



## CHAPTER cliv.

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 Great Western and Manchester Sheffield and Lincolnshire Railway Companies in relation to such other Undertakings and for other purposes. A.D. 1890.  
[4th August 1890.]

**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 improvement and widenings of their existing railways and to make the new and alter and stop up the existing roads 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 Great Western Railway Company (in this Act called the Great Western Company) should be empowered to acquire the lands in this Act mentioned or referred to in that behalf: (Company and Great Western Company.)

And whereas plans and sections showing the respective lines and levels of the railways and other works by this Act authorised to be constructed 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 (Plans and sections deposited.)

[Ch. cliv.]    *London and North Western Railway*    [53 & 54 Vict.]  
Act, 1890.

A.D. 1890.  (Agreement with Man- chester Sheffield and Lincolnshire Railway Company.) (Superfluous lands.)  (Llanelly Station Railway abandon- ment.)  (Voting at general meetings.)  (Application of funds.)  (Amendment of Acts.)	<p>respectively referred to as the deposited plans sections and books of reference :</p> <p>And whereas it is expedient that the agreement between the Company and the Manchester Sheffield and Lincolnshire Railway Company as set forth in the Third Schedule to this Act should be confirmed :</p> <p>And whereas it is expedient that further powers should be conferred upon the Company with respect to the sale lease or other disposal of lands acquired by them which are not or eventually may not be required for the purposes of their undertaking :</p> <p>And whereas it is expedient that provision should be made for the abandonment of the Llanelly Station Railway authorised by the London and North Western Railway (New Lines and Additional Powers) Act 1876 :</p> <p>And whereas it is expedient that further provision should be made as contained in this Act for ascertaining the number of votes to which proprietors of stocks or shares of the Company are entitled :</p> <p>And whereas it is expedient that the Company and the Great Western Company respectively should be empowered to apply their funds as by this Act authorised :</p> <p>And whereas it is expedient that some of the powers and provisions of the existing Acts relating to the Company should be altered amended extended and enlarged and that such further powers should be granted to the Company as are herein-after mentioned :</p> <p>And whereas the purposes of this Act cannot be effected without the authority of Parliament :</p> <p>May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—</p>
Short title.	<p>1. This Act may be cited for all purposes as the London and North Western Railway Act 1890.</p>
Incorporation of general Acts.	<p>2. The following Acts and part of an Act are (except where expressly varied by this Act) incorporated with and form part of this Act (that is to say) :—</p> <p>The Lands Clauses Acts :</p> <p>The Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) of the Railways Clauses Act 1863.</p>
Interpretation.	<p>3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated</p>



[53 & 54 VICT.] *London and North Western Railway* [Ch. cliv.]  
Act, 1890.

herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction : A.D. 1890.

The expressions "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 places within the metropolis as defined by the Metropolis Management Act 1855 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 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.

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 following new railways and improvement and widenings of including the alteration of and the laying down of additional rails upon the portions of existing railways herein-after described with all proper stations sidings roads approaches works and conveniences connected therewith respectively and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating to the said new railways improvement and widenings as may be required for the purposes thereof or in connexion therewith : Power to  
Company  
to make  
railways &c.

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

Two railways to be called the Willesden Junction Railways wholly situate in the parishes of Willesden in the county of Middlesex and Hammersmith in the county of London :— (Willesden  
Junction  
Railways.)

- (1.) Railway No. 1 four furlongs two chains and twenty links in length commencing by a junction with the Company's Hampstead Junction Railway and terminating by a junction with the Company's Willesden curve authorised by the London and North Western Railway Act 1882 ;



A.D. 1890.

(2.) Railway No. 2 six chains and ninety links in length commencing by a junction with Railway No. 1 west of the bridge carrying the Company's loop line connecting their Hampstead Junction Railway with the West London Railway over the North and South Western Junction Railway and terminating by a junction with the said loop line :

And the Company may abandon and discontinue the maintenance for purposes of public traffic of all or any part of the Company's said Hampstead Junction Railway between the junction therewith of the Company's said loop line and the junction thereof with the North and South Western Junction Railway known as the Old Oak Junction and may retain and use for sidings or other purposes of their undertaking or otherwise deal with or dispose of the site and soil of any portion of railway so abandoned in such manner and on and subject to such terms and conditions as they may think fit :

(Daventry and Leamington Railway.)

A railway (to be called the Daventry and Leamington Railway) fourteen miles six chains and twenty links in length commencing in the parish of Daventry in the county of Northampton by a junction with the Company's Weedon and Daventry Railway at or near its northern termination and terminating in the parish of Hunningham in the county of Warwick by a junction with the Company's Rugby and Leamington Railway at or near the bridge carrying Ridgeway Lane over that railway :

(Seaton and Uppingham Railway.)

A railway (to be called the Seaton and Uppingham Railway) three miles one furlong six chains and fifty links in length commencing in the township and parish of Seaton in the county of Rutland by a junction with the Company's Rugby and Stamford Railway and terminating in the parish of Uppingham in the same county at a point three hundred yards or thereabouts east of the south-east corner of the cemetery at Uppingham :

(Warrington Junction Railways.)

Three railways (to be called the Warrington Junction Railways) wholly situate in the township and parish of Warrington in the county of Lancaster :—

(1.) Railway No. 1 two furlongs nine chains and ten links in length commencing by a junction with the Company's Grand Junction Railway at or near the northern end of the bridge carrying that railway over the River Mersey near Walton Junction and terminating (notwithstanding anything shown on the deposited plans) at the point of commencement of Railway No. 2 as herein-after described ;

(2.) Railway No. 2 two furlongs one chain and seventy-five links in length commencing by a junction with Railway



[53 & 54 VICT.] *London and North Western Railway* [Ch. cliv.]  
Act, 1890.

No. 1 at a point between the said Grand Junction Railway and the Company's branch railway from Walton Junction to Arpley and terminating by a junction with the said branch railway ;

A.D. 1890.

(3.) Railway No. 3 one furlong two chains and five links in length commencing by a junction with the said branch railway and terminating by a junction with the Company's Garston Warrington and Altrincham Railway :

A railway (to be called the Ashbourne and Buxton Railway) thirteen miles three furlongs two chains and ninety-five links in length commencing in the township of Clifton in the parish of Ashbourne in the county of Derby by a junction with the Ashbourne branch of the North Staffordshire Railway at or near the termination of that branch and terminating in the township of Hartington Middle Quarter in the parish of Hartington in the same county by a junction with the Company's Cromford and High Peak Railway :

(Ashbourne and Buxton Railway.)

The improvement of the Company's Cromford and High Peak Railway between a point in the township of Hartington Middle Quarter in the parish of Hartington in the county of Derby one hundred yards or thereabouts north-west of the level crossing at the Hurdlow siding and a point in the township of Brassington in the parish of Bradbourne in the same county two hundred and ten yards or thereabouts north-west of the occupation level crossing at Harboro' Farm House :

(Cromford and High Peak Railway improvement.)

And the Company may abandon and discontinue the maintenance for purposes of public traffic of such portions of the said Cromford and High Peak Railway as will be rendered unnecessary by reason of the intended improvement and may retain and use for sidings or other purposes of their undertaking or otherwise deal with or dispose of the site and soil of the said portions of railway in such manner and on and subject to such terms and conditions as they may think fit but before the Company dispose of any part of the site and soil of the said portions of railway they shall first offer to sell the same to the person or persons whose lands shall immediately adjoin the lands so proposed to be sold in accordance with the provisions of the Lands Clauses Consolidation Act 1845 :

The widening one mile three furlongs and five chains in length in the township of Crewe in the parish of Barthomley and in the township of Monks Coppenhall in the parish of Coppenhall in the county of Chester of so much of the Company's Crewe and Chester Railway as extends from a point three hundred and

(Crewe widening.)



[Ch. cliv.] *London and North Western Railway* [53 & 54 Vict.]  
Act, 1890.

A.D. 1890.

(Crewe and  
Sandbach  
widening.)

seventy yards or thereabouts south-east of the viaduct carrying that railway over Mill Street Crewe to a point two hundred and seventy yards or thereabouts east of the bridge carrying West Street Crewe over the said railway :

The widening three miles seven furlongs one chain and seventy links in length of so much of the Company's Crewe and Manchester Railway as extends from a point two hundred yards or thereabouts south-west of Sydney Bridge to a point six hundred and ninety yards or thereabouts north-east of the junction of that railway and the Company's Sandbach and Northwich Railway at Sandbach Station :

The widening two furlongs nine chains and nine links in length of so much of the said Sandbach and Northwich Railway as extends for a distance of six hundred and forty yards or thereabouts in a north-westerly direction from the said junction :

(Ince Moss  
and Wigan  
widening.)

The widening one mile two furlongs one chain and ninety-five links in length in the townships of Ince-in-Makerfield and Wigan in the parish of Wigan in the county of Lancaster of so much of the Company's North Union Railway as extends from a point two hundred yards or thereabouts south of the junction therewith of the Company's Lancashire Union Railway to the bridge carrying the said North Union Railway over Chapel Lane Wigan.

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 improvement and widenings of existing railways shall be parts of the railways authorised to be improved and widened and the Company may subject to the provisions of the Railway and Canal Traffic Act 1888 demand tolls rates and charges not exceeding the following (that is to say) :—

In respect of the Willesden Junction Railways the tolls rates and charges authorised by the Hampstead Junction Railway Act 1853 :

In respect of the Ashbourne and Buxton Railway and the improvement of the Cromford and High Peak Railway respectively the tolls rates and charges authorised by the Stockport Disley and Whaley Bridge Railway Extension Act 1857 :

In respect of the Daventry and Leamington Railway the Seaton and Uppingham Railway the Warrington Junction Railways and the widenings of the Crewe and Chester and the Crewe and Manchester and the Sandbach and Northwich Railways respectively the tolls rates and charges authorised by the Act

[53 & 54 VICT.]    *London and North Western Railway*    [Ch. cliv.]  
Act, 1890.

(local and personal) ninth and tenth Victoria chapter two hundred and four entitled “An Act to consolidate the London and Birmingham Grand Junction and Manchester and Birmingham Railway Companies” : A.D. 1890.

In respect of the widening of the North Union Railway the tolls rates and charges authorised by the Act (local and personal) ninth and tenth Victoria chapter two hundred and thirty-one entitled “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 in respect of all the said railways improvement and widenings the tolls rates and charges authorised 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.

6. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the Willesden Junction Railway No. 2 carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the Company's Willesden curve numbered on the deposited plans 1 in the parish of Hammersmith. Power to cross a certain railway on the level.

7. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say) :— Inclination of roads.

Number on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
DAVENTRY AND LEAMINGTON RAILWAY.			
43	Daventry	Public road	1 in 30
14 } 15 }	Braunston	Public road	1 in 9
25	Braunston	Public road	1 in 20
28	Braunston	Public road	1 in 12
34	Stockton	Public road	1 in 20
SEATON AND UPPINGHAM RAILWAY.			
3	Uppingham	Public road	1 in 18



[Ch. cliv.] *London and North Western Railway* [53 & 54 Vict.]  
*Act, 1890.*

A.D. 1890.

Number on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
ASHBOURNE AND BUXTON RAILWAY.			
85	Ashbourne - -	Public road - -	1 in 13 on the north side and 1 in 35 on the south side.
22	Mapleton - -	Public road - -	1 in 10
15	Thorpe - -	Public road - -	1 in 7
33	Tissington - -	Public road - -	1 in 14½
CROMFORD AND HIGH PEAK RAILWAY IMPROVEMENT.			
8	Hartington - -	Public road - -	1 in 13½
83	Hartington - -	Public road - -	1 in 20
21	Bradbourne - -	Public road - -	1 in 12 on the east side and level on the west side.

Height and  
span of  
bridges.

8. The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say) :—

Number on deposited Plan.	Parish.	Description of Road.	Height.	Span.
			Ft. in.	Ft. in.
CROMFORD AND HIGH PEAK RAILWAY IMPROVEMENT.				
12	Hartington - -	Public road - -	—	15 3
43	Hartington - -	Public road - -	14 6	14 9
74	Hartington - -	Public road - -	13 10	15 0
92	Hartington - -	Public road - -	—	20 0
22	Parwich - -	Public road - -	14 0	12 4
21	Bradbourne - -	Public road - -	—	20 0
39	Bradbourne - -	Public road - -	15 0	25 0
48	Bradbourne - -	Public road - -	—	20 0
CREWE WIDENING.				
6	Coppenhall - -	Public street - -	14 6	33 0
CREWE AND SANDBACH WIDENING.				
19	Coppenhall - -	Public road - -	11 4	11 8
20	Warmingham - -	Public road - -	—	20 0
36	Warmingham - -	Public road - -	13 5	20 0

Widths of  
certain  
roadways.

9. The Company may make the roadway over the bridges by which the following roads will be carried over the railway of such



[53 & 54 VICT.]    *London and North Western Railway*    [Ch. cliv.]  
Act, 1890.

width between the fences thereof as the Company think fit not being less than the respective widths herein-after mentioned in connexion therewith respectively (that is to say) :—

A.D. 1890.

Number on deposited Plan.	Parish.	Description of Road.	Width of Roadway.
			Ft. in.
		DAVENTRY AND LEAMINGTON RAILWAY.	
34	Stockton - - -	Public road - - -	25 0
		CROMFORD AND HIGH PEAK RAILWAY IMPROVEMENT.	
8	Hartington - - -	Public road - - -	25 0
83	Hartington - - -	Public road - - -	25 0
		CREWE AND SANDBACH WIDENING.	
10	Coppenhall - - -	Public road - - -	19 6
54	Warmingham - - -	Public road - - -	19 6
80	Warmingham - - -	Public road - - -	29 0
106	Warmingham - - -	Public road - - -	15 0
		INCE MOSS AND WIGAN WIDENING.	
4	Wigan - - -	Public road - - -	17 0

10. The Company may divert alter and stop up in the manner shown on the deposited plans and sections relating to the new railways and the improvement deviation and widenings by this Act authorised any roads delineated on the said plans and described in the deposited books of reference :

Power to divert and stop up roads as shown on deposited plans.

Provided always that the Company shall not under the powers of this section stop up any part of the road numbered on the deposited plans relating to the Ashbourne and Buxton Railway 7 in the parish of Ashbourne until they shall have completed (in lieu of the road diversion shown upon the said plans)—

- (1.) A new road along and within the eastern limit of deviation shown upon the said plans between Station Street and Church Street the width of such new road including a footpath along one side thereof to be not less than thirty-six feet and none of the gradients of such new road to be steeper than one in forty :
- (2.) A footbridge (over the Ashbourne and Buxton Railway) at or near the point where the same crosses the said road number 7 :

And when and so soon as the said new road and footbridge are completed and opened for public traffic the Company may stop up and discontinue all rights of way other than rights of footway over

A.D. 1890. — such portion or portions of the said road numbered 7 as will be bounded on both sides by the lands of the Company and the North Staffordshire Railway Company or either of them and the Company may also stop up and discontinue all rights of footway over the said portion or portions of road to the extent to which they shall from time to time have constructed a footbridge in lieu thereof and any footbridge constructed under this proviso shall be maintained by the Company.

For protection of joint lessee Companies of the North and South Western Junction Railway.

11. For the protection of the joint lessee Companies of the North and South Western Junction Railway (who are in this section referred to as "the joint lessee Companies") the following provisions shall have effect (that is to say):—

(1.) The Willesden Junction Railways shall be carried over the North and South Western Junction Railway and its lands adjoining thereto by means of a girder bridge of such spans as shall be agreed upon between the principal engineer of the Company and the engineer acting on behalf of the joint lessee Companies for the time being each of such spans having a clear headway throughout of not less than fourteen feet three inches measured from the surface of the rails of the North and South Western Junction Railway. And the said bridge shall be constructed according to plans sections and specifications previously submitted to and approved by the engineer acting on behalf of the joint lessee Companies as aforesaid and under his superintendence and to his reasonable satisfaction in all respects but in all things at the expense of the Company. And all the works connected with such bridge shall be constructed and executed respectively by such means and in such manner only as not to interfere with the traffic over or the free uninterrupted and safe use of the North and South Western Junction Railway and so as to leave undisturbed all the existing lines of rails at the point where they will be so passed over or affected by the works for such bridge;

(2.) The Company shall at all times maintain the bridge and other works for crossing over the North and South Western Junction Railway in substantial repair and good order to the reasonable satisfaction in all respects of the engineer acting on behalf of the joint lessee Companies as aforesaid. And if and whenever the Company fail so to do the joint lessee Companies may make or do in and upon as well the lands of the Company as their own lands all such works and things as may be reasonably requisite in that behalf and the reasonable amount of such expenditure shall be repaid to the joint



A.D. 1890.

lessee Companies by the Company and in default of payment may be recovered from the Company with full costs in any court of competent jurisdiction ;

- (3.) The Company shall not without first obtaining the consent of the joint lessee Companies under the hand of the secretary for the time being of the joint committee of such companies take use enter upon or interfere with any of the lands rails works property or rights from time to time belonging to or in the possession or under the power of or vested in the joint lessee Companies except only such part or parts thereof respectively as it shall be absolutely necessary for the Company to take use enter upon or interfere with for constructing and maintaining the bridge and other works over the North and South Western Junction Railway in accordance with the provisions in that behalf in this Act contained ;
- (4.) The Company shall not purchase and take any lands and property of the joint lessee Companies but may purchase and take and the joint lessee Companies may and shall sell and grant accordingly a perpetual easement or right of using such lands and property for the purpose for which but for this enactment the Company might purchase and take the same ;
- (5.) The Company shall bear and on demand pay to the joint lessee Companies all reasonable expenses of the employment by them during the construction of the works affecting the North and South Western Junction Railway of a sufficient number of inspectors and watchmen to be appointed by the joint lessee Companies for watching their said railway and the works and property connected therewith with reference to and during the execution of such works of the Company and for preventing so far as may be all interference danger and accident from any of the operations or from the acts or defaults of the Company or of their contractors or of any persons in the employment of the Company or of their contractors with reference thereto or otherwise and also of the alterations additions and maintenance from time to time by the joint lessee Companies of any signals which they may find it necessary to make owing to such crossing over as also to the construction of such works ;
- (6.) If by reason of the execution of any of the works for such crossing or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any persons in the employ of the Company or of their contractors or otherwise the North and South Western Junction Railway or any of the works connected

[Ch. cliv.] - *London and North Western Railway* [53 & 54 Vict.]  
Act, 1890.

A.D. 1890.

therewith or any traffic on that railway shall sustain any injury or damage such injury or damage shall be forthwith made good by the Company at their expense or in the event of their failing so to do the joint lessee Companies may make good the same and recover the expense thereof with full costs from the Company in any court of competent jurisdiction And if any interruption shall be occasioned to such traffic by reason of any of the matters or causes aforesaid the Company shall on demand pay to the joint lessee Companies all costs and expenses to which they may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable from the Company as last aforesaid and with full cost;

- (7.) If any dispute shall arise between the joint lessee Companies and the Company respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers in London the cost of such arbitration to be in the discretion of such arbitrator;
- (8.) The Company and the joint lessee Companies may agree to any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed.

For the  
protection  
of the  
County  
Council of  
Middlesex.

**12.** With reference to the works in connexion with the Willesden Junction Railways by this Act authorised so far as the same affect any main road in the county of Middlesex as defined by the Highways and Locomotives (Amendment) Act 1878 and any bridge to be erected in the said county for carrying any such main road over the said railways or the approaches to such bridge the following provisions shall have effect namely :—

- (1.) The Company shall not commence nor execute any works as aforesaid until they have first delivered to the surveyor of Middlesex county bridges such plans drawings and specifications of the works intended to be executed as shall be reasonably required by the said surveyor to enable him to ascertain the strength of the proposed bridge nor until the same plans drawings and specifications shall have been examined and approved of by the said surveyor by writing under his hand Provided always that if the said surveyor shall disapprove of such plans drawings and specifications within one month after they shall have been delivered to him then the Company shall not execute nor commence any such works as aforesaid unless



and until plans drawings and specifications thereof shall have been examined and approved of by an engineer to be appointed by the Board of Trade on the application of the Company: A.D. 1890.

- (2.) The Company shall execute all such works as aforesaid at their sole expense and under the superintendence and to the reasonable satisfaction of the said surveyor of Middlesex county bridges whose reasonable charges incident to the approval of the said plans drawings and specifications and to the superintendence of the works shall be paid by the Company.

**13.** For the protection of the Company of Proprietors of the Grand Junction Canal (herein-after called the Canal Company) the following provisions shall apply in reference to the Daventry and Leamington Railway by this Act authorised unless otherwise agreed between the Company and the Canal Company (that is to say):— For the protection of the Grand Junction Canal Company.

- (1.) The Company shall not for the purposes of such railway purchase take acquire or use any part of the property numbered on the deposited plans relating to the said Railway 50 in the parish of Daventry nor any part of the properties numbered on the said plans 5A and 7 in the parish of Braunston:

- (2.) The Company shall not for such purposes take divert or in any way interfere with the watercourse leading from the Canal Company's engine house and pumping station at Braunston to their canal and shown on the said plans as passing through the said property numbered 5A and through the properties numbered 10 13 15 16 and 17 in the said parish of Braunston:

- (3.) In making and maintaining the said railway the Company shall not divert obstruct or do anything to affect or diminish the flow of water in the watercourses shown on the said plans as respectively passing through properties numbered thereon 49 and 50 in the said parish of Daventry and through properties numbered thereon 17 18 and 19 in the said parish of Braunston but they shall construct and at all times thereafter maintain proper and sufficient brick or stone culverts for the passage of such watercourses under the said railway in their present positions such culverts to be of internal dimensions not less than five feet wide by three feet high and to be constructed in such manner as shall be reasonably approved by the engineer of the Canal Company.

**14.** In constructing the Daventry and Leamington Railway by this Act authorised the Company shall be subject to the following restrictions and conditions:— For the protection of the Warwick and

- (1.) Nothing in this Act contained shall authorise or empower the Company without the consent in writing of the Company Napton Canal Navigation



A.D. 1890.

- of Proprietors of the Warwick and Napton Canal Navigation (herein-after called the Company of Proprietors) under their common seal first had and obtained (except nevertheless for constructing or maintaining bridges archways culverts and drains in the manner herein-after prescribed) to alter the line or level of the canal or the towing-path thereof or any part thereof respectively or by means of any such bridge archway culvert or drain when erected or in the repair thereof or in the erection of any future bridge archway culvert or drain in lieu thereof or any or either of them or by any other means to obstruct the navigation of the said canal or any part thereof or divert any of the waters therein or any of the brooks streams feeders or watercourses which now are or have heretofore been taken and used for the supply of the said canal or any pond cut or reservoir connected therewith or to injure or impede the flow of water therein or injure the works thereof;
- (2.) In carrying the said railway over the canal in the parish of Long Itchington and also in the parish of Grandborough at the places marked and delineated on the deposited plans the Company shall erect at their own expense good and substantial horizontal girder bridges to carry the railway over the canal and the towing-path at the side thereof with proper walls effectually to support the embankments of the said railway and such bridges shall not alter or contract the width of the waterway of the canal or the towing-path at the side thereof and the span of such bridges shall be so constructed as to leave throughout a clear headway of eleven feet above the existing ordinary water level of the canal and the said bridges shall not be longer than thirty-five feet measuring the same on a line square to the centre line of the railway and such bridges shall be constructed to the reasonable satisfaction of the engineer of the Company of Proprietors and the Company shall at all times and for ever after the said bridges shall be erected maintain and keep the same and all future bridges to be erected in lieu thereof (which shall be in the same direction and of like form width and height as are herein-before mentioned) in good and complete repair;
- (3.) During the erection of the said bridges and in the future at all times during the repair thereof no hindrance or obstruction shall be occasioned to the boats and barges passing along the canal or to the towing horses or men drawing or navigating the same along the canal;
- (4.) In carrying any road under or over the railway the Company shall not alter the approach road to any bridge over the canal



in such manner as to increase the gradient shown upon the deposited sections ; A.D. 1890.

- (5.) In carrying the railway over the feeders to the reservoir in the parish of Stockton the Company shall make and maintain at all times hereafter such sufficient culverts as the engineer to the Company of Proprietors may reasonably require and the Company shall remove the drain which connects the canal with the reservoir in the parish of Stockton in such manner as to avoid the railway passing over the same in a longitudinal direction and reconstruct the same in such line and manner as will ensure at all times to the Company of Proprietors ready access thereto ;
- (6.) The Company of Proprietors shall have power at all reasonable times to enter into and upon the lands of the Company for the purpose of inspecting the state and condition of all the bridges archways culverts feeders and drains which supply or are connected with the water supply of the canal or with any other works thereof ;
- (7.) If by reason of the execution of any of the works by this Act authorised or by means of the bad state of repair of any such works or by any act or omission of the Company or of any of their agents servants or workmen it shall happen that the said canal or the towing-path thereof or the works connected therewith shall at any time be so obstructed as to prevent or delay the passage of boats or barges navigating or passing each other on or along the same the Company shall pay to the Company of Proprietors as or by way of liquidated damages the sum of five pounds for every hour during which such obstruction shall be continued and in default of payment of any such sum or sums of liquidated damages on demand made on the secretary of the Company the Company of Proprietors may sue for and recover the same with full costs of suit against the Company by action in any court of competent jurisdiction Provided always that nothing herein contained shall prevent the Company of Proprietors from recovering against the Company any special further or other damages that may be sustained by them on account of the acts or defaults of the Company ;
- (8.) In case it shall happen at any time during or after the making of the said railway or the construction of such bridge archway culvert or drain or in the use thereof respectively that any injury shall be done or occasioned thereby to the canal or to any of the locks sideponds towing-paths bridges banks feeders weirs and drains or any of the works of or belonging



A.D. 1890.

thereto or in case any such bridge archway culvert weir or drain shall not be kept in good and substantial repair so as to preserve the prescribed span and headway or passage through or under the same it shall be lawful for the Company of Proprietors after reasonable notice not exceeding seven clear days to do the needful repairs and all costs charges and expenses to be occasioned in or about such repairs together with all damages whatsoever which shall be sustained by the Company of Proprietors by reason of any injury as aforesaid or by reason of any loss of water out of or from the said canal or the branch cuts or reservoirs connected therewith in consequence of the making of the said railway or the constructing of the said bridges archways culverts or drains or either or any of them shall be paid and defrayed by the Company to the Company of Proprietors and in default thereof the Company of Proprietors may sue for and recover the same together with full costs of suit against the Company by action in any court of competent jurisdiction as aforesaid ;

(9.) And whereas under and by virtue of the Acts of Parliament relating to the construction of the canal of the said Company of Proprietors certain powers are reserved to the said Company of Proprietors and to the owners of lands adjoining or lying near to the canal to make and construct roads and collateral cuts and branch canals and to supply the same with water And whereas the railway by this Act authorised may intervene between the canal of the Company of Proprietors and the lands in respect whereof such powers are reserved as aforesaid Therefore in the event of the Company of Proprietors being desirous at any time hereafter to make or procure to be made any such road cut or branch canal as aforesaid to communicate with the canal of the Company of Proprietors the Company shall afford all requisite and proper facilities for the formation thereof respectively when and where necessary either over or under the railway and if any difference shall arise between the Company and the Company of Proprietors either as to the mode of carrying the same under or over the said railway or as to the place or method of carrying out the same or as to the facilities to be afforded by the Company such difference shall be settled by arbitration under the Railways Clauses Consolidation Act 1845 ;

(10.) Nothing in this Act contained shall extend to authorise the Company or any person or company in the execution or under colour of this Act except so far as may be necessary in the construction and maintenance of the works by this Act



[53 & 54 VICT.] *London and North Western Railway* [Ch. cliv.]  
Act, 1890.

authorised to enter upon take prejudice or interfere with A.D. 1890:  
(either temporarily or permanently) any of the buildings lands  
or grounds of the Company of Proprietors without their  
consent under their common seal first had and obtained.

**15.** In constructing the bridge by which the Daventry and For the  
Leamington Railway will be carried over the canal of the Oxford protection of  
Canal Navigation in the parish of Wolfhamcote the following the Oxford  
provisions for the protection of the Oxford Canal Navigation shall  
be observed and performed by the Company The bridge shall be a  
horizontal girder bridge of the full width of the waterway and  
towing path and shall not contract or interfere with any part thereof  
and shall when constructed have a clear headway of not less than  
eleven feet above the existing ordinary water level of the said canal  
and the construction of the said bridge with all the works incidental  
thereto shall be carried out and completed and hereafter maintained  
to the reasonable satisfaction of the engineer of the said canal.

**16.** The Great Northern Railway Company may have and Running  
exercise over the railway to be called the Seaton and Uppingham powers to  
Railway by section 4 of this Act authorised the same powers and the Great  
privileges as are conferred on that company by the twenty-eighth Northern  
section of the Great Northern and London and North Western Railway  
Railway Companies (Joint Powers and New Lines) Act 1874 with Company.  
respect to the portions of the London and North Western Railway  
specified in the said section but subject to the terms conditions and  
restrictions contained in sections 29 30 31 32 33 and 34 of the same  
Act.

**17.** Notwithstanding anything in this Act or shown on the For the  
deposited plans the Company shall not enter upon take or use any of protection  
of the lands belonging or reputed to belong to George Fydell Rowley of George  
and numbered on those plans 2 3 and 4 in the parish of Morcott or Fydell  
divert or impede the free flow of water in that portion of the brook Rowley.  
which forms the southernmost boundary of those properties.

**18.** For the protection of Edward Phillip Monckton his successors For the  
and assigns (herein-after called the owner) the following provisions protection  
shall unless otherwise agreed between the owner and the Company of Edward  
have effect (that is to say):— Phillip  
Monckton.

(1.) The Company shall not in constructing the Seaton and  
Uppingham Railway by this Act authorised through the estate  
of the owner deviate from the centre line thereof as shown on  
the deposited plans without the previous consent in writing of  
the owner except as herein-after provided ;

A.D. 1890.

- (2.) The Company shall construct and maintain at the distance of two furlongs and three chains or thereabouts from the commencement of the said railway a proper and sufficient cattle creep through the embankment of the said railway with a headway of not less than nine feet but the present surface of the ground shall be lowered to the extent of one foot for a headway of ten feet if required by the owner and at the distance of seven furlongs and three chains from the commencement of the said railway a proper and sufficient cattle creep through the embankment of the said railway with a headway of not less than eight feet and to effect this the present surface of the ground shall be lowered to the extent of four feet and each of such cattle creeps shall be of a width of not less than six feet ;
- (3.) The Company shall construct and maintain for the use and accommodation of the owner and occupiers for the time being at or about the distance of three furlongs and five chains from the commencement of the said railway a level crossing with proper gates and approaches thereto ;
- (4.) The Company shall carry the line of railway through the arch of the Midland Railway Company's Kettering and Manton Railway which lies immediately south-east of the occupation road numbered on the deposited plans 5 in the parish of Glaston in such manner as not to impede the flow of water in the brook now flowing through such arch ;
- (5.) The Company shall construct and maintain a proper and sufficient access for waggons and vehicles from the road numbered on the deposited plans 12 in the parish of Glaston and 12 in the parish of Seaton to the portions of the following properties which shall be situate on the northern side of the said railway (that is to say) :—
  - (a.) The property numbered on the said plans 11 in the parish of Seaton ;
  - (b.) The property numbered on those plans 2 in the parish of Bisbrooke and 13 in the parish of Seaton.

For the  
protection of  
the Pearson  
and Knowles  
Coal and  
Iron Com-  
pany and  
others.

**19.** For the protection of the Pearson and Knowles Coal and Iron Company Limited and of Messieurs Henry Kenyon and Company their successors and assigns (all of whom are in this section referred to as the two Companies) the following provisions shall unless otherwise agreed between the Company and the two Companies be observed and have effect (that is to say) :—

- (1.) Notwithstanding anything contained in this Act or shown upon the deposited plans and sections relating to the Warrington Junction Railways the Company shall not stop up the



[53 & 54 VICT.] *London and North Western Railway* [Ch. cliv.]  
Act, 1890.

portion of the road known as Slutchers Lane and numbered on the deposited plans 29 in the parish of Warrington lying between Wilson Patten Street and the bridge under the Grand Junction Railway known as the Three Arches Bridge until they have provided an access for vehicular and other traffic as convenient as is reasonably practicable from Wilson Patten Street to the lands works and premises of the two Companies situate on the westerly side of the said Grand Junction Railway : A.D. 1890.

- (2.) Nothing in this section contained shall prejudice or affect any claim to compensation to which the two Companies or either of them may be entitled under the Lands Clauses Acts or the Railways Clauses Consolidation Act 1845 or otherwise in respect of any loss damage or injury which they or either of them may sustain by reason of the construction of the Warrington Junction Railway No. 3 across Slutchers Lane or the diversion of that lane or other works or operations of the Company affecting that lane or any interference with the present access to the lands works and premises of the two Companies or either of them.

20. For the protection of William John Legh of Lyme Hall Cheshire tenant for life of certain estates in the counties of Lancaster and Cheshire and of Gilbert Legh and Piers Frederick Legh trustees of the same estates their respective successors assigns lessees and tenants (herein-after referred to together as the owners) the following provisions shall unless otherwise agreed between the owners and the Company have effect (that is to say) :— For the protection of William John Legh.

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans and sections the Company shall not stop up the road numbered on the deposited plans 29 in the parish of Warrington until they have provided a substituted road as convenient as may be reasonably practicable as an access for vehicular and other traffic to the lands of the owners lying between the existing main line of the Company and the River Mersey :
- (2) Notwithstanding lands of the owners may not be taken or acquired by the Company under the powers of this Act the owners shall be entitled to compensation in such manner and to the same extent as if the lands of the owners were taken and acquired under the powers of this Act in respect of all loss damage or injury which the owners may sustain by reason of the construction of the proposed Warrington Junction



[Ch. cliv.] *London and North Western Railway* [53 & 54 Vict.]  
*Act, 1890.*

A.D. 1890.

Railways or any one or more of them or by reason of the stopping up diversion or interference with the roads numbered on the deposited plans 5 and 29 in the parish of Warrington or either of them or otherwise by reason of the exercise by the Company of the powers of this Act or of the Acts incorporated therewith.

For the  
protection  
of the Cor-  
poration of  
Warrington.

**21.** For the protection of the mayor aldermen and burgesses of the borough of Warrington (in this section referred to as the Corporation) the following provisions shall have effect unless otherwise agreed on in writing between the Corporation and the Company under their respective common seals (that is to say):—

- (1.) The Company shall not stop up or interfere with the public footway over Slutcher's Lane in the parish of Warrington unless and until they shall at their own expense have constructed and provided a substituted footway or footpath :
- (2.) The Company shall at their own expense at the request of the Corporation construct two man-holes on the line of the main sewer of the Corporation and such man-holes shall be carried to the surface of the ground and be placed in such position as the Company and the Corporation may agree :
- (3.) If any of the works authorised by this Act intercept or interfere with any sewage carrier sewer drain gas or water main pipe or other work of the Corporation the Company shall not commence such works until they have given to the Corporation fourteen days previous notice in writing of their intention to commence the same by leaving such notice at the office of the town clerk of Warrington with a plan and section showing the proposed works and also showing how the said work of the Corporation is intended to be dealt with and until the Corporation shall have signified their approval of the same by writing under the hand of their surveyor or engineer but if the Corporation shall fail to signify their approval or disapproval and in case of disapproval to give written particulars of their objections and requirements within fourteen days after service of such notice they shall be deemed to have approved of such plan and section The Company shall comply with and conform to all reasonable alterations in the mode of dealing with the said work of the Corporation and other reasonable requirements of the Corporation or of their surveyor or engineer in the execution of the said works and such works shall be done to the reasonable satisfaction of the surveyor or engineer of the Corporation :



A.D. 1890.

(4.) If any interruption whatsoever in the supply of gas or water by the Corporation shall be in any way occasioned by the Company or by the acts of any of the contractors agents workmen or servants or of any person in the employ of them or any or either of them the Company shall pay and make compensation to the Corporation for all expenses loss or damage sustained by the Corporation through loss of gas or water or interference with the Corporation in the performance of their obligations as to the supply of gas and water and shall indemnify them against all damages penalties and costs which may arise directly or indirectly from any such interruption of supply :

(5.) All works executed by the Company for the Corporation shall be completed by and at the expense of the Company and shall thereafter be as fully and completely the property of and under the direction jurisdiction and control of the Corporation as any works of the Corporation now are :

(6.) If any difference shall arise between the Company and the Corporation as to the true intent and meaning of this section or as to anything to be done or not to be done thereunder such difference shall be determined by an engineer to be appointed (unless otherwise agreed on) on the application of the Company or the Corporation by the President of the Institution of Civil Engineers whose decision shall be final and binding on both parties and the costs of the reference shall be borne as he shall direct.

22. The following provisions for the protection and benefit of the County Council of the county of Chester (in this section called the county council) shall have effect:—

For the  
protection of  
the County  
Council of  
the county  
of Chester.

(1.) Before the Company proceeds to construct the extended bridge or any portion thereof by this Act authorised for carrying the road leading from Sandbach to Middlewich over the Company's railway near Sandbach station (in this Act called the Crewe and Sandbach Widening) they shall to the reasonable satisfaction of the surveyor of the county council (herein-after called the county surveyor) and at the cost of the Company and in accordance with plans and sections to be previously submitted to and reasonably approved of by such surveyor construct and maintain a good and sufficient temporary bridge for the use of the traffic passing upon and along the said road :

(2.) If in the execution of the works required for constructing or maintaining either the extended bridge or the said temporary bridge it shall be necessary or expedient to interfere with the

A.D. 1890.

said road such interference shall be so conducted that at all times during the progress of such works all persons and vehicles may pass and re-pass along the said road freely and without interruption of any kind:

- (3.) The Company shall during the progress and until the completion of such works make and carry into effect such arrangements for lighting and watching the portions of the road interfered with and the works of the said Crewe and Sandbach Widening as may be necessary to prevent danger or accident to persons and vehicles using the said road and if damage shall result from the failure of the Company to make and carry into effect such arrangements or by reason of any of the operations of the Company affecting the said road the Company shall be liable for such damage and the same may be recovered by the county council or by any person injured or their representatives in any court of competent jurisdiction:
- (4.) The paths channels kerbs and drains in upon under or along the said road taken up or interfered with shall be relaid and made good with new material where required to the satisfaction of the county surveyor:
- (5.) The roadway interfered with shall be relaid and restored to the reasonable satisfaction of the county surveyor and shall be maintained to the like satisfaction and at the expense of the Company for six months after completion in accordance with the provisions of this section:
- (6.) The existing width of the said road shall be maintained throughout and the gradient of the road shall not be altered.

For the  
protection  
of the Cor-  
poration of  
Wigan.

**23.** The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Wigan (in this section called the Wigan Corporation) shall apply and have effect:—

1. The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive so far as the same are applicable shall apply to the gas mains and pipes of the Corporation and whenever in those sections the word “company” or “society” is used the same shall for all the purposes of this Act be held to extend to and include the Corporation:
2. Whenever the gas mains or pipes of the Corporation shall be severed or interfered with by the works authorised by this Act and whenever in consequence of such works it is necessary for maintaining the supply of gas to lay additional gas 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 : A.D. 1890.

3. If by reason of the execution of any of the powers of this Act any increased length of gas mains or pipes shall become necessary the same shall be laid down by the Corporation at the expense of the Company.

**24.** In executing the widening of the Company's North Union Railway in the township of Ince-in-Makerfield the Company shall at their own expense alter and improve the existing subway or tunnel in manner following (that is to say) :— For the protection of the Ince-in-Makerfield Local Board.

1. The Company shall extend and widen the same at each end as shown on the plan signed by Francis Stevenson on behalf of the Company and Robert Winstanley on behalf of the Ince-in-Makerfield Local Board and dated the twenty-fifth day of June one thousand eight hundred and ninety :
2. The Company shall cause such subway or tunnel to be lined with white glazed bricks on either side up to the springing of the arch and shall provide in such tunnel one headlight not exceeding six feet in length and three feet six inches in width to be placed as near to the centre of the subway as the Company's engineer shall find reasonably practicable and three gas lamps which shall be lighted at the expense of the Company between dusk and daylight on every night throughout the year :
3. The Company shall improve Cemetery Road Bridge in the said township by widening the same so that the bridge shall when widened be thirty feet in width between the parapets which shall be close and of the height of six feet above the surface of the road on the said bridge.

**25.** Whereas by the Wigan Junction Railways Act 1875 it was provided that the Railway (C) by that Act authorised should be carried under the North Union Railway of the Company and that the works for and incidental to such crossing should be executed only according to plans and specifications to be reasonably approved by and under the superintendence and to the satisfaction of the principal engineer of the Company and in all things at the expense of the Wigan Junction Railways Company (herein-after called the Wigan Company) and that for the crossing by the said Railway (C) there should be a bridge of the clear width between its parapets of not less than eighty-two feet measured on the square : For the protection of the Wigan Junction and Manchester Sheffield and Lincolnshire Railway Companies.

And whereas the bridge for carrying the North Union Railway with the widening thereof by this Act authorised over the said Railway (C) will exceed eighty-two feet in width :



[Ch. cliv.] *London and North Western Railway* [53 & 54 Vict.]  
Act, 1890.

A.D. 1890.

Be it therefore enacted as follows (that is to say):—

In carrying the Ince Moss and Wigan Widening by this Act authorised over the site of the said Railway (C) the following provisions for the protection of the Wigan Company shall (unless otherwise agreed on in writing between the Wigan Company and the Company) apply to and be obligatory upon the Company in respect of so much of the bridge which will carry the North Union Railway as widened under the powers of this Act over Railway (C) as shall exceed the width of eighty-two feet (which portion is hereinafter referred to as “the bridge”) and nothing in this section contained shall in any way prejudice or affect the rights and obligations of the Company and the Wigan Company respectively under section fourteen of the Wigan Junction Railways Act 1875:—

- (1.) The Company shall carry the bridge over the said Railway (C) at the proposed crossing thereof as shown on the deposited plans according to plans and sections to be reasonably approved by and to be executed under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the Wigan Company and in all things at the expense of the Company:
- (2.) The bridge shall be a girder bridge the piers or abutments whereof shall be parallel to the said Railway (C) with a clear span of twenty-six feet measured on the square and with a clear headway of not less than fourteen feet six inches above the authorised level of Railway (C) and for the entire width of such bridge:
- (3.) The Company shall at all times maintain the bridge in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of the Wigan Company and if and whenever the Company fail so to do the Wigan Company 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 to be the reasonable amount of such expenditure shall be repaid to the Wigan Company 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:
- (4.) The Company shall not in any case without the previous consent in writing under the common seal of the Wigan Company take use enter upon or interfere with the railways works lands or property at any time belonging to or in the possession or under the power of the Wigan Company except



only such part or parts thereof respectively as it shall be necessary for the Company to take use enter upon or interfere with for making and maintaining the bridge : A.D. 1890.

(5.) With respect to the said Railway (C) works lands or property of the Wigan Company which the Company are by this Act authorised to take use enter upon or interfere with the Company shall not purchase and take the same but they may purchase and take and the Wigan 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 :

(6.) If any question or difference shall at any time arise between the Company and the Wigan Company touching any plans prepared by the Company for the construction of any of the works in this section provided for or as to the reasonableness or sufficiency of such plans or works the same shall be settled and determined by the engineers of the Company and the Wigan Company or failing agreement by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party and the decision of such last-named engineer shall be final and conclusive.

**26.** The following provisions for the protection of the Lancashire and Yorkshire Railway Company (herein-after referred to as the Lancashire and Yorkshire Company) shall apply and have effect:— For the protection of the Lancashire and Yorkshire Railway Company.

1. The Company shall construct the bridge to carry the Lancashire and Yorkshire Railway over the proposed widening of the North Union Railway by this Act authorised of the same width between the parapets as the existing bridge of the Lancashire and Yorkshire Company over the North Union Railway and in the event of the Lancashire and Yorkshire Company hereafter widening their railway the Company shall repay to the Lancashire and Yorkshire Company the cost of widening so much of such first-mentioned bridge as may be situate upon the lands of the Lancashire and Yorkshire Company to such an extent as shall enable the Lancashire and Yorkshire Company to place thereon two additional lines of railway :

2. The Company in constructing the widening of the North Union Railway and the works connected therewith by this Act authorised so far as the same affect the railway lands or works of the Lancashire and Yorkshire Company shall



A.D. 1890.

construct them according to plans and sections to be previously submitted to and reasonably approved by William Hunt or other the principal engineer for the time being of the Lancashire and Yorkshire Company and under the superintendence and in all respects to the reasonable satisfaction of such engineer :

3. In constructing and maintaining the said widening where the same affects the railway works or lands of the Lancashire and Yorkshire Company the Company and their contractors servants agents or workmen shall not obstruct impede or interfere with the free and uninterrupted and safe user of the railways or other works of the Lancashire and Yorkshire Company :
4. The Company shall at all times maintain all the works affecting the Lancashire and Yorkshire Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer of the Lancashire and Yorkshire Company and if and whenever the Company fail so to do the Lancashire and Yorkshire Company may make or do as well in and upon the lands of the Company or the lands required by them for the purposes of this Act as their own lands all such works and things as such principal engineer may reasonably think requisite in that behalf and the sum from time to time certified by such principal engineer to be the reasonable amount of such their expenditure shall be repaid to the Lancashire and Yorkshire Company by the Company and in default of payment may be recovered in any court of competent jurisdiction :
5. For the purpose of constructing the said widening the Company shall not except with the consent of the Lancashire and Yorkshire Company take use or interfere with any land or property of that Company but the Company shall acquire only an easement in and upon such of the works lands and property of the Lancashire and Yorkshire Company as may be necessary for the said widening and the Lancashire and Yorkshire Company may and shall grant such easement accordingly The amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :
6. The Company shall on demand pay to the Lancashire and Yorkshire Company all reasonable expenses of the employment



A.D. 1890.

by the Lancashire and Yorkshire Company during the construction of the works affecting the Lancashire and Yorkshire Company of a sufficient number of inspectors and watchmen to be appointed by the Lancashire and Yorkshire Company for watching their said railway and works with reference to and during the execution of the works of the Company and for preventing as far as may be all interference danger and accident from any of the operations or from the acts and defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise:

7. The Company shall be responsible for and make good to the Lancashire and Yorkshire Company all costs losses damages and expenses from time to time occasioned to the Lancashire and Yorkshire Company or to the said railway or any other of their works and property or to the traffic on the said railway or to any Company or person using the same by reason of the execution or failure of the works by this Act authorised or by any act or omission of the Company or any of the persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the Lancashire and Yorkshire Company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission as aforesaid:
8. The Company and the Lancashire and Yorkshire Company may agree for any variation or alteration in works in this section provided for or the manner in which the same shall be executed:
9. If any difference shall arise between the respective engineers of the Company and the Lancashire and Yorkshire Company as to the reasonableness of the plans sections and specifications herein-before provided for or as to the cost of the widening of the bridge to be repaid by the Company as herein-before provided such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the Lancashire and Yorkshire Company.

27. For the protection of the Company of Proprietors of the canal navigation from Leeds to Liverpool (in this section called

Provisions  
for the  
Leeds and

[Ch. cliv.] *London and North Western Railway* [53 & 54 Vict.]  
Act, 1890.

A.D. 1890. the Canal Company) the following provisions shall have effect  
(to wit):—

Liverpool  
Canal  
Company.

- (1.) In constructing the widening of the Company's North Union Railway across the canal towing-path River Douglas canal feeder works and lands of the Canal Company in the township of Wigan in the parish of Wigan in the county of Lancaster the Company shall not otherwise than by agreement with the Canal Company construct any works over the canal and towing-path more than twenty-eight feet in width to be measured from the east face of the existing bridge of the Company over the same nor deviate from the levels or mode of construction shown on the deposited sections:
- (2.) The Company shall not otherwise than by agreement purchase or take any land of the Canal Company but the Company may purchase and take and the Canal Company may and shall sell and grant accordingly an easement or right of using the land required for the construction of such widening (with not more than two lines of rail):
- (3.) Nothing herein contained shall prevent the Company from entering upon the lands and works of the Canal Company when and for such periods as may be necessary for the fulfilment of the Company's obligations under this section:
- (4.) The said widening shall be carried over the canal and towing-path of the Canal Company and the River Douglas and any approaches thereto by means of good and substantial bridges of brick stone wood or iron to be constructed by the Company at their own expense And in constructing the said bridges and the culvert over the canal feeder herein-after mentioned the Company shall not interrupt obstruct or interfere with the free flow of water from the said River Douglas and canal feeder into the Leeds and Liverpool Canal:
- (5.) The bridges shall be constructed with perpendicular foundation walls and that over the canal shall be constructed with only one opening or span over the entire width of the canal and towing-path and the clear height of the underside of the arch or (as the case may be) beams or girders of the bridge above the top water level of the canal shall throughout the whole breadth of the span be not less than sixteen feet and three inches The bridge over the River Douglas shall be constructed with the same opening or span and height as those of the existing bridge of the Company over the same river:
- (6.) For the purpose of carrying the said widening across the goit or canal feeder by which the waters of the said River



Douglas are conveyed into the Leeds and Liverpool Canal the Company shall construct a culvert of not less diameter inside than the culvert by which the existing railway is carried over the said goit or feeder and a plan and section of the intended culvert shall be sent by the Company to the engineer of the Canal Company one month before they begin to construct the same and the Canal Company shall at all times have free access to such culvert for the purpose of clearing out the same : A.D. 1890.

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

(8.) The Company shall at their own expense maintain the bridges culverts and the works thereof of the height and width or diameter and so constructed as aforesaid and in perfect repair at all times unless they abandon the railway or the portion thereof which crosses the canal River Douglas or the canal feeder and in either of those cases they shall (if required so to do by the Canal Company but not otherwise) remove the said bridges and works at the expense of the Company :

(9.) If and whenever the height of the bridges culvert or works shall by subsidence of the ground be lowered below the height herein-before prescribed the Company shall at their own expense restore the same to that height as soon as reasonably may be :

(10.) The Company shall make good all damage that may be occasioned to the works or property of the Canal Company by the construction renewal or want of repair of any of the Company's works or by any such subsidence as aforesaid ; but

(A.) In every case of pressing necessity ; and

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

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

(11.) If and whenever by any act or omission of the Company any part of the canal or towing-path shall be obstructed or rendered dangerous to boats barges or other vessels navigating or using the canal the Company shall pay to the Canal

A.D. 1890.  
—

Company as or by way of ascertained damages the sum of two hundred pounds for every day during which the obstruction or danger shall continue and so in proportion for any less time than a day :

(12.) Provided that nothing in this Act contained shall prevent the Canal Company or any owner of boats or barges from recovering from the Company (in addition to the ascertained damages herein-before mentioned) any special damage that may be sustained by the Canal Company or such owner in consequence of the stoppage or hindrance to the traffic upon the canal or in consequence of the interruption obstruction or interference with the free flow of water in the River Douglas and canal feeder or in consequence of the works to be executed by the Company or by the Canal Company for the Company under the provisions herein-before contained or by reason of any such subsidence as aforesaid or on account of any other act or omission of the Company :

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

(14.) All questions and differences which may at any time arise between the Company and the Canal Company as to the construction or effect of sub-sections 1 2 3 4 5 or 6 of this section or the performance observance non-performance or non-observance of any of the provisions thereof or any matters connected therewith or consequent thereon shall be determined by an arbitrator to be appointed by the Company and the Canal Company or (if for fourteen days after the question or difference arises those two companies do not agree upon an arbitrator) by the Board of Trade upon the application in writing of both or either of those companies and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference and the cost of the arbitration shall be in his discretion.

Period for  
completion  
of new  
railways.

**28.** If the new railways by this Act authorised to be made by the Company 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 Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.



[53 & 54 VICT.] *London and North Western Railway* [Ch. cliv.]  
Act, 1890.

**29.** If the Company fail within the period limited by this Act to complete the last-mentioned new railways the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted railway or railways is or are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of such railway or railways and the said penalty may be applied for by any landowner or other person claiming to be compensated in reference to the railway or railways 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 to the Treasury and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854:

A.D. 1890.

Penalty imposed unless new railways opened within the time limited.

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 of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit named in such warrant or order and shall not be paid thereout except as hereinafter 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.

**30.** 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 has 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 have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of such railway or railways and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit:

Application of penalty for non-completion of railways.



[Ch. cliv.] *London and North Western Railway* [53 & 54 VICT.]  
Act, 1890.

A.D. 1890.

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 has 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 Court thinks fit to order on the application of the solicitor to the Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said court 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.

Power to  
Company  
to make  
new roads  
and other  
works.

**31.** Subject to the provisions of this Act the Company may in the lines and according to the levels shown on the deposited plans and sections relating thereto execute the works make the new roads and deviations or alterations of roads 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 herein-after mentioned and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes and in addition thereto may for the purposes aforesaid and for the purpose of extending their stations sidings warehouses coal wharves depôts and other accommodation for mineral goods and cattle traffic and for other purposes connected with their undertaking enter upon take and use the other lands hereinafter described and delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

(Footpath at  
Aylesbury.)

(1.) They may in the parish of Aylesbury in the county of Buckingham stop up and discontinue all rights of footpath over the level crossing on the Company's Aylesbury Branch at Dropshort Road and may carry the footpath over the railway by means of a footbridge :

(Foleshill  
bridle road.)

(2.) They may in the parishes of Holy Trinity Coventry and Foleshill or one of them in the county of Warwick make a new bridle road along the north-west side of the Company's Coventry and Nuneaton Railway from the bridle road which crosses that railway on the level at the south end of Foleshill



Station to the public road which crosses the said railway on the level at the said station and may stop up and discontinue so much of the existing bridle road as lies between the boundaries of the Company's property : A.D. 1890.

- (3.) They may in the parish of Wednesbury in the county of Stafford stop up and discontinue the following portions of the public footpath which crosses on the level the Company's Grand Junction and South Staffordshire Railways at points respectively three hundred yards and two hundred and twenty yards or thereabouts north-west of the footbridge at Bescot Junction Station (that is to say) So much thereof as lies in each case between the boundaries of the Company's property and may carry the said footpath over the said railways respectively by means of footbridges : (Footpath at Bescot.)
- (4.) They may in the township of Walsall Foreign in the parish of Walsall in the county of Stafford alter and divert so much of Wallow's Lane as lies between points respectively one hundred yards or thereabouts west and one hundred and forty yards or thereabouts south-east of the level crossing of that lane by the Company's South Staffordshire Railway and may carry the said lane over the said railway by means of a bridge and may stop up and discontinue so much of the said lane as lies between the boundaries of the Company's property : (Diversion of Wallow's Lane Bescot.)
- (5.) They may in the township of Pelsall in the parish of Wolverhampton in the county of Stafford stop up and discontinue so much of the footpath at the north end of Pelsall Station as crosses the Company's South Staffordshire Railway on the level and is bounded on both sides by the Company's property and may carry the footpath over the railway by means of a footbridge in accordance with the plan thereof signed in duplicate by Robert William Duff the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred : (Footpath at Pelsall.)
- (6.) They may in the parish of Norton-under-Cannock in the county of Stafford alter the levels of so much of the road which crosses on the level the Company's Norton Branch Railway at or near the Red Lion Inn Little Norton as lies between points respectively forty yards or thereabouts west and forty-five yards or thereabouts east of the said level crossing and also of so much of the road leading from the first-mentioned road to the said inn as extends for a distance of thirty-five yards or thereabouts from the junction of the (Lion Crossing Little Norton.)

[Ch. cliv.] *London and North Western Railway* [53 & 54 VICT.]  
Act, 1890.

A.D. 1890.

(Footpath  
and land  
at Acton  
Bridge.)

said roads and may carry the said first-mentioned road under the railway by means of an archway or opening and may stop up and discontinue all rights of way over the said level crossing :

- (7.) They may in the township of Acton in the parish of Weaverham in the county of Chester in substitution for the new footpath authorised by sub-section 7 of section 31 of the London and North Western Railway Act 1888 make a new footpath commencing by a junction with the footpath which crosses the Company's Grand Junction Railway on the level one hundred and fifty-five yards or thereabouts south-east of the booking office at Acton Bridge Station at a point on such footpath one hundred and thirty yards or thereabouts south-east of the said level crossing and terminating by a junction with the public road leading from Acton Bridge Station to Weaverham at a point one hundred and twenty-five yards or thereabouts south-east of the Railway Inn at Acton Bridge and may stop up and discontinue so much of the existing footpath as lies between the commencement of the said new footpath and the said public road :

And they may for the purposes of this section enter upon take and use certain lands lying on the north side of and adjoining the said Grand Junction Railway and east of and adjoining the said Acton Bridge Station :

(Archways  
at Wapping  
Liverpool.)

- (8.) They may in the township and parish of Liverpool in the county of Lancaster widen and connect the two northernmost archways or openings by which the Company's railway to their Park Lane (Wapping) Goods Station is carried under the roadways at the junction of Park Lane James Street and Jamaica Street and may carry such roadways over the said archways or openings as widened and connected by means of a bridge :

(Roads at  
Tame Water  
Delph.)

- (9.) They may in the township of Saddleworth in the parish of Rochdale in the West Riding of the county of York alter and divert so much of the road known as Knar Lane leading from Tame Water to the public road between Oldham and New Delph as lies between the east side of the level crossing of the first-mentioned road by the Company's Delph Branch Railway and a point one hundred and seventy-five yards or thereabouts north-west of the said level crossing and may stop up and discontinue so much of the said first-mentioned road as lies between the boundaries of the Company's property and so much



of the occupation road which crosses the said railway on the level eighty yards or thereabouts north-west of the said level crossing as extends for a distance of thirty-five yards or thereabouts north of Knar Lane : A.D. 1890.  
—

- (10.) They may in the parish of Eglwys Rhos otherwise Llanrhos in the county of Carnarvon stop up and discontinue so much of the footpath which crosses the Company's Llandudno Branch Railway on the level at or near the north-west end of Deganwy Station as lies between the boundaries of the Company's property and may carry the said footpath over the said railway by means of a footbridge. (Footpath at Deganwy.)

**32.** With respect to the execution of the works and the exercise of the powers in the borough of Walsall by this Act authorised the following provisions shall have effect (that is to say) :— For the protection of the Corporation of Walsall.

- (1) The bridge for carrying Wallow's Lane over the Company's South Staffordshire Railway shall be constructed so that the inside width between the parapets of such bridge and between the fences of the approaches thereto shall be not less than twenty-five feet throughout and so that the approach on the easterly side shall not be steeper than one in twenty-five and the approach on the westerly side not steeper than one in thirty-three :
- (2) A footpath shall be formed on the north side of the said bridge and the approaches thereto and such footpath shall be of a width of six feet and shall be kerbed and channelled :
- (3) The parapet walls of the said bridge shall not be less than seven feet clear above the road and the Company shall construct a close boarded fence for a distance of thirty feet on each side of the said bridge :
- (4) The Company shall give and grant to the mayor aldermen and burgesses of the borough of Walsall without making any charge for the same the right to construct a sewer for draining Wallow's Lane aforesaid under and across the Company's line of railway near the site of the present level crossing and in such position as the principal engineer of the Company shall approve and such sewer shall be carried under the railway and property of the Company by means of a walled passage or culvert :
- (5) Provided always that all the works and acts of the said mayor aldermen and burgesses in constructing the said sewer and walled passage or culvert under the railway or property of the Company shall be executed and done only under the superintendence and control and to the reasonable satisfaction in all things of the said principal engineer of the Company and at

[Ch. cliv.] *London and North Western Railway* [53 & 54 Vict.]  
Act, 1890.

A.D. 1890.

the sole cost and expense in all things of the said mayor aldermen and burgesses.

For the protection of the South Staffordshire Waterworks Company.

**33.** For the protection of, the South Staffordshire Waterworks Company (in this section called the Water Company) the following provisions shall unless otherwise agreed between the Company and the Water Company be observed and have effect (that is to say) :—

- (1.) The Company shall at their own expense and to the reasonable satisfaction of the Water Company relay so much of the existing four-inch distributing main of the Water Company in Wallow's Lane as may be interfered with in the execution of the proposed works in such position as may be agreed between the Company and the Water Company :
- (2.) If any difference shall arise between the Company and the Water Company under the provisions of this section the same shall be referred to and determined by an engineer to be agreed on between the parties or (if they cannot agree) to be appointed on the application of either of them by the President for the time being of the Institution of Civil Engineers and the award of such engineer shall be final and binding on both parties and the costs of the said arbitration shall be in the discretion of the arbitrator.

Power to Company to acquire additional lands &c.

**34.** 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 stations sidings warehouses coal wharves depôts and other accommodation of the Company for mineral goods and cattle traffic and for other purposes connected with their undertaking the lands herein-after described or referred to delineated on the deposited plans and described in the deposited books of reference relating thereto and may execute the works and exercise the powers herein-after mentioned and so far as such works are shown upon the deposited plans and sections in accordance with those plans and sections (that is to say) :—

In the county of London :—

(Lands at Delancey Street.)

Certain lands in the parish of Saint Pancras being the houses and premises numbered 1 2 3 4 5 and 6 Park Place West Delancey Street :

(Lands and bridges at Finsbury Avenue.)

Certain lands in the parish of Saint Leonard Shoreditch lying between and adjoining Wilson Street and Finsbury Avenue including the sites of Horse Shoe Alley King's Square and Prince's Square and all other streets and places within the



[53 & 54 VICT.] *London and North Western Railway* [Ch. cliv.]  
Act, 1890.

limits of the said lands and they may construct two bridges over Finsbury Avenue one at or near the south-eastern end of Horse Shoe Alley and the other at a point twenty-five yards or thereabouts north-east of Horse Shoe Alley : A.D. 1890.  
—

Certain lands in the parish of Saint Leonard Shoreditch lying on the east side of and adjoining Long Street and between the north end of that street and Harwar Street and they may extend for a distance of ten yards or thereabouts in an easterly and southerly direction the arch or bridge by which the North London Railway is carried over Long Street : (Long Street.)

In the county of Hertford :—

Certain lands in the parish of Watford lying on the north-east side of and adjoining the Company's London and Birmingham Railway and between that railway and Saint Alban's Road and at the back of the houses on the north side of Bedford Street : (Lands at Watford.)

In the county of Northampton :—

Certain lands in the parish of Thorpe Achurch lying on the north side of and adjoining the Company's Northampton and Peterborough Railway at or near Thorpe Station : (Lands at Thorpe.)

In the county of Warwick :—

Certain lands in the parish of Hampton-in-Arden lying on the north-east side of and adjoining the Company's London and Birmingham Railway at or near Hampton-in-Arden Station : (Lands at Hampton-in-Arden.)

Certain lands in the parish of Chilvers Coton lying on both sides of and adjoining the Company's Griff Branch Railway at and near its junction with the Company's Coventry and Nuneaton Railway : (Lands at Griff.)

In the county of Chester :—

Certain lands in the township of Newton-by-Tattenhall in the parish of Tattenhall lying on the south-west side of and adjoining the Company's Crewe and Chester Railway and west of and near Tattenhall Road Station : (Lands at Tattenhall Road.)

Certain lands in the township of Bollin Fee in the parish of Wilmslow lying on the west side of and adjoining the embankment at the south end of the viaduct carrying the Company's Crewe and Manchester Railway over the River Bollin north of and near to Wilmslow Station : (Lands at Wilmslow.)

In the county of Lancaster :—

Certain lands in the township of Widnes in the parish of Prescott lying on the west side of and adjoining the Company's Saint (Lands at Appleton.)

[Ch. cliv.] *London and North Western Railway* [53 & 54 VICT.]  
Act, 1890.

A.D. 1890.

Helens Railway at Appleton Station and north-east of and adjoining Page Lane :

(Lands at Moss Bank.)

Certain lands in the township of Windle in the parish of Prescott lying on the north-east side of and adjoining the Rainford branch of the Company's Saint Helens Railway and at and near Moss Bank Station :

(Lands at Bootle.)

Certain lands in the township of Bootle-cum-Linacre in the parish of Walton-on-the-Hill lying on the west side of and adjoining Derby Road and between Church Street and Strand Road and including the sites of Summerseat Campbell Street Tudor Street and Tudno Street :

Certain other lands in the same township and parish lying between and adjoining Derby Road and the Company's Alexandra Dock goods station and including the sites of Portland Place and Grimshaw Street :

(Lands at Longsight and extension of bridge.)

Certain lands at Longsight in the township of Gorton in the parish of Manchester lying to the south of Charlotte Street and on both sides of and adjoining Chapel Street and on the west side of and adjoining Samuel Street and including the sites of the portion of Chapel Street south of Charlotte Street and of the southern end of Samuel Street :

Certain other lands in the same township and parish lying on the south-east side of and adjoining Grey Street and between Clyde Street and Toll Bar Street and including the sites of so much of Toll Bar Street as lies south-east of Grey Street and of so much of Hadfield Street as lies south-west of Clyde Street and they may extend for a distance of twenty yards or thereabouts in an easterly direction the bridge which carries their Stockport and Manchester Railway over Grey Street :

(Lands at Oldham.)

Certain lands in the township of Oldham in the parish of Prestwich-cum-Oldham lying on the south side of and adjoining the Company's property near their new goods warehouse at Glodwick Road Station :

(Lands at Ince Moss.)

Certain lands in the township of Ince-in-Makerfield in the parish of Wigan lying on the north side of and adjoining the Wigan and Leigh Branch of the Leeds and Liverpool Canal and between the Company's North Union and Lancashire Union Railways :

(Lands at Chorley.)

Certain lands in the township and parish of Chorley lying on the west side of and adjoining Friday Street and between Brunswick Street and the Company's property at their new goods station at Chorley :



[53 & 54 VICT.] *London and North Western Railway* [Ch. cliv.]  
*Act, 1890.*

In the West Riding of the county of York :—

A.D. 1890.

Certain lands in the township of Saddleworth in the parish of Rochdale lying on both sides of and adjoining the Company's Huddersfield Canal and between the Dobcross Ironworks and Ward Lane : (Lands at Dobcross.)

Certain other lands in the same township and parish lying on the northern side of and adjoining Ward Lane and between the Company's Huddersfield Canal and Diggle Brook : (Lands at Diggle.)

Certain lands in the township of Marsden-in-Huddersfield in the parish of Huddersfield lying on the south side of and adjoining the Huddersfield Canal and near to and between Marsden Station and Smithy Holme : (Lands at Marsden.)

Certain lands in the township and parish of Dewsbury lying on the west side of and adjoining the station buildings at the Company's Dewsbury Station and forming part of the approach to the said station from Scargill Street : (Lands at Dewsbury.)

In the county of Radnor :—

Certain lands in the parish of Llanelwedd lying on the west side of and adjoining the Company's loop line connecting their Central Wales Railway with the Mid-Wales Railway near Builth Road Station and at or near the junction of the said loop line with the last-mentioned railway : (Lands at Builth Road.)

In the county of Brecon :—

Certain lands in the township of Rhosferig in the parish of Llanfihangel-Bryn-Pabuan lying on both sides of and adjoining the Company's Central Wales Railway and south of and adjoining the River Wye and they may stop up and discontinue so much of the public footpath which crosses the said railway on the level at a point one hundred and twenty yards or thereabouts south of the said river as extends from a point three hundred yards or thereabouts north-west of the said level crossing to the public road to Builth and may carry the same along the south bank of the said river under the said railway and thence to and along the new occupation road which joins the said public road at a point eighty yards or thereabouts west of the said footpath : (Lands at Rhosferig.)

In the county of Glamorgan :—

Certain lands in the parish of Llandeilo Talybont lying on the east side of and adjoining the Company's Swansea lines at and near Gorseinon Station : (Lands at Gorseinon.)

Certain lands in the township and parish of Swansea lying between and adjoining the Company's Swansea lines and the (Lands at Gorse Lane Swansea.)



[Ch. cliv.] *London and North Western Railway* [53 & 54 Vict.]  
Act, 1890.

A.D. 1890.

Oystermouth Road and near to and west of the junction with that road of Gorse Lane :

In the county of Flint:—

(Lands at  
Higher  
Kinnerton.)

Certain lands in the township of Higher Kinnerton in the parish of Dodleston lying on the west side of and adjoining the Company's Chester and Mold Railway and north of and adjoining the public road leading from Higher Kinnerton past Kinnerton Bridge Farm to Lower Kinnerton :

In the county of Carnarvon:—

(Lands at  
Penmaen-  
mawr.)

Certain lands in the parish of Dwygyfylchi lying on the north-west side of and adjoining the Company's Chester and Holyhead Railway and extending for a distance of three-quarters of a mile or thereabouts on each side of Penmaenmawr Station.

Exhibition  
of placards.

**35.** The Company shall not affix or exhibit or permit to be affixed or exhibited upon the parapets of any bridge constructed within the metropolis under the powers of this Act which face upon any street any placards or advertisements except such as relate to the business of the Company.

For protec-  
tion of  
sewers in  
the county of  
London.

**36.** 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 London County Council or of any vestry 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 council or by any such vestry 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 council 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 the council 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 council or vestry respectively shall have signified their approval of the same unless such council 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 council 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 the council or vestry respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works hereinbefore referred to by reason of the said intended works or any part thereof and shall save harmless the said council and every such vestry respectively against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the said council 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 council or any 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 the council 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 council or vestry as the case may be respectively as any sewers or works now are or hereafter may be.

A.D. 1890.

**37.** The Company shall from time to time pay to the vestry of the parish of Saint Pancras all rates leviable by or payable to them upon the respective assessments of any of the lands or property numbered upon the deposited plans 120 to 127 both inclusive in the parish of Saint Pancras or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company under the powers of this Act until the Company's works for strengthening their bridge abutment and retaining wall at Delancey Street are completed 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 in the month of April one thousand eight hundred and ninety notwithstanding that the buildings thereon or forming part thereof may have been taken down:

Local rates in Saint Pancras to be made good.

Provided always that the Company shall not be charged with or be liable to the payment of any such rates upon any property which now is or which shall become unoccupied otherwise than by reason of the Company's works aforesaid.

**38.** For the protection of the vestry of the parish of Saint Leonard Shoreditch (herein-after called the vestry) the following

For the protection of the vestry of



[Ch. cliv.] *London and North Western Railway* [53 & 54 VICT.]  
Act, 1890.

A.D. 1890.

the parish of  
St. Leonard  
Shoreditch.

provisions shall unless otherwise agreed between the vestry and the Company be observed and have effect (that is to say):—

1. It shall be lawful for the vestry to set up and affix under the extension of the bridge which carries the North London Railway over Long 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 the vestry and in default the same may be recovered from the Company by the vestry with full costs of suit by action in any court of competent jurisdiction:
2. The said extension shall be so constructed as to leave thereunder a clear span and headway throughout over and above the existing surface of Long Street not less than the span and headway of the existing bridge:
3. The bridges over Finsbury Avenue in the parish of Saint Leonard Shoreditch shall be so constructed as to leave thereunder clear spans of the full width of the avenue at the respective points of crossing and with headways throughout over and above the existing surface of the said avenue of not less than twenty-one feet:
4. The bridges as well as the extension of the bridge before-mentioned 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 extension of bridge shall be carried not less than eight feet in height and the parapets of the said bridges not less than six feet in height above the level of the rails and shall be of a reasonably ornamental character:
5. The Company shall not affix or exhibit or permit to be affixed or exhibited upon the said parapets facing the public streets any placards or advertisements except such as relate to the business of the Company:
6. The flanks or parts of any houses which may be partly removed or be altered by the Company for the purpose of the works shall be well and sufficiently restored or built up in a workmanlike manner to prevent any unsightly appearance to the reasonable satisfaction of the vestry:



7. The Company shall from time to time pay to the vestry of Saint Leonard Shoreditch 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 liable to be assessed to such rates and during such period 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 in the month of July one thousand eight hundred and ninety notwithstanding that the buildings thereon or forming part thereof may have been taken down. Provided always that the Company shall not be charged with or be liable to the payment of any such rates upon any building or property which is required for the making of a new street. A.D. 1890.

39. If in the removal and pulling down of any buildings which the Company are by this Act authorised to acquire it shall be necessary to raise sink or otherwise alter the position relatively to the surface of the ground of any main or service pipe or other apparatus laid down or used by the Gas Light and Coke Company or connected with any house or building for the supply of gas fourteen days' notice shall be given to the said Company previously to the commencement of any such work which shall be executed to the reasonable satisfaction of the engineer of the said Company or in case of difference of an engineer to be selected by the President for the time being of the Institution of Civil Engineers and every such work shall be so executed as to cause as little inconvenience as circumstances will admit to the Gas Light and Coke Company and the Company shall make compensation to the Gas Light and Coke Company for all loss or damage if any to their property which may be occasioned by the execution of the works by this Act authorised or any or either of them. For the protection of the Gas Light and Coke Company.

40. In exercising the powers by this Act conferred upon the Company with respect to the lands at Longsight in the township of Gorton in the parish of Manchester the following provisions for the protection of the Corporation of the city of Manchester (in this enactment called the Corporation) shall be binding upon the Company and the Corporation respectively and full effect shall be given thereto:— For the protection of the Corporation of Manchester.

(1.) All the piers or abutments and foundations of the extended bridge over Grey Street by this Act authorised shall extend and

[Ch. cliv.] *London and North Western Railway* [53 & 54 Vict.]  
Act, 1890.

A.D. 1890.

be made below the surface of the ground to such depth as shall be sufficient to allow the Corporation to make construct repair or relay any water or gas mains or other pipes which under or by virtue of any Act of Parliament the Corporation are authorised to lay down and construct;

(2.) The value of all water gas or other pipes or apparatus belonging to or under the control of the Corporation which may be in any street way court or passage which shall be stopped up or absorbed by the Company under the powers of this Act shall be paid to the Corporation by the Company on demand and thereupon the same water gas or other pipes or apparatus shall become the property of the Company;

(3.) Whenever in the execution of the powers of this Act it shall be necessary to alter or interfere with any of the gas water or other mains or pipes or apparatus belonging to the Corporation such alteration or interference shall be carried out by and under the direction of the Corporation but at the expense in all respects of the Company;

(4.) The cost of constructing providing and laying any new mains pipes or apparatus in substitution for those which may be rendered useless by such alteration shall be repaid to the Corporation by the Company on demand;

(5.) All and singular sum and sums of money herein provided to be paid by the Company to the Corporation may be recovered by the Corporation as a simple contract debt in any court of competent jurisdiction;

(6.) Any difference arising between the Company and the Corporation 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 the protection of  
the Gorton  
Local Board.

41. In carrying out under the provisions of this Act the construction of the extension of the bridge which carries the Company's Stockport and Manchester Railway over Grey Street in the township of Gorton and parish of Manchester the Company shall observe perform and fulfil the following provisions stipulations and conditions namely:—

The Company shall so construct the extension of the said bridge as to leave between such extension and the existing bridge a clear span of not less than sixty square yards:



The Company shall line with white glazed bricks the vertical walls under the extension of the said bridge and the sides and ends of the central pier under the existing bridge and so much of the wall under the north-west side of such bridge as extends from the surface of the road to the level of the springing of the arch from such central pier: A.D. 1890.

The Company shall provide fix and maintain to the reasonable satisfaction of the Gorton Local Board three lamps to be placed in such positions under the existing bridge and the extension as shall be agreed upon between the said board and the Company such lamps to be lighted at the cost of the Company at such time or times as the said board may reasonably require.

42. And whereas in the construction of the works by this Act authorised or otherwise in exercise by the Company of the powers of this Act it may happen that portions only of the lands houses or other structures or manufactories shown on the deposited plans may be sufficient for the purposes of the same 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 build. ings.

Therefore the owners of and other persons interested in the lands and structures described or referred to in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without such material detriment as aforesaid be required to sell and convey to the Company the portions only of their 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 and other parties interested therein by severance or otherwise If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or other person shall fail to notify to the Company that he alleges such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other

A.D. 1890.

questions required to be determined by them Provided always that if in the opinion of the said tribunal any such portions cannot be severed from the remainder of such property without such material detriment the Company may withdraw their notices to treat for the portion or portions 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 Provided also that if in the opinion of such tribunal any such portions can notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained The provisions of this section shall be stated in every notice given thereunder by the Company to sell and convey any premises.

Period for compulsory purchase of lands by Company.

**43.** The powers of the Company for the compulsory purchase of lands under the powers of this Act shall cease after the expiration of three years from the passing of this Act.

Power to deviate in construction of new roads &c.

**44.** The Company may in constructing the new roads and 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 as shown on the said sections.

Roads not to be stopped up till substituted roads completed.

**45.** The Company shall not stop up any road or footpath by this Act authorised to be stopped up until they shall have completed to the satisfaction of two justices and opened to the public the diversion of such road or footpath or the new road or footpath (if any) as the case may be by this Act authorised to be made in lieu of the road or footpath so to be stopped up Provided that the Company shall before applying to such justices for their certificate that such road or footpath is completed to their satisfaction give seven days' notice in writing of their intention to apply for the same to the road authority of the district in which such road or footpath is situate.



**46.** The new roads and footpaths to be made under the authority of this Act (except the stone iron or other structure carrying any new road or footpath over any railway which structure shall unless otherwise agreed 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 roads and footpaths will be situate are from time to time liable to be repaired or maintained Provided always that nothing in this section shall relieve the Company from any obligation to repair and maintain any road or footpath or any part thereof made or deviated for the purposes of the new railways and the improvement deviation and widenings of existing railways by this Act authorised which they would be bound to repair and maintain under the provisions of the Railways Clauses Consolidation Act 1845.

A.D. 1890.  
Provisions as to repair of new roads &c.

**47.** 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 diverted 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 diversion stopping up purchase or acquisition thereof respectively by this Act extinguished.

Extinguishment of rights of way.

**48.** The site and soil of the several roads streets footpaths courts passages thoroughfares or highways or portions thereof by this Act authorised to be diverted 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 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.

Vesting in Company of site and soil of portions of roads &c. stopped up.

**49.** Subject to the provisions of this Act the Company and the Great Western Company may from time to time enter upon take use and appropriate for the purpose of extending the station siding warehouse coal wharf dépôt mineral goods and other accommodation of the said companies and for other purposes connected with their joint station at Pontardulais the lands herein-after described or

Power to Company and Great Western Company to acquire lands at Pontardulais.

[Ch. cliv.] *London and North Western Railway* [53 & 54 VICT.]  
Act, 1890.

A.D. 1890. — referred to delineated on the deposited plans and described in the deposited books of reference (that is to say) :—

Certain lands in the parish of Llandeilo Talybont in the county of Glamorgan being the premises formerly known as the Prince of Wales Inn near Pontardulais Station.

Period for compulsory purchase of lands by Company and Great Western Company.  
Power to Company and Great Western Company to make agreements.

**50.** The powers of the Company and the Great Western Company for the compulsory purchase of lands under the powers of this Act shall cease after the expiration of three years from the passing of this Act.

**51.** The Company and the Great Western 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 owners to grant easements.

**52.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company or to the Company and the Great Western 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 to be executed by them respectively 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.

Restrictions on displacing persons of labouring class.

**53.—(1.)** None of the companies who are by this Act authorised to acquire lands by compulsion or agreement shall under the powers of this Act purchase or acquire in any parish in the metropolis as defined by the Metropolis Management Act 1855 twenty or more houses or in any other city borough or urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the company or companies exercising the said powers—

(a) Shall have obtained the approval in the case of the metropolis of the Secretary of State for the Home Department or in any other case of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the said Secretary of State or



A.D. 1890.

the Local Government Board (as the case may be) shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(b) Shall have given security to the satisfaction of the said Secretary of State or the Local Government Board (as the case may be) for the carrying out of the scheme.

(2.) The approval of the said Secretary of State or the Local Government Board (as the case may be) to any scheme under this section may be given either absolutely or conditionally and after the said Secretary of State or the Local Government Board (as the case may be) have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the said Secretary of State or the Local Government Board (as the case may be) may dispense with the last-mentioned requirement subject to such conditions if any as they may see fit.

(4.) Any provisions of any scheme under this section or any conditions subject to which the said Secretary of State or the Local Government Board (as the case may be) may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the said Secretary of State or the Local Government Board (as the case may be) out of the High Court.

(5.) If any of the said companies acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the said Secretary of State or the Local Government Board (as the case may be) by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom:

Provided that the court may if it think fit reduce such penalty.

[Ch. cliv.] *London and North Western Railway* [53 & 54 Vict.]  
Act, 1890.

A.D. 1890.

(6.) For the purpose of carrying out any scheme under this section any of the said companies may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands beyond the metropolis by any of the said companies for the purposes of any scheme under this section in the same manner in all respects as if the company or companies exercising the said powers were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) Any of the said companies may on any lands belonging to them or purchased or acquired under this section or any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by any of the said companies in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

Provided also that the said Secretary of State or the Local Government Board (as the case may be) may at any time dispense with all or any of the requirements of this sub-section subject to such conditions if any as they may see fit.

(8.) All buildings erected or provided by any company within the metropolis for the purpose of any scheme under this section shall be subject to the provisions of the Metropolitan Building Act 1855 and the Metropolis Management Act 1855 and any Acts amending those respective Acts.

(9.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or



[53 & 54 VICT.] *London and North Western Railway* [Ch. cliv.]  
*Act, 1890.*

provided by any of the said companies for the purpose of any scheme under this section. A.D. 1890.

(10.) The said Secretary of State may direct any inquiries to be held which he may deem necessary in relation to any scheme under this section and may appoint inspectors for the purposes of any such inquiry and the inspectors so appointed shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(11.) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(12.) The company or companies exercising the said powers shall pay to the said Secretary of State any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a reasonable sum to be fixed by the said Secretary of State for the services of such inspector or (as the case may be) shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(13.) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within three years before the passing of this Act which shall have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the said Secretary of State or the Local Government Board (as the case may be) under the powers of any previous Act relating to the Company shall for the purpose of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the said Secretary of State or the Local Government Board (as the case may be) is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by

[Ch. cliv.] *London and North Western Railway* [53 & 54 VICT.]  
Act, 1890.

A.D. 1890. such number of such persons as in the opinion of the said Secretary of State or the Local Government Board (as the case may be) they might have been sufficient to accommodate.

(14.) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Amending  
section 59  
of the  
London and  
North  
Western  
Railway Act  
1888.

54. Notwithstanding anything contained in section 59 of the London and North Western Railway Act 1888 the Local Government Board may dispense with all or any of the requirements of the said section so far as it relates to the Stalybridge Junction Railway by that Act authorised if they find on inquiry that the provision of dwellings by the Company exercising the powers of the said Act as regards the acquisition by the Company of houses occupied by the persons belonging to the labouring class for the purposes of that railway is having regard to the number of empty houses in the neighbourhood the state of trade or other circumstances unnecessary.

Abandon-  
ment of  
authorised  
Llanelly  
Station  
Railway.  
Abandon-  
ment not to  
affect right  
to compen-  
sation for  
damage to  
land by  
entry &c.  
for purposes  
of work  
abandoned.

55. The Company may and shall abandon the construction of the Llanelly Station Railway authorised by the London and North Western Railway (New Lines and Additional Powers) Act 1876.

56. The abandonment by the Company under the authority of this Act of the Llanelly Station Railway shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the London and North Western Railway (New Lines and Additional Powers) Act 1876.

Compensa-  
tion to be  
made in  
respect of  
work  
abandoned.

57. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to the Llanelly Station Railway the Company shall be released from all liability to purchase



or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof. A.D. 1890.

**58.** 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 connected with the railways or situate in the parishes respectively described or mentioned in the Second Schedule to this Act 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 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.

**59.** The agreement dated the first day of August one thousand eight hundred and eighty-nine and made between the Company of the one part and the Manchester Sheffield and Lincolnshire Railway Company of the other part as set forth in the Third Schedule to this Act is hereby confirmed and made binding on the parties thereto. Confirming agreement with Manchester Sheffield and Lincolnshire Railway Company.

**60.** For the purpose of better ascertaining the number of votes to which proprietors of stocks or shares of the Company are entitled the Company may require that in the case of stocks or shares to which several persons are jointly entitled whether beneficially or as trustees or otherwise all the stocks or shares to which such persons are so entitled shall be registered in the same name or names and in the same order of names and the Company shall not be bound to register the holders of any stocks or shares in cases to which this section applies otherwise than in accordance with this section : Provision as to votes in respect of shares or stocks held jointly.

Where at the time of the passing of this Act any persons are registered otherwise than as aforesaid the Company may apply to a superior court in a summary way or in such manner as may be directed by any rules of court for leave to amend the register in accordance with this section and the court after such notices inquiry or hearing as it thinks just may give leave accordingly subject to

[Ch. cliv.] *London and North Western Railway* [53 & 54 VICT.]  
Act, 1890.

A.D. 1890. such conditions if any and on such terms as to costs as the court thinks just:

Any person aggrieved by any requirement or refusal of the Company under this section may in like manner apply to the court and the court may make such order on such terms as to costs or otherwise as the court thinks just:

Expressions in this section have the same meanings as in the Companies Clauses Consolidation Acts.

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

**61.** The Company may apply to any of the purposes of this Act 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 shares stock debenture stock or mortgage by virtue of any Acts relating to the Company and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Power to  
Great  
Western  
Company to  
apply cor-  
porate funds  
to purposes  
of Act.

**62.** The Great Western Company may apply to the purposes of this Act which they are empowered to carry into execution and 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 shares stock debenture stock or mortgage by virtue of any Acts relating to that Company and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Saving  
rights of the  
Duchy of  
Lancaster.

**63.** Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to Her Majesty in right of Her Duchy of Lancaster without the consent in writing of the chancellor for the time being of the said duchy first had and obtained (which consent the said chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by Her Majesty Her heirs or successors in right of Her said duchy.

Saving  
rights of  
the Crown.

**64.** Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or



[53 & 54 VICT.] *London and North Western Railway* [Ch. cliv.]  
*Act, 1890.*

alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty Her heirs or successors. A.D. 1890.

**65.** Nothing in this Act contained shall exempt the Company and the Great Western 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. Provision as to general railway Acts.

**66.** 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. Costs of Act.

A.D. 1890.

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

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

No. on deposited Plans.	Parish.	Description of Property.
DAVENTRY AND LEAMINGTON RAILWAY.		
10	Daventry	- Lawn garden and forcing frames.
16	Leamington	Lime and cement works saw pit carpenters' shop
	Hastings.	masons' sheds lime kilns spoil bank canal arm dock wharves disused kilns tramways and occupation road.
7	Stockton	- Quarry tramways spoil bank lime works sheds kilns mills engine-rooms blacksmith's shop wharves and occupation road.
21	Stockton	- Tramways slope and plantation.
3	Long Itchington	Canal arm.
8	Long Itchington	Lime and cement works mills engine-rooms kilns wharves spoil bank tramways land and out-build- ings and occupation road.
ASHBOURNE AND BUXTON RAILWAY.		
13	Ashbourne	- Garden.
14	Ashbourne	- Garden and half of river.
56	Ashbourne	- Timber yard workshop saw mill garden yard and out- buildings.
CROMFORD AND HIGH PEAK RAILWAY IMPROVEMENT.		
69	Bradbourne	Rough ground.
CREWE AND SANDBACH WIDENING.		
7	Warmingham	- Farmyard pond granary and cart-house.
18	Warmingham	- Orchard.
35	Warmingham	- House garden greenhouse and outbuildings.
INCE MOSS AND WIGAN WIDENING.		
5	Wigan	- - Private siding and slopes.





A.D. 1890.

THIRD SCHEDULE.

An AGREEMENT made and entered into the first day of August 1889 between  
THE LONDON AND NORTH-WESTERN RAILWAY COMPANY (herein-after  
called "the North Western Company") of the one part and THE  
MANCHESTER SHEFFIELD AND LINCOLNSHIRE RAILWAY COMPANY (herein-  
after called "the Sheffield Company") of the other part.

WHEREAS the North Western Company and the Great Northern Company  
are joint owners of a line from Market Harborough to Bottesford with a  
branch to Saxondale Junction on the Great Northern Company's line  
between Bottesford and Nottingham And whereas by the Great Northern  
and London and North Western (Joint Powers and New Lines) Act 1874 the  
North Western Company were authorised to run over and use with their  
engines and carriages of every description and with their clerks officers and  
servants so much of the Nottingham and Grantham branch of the Great  
Northern Railway as lies between Bottesford and the town of Nottingham  
together with the stations of the Great Northern Railway Company at  
Nottingham and also so much of the undertaking of the Great Northern  
Railway Company as lies between Bottesford and Askerne Junction and  
also so much of the undertaking of the Great Northern Railway Company as  
was authorised by the Great Northern Railway (Derbyshire and Stafford-  
shire) Act 1872 together with the stations watering places water booking  
offices warehouses landing places sidings works and conveniences connected  
with the lines herein-before mentioned And whereas by the Great Northern  
Railway Act 1880 the powers and privileges conferred upon the North  
Western Company by the aforesaid Act of 1874 were extended so as to apply  
to and include the railways thereby authorised including among other lines  
the railway of the Great Northern Railway Company from Basford to  
Annersley known as the Leen Valley Railway And whereas by a Bill now  
being promoted in Parliament by the Sheffield Company powers are sought  
to construct certain railways described in the said Bill (herein-after referred  
to as the said proposed lines) forming a continuous line of railway com-  
mencing by a junction with the Beighton branch of the Sheffield Company  
and terminating at Annersley by a junction with the said Leen Valley  
Railway together with the branch lines to Chesterfield and other places as in  
the said Bill described And whereas the railways of the North Western  
Company form junctions with the Sheffield Company's railways at Ardwick  
Guide Bridge Dukinfield and Stalybridge and under and by virtue of the  
Garston and Liverpool Railway Act 1861 and certain agreements between  
the North Western Company and the Sheffield Company the North Western  
Company have power to run over and use with their engines and carriages  
and servants and for the purposes of traffic of all kinds the railways of the  
Sheffield Company between Ardwick Guide Bridge and Stalybridge and  
Sheffield respectively including the stations sidings watering places buildings  
and appurtenances works and conveniences belonging to or connected with  
the said portions of railway respectively And whereas a large traffic will



A.D. 1890.

arise upon the lines sought to be authorised by the said Bill destined for places in the south and west upon the lines of the North Western Company or to which the lines of the North Western Company form the nearest or most convenient route and vice versâ and in order to accommodate the said traffic and for the efficient interchange of traffic between the two companies it is expedient and it would be of great public and local advantage that the North Western Company should have running powers as herein-after mentioned over the said proposed lines and over the Sheffield Company's line from Beighton to Sheffield And whereas by the granting of running powers to the North Western Company over the said proposed lines the traffic thereupon will be largely increased to the advantage of the public and the Sheffield and North Western Companies respectively and for the other considerations herein-after mentioned the Sheffield Company has agreed to grant such running powers and the North Western Company have agreed to support the application to Parliament for powers to make the said proposed lines and to confirm the agreement herein contained Now these presents witness and it is hereby agreed by and between the parties hereto on behalf of themselves their successors and assigns as follows :—

1. The North Western Company shall be entitled to run over and use with their engines and carriages of every description and with their clerks officers and servants and for the purposes of traffic of all kinds except as herein-after mentioned all or any part or parts of the said proposed lines and also so much of the existing railways of the Sheffield Company as lies between the junction of the said proposed lines with the Beighton branch of the Sheffield Company and Sheffield together with (but subject to the provisions herein-after contained) the use of all stations upon the said lines including the use of Sheffield station together also with the watering places booking offices and other offices warehouses landing places sidings works and conveniences connected with the said lines and stations respectively but so that the North Western Company shall not without the consent in writing of the Sheffield Company take up any passenger parcel animal goods or mineral traffic passing between any two stations or places upon the portions of railway over which running powers are hereby granted to the North-Western Company.

2. The North Western Company shall have power to fix the through rates and fares for any traffic carried or to be carried by them under the powers conferred upon them under this agreement such through rates and fares subject to the provisions herein-after contained with respect to certain traffic to be divided by mileage after deduction of the usual clearing house terminals (except on mineral traffic the terminal on which shall be 3*d.* per ton at each end) paid on paid outs proportion payable to other companies Government duty and an allowance to the North Western Company out of the proportion payable to the Sheffield Company of 33½ per cent. for working expenses.

3. Subject to the last preceding article and whether the running powers conferred by this agreement are exercised or not there shall be a complete system of through rates and fares between the systems of the two companies viâ the said junction at Annersley including so far as the two companies or either of them have power any lines owned jointly by either company with



[Ch. cliv.] *London and North Western Railway* [53 & 54 VICT.]  
Act, 1890.

A.D. 1890. — any other company such through rates and fares to be fixed in case of difference by arbitration as herein-after provided and to be divided subject to the provisions herein-after contained with respect to certain traffic by mileage after deduction of the terminals before mentioned paid ons paid outs proportions payable to other companies and Government duty.

4. The Sheffield Company shall afford to the North Western Company all such reasonable facilities and accommodation as regards all kinds of traffic as is usual between railway companies for the convenient exercise of the said running powers as well as for the convenient conduct and exchange of traffic passing or destined to pass between the systems of the two companies and the North Western Company shall be entitled to have their own clerks officers and servants at any of the stations of the Sheffield Company used by them under this agreement and the Sheffield Company shall find all reasonable accommodation for such clerks officers and servants.

5. The terms conditions and regulations to which the North Western Company shall be subject in respect of the use of the stations on the railway of the Sheffield Company used under the terms of this agreement and the services to be rendered and accommodation to be afforded to the North Western Company thereat whether for goods or passengers and the charges to be paid by them for the same (but as regards goods stations only where an arbitrator shall by reason of special or separate accommodation or otherwise consider the terminals herein-before provided not sufficient remuneration) and any other question arising out of the user of the said stations shall be determined by mutual agreement between the companies parties hereto or failing agreement shall be settled and determined by arbitration in manner herein-after provided Provided nevertheless that in case the North Western Company shall cart and invoice or either goods traffic they shall be allowed a sum not exceeding the actual cost of such cartage or invoicing to be agreed or in case of dispute settled by arbitration as herein-after provided.

6. In the division of receipts arising from traffic the mileage due to each company shall be determined in accordance with the clearing house regulations and the payments made in accordance therewith except that (1) with respect to any traffic carried by way of the said proposed lines arising at Sheffield and destined for stations or places on the railways of the North Western Company north of a line drawn from east to west through Coventry or vice versâ which traffic is at present carried and exchanged viâ Guide Bridge the Sheffield Company shall be entitled to the same mileage as if the traffic had been carried by Guide Bridge (2) with respect to traffic arising at Sheffield and destined for London or stations and places reached through London or vice versâ and carried by the said proposed lines the Sheffield Company shall during the continuance of an agreement between the Great Northern Company and the Sheffield Company dated 1st October 1860 be credited with a mileage of 34 miles.

7. Nothing in this agreement shall prejudice or affect the right of the North Western Company either under an agreement with the Sheffield Company dated the 13th April 1867 and scheduled and confirmed by the



[53 & 54 VICT.] *London and North Western Railway* [Ch. cliv.]  
*Act, 1890.*

London and North Western (Additional Powers) Act 1868 or under the provisions of the Garston and Liverpool Railway Act 1861. A.D. 1890.

8. All matters of difference which may at any time arise between the Sheffield Company and the North Western Company under this agreement or in relation to any of the matters provided for in this agreement whether the difference arises as to the construction of the agreement or otherwise shall from time to time be referred to arbitration in accordance with the provisions of the Railway Companies' Arbitration Act 1859.

9. Either of the companies parties hereto may apply to Parliament for the confirmation of this agreement in the next or any subsequent session and the other party shall consent to and concur in such application.

In witness whereof the two companies parties hereto have caused their common seals to be hereunto affixed.

Passed under the common seal of the above-named  
London and North Western Railway Company  
in the presence of

(Signed) F. HARLEY  
Secretary.



Passed under the common seal of the above-named  
Manchester Sheffield and Lincolnshire Railway  
Company in the presence of

(Signed) E. ROSS  
Secretary.



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