer of the



corporation and the mains and water pipes so rendered unnecessary shall become the property of the Company; A.D. 1884.

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

8. In executing the widening of the Company's Stockport and Manchester Railway by this Act authorised and the works connected therewith the following provisions for the protection of the mayor aldermen and burgesses of the borough of Stockport (in this section called the corporation) shall unless otherwise agreed between the Company and the corporation be observed and have effect: For protection of the corporation of Stockport.

(1.) If the Company interfere with the public urinal now standing on the south-east side of Daw Bank they shall at their own cost re-erect the same upon any reasonable site to be provided and approved of by the corporation:

(2.) The diversion by the Company of the public street known as Daw Bank Club Row in the borough of Stockport authorised by this Act shall be carried out by the Company subject to the following conditions The Company shall construct and make the new or diverted portion of the roadway of the said street of a width of not less than thirty-six feet The new or diverted roadway shall be constructed parallel with the viaduct intended to be built by the Company to carry their said railway when widened in the said parish and the said roadway shall be so formed as to have an uniform gradient throughout its whole length The new or diverted roadway shall be levelled flagged paved channelled sewered (if the existing roadway is now sewerd) and made good by and at the cost of the Company:



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- (3.) No building or other obstruction shall be erected on any land now belonging to or hereafter acquired by the Company under any of the arches of the existing or widened portion of the viaduct to a greater height than twenty-five feet from the ground :
- (4.) The pier of the viaduct to be constructed by the Company on the north side of Heaton Lane in the borough of Stockport shall be built so as to form a line of frontage uniform with the frontage of the property numbered on the deposited plans 6 in the parish of Stockport and with the existing pier of the viaduct of the Company already erected and abutting on Heaton Lane. The surplus land containing fourteen square yards or thereabouts which will remain between the said pier when constructed by the Company as aforesaid and the present frontage line of Heaton Lane shall be given by the Company to the corporation free of cost to be paved metalled flagged channelled and made good at the cost of the corporation as part of Heaton Lane :
- (5.) The widened portion of the viaduct shall be constructed by means of brick arches and brick abutments uniform with the existing arches except the arches over and adjoining Daw Bank the River Mersey Heaton Lane and King Street which arches shall be made as nearly uniform with the existing arches as the circumstances will permit :
- (6.) The new abutments for carrying the widening of the bridge over George's Road in the borough of Stockport shall be constructed so as to be uniform with the existing frontage lines of that road on the westerly side of the said bridge. The widening of the said bridge shall be executed by means of girders erected or placed not less than sixteen feet three inches above George's Road where the same joins the existing bridge and shall be continued horizontally throughout the entire width thereof and with a span of not less than forty-seven feet. The abutments of the proposed new part and the existing portion of the bridge over George's Road shall be lined throughout with white glazed bricks at the expense of the Company who shall also make the said new part of the said bridge as far as reasonably practicable drop dry :
- (7.) In constructing the additional archway to the bridge under Wellington Road North in the borough of Stockport the Company shall not alter the level of that road :
- (8.) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the



provisions of this section or as to the mode of giving effect thereto shall be determined in the manner prescribed in the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration. A.D. 1884.

9. In constructing the several works in this Act referred to as the Edge Hill junctions in the said parishes of Walton-on-the-Hill and West Derby in the county of Lancaster and the widening in the township of Stockport in the county of Chester and in the township of Heaton Norris in the county of Lancaster (herein-after respectively referred to as "the Edge Hill junctions" and "the widening at Stockport") the following provisions shall apply and be obligatory upon the Company for the protection of the Cheshire Lines Committee (herein-after called "the committee") that is to say:—

For protection of the Cheshire Lines Committee.

(1.) The Company shall not without the consent in writing of the committee under their common seal take use enter upon or interfere with any of the lands works or property of the committee for the purpose of the construction and maintenance of the Edge Hill junctions and the works connected therewith excepting only such parts thereof as are shown on a plan signed by W. G. Scott the engineer of the committee and Francis Stevenson the engineer of the Company and therein coloured yellow:

(2.) In lieu of the existing sidings and works belonging to the committee and which will be interfered with by the construction of the Edge Hill junctions and works connected therewith authorised by this Act (and which sidings so far as they are on the lands of the committee are to be removed by them at the expense of the Company) the Company shall at their own expense in all respects execute and complete for the sole and exclusive use of the committee the several new lines of railway and sidings shown on the said plan and therein coloured red as well on the lands of the Company as also on the lands of the committee and will also connect and at all times keep the same connected with their branch railway between Garston and Liverpool to the reasonable satisfaction of the engineer for the time being of the committee and so that the same new lines of railway and sidings may be at all times used freely and conveniently by the committee for all traffic whatsoever in the same manner as they now use their existing sidings and works:

(3.) The Company also will at their own cost in all respects and to the reasonable satisfaction of the engineer of the committee make form and construct for the use of and on the lands of the committee a new manure wharf or landing or loading place of



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the extent and in the position shown on the said plan and marked "Corporation Manure Wharf" and will also well and sufficiently fence off with a brick or stone wall the lands of the Company from the lands of the committee in the lines and directions shown on the said plan between the points A and B and the points C and D on that plan and which fence or wall shall at all times hereafter be maintained and repaired by and at the expense of the Company :

- (4.) The Company shall not for the purposes of the widening at Stockport permanently take use or interfere with any of the lands of the committee in Heaton Norris in the county of Lancaster except only such as are necessary for the construction and maintenance of the said widening in accordance with the provisions of this Act :
- (5.) The viaduct for carrying the said widening over the lands and works of the committee in Heaton Norris aforesaid shall subject to the provisions of this Act be constructed according to plans and specifications to be reasonably approved by and to be executed under and to the reasonable satisfaction of the principal engineer for the time being of the committee and in all things at the expense of the Company :
- (6.) During the construction of the works by this Act authorised over the railway lands and works of the committee the Company will bear and on demand pay to the committee the expenses of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the said railway and works with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger or accident which may arise from any of the operations of the Company or from any acts or defaults of the contractors or any person or persons in their employment or otherwise :
- (7.) The Company will at all times maintain the viaduct and other works for the widening at Stockport over the lands and works of the committee in Heaton Norris aforesaid in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer for the time being of the committee and if and whenever the Company fail so to do the committee may make or do in and upon as well the lands of the Company as their own lands such repairs and the sum from time to time certified by such engineer as being the reasonable amount of such expenditure shall be repaid to the committee by the Company and in default of payment may be recovered



by them from the Company with full costs in any court of competent jurisdiction and so far as may be necessary for the purpose of such maintenance the Company their servants and workmen may enter upon the lands of the committee : A.D. 1884.

(8.) The Company and their contractors agents servants or workmen shall not in constructing or repairing the said viaduct over the lands and works of the committee or in constructing the works at Edge Hill aforesaid obstruct impede or interfere with the free uninterrupted and safe use of the railway or other works of the committee or any traffic thereon any further than may be necessary for the construction of the substituted works at Edge Hill herein provided for and if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall pay to the committee all costs and expenses which the committee may be put to as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs and expenses to be recoverable with full costs by the committee in any court of competent jurisdiction :

(9.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the committee all costs losses damages and expenses which may be occasioned to the railway of the committee or any of the works or property thereof or to the traffic thereon or otherwise by reason of the execution or failure of the viaduct and the works in connexion therewith or of any act or omission of the Company or of any person in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the Committee from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission :

(10.) If by reason of the execution of the works by this Act authorised it shall become necessary to add to or alter the signal or signals upon the railways or works of the committee the same shall be so added to or altered by the committee and the reasonable expense thereof shall be repaid to them by the Company :

(11.) If any difference shall arise between the Company and the committee with reference to the true intent and meaning of this enactment or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration :

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(12.) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights and privileges of the committee otherwise than is herein expressly provided.

Lands for  
extraordi-  
nary pur-  
poses of  
Company.  
Period for  
completion  
of railways.

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

11. If the new railways herein-before described are not respectively completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing any of the said railways then not completed or otherwise in relation thereto shall cease to be exercised except as to so much thereof respectively as is then completed.

Imposing  
penalty  
unless  
railways  
opened.

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

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

Every sum of money recovered by way of such penalty as afore-said shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General on behalf of the Chancery Division of the High Court of Justice in the bank and to the credit named in such warrant or order and shall not be paid thereout except as herein-after provided:

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the uncompleted railway or railways by unforeseen accident or circumstances beyond their control. Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.



**13.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or railways in respect of which the penalty has been incurred or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company by this Act of taking property for the purposes of such railway or railways and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice may seem fit:

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Application  
of penalty  
for non-  
completion  
of railways.

If no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the said Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said Chancery Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

**14.** Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make the new roads and deviations or alterations of roads and streets and the other works hereinafter described and may in the lines shown on the deposited plans make the new footpaths and alterations of footpaths hereinafter described with all proper works and conveniences connected therewith respectively and may exercise the other powers hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those and other purposes connected with their undertaking (that is to say):—

Power to  
Company to  
make new  
roads and  
other works.



[Ch. ccvii.] *London and North-western Railway* [47 & 48 VICT.]  
*Act, 1884.*

A.D. 1884.

(Broad  
Street.)

(1.) They may in the parish of Saint Leonard Shoreditch in the county of Middlesex—

(1.) Make a new road of the width shown upon the plan signed by Roland Ponsonby Blennerhasset the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred and deposited in the Private Bill Office of that House commencing by a junction with Hearn Street at a point seven yards or thereabouts west of the junction therewith of Plough Yard and terminating by a junction with Plough Yard immediately to the west of the bridge carrying the North London Railway over that yard And may stop up and discontinue and appropriate to the purposes of their undertaking so much of Hearn Street and Plough Yard as is situate between the commencement and termination of the said new road :

Provided always that the company shall construct a proper sewer in and shall well and properly flag or pave the said new road (including one footpath) to the reasonable satisfaction of the vestry of the said parish of Saint Leonard Shoreditch and the said new road shall be a public highway :

(2.) Extend for a distance of eight yards or thereabouts in a westerly direction the bridge carrying the railway leading to the Company's station at Broad Street over Skinner Street :

(3.) Extend for a distance of six feet or thereabouts in an easterly direction the said bridge carrying the North London Railway over Plough Yard and the said last-mentioned extension when made shall vest in the North London Railway Company as part of their undertaking :

(2.) They may in the said parish of Saint Leonard Shoreditch and in the parish of Saint Botolph-without-Bishopsgate in the city of London in the same county—

Extend for a distance of twenty-two yards or thereabouts in a westerly direction the bridge carrying the railway leading to the Company's station at Broad Street over Primrose Street :

(Kenilworth  
footpath.)

(3.) They may in the parish of Kenilworth in the county of Warwick—

Stop up and discontinue all public rights of footpath along so much of the road which crosses on the level the Company's Coventry and Leamington Railway at the north-east end of the Kenilworth Station as lies between the



boundaries of the Company's property And may carry the footpath over the said railway by means of a footbridge: A.D. 1884.

(4.) They may in the parish of Sutton Coldfield in the county of Warwick— (Sutton Coldfield.)

(1.) Extend for a distance of twenty-two yards or thereabouts in a north-westerly direction the bridge carrying the Company's Sutton Coldfield Branch Railway over Park Road:

(2.) Stop up and divert so much of the existing footpath leading from the north-west end of Station Street to High Street in Sutton Coldfield as lies between points respectively thirty yards and eighty yards or thereabouts north of the north-west end of Station Street aforesaid And may carry the said footpath over the tunnel on the Company's Sutton Coldfield and Lichfield Railway now in course of construction:

(3.) Acquire by compulsion or agreement and hold certain lands lying on the north-west side of and adjoining the Company's Sutton Coldfield Branch Railway and south-west of and adjoining Park Road aforesaid:

(5.) They may in the township of Bolehall and Glascote in the parish of Tamworth in the county of Warwick in substitution for the footpath diversion authorised by subsection 2 of section 17 of the London and North-western Railway Act 1882— (Tamworth footpath.)

Divert so much of the footpath which crosses on the level the Company's Trent Valley Railway at the east end of the Tamworth Station as extends from the south side of the said railway for a distance of two hundred and twenty yards or thereabouts in a northerly direction And may carry the diverted footpath under the said railway And may stop up and discontinue the portion of the existing footpath herein-before described:

(6.) They may in the parish of Harborne in the county of Stafford— (Smethwick roads.)

(1.) Alter the levels of Rolfe Street Smethwick between a point thereon two hundred yards or thereabouts east of the level crossing thereof by the Company's Stour Valley Railway and the junction thereof with High Street And may carry the said road over the said railway by means of a bridge:

(2.) Make a new road commencing by a junction with Brass House Lane Smethwick at a point one hundred yards or

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*Act, 1884.*

A.D. 1884.

thereabouts north of the level crossing of that lane by the said railway and terminating by a junction with Rolfe Street as altered immediately north of the crossing thereof by the said railway :

(3.) Stop up and discontinue so much of Rolfe Street as lies between the boundaries of the Company's property and also so much of Brass House Lane as lies between the commencement of the intended new road and the south side of the level crossing of that lane by the said railway And may construct a footbridge over the said railway at the said level crossing :

(Cheadle  
footpath.)

(7.) They may in the township and parish of Cheadle in the county of Chester—

Make a new footpath commencing by a junction with the road which passes under the Company's Stockport and Cheadle Railway four hundred yards or thereabouts west of the junction with that railway of the Company's Stockport Junction Railway now in course of construction at a point on such road eighty yards or thereabouts north of the bridge carrying the said branch railway over the said road and terminating by a junction with the Cheadle Road at or near the junction with that road of the road leading to the Edgeley Bleach Works And may stop up and discontinue the existing footpath which leads from the said first-mentioned road to the said road to the Edgeley Bleach Works and which crosses on the level the said Cheadle Branch Railway at or near the said junction with the Stockport Junction Railway :

(Heaton  
Norris.)

(8.) They may in the township of Heaton Norris in the parish of Manchester in the county of Lancaster—

Construct an additional archway or opening under Wellington Road North on the north-west side of and adjoining the existing archway by which that road is carried over the Company's Stockport and Guide Bridge Railway :

(Garston.)

(9.) They may in the township of Garston in the parish of Childwall in the county of Lancaster—

(1.) Extend for a distance of twenty-five yards or thereabouts in a northerly direction the bridge carrying the Company's Garston and Warrington Railway over Church Road Garston :

(2.) Alter extend and reconstruct the bridge by which the road from Speke to Garston is now carried over the Company's said railway at a point four hundred and forty yards or thereabouts east of Church Road aforesaid :



(10.) They may in the townships of Allerton and Garston in the parish of Childwall in the county of Lancaster—

A.D. 1884.

(Speke  
junction.)

(1.) Make a new footpath commencing by a junction with the existing footpath which crosses on the level the Company's Garston and Warrington Railway near the junction with that railway of the Company's Allerton and Garston Loop at a point on such footpath forty-five yards or thereabouts south-west of the said level crossing and terminating by a junction with the existing footpath which crosses on the level the Company's Allerton and Garston Loop at Dutch Farm at a point on such last-mentioned footpath immediately west of such level crossing And may stop up and discontinue so much of the said first mentioned existing footpath as lies between the junctions therewith of the said new footpath and of the secondly mentioned existing footpath :

(2.) Stop up and discontinue so much of the existing footpath which crosses on the level the Company's Edgehill and Garston Railway two hundred and fifty yards or thereabouts south-east of the junction therewith of the said Allerton and Garston Loop as extends for a distance of forty yards or thereabouts south-westward from the north-eastern boundary of the Company's property And may carry the said footpath over the railway by means of a footbridge :

(3.) Acquire by compulsion or agreement and hold certain lands lying between and adjoining the said Edgehill and Garston and Garston and Warrington Railways at their junction at Speke :

(11.) They may in the township of Charnock Richard in the parish of Standish in the county of Lancaster—

(German's  
Lane  
Euxton.)

Make a new road commencing by a junction with German's Lane at a point one hundred and seventy yards or thereabouts north-west of the level crossing of that lane by the North Union Railway and terminating by a junction with the said lane at a point thirty-five yards or thereabouts south-east of the said level crossing And may stop up and discontinue so much of German's Lane as lies between the west side of the said railway and the termination of the said intended new road and also the two existing occupation level crossings over the said railway immediately north of the first-mentioned level crossing :

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A.D. 1884.

(Woodhouse  
footpath.)

(12.) They may in the township and parish of Huddersfield in the west riding of the county of York—

Make a new footpath between the occupation road leading from Sheepridge to Field House Lane and the existing footpath which crosses the said railway on the level one hundred and thirty-five yards or thereabouts south-west of the said occupation road And may stop up and discontinue so much of the said existing footpath as lies between the boundaries of their property :

(Workington.)

(13.) They may in the township and parish of Workington in the county of Cumberland—

(1.) Make two new roads one commencing and terminating by junctions with the existing road which crosses on the level the Company's Whitehaven Junction Railway at the New Yard Iron Works at points respectively one hundred and thirty yards or thereabouts east and two hundred and ten yards or thereabouts west of the said level crossing and the other commencing by a junction with the first-mentioned new road at a point one hundred yards or thereabouts east of the termination thereof as above described and terminating by a junction with the said existing road at a point seventy yards or thereabouts west of the said level crossing And they may stop up and discontinue so much of the said existing road and of the tramway thereon as extends for a distance of thirty-five yards or thereabouts eastward from the western boundary of the Company's property :

(2.) Acquire by compulsion or agreement and hold certain lands lying on the east side of and adjoining the said Whitehaven Junction Railway and between a point two hundred and twenty yards or thereabouts south of where the Salter Beck crosses under that railway and the said level crossing and certain other lands lying on the west side of and adjoining the said railway and between the said level crossing and Havelock Road :

(3.) Stop up and divert the existing footpath which now passes along the western side of the said railway between the said level crossing and Havelock Road and carry the same along the western side of the last-mentioned lands and remove the existing footbridge at the said level crossing :

(4.) Stop up and discontinue so much of the existing footpath which crosses the said railway on the level at Westfield Place as extends for a distance of thirty-five yards or thereabouts eastward from the western boundary of the



Company's property and carry the said footpath over the railway by means of a footbridge : A.D. 1884.

- (5.) Stop up and discontinue so much of the existing footpath which crosses the said railway on the level three hundred and seventy yards or thereabouts south of the said level crossing at Westfield Place as extends for a distance of thirty yards or thereabouts eastward from the western boundary of the Company's property.

**15.** It shall be lawful for the Commissioners of Sewers for the city of London and for the vestry of the parish of Saint Leonard Shoreditch so far as their respective jurisdictions are concerned to set up and affix under the extensions of the bridges which carry the London and North-western Railway and the North London Railway over Skinner Street and Primrose Street and to keep lighted with gas by day and by night such necessary lamp or lamps as will afford proper light and security to passengers and the costs charges and expenses of such lighting and consequent thereon shall be paid by the Company within fourteen days after demand in writing by such Commissioners or vestry and in default the same may be recovered from the Company by the said Commissioners or vestry with full costs of suit by action in any court of competent jurisdiction.

Roads under bridges in city and parish of St. Leonard Shoreditch to be lighted.

**16.** The following provisions shall apply to the extensions of the bridges over Plough Yard and Skinner Street in the Parish of Saint Leonard Shoreditch and Primrose Street in the said parish and the said parish of Saint Botolph-without-Bishopsgate :

As to works in the parishes of St. Leonard Shoreditch and St. Botolph-without-Bishopsgate.

- (1.) The said extensions shall be so constructed as to leave thereunder a clear span and headway throughout over and above the existing surface of the said yard and streets respectively not less than the span and headway of the existing bridges :

- (2.) The said extensions shall be made and maintained so as to prevent as far as reasonably practicable the dripping of water therefrom on any part of the street or road or the footway thereof and so as to deaden so far as is reasonably practicable the sound of engines carriages and traffic passing over the same and the parapets of such extensions shall be carried not less than eight feet in height above the level of the rails and shall be of a reasonably ornamental character :

- (3.) The Company shall not affix or exhibit or permit to be affixed or exhibited upon the said parapets any placards or advertisements except such as relate to the business of the Company.

**17.** The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Birmingham

For protection of corporation



A.D. 1884.  
of Birmingham.

(in this section referred to as "the corporation") shall with reference to the works in the parish of Sutton Coldfield by this Act authorised have effect (that is to say) :—

- (1.) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall subject to the provisions of this Act extend and apply to the gas mains pipes and apparatus of the corporation and whenever in those sections the words "company" or "society" are used the same shall for all purposes of this Act be held to extend to and include the corporation :
- (2.) The Company shall not interfere with any gas main pipe or apparatus of the corporation until they shall have given to the town clerk three clear days notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the gas mains pipes and apparatus proposed to be interfered with :
- (3.) Wherever the gas mains pipes or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and wherever it is necessary for maintaining the supply of gas to lay additional mains or pipes such additional mains or pipes shall previous to the severance or interference be laid 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 necessarily incur any cost in altering any existing gas main pipe or apparatus the Company shall repay to the corporation such additional cost :
- (5.) If by reason of the execution of any of the powers of this Act any increased length of gas mains or pipes or any additional apparatus shall become necessary the same shall be forthwith constructed and laid by the Company according to such plan and sections and in such reasonable manner as shall be approved by the corporation :
- (6.) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be determined in the manner prescribed by the Railway Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For protection of the Company

**18.** Whereas certain of the works authorised by this Act are calculated to interfere with and otherwise prejudicially affect the works



and property of the Company of Proprietors of the Birmingham Canal Navigations (which company is herein-after referred to as the Birmingham Canal Company) in that the Company propose to take lands of the Birmingham Canal Company and to widen and alter the bridges carrying Brass House Lane over the two canals of the Birmingham Canal Company at Smethwick in the parish of Harborne in the county of Stafford known as the Birmingham Level and the Wolverhampton Level respectively: Therefore the Company before commencing the widening and alteration of the said bridges or either of them shall give the Birmingham Canal Company at least seven days notice in writing of their intention so to do and the Company shall at their own costs and charges so construct such widening or alteration that the clear width on the square shall be equal to and sufficient to clear and leave unobstructed at the respective points of crossing the whole navigable waterways and the towing-paths of the canals of the Birmingham Canal Company and the widening and alteration of the said bridges shall have close fence walls of not less height than those of the existing bridges above the level of the roadway to be constructed over such widening and alteration and the spring of the arch or soffit of the girders shall at the said respective points of crossing over the said canals commence at a point not being less than eight feet above the present surface level of the towing-path of the said respective 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 respective canals:

The Company shall at their own expense at all times for ever after the widening and alteration of the said bridges shall have been completed keep the same so far as they have been widened or altered 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 any work belonging thereto or connected therewith so far as the Company are liable to such repair 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 whatever 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 such part or parts of such bridges as the Company are liable to repair and 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.

A.D. 1884.

of Proprietors of the Birmingham Canal Navigations.

A.D. 1884. 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 make 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 of the repairs to which the Company are liable shall be repaid by the Company to the Birmingham Canal Company upon demand :

It shall not be lawful for the Company or any person in execution of this Act to alter the course of the said canals or either of them or the towing-path or 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 either 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 either of them. And it shall not be lawful for the Company (except for the purpose of constructing such new road and the works connected therewith) to take or interfere with the said canals or either 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 bridges and works hereby authorised to be made or either of them as delineated on the said plans so deposited as aforesaid 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 consent in writing of the Birmingham Canal Company under their common seal first had and obtained :

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 works or by any act or omission of the Company or any of their agents or servants it shall happen that the said canals or either of them or the towing-path or paths thereof 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 of the superior courts:

A.D. 1884.

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:

And 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 and every of the several Acts of Parliament now in force relating to the said canals except as is expressly enacted by this Act.

**19.** For the protection of the South Stafford Waterworks Company (herein called "the Waterworks Company") the following provisions and conditions in relation to the works at Smethwick in the parish of Harborne in the county of Stafford by this Act authorised shall be observed and performed by the Company (that is to say):—

For the protection of the South Staffordshire Waterworks Company.

(1.) Before the Company does any act in the parish of Harborne which shall in any way interfere with the mains and service pipes of the Waterworks Company in Rolfe Street and Brass House Lane at Smethwick in that parish the Company under such superintendence and to such reasonable satisfaction as is herein-after mentioned and at its own expense shall lay down and complete substituted mains and service pipes along that portion of Rolfe Street the level of which it is proposed to alter and across the bridge by which it is proposed to carry Rolfe Street over the railway of the Company and connect such substituted mains and pipes with the works of the Waterworks Company and the several houses which are supplied with water thereby and which may not be required to be removed for the purposes of the proposed works:

(2.) The bridge by which Rolfe Street is intended to be carried over the railway of the Company shall be so constructed that the Waterworks Company may without inconvenience or any additional expense lay mains and pipes thereon with a cover of road material over the same of not less than nine inches in thickness over a four-inch pipe but the Waterworks Company or the Company may require that such mains and pipes shall be



A.D. 1884.

carried along the outside of such bridge but in every such case the Company shall bear and on demand shall pay to the Waterworks Company all expenses incurred by them in providing and fixing such outside casings to such mains and pipes as shall be necessary to protect the same and the water therein from injury arising from frost and if such bridge shall be constructed contrary to this present provision all additional expense which shall be thereby occasioned to the Waterworks Company in laying mains and pipes on and across or outside such bridge and the expense of providing and fixing such outside casing as aforesaid shall be borne by the Company and be payable by them to the Waterworks Company on demand and may be recovered by the Waterworks Company in any court of competent jurisdiction :

- (3.) No works shall be done by the Company under the powers of this Act which will interfere with the mains and pipes of the Waterworks Company 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 and near the place of interference in accordance with the provisions of this Act as affect the before-mentioned mains and pipes with specifications in writing describing the proposed manner of executing the same works and substituted works (if any) 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 substituted works (if any) and the same shall be executed accordingly under the superintendence and to the reasonable satisfaction of such principal engineer and in no other manner without the consent in writing of the Waterworks Company under its common seal 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 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 it had obtained the certificate or certificates of approval :
- (4.) In case of disagreement between the engineer of the Waterworks Company and the engineer of the Company as to such



works or any of them or in case of disagreement as to any works required to be done by the Company for the protection of the mains pipes and works of the Waterworks Company which may be interfered with or any other difference under this section the same shall be settled in such manner 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 :

- (5.) If any interruption whatever in the supply of water by the Waterworks Company shall be occasioned by the acts neglect or default of the Company or of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them 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 ten 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 :
- (6.) The provisions contained in the eighteenth nineteenth and twenty-first sections of the Railways Clauses Consolidation Act 1845 shall apply to all works affecting the property of the Waterworks Company by this Act authorised in the same way and have the same force and effect as if such works were done for the purpose of constructing a railway :
- (7.) 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 privileges or authorities of or belonging to or vested in the Waterworks Company or the Company or to interfere with the rights of the Waterworks Company to access to their mains and pipes in that part of Brass House Lane proposed to be stopped up for the purpose of repair replacement or enlargement if deemed by the Waterworks Company to be necessary.

A.D. 1884.

Power to  
Company  
and Smeth-  
wick  
Local Board  
as to works  
in district of  
that board.

**20.** The Company on the one hand and the local board of health for the district of the hamlet of Smethwick in the county of Stafford (with the consent of the Local Government Board) on the other hand may make and carry into effect agreements with respect to the payment by the said local board of the cost of or the contribution by the said board towards the making of the new road and the alteration of the levels of Rolfe Street and other works within the district of the said local board authorised by this Act or with respect to the purchase sale and disposition of the lands to be acquired for the purposes thereof and the said local board may themselves for any of the purposes of making the said new road and altering the levels of Rolfe Street and other works within their district purchase or take on lease any lands within their district and may afterwards from time to time sell let on lease or exchange any such lands which may have been so purchased or taken on lease and the said local board may apply their funds or rates to the purposes of any such payment or contribution or purchase money as aforesaid and of all costs and expenses connected therewith and of exercising carrying out and completing the powers conferred on them and the arrangements to be made under this Act and may from time to time borrow money on the security of their rates and funds for the time being and any sums whether in gross or otherwise paid or payable in respect of any such payment or contribution purchase money costs and expenses shall be deemed to be expenses incurred or payable by the said local board as an urban sanitary authority in the execution of the Public Health Act 1875 and all the provisions of that Act shall extend and apply thereto accordingly The said local board shall have and exercise all the powers of borrowing conferred upon them by the Public Health Act 1875 subject to the regulations therein contained to enable them to raise money for the purposes of this Act but it shall not be in any way incumbent on the mortgagees to see to the application of such moneys nor shall they be responsible for the application thereof.

For protec-  
tion of  
Manchester  
Carriage  
and Tram-  
ways Com-  
pany.

**21.** In constructing the additional archway or opening under Wellington Road North the following provisions for the protection of the Manchester Carriage and Tramways Company (in this section referred to as the Tramways Company) shall apply to and be obligatory upon the Company :—

If during the work of constructing such additional archway or opening at the bridge over the railway of the Company at Heaton Norris it should be necessary or expedient temporarily to remove or interfere with the working of the tramways of the Tramways Company which pass over the said bridge or any



part thereof the Company shall to the reasonable satisfaction of the Tramways Company or their engineer for the time being construct and maintain so long as occasion may require a temporary tramway or temporary tramways in lieu of the tramways or part of a tramway so removed or the working of which has been so interfered with so that at all times during the progress of such work the tramcars of the Tramways Company may pass and repass without any interruption over the said bridge and the Company shall during the progress of and until the completion of such work provide such lighting and watching as may be necessary to prevent accident to all persons and vehicles using the said tramway and on the completion of such work the Tramways Company may at the expense of the Company restore the said tramways and so much of that portion of the road over the said bridge which the Tramways Company are liable to maintain and repair under the twenty-eighth section of the Tramways Act 1870 as may be disturbed by the Company in the exercise of the powers of this Act to as good a state and condition as they were in before the commencement of such work and the Company shall recoup and indemnify the Tramways Company against all sums costs and expenses which they may be put to in such restoration and the Tramways Company may recover from the Company all such sums costs and expenses as in this clause mentioned together with full costs and charges by all and the same means as any simple contract debt.

A.D. 1884.

**22.** In regard to the works in the township of Garston and for the protection of the Garston Local Board of Health (herein-after called the local board) the following provisions shall take effect:—

For protec-  
tion of the  
Garston  
Local  
Board.

(1.) The Company shall make and complete so much of the new footpaths by this Act authorised as are within the district of the local board to the reasonable satisfaction of the local board and of a width of not less than six feet and the Company shall provide and maintain two gas lamps for lighting the footpath under the Garston and Warrington Railway in such positions as may be reasonably determined by the surveyor to the local board such lamps to be lighted at the cost of the Company at the same time as the other public lamps within the district and at such other times (if any) as the local board may reasonably require ;

(2.) The Company shall in re-constructing the bridge carrying Speke Road over the railway straighten the curve of the parapet on the south-east side of the same the local board providing



A.D. 1884.

the land necessary for the purpose and making good the altered part of the roadway ;

- (3.) The Company shall substitute girders for the arch of the existing bridge carrying their railway over Church Road and shall construct the extension of the said bridge by this Act authorised over the said road as a girder bridge and an opening or space of not less than six feet wide properly fenced on each side shall be left between the existing bridge and the said extension ;
- (4.) The said bridge and the proposed extension thereof shall have throughout a clear headway of not less than sixteen feet three inches and the said extension shall have throughout a clear width of forty-two feet and such bridge and extension shall be so constructed and maintained as to prevent as far as reasonably practicable the dripping of water ;
- (5.) The Company shall at their own expense provide and maintain one gas-lamp for lighting the said road under the said bridge and extension which shall be lighted at the cost of the Company at the same time as the other public lamps in the district of the local board and at such other time (if any) as the local board may reasonably require ;
- (6.) The Company shall construct and maintain on the southern side of the existing bridge and on the northern side of the proposed extension and for a distance of eight yards east and west thereof a substantial parapet or close screen of not less than six feet in height above the rails on the bridge.

For protec-  
tion of the  
corporation  
of Hudders-  
field and  
Sir John  
William  
Ramsden  
Bart.

**23.** With respect to the new footpath in the township and parish of Huddersfield in lieu of the existing footpath (in this section referred to as "the old footpath") the following provisions shall have effect that is to say :—

- (1.) In this section the corporation means the mayor aldermen and burgesses of the borough of Huddersfield ;
- (2.) The Company shall construct the new footpath (in this section referred to "as the new footpath") not less than nine feet in width throughout between the points marked respectively with the letters A and B on a plan signed in duplicate by Rowland Ponsonby Blennerhasset the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred and deposited in the Private Bill Office of that House ;
- (3.) The Company shall so construct the new footpath that it shall be equal in all respects to and as available in all respects for use for the same purposes as the existing footpath and complete the same to the reasonable satisfaction of the borough



- surveyor of the corporation. In the execution of the foregoing work the Company may use such of the materials taken out of the old footpath as are suitable for the purpose ;
- (4.) The Company shall remove the stone posts and iron gate now fixed at the south-eastern end of the old footpath and re-fix the same at the south-eastern end of the new footpath and shall also provide and fix alongside of the said posts and gate a new iron wicket gate of similar design to the large iron gate now at the said end of the old footpath. The Company shall also remove the gates leading from the old footpath to the level crossing and substitute therefor on each side of such crossing a fence similar to and continuous with the adjoining fence and they shall fix at the point C on the plan one of such gates with the necessary posts and make good the fence on each side of the same but except as aforesaid the Company shall not be required to fence any part of the new footpath ;
- (5.) The Company shall remove to a depth of not less than twelve inches the materials forming the surface of the old footpath from the point A to the point C on the said plan and shall level soil and sow with grass the site thereof. Provided that they may for this purpose use the soil to be removed from the site of the new footpath and such of the sods and soil removed from the site of the new footpath as are not used for the purposes of the old footpath shall be deposited by the Company in such position (within a distance of one hundred yards from the old footpath) as the owner of the site thereof or his agent shall direct ;
- (6.) The land for the new footpath shall be provided by the owner thereof free of cost and freed and discharged from all claim by the lessee or tenant thereof for compensation ;
- (7.) The works by this section prescribed shall be done and completed in all things at the cost of the Company and to the reasonable satisfaction of the borough surveyor of the said borough previous to the commencement of the said works ;
- (8.) The old footpath shall not be interfered with (except in so far as may be necessary to make the junction between the new footpath and the existing footpath) until the new footpath is so completed ;
- (9.) Upon the completion of the new footpath the corporation shall close the old footpath and all public rights of way thereover and all rights of user thereof from Woodhouse Hall to Field House Lane shall thereupon also be extinguished and the level crossing of the said old footpath and of the existing



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occupation road over the railway is hereby abolished and the Company may close the same discharged from all claim for compensation by reason thereof ;

- (10.) If any difference arise between the corporation and the Company touching this section it shall be determined by a surveyor to be appointed unless otherwise agreed on the application of either party by the President for the time being of the Institution of Surveyors and the costs of the reference shall be borne as he shall direct.

For protec-  
tion of  
Henry  
Fraser  
Curwen.

**24.** For the protection of Henry Fraser Curwen his heirs sequels in estate and assigns (all of whom are included under the expression the owner when used in this section) the following provisions shall have effect that is to say :—

- (1.) In this section the expression “ the plan ” means a copy of the deposited plans signed in duplicate by Thomas Gow on behalf of the owner and by Francis Stevenson on behalf of the Company ;
- (2.) The Company shall construct form and complete in the township and parish of Workington a new road and bridge with good and sufficient fences on both sides across the Whitehaven Junction Railway between the points marked on the plan with the letters A and B The width of the said road throughout shall be not less than twenty-five feet in the clear between the fences and exclusive of the slopes and shall have an uniform gradient not exceeding one in forty The bridge shall be made and constructed of sufficient strength to carry locomotives and locomotive traffic and shall be maintained by and at the cost and expense of the Company ;
- (3.) The Company shall construct on either side of the said bridge and as part thereof an opening not less than twenty-five feet wide throughout with splayed wing walls and having throughout a clear headway above the level of the rails of the Whitehaven Junction Railway of not less than thirteen feet and six inches ;
- (4.) The Company shall also construct form and complete from the point in the last-mentioned new road marked with the letter C on the plan to the point in the existing road marked on the plan with the letter D a new road with good and sufficient fences on both sides of an uniform width between the fences of not less than twenty feet in the clear and exclusive of the slopes and with an uniform gradient not exceeding one in twenty The said road and the road mentioned in the preceding subsection shall be maintained by and at the expense of



the owner and shall be subject to the same rights of use and occupation as the existing road which will be stopped up ; A.D. 1884.

- (5.) The owner shall provide the land required for the said roads and works except such land as may be required by the Company for the widening of their railway works and the land so provided shall remain the property of the owner but he shall be entitled to full compensation for all loss and injury which he may sustain by reason or in consequence of having to provide such land as aforesaid and also for any damage which may be sustained by him by reason of the severing of all or any of the said lands from the other lands of the owner or otherwise injuriously affecting such other lands by the exercise of the powers of this Act or any Act incorporated therewith such compensation on failure of agreement between the owner and the Company to be settled by arbitration under and according to the provisions of the Lands Clauses Consolidation Act 1845 but in estimating such compensation the arbitrator shall allow to the Company the value of the land now forming the site of the present road on the east side of the railway for which the new road is to be substituted ;
- (6.) The Company shall not stop up any part of the road marked on the plan with the letters W Z nor abolish the level crossing of that road over the said railway until the said new roads are completed ;
- (7.) The Company shall divert upon land of the owner the road marked on the plan with the letters G H in the line shown on the plan by the colour red so as to join a road about to be constructed by the Cleator and Workington Junction Railway Company along the south eastern side of their Railway No. 4 authorised by the Cleator and Workington Junction Railway Act 1883 ;
- (8.) The Company shall upon land to be provided by or at the cost of the owner and his lessee and tenant construct form and complete a new road and bridge of an uniform width of not less than twelve feet across their Whitehaven Junction Railway in the line shown in red on the plan and marked thereon by the letters J K L and upon the construction of such road and bridge the Company shall be entitled to close the occupation level crossing at X upon the plan The new road (except the structure of the bridge which shall be at the cost of the Company) shall be maintained by the owner ;
- (9.) The Company shall not enter upon take or use any part of the strip of land coloured blue on the plan and such strip of

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land shall be of the uniform width of thirteen feet in the clear through and under the Cleator and Workington Junction Railway ;

- (10.) The Company shall on being requested so to do by the owner restore the level crossing at Westfield Place to the reasonable satisfaction of the owner ;
- (11.) All works to be constructed by the Company under this section shall be constructed and completed in accordance with the provisions of this section unless otherwise agreed on between the owner and the Company and at the cost of the Company and to the reasonable satisfaction of the owner ;
- (12.) If any difference arise between the owner and the Company as to the true intent and meaning of this section or any works to be constructed thereunder such difference shall be determined by an arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the costs of the arbitration shall be borne as he shall direct.

For protec-  
tion of the  
Cleator and  
Workington  
Junction  
Railway  
Company.

**25.** The following provisions for the protection of the Cleator and Workington Junction Railway Company (in this section referred to as "the Cleator Company") shall be binding on the Company and they shall perform the same and comply therewith :—

- (1.) The Company shall not without in every case obtaining the previous consent of the Cleator Company in writing under their common seal take use enter upon or interfere with any of the land railway works or property from time to time belonging to or in the possession or under the power of the Cleator Company except only such part or parts of their said 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 works by which it is intended to widen the railway of the Company upon the lands to be acquired by the Company under the authority of this Act :
- (2.) With respect to any land or property of the Cleator Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase the same but the Company may purchase and take and the Cleator 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 but nothing herein contained shall authorise the Company to interfere with the existing bridge carrying the Cleator Company's railway over the Whitehaven Junction



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Railway of the Company nor with the land required for the construction by the Cleator Company of the bridge authorised by the Cleator and Workington Junction Railway Act 1883 for the carrying of Railway No. 4 authorised by that Act over the said Whitehaven Junction Railway :

- (3.) Except as is expressly provided by this section nothing in this Act shall authorise the Company to interfere with any land works or property of the Cleator Company and nothing in this Act shall repeal alter or extend any of the provisions contained in section 10 of the Cleator and Workington Junction Railway Act 1883 or section 26 of the Cleator and Workington Junction Railway Act 1876 :
- (4.) 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 railways of the Cleator Company or any traffic thereon :
- (5.) The Company shall bear and on demand pay to the Cleator Company the expense of the employment by the Cleator Company during the execution of the works affecting the railways of the Cleator Company of a sufficient number of inspectors and watchmen to be appointed by the Cleator Company for watching their said railways and the works connected therewith 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 with reference thereto or otherwise :
- (6.) If by reason of the execution of any of the works or any of the proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or otherwise the railways of the Cleator Company 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 Cleator 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 or interference shall be occasioned to the traffic of the Cleator Company by reason of any of the matters or causes aforesaid the Company shall pay to the Cleator 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



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or interference such costs and expenses and compensation to be recoverable with full costs by the Cleator Company from the Company in any court of competent jurisdiction ;

(7.) Nothing in this Act contained shall prejudice take away diminish or interfere with any of the property rights interests powers and privileges of the Cleator Company otherwise than is herein expressly provided :

(8.) Any question which may arise between the two companies under this section shall on the application of either company be referred to and determined by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers.

For protec-  
tion of  
sewers in the  
metropolis.

**26.** 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 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 any part thereof and shall save harmless the said board 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 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.

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**27.** Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may from time to time enter upon take use and appropriate for the purpose of extending the station siding warehouse wharf depôt mineral goods and other accommodation of the Company and for other purposes connected with their undertaking the lands houses and buildings herein-after described or referred to delineated on the deposited plans and described in the deposited books of reference and may in connexion with such use and appropriation execute the works and exercise the powers herein-after mentioned (that is to say) :—

Power to  
Company to  
acquire addi-  
tional lands  
&c.

In the county of Middlesex

(Euston.)

Certain lands in the parish of Saint Pancras lying on the south-west side of and adjoining the Company's main line of railway and property and between the said railway and property and the Hampstead Road and Cardington Street With power to the Company to make additional archways or openings under the roadways on each side of the garden of Amptill Square on the south-west side of the existing archways or openings by which those roads respectively are now carried over the said railway Provided that the lands so to be taken shall only be used by the Company for the widening



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of the railway and for the enlargement of Euston Square Station.

(Lands at Heyford.)

In the county of Northampton

Certain lands in the parish of Nether Heyford lying on the north-east side of and adjoining the Company's London and Birmingham Railway and on the west side of and adjoining the road from Stowe to Nether Heyford :

(Lands at Buckby Bank.)

Certain lands in the parish of Long Buckby lying on the west side of and adjoining the Company's London and Birmingham Railway and on the south side of and adjoining the road from Daventry to Long Buckby :

(Lands at Market Harborough.)

In the counties of Northampton and Leicester

Certain lands in the parishes of Little Bowden in the county of Northampton and of Great Bowden in the county of Leicester lying on the north-west side of and adjoining the Company's Rugby and Stamford Railway and between the road from Market Harborough to Kettering and the road which passes under the said railway at the south-west end of the Market Harborough Station. With power to extend for a distance of fifteen yards or thereabouts in a north-westerly direction the bridge which carries the said railway over the last-mentioned road :

(Lands at Milverton.)

In the county of Warwick

Certain lands in the parish of Milverton lying on the west side of and adjoining the Company's Coventry and Leamington Railway and on the north-west side of and adjoining the Milverton Station :

In the county of Stafford

(Lands at Soho.)

Certain lands in the parish of Harborne lying on the north side of and adjoining the Company's Stour Valley Railway near the Soho Station thereon and being the property lately known as the Sicker Safe Works :

(Lands at Doxey.)

Certain lands in the township of Aston and Doxey in the parish of Seighford lying on the north-east side of and adjoining the Company's Grand Junction Railway and near the level crossing of that railway by the public carriage road leading from Doxey to Tillington. With power to stop up and discontinue so much of the said public carriage road as extends from the south-west boundary of the Company's property in an easterly direction to the River Sow :

(Lands at Oldbury.)

In the counties of Worcester and Stafford

Certain lands in the township of Oldbury in the parish of Halesowen in the county of Worcester and in the parish of



West Bromwich in the county of Stafford lying on the north-east side of and adjoining the Company's Stour Valley Railway at and near the Oldbury Station and between that railway and the Birmingham Canal :

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In the county of Worcester

(Lands at Stechford.)

Certain lands in the parish of Yardley lying on the south side of and adjoining the Company's London and Birmingham Railway at the Stechford Station and certain other lands in the same parish lying on the south side of and adjoining the same railway and west of and adjoining the road which passes under the said railway at the junction therewith of the Company's Aston and Stechford Junction Railway :

In the county of Lancaster

(Lands at Mossley Hill.)

Certain lands in the township of Garston in the parish of Childwall lying on the west side of and adjoining the Company's Edgehill and Garston Railway and at the south end of the Mossley Hill Station. With power to stop up and divert the public footpath which now runs along the western side of the said railway southwards from Rose Lane and to carry the same along the western side of the lands so intended to be taken :

Certain lands in the township of Bootle-cum-Linacre in the parish of Walton-on-the-Hill lying on the south-east side of and adjoining Strand Road and between that road and the Company's property. With power to lay down maintain work and use a single line of rails or with the consent of the mayor aldermen and burgesses of the borough of Bootle-cum-Linacre a double line of rails in over across and on the level of Strand Road at a point seventy yards or thereabouts east of its junction with Regent Road. Provided that the said level crossing shall not be used with or by any steam or other engine worked by mechanical power. And notwithstanding anything in any Act relating to the level crossing of roads by a railway the Company shall not be required to erect or maintain any gate or gates across the said road at the said level crossing :

(Lands at Bootle.)

Certain lands in the township and parish of Chorley lying on the east side of and adjoining the Lancashire Union Railway and between Primrose Street and Stump Lane :

(Lands at Chorley.)

Certain lands in the township of Scotforth in the parish of Lancaster lying on the east side of and adjoining the Company's Lancaster and Preston Railway and near the Company's goods warehouse at Lancaster Old Station :

(Lands at Lancaster.)



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(Lands at  
Morecambe.)

Certain lands in the township of Poulton Bare and Torrisholme in the parish of Lancaster lying on both sides of and adjoining the Company's Morecambe Branch Railway and between Schola Green Lane and the public road which passes over that railway at the Poulton Lane Station With power to stop up and discontinue so much of Schola Green Lane as lies between the boundaries of the Company's property :

In the county of Cumberland

(Lands at  
Eamont  
junction.)

Certain lands in the township of Stainton in the parish of Dacre lying between and adjoining the Company's Lancaster and Carlisle Railway and the North Eastern Railway at the Eamont junction of those railways.

For protec-  
tion of the  
vestry of St.  
Pancras.

**28.** 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 :

"Sewer" includes a drain and a culvert for the carrying off of surface water :

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

(2.) Any road with which the Company interfere or under which they execute any works shall be reinstated to the reasonable satisfaction and under the superintendence of the surveyor and with such materials as the vestry shall prescribe :

(3.) 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 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 :

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

(4.) If by reason of the execution of any of the powers of this Act any increased length of sewers 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 : A.D. 1884.

Nothing in this Act contained shall interfere with the powers of the vestry from time to time as they think fit to construct sewers or to repair or inspect any sewer or to make connexions and communications therewith :

(5.) The Company shall from time to time pay to the vestry all rates leviable by or payable to them upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in the rate made on the ninth day of April one thousand eight hundred and eighty-four notwithstanding that the buildings thereon or forming part thereof may have been taken down :

(6.) 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.

**29.** For the protection of the most noble Francis Charles Hastings Duke of Bedford knight of the garter and his sequels in estate who are in this section included in the expression "the Duke of Bedford" the following provisions shall have effect :— For protection of the Duke of Bedford.

(1.) Nothing in this Act shall be deemed or construed to prejudice diminish or in any way lessen or affect any of the rights of the Duke of Bedford or the Company under the deed dated the twenty-fourth day of February one thousand eight hundred and forty-six made between the most noble Francis Duke of Bedford of the one part and the London and Birmingham Railway Company of the other part and the deed of covenants endorsed thereon dated the fifth day of January one thousand eight hundred and forty-eight :

(2.) The Company shall not without the consent in writing of the Duke of Bedford take or interfere with the properties numbered on the deposited plans and in the deposited books of reference 8 9 16A and 17 to 50 both inclusive in the parish of Saint Pancras and if any land that may be taken by the Company from the Duke under this Act shall become

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superfluous land the Duke shall have the right of pre-emption in accordance with the Lands Clauses Consolidation Act 1845 notwithstanding that such lands are situate within a town and used for building purposes such right to include those portions of the properties numbered as aforesaid 1 to 7 and 11 12 and 13 as shall not be required for the widening of the line hereby authorised and such right to accrue at the expiration of one year from the completion of the same widening :

(3.) The Company shall not take or interfere with any part of the inclosure numbered on the said plans 15 in the said parish southward of an imaginary line drawn between the letters B and D as marked on the said plan :

(4.) The Company shall immediately after the excavation of the portion of the said inclosure which they may require for their lines make a bank and path inside the said inclosure on the east and west sides of the area excavated (which bank and path together shall be fifteen feet clear in width). And the Company shall construct on the east side of the said inclosure across the existing railway cutting a path similar to that now existing over the said cutting upon the western side of the said inclosure so as to connect the north and south portions of the said inclosure and form a continuous walk round the whole of the inclosure and shall form plant and gravel the bank and path (except over the existing cutting) to the reasonable satisfaction of the steward of the Duke of Bedford and such path and bank shall be for the exclusive use of the Duke and his lessees tenants in Ampthill Square but the bridge or structure by which the same shall be carried over the railway cuttings shall be maintained by and at the expense of the Company and the Company shall execute all such deeds as shall be necessary to give effect to this provision :

(5.) No building or erection within the portion of the said inclosure acquired by the Company shall be carried up higher than the present level of the inclosure :

(6.) No workshop or spoil bank shall be erected or placed on any part of the garden inclosure :

(7.) The parapets of the bridges and the walls fences or railings on either side of the roadways in Ampthill Square shall not be used for the posting of bills or any advertising purpose whatever :

(8.) In case where any house or other building intended to remain standing in Ampthill Square shall be severed by the Company the Company shall to the reasonable satisfaction of the steward



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of the Duke of Bedford build up or repair such house or building so as to prevent any unsightly appearance :

(9.) All works authorised by this Act in Amphill Square shall be completed within one year from the first commencement of any such works and in case of any default the Company shall be liable to a daily penalty of twenty pounds recoverable by the Duke of Bedford in any court of competent jurisdiction :

(10.) The Company shall yearly and every year for ever after they shall have acquired under the powers of this Act any houses in Amphill Square pay or cause to be paid to the person or persons for the time being entitled by law to receive the rates for defraying the expenses of forming making planting ornamenting embellishing continuing preserving and keeping in order and condition Amphill Square and the iron rails kerb and other things belonging thereto and other incidental charges relating thereto a sum similar in amount to the amount of the rates for that purpose to be from time to time payable for or in respect of such houses respectively.

**30.** All the provisions (except subsections (1) and (2)) of the section of this Act with the marginal note For the protection of the Duke of Bedford shall enure to the benefit and be for the protection of the lessees and occupiers of the houses in Amphill Square as well as for the benefit and protection of the Duke of Bedford.

Extending to lessees and occupiers certain provisions for protection of owner of Amphill Square.

**31.** Whereas the lands which the Company are by this Act authorised to acquire in the parish of Saint Pancras are intended to be used by them for enlarging their Euston Square Station and for that purpose it is proposed to lay rails through part of the garden ground or inclosure of Amphill Square in the said parish to the use and enjoyment of which the occupiers of the houses in the said square are entitled in common And whereas the laying of such rails may prejudicially affect the value of the houses in the said square and interfere with the comfort of the inhabitants thereof :

As to compensation in respect of houses in Amphill Square.

Therefore in order to remove all doubts and questions which might otherwise arise all persons being owners lessees or occupiers of or otherwise interested in any of the houses in Amphill Square whether taken or used for the purposes of this Act or not shall be entitled to compensation for the damage actual and consequential which may be sustained by them or any of them in respect of any such houses or the said garden ground or inclosure in consequence of the laying of such rails through the said square and in consequence of the deterioration or depreciation in value of the said houses which may be occasioned by reason of the exercise of any of the powers by this Act or the Acts incorporated therewith vested in the

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A.D. 1884. Company such compensation to be ascertained and paid in manner provided by the Lands Clauses Consolidation Act 1845:

Every claim for compensation under the foregoing provisions of this section shall be referred to and determined pursuant to the provisions of the Lands Clauses Consolidation Acts 1845 1860 and 1869 by one and the same arbitrator to be appointed by the Board of Trade on the application of the Company and the first person making such claim or of either of them:

Every such claim shall be made in writing not later than two years after the laying of the rails through the garden or enclosure of Ampthill Square as aforesaid:

In the event of the arbitrator so appointed dying or becoming unable or unwilling to act the Board of Trade may appoint any person to take his place on the application of the Company or any claimant.

For protection of the Gas Light and Coke Company.

**32.** For the protection of the Gas Light and Coke Company (herein-after referred to as the Gas Company) the following provisions shall have effect (that is to say):—

- (1.) Whereas in execution of the works by this Act authorised the mains pipes syphons and other works belonging to the Gas Company may be intersected or otherwise interfered with and it is expedient that the Gas Company should have full control over the execution of all works in anyway affecting the supply by them of gas so as effectually to provide against the supply thereof being impeded Therefore all works matters or things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the Gas Company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the direction of and in such manner as shall be reasonably required by the engineer for the time being of the Gas Company and such works matters or other things shall not be commenced until after fourteen days previous notice thereof in writing shall have been given to the Gas Company Provided always that if the Gas Company shall elect themselves to execute any portion of the works matters and things which the Company may by this Act be empowered or required to do or exercise with reference to or affecting the mains pipes syphons apparatus or other works of the Gas Company and of such their election shall give seven days notice in writing to the Company by leaving the same at their head office in London the Gas Company may themselves execute that portion of the said works



matters and things and the reasonable expense of and incident to the executing the same shall be repaid by the Company to the Gas Company on demand and such expense may be recovered from the Company in any court of competent jurisdiction :

- 2.) When the Company for any of the purposes of this Act take any of the mains pipes syphons and other apparatus belonging to the Gas Company in any streets highways roads footpaths lanes courts passages and other places within the limits shown on the deposited plans which are now used by the Gas Company for supplying gas to the streets highways roads footpaths lanes courts passages and other places as aforesaid they shall pay to the Gas Company the value of such mains pipes syphons and other apparatus and the same shall thereupon become the property of the Company and the Company shall also pay to the Gas Company their reasonable charges of removing or altering any of the mains pipes syphons or other apparatus in immediate communication therewith which the works of the Company shall render useless or which shall require to be altered :
- (3.) If any interruption whatsoever in the supply of gas by the Gas Company or any loss of gas shall be in any way occasioned to or sustained by the Gas Company by reason of any act or omission of the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the Gas Company for such interruption for the use and benefit of the Gas Company the sum of five pounds for every hour during which such interruption shall continue and in addition shall pay to the Gas Company the value of the gas so lost such sum or sums of money to be recovered by the Gas Company in any court of competent jurisdiction If the Company shall find it necessary to undermine but not otherwise alter the position of any main pipe syphon or other works belonging to the Gas Company they shall temporarily support the same in its position during the execution of their works and on their completion shall provide a good and suitable foundation for every main pipe syphon or other work so undermined :
- (4.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Gas Company all costs losses damages and expenses which may be occasioned to the Gas Company or to any of their mains pipes syphons apparatus property works and conveniences or in the supply of gas by the Gas Company or otherwise by reason of the execution or failure of any of the intended works or of any

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act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the Gas Company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission :

- (5.) Any difference arising between the Company and the Gas Company respecting any of the matters referred to in this enactment shall be settled at the request of either party by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers.

For protec-  
tion of the  
corporation  
of Bootle-  
cum-Linacre.

**33.** The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Bootle-cum-Linacre (in this section referred to as the corporation) shall apply and have effect:—

- (1.) Not more than five wagons trucks or carriages attached together shall be allowed to cross Strand Road by means of the level crossing by this Act authorised :
- (2.) The Company shall not at any time allow any engine wagon truck or carriage to remain or be upon the said level crossing otherwise than when in motion in passing and repassing thereon and the Company shall not unreasonably obstruct the free and uninterrupted passage and access of vehicular and passenger traffic on the said road :
- (3.) If the Company fail to comply in any respect with any of the foregoing provisions of this section they shall for every such offence be liable to a penalty not exceeding five pounds and the corporation may recover such penalty in any court of competent jurisdiction :
- (4.) The uppermost surface of the rails laid upon Strand Road shall be on a level with the surface of Strand Road as the same shall from time to time be formed and such rails and the foundation thereof shall be such as the corporation may reasonably approve of :
- (5.) The corporation shall at all times have free access to and communication with all their sewers and drains and power to repair and renew existing sewers and drains or lay down new sewers and drains and make junctions and communications therewith :
- (6.) If for the execution of any works in Strand Road it shall become necessary to take up or interfere with the level crossing or to stop the traffic on such level crossing the corporation



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shall be at liberty to do so upon giving not less than three days notice of such their intention to the Company provided that all such works shall be executed with all reasonable despatch and upon the completion thereof the corporation shall properly restore the said crossing. But where it is reasonably practicable the Company may temporarily support the said level crossing or take other reasonable means for preventing the stoppage or interruption of traffic thereon but so that the same do not interfere with the traffic on the road :

(7.) The Company shall pave to the satisfaction of the corporation and shall keep in repair to the like satisfaction so long as the said level crossing shall remain so much of Strand Road (including both carriage way and footpaths) as shall lie between two imaginary lines drawn parallel with the outer rails of the said level crossing and at a distance of three feet therefrom but shall not alter or interfere in any manner with the level of the said road :

(8.) If the Company shall fail for the space of seven days after notice to them by the corporation to carry out the last foregoing provisions the corporation shall be at liberty to pave or repair (as in their judgment the case may require) the said portion of Strand Road and to recover the cost thereof from the Company in any court of competent jurisdiction.

**34.** And whereas in the exercise by the Company of the powers of this Act it may happen that portions only of the lands or other buildings or manufactories shown on the deposited plans may 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 :

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

Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands buildings or manufactories described in the First Schedule to this Act and whereof portions only are required for the purposes of the Company may (if such portions can in the judgment of the jury arbitrators or other authority assessing or determining the compensation under that Act be severed from the remainder of the said properties without material detriment thereto) be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise. Provided always that if in the

A.D. 1884. — opinion of the jury arbitrators or other authority as aforesaid any such portions cannot be severed from the remainder of such property without material detriment thereto the Company may withdraw their notice to treat for the portion of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice.

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

**35.** The Company shall not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers make known their intention to take the same by placards handbills or other general notice placed in public view upon or within a reasonable distance from such houses and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Company to procure accommodation for persons of labouring classes to be displaced.

**36.** Before taking in any parish fifteen houses or more occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers who may for the time being be occupiers of any house or part of any house which the Company are by this Act authorised to acquire the Company shall (unless the Company and such persons otherwise agree) procure sufficient accommodation elsewhere for such persons Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice :

The Company may for the purpose of procuring such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase by agreement such further lands as may be necessary for such purpose and may on such lands erect labouring class dwellings and may let or otherwise dispose of such lands and dwellings and may apply for the purposes of this section or any of them any moneys they may have already raised or are authorised to raise.

Period for compulsory purchase of lands by Company.

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

Power to deviate in construction of new roads &c.

**38.** The Company may in constructing the new roads alteration of street footpaths and other works by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the said works as shown on the deposited sections to any extent not exceeding



three feet but not so as to increase the rate of inclination of any new road or altered street as shown on the said sections. A.D. 1884.

**39.** The Company shall not stop up any road street or footpath by this Act authorised to be stopped up until they shall have completed and opened to the public the diversion of such road street or footpath or the new road street or footpath (if any) as the case may be by this Act authorised to be made in lieu of the road street or footpath so to be stopped up. Roads not to be stopped up till substituted roads completed.

**40.** The new roads and footpaths (except the new footpath in the township and parish of Cheadle) and the alteration of any street and footpath to be made under the authority of this Act (except the stone iron or other structure carrying any new road or footpath or any alteration of any street or footpath over any railway which structure shall be repaired and maintained by and at the expense of the Company) shall when made and completed from time to time be repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as other roads streets and footpaths within the townships or parishes in which such new or altered roads streets and footpaths will be situate are from time to time liable to be repaired or maintained: Provisions as to repair of new roads &c.

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

**41.** All rights of way over or along the several roads streets footpaths courts passages thoroughfares or highways or portions thereof which shall under the provisions of this Act be stopped up and discontinued and over any of the lands which shall be purchased or acquired under the compulsory powers of this Act shall be and the same are as from the stopping up purchase or acquisition thereof respectively by this Act extinguished. Extinguishment of rights of way.

**42.** The site and soil of the several roads streets footpaths courts passages thoroughfares or highways or portions thereof by this Act authorised to be stopped up and discontinued and the fee simple and inheritance thereof shall (except where by this Act otherwise provided) if the Company are or if and when under the Vesting in Company of site and soil of portions of roads &c. stopped up.

[Ch. ccvii.] *London and North-western Railway* [47 & 48 VICT.]  
Act, 1884.

A.D. 1884. powers of this Act or of any other Act relating to the Company already passed they become the owners of the lands on both sides thereof be from the time of the stopping up thereof respectively wholly and absolutely vested in the Company for the purposes of their undertaking subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway.

Power to  
Company  
and North  
Staffordshire  
Company to  
make new  
railways.

**43.** Subject to the provisions of this Act the Company and the North Staffordshire Company (herein-after called the two companies) or either of them with the consent of the other may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto 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 the said plans and described in the deposited books of reference relating thereto as may be required for that purpose:

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

(Middle-  
wood  
junctions.)

The Middlewood junctions to be situate in the township of Poynton in the parish of Prestbury and in the township of Marple in the parish of Stockport all in the county of Chester:  
No. 1 (two furlongs four chains and thirty links in length) commencing by a junction with the Macclesfield Bollington and Marple Railway at a point four hundred and sixty yards or thereabouts south of the bridge carrying that railway over the Company's Stockport Disley and Whaley Bridge Railway and terminating by a junction with the last-mentioned railway at a point two hundred and eighty yards or thereabouts west of the bridge carrying the Macclesfield Canal over that railway:

No. 2 (two furlongs eight chains and forty links in length) commencing by a junction with Railway No. 1 at a point one hundred and sixty-five yards or thereabouts north-east of its commencement as herein-before described and terminating by a junction with the said Stockport Disley and Whaley Bridge Railway at a point fifty yards or thereabouts west of the said last-mentioned bridge.

Tolls &c. on  
Middle-  
wood  
junctions.

**44.** With respect to tolls rates and charges and for all other purposes whatever the Middlewood junctions shall be part of the respective undertakings of the two companies and for the purpose of ascertaining the tolls rates and charges the Middlewood junctions shall be taken as forming part of the railway of the company carrying the traffic.



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

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Period for compulsory purchase of lands.

46. If the Middlewood junctions are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the two companies for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Period for completion of Middlewood junctions.

47. If the two companies fail within the period limited by this Act to complete the Middlewood junctions the two companies shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the same are completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the Middlewood junctions:

Imposing penalty unless Middlewood junctions opened.

The said penalty may be applied for by any landowner or other person claiming to be compensated in reference to the Middlewood junctions in accordance with the provisions of the next following section of this Act or by the Solicitor of Her Majesty's Treasury and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854:

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster-General on behalf of the Chancery Division of the High Court of Justice in the bank and to the credit 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 two companies were prevented from completing or opening the Middlewood junctions 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.

48. 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 Middlewood junctions or any portion thereof

Providing for application of penalty in compensation to parties injured by



[Ch. ccvii.] *London and North-western Railway* [47 & 48 VICT.]  
*Act, 1884.*

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non-comple-  
tion of  
Middlewood  
junctions.

or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the two companies by this Act of taking property for the purposes of the Middlewood junctions and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice may seem fit:

If no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall be 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 either of the two companies is insolvent and has been ordered to be wound up or a receiver has been appointed in respect of such company shall wholly or in part be paid to such receiver or to the liquidator or liquidators of such company or be otherwise applied as part of the assets of such company for the benefit of the creditors thereof.

As to cost of  
Middlewood  
junctions.

**49.** The Middlewood junctions and all the works connected therewith shall be made and maintained at the joint and equal costs and charges in all respects of the two companies.

The two  
companies to  
have equal  
rights in  
respect of  
Middlewood  
junctions.

**50.** The two companies respectively shall have equal rights each with the other in all respects as to working over and using and may work over and use the Middlewood junctions and the works stations and conveniences thereof free of all tolls rates and charges and no preference priority or other advantage shall be given to or taken by either of the two companies over or to the exclusion or disadvantage of the other of them.

Power to  
the two  
companies  
to make  
agreements.

**51.** Subject to the provisions of this Act the two companies may enter into and carry into effect agreements with respect to the construction working use management and maintenance of the Middlewood junctions and with respect to the purchase division and appropriation of land to be acquired for the purposes of or in connexion therewith and with respect to the providing of joint and separate stations and of sidings wharves and buildings for the accommodation of the two companies and each or either of them and with respect to the payment and contribution to be made by each of those companies



towards the costs charges and expenses incurred in effecting the purposes of this Act to be executed by them and with respect to the regulation management and transmission of traffic upon the said junctions and otherwise with respect to any matter relating thereto arising out of the provisions of this Act or in giving effect thereto.

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**52.** Subject to the provisions of this Act the Company and the Great Western Company or one of them with the consent of the other may—

Power to  
Company  
and Great  
Western  
Company to  
execute  
works &c.

In the township of Heswall-cum-Oldfield in the parish of Heswall in the county of Chester (in substitution for the diversions shown upon Sheet No. 3 of the plans deposited with the clerk of the peace for the county of Chester relating to the West Kirby Extension Railway No. 1 authorised by the London and North-western Railway Act 1882 of the public road numbered on those plans 36 in the said parish and in that Act referred to as the deposited plans)

(1.) Alter and divert the said road between a point forty yards or thereabouts north-east of the junction therewith of the road numbered on the said plans 27 in the said parish and a point two hundred and sixty yards or thereabouts north-west of the junction therewith of the road numbered on the said plans 46 in the same parish And may stop up and discontinue and appropriate to the purposes of the joint undertaking of the two companies so much of the said road numbered 36 as lies between the points aforesaid and also so much of the said road numbered 46 as lies between its junction with the said road numbered 36 and the said intended diversion :

(2.) Acquire by compulsion or agreement and hold such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for the aforesaid purposes and also certain other lands so delineated and described lying on the south-west side of and adjoining the main road in the village of Heswall and on the north-west side of and adjoining the properties numbered on the said plans 33 and 34 in the same parish.

**53.** The Company and the Great Western Company may in effecting the alteration of the said road by this Act authorised deviate from the line thereof to the extent of the limits of deviation marked on the deposited plans relating thereto and may deviate from the levels thereof as shown on the deposited sections relating thereto to any extent not exceeding three feet but not so as to

Power to  
Company  
and Great  
Western  
Company to  
deviate  
in construc-  
tion of  
altered road.

[Ch. ccvii.] *London and North-western Railway* [47 & 48 VICT.]  
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increase the rate of inclination of the diverted road as shown on the said sections.

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

**54.** The powers of the Company and the Great Western Company for the compulsory purchase of lands under this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to Company and Lancashire and Yorkshire Company to acquire lands &c.

**55.** Subject to the provisions of this Act the Company and the Lancashire and Yorkshire Company or one of them with the consent of the other may enter upon take and use for purposes of or connected with the North Union Railway the lands herein-after described delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

(Lands at Euxton junction.)

Certain lands in the township of Euxton in the parish of Leyland in the county of Lancaster lying on the south side of and adjoining the road from Preston to Wigan near where that road crosses under the North Union Railway at Euxton Junction and on the east side of the said junction.

Period for compulsory purchase of lands by Company and Lancashire and Yorkshire Company.

**56.** The powers of the Company and the Lancashire and Yorkshire Company for the compulsory purchase of lands under this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to Company and Sheffield Company to acquire lands &c.

**57.** Subject to the provisions of this Act the Company and the Sheffield Company or one of them with the consent of the other may enter upon take and use for the purposes of or connected with the Oldham Ashton-under-Lyne and Guide Bridge Junction Railway or their respective undertakings the lands herein-after described delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

(Lands at Oldham.)

Certain lands in the township of Oldham in the parish of Prestwich otherwise Prestwich-cum-Oldham in the county of Lancaster lying on the south side of and adjoining the Oldham Ashton-under-Lyne and Guide Bridge Junction Railway and the Company's Oldham Branch and between Waterloo Street Oldham and the Glodwick Road Station on the said branch.

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

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

Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in



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the lands buildings or manufactories numbered on the deposited plans relating to the lands lastly herein-before described 7 and 8 in the parish of Prestwich otherwise Prestwich-cum-Oldham and whereof portions only are required for the purposes of the Company may (if such portions can in the judgment of the jury arbitrators or other authority assessing or determining the compensation under that Act be severed from the remainder of the said properties without material detriment thereto) be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise Provided always that if in the opinion of the jury arbitrators or other authority as aforesaid any such portions cannot be severed from the remainder of such property without material detriment thereto the Company may withdraw their notice to treat for the portion of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice.

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

Period for compulsory purchase of lands by Company and Sheffield Company.

**60.** The Company and the Sheffield Company may enter into and carry into effect agreements with respect to the purchase division appropriation and use of the lands which by this Act they are authorised to acquire and with respect to the payment and contribution to be made by each of them towards the costs charges and expenses incurred in respect thereof.

Power to Company and Sheffield Company to make agreements.

**61.** Subject to the provisions of this Act the South Junction Company may enter upon take and use for the purposes of or connected with their undertaking the lands herein-after described delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say) :—

Power to South Junction Company to acquire lands &c.

Certain lands in the township and parish of Manchester in the county of Lancaster lying on the south-east side of and adjoining Cross Street and on the south-west side of and adjoining Croft Street with power to acquire and appropriate to the

(London Road Manchester.)



[Ch. ccvii.] *London and North-western Railway* [47 & 48 VICT.]  
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purposes of their undertaking the site and soil of Shepley's Court.

(Knott Mill.)

Certain other lands in the same township and parish lying on the east side of and adjoining Deansgate and on the north side of and adjoining the Knott Mill and Deansgate Station on the Manchester South Junction and Altrincham Railway :

(Altrincham.)

Certain lands in the township of Altrincham in the parish of Bowdon in the county of Chester lying on the east side of and adjoining the railway of the Cheshire Lines Committee and north of and adjoining Moss Lane :

Certain other lands in the same township and parish lying on the east side of and adjoining the Manchester South Junction and Altrincham Railway and between that railway and the Timperley Brook and south of and adjoining Navigation Road.

Period for compulsory purchase of lands by South Junction Company.

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

Power to owners to grant easements.

**63.** 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 or to the Company and any other company upon whom by this Act powers are conferred jointly with the Company or to the South Junction Company as the case may be any easement right or privilege (not being an easement of water) required for any of the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Extension of time for acquisition of lands for Llanelly Station Railway.

**64.** The powers conferred on the Company by the London and North-western Railway (New Lines and Additional Powers) Act 1876 as those powers were revived and extended by the London and North-western Railway Act 1882 for the compulsory purchase of lands for the purposes of and otherwise relating to the Llanelly Station Railway are hereby extended and continued for the period of two years from the twelfth day of July one thousand eight hundred and eighty-four and at the expiration of that period those powers shall cease and determine.

Extension of time for completion of Llanelly

**65.** The time limited by the London and North-western Railway (New Lines and Additional Powers) Act 1876 as revived and extended by the London and North-western Railway Act 1882 for the



completion of and otherwise relating to the said Llanelly Station Railway and of the works connected therewith is hereby extended for the period of three years from the twelfth day of July one thousand eight hundred and [eighty-five and section 16 of the last-named Act shall be read and construed as if the period by this Act limited for the completion of and otherwise relating to the said Llanelly Station Railway had been the period by that Act limited :

A.D. 1884.  
Station  
Railway.

If the Llanelly Station Railway be not completed within the extended period by this Act limited for their completion respectively then on the expiration of that period the powers for making and completing that railway or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed.

**66.** And whereas it is expedient to make provision for the restoration of the line of continuous building on each side of Worcester Street in the borough of Birmingham where it is broken by the conversion into open cutting of the tunnel of the Company's railway under the same Therefore the Company may demise or lease for such number of years as they shall think expedient or may sell in perpetuity to any person or persons the right to build on or any rights or easements over their railway on each side of Worcester Street at Birmingham upon such terms and subject to such exceptions reservations restrictions and other provisions as the Company may from time to time think expedient and the Company in like manner may sell the rents to be reserved by any such demise or lease and the buildings and erections erected and set up in pursuance thereof and the reversion and inheritance of the premises therein comprised and such lands shall not be subject to the provisions of the Lands Clauses Consolidation Act 1845 relating to superfluous lands or the sale thereof and the lands or hereditaments so demised leased or sold shall not be deemed part of the undertaking of the Company nor charged with the general mortgage debt or debenture stock chargeable upon that undertaking Provided always that the powers of this section shall apply only to so much land on each side of Worcester Street aforesaid as shall be necessary for the erection of a single row of houses fronting to the street together with the usual outbuildings and curtilages.

Powers to  
Company as  
to disposal of  
certain  
lands.

**67.** Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated the periods for and within which the Company may hold sell and dispose of any superfluous lands in the parishes enumerated in the Second Schedule to this Act or connected with the railways respectively described in the said schedule are hereby extended for the periods following that is

Extending  
time for sale  
of certain  
superfluous  
lands of  
Company.

A.D. 1884. to say as regards such of the said lands as are situate near to or adjoining any railway or station of the Company for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act.

Extending time for sale of certain superfluous lands connected with the Birkenhead Railway.

**68.** Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated the periods for and within which the Company and the Great Western Company jointly may hold sell and dispose of any superfluous lands connected with the Birkenhead Railway are hereby extended for the periods following that is to say as regards such of the said lands as are situate near to or adjoining the said railway or any station thereon for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act.

County Hotel at Lancaster may be held by Company.

**69.** The powers and provisions of section 20 of the London and North-western Railway (Joint and Various Powers) Act 1877 (Power to Company to provide hotel accommodation) shall so far as the same are applicable and capable of taking effect apply to and include the hotel at Lancaster known as the County Hotel as fully and effectually as if that hotel had been named in the said section and those powers and provisions had been expressly made applicable thereto.

Vesting in Company of undertaking of Vale of Towy Company.

**70.** As from the first day of July one thousand eight hundred and eighty-four (which day is in this Act referred to as the vesting period) the undertaking of the Vale of Towy Company shall be and is hereby transferred to and vested in the Company :

The undertaking so vested is hereby declared to be and to include the railway and stations sidings approaches buildings fixed plant works and conveniences and all the superfluous and other land and all other the property easements moneys and assets whether real or personal and all estates shares interests rights powers privileges and authorities which at the vesting period belong to or are vested in or enjoyed by or held in trust for the Vale of Towy Company of what nature or kind soever or which that Company can or may lawfully hold use exercise or enjoy whether alone or jointly with any other Company and whether in respect of their own undertaking or the undertaking of any other Company :

Provided always that the transfer and vesting effected by this Act shall be subject and without prejudice to the rights of each and every the lessees of the undertaking of the Vale of Towy Company under the lease dated the twenty-fifth day of June one thousand



eight hundred and sixty-eight and made in pursuance of the Vale of Towy Railway (Leasing) Act 1868 between the Vale of Towy Company of the one part and the Knighton Railway Company the Central Wales Railway Company the Central Wales Extension Railway Company and the Llanelly Railway and Dock Company of the other part and notwithstanding such vesting the said lessees shall continue liable to the payment of and shall pay to the Company the rent or other payments now paid by them under the said lease to the Vale of Towy Company :

A.D. 1884.

The transfer and vesting effected by this Act shall be deemed to be an amalgamation within the meaning of Part V. of the Railways Clauses Act 1863 :

The Vale of Towy Company shall as from the vesting period be dissolved except for the purpose of winding up their affairs And on the first day of October one thousand eight hundred and eighty-four or sooner if the purpose aforesaid shall be sooner fulfilled the Vale of Towy Company shall be for all purposes finally dissolved And from and after the said first day of October one thousand eight hundred and eighty-four the Company shall for all purposes represent the Vale of Towy Company :

Within three months after the vesting period or after the passing of this Act whichever shall last occur the Vale of Towy Company shall at the expense of the Company execute a deed of transfer of their undertaking duly stamped and truly stating the consideration which deed may be in the form set forth in the Third Schedule to this Act or to the like effect with such variations and conditions as circumstances may require :

If the Company shall not within the aforesaid period produce to the Commissioners of Inland Revenue such deed duly stamped as aforesaid the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the vesting period or the passing of this Act whichever shall last occur shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

71. As from the vesting period the Company may and shall exercise and fulfil in their own name and under their own seal and in the names and under the hands of their directors officers and servants all the rights powers liabilities and obligations of the Vale of Towy Company whether with reference to the acquisition of lands the construction and maintenance of works the borrowing of money the levying of tolls rates and charges or otherwise in like manner as those rights powers liabilities and obligations are authorised

Exercise by  
Company of  
powers of  
Vale of  
Towy Com-  
pany.

A.D. 1884. — and required to be exercised and fulfilled by the Vale of Towy Company.

Company may create debenture stock in respect of Vale of Towy Company's mortgages.

**72.** As and from the vesting period the Company may subject to the provisions of Part III. of the Companies Clauses Act 1863 and to the provisions of this Act with respect to the issue of debenture stock by the Company create and issue debenture stock in their own undertaking instead of renewing any mortgages of the Vale of Towy Company then outstanding.

As to payments to other shareholders in Vale of Towy Company.

**73.** As from the vesting period and upon production to the Company by any holder (other than the Company) of shares in the capital of the Vale of Towy Company of the certificate or certificates for such shares or upon proof to the reasonable satisfaction of the Company of the loss or destruction thereof the Company shall pay to such holder the sum of thirteen pounds fifteen shillings in respect of each fully paid-up share of ten pounds held by him or at the option of such holder shall issue to him such an amount of London and North-western Railway four per centum guaranteed stock as will produce the same amount of dividend as he was entitled to in respect of the aggregate amount of the shares held by him and upon such payment being made or such stock being issued the said certificate or certificates shall be delivered up to the Company to be cancelled. Provided always that the Company shall not be bound to issue any fractional part of a pound of such stock but in every case where but for this enactment any such holder would have been entitled to receive a fractional part of a pound of such stock the Company shall pay to him in cash the amount of such fractional part.

Confirming agreement between Company and Lancashire and Yorkshire Company.

**74.** The agreement dated the first day of June one thousand eight hundred and eighty-three and made between the Company of the one part and the Lancashire and Yorkshire Company of the other part with respect to the North Union Railway and other matters set forth in the Fourth Schedule to this Act is hereby confirmed and made binding on the parties hereto respectively and full effect may and shall be given thereto.

Powers of Company as to use &c. of steam vessels.

**75.** The powers of the Company under or by virtue of the Chester and Holyhead Railway Act 1848 the Improved Postal and Passenger Communication between England and Ireland Act 1855 the London and North-western (Chester and Holyhead) Railway Act 1861 and the London and North-western Railway (Steam Vessels) Act 1870 or any of them with respect to the purchase hire building using and owning of steam and other vessels are hereby extended and may continue to be lawfully exercised by the Company until



the thirty-first day of December one thousand eight hundred and ninety-nine. A.D. 1884.

**76.** Without prejudice to any provisions in favour of the Postmaster-General contained in the Post Office (Parcels) Act 1882 the Chester and Holyhead Railway Act 1848 the Improved Postal and Passenger Communication between England and Ireland Act 1855 the London and North-western (Chester and Holyhead) Railway Act 1861 and the London and North-western Railway (Steam Vessels) Act 1870 the Company shall perform the following services with regard to the conveyance of Her Majesty's mails by any such vessels as in this section mentioned (that is to say):—

Provisions as to carriage of mails by steamers.

- (1.) The Company shall render all such services and be liable to fulfil all such obligations as are specified in any of the following Acts viz. the Act passed in the first and second years of the reign of Her present Majesty (chapter 98) intituled An Act to provide for the conveyance of the Mails by Railways in this Act referred to as the Conveyance of Mails by Railway Act 1838 the Post Office (Duties) Act 1847 and the Regulation of Railways Act 1868 so far as such services and obligations may be performed and fulfilled in relation to vessels:
- (2.) The Company shall convey by any vessel all such mails as may be tendered for conveyance by such vessel whether such mails be under the charge of a guard appointed by the Postmaster-General or not and notwithstanding that no notice in writing requiring mails to be conveyed by such vessel has been given to the Company by the Postmaster-General:
- (3.) The Railway Company shall afford all reasonable facilities for the receipt and delivery of mails at any of the places at which any vessel shall depart call or arrive without requiring them to be booked or interposing any other delay:
- (4.) Where the mails are in charge of a guard appointed by the Postmaster-General the Company shall permit such guard if he think fit to receive and deliver them at any place at which any vessel shall depart call or arrive by himself or his assistants rendering him nevertheless such aid as he may require:
- (5.) The Company shall be entitled to reasonable remuneration for any services performed by them in pursuance of this Act with respect to the conveyance of mails and such remuneration shall be paid by the Postmaster-General:
- (6.) Any difference between the Postmaster-General and the Company as to the amount of such remuneration or as to any other question arising under this Act shall be decided by arbitration in manner provided by the Conveyance of Mails by Railway Act 1838 or at the option of the Company by the Railway



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Commissioners or in the event of the Railway Commission ceasing to exist by the body or tribunal if any which may be substituted for it but in ascertaining the amount of such remuneration any parcels conveyed by any vessel shall not be taken into account and any payment made by the Postmaster-General to the Company shall not be considered to be in discharge or diminution or on account of any remuneration moneys or share of receipts to which the Company may be entitled under the Post Office (Parcels) Act 1882:

(7.) In this Act the term "mails" includes mail bags and post letter bags.

As to Customs and other bonds given by Company.

**77.** The Company may with the sanction of the Commissioners of Customs or the Commissioners of Inland Revenue give and grant to Her Majesty under their common seal bonds general or otherwise conditioned for the due removal or exportation of goods liable to duties of customs or excise or for warehousing or otherwise dealing with such goods in accordance with the laws and regulations of the customs and excise for the time being in force.

Superannuation fund.

**78.** The committee of the Superannuation Fund Association of the Company established under the provisions of the London and North-western Railway Act 1854 may with the consent of at least four-fifths of the members from time to time contributing to the said superannuation fund and of the directors of the Company from time to time admit or continue as a member of the said association any officer or servant directly or indirectly employed or paid by the Company or engaged in the conduct of any of their business either solely or jointly with any other company or companies and also any officer or servant of the Shropshire Union Company and every person so admitted or continued shall have and be entitled to all such rights and privileges and shall be subject to all such regulations liabilities and obligations as he would have had and been subject to if he had been admitted or continued under the said Act of 1854.

Power to borrow in respect of Shropshire Union Company's capital.

**79.** The Shropshire Union Company or the Company may in respect of the share capital of the former company amounting to one million seventy-two thousand five hundred pounds from time to time borrow on mortgage on the security of their respective undertakings any sum or sums not exceeding in the whole three hundred and fifty-seven thousand five hundred pounds and any moneys so borrowed shall be applied only to the purposes of the Shropshire Union undertaking to which capital is properly applicable.

Saint James' Burial Ground to be part of Saint

**80.** From and after the passing of this Act the whole of the Saint James' Burial Ground Hampstead Road referred to in the agreement set forth in the Third Schedule to the London and North-



western Railway (Additional Powers) Act 1883 including as well the portion thereof acquired by the Company under the authority of that Act as the portion under the like authority conveyed to the vestry of the parish of Saint Pancras to be laid out by them and preserved as an open space accessible to the public under the provisions of the Metropolis Open Spaces Act 1881 and the land forming access thereto from the Hampstead Road shall for all purposes be deemed to be within and to form part of the said parish of Saint Pancras :

A.D. 1884.  
Pancras  
parish.

Forthwith after the passing of this Act the trustees shall proceed to apply to such ecclesiastical parochial and other purposes for the benefit of the parish of Saint James' Westminster as they with the sanction of the vestry of the said parish may direct all moneys then remaining in their hands including any sum reserved for the maintenance of the burial ground :

When and so soon as the said moneys have been so applied the trustees and each and every of them are and is hereby except as regards any act or deed done committed or suffered by them or any of them at any time before the passing of this Act acquitted released exonerated and discharged of from and against all and every duty obligation charge claim or liability whatsoever under or in pursuance of or arising out of or relating to the several Acts under or by virtue of which they were appointed or any of them and the trust shall thereupon be absolutely extinguished :

Provided always that nothing herein contained shall impose upon the vestry of the parish of Saint Pancras any liability with respect to the maintenance and preservation of gravestones vaults and monuments iron or other inclosures in the said portion of the burial ground to be laid out and preserved by them as an open space as aforesaid or in connexion therewith and with the vaults under the church belonging to the said parish contiguous to the said burial ground.

**81.** The Company from time to time may raise for the purposes of this Act and for the general purposes of their undertaking (being in every case purposes to which capital is properly applicable) by the creation and issue of shares or stock such capital as they shall think necessary not exceeding seven hundred and fifty thousand pounds exclusive of any other capital which they are or may be authorised to raise by this or any other Act or Acts of Parliament and the Company may create and issue such shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

Power to  
Company to  
raise addi-  
tional money  
by creation  
of shares or  
stock.



A.D. 1884.

Power to apply part thereof for purposes of North Union Railway.

Shares of Company not to be issued until one-fifth part thereof shall have been paid up.

Except as otherwise provided new capital of Company to be subject to same incidents as ordinary capital.

Dividends on new shares or stock of Company.

Votes and qualifications in respect of new shares or stock of Company.

New shares or stock raised by the Company

**82.** The Company may apply any part of the said sum of seven hundred and fifty thousand pounds not exceeding one hundred and twenty thousand pounds to the purposes of the North Union Railway.

**83.** The Company shall not issue any share created by them under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

**84.** The capital created by the Company under this Act and the shares or stock therein and the holders thereof respectively (except any capital and shares or stock therein to which a preferential dividend is attached and the holders of those shares and that stock respectively) shall be subject and entitled to the same powers provisions forfeitures liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing ordinary capital of the Company and those shares and that stock were shares and stock in that ordinary capital.

**85.** Every person who becomes entitled to a share or any stock created by the Company under this Act shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend either preferential or ordinary as the case may be with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or stock.

**86.** The holders of the shares or stock created by the Company under this Act shall have rights of voting and qualifications in respect thereof on the principle that each sum of one hundred pounds paid up in respect of the shares or stock held by any such holder shall be deemed equivalent to one original share of one hundred pounds in the capital of the Company as prescribed by their Act of Incorporation :

Provided that no person shall be entitled to vote in respect of any less amount than one hundred pounds paid up :

Provided also that (unless otherwise specified in any resolution of the Company) no person shall be entitled to vote in respect of any share or stock created or issued under this Act to which a preferential dividend shall be assigned.

**87.** Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the



present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to raise capital by new shares or stock the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

A.D. 1884.  
under this Act and any other Act of present session may be of same class.

**88.** If any money is payable by the Company to a holder of shares or stock in the Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Receipt to Company in case of persons not sui juris.

**89.** The Company may in respect of the additional capital of seven hundred and fifty thousand pounds which they are by this Act authorised to raise for the purposes of this Act and the general purposes of their undertaking from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole two hundred and fifty thousand pounds but no part of the said sum of two hundred and fifty thousand pounds shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of the said capital have been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of such capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if the said respective portion of capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same :

Power to Company to borrow.

Upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

**90.** Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by

For appointment of a receiver.

[Ch. ccvii.] *London and North-western Railway* [47 & 48 VICT.]  
Act, 1884.

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borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal money or principal money and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision :

The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Company may create debenture stock.

**91.** The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock of the Company at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Existing mortgages of Company to have priority.

**92.** All mortgages or bonds granted or to be granted by the Company under the authority of any former Act relating to the Company shall during the continuance thereof and subject to the provisions of the Acts under which such mortgages or bonds were respectively granted have priority over any mortgages granted by the Company by virtue of this Act :

Nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Application of moneys by the Company.

**93.** All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes for which they are respectively by this Act authorised to be raised being in every case purposes to which capital is properly applicable.

Power to apply corporate funds to purposes of Act.

**94.** The Company may apply to any of the purposes to which the moneys by this Act authorised to be raised by them are made applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Act relating to the Company and which



may not be required for the purposes to which they are by any such Acts made specially applicable. A.D. 1884.

**95.** The Lancashire and Yorkshire Company from time to time may for the purposes of this Act to be executed by them and for the general purposes of the North Union Railway raise by the creation and issue of shares or stock such sums of money as they shall think necessary not exceeding sixty thousand pounds exclusive of the moneys which they are or may be authorised to raise by any other Act or Acts of Parliament and they may create and issue such shares or stock either wholly or partly as ordinary or wholly or partly as preferential shares or stock as they may think fit.

Power to Lancashire and Yorkshire Company to raise additional capital.

**96.** The Lancashire and Yorkshire Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

Shares of Lancashire and Yorkshire Company not to be issued until one-fifth part thereof shall have been paid up.

**97.** Except as by or under the powers of this Act otherwise provided the new shares or stock of the Lancashire and Yorkshire Company issued under the powers of this Act shall in proportion to the aggregate amount thereof from time to time held by the same person at the same time entitle the respective holders thereof to the same dividends and profits and confer on them the like qualifications and the like right of voting as the like amount of existing ordinary shares or stock of the Lancashire and Yorkshire Company.

Qualifications of new shares or stock of Lancashire and Yorkshire Company.

**98.** Subject to the provisions of any Act already passed by which the Lancashire and Yorkshire Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which that Company may be authorised to raise capital by new shares or stock they if they think fit may raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

New shares or stock raised by Lancashire and Yorkshire Company under this Act and any other Act of present session may be of same class.

**99.** The Lancashire and Yorkshire Company may in respect of the additional capital of sixty thousand pounds by this Act authorised to be raised by them from time to time borrow on mortgage of their undertaking additional sums not exceeding in the whole twenty thousand pounds. But no part of the said sum of twenty thousand pounds shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and

Power to Lancashire and Yorkshire Company to borrow on mortgage.

A.D. 1884. — accepted and one half of such capital is paid up and the Lancashire and Yorkshire Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of additional capital have been issued and accepted and that one half of such portion has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Lancashire and Yorkshire Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Former mortgages of Lancashire and Yorkshire Company to have priority.

**100.** The mortgages and bonds granted by the Lancashire and Yorkshire Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the time of the passing of this Act shall during the continuance of such mortgages and bonds but subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages granted by the Lancashire and Yorkshire Company by virtue of this Act and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by that Company.

Application of moneys by Lancashire and Yorkshire Company.

**101.** All moneys raised by the Lancashire and Yorkshire Company under this Act whether by shares stock debenture stock or borrowing shall be applied for the purposes of this Act and for the general purposes of the North Union Railway being in every case purposes to which capital is properly applicable.

Power to Lancashire and Yorkshire Company to apply corporate funds.

**102.** The Lancashire and Yorkshire Company may apply to the purposes of this Act to be executed by them and to the general purposes of the North Union Railway being in every case purposes to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by virtue of any Acts relating to the Lancashire and Yorkshire Company and



which may not be required for the purposes to which they are by any such Acts made specially applicable. A.D. 1884.

**103.** The Lancashire and Yorkshire Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by them shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the Lancashire and Yorkshire Company and shall have priority over all principal moneys secured by such mortgages. Powers of Lancashire and Yorkshire Company as to debenture stock.

**104.** If any money is payable to a holder of shares or stock in the Lancashire and Yorkshire Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to that Company. Receipt to Lancashire and Yorkshire Company in case of persons not *sui juris*.

**105.** The North Staffordshire Company the Great Western Company the Sheffield Company and the South Junction Company respectively may apply to the respective purposes of this Act to be executed by them respectively and to which purposes capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Acts relating to those companies respectively and which may not be required for the purposes to which they are by any such Acts made specially applicable. Power to companies to apply corporate funds to purposes of Act.

**106.** No interest or dividend shall be paid out of any share or loan capital which the Company and the Lancashire and Yorkshire Company respectively are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him. But nothing in this Act shall prevent those companies from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845. Interest not to be paid on calls paid up.

**107.** The Company and the Lancashire and Yorkshire Company respectively shall not out of any moneys by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the respective companies to construct any other railway or to execute any other work or undertaking. Deposits for future Bills not to be paid out of capital.

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Provision as  
to general  
railway  
Acts.

**108.** Nothing in this Act contained shall exempt the Company the North Staffordshire Company the Lancashire and Yorkshire Company the Great Western Company the Sheffield Company and the South Junction Company respectively or their respective railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by those companies respectively.

Costs of Act.

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



SCHEDULES referred to in the foregoing Act.

A.D. 1884.

FIRST SCHEDULE.

DESCRIBING LANDS BUILDINGS and MANUFACTORIES whereof portions only are required to be taken by the Company.

Parish.	Numbers on Deposited Plans.
WIDENING AT STOCKPORT.	
Stockport - - - -	2.
Manchester - - - -	22.
ROADS AND LANDS AT WORKINGTON.	
Workington - - - -	20, 32.
LANDS AT EUSTON, AMPHILL SQUARE.	
Saint Pancras - - - -	15.

SECOND SCHEDULE.

SUPERFLUOUS LANDS OF THE COMPANY.

Parishes.	County.
East Ham - - - -	Essex.
Middlesex - - - -	All Saints, Poplar.
Lancaster - - - -	Childwall.
	Walton-on-the-Hill.
	Lancaster.

RAILWAYS.

Stour Valley Railway.  
South Staffordshire Railway.  
Grand Junction Railway.  
London and Birmingham Railway.  
Northampton and Peterborough Branch.

JOINT RAILWAY.

Chester and Birkenhead.

A.D. 1884.

### THIRD SCHEDULE.

#### FORM OF DEED OF TRANSFER.

IN pursuance of and subject to the provisions of the London and North-western Railway Act 1884 and in consideration of

the Vale of Towy Railway Company hereby transfer and convey unto the London and North-western Railway Company the undertaking of the said Vale of Towy Railway Company as defined by that Act to hold the same unto the said London and North-western Railway Company and the said London and North-western Railway Company do accept the same accordingly.

In witness whereof each of the said two companies have hereunto affixed their respective Common Seals this                      day of                      one thousand eight hundred and

### FOURTH SCHEDULE.

THIS INDENTURE made the first day of June one thousand eight hundred and eighty-three between THE LONDON AND NORTH-WESTERN RAILWAY COMPANY of the one part and THE LANCASHIRE AND YORKSHIRE RAILWAY COMPANY of the other part:

WHEREAS under or by virtue of an Act of Parliament passed in the ninth and tenth years of the reign of Her Majesty Queen Victoria intituled "An Act for vesting in the Grand Junction Railway Company and the Manchester and Leeds Railway Company the North Union Railway and all the works property and effects appertaining thereto" and of a deed of conveyance under the common seal of the North Union Railway Company the North Union Railway including therein the portion thereof theretofore called the Bolton and Preston Railway and all branches thereof respectively made by or for the North Union Railway Company or by or for the Bolton and Preston Railway Company and each or either of them became and were well and effectually vested in and belonged to the Grand Junction and Manchester and Leeds Railway Companies for their absolute benefit but subject to the then existing obligations and incumbrances affecting the same. And by the Act now in recital (sec. 22) it was enacted that in consideration of the said North Union Railway and the works property and effects and powers and privileges appertaining thereto being vested in the Grand Junction and Manchester and Leeds Railway Companies upon the terms and in manner in the Act now in recital mentioned the Grand Junction Railway Company and the Manchester and Leeds Railway Company and their respective successors and assigns (in the proportions therein-after mentioned) should yearly pay or cause to be paid in the proportions therein-after mentioned unto the North Union Railway Company their successors and assigns for ever a fixed annuity or yearly rent or sum of sixty-six thousand and sixty-three pounds eighteen shillings and that such annuity or yearly sum should be computed and reckoned as from the first of January one thousand eight hundred and forty-six (from which time the said



Grand Junction and Manchester and Leeds Railway Companies should have and be entitled to the gains profits and proceeds of the North Union Railway and all other the properties matters and things vested in them by the Act now in recital) and that the said fixed annuity or yearly rent or sum of sixty-six thousand and sixty-three pounds eighteen shillings should from time to time be paid to the North Union Railway Company in net moneys free and clear of all deductions and abatements whatsoever (except income tax or property tax or any tax in the nature thereof) by equal half-yearly payments on the fifteenth of August and the fifteenth of February in each and every year And it was thereby enacted (sec. 23) that the said annuity or yearly sum should be paid and contributed by the Grand Junction Railway Company and the Manchester and Leeds Railway Company and their respective successors and assigns in the shares and proportions following (that is to say) sixty ninety-fourth parts thereof by the Grand Junction Railway Company and the remaining thirty-four ninety-fourth parts thereof by the Manchester and Leeds Railway Company their successors and assigns that the gains profits and proceeds of the said North Union Railway and of other the works property and effects of the North Union Railway Company should be divided between the Grand Junction and Manchester and Leeds Railway Companies in the same relative proportions (that is to say) the Grand Junction Railway Company their successors and assigns should have and be entitled to sixty ninety-fourth parts thereof and the Manchester and Leeds Railway Company their successors and assigns should have and be entitled to the remaining thirty-four ninety-fourth parts thereof And it was thereby (sec. 30) enacted that from and after the commencement of the said Act as between the Grand Junction and Manchester and Leeds Railway Companies and their respective successors or assigns the portion or line of the North Union Railway lying between Parkside within Newton-in-Makerfield and the Euxton Junction and all branches and works connected and to be connected with such portion and the traffic passing over such portion branches and works or some part thereof or partly over the same portion branches and works or some part thereof and partly over the portion of the same railway and works lying between the Euxton Junction and Preston or some part thereof should be exclusively worked managed and conducted and the tolls rates and duties thereof received and accounted for to the joint fund by the Grand Junction Railway Company their successors and assigns and that the portion or line of the North Union Railway lying between Bolton and the Euxton Junction and all branches and works connected with such portion and the traffic passing over such portion branches and works or some part thereof or partly over the same portion branches and works or some part thereof and partly over the portion of the same railway and works lying between the Euxton Junction and Preston or some part thereof should be exclusively worked managed and conducted and the tolls rates and duties thereof received and accounted for to the joint fund by the Manchester and Leeds Railway Company their successors and assigns and that the portion of the North Union Railway lying between the Euxton Junction and Preston and all branches and works connected therewith or appertaining to such portion and all traffic which should be confined exclusively to such portion of the North Union Railway branches and works should be worked managed and conducted by the Grand Junction and Manchester and Leeds Railway Companies jointly and in connexion or as might from time to time be mutually agreed upon And it was thereby (sec. 31) enacted that all the affairs of the North Union Railway so far as related to the joint interest of the Grand Junction and Manchester and Leeds Railway Companies

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therein should be under the management and superintendence of a committee to be called a committee of management to be from time to time appointed as therein-after mentioned and that such committee of management might lawfully exercise all the powers of the North Union Railway Company so far as might be necessary in relation to such joint interest except as to such matters as were by the therein recited Acts specifically directed to be transacted by general meetings of the respective companies and (amongst other powers to be exercised by the committee of management) they were thereby authorised from time to time to divide and apportion the net gains and profits of the North Union Railway between the Grand Junction Railway Company and the Manchester and Leeds Railway Company and pay over to such companies their respective shares of such net gains and profits That they might exercise any other powers conferred on them by the Grand Junction and the Manchester and Leeds Railway Companies jointly and might give effect to any resolution of the same companies passed at meetings of such companies respectively relating to the said North Union Railway and works or the affairs thereof or the interest of the said two companies therein And it was thereby (sec. 46) enacted that it should and might be lawful to and for the Grand Junction Railway Company and the Manchester and Leeds Railway Company and their respective successors and assigns and they were thereby empowered from time to time to make and enter into any such contract and agreement with each other for effecting and carrying out the objects and purposes of that Act and of the said two companies in relation to the said North Union Railway and for the working and using by each of them the said Grand Junction and Manchester and Leeds Railway Companies and their respective successors and assigns of the said North Union Railway and other works and property of the said North Union Railway Company or any of them or any part thereof respectively and as to the payment division apportionment and appropriation of rates tolls and duties and other moneys recoverable or payable in respect of the North Union Railway and works and as to the maintenance and repair of such railway and works and property and the expenses of working the same and conducting the traffic thereon and as to the road and station expenses and making provision for the current and other expenses of the said joint undertaking or any part thereof or any matter or thing connected therewith and for the payment of the said annuity or clear yearly sum of sixty-six thousand and sixty-three pounds eighteen shillings or the proportions thereof aforesaid and of the interest on all loans rents and other charges affecting the North Union Railway also as to the conduct and direction of the traffic of the North Union Railway And that all contracts and agreements entered into before the passing of that Act between the said Grand Junction and Manchester and Leeds Railway Companies for any of the purposes aforesaid should be as valid and effectual as if the same had been entered into after the passing of the said Act and under the powers thereof Provided nevertheless that no such contract should be inconsistent with the provisions of the Act now in recital or should in any manner prejudice or affect the rights or interests as provided for by the Act now in recital of the North Union Railway Company their successors or assigns or of any of the proprietors of the consolidated stocks of the North Union Railway Company or of either of them or of any person or company not parties to such contract and also provided that all persons and companies should notwithstanding any such contract be entitled to the use and benefit of the said North Union Railway upon the same terms and conditions and on payment of the same tolls and no others as they would have been in case no such contract had been entered into or acted upon And (sect. 50)



after reciting that an Act was pending in the then present session of Parliament intituled "An Act to consolidate the London and Birmingham Grand Junction  
" and Manchester and Birmingham Railway Companies and to incorporate the  
" several persons and corporations proprietors of shares and consolidated stock re-  
" spectively in the respective capitals or joint stocks of the consolidated companies  
" by the name of the London and North-western Railway Company" and also reciting that it was expedient that the liabilities of the Grand Junction Railway Company under or by virtue of the said Act should be extended to the London and North-western Railway Company and to the railways works property and effects of the said London and North-western Company in case the said Act should pass into a law it was thereby enacted that notwithstanding anything in the Act now in recital contained in case the said Act for consolidating the London and Birmingham Grand Junction and Manchester and Birmingham Railway Companies and for incorporating the said London and North-western Railway Company should have passed or should pass into a law the proportion of the said annuity or clear yearly rent or sum by the said Act mentioned or provided to be from time to time paid by the Grand Junction Railway Company their successors and assigns and all other sums of money by the said Act made due or payable or recoverable by or from the said Grand Junction Railway Company their successors or assigns should be payable and paid by and should and might be recoverable and recovered from or against the London and North-western Railway Company their successors and assigns in such and the same manner as would have been the case if the said Act had passed into a law before the passing of the Act now in recital and the name of the London and North-western Railway Company had been throughout the Act now in recital inserted therein instead of the name of the Grand Junction Railway Company And it was thereby further (sect. 51) enacted that in case the said Act for consolidating the London and Birmingham Grand Junction and Manchester and Birmingham Railway Companies and incorporating the said London and North-western Railway Company should pass into a law the said London and North-western Railway Company should have and be entitled to all and every the property effects remedies rights powers and privileges by the Act now in recital vested in or conferred upon the Grand Junction Railway Company and should be subject to all and every obligations and liabilities imposed upon or to or for which the Grand Junction Railway Company were made liable or responsible in such and the same manner and in all respects as fully and effectually to all intents and purposes as would have been the case if the name of the said London and North-western Railway Company had throughout the Act now in recital been inserted therein instead of the name of the Grand Junction Railway Company And whereas the said Act for consolidating the London and Birmingham Grand Junction and Manchester and Birmingham Railway Companies and incorporating the said London and North-western Railway Company did pass into a law in the year one thousand eight hundred and forty-six and the said London and North-western Railway Company thereupon became and they have ever since been and are now entitled to all and every the property effects remedies rights powers and privileges by the said herein-before recited Act vested in or conferred upon the Grand Junction Railway Company as if the name of the said London and North-western Railway Company had throughout the said Act been inserted therein instead of the name of the Grand Junction Railway Company And whereas by "the  
" Manchester and Leeds Railway Act (No. 3) 1847" it was amongst other things provided that from and after the last day of the then session of Parliament the



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A.D. 1884. — Company by the therein first recited Act incorporated videlicet the Manchester and Leeds Railway Act 1836 should no longer be called by the name of the Manchester and Leeds Railway Company but the said Company should be called and known and continue to be incorporated and have continuance by the name of the Lancashire and Yorkshire Railway Company and by that name should and might keep and have perpetual succession and a common seal and have hold retain use and exercise all such and the same tolls debts duties contracts powers rights privileges and advantages which at the period aforesaid might be granted to or be vested in or did or might belong to the said Manchester and Leeds Railway Company And whereas shortly after the passing of the said Act of the 9th and 10th of Victoria a committee of management was duly appointed and the said North Union Railway has for some years past been and is now being worked by the London and North-western Railway Company and the Lancashire and Yorkshire Railway Company respectively in the portions and manner provided by the said Act and upon payment to the said joint fund of the tolls contained in the schedule to an agreement made between the said Manchester and Leeds Railway Company and the Grand Junction Railway Company and dated the sixteenth day of September one thousand eight hundred and forty-five and the said annuity or yearly sum of sixty-six thousand and sixty-three pounds eighteen shillings has from time to time been duly paid by the said committee out of the said joint fund to the North Union Railway Company by equal half-yearly payments up to the first day of January last And whereas the said London and North-western Railway Company and the said Lancashire and Yorkshire Railway Company are desirous of making certain alterations with respect to the working management and conduct of the several portions of the said North Union Railway and also with respect to the mode of payment to the said North Union Railway Company of the said annuity or yearly sum of sixty-six thousand and sixty-three pounds eighteen shillings and otherwise as herein-after mentioned Now therefore this indenture witnesseth that in exercise of the power or authority to them the said London and North-western Railway Company and the said Lancashire and Yorkshire Railway Company in this behalf given or vested by the said recited Act of the 9 & 10 Victoria and of every or any other power or authority enabling them in this behalf It is hereby agreed and declared by and between the said London and North-western Railway Company for themselves and their successors on the one part and the said Lancashire and Yorkshire Railway Company for themselves and their successors on the other part in manner following that is to say :—

1. That as from the first of January one thousand eight hundred and eighty-three the said annuity or yearly sum of sixty-six thousand and sixty-three pounds eighteen shillings instead of being paid to the North Union Railway Company out of the joint fund as heretofore shall henceforth as between the two companies be paid to the North Union Railway Company in the following proportions (that is to say) sixty ninety-fourth parts by the London and North-western Company and thirty-four ninety-fourth parts by the said Lancashire and Yorkshire Company.

2. That from and after the date of these presents the now existing arrangements for the working management and conduct by the said London and North-western Railway Company and the said Lancashire and Yorkshire Railway Company respectively of those portions of the said North Union Railway and its branches and works as have been hitherto exclusively worked managed and conducted by the said two companies respectively and the now existing arrange-



ments for the working management and conduct by the said London and North-western Railway Company and the said Lancashire and Yorkshire Railway Company of such portion of the said North Union Railway and its branches and works as have been hitherto worked managed and conducted by the said two companies jointly and in connexion shall wholly cease and determine and that from henceforth as between the London and North-western Railway Company and the Lancashire and Yorkshire Railway Company and their respective successors or assigns the portion or line of the North Union Railway lying between Parkside Junction and the Euxton Junction and all branches and works connected and to be connected with such portion and the traffic passing over such portion branches and works or some part thereof shall be exclusively maintained worked managed and conducted by and at the expense of the London and North-western Railway Company their successors or assigns and without payment of tolls to the said joint fund and that as from the first of January one thousand eight hundred and eighty-three all local receipts between the above-mentioned places and all tolls rates and duties which have been or shall at any time hereafter be received by the said London and North-western Railway Company from any other companies or persons for the use of that portion of the said railway and branches or any of them or any part thereof respectively shall be retained by the said London and North-western Railway Company for their own absolute use and benefit and that from henceforth as between the Lancashire and Yorkshire Railway Company and the London and North-western Railway Company and their respective successors or assigns the portion or line of the North Union Railway lying between Bolton Junction and the said Euxton Junction and all branches and works connected with such portion and the traffic passing over such portion branches and works or some part thereof or partly over the same portion branches and works or some part thereof shall be exclusively maintained worked managed and conducted by and at the expense of the said Lancashire and Yorkshire Railway Company their successors or assigns and without payment of tolls to the said joint fund and that as from the first of January one thousand eight hundred and eighty-three all local receipts between the above-mentioned places and all tolls rates and duties which have been or shall at any time hereafter be received by the Lancashire and Yorkshire Railway Company from any other companies or persons for the use of that portion of the said railway and branches or any of them or any part thereof respectively shall be retained by the said Lancashire and Yorkshire Railway Company for their own absolute use and benefit.

3. That each of them the said London and North-western Railway Company and the Lancashire and Yorkshire Railway Company and their respective successors or assigns shall as from the first of January one thousand eight hundred and eighty-three and henceforth be entitled to use toll free that portion of the said North Union Railway which lies between the Euxton Junction and Dock Street Preston for all kinds of traffic except the local traffic referred to in article 4 to or from or over their respective railways whether joint or several or to or from or over the respective portions of the North Union Railway and branches herein-before appropriated to them respectively for their exclusive use.

4. That all receipts by each of them the London and North-western Railway Company and the Lancashire and Yorkshire Railway Company or by their successors or assigns for or in respect of local traffic between the Euxton Junction and Preston shall be accounted for by them respectively and the balances



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5. That as regards the aforesaid portion of the said North Union Railway which lies between the Euxton Junction and Dock Street Preston both inclusive all the costs and expenses of officers and servants employed at the several stations and in the telegraph department and also the cost of maintenance of the said portion of railway including the costs and expenses of the Preston Joint Station and also all interest on loans and chief and other rents payable in respect of the respective portions of the North Union Railway and branches hereinbefore appropriated to the two companies respectively shall be paid as heretofore out of the said North Union Joint Fund.

6. That the Lancashire and Yorkshire Railway Company shall as from the first of January one thousand eight hundred and eighty-three and henceforth be paid by the London and North-western Railway Company the mileage proportion less thirty per centum for working expenses of the receipts for all traffic carried by them or their successors or assigns over the North Union Line between Adlington Junction and Chorley.

7. That each of them the said London and North-western Railway Company and the said Lancashire and Yorkshire Railway Company shall be at liberty at any time hereafter at their own cost to construct such new and additional or make such additions to or improvements in any existing stations sidings warehouses works and conveniences as they shall deem necessary upon the respective portions of the North Union Railway and branches hereinbefore appropriated to them respectively for their exclusive use.

8. That each of them the said London and North-western Railway Company and the said Lancashire and Yorkshire Railway Company shall be at liberty at any time hereafter at their own cost to double or at the like cost to construct any new lines or branch lines of railway in connexion with any of the existing lines or parts of existing lines of the North Union Railway Company or any of the branches or parts of branches thereof upon or over which the said railway companies respectively are to have such exclusive rights as aforesaid and that neither of them the said London and North-western Railway Company and Lancashire and Yorkshire Railway Company shall or will oppose any application which may be made to Parliament by the other of them for power to double or construct any new line or branch in connexion with any such lines or branch lines of railway or parts thereof respectively on the ground that by means of such proposed new or additional line or lines or branch line or lines of railway traffic may be diverted or abstracted from the said North Union Railway or of the branches thereof.

9. That nothing in this agreement shall extend to or affect the rights or liabilities of either of them the said London and North-western Railway Company and Lancashire and Yorkshire Railway Company in respect of the Preston Station.

10. That except so far as the provisions of any Act or Acts of Parliament or any agreement or agreements made in pursuance thereof relating to or affecting the North Union Railway or the traffic passing over the same or any portion or portions thereof are modified or altered by these presents or are inconsistent herewith all such provisions shall remain in full force and effect and nothing herein contained shall be deemed or taken to prejudice or affect the power given to the said Grand Junction and Manchester and Leeds Railway Companies and



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their respective successors and assigns by the 46th section of the said recited Act of the 9th and 10th Victoria. A.D. 1884.

In witness whereof the London and North-western Railway Company and the Lancashire and Yorkshire Railway Company have hereunto affixed their respective common seals the day and year aforesaid.

Passed under the common seal of the London and North-western Railway Company in the presence of  
S. REAY Secretary.



Passed under the common seal of the Lancashire and Yorkshire Railway Company in the presence of  
J. H. STAFFORD Secretary.



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