



### CHAPTER liii.

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 for other purposes.

A.D. 1897.

[3rd June 1897.]

**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 railway and to make the new and alter and stop up the existing road and footpaths and to make the conduit or line of pipes and 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 :

And whereas plans and sections showing the respective lines and levels of the railway and other works by this Act authorized 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 and riding within which those works will be constructed and those lands are situate which plans sections and books of reference are in this Act respectively referred to as the deposited plans sections and books of reference :

And whereas it is expedient that the junction at Weedon authorised by the London and North Western Railway Act 1893 should be abandoned :

And whereas it is expedient that further powers should be conferred upon the Company in respect of their own undertaking

A.D. 1897. — and upon the Company and the Great Western Railway Company in respect of the West London Railway and Kensington Station and the Wrexham and Minera Railway and Chester Station and upon the Company and the Lancashire and Yorkshire Railway Company in respect of the North Union Preston and Longridge and Preston and Wyre Railways and upon the Company and the Great Northern Railway Company in respect of the Market Harborough and Nottingham Railway and upon the Company and the Caledonian Railway Company in respect of the Carlisle Citadel Station with respect to the sale or other disposal of lands acquired but which are not or eventually may not be required for the purposes of the said undertakings respectively :

And whereas it is expedient that the Company should be empowered to apply their funds to the purposes of this Act :

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

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

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

Short title. 1. This Act may be cited for all purposes as the London and North Western Railway Act 1897.

Incorporation of general Acts. 2. The following Acts are (except where expressly varied by this Act) incorporated with and form part of this Act (that is to say) :—

The Lands Clauses Acts ; and

The Railways Clauses Consolidation Act 1845.

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

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 : A.D. 1897.

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 line shown on the deposited plans and according to the levels shown on the deposited sections the new railway herein-after described with all proper stations sidings roads approaches works and conveniences connected therewith 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 the purposes thereof or in connexion therewith : Power to Company to make railway.

The new railway herein-before referred to and authorised by this Act is—

A railway (to be called the Croxley Branch) three furlongs eight chains and seventy links in length to be situate in the parishes of Watford and Rickmansworth in the county of Hertford commencing by a junction with the Company's Rickmansworth Branch Railway and terminating on the north side of the River Gade near the Croxley Paper Mills. (Croxley Branch.)

5. 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 enter upon take and use for the purpose of rearranging in connexion with the said railway the boundaries of the common or commonable lands known as Common Moor in the parish of Watford the lands herein-after more particularly described delineated on the said deposited plans and described in the said deposited books of reference (that is to say) :— Provision as to Common Moor.

(1) Certain lands in the said parish of Watford lying on the north side of and adjoining the said Rickmansworth Branch Railway and west of and near to the junction therewith of the said intended railway ;

(2) Certain other lands forming part of the common aforesaid lying on the south side of and adjoining the said Rickmansworth

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- (3) Certain other lands also forming part of the said common and lying on the east side of the intended railway and at and near its proposed termination :

And the Company shall substitute for the portions of the said common or commonable lands acquired by them the lands firstly herein-before described which shall be thrown into and form part of the said common or commonable lands and shall be subject to the common and other rights and privileges including manorial rights now enjoyed over or in respect of the portions of the said common or commonable lands so taken by the Company and thereupon all existing rights and privileges over the said last-mentioned lands shall be extinguished and subject to the foregoing provisions of this section the Company may sell and dispose of any of such common or commonable lands as are not required for the purpose of the said railway.

Rates &c. for railway.

6. The railway by this Act authorised shall for all purposes whatever be part of the Company's undertaking and the Company may demand and take in respect of the merchandise conveyed thereover specified in the London and North Western Railway Company (Rates and Charges) Order Confirmation Act 1891 the rates and charges by that Act authorised in respect of the railways not therein specially mentioned.

Period for completion of new railway.

7. If the railway by this Act authorised be 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.

Penalty imposed unless new railway opened within the time limited.

8. If the Company fail within the period limited by this Act to complete the railway by this Act authorised 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 railway is completed and opened for traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the said railway and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 :

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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 herein-after provided :

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

Application  
of penalty  
for non-com-  
pletion of  
railway.

9. 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 by this Act authorised 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 the said railway 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 :

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 if a receiver has been appointed or the Company is insolvent or if the said railway or any part thereof has been abandoned be paid to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company.

Power to  
Company to  
make road  
diversion  
footpaths  
and other  
works.

10. 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 make the road diversion and other works herein-after described and may in the lines shown on the deposited plans make the new bridle road and footpaths and

A.D. 1897. alterations of footpaths herein-after described with all proper works and conveniences connected therewith respectively and may exercise the other powers herein-after mentioned and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those 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 herein-after described and delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

They may in the parish of Saint Pancras in the county of London notwithstanding anything contained in section 63 of the London and North Western Railway Act 1887 or in any enactment agreement or deed in that section mentioned or referred to—

(Archings  
and lands at  
Euston  
Amphill  
Square.)

Alter and reconstruct extend and enlarge the two northernmost archways or openings under each of the bridges carrying the roads on each side of the garden of Amphill Square over the Company's railway and in connexion therewith may widen on the south-east side thereof the road on the south-east side of Amphill Square where it passes over the said railway and may also widen Barnby Street on the south side thereof at and near its junction with the said road and they may enter upon take use and hold certain lands lying on the northern side of and adjoining the said railway between the said bridges:

And may convert into open cutting so much of the tunnel or covered way which carries Hampstead Road over the Company's railway as lies to the east of the said road and they may enter upon take use and hold certain lands being the premises No. 156 Hampstead Road:

They may in the township of Long Lawford in the parish of Newbold-upon-Avon in the county of Warwick—

(Footpath at  
Long Law-  
ford.)

Stop up and discontinue so much of the public footpath which leads from Bilton to Long Lawford and crosses the Company's London and Birmingham Railway on the level one hundred and twenty yards or thereabouts east of the bridge carrying the road from Bilton to Long Lawford over that railway as lies between the points of junction of the said footpath with the said road situate respectively ninety yards or thereabouts south and one hundred and fifty yards or thereabouts north of the said level crossing And they may

enter upon take use and hold certain lands in the same township and parish lying on the south side of and adjoining the said railway and north and east of and adjoining the said road at the said bridge : A.D. 1897.

They may in the township and parish of Newbold-upon-Avon in the county of Warwick—

Stop up and discontinue so much as lies between the boundaries of the Company's property of the public footpath leading from Easenhall to Cathiron Lane which crosses the Company's Trent Valley Railway on the level and may carry the said footpath along the north-eastern boundary of the said railway to the road which passes under the said railway at or near the said crossing : (Footpath at Newbold-upon-Avon.)

They may in the township of Baswich Milford and Walton in the parish of Baswich in the county of Stafford—

Alter and divert so much of the public road which crosses on the level the Company's Trent Valley Railway at Milford and Brocton Station as lies between points respectively one hundred and sixty yards or thereabouts south and two hundred yards or thereabouts north of the said level crossing and may carry the road over the railway and may stop up and discontinue so much of the said existing road as extends for a distance of thirty-five yards or thereabouts in a northerly direction from the southern boundary of the said railway on the eastern side of the said road : (Road at Milford and Brocton Station.)

They may in the township and parish of Leigh in the county of Lancaster—

Make the following new footpaths and footbridge (namely) :— (Footpaths at Leigh.)

- (1) A footpath along the eastern boundary of the Company's Bolton and Kenyon Railway from the footpath level crossing of that railway at a point two hundred and sixty yards or thereabouts north of the level crossing of Kirkhall Lane by the said railway to the footpath level crossing of the said railway opposite the Leigh Union Workhouse :
- (2) A footbridge over the said railway at or near the last-mentioned level crossing :
- (3) A footpath along the western boundary of the said railway from the said last-mentioned level crossing to the footpath level crossing of the said railway north-west of Hart's Farm :

And may stop up and discontinue so much of the footpath which crosses the said railway on the level two hundred and

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sixty yards or thereabouts north of Kirkhall Lane as extends from the eastern boundary of the Company's property to the junction of that footpath with the footpath which crosses the said railway on the level opposite the Leigh Union Workhouse and so much of the last-mentioned footpath as lies between the boundaries of the Company's property and so much of the footpath which crosses the railway on the level north-west of Hart's Farm as lies between the public road at the said workhouse and the western boundary of the Company's property :

(Leigh and Bedford footpath.)

And may stop up and discontinue so much of the public footpath known as Lovely Alley which passes along the south-eastern boundary of the Company's Bedford Leigh Branch Railway as lies to the northward of the Bedford Brook and between that brook and the eastern boundary of the Company's property and in lieu thereof may make a new footpath along the northern side of the said brook from the existing footpath to a new road from the Leigh and Bedford Station on the said branch railway to Green Lane End proposed to be constructed by the Leigh Urban District Council :

In the township of Stalybridge in the parish of Ashton-under-Lyne in the county of Chester and in the township of Mossley in the parish of Ashton-under-Lyne in the county of Lancaster—

(Footpath and lands at Blackrock Mossley.)

They may stop up and discontinue all rights of way over so much as lies between the boundaries of the Company's property of the public footpath and occupation road which cross on the level the Company's Huddersfield and Manchester Railway two hundred and thirty yards or thereabouts north of the bridge carrying that railway over Manchester Road at Blackrock Mossley and may carry the footpath over the railway by means of a footbridge and may enter upon take use and hold certain lands lying on the west side of and adjoining the said railway and north of and near to the said bridge.

In connexion with the Ashbourne and Buxton Railway authorised by the London and North Western Railway Act 1890 and now in course of construction they may exercise the powers and enter upon take and use the lands following all in the county of Derby (that is to say) :—

They may enter upon take use and hold—

(Lands at Thorpe Cloud.)

Certain lands in the township and parish of Thorpe lying on the west side of and adjoining the said railway and on both sides of and adjoining the road leading from Fenny Bentley

by way of the Dog and Partridge Inn to Thorpe and Dovedale : A.D. 1897.

Certain lands in the township and parish of Fenny Bentley lying on the west side of and adjoining the said railway and south of and adjoining the road from Ashbourne to Buxton where it crosses the said railway and may stop up and divert so much of the footpath in the same township and parish which crosses the said railway three hundred yards or thereabouts south of the point where the said railway crosses the said road as extends for a distance of three hundred and sixty yards or thereabouts in a north-westerly direction from its junction with the said road and may carry the footpath over the railway by means of a bridge :

(Footpath  
and lands at  
Fenny Bent-  
ley.)

They may enter upon take use and hold—

Certain lands in the township and parish of Tissington lying on the north-west side of and adjoining the said railway and on the south-west side of and adjoining the road leading from Ashbourne through Tissington to Bradbourn and may stop up and discontinue so much of the public footpaths in the same township and parish which cross the said railway one hundred and ten yards or thereabouts south-west and two hundred and forty yards or thereabouts north-east of the said road respectively as extend from their junctions with the said road to the south-eastern boundary of the said railway and in lieu thereof may make two new footpaths along the said south-eastern boundary between the said footpaths respectively and the said road :

(Footpaths  
and lands at  
Tissington.)

They may stop up and discontinue so much of the public footpaths in the township of Newton Grange in the parish of Ashbourne (detached) leading respectively from Parwich and Alsop-en-le-dale to the Ashbourne and Buxton Road and which join the said road at points respectively one hundred yards and one hundred and fifty yards or thereabouts south of the junction of Green Lane with that road near New Inns Farm as extend for distances of one hundred and forty yards and one hundred and seventy-five yards or thereabouts respectively from the said road and also the footpath in the township of Newton Grange in the parish of Thorpe (detached) which leads from the footpath secondly above described through New Inns Farm to the said road And in lieu thereof they may make a new footpath between the junction with the said road of the said second mentioned footpath and a point on that footpath one hundred and seventy-five yards or thereabouts

(Bridle road  
footpaths  
and lands at  
Alsop-en-le-  
dale.)

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from the said road and may carry the footpath under the railway by means of a subway :

They may enter upon take use and hold—

Certain lands in the township of Newton Grange in the parish of Thorpe (detached) and in the township of Eaton and Alsop in the parish of Ashbourne (detached) lying on the south-west side of and adjoining the said railway and north of and near the New Inns Farm and may stop up and discontinue so much of the bridle road in the township of Eaton and Alsop in the parish of Ashbourne (detached) leading from Alsop-en-le-dale to the Ashbourne and Buxton Road and which joins the said road fifty yards or thereabouts north of the junction of Oxclose Lane with the said road as extends for a distance of eighty yards or thereabouts from the said road and in lieu thereof they may make a new bridle road from a point on the Ashbourne and Buxton Road opposite Oxclose Lane aforesaid to a point on the same road two hundred and seventy yards or thereabouts north of the said lane and may carry the bridle road under the railway by means of a subway :

(Footpaths  
at Eaton  
and Alsop.)

They may stop up and divert so much of the public footpath in the township of Eaton and Alsop in the parish of Ashbourne (detached) which leads from the Ashbourne and Buxton Road to Coldeaton as lies between points one hundred and eighty-five yards and three hundred and forty yards or thereabouts respectively north-west of the said road and may carry the footpath under the railway by means of a subway :

They may stop up and discontinue so much of the public footpath in the township of Eaton and Alsop in the parish of Ashbourne (detached) in the fields numbered on the deposited plans of the said railway referred to in the said London and North Western Railway Act 1890 137 140 and 141 in the said parish as extends for a distance of three hundred and twenty yards or thereabouts in a northerly direction from the Ashbourne and Buxton Road and in lieu thereof they may make a new footpath along the north-eastern boundary of the said field numbered 141 between the said existing footpath and the said road :

(Footpaths  
at Biggin.)

They may stop up and divert so much of the public footpath in the township of Hartington Nether Quarter in the parish of Hartington leading from the Ashbourne and Buxton Road to Biggin as is situate in the fields numbered on the said deposited

plans 27 and 28 in that parish and may carry the footpath under the railway by means of a subway and they may also make a new footpath from the north-western corner of the said field numbered 28 to the said diverted footpath :

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They may stop up and discontinue so much of the footpath in the same township and parish leading from the Ashbourne and Buxton Road to Biggin in the fields numbered on the said deposited plans 52 54 and 56 in the said parish as lies between the western boundary of the said railway and a point ninety yards or thereabouts in an easterly direction from that boundary and in lieu thereof they may make a new footpath along the eastern boundaries of the fields numbered on the said plans 51 and 52 in the same parish between the said last-mentioned point and the public road from Ashbourne to Biggin :

They may stop up and divert so much as lies between the boundaries of the Company's property of the public footpath in the field numbered on the said deposited plans 59 in the said parish and may carry the footpath under the railway by means of a subway.

In connexion with the Railway No. 1 authorised by the London and North Western Railway (Heaton Lodge and Wortley Railways) Act 1892 now in course of construction they may exercise the powers following (that is to say) :—

They may stop up and discontinue so much of the footpath in the township of Liversedge in the parish of Birstal in the West Riding of the county of York leading from Little Gomersal to Rawfolds and situate in the fields numbered on the deposited plans referred to in the said Act 449 and 450 in the said parish as extends for a distance of one hundred and forty-five yards or thereabouts in a south-westerly direction from the footpath leading from Littletown to Spen Lower and may divert and carry over the railway by means of a bridge so much thereof as lies between points respectively one hundred and ten and one hundred and forty-five yards or thereabouts from the last-mentioned footpath and may make a new footpath from the said last-mentioned footpath along the south-eastern boundary of the said field numbered 449 to the said diversion :

They may stop up and divert so much of the public footpath in the township and parish of Birstal which leads from Nutter Lane Gomersal by way of Oakwell Hall to Drighlington Station as extends for a distance of two hundred and eighty yards or thereabouts north of Oakwell Hall and may carry the footpath over the railway by means of a bridge.

(Liversedge and Gomersal foot-path.)

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For the  
protection of  
the Duke of  
Bedford.

11. Whereas by the London and North Western Railway Act 1887 (herein-after called "the Act of 1887") the Company were (by section 20) empowered to acquire certain lands in and near Ampthill Square in the parish of Saint Pancras in the county of Middlesex and to execute works for the purpose among others of enlarging and extending their station and railway at Euston Square And whereas the Act of 1887 contained provisions (sections 63 and 64) for the protection of the Most Noble Francis Charles Hastings Duke of Bedford and his sequels in estate (who are therein and in this Act included in the expression "the Duke of Bedford") and for the protection of the lessees and tenants of the Duke of Bedford And whereas it is expedient that such provisions should be continued save in so far as the same interfere with the fulfilment of the objects of this Act and that such other provisions shall be made in relation to the matters aforesaid as are herein-after contained And whereas the Duke of Bedford has consented to the variation of the said provisions Be it therefore enacted as follows :--

- (1) Except in so far as the Company are by this Act expressly authorised nothing shall be done by the Company contrary to the restrictions and provisions imposed or created or maintained by section 63 of the Act of 1887 :
- (2) The Company may in widening on the south-eastern side thereof the road on the south-eastern side of Ampthill Square where it passes over the railway and in widening Barnby Street on the south side thereof at and near its junction with the said road as authorised by this Act and in executing the works incidental thereto take down and remove so much of the wall (which has been built or erected pursuant to the provisions of an agreement of the twenty-fourth day of February one thousand eight hundred and forty-six made between the Most Noble Francis Duke of Bedford and the London and Birmingham Railway Company) as is situate between the points marked A and B and C on the plan signed by James William Lowther the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and deposited in the Private Bill Office of that House and may also remove the enclosed area and plantation adjoining the said wall and the fence rails and kerbs enclosing the same between the said points and the Company shall as soon as may be after the completion of such widening rebuild and restore between the points and along the lines marked A and D and C on the said plan the portion of the said wall which shall have been pulled down and the said enclosed area and plantation or

portion thereof which may have been removed as aforesaid and the rails and kerbs enclosing such area and plantation in the position shown on the said plan and in the same state as the same were in before the same were pulled down and removed to the reasonable satisfaction of the steward of the Duke of Bedford :

- (3) So soon as the said new wall and the said enclosed area and plantation and the rails and kerbs enclosing the same shall have been rebuilt and restored as aforesaid the Company shall reconvey to the Duke of Bedford the freehold of the surface of the piece of land etched dark blue on the said plan (that is to say) the said wall and the said enclosed area and plantation but such reconveyance shall not include the structure of the said bridge or the land beneath :
- (4) The provisions of the said deed of the twenty-fourth of February one thousand eight hundred and forty-six with respect to the maintenance and repair by the Company of the said existing wall and plantation and the rails and kerbs enclosing the same (including the part thereof hereby authorised to be pulled down and removed) and restricting the making of openings in the said wall and carrying flues and chimneys up the same or otherwise in relation to the said wall shall apply in like manner to the new wall and enclosure to be made in place of the said existing wall and enclosure as aforesaid when the said new wall and enclosure shall have been erected laid out and made as aforesaid :
- (5) The Company shall when they reconstruct the two northernmost archways or openings under each of the bridges carrying the roads on each side of the garden of Amptill Square over the Company's railway with all reasonable expedition and at their own cost erect and maintain walls between the points marked G and H and the points marked K and I and the points marked P and Q on the said plan so as to be uniform with the respective walls adjoining on the south such new walls to be erected and made to the reasonable satisfaction of the steward of the Duke of Bedford :
- (6) The Company shall when they enter upon take use and hold the lands lying on the northern side of and adjoining the railway between the bridges carrying the roads on each side of the garden of Amptill Square over the Company's railway with all reasonable expedition and at their own cost erect and maintain a sufficient wall between the points marked H and K on the said plan and plant ivy and shrubs against the northern

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side of the said wall to the reasonable satisfaction of the steward of the Duke of Bedford and replace the existing tool house and refuse bin and do all such things as may be reasonably required to restore the lawn paths and borders of the garden to a proper condition and the designs for such new wall tool house and refuse bin shall previously to the erection thereof be submitted by the Company for the approval of the steward of the Duke of Bedford and the same shall not be erected otherwise than in accordance with the designs to be so approved provided such approval is not unreasonably withheld :

- (7) The Company shall when they enter upon the premises No. 156 Hampstead Road with all reasonable expedition and at their own cost erect and maintain a wall between the points marked L and M on the said plan so as to be uniform with the existing wall adjoining to the south in Hampstead Road and shall replace or renew as may be required the railings dwarf wall and stone kerb on the frontage of the said premises between the points marked M and O on the said plan with a gate and garden path made and gravelled to join the existing path leading from the door of the house into Hampstead Road and shall make and maintain an open iron fence between the points marked R and M on the said plan uniform with the existing fence to the eastward between the points marked Q and R on the said plan such new wall railing dwarf wall stone kerb and open iron fence to be erected and made to the reasonable satisfaction of the steward of the Duke of Bedford and the designs thereof shall previously to the erection thereof be submitted by the Company for the approval of the steward of the Duke of Bedford and the same shall not be erected otherwise than in accordance with the designs to be so approved provided such approval is not unreasonably withheld :
- (8) Before the Company shall sell any land which may be taken by them from the Duke of Bedford under this Act to any other person than the Duke of Bedford they shall offer the same to the Duke of Bedford and if he shall elect to purchase the same the price which he shall pay to the Company shall (in default of agreement) be ascertained in accordance with the Lands Clauses Consolidation Act 1845 relating to the re-purchase of superfluous lands :
- (9) The parapets of the bridges and the walls fences or railings on either side of the roadways in Amptill Square and in the

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Hampstead Road shall not be used for the posting of bills nor for any advertising purpose whatever nor shall any advertisements be exhibited on the Company's premises so as to be visible above such walls fences or railings from the roadway :

(10) The gradients of the roads intersecting abutting upon or adjoining any of the land taken by the Company as aforesaid shall not be altered :

(11) During the progress of the works by this Act authorised only one of the roadways in Ampthill Square shall be blocked or closed at a time :

(12) All works authorised by this Act in Ampthill Square and Hampstead Road shall be completed within twelve months from the first commencement of any such works and in case of any default the Company shall be liable to a daily penalty of twenty pounds recoverable by the Duke of Bedford in any court of competent jurisdiction :

(13) All the provisions herein-before contained for the protection of the Duke of Bedford shall during the term of any lease from the said duke existing at the passing of this Act and so far as such provisions may be applicable enure and be for the protection and benefit also of the lessees and occupiers for the time being of the houses on the estate of the Duke of Bedford in Ampthill Square or Hampstead Road.

**12.** And whereas the alteration and reconstruction of the bridges carrying the roads on each side of the garden of Ampthill Square over the Company's railway and the acquisition by the Company of a strip of land upon the northern side of the said railway between the said bridges will interfere with and take part of the garden ground or enclosure of Ampthill Square to the use and enjoyment of which the occupiers of the houses in the said square are entitled in common :

As to compensation in respect of houses in Ampthill Square.

And whereas the taking of such part of the garden ground or enclosure and the reconstruction of the said bridges and the exercise of the powers of this Act together with the consequent partial release or annulment of the restrictive provisions heretofore in force for the protection of the Duke of Bedford and the tenants on his estate may prejudicially affect the value of the houses in the said square and interfere with the comfort of the inhabitants thereof :

Therefore in order to remove all doubts and questions which might otherwise arise all persons being owners lessees or occupiers of or otherwise interested in any of the houses in Ampthill Square shall be entitled to compensation for the damage actual and consequential which may be sustained by them or any of them in respect

A.D. 1897. of any such houses or the said garden ground or enclosure in consequence of the deterioration or depreciation in value of the said houses which may be occasioned by reason of the exercise of any of the powers by this Act vested in the Company or the release or annulment of any of the restrictive provisions aforesaid such compensation to be ascertained and paid in manner provided by the Lands Clauses Consolidation Act 1845 :

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

Every such claim shall be made in writing not later than two years after the reconstruction of the said bridges :

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

For protec-  
tion of the  
Gas Light  
and Coke  
Company.

**13.** Whereas in the execution of the works by this Act authorised the mains pipes syphons and other works belonging to the Gas Light and Coke Company (in this section referred to as "the gas company") may be intersected or otherwise interfered with and it is expedient that the gas company should have full control over the execution of all works in any way affecting the supply by them of gas so as effectually to provide against the supply thereof being impeded Therefore the following provisions shall have effect for the protection of the gas company (that is to say) :—

- (1) All works matters or things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the gas company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the direction of and in such manner as shall be reasonably required by the engineer for the time being of the gas company and such works matters or other things shall not be commenced until after fourteen days' previous notice thereof in writing shall have been given to the gas company and the Company shall not lay down any such mains pipes syphons or other works contrary to the regulations of any Act of Parliament relating to the gas company Provided always that if the gas company shall elect themselves to execute any

portion of the works matters and things which the Company may by this Act be empowered or required to do or exercise with reference to or affecting the mains pipes syphons apparatus or other works of the gas company and of such their election shall give seven days' notice in writing to the Company by leaving the same at their head office in London the gas company may themselves execute that portion of the said works matters and things and the reasonable expense of and incident to the executing the same shall be repaid by the Company to the gas company on demand and such expense may be recovered from the Company in any court of competent jurisdiction :

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

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the execution of their works and on their completion shall provide a good and suitable foundation for every main pipe syphon or other work so undermined :

(4) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company or to any of their mains pipes syphons apparatus property works and conveniences by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission :

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

For the  
 protection of  
 sewers in the  
 metropolis.

14. 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 or district board of works constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or with any sewers or works to be made or executed by the said council boards or vestries or any of them or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control the Company shall not commence such works until they shall have given to the said council or to the district board or vestry as the case may be twenty-one days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such council board or vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such council board or vestry respectively shall have signified their approval of the same unless such council board or vestry as the case may be do not signify their approval disapproval or other directions within twenty-one days after service of the said plan section and particulars as aforesaid and the Company shall

comply with and conform to all orders directions and regulations of the said council and of the respective district board or vestry as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as such council boards or vestries respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the said council boards and vestries respectively against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the said council district board or vestry as the case may be at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the said council or any district board or vestry may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to such council board or vestry by the Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the said council district board or vestry as the case may be respectively as any sewers or works now or hereafter may be And nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the said council or the said respective boards or vestries or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed. A.D. 1897.

**15.—(1.)** The Company shall not execute or commence the erection of the bridges for carrying the roads on each side of Ampthill Square over their railway nor shall they execute or commence the conversion into open cutting of the tunnel or covered way carrying Hampstead Road over the Company's railway as authorised by this Act until they shall have given to the London County Council twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the office of the said council with plans sections and such other particulars as shall enable the council to ascertain the strength of the proposed bridges and until that council shall have signified their reasonable approval of the same unless that council fail to

Bridges  
under roads  
in the metro-  
polis.

A.D. 1897. signify such approval or their disapproval or other direction within twenty-one days after service of the said notice and delivery of the said plans sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said council in the execution and subsequent maintenance of every such bridge and the works connected therewith and shall save harmless the said council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the said council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said council may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or sections superintendence or otherwise shall be paid to the said council by the Company on demand.

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

For protection of tramways of London County Council.

16. Nothing in this Act or on the deposited plans and sections shall authorise the Company without the consent of the London County Council to alter or interfere with any part of the tramway of the council in the Hampstead Road.

For the protection of the vestry of Saint Pancras.

17.—(1.) The roadways of the portions of the roads in Ampthill Square which shall be interfered with by the Company in carrying out the works by this Act authorised shall be repaved with hard wood and the footways thereof with material similar to that disturbed and the paving of the portion of Hampstead Road which shall be so interfered with shall be reinstated Such paving and reinstatement shall be executed by the vestry of the parish of Saint Pancras at the cost of the Company.

(2.) During the reconstruction of the bridges under the roads in Ampthill Square the Company shall erect and keep open for public use a temporary footbridge of a width of six feet over the railway on the eastern side of the easternmost of the said bridges.

(3.) During the execution of the work under Hampstead Road the Company shall erect and keep open for public use a temporary footbridge of a width of six feet along the east side of the said road so far as the Company's works extend the same to be protected by a sufficient hand-rail and fender.

Power to Company to acquire additional lands &c.

18. 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):—

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In the county of Northampton—

Certain lands in the parish of Roade lying on the south-west side of and adjoining the Company's London and Birmingham Railway and on the north-west side of and adjoining the road from Northampton to Blisworth which crosses over that railway two hundred and forty yards or thereabouts north-west of Roade Station : (Lands at Roade.)

Certain lands in the parish of Gayton lying on the south-west side of and adjoining the Company's London and Birmingham Railway and three hundred and fifty yards or thereabouts north-west of the bridge which carries the road from Northampton to Gayton over that railway : (Lands at Gayton.)

Certain lands in the parish of Little Houghton lying on the north side of and adjoining the Company's Northampton and Peterborough Railway and west of the level crossing one thousand one hundred yards or thereabouts south-west of Billing Station known as Little Houghton level crossing : (Lands at Billing.)

Certain lands in the parish of Great Oxendon lying on the west side of and adjoining the Company's Northampton and Market Harborough Railway at Clipston and Oxendon Station : (Lands at Clipston and Oxendon Station.)

In the county of Warwick—

Certain lands in the parish of Long Itchington lying between the north-west corner of the Stockton Reservoir of the Warwick and Napton Canal and a point on that canal one hundred and thirty yards or thereabouts west of the junction therewith of the branch of the said canal leading to Messrs. Kaye and Company's blue lias lime and cement works Southam : (Lands at Stockton.)

Certain lands in the parish of Holy Trinity Coventry south of and near to Foleshill Station lying on the south-east side of and adjoining the Company's Coventry and Nuneaton Railway and between that railway and Lockhurst Lane : (Lands at Foleshill.)

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(Lands and line of pipes at Shilton.)

Certain lands in the parishes of Bulkington and Shilton or one of them lying on the south-west side of and adjoining the Company's Trent Valley Railway and north-west of and near to the bridge which carries Shilton Lane over that railway And the Company may in the line and according to the levels shown on the deposited plans and sections relating thereto make and maintain a conduit or line of pipes commencing in the parish of Exhall on the Company's Coventry and Nuneaton Railway at or near the north-east end of Hawkesbury Lane Station and terminating in the parish of Shilton in the lands lastly herein-before described and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference relating thereto as may be required for those purposes and may subject to and in accordance with the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes which provisions are hereby incorporated with this Act open break up and interfere with any road in which the said conduit or line of pipes will be laid :

Provided always that the Company shall not make any part of the said conduit or line of pipes in or upon any lands forming part of the Hawkesbury Estate without the consent in writing of Bernard Harry Rendall and Richard Alexander Rotherham or other the owners for the time being of that estate :

(Lands at Nuneaton.)

Certain lands in the parish of Nuneaton lying on the north side of and adjoining Bond Street Nuneaton and west of and adjoining the Company's property :

(Lands at Marston Green.)

Certain lands in the parish of Bickenhill lying on the north-east side of and adjoining the Company's London and Birmingham Railway at Marston Green Station :

In the county of Stafford—

(Lands at Four Ashes.)

Certain lands in the township of Somerford in the parish of Brewood lying on the east side of and adjoining the Company's Grand Junction Railway at and near Four Ashes Station :

(Lands at Elmhurst.)

Certain lands in the township and parish of Kings Bromley lying on the north-east side of and adjoining the Company's Trent Valley Railway and between that railway and the road which crosses the same at Elmhurst level crossing :

(Lands at Milford and Brocton Station.)

Certain lands in the township of Baswich Milford and Walton in the parish of Baswich lying on the north side of and

adjoining the Company's Trent Valley Railway and on the west side of and adjoining the road which crosses the said railway on the level at Milford and Brocton Station : A.D. 1897.

In the county of Chester—

Certain lands in the township and parish of Waverton and in the township of Rowton in the parish of Christleton lying on both sides of and adjoining the Company's Crewe and Chester Railway at the Waverton siding and on the north-west side of and adjoining the road over the said railway leading from Saughton to Rowton Moor and Christleton and known as Saughton Lane : (Lands at Waverton.)

In the county of Lancaster—

The following lands in the parish of Liverpool (namely) the premises Nos. 15 17 19 and 21 in White Street Nos. 5 6 7 8 9 10 and 11 in Court No. 12 Rathbone Street including so much of the site of the said court as adjoins the said premises Nos. 5 7 9 and 11 in Blackburne Place and the yards and premises in the rear of the houses Nos. 74 and 76 in Myrtle Street : (Lands at Liverpool.)

Certain lands in the township of Ince-in-Makerfield in the parish of Wigan lying on the north side of and adjoining the Company's Eccles Tyldesley and Wigan Railway west of and near Platt Bridge Junction : (Lands at Platt Bridge.)

In the West Riding of the county of York—

Certain lands in the township of Attercliffe-cum-Darnall in the parish of Sheffield lying on the south side of and adjoining the Company's Railway at Sheffield and the Manchester Sheffield and Lincolnshire Railway east of and near Woodbourn Junction. (Lands at Sheffield Woodbourn Junction.)

**19.** For the protection of the mayor aldermen and citizens of the city of Liverpool (in this section called "the corporation") the following provisions shall unless otherwise agreed between the corporation and the Company be observed and have effect with regard to the ventilating shafts or openings into any tunnel or tunnels now or hereafter constructed by the Company in upon or under any of the lands in the parish of Liverpool by this Act authorised to be acquired by the Company (that is to say) :— For the protection of the corporation of Liverpool.

(1) The Company shall not on such lands construct any ventilating shafts or openings as aforesaid other than the ventilating shafts herein-after specified and which ventilating shafts shall be of at least the several heights from the surface of the ground herein-after specified (that is to say) :—

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- (A) A ventilating shaft in or upon the said premises in White Street aforesaid fifty feet high ;
  - (B) A ventilating shaft in or upon the said premises in or adjoining the said court No. 12 Rathbone Street aforesaid sixty feet high ;
  - (C) A ventilating shaft in or upon the said premises in Blackburne Place aforesaid sixty feet high ;
  - (D) A ventilating shaft in or upon the said yards and premises in the rear of Myrtle Street aforesaid fifty feet high :
- (2) Each of the ventilating shafts shall be rectangular in form and one side thereof shall be parallel to the nearest street to which the shaft shall be situated :
- (3) Each of the said ventilating shafts shall be of a reasonably ornamental character having regard to the nature and character of the surrounding buildings and property and all exterior work shall be constructed of Ruabon or similar red bricks and with quoins and bands of suitable stone in accordance with designs to be prepared by the Company and submitted to and reasonably approved of by the architect for the time being of the corporation. Provided that if for thirty days after the submission of any such design the said architect shall fail to signify his disapproval thereof he shall be deemed to have approved of the same :
- (4) The Company shall not exhibit on or affix to or allow to be exhibited on or affixed to any of the said ventilating shafts any placard or advertisement :
- (5) Any difference which may arise between the said architect and the Company as to the design or construction of all or any of the said ventilating shafts shall be determined by an arbitrator to be appointed by the president of the Royal Institute of British Architects in accordance with the provisions of the Arbitration Act 1889 or any statutory modification thereof :
- (6) The Company shall from time to time pay to the corporation all rates leviable by or payable to the corporation upon the respective assessments of any lands or property in the parish of Liverpool 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 works to be carried out by the Company on the said lands are completed and assessable to such rates and the amount of such rates payable by the Company shall be computed

according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down.

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

Period for compulsory purchase of lands.

21. The Company may in constructing the road diversion archways or openings and footpaths and conduit or line of pipes 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 any of the said works shown on the deposited sections to any extent not exceeding three feet but not so as to increase the rate of inclination of any diverted road as shown on the said sections or to raise above the surface of the ground any part of the said conduit or line of pipes which is not so shown on the deposited sections.

Power to deviate in construction of road diversion &c.

22. The Company shall not stop up any road or footpath or portion of road or footpath by this Act authorised to be stopped up until they shall have completed and opened to the public the diversion of such road 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 and shall have obtained the certificate of two justices that such road or footpath is duly completed in accordance with the provisions of this Act Provided that the Company shall before applying to such justices for such certificate 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 :

Road and footpaths not to be stopped up till substituted road or footpaths completed.

And the certificate of such justices together with the plan (if any) showing such stopping up and diversion or new road or footpath as aforesaid shall as soon as conveniently may be after the making of the said certificate be lodged with the clerk of the peace of the county or borough in which the said road or footpath or the diversion thereof is situated and shall at the quarter sessions which shall be holden in and for the said county or borough next after the expiration of four weeks from the day of the said certificate of the said justices having been lodged with the clerk of the peace as aforesaid be read by the said clerk of the peace in open court and the said certificate together with the plan as aforesaid shall be enrolled by the clerk of the peace amongst the records of the said court of quarter sessions.

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Provisions  
as to repair  
of new roads  
&c.

**23.** Any road or footpath or portion of road or footpath to be made diverted or altered under the authority of this Act (except the stone iron or other structure carrying any such road or footpath over the 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 of the same nature within the townships or parishes in which such road or footpath or portion of road or footpath 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 railway by this Act authorised which they would be bound to repair and maintain under the provisions of the Railways Clauses Consolidation Act 1845.

Extinguish-  
ment of  
rights of  
way.

**24.** All rights of way over or along the several roads footpaths courts passages thoroughfares or highways or portions thereof which shall under the provisions of the section of this Act the marginal note of which is "Power to Company to make road diversion footpaths and other works" 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.

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

**25.** The site and soil of the several roads 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.

Power to  
owners to  
grant ease-  
ments &c.

**26.** 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 any easement right or privilege (not being an easement right or privilege of water

in which persons other than the grantors have an interest) required for the purposes or under the powers of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges as 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.

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**27.** And whereas in the construction of the railway and works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other greater or less portions thereof can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

Owners may be required to sell parts only of certain properties.

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties" :
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrator or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other greater or less portions thereof (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :

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—

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner incident to the arbitration or inquiry shall be borne and paid by such owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit :

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for

this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845 : A.D. 1897.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

**28.** The Company shall not 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 district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Secretary of State for the Home Department in the case of the metropolis or of the Local Government Board in any other case twenty or more or ten or more such houses (as the case may be) which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied :

Restriction  
on taking  
houses of  
labouring  
class.

For the purposes of this section the expression "labouring class" means and includes mechanics artizans 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 of such persons who may be residing with them.

**29.** The Company may abandon the construction of the junction at Weedon authorised by the London and North Western Railway Act 1893.

Company  
may abandon  
junction at  
Weedon.

**30.** The abandonment by the Company under the authority of this Act of the said junction shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of the said junction 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 Act 1893.

Compensa-  
tion for  
damage to  
land by  
entry &c.  
for purposes  
of junction  
abandoned.

A.D. 1897.

Compensation to be made in respect of junction abandoned.

**31.** Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portion of the said junction authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land 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.

Extending time for sale of certain superfluous lands of Company.

**32.** 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 or sell and dispose of any superfluous lands connected with the railways described or mentioned or situate in the parish named 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 superfluous lands of Company and Great Western Railway Company.

**33.** Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company and the Great Western Railway Company or either of them with which that Act is incorporated the periods for and within which those companies may hold or sell and dispose of any superfluous lands connected with the West London Railway and Kensington Station and the Wrexham and Minera Railway and Chester Station are hereby extended for the periods following (that is to say) As regards such of the said lands as are situate near to or adjoining the said railway or any station thereon for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act.

Extending time for sale of certain superfluous lands of Company

**34.** Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or the Lancashire and Yorkshire Railway Company with which that Act is incorporated the periods for and within which

the Company and the Lancashire and Yorkshire Railway Company jointly may hold or sell and dispose of any superfluous lands connected with the North Union Preston and Longridge and Preston and Wyre Railways are hereby extended for the periods following (that is to say) As regards such of the said lands as are situate near to or adjoining the said railway or any station thereon for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act.

A.D. 1897.  
 and Lanca-  
 shire and  
 Yorkshire  
 Railway  
 Company.

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

Extending  
 time for  
 sale of cer-  
 tain super-  
 fluous lands  
 of Company  
 and Great  
 Northern  
 Railway  
 Company.

**36.** Notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company and the Caledonian Railway Company or either of them with which that Act is incorporated the periods for and within which the Company and the Caledonian Railway Company may hold or sell and dispose of any superfluous lands connected with the Carlisle Citadel Station are hereby extended for the period of ten years from the passing of this Act.

Extending  
 time for sale  
 of super-  
 fluous lands  
 of Company  
 and Cale-  
 donian Rail-  
 way Com-  
 pany.

**37.** 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 Act relating to the Company already passed and which may not be required for the purposes to which they are by any such Acts made specially applicable.

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

**38.** Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future

Provision as  
 to general  
 Railway  
 Acts.

A.D. 1897. revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Costs of Act.      **39.** 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.

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SCHEDULES referred to in the foregoing Act.

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FIRST SCHEDULE.

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Describing properties whereof portions only are required to be taken.

Number on Deposited Plan.	Parish.	Description of Property.
CROXLEY BRANCH.		
12	Watford -	Yard and sheds.
2	Rickmansworth -	Yard and store sheds.
ARCHING AND LANDS AT EUSTON (AMPTHILL SQUARE).		
2	St. Pancras -	House garden area summer-house and outbuildings.
3	St. Pancras -	Garden.
7	St. Pancras -	Garden and toolhouse.

## SECOND SCHEDULE.

A.D. 1897.

## SUPERFLUOUS LANDS OF THE COMPANY.

Huddersfield and Manchester Railway.  
Huyton and St. Helen's Railway.  
Ingleton Branch Railway.  
Kendal and Windermere Railway.  
Lancaster and Preston Junction Railway.  
Lancaster and Carlisle Railway.  
Leeds and Dewsbury Railway.  
Little Hulton Branch and Extension Railway.  
Merthyr Extension Railway.  
Morecambe Bay Branch.  
Platt Bridge Junction Railway.  
Sirhowy Railway.  
Soho Handsworth and Perry Barr Junction Railway.  
Swansea and Carmarthen Railways.  
Parish of Saint Michael Saint Albans.

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