



CHAPTER clix.

An Act for conferring additional Powers on the London and North-western Railway Company in relation to their own Undertaking and the Undertakings of other Companies in England and Ireland ; and for other purposes. A.D. 1874.

[30th July 1874.]

WHEREAS 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, roads, and footpaths, and to stop up the existing roads and footpaths, and to execute the other works in this Act mentioned, and to acquire for the purposes of the works by this Act authorised, and for general purposes connected with their undertaking, the lands and buildings in this Act also mentioned : New rail-ways, &c.

And whereas the undertaking of the North Union Railway Company is vested in perpetuity in the Company and the Lancashire and Yorkshire Railway Company (in this Act called "the Lancashire and Yorkshire Company") jointly, and it is expedient that those two Companies should be empowered for purposes connected with the North Union Railway to make the new roads, and execute the other works, and acquire the lands, houses, and buildings in this Act mentioned or referred to in that behalf, and that they should also be empowered to make and carry into effect agreements with respect to those matters : New roads and additional lands (North Union Railway).

And whereas the Birkenhead Railway is vested in the Company and the Great Western Railway Company (in this Act called "the Great Western Company") jointly, and it is expedient that those two Companies should be empowered to acquire for purposes connected with that railway the lands, houses, and buildings in this Act mentioned or referred to in that behalf, and that they should also be empowered to make and carry into effect agreements with respect thereto : Additional lands (Birkenhead Railway).

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North and
South-west-
ern Junction
(level cross-
ings, &c.).

And whereas under and by virtue of the North and South-western Junction Railway Act, 1871, and the agreement for a lease set forth in the schedule to that Act, the undertaking of the North and South-western Junction Railway Company is leased in perpetuity to the Company, the Midland Railway Company (in this Act called "the Midland Company"), and the North London Railway Company (in this Act called "the North London Company") jointly, and that undertaking is managed by a joint committee appointed by the said lessees, and it is expedient that the lessees should be empowered for purposes connected with the said undertaking to stop up the level crossings, and execute the other works, and acquire the lands in this Act mentioned or referred to in that behalf, and to make and carry into effect agreements with respect thereto :

Plans and
sections de-
posited.

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

Sale and
lease of lands
by North
London
Company to
Company.

And whereas certain agreements bearing date respectively the first day of November one thousand eight hundred and seventy-one, the twenty-second day of December one thousand eight hundred and seventy-two, the twenty-second day of December one thousand eight hundred and seventy-two, the twenty-second day of December one thousand eight hundred and seventy-two, and the twenty-fourth day of March one thousand eight hundred and seventy-three, have been entered into between the Company and the North London Company for the sale by the latter to the former of certain coal depôts, wharves, and lands in the county of Middlesex, and for the demise or lease by the North London Company to the Company of certain lands and arches in the same county, which coal depôts, wharves, arches, and lands are not now required by the North London Company, and could be advantageously used by the Company for the purposes of their traffic over the North London Railway, and it is expedient that the two Companies should be empowered to give effect to the said agreements :

Superfluous
lands.

And whereas it is expedient that further powers should be conferred upon the Company with respect to the sale, lease, or other

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disposal of lands acquired by the Company which are not or eventually may not be required for the purposes of their undertaking :

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And whereas the Dublin and Drogheda Railway Company (in this Act called the Drogheda Company) were by the Dublin and Drogheda Railway (North Wall Extension) Act, 1869, empowered to construct a railway for the purpose of effecting a communication between their authorised undertaking and the works of the Company at the North Wall, Dublin, and the Company were empowered to subscribe not exceeding two thirds of the estimated cost of the works towards carrying into effect the purposes of that Act, and they have subscribed accordingly : And whereas it is expedient that the period by that Act limited for the construction of the works thereby authorised should be extended, and that the Company should be empowered to subscribe a further sum of money towards the cost of those works :

Dublin and Drogheda (subscription, extension of time).

And whereas by the London and North-western Railway Traffic Arrangements Act, 1864, and the London and North-western Railway (Steam Vessels) Act, 1870, the Company and the Irish North-western Railway Company (in this Act called the Irish North-western Company) and the Dundalk and Greenore Railway Company (the name of which company has since been changed to the Dundalk, Newry, and Greenore Railway Company) were empowered to enter into and carry into effect agreements with respect to the transmission and interchange of traffic between their respective undertakings, and they have made and entered into agreements with respect thereto, and it is expedient that those agreements should be confirmed :

Agreements, Irish North-western, &c.

And whereas the undertaking of the Preston and Wyre Railway, Harbour, and Dock Company (in this Act called the Preston and Wyre Company) is now vested in the Company and the Lancashire and Yorkshire Company jointly, in the proportion of one third part thereof in the Company and two third parts thereof in the Lancashire and Yorkshire Company, and the Company have from time to time applied and expended funds in or towards the widening of the line of railway, and the enlargement, extension, and improvement of the works and accommodation of or connected with that undertaking, and it is expedient that that application and expenditure should be confirmed :

Preston and Wyre (contribution).

And whereas the Company jointly with the Manchester, Sheffield, and Lincolnshire Railway Company are the owners of the undertaking of the Manchester South Junction and Altrincham Railway Company (in this Act called the Manchester South Junction Company), and the Company have subscribed towards and now hold

Manchester South Junction and Altrincham (further subscription).

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A.D. 1874. shares in that undertaking, and it is expedient that they should be empowered to subscribe a further sum of money towards and hold additional shares in that undertaking :

London and North-western Railway Provident Society.

And whereas a society or association called the London and North-western Railway Provident Society has been established in connexion with, and for the benefit of servants and persons in the employment of the Company, and it is expedient that the Company should be empowered to contribute towards the funds of the said society or association :

Dundalk, Newry, and Greenore.

And whereas the Company are under the authority of the Dundalk and Greenore Railway Act, 1867, and the Dundalk, Newry, and Greenore Railway Act, 1873, the holders of the greater portion of the shares in the undertaking of the Dundalk, Newry, and Greenore Railway Company (in this Act called the Dundalk Company), and it is expedient that the Company should be empowered to exercise in their own name and on the security of their own undertaking the powers of raising money by borrowing or by means of debenture stock now exercisable by the Dundalk Company :

Additional capital.

And whereas it is expedient that the Company should be empowered to raise further capital for the purposes of this Act, and for the purpose of providing additional station, siding, rolling stock, and other accommodation, and for the general purposes of the Company :

Amendment of Acts.

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

And whereas the 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 (England and Ireland) Act, 1874."

Provision of certain general Acts incorporated.

2. The following Acts and parts of Acts are (except where expressly varied by this Act), incorporated with and form part of this Act ; (that is to say,)

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

The Railways Clauses Consolidation Act, 1845, and Part I. (relating to the construction of a railway) of the Railways Clauses Act, 1863 :

The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters; (namely,) A.D. 1874.

The distribution of the capital of the Company into shares :

The transfer or transmission of shares :

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

The forfeiture of shares for nonpayment of calls :

The remedies of creditors of the Company against the shareholders :

The borrowing of money :

The conversion of the borrowed money into capital :

The consolidation of shares into stock :

The general meetings of the Company :

The making of dividends :

The giving of notices :

The provision to be made for affording access to the special Act by all parties interested :

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

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

The expression "the railway," or "the railways," means the new railways by this Act authorised.

The expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

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

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A.D. 1874. The railways herein-before referred to and authorised by this Act
are—

Kelmarsh. The new railway at Kelmarsh (one mile and four chains in length), commencing in the parish of Kelmarsh in the county of Northampton by a junction with the Northampton and Market Harborough line of the Company's railway south-east of the Kelmarsh tunnel on that line, and terminating in the parish of Arthingworth in the same county by a junction with the same line north-west of the same tunnel:

Oxendon. The new railway at Oxendon (six furlongs and seven chains in length), to be situate wholly in the parish of Great Oxendon in the county of Northampton, commencing by a junction with the Northampton and Market Harborough line of the Company's railway north of the Clipston station on that line, and terminating by a junction with the same line north-west of the Oxendon tunnel on that line.

Burton
Branches. The Burton branches (two in number), to be wholly situate in the parish of Burton-upon-Trent, in the county of Stafford; (that is to say,)

No. 1 (three miles three furlongs and eight chains in length), commencing in the township of Burton-upon-Trent by a junction with the railway of the Midland Railway Company one hundred and sixty yards, or thereabouts, north-east of the churchyard of Saint Modwen's church, and terminating in the township of Stretton by a junction with the main line of the North Staffordshire Railway, at or near the bridge carrying that railway over the Trent and Mersey Canal:

No. 2 (one furlong one chain and fifty links in length), to be situate wholly in the township of Burton Extra, commencing by a junction with railway No. 1 in a field on the south-east side of the said canal, which field is three hundred and five yards, or thereabouts, north-east of the bridge carrying the Shobnall Road over that canal, and terminating in a field situate on the north-western side of and contiguous to the said canal, and on the north-east side of and contiguous to the Shobnall Road:

Buxton
Junctions. The Buxton and High Peak Junctions (two in number), to be wholly situate in the county of Derby; (that is to say,)

No. 1 (five miles one furlong five chains and twenty-five links in length), commencing in the township of Fairfield

in the parish of Hope, in the county of Derby, by a junction with the Company's branch railway to Buxton, north of the booking office at their passenger station at Buxton, and terminating in the township of Hartington-Upper-Quarter, in the parish of Hartington, in the same county, by a junction with the Company's Cromford and High Peak Railway seventy yards, or thereabouts, south-east of the distance post on that railway denoting nineteen miles :

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No. 2 (seven furlongs six chains and fifty links in length), to be wholly situate in the said township of Hartington-Upper-Quarter, commencing by a junction with the Company's Cromford and High Peak Railway one hundred and sixty yards, or thereabouts, north of the distance post on that railway denoting twenty-three miles, and terminating by a junction with railway No. 1 five hundred yards, or thereabouts, south-west of that part of the public road leading from Buxton by Parks Inn and Haslin House to Winster which is two thousand yards, or thereabouts, south-east of Parks Inn :

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

New railways part of Company's undertaking.

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

Tolls.

In respect of the use of the Buxton and High Peak Junctions, the tolls, rates, and charges authorised by the Stockport, Disley, and Whaleybridge Railway Extension Act, 1857 :

In respect of the use of the other railways by this Act authorised the tolls, rates, and charges authorised by the Act (local and personal) ninth and tenth Victoria, chapter two hundred and four, intituled "An Act to consolidate the London and Birmingham, Grand Junction, and Manchester and Birmingham Railway Companies."

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 under-mentioned railway, carry the same with a single line of railway only whilst the railway shall consist of a single line, and afterwards with a double line of railway only,

Power to cross certain roads on the level.

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(that is to say,)

No. on deposited Plan.	Parish.	Description of Road.
BURTON BRANCHES (No. 1).		
89	Burton-upon-Trent	- Public road or street.
124	Burton-upon-Trent	- Public road or street.
168	Burton-upon-Trent	- Public road or street.

Provided always, that the forty-seventh section of "The Railways Clauses Consolidation Act, 1845," shall not apply to the level crossings of roads by this Act authorised, but at the points at which those roads are so crossed on the level the Company shall erect and at all times maintain good and sufficient gates across the railway on each side of the roads, and shall employ proper persons to open and shut such gates, and shall use all signals requisite for safety at such crossings, and such gates shall be kept constantly closed across the railway, except during the time when engines or carriages passing along the railway shall have occasion to cross such roads, and the person entrusted with the care of such gates shall cause the same to be closed as soon as such engines and carriages shall have passed through the gates under a penalty not exceeding forty shillings for any default therein.

Inclination of a certain road.

7. In altering for the purposes of this Act the road next herein-after mentioned, the Company may make the same of any inclination not steeper than the inclination herein-after mentioned in connexion therewith; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
BUXTON AND HIGH PEAK JUNCTION RAILWAYS (No. 1).			
36	Hartington	- Public -	- 1 in 17 on one side, and level on the other.

Special provisions as to construction of the Burton Branches Railway, No. 1.

8. In constructing the Burton Branches Railway, No. 1, the following provisions for the protection of the commissioners for executing the town of Burton-upon-Trent Act, 1853, (herein-after called the commissioners) shall, notwithstanding anything shown on the deposited plans and sections, be observed and carried into effect by the Company:

- (A.) Between the commencement of railway No. 1 and the property described in the deposited books of reference as "mill, workshops, store-room, and outbuildings," and therein and on the deposited plans numbered 59, in the parish of Burton, the Company shall make and maintain the line of such railway for a length of six hundred and twenty-five yards with a viaduct or viaducts raised upon piles of such a height as to allow a clear headway for water of five feet six inches below such viaducts, and above the ordinary water level of the river Trent, and the said length of six hundred and twenty-five yards shall be such part or parts of the line of railway between the points aforesaid as shall be selected by an engineer appointed by the commissioners, and the Company shall give to the commissioners one month's notice in writing of their intention to commence the construction of the railway between the points aforesaid.
- (B.) In case the bridge and the road leading thereto respectively authorised by the Stapenhill Bridge Act, 1865, shall not have been completed and opened for public traffic before the construction of the said railway No. 1 is commenced, the Company shall carry the said railway across the road which now leads to the Stapenhill Ferry through the property numbered on the deposited plans 14, in the same parish, by means of a level crossing, subject to section 47 of the Railways Clauses Consolidation Act, 1845.
- (C.) In carrying the said railway No. 1 across and on the level of Lichfield Street, numbered on the deposited plans 89, in the same parish, the Company shall lower the surface of the said street two feet six inches at such crossing, instead of leaving the same with the present level unaltered, as shown on the deposited sections.
- (D.) The footpath now leading from Burton-upon-Trent, through Casey Lane, over the Trent and Mersey Canal to Anslow, and passing through the property numbered on the deposited plans 196, in the same parish, and the wooden bridge carrying such footpath over the said canal, shall not be stopped up by the Company, but so much of the said footpath and bridge respectively as may be upon the land acquired by the Company for the purposes of this Act shall be for ever thereafter maintained and preserved as near as may be in their present state by the Company: Provided that the Company may carry so much of the said footpath as may be upon such land over the same by means of a foot bridge.

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(E.) The Company shall construct the arch of the bridge for carrying the said railway No. 1 over the Horninglow Road, numbered on the deposited plans 224, in the same parish, so that the width of the said arch shall be such as to leave thereunder a clear space of not less than thirty-five feet, and so that the clear height of the arch from the surface of the road shall be not less than sixteen feet for a space of twelve feet.

Burton-upon-Trent Town Commissioners to be deemed a gas company within the meaning of Railways Clauses Consolidation Act, 1845.

9. The provisions of the Railways Clauses Consolidation Act, 1845, relating to alteration of gas pipes and interference with gas supply by the Company, contained in sections 18, 19, 20, 21, 22, and 23 of that Act, shall for the purposes of this Act extend and apply to the commissioners for executing the town of Burton-upon-Trent Act, 1853, as if the said commissioners were a gas company within the meaning of the same sections.

For the protection of the South Staffordshire Waterworks Company.

10. In constructing the Burton Branch Railway No. 1, the following provisions for the protection of the South Staffordshire Waterworks Company shall be observed and carried into effect :

(A.) If the Company in constructing on a level the said branch railway across the public road or street in Burton-upon-Trent called Lichfield Street, and numbered on the deposited plans 89, in the parish of Burton-upon-Trent, shall find it convenient to alter the level of the main of the Waterworks Company now laid in that street, they shall not remove or displace the said main or do anything to impede the passage of water into or through the same without the consent of the Waterworks Company, or in any other manner than such Company shall approve, until a good substituted main for continuing the supply of water as sufficiently as the same was supplied by the main proposed to be removed or displaced shall at the expense of the Company have been first made and laid down in lieu thereof, and be connected with the other works of the Waterworks Company ready for use to the satisfaction of the engineer of the Waterworks Company, or in case of disagreement between such engineer and the engineer of the Company as to such works, or in the case of disagreement as to any other works required to be done by the Company for the protection of the Waterworks Company, as an engineer appointed by the President of the Institution of Civil Engineers shall direct.

(B.) If any interruption in the supply of water by the Waterworks Company shall be occasioned by the acts, neglect, or default of the Company, or by the acts, neglect, or default of any of their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, the Com-

pany shall forfeit and pay to the Waterworks Company for the benefit of the Waterworks Company a sum equal to and after the rate of ten pounds for every hour such interruption shall continue, and shall save harmless the Waterworks Company from all damages and costs in respect of such interruption, such sum, damages, and costs to be recoverable by the Waterworks Company in any court of competent jurisdiction, and the expense of all repairs or renewals of the mains or pipes of the Waterworks Company, or any works in connexion therewith, which may be at any time hereafter rendered necessary by the acts or defaults of the Company, their contractors, agents, workmen, or servants, or any person in the employ of them, or any or either of them, shall be borne and paid by the Company, and may be recovered from them by the Waterworks Company as aforesaid.

(C.) Nothing in this Act contained shall take away or abridge any power vested in the Waterworks Company to open or break up any road or street along or across which the said branch railway shall be made for the purpose of laying down, repairing, altering, or removing any main or pipe for the supply of water, but in the exercise of such power the Waterworks Company shall be subject to the following restrictions; that is to say,

(1.) They shall cause as little detriment or inconvenience to the Company as circumstances will admit :

(2.) Before they commence any work affecting the said branch railway or the works thereof, they shall (except in cases of urgency, in which cases no notices shall be necessary) give to the Company notice of their intention to commence such work, specifying the time at which they will begin to do so, such notice to be given forty-eight hours at least before the commencement of the work :

(3.) Whenever for the purpose of enabling the Waterworks Company to execute such work the Waterworks Company shall so require, the Company shall shore up and secure the said branch railway during the execution of the works there, but in all things at the risk and cost of the Waterworks Company :

(4.) The Waterworks Company shall not execute any such work, so far as it immediately affects the said branch railway, except under the superintendence of the engineer of the Company, unless he refuse or neglect to give such superintendence at the time specified in the notice for the com-

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mencement of the work, or discontinue the same during the progress of the works, and the Waterworks Company shall execute such works at their own expense and to the reasonable satisfaction of the engineer of the Company: Provided that any additional expense imposed upon the Waterworks Company by reason of the existence of the said branch railway in any road or place where any such mains or pipes shall have been laid before the construction of such railway shall be borne by the Company. The question of such additional expense, if any, imposed upon the Waterworks Company as shall be claimed by them to be borne by the Company as last aforesaid shall in case of difference be referred to and be settled by the arbitration of an engineer, if not agreed on between the Waterworks Company and the Company, to be appointed by the President of the Institution of Civil Engineers on the application of either Company:

(5.) Except as herein expressly provided, nothing contained in this Act shall extend or be construed to extend to prejudice, diminish, alter, or take away any of the rights, powers, privileges, or authorities of or belonging to or vested in the Waterworks Company.

For protection of the Midland Railway Company.

11. In constructing the Buxton and High Peak Junction Railway, No. 1, by this Act authorised, the Company shall conform to the following conditions:

1. It shall be carried over the piece of land in the township of Fairfield, in the parish of Hope, numbered 3 on the deposited plans, and over the Rowsley and Buxton Branch of the Midland Railway Company at the proposed crossing thereof, according to plans and specifications to be reasonably approved by and to be executed under the superintendence and to the satisfaction of the principal engineer of the Midland Railway Company, and in all things at the expense of the Company, and it and its works shall be so carried over and executed by and in such means and manner only as not to interfere with the free, uninterrupted, and safe user of the said Rowsley and Buxton Branch Railway, or the working of the traffic thereon or the stations, yards, and conveniences connected therewith, and for such crossing over the said Rowsley and Buxton Branch there shall be a bridge with a clear span of not less than twenty-six feet, measured on the square, and with a clear headway of not less than fifteen feet throughout the entire length thereof:

2. The Company shall at all times maintain the bridges, arches, and other works for such crossings in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of the Midland Railway Company; and if and whenever the Company fail so to do, the Midland Railway Company may make or do in and upon as well the lands of the Company as their own lands all such works and things as they may reasonably think requisite in that behalf, and the sum certified by such engineer to be the reasonable amount of such expenditure shall be repaid to the Midland Railway Company 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 in every case obtaining the previous consent of the Midland Railway Company under their common seal, take, use, or interfere with any of the lands or property from time to time belonging to or in the possession or under the power of that Company, except only such part or parts thereof as shall be necessary for the Company to take, use, or interfere with for making and maintaining the works by which the Buxton and High Peak Junction Railway, No. 1, is according to this enactment to be carried over the said land and railway of the Midland Railway Company :
4. As to any such lands or property which the Company are so authorised to take, use, or interfere with, they shall not purchase and take the same, but they may purchase and take, and the Midland Railway Company may and shall sell and grant accordingly, an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :
5. The Company shall bear and on demand pay to the Midland Railway Company all reasonable expenses of the employment by them during the construction of the works for such proposed crossings of a sufficient number of inspectors and watchmen to be appointed by that Company for watching their works and property with reference to and during the execution of such 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 or defaults of the Company or of their contractors or any persons in the employment of the Company or of their contractors with reference thereto or otherwise, and also of the alteration from time to

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time by the Midland Railway Company of any signals which they may find necessary to make owing to such respective crossings :

6. If by reason of the execution of any of the works or of any proceedings of the Company, or of the failure of any such works, or any act or omission by the Company or of their contractors, or of any persons in the employ of the Company or of their contractors or otherwise, any of the works or property of the Midland Railway Company, or any passenger or other traffic on the said Rowsley and Buxton Branch Railway, shall be injured or damaged, such injury or damage shall forthwith be made good by the Company at their own expense, or in the event of their failing so to do, then the Midland Railway Company 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 Midland Railway Company all costs and expenses to which they may be put, as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption, such costs, expenses, and compensation to be recoverable as last aforesaid, with full costs, by the Midland Railway Company from the Company :
7. Nothing in this Act contained shall prejudice, take away, diminish, or interfere with any of the property, rights, interests, powers, and privileges of the Midland Railway Company otherwise than is herein expressly provided.

For protection of the Buxton Local Board.

12. The Company shall, in constructing the Buxton and High Peak Junction Railway No. 1, observe the following provisions for the protection of the Buxton Local Board :

1. The viaduct shown on the deposited section shall be constructed with arches of a span of not less than thirty feet, and of as great a height as is consistent with the proper construction of the railway; and the arch over the street or road known as Spring Gardens shall be made of such span as to leave clear and open the whole width of such street or road and the footpaths thereof, and the whole of the spaces under the arches of the said viaduct shall be left open and unbuilt upon :
2. If in the construction of the said railway or any work connected therewith the Company find it necessary to alter, divert, or otherwise interfere with any sewer or drain belong-

ing to or under the control of the said Local Board, every such interference shall be carried out under the superintendence and to the reasonable satisfaction of the surveyor for the time being of the said Local Board. A.D. 1874.

13. And whereas the Burton Branch No. 2 by this Act authorised is to be carried over the canal of the North Staffordshire Railway Company in the parish of Burton-upon-Trent: Therefore for the protection of that Company (herein-after called the "Staffordshire Company") and their canal, the Company shall be subject to and shall observe, fulfil, and conform to the following conditions, restrictions, and obligations, to wit:

For protection of property of North Staffordshire Railway Company.

1. The said Burton Branch shall be carried over the canal and towing-path thereof by means of a good and substantial bridge of brick, stone, or iron, or a combination of each:
2. The clear height of the bridge above the water level of the canal shall not be less than eight feet, and the bridge shall be of such width as shall leave an open and uninterrupted navigable waterway in the canal of not less than twenty feet in width, and a towing-path of not less than five feet in width. The piers or abutments of the bridge shall be placed in such position adjoining the canal and towing-path as shall be approved for that purpose by the engineer for the time being of the Staffordshire Company. The Company shall not, in constructing the bridge over the canal, or in any other case or for any other purpose, permanently alter the level or line of the canal or towing-path, or obstruct the navigation of the canal or any part thereof, or divert any of the waters thereof or which now supply the canal, or injure any of the works, slopes, or embankments of the canal; and during the construction of the said bridge and during any necessary repairs thereof there shall at all times be left a free, open, uninterrupted navigable waterway in the canal of not less than ten feet in width, and a towing-path of not less than five feet in width, and a space above the water level of the canal of not less than eight feet in height in the clear:
3. The Company shall not, without the previous consent in writing for the purpose of the Staffordshire Company under their common seal, enter upon, take, use, or interfere with, either temporarily or permanently, any of the lands, works, or property of the Staffordshire Company, save only for the purpose of constructing the said Burton Branch, and the Company shall at all times keep the said bridge and works in good substantial repair:

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4. If in the execution of any of the works by this Act authorised, or by reason or in consequence of any of those works, when made, or of any act of omission of the Company, the said canal or the towing-path thereof shall at any time be so obstructed or impeded as that boats, barges, or other vessels, men or horses using the same cannot conveniently pass along the same, then and in every such case the Company shall pay to the Staffordshire Company, as or by way of ascertained damages, the sum of fifty pounds for every day or part of a day during which any such obstruction or impediment, shall continue, and the Staffordshire Company may at the costs and charges of the Company remove such obstruction or impediment and make good all damage or injury to the said canal or towing-path occasioned thereby, and in default of payment of any such costs and charges, or of any such sum or sums as aforesaid within ten days after demand thereof in writing given to the secretary of the Company or left at the office or place of business of such secretary, the Staffordshire Company may recover the same in any court of competent jurisdiction :
5. Except as in this Act expressly provided, this Act or anything therein contained shall not take away, lessen, prejudice, or alter any right, interest, power, privilege, or authority of the Staffordshire Company.

User of Burton Branches by North Staffordshire Railway Company.

14. The Staffordshire Company may pass over and use with their engines and carriages of every description, and with their clerks, officers, and servants, all or any portions of the Burton Branches by this Act authorised, and the several sidings, works, watering-places, and conveniences connected with such branches respectively, except stations and sidings used for station purposes, upon fair terms to be agreed upon or settled by arbitration under the provisions of the Railway Companies Arbitration Act, 1859.

Suspension of powers as to portion of Burton Branches.

15. Provided always, that with respect to so much of the Burton Branch No. 1 as extends from the commencement thereof to a point shown on the deposited plans thereof as indicating one mile fifty-four chains, the powers by this Act conferred upon the Company for making that portion of the said railway and for acquiring lands for the same, shall not be exercised until after the close of the Session of Parliament to be held in the year 1875 :

If before that period the Midland Company obtain powers to construct railways connecting their railway at the Hay Railway sidings with the Burton Branch No. 1, at the point thereon above described, in a course and direction generally similar to or equally

convenient with the portion of that railway above described, then the suspended powers shall be null and void, and in lieu thereof the Company may have and exercise running powers over the railway so authorised to be made by the Midland Company similar to and in all respects equal with, and upon and subject to the like terms and conditions as the running powers by this Act conferred upon the Midland Company with respect to the Burton Branches by this Act authorised. A.D. 1874.

16. The Midland Company may pass over and use with their engines and carriages of every description, and with their clerks, officers, and servants, the railways following or any of them, together with the watering-places, water, booking offices, warehouses, wharves, sidings, works, and conveniences connected therewith respectively, except stations and sidings used for station purposes; (that is to say,) Running powers to Midland Company over Burton Branches.

The Burton Branches by this Act authorised, or so much and such parts thereof as may under the provisions of this Act be constructed;

Upon payment of interest at the rate of five pounds per centum per annum on one half of the Company's outlay upon such railways and conveniences so to be used. In case of difference as to the amount of such outlay, the same to be settled by an arbitrator to be appointed by the Board of Trade at the request of either company. But the Midland Company shall be entitled in account to one half the net tolls which the Company may receive from any other company in respect of any use by such other company of the Burton Branches or any part thereof.

The Midland Company to pay also a proportion according to user of the maintenance, signalling, rates, taxes, and other expenses relating to the said railways and conveniences, such proportion to be settled in case of difference by arbitration as aforesaid.

17. The Midland Company and the Company respectively in exercising the running powers by this Act conferred upon them respectively, shall at all times observe the regulations and byelaws for the time being in force on the railways used by them respectively, so far as such byelaws shall be applicable to the Company using them. Byelaws to be observed by Company exercising the running powers.

18. Notwithstanding anything in this Act, the Midland Company may provide, as and whenever desired by them, all necessary stations and other conveniences upon and in connexion with the Burton Branches, and the Company shall concur in and afford all reasonable facilities for the acquisition of land and the construction of such Midland Company may provide stations on Burton Branches.

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A.D. 1874. — stations and conveniences and the necessary junctions in connexion therewith.

Imposing
penalty un-
less railways
opened.

19. If the Company fail within the period limited by this Act to complete the new railway at Kelmarsh, and the new railway at Oxendon, or the Burton Branches, or the Buxton and High Peak Junctions respectively, or any of them, 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 railways or railway are or is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railways or railway in respect of which the penalty has been incurred :

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

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

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

Providing
for appli-
cation of
penalty.

20. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway, in respect of which the penalty has been incurred, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company by this Act of taking property for the purposes of such railway, and for which injury or loss no com-

compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit :

A.D. 1874.

If no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order on the application of the solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion of the 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.

21. If the respective railways 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 respective railways, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof respectively as is then completed.

Period for completion of works.

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

Lands for extraordinary purposes.

23. Subject to the provisions of this Act, the Company may alter, widen, and improve, and lay down additional lines of rails upon or in connexion with the under-mentioned portion of their Lancaster and Carlisle Railway ; (that is to say,)

Lancaster and Carlisle Railway widening.

So much thereof in the county of Lancaster as extends from the point where that railway is carried over the Lancaster Canal near the Fylde Road to the Broughton Station on that railway ; And they may enter upon, take, and use such of the lands, houses, and buildings delineated upon the deposited plans and described in the deposited books of reference relating thereto as may be required for that purpose.

Provided always, that they shall not enter upon, take, or use any other or greater portion of the Newsham House estate situate in the

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A.D. 1874. townships of Goosnargh with Newsham and Barton, both in the county of Lancaster, and belonging or reputed to belong to Joseph Hawkins, or of any other property in those townships, or either of them, belonging to the said Joseph Hawkins, than such portion of the plantation numbered on the deposited plans 11, in the parish of Kirkham, as is coloured red on the plan signed in duplicate by Edward Garlick on behalf of the said Joseph Hawkins, and by William Baker on behalf of the Company, without the previous consent in writing of the said Joseph Hawkins or other the owner or owners thereof for the time being.

Inclinations of certain roads crossed by Lancaster and Carlisle widening.

24. In altering for the purposes of the works authorised by the last preceding section 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,)

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
15	Lancaster - -	Public -	1 in 16 on one side.
19	Lancaster - -	Public -	1 in 16 on one side.
53	Preston - -	Public -	1 in 15 on one side.
1	and Saint Michael-on-Wyre }		

As to width of bridge over road numbered 9 in township of Fulwood.

25. The Company shall construct the arch of the bridge by which the additional lines of rails last mentioned are carried over the road numbered 9 on the deposited plans in the township of Fulwood of a width of not less than twenty-five feet.

Saving rights of owners and occupiers on the Lancaster and Preston Junction Railway.

26. Nothing in this Act contained shall prejudice, take away, or affect the rights of any owner or occupier under the Lancaster and Preston Junction Railway Act, 1837.

For the protection of the Corporation of Preston.

27. For the protection of the mayor, aldermen, and burgesses of the borough of Preston (herein-after called the corporation) the following provisions shall have effect:

The Company shall not under the powers of this Act enter upon, take, use, or interfere with any portion of the cattle market or any land or other property of the corporation situate on the eastern side of and adjoining the said Lancaster and Carlisle Railway.

Nothing in this Act shall extend to take away, alter, or interfere with any estate, right, power, or privilege of the corporation under the Preston Corporation Markets Act, 1861.

28. Subject to the provisions of this Act, the Company may make in the lines shown on the deposited plans relating thereto, and according to the levels shown on the deposited sections relating thereto, the new roads and other works herein-after described, with all proper works and conveniences connected therewith; and they may make the new footpaths and 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 relating thereto as may be required for those and other purposes; (that is to say,)

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Power to
make new
roads, &c.

1. They may stop up and discontinue as a public highway the under-mentioned portion of the footpath in the parish of Harrow-on-the-Hill, in the county of Middlesex, leading from Sudbury Court to the footpath from Harrow-on-the-Hill to the road leading from Preston to Wembley Farm, both of which footpaths now cross the Company's railway on the level, (that is to say,) so much of the first-mentioned footpath as lies between the boundaries of the Company's property :
2. They may carry the under-mentioned footpath over their railway by means of a footbridge, (that is to say,) the footpath in the parish of Harrow-on-the-Hill, in the county of Middlesex, leading from Woodcock Hill and Woodcock Dale to Harrow-on-the-Hill, which now crosses the Company's railway on the level, and when and so soon as they have so done they may stop up and discontinue as a public highway so much of the said footpath as lies between the boundaries of the Company's property :
3. They may carry the under-mentioned footpath over their railway by means of a footbridge, (that is to say,) the footpath in the parish of Harrow-on-the-Hill, in the county of Middlesex, leading from Greenhill to Kenton, which now crosses the Company's railway on the level, and when and so soon as they have so done they may stop up and discontinue as a public highway so much of the said footpath as lies between the boundaries of the Company's property :
4. They may make a new footpath in the parish of Harrow-on-the-Hill, in the county of Middlesex, commencing from and out of the public road leading from Harrow-on-the-Hill to Harrow Weald, at a point thereon twenty yards or thereabouts north of the point where that road crosses the Company's railway at Harrow Station, and terminating by a junction with the road called Byron Road at its southern

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end, and when and so soon as they have so done they may stop up and discontinue as a public highway the under-mentioned portion of the existing footpath which crosses on the level the Company's said railway at a point thereon two hundred and thirty-five yards, or thereabouts, south-east of the said Harrow Station, (that is to say,) so much thereof as lies between the said public road from Harrow-on-the-Hill to Harrow Weald and Palmerston Road or Byron Road aforesaid :

5. They may lengthen the bridge in the parish of Harrow-on-the-Hill, in the county of Middlesex, by which the Company's railway is carried over the road known as Headstone Drive at a point on that railway four hundred yards, or thereabouts, north-west of the booking office at their Harrow Station :
6. They may alter and divert the course of the under-mentioned footpath, and may carry that footpath over their railway by means of a footbridge, (that is to say,) the footpath in the parish of Pinner, in the county of Middlesex, which now crosses on the level the Company's railway at a point on that railway five hundred and fifty yards, or thereabouts, north-west of their Pinner Station, and when and so soon as they have so done they may stop up and discontinue as a public highway so much of the said footpath as lies between the boundaries of the Company's property :
7. They may make a new footpath in the parish of Watford, in the county of Hertford, commencing from and out of the footpath which now crosses on the level the main line of the Company's railway two hundred yards, or thereabouts, south-east of the junction with that railway of the Company's Saint Albans Branch at a point on that footpath adjoining and on the south-west side of the Watford and Rickmansworth Railway, and terminating at another point on the said footpath distant forty yards, or thereabouts, east of the said main line, and when and so soon as they have so done they may stop up and discontinue as a public highway so much of the said existing footpath as lies between the points aforesaid :
8. They may make a new footpath in the parish of Abbott's Langley, in the county of Hertford, commencing from and out of the public road leading from Watford to Abbott's Langley at a point on that road distant ten yards, or thereabouts, south-west of the bridge (No. 44) which carries the

said road over the Company's railway, and terminating by a junction with the public road leading from Watford to Hunton Bridge at a point thereon two hundred and sixty-four yards, or thereabouts, west of the said point of commencement of the said intended new footpath, and when and so soon as they have so done they may stop up and discontinue as a public highway the under-mentioned portion of the existing footpath which now crosses on the level the Company's railway at a point on that railway two hundred yards, or thereabouts, north-west of the said bridge, (that is to say,) so much thereof as lies between the said two public roads :

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9. They may carry the under-mentioned footpath over their railway by means of a footbridge, (that is to say,) the footpath in the parish of Hemel Hempsted, in the county of Hertford, leading from Bovington to Two Waters, which now crosses on the level the Company's railway, and when and so soon as they have so done they may stop up and discontinue as a public highway so much of the said footpath as lies between the boundaries of the Company's property :
10. They may stop up and discontinue as a public highway the footpath in the parish of Berkhamsted Saint Mary, otherwise Northchurch, in the county of Hertford, which lies between the public road leading from Hemel Hempsted to Berkhamsted, and the public road leading from Bourne End to Hacksters End, and crosses on the level the Company's railway at a point thereon two hundred and sixty-four yards, or thereabouts, south-east of the bridge (No. 62) carrying the last-mentioned road over the Company's railway :
11. They may stop up and discontinue as a public highway the under-mentioned portion of the footpath in the parish of Berkhamsted Saint Mary, otherwise Northchurch, in the county of Hertford, leading from Potten End over the Grand Junction Canal to Great Berkhamsted, which now crosses on the level the Company's railway at a point thereon two hundred and twenty yards, or thereabouts, north-west of the bridge (No. 63) carrying a road over that railway, (that is to say,) so much thereof as lies between the boundaries of the Company's property :
12. They may divert the line or course of the under-mentioned footpath to the extent of fifty yards, or thereabouts, through the lands or property of the Company, and carry the same over their railway by means of a footbridge, (that is to say,)

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the footpath in the parish of Saint Peter, otherwise Great Berkhamsted, in the county of Hertford, leading from Great Berkhamsted to Berkhamsted Common, which now crosses on the level the Company's railway half a mile, or thereabouts, north-west of their Berkhamsted Station, and when and so soon as they have so done they may stop up and discontinue as a public highway so much of the said footpath as lies between the boundaries of the Company's property :

13. They may divert the line or course of the under-mentioned footpath to the extent of ten yards, or thereabouts, through the lands or property of the Company, and carry the same over their railway by means of a footbridge, (that is to say,) the footpath in the parish of Mentmore, in the county of Buckingham, leading from Horton to Mentmore, which now crosses on the level the Company's railway, and when and so soon as they have so done they may stop up and discontinue as a public highway so much of the said footpath as lies between the boundaries of the Company's property :
14. They may make a new footpath in the township of Blakenhall and Checkley-cum-Wrinehill, in the parish of Wybunbury, in the county of Chester, commencing from and out of the footpath which now crosses on the level the Grand Junction line of the Company's railway at Bunker's Hill at a point on that footpath distant six hundred yards, or thereabouts, in a south-westerly direction from the said level crossing, and terminating by a junction with the public road leading from Newcastle by Denbridge to Wybunbury at a point thereon two hundred and twenty yards, or thereabouts, west of the junction of that road with the public road leading from Newcastle to Betley, and when and so soon as they have so done they may stop up and discontinue as a public highway so much of the said existing footpath as lies between the commencement of the new footpath and Greka Moss, including the public road across the railway at the said level crossing at Bunker's Hill :
15. They may make two new footpaths in the township of Widnes, in the parish of Prescot, in the county of Lancaster, one of such new footpaths commencing from and out of the existing footpath which now passes along the eastern side of and near to the Widnes Dock branch of the Saint Helen's Railway of the Company at a point thereon one hundred yards, or thereabouts, north of the crossing by the said branch

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of the Saint Helen's Canal, and terminating by a junction with the said existing footpath at a point thereon one hundred yards, or thereabouts, north of the point where the Warrington and Garston line of the Company crosses the said branch, and the other of such new footpaths commencing by a junction with the first-mentioned new footpath last above described at a point one hundred yards, or thereabouts, north of the commencement thereof, and terminating by a junction with the road which passes under the railway of the Company connecting their Widnes Deviation Railway with their Saint Helen's Railway at a point on that road one hundred and sixty-five yards, or thereabouts, east of the eastern end of the platform of their Widnes passenger station; when and so soon as they have so done they may stop up and discontinue as a public highway so much of the said existing footpath as lies between the commencement and termination of the new footpath first above described, and so much of another existing footpath lying on the southern side of and contiguous to the said Warrington and Garston line as lies between the said new footpath first above described and Waterloo Road; and they may appropriate to the purposes of their undertaking the portions of footpath so stopped up and discontinued:

16. They may make a new street in the parish of Liverpool, in the county of Lancaster, commencing from and out of Lord Nelson Street, at or near the point where that street joins Hotham Street, and terminating in Sydney Street at a point thereon twenty-five yards or thereabouts east of the junction of that street with Hotham Street, and they may stop up and discontinue as public highways and appropriate to the purposes of their undertaking so much and such parts of Sydney street and Hotham Street respectively as will become unnecessary by reason of the construction of the new street:
17. They may stop up and discontinue as a public highway the under-mentioned portion of the road in the township of Atherton, in the parish of Leigh, in the county of Lancaster, which now crosses on the level the Company's Kenyon and Bolton Railway at a point two hundred and fifty yards, or thereabouts, south-west of the booking office of the Atherton Station on that railway, (that is to say,) so much thereof as lies between the boundaries of the Company's property.

29. The Company may, in constructing the new roads, street, and other works authorised by this Act, deviate the same to the

Power to deviate in construction

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of new roads, may deviate from the levels shown on the deposited sections to any
&c. extent not exceeding five feet, but not so as to increase the rate of
inclination as shown on the deposited sections of any new road or
street.

As to vesting of site and soil of portions of roads stopped up. **30.** The site and soil of the portions of roads, streets, and footpaths by this Act authorised to be stopped up and discontinued, and the fee simple and inheritance thereof, shall (except where by this Act otherwise provided) if the Company are or if and when under the powers of this Act they become the owners of the lands on both sides thereof, be wholly and absolutely vested in the Company.

Provision as to repair of new roads, &c. **31.** The new roads, street, and footpaths to be made by the Company under the authority of this Act (except the stone, iron, or other structure carrying any new road, street, or footpath over the railway of the Company, which structure shall be repaired and maintained by and at the expense of the Company) shall, when made and completed respectively, 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 respectively in which such new roads, street, and footpaths will be situate are from time to time liable to be repaired or maintained.

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

Extinguishment of rights of way across Company's railway in parish of Eccles. **32.** All rights of way, whether public or private, and whether for carriages and other vehicles, horses, or foot passengers, over or across the Company's railway in the township of Barton-upon-Irwell, in the parish of Eccles, in the county of Lancaster, at a point on that railway three hundred and thirty yards, or thereabouts, east of the Eccles Station, shall be and the same are hereby extinguished.

Repeal of provisions of former Acts as to certain roads, &c. **33.** Sub-section 5 of section 26 ("power to make new roads, &c.") of the London and North-western Railway (Additional Powers) Act, 1872, and sub-sections 5 and 9 of section 4 ("power to make new roads, &c.") of the London and North-western Railway (New Works and Additional Powers) Act, 1873, shall be, and the same are hereby repealed; and the Company may and shall abandon the

construction of so much of the new footpath authorised by section 8 of the *London and North-western Railway (New Works and Additional Powers) Act, 1873*, to be made in the township of Monk's Coppenhall, in the parish of Coppenhall, in the county of Chester, as extends from the authorised commencement thereof to a point one hundred and fifty-five yards, or thereabouts, north-east of that commencement.

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34. The repeal of sub-section 5 of section 26 of the *London and North-western Railway (Additional Powers) Act, 1872*, and sub-sections 5 and 9 of section 4 of the *London and North-western Railway (New Works and Additional Powers) Act, 1873*, and the abandonment by the Company under the authority of this Act of the said portion of footpath in the township of Monk's Coppenhall, shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of the *Lands Clauses Consolidation Act, 1845*, for any damage occasioned by the entry 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 the line of the work, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied to receive compensation in accordance with the provisions in that behalf of the *Railways Clauses Consolidation Act, 1845*, so far as the same may be applicable for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the last-mentioned Act or in the said two Acts of 1872 and 1873, or either of them.

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

35. Where before the passing of this Act any contract has been entered into or notice given for the purchasing of any land for the purposes of or in relation to the works authorised by the before-mentioned sub-sections of the said Acts of 1872 and 1873, and the said portion of footpath or any or either of them, and which shall not be required for the purposes of any of the works by this Act authorised, 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 :

Compensation to be made in respect of works abandoned.

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

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Power to
Company to
acquire ad-
ditional lands
for general
purposes.

36. 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 to purposes connected with their undertaking all or any of the lands, houses, and buildings following, delineated on the deposited plans and described in the deposited books of reference relating thereto respectively; (that is to say,)

Certain lands, houses, and buildings in the parish of Willesden, in the county of Middlesex, lying partly on the north and partly on the south sides of and adjoining the Company's railway:

Certain lands, houses, and buildings in the parish of Pinner, in the county of Middlesex, lying on the western side of and near to the Company's railway at their Pinner Station:

Certain lands in the parish of Watford, in the county of Hertford, lying on the eastern side of and adjoining the main line of the Company's railway near the junction therewith of their Saint Albans Branch:

Certain lands in the parish of Aldbury, in the county of Hertford, lying near the Company's Tring Station, and partly on the western side of the Company's railway, and partly on the eastern side of the Grand Junction Canal:

Certain other lands in the same parish, lying on the eastern side of the said railway and near the lands lastly above described:

Certain lands in the parish of Linslade, in the county of Buckingham, lying on the eastern side of and adjoining the Company's railway, and south of and contiguous to the public road leading from Aylesbury to Hockliffe:

Certain lands, houses, and buildings in the parish of Nuneaton, in the county of Warwick, lying on the west side of and adjoining the Company's Trent Valley line, and between their Nuneaton Station and the River Anker:

Certain other lands, houses, and buildings in the same parish, lying on the east side of the Company's Trent Valley line and near their Nuneaton Station:

Certain lands, houses, and buildings in the parishes of Barthomley and Wybunbury, in the county of Chester, lying partly on the east and partly on the west sides of the main line of the Company's railway, and near the junctions therewith of the North Staffordshire Railway, and the Crewe and Shrewsbury Branch of the Company's railway:

Certain lands, houses, and buildings in the parish of Liverpool, in the county of Lancaster, lying between the Company's Waterloo Station and Formby Street:

Certain other lands, houses, and buildings in the same parish, lying between Sydney Street, Hotham Street, and Lord Nelson Street: A.D. 1874.

Certain other lands, houses, and buildings in the same parish, lying on the north-west side of and adjoining Crosbie Street, and near the north-east end of that street:

Certain lands, houses, and buildings in the township of Bootle-cum-Linacre, in the parish of Walton-on-the-Hill, in the county of Lancaster, lying between Regent Road and Derby Road, and adjoining or near to the Bootle Borough Hospital:

Certain lands in the township of Kenyon, in the parish of Winwick, in the county of Lancaster, lying on the western side of and adjoining the Company's Kenyon and Bolton line, and a quarter of a mile, or thereabouts, north of their Kenyon Station:

Certain lands, houses, and buildings in the township of Atherton, in the parish of Leigh, in the county of Lancaster, lying partly on the east and partly on the west sides of the Company's Kenyon and Bolton Railway, and near the Atherton Station on that railway:

Certain lands and buildings in the township of Over-Hulton, in the parish of Dean, in the county of Lancaster, lying on the eastern side of the Company's railway, and near their Chequerbent Station:

Certain lands, houses, and buildings in the township and parish of Workington, in the county of Cumberland, lying on the eastern side of the Whitehaven Junction Railway of the Company, and near the Workington Station on that railway:

Certain other lands in the same township and parish, lying on the western side of and adjoining the said railway, and near Messieurs Kirk's Bar-iron Works; and the Company may stop up and appropriate to the purposes of their undertaking the footpath which now passes through those lands, and may make a new footpath on the western side of those lands in lieu of the portion of footpath so stopped up.

37. Notwithstanding anything in this Act contained, the following conditions and provisions shall apply with regard to the power of the Company to enter upon, take, use, and appropriate to purposes connected with their undertaking, the said lands, houses, and buildings in the township of Bootle-cum-Linacre, in the parish of Walton-on-the-Hill, in the county of Lancaster; (that is to say,)

i. The Company shall, within three years from the passing of this Act, make and complete the street herein-after in this section called intended street No. 1, and within one year the street

Provisions with regard to streets and roads in Bootle-cum-Linacre.

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herein-after in this section called intended street No. 2, to the satisfaction of the Right Honourable Edward Henry Earl of Derby, or other the person or persons who may for the time being be entitled to the possession or to the receipt of the rents and profits of the estates in the township of Bootle-cum-Linacre devised by the will of the late Right Honourable Edward Geoffrey Earl of Derby deceased, or if there be no such person of full age, then of the trustees or trustee for the time being of the said will, and to the satisfaction of the Corporation of Bootle-cum-Linacre, and when so made and completed the same shall be adopted by the public, and be thereafter maintained by the said Corporation of Bootle-cum-Linacre; (that is to say,)

(A.) A street or road (herein-after called intended street No. 1) leading from Derby Road to Regent Road fifteen yards in width, partly on a portion of the land which the Company are by this Act authorised to acquire, and partly on land to be acquired for the purpose, and to be constructed in the course and situation shown and marked by the lines A. B. and C. D. on a certain plan signed by William Baker on behalf of the Company, as the plan referred to in this section, and which plan has been delivered into the possession of the said Edward Henry Earl of Derby;

(B.) A street or road (herein-after called intended street No. 2) already laid out leading from Derby Road to Regent Road fifteen yards in width, upon and across the said lands, houses, buildings, and premises which the Company are by this Act authorised to acquire, and to be constructed in the course and situation shown and marked by the lines E. F. and G. H. on the said plan:

2. The Company, their successors and assigns, shall at their own expense in the first instance, but without prejudice to their rights against any person who may have agreed to contribute to such expense, and within the said periods of one year and three years respectively, pave, flag, channel, drain, and sewer the said two intended streets or roads in all respects to the satisfaction of the Earl, or other the person or persons entitled as aforesaid, or if there shall be no such person of full age, then of the trustees or trustee aforesaid, and to the satisfaction of the said Corporation of Bootle-cum-Linacre, and shall make and maintain the levels of the said intended streets or roads, and the depths and dimensions of the sewers therein, so and in such manner as that the said intended

streets or roads may form a proper means of communication for the passage of horses, carts, and carriages from Derby Road to Regent Road, and that the sewers and drains under the said intended streets and roads may at all times properly and effectually communicate with the existing sewers, and drains under Derby Road and Regent Road respectively :

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3. The said two intended streets or roads shall at all times hereafter be kept open as carriageways and unbuilt upon, for the joint use and occupation of the said Earl, or other the person or persons entitled as aforesaid, and his or their lessees, tenants, and others, by his or their permission, and of the Company :
4. The Company may extend their railway across the intended street No. 2 by crossing the same on the level, and for that purpose may lay down and at all times hereafter maintain two lines of rails over the same, but shall not alter or interfere in any manner with the level of the said street :
5. If the Company shall extend their railway across the intended street No. 2 in manner by this Act authorised, they shall at their own expense, if required by the Earl or other the person or persons entitled as aforesaid, or if there shall be no such person of full age, then by the trustees or trustee aforesaid, or by the said Corporation of Bootle-cum-Linacre, provide and maintain proper gates to shut across their railway, and the Company shall not at any time allow any engine, truck, or carriage to remain or be upon the said crossing otherwise than when in motion in passing and repassing thereon, and shall not in any manner obstruct the free and uninterrupted passage and access for persons, horses, and vehicles upon and over the said intended street No. 2.

38. Except as by this Act expressly enacted, nothing in this Act contained shall prejudice or affect the rights and privileges of the Right Honourable Edward Henry Earl of Derby, or other the person or persons now or hereafter to become entitled for any estate or interest under the will of the late Right Honourable Edward Geoffrey Earl of Derby deceased, to the manors of Kirkdale and Bootle-cum-Linacre respectively, or any lands or hereditaments within or parcel of the said manors respectively.

Saving rights of the Earl of Derby.

39. And whereas in the construction of the railways and works by this Act authorised it may happen that portions only of the lands, buildings, or manufactories shown on the deposited plans will be sufficient for the purposes of the same, and that such portions

Owners may be required to sell parts of certain lands

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and build-
ings

may be severed from the remainder of the said properties without material detriment thereto :

Therefore, notwithstanding section 92 of the Lands Clauses Consolidation Act, 1845, the owners of and persons interested in the lands, buildings, or manufactories described in the first schedule to this Act, and whereof parts only are required for the purposes of this Act, may, if such portions can be severed from the remainder of the said properties without material detriment thereto, be required to sell and convey to the Company the portions only of the premises so required, without the Company being obliged or compellable to purchase the whole or any greater portion thereof, the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof by severance or otherwise.

Provision as
to acquisition
of certain
lands in the
parish of
Burton-upon
Trent.

40. With respect to any lands in the parish of Burton-upon-Trent, forming part of the settled estates of the Most Honourable the Marquess of Anglesey, which the Company are by this Act empowered to take for the purposes of or connected with the Burton Branches, the trustees or trustee for the time being of the said settled estates shall be considered parties or a party under disability within the meaning of section 2 of the Lands Clauses Consolidation Acts Amendment Act, 1860.

Period for
compulsory
purchase of
lands.

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

Notice to
be given
of taking
houses of
labouring
classes.

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

Power of
Company
and Lancashire
and Yorkshire
Company to
execute
works and
acquire
lands.

43. Subject to the provisions of this Act, the Company and the Lancashire and Yorkshire Company, or either of them with the consent of the other, may make in the lines shown on the deposited plans relating thereto, and according to the levels shown on the deposited sections relating thereto, the new roads in the township and parish of Leyland, in the county of Lancaster, herein-after described, with all proper 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 relating thereto as may be required for that purpose; (that is to say,) A.D. 1874.

1. A new road, commencing from and out of the public road leading from Preston to Leyland, and crossing on the level the North Union Railway at the Leyland Station at a point on that road one hundred and eighty yards, or thereabouts, south-west of the said level crossing, and terminating by a junction with the same public road at a point thereon one hundred yards, or thereabouts, north-east of that level crossing :
2. A new road, commencing from and out of the new road above mentioned at a point on the eastern side of and close to the said level crossing, and terminating by a junction with the public road leading from the said Leyland Station to and into the turnpike road leading from Wigan to Preston at a point on that public road one hundred and thirty yards, or thereabouts, south-east of the said level crossing :

And when and so soon as the said two new roads are completed and opened to the public, the said two Companies may stop up and discontinue as public highways, and appropriate to purposes connected with the North Union Railway, so much and such parts of the said public road from Preston to Leyland and the said public road from the Leyland Station to the road from Wigan to Preston as will be abolished or will become unnecessary by the construction of the said two new roads :

The said two Companies may enter into and carry into effect agreements with respect to the making of the said two new roads and the acquisition and appropriation of the lands, houses, and buildings which they may so acquire.

44. The powers by this Act granted to the Company and the Lancashire and Yorkshire Company for the compulsory purchase of lands shall not be exercised after the expiration of three years from the passing of this Act. Period for compulsory purchase of lands.

45. The Company and the Lancashire and Yorkshire Company, or either of them, may, in constructing the said two new roads, deviate the same to the extent of the limits of deviation marked on the deposited plans, and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet, but not so as to increase the rate of inclination of those new roads respectively as shown on the deposited sections. Power to deviate in construction of new roads.

46. The site and soil of the portions of roads by this Act authorised to be stopped up and discontinued by the Company and the As to vesting of site and soil of por-

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tions of roads
stopped up
by Company
and Lan-
cashire and
Yorkshire
Company.

Provision as
to repair of
new roads to
be made by
Company
and Lanca-
shire and
Yorkshire
Company.

Lancashire and Yorkshire Company, and the fee simple and inheritance thereof, shall (except where by this Act otherwise provided), if the two Companies are, or if and when under the powers of this Act they become the owners of the lands on both sides thereof, be wholly and absolutely vested in the two Companies.

47. The two new roads to be made by the Company and the Lancashire and Yorkshire Company under the authority of this Act (except the stone, iron, or other structure carrying any new road over the railway of the two Companies, which structure shall be repaired and maintained by and at their expense,) shall, when made and completed respectively, 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 within the township and parish of Leyland are from time to time liable to be repaired or maintained.

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

Power to
Company
and Great
Western
Company to
acquire
lands.

48. Subject to the provisions of this Act, the Company and the Great Western Company jointly, or either of them with the consent of the other, may from time to time enter upon, take, use, and appropriate to purposes connected with the Birkenhead Railway all or any of the lands, houses, and buildings following, delineated on the deposited plans and described in the deposited books of reference relating thereto; (that is to say,)

Certain lands, houses, and buildings in the township of Tranmere, in the parish of Bebington, in the county of Chester, lying on the west side of and adjoining or near to the Birkenhead Railway near Green Lane:

Certain lands in the township and parish of Frodsham, in the county of Chester, lying on the north side of and adjoining or near to the Birkenhead Railway, and near the Frodsham Station thereon:

The two Companies may make and carry into effect agreements with respect to the purchase of the said lands, houses, and buildings, and the use and appropriation thereof.

Provided always, that the Company and the Great Western Railway Company shall neither jointly nor separately, unless otherwise

agreed with the Mersey Railway Company, acquire any property or construct any works in the township of Tranmere south-westward of the red dotted line between the points marked with the letters B and C, shown on a plan signed in duplicate by James Brunlees for the Mersey Railway Company, and William Baker for the other two Companies.

A.D. 1874.

49. The powers by this Act granted to the Company and the Great Western Company for the compulsory purchase of lands shall not be exercised after the expiration of three years from the passing of this Act.

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

50. Subject to the provisions of this Act, the Company, the Midland Company, and the North London Company (lessees of the undertaking of the North and South-western Junction Railway Company, and who are herein-after called "the said lessees") may exercise the powers and execute the works herein-after mentioned; (that is to say,)

Power to lessees of North and South-western Junction Railway to stop up level crossings, &c. and acquire lands.

(1.) They may stop up and discontinue the under-mentioned portions of the under-mentioned roads or footpaths, and all rights of way over or along the same, in the parish of Ealing, in the county of Middlesex; (that is to say,)

So much of the road or footpath which crosses on the level the North and South-western Junction Railway at a point thereon sixty-six yards, or thereabouts, east of the station on that railway known as the Old Kew Station as lies between the boundaries or fences of the North and South-western Junction Railway :

So much of the road or footpath which crosses on the level the North and South-western Junction Railway at a point thereon three hundred and eight yards, or thereabouts, east of the said Old Kew Station as lies between the northern side of the said railway and the southern side of the railway known as the Kew Curve :

So much of the road or footpath which crosses on the level the North and South-western Junction Railway at a point thereon four hundred and sixty-two yards, or thereabouts, east of the said Old Kew Station as lies between the northern side of the said railway and the southern side of the railway known as the Kew Curve :

So much of the road or footpath which crosses on the level the North and South-western Junction Railway at a point thereon six hundred yards, or thereabouts,

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east of the said Old Kew Station as lies between the northern side of the said railway and the southern side of the railway known as the Kew Curve :

- (2.) Before stopping up or interfering with the road or footpath thirdly above mentioned, they may and shall carry that road or footpath over the said railway and the Kew Curve by means of a bridge in the line and according to the levels delineated on the deposited plans and sections relating thereto :
- (3.) They may from time to time enter upon, take, hold, use, and appropriate for the purposes of the said bridge and the approaches thereto all or any of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto, and also for other purposes connected with the said undertaking, the lands following delineated on the deposited plans and described in the deposited books of reference relating thereto ; (that is to say,)

Certain lands in the parish of Chiswick, in the county of Middlesex, lying on the eastern side of and adjoining the Hammersmith Station on the Hammersmith Branch of the North and South-western Junction Railway :

- (4.) They may make and carry into effect agreements with respect to the exercise of the powers by this Act conferred upon them, and with respect to the use and appropriation of the lands so purchased or acquired by them.

Period for compulsory purchase of lands by lessees.

51. The powers by this Act granted to the said lessees for the compulsory purchase of lands shall not be exercised after the expiration of three years from the passing of this Act.

Joint committee of the lessees may exercise their powers of acquiring those lands.

52. The joint committee from time to time acting under the provisions of the North and South-western Junction Railway Act, 1871, may in their own names exercise the power by this Act conferred upon the said lessees of acquiring the lands before described.

Extinguishment of rights of way, &c.

53. All rights of way over or along the several roads, footpaths, streets, courts, passages, thoroughfares, or other highways, or portions thereof, which may, under the provisions of this Act, be stopped up and discontinued, and over any of the lands which may, under those provisions, be purchased or acquired, shall be and the same are hereby extinguished.

Power to North London Company

54. The North London Company may sell and the Company may purchase and hold as part of their undertaking certain coal depôts

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and the yards belonging thereto situate adjoining to the North London Railway, in the several parishes of Saint Pancras, Saint Mary, Islington, Saint John at Hackney, Saint Leonard, Bromley, All Saints, Poplar, and Saint Leonard, Shoreditch, all in the county of Middlesex, or such parts of the same depôts and such other lands of the North London Company intended to be appropriated for the purposes of coal depôts as are agreed to be sold to the Company by the said several agreements respectively dated the 1st day of November 1871, the 22nd day of December 1872, the 22nd day of December 1872, the 22nd day of December 1872, and the 24th day of March 1873, and the North London Company may demise or lease to the Company, and the Company may accept a demise or lease of and may hold as part of their undertaking, certain lands and arches situate in the several parishes of Saint Mary, Stratford-le-Bow, Saint John at Hackney, and Saint Pancras, in the county of Middlesex, and agreed to be demised by the said agreement of the 1st day of November 1871.

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 to sell and lease, and to Company to acquire and hold certain lands.

55. The Company may, notwithstanding anything to the contrary in the Lands Clauses Consolidation Act, 1845, or in any Act relating to the Company with which that Act is incorporated, retain and hold any lands belonging to them which have not yet been applied to the purposes of the Company, or sold or disposed of by them, in the parishes following; (that is to say,)

Extending time for sale of certain superfluous lands.

Parish.	County.
Goldington - - - - -	} Bedford.
Sandy - - - - -	
Potton - - - - -	
Gamlingay - - - - -	} Cambridge.
Hatley, St. George - - - - -	
Kingston - - - - -	
St. Andrew-the-Less, Cambridge	
Narborough - - - - -	Leicester.
Harborne - - - - -	} Stafford.
Wolverhampton - - - - -	
Wellington - - - - -	Salop.
Winwick - - - - -	} Lancaster.
Eccles - - - - -	
Lancaster - - - - -	
Llanfoist - - - - -	} Monmouth.
Llanwenarth-ultra - - - - -	
Llanelly - - - - -	Brecon.
Eglwysfach - - - - -	Carnarvon.
St. Thomas - - - - -	City of Dublin.

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A.D. 1874. — for the periods following, that is to say, as regards such of the lands as are situate near to or adjoining any railway or station of the Company, or as the Company may be of opinion that they may require for the purposes of stations, sidings, or other conveniences, for the period of ten years from the passing of this Act, and as regards the other of the said lands for the period of two years from the passing of this Act :

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

Provisions as to lands in borough of Liverpool in lieu of provisions in Company's Act of 1871.

56. The third sub-section of section 25 of the *London and North-western Railway (Additional Powers) Act, 1871*, shall be and the same is hereby repealed ; and with respect to the acquisition by the Company under the powers of that Act of lands and buildings in the borough of Liverpool, the following provisions shall have effect, and those provisions and that Act shall be read and construed as if those provisions had been inserted in that Act :

(A.) The Company shall lay out and appropriate the land between the south side of Oil Street and the south side of Stewart Street in the manner shown upon the substituted plan signed by the engineer of the Company and the borough engineer :

(B.) The space shown upon the said plan, and coloured brown, and of the width of seventy-five feet, shall at all times hereafter be kept open and unbuilt upon, (except the roof over such space, and the pillars necessary to support the same, and an office or offices for carrying on the business of the Company within the said space, covering an area not exceeding twenty-five square yards,) and such space shall (except as above provided) be exclusively used for loading and unloading purposes, and for the accommodation of carts and other vehicles waiting to be loaded or unloaded, with one outlet for such carts and other vehicles into Great Howard Street not more than twenty-eight feet and not less than twenty-four feet wide, and one such outlet into Waterloo Road of not less than such width as is shown upon the said plan, and such open space shall be of uniform gradient from the level of Great Howard Street at the east end thereof to the level of Waterloo Road at the west end thereof :

(C.) The space shown upon the said plan, and coloured blue, shall (except as herein-after provided, and also except the roof over the same, and the pillars necessary to support the roof, and the

several lines of railway shown upon the said plan, and an office or offices for carrying on the business of the Company within such space, covering an area not exceeding twenty-five square yards,) be exclusively used for loading and unloading purposes, and for the accommodation of carts and other vehicles waiting to be loaded or unloaded, with one outlet for such carts and other vehicles into Waterloo Road not more than twenty-eight nor less than twenty-four feet wide, as shown upon the said plan: Provided always, that the Company may, if they think fit, place in the roof over the said space or any part or parts thereof one storey or floor for the stoving of goods:

- (D.) The Corporation and the Company may, subject to the powers of acquiring and appropriating lands, streets, houses, and buildings by the said Act of 1871 conferred upon the Company, agree upon such modifications and alterations of the foregoing provisions, and the works to be executed and things to be done thereunder, as they may mutually deem desirable and expedient, and such modifications and alterations when so agreed upon shall be deemed to be executed under the authority of this Act, in lieu of the works and things in the foregoing provisions specified or referred to:

And the sixth sub-section of the said section 25 shall be read and construed as if the three openings above mentioned had been referred to therein, instead of the two openings therein mentioned.

57. In exercising the powers of this Act in the said borough of Liverpool, the Company shall conform to the following provisions, regulations, and restrictions; (that is to say,)

For protection of the Corporation of Liverpool.

1. Any building erected on the land at the junction of Great Howard Street and Formby Street forming the site of the cottages numbered 11, 12, 13, 14, 15, 16, 17, and 18 in the deposited plan, shall be set back to the lines shown upon the plan signed by the engineer of the Company and the borough engineer of Liverpool, and the space thereby added to Great Howard Street and Formby Street shall be paved, flagged, and channelled by the corporation:
2. Wherever it may be necessary to interrupt or interfere with any existing sewer or drain, the Company shall, before interrupting or interfering with such existing sewer or drain, construct according to a plan to be approved of by the Corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be interrupted or interfered with, and such substituted sewer or drain shall be connected by and at the expense of the Company with

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—

any existing sewer or drain which may be interrupted or interfered with, and in such manner as shall be approved by the corporation :

3. If by reason of the execution of any of the powers of this Act any increased length of sewer or drain shall become necessary, the same shall be constructed by and at the expense of the Company upon such plan and in such manner as shall be approved by the corporation :
4. If by reason of the execution of any of the powers of this Act the corporation shall at any time necessarily incur any cost in altering any existing sewer or drain, the Company shall repay to the corporation such additional cost, and the same may be recovered in default of payment in any court of competent jurisdiction :
5. The provisions of the Railways Clauses Consolidation Act, 1845, contained in the sections 18 to 23 inclusive, shall apply to the mains, watercourses, and water pipes of the corporation, and whenever in those sections the words "Company" or "Society" are used, the same shall for all the purposes of this Act be held to extend to and include the corporation :
6. Whenever the water mains or pipes of the Corporation shall be severed or interfered with by the works authorised by this Act, and it is necessary for maintaining the supply of water to lay additional water 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 :
7. If by reason of the execution of any of the works by this Act authorised any increased length of water mains or pipes shall become necessary, the same shall be laid down by the corporation at the expense of the Company upon such plan and in such manner as shall be approved of by the Corporation.

Confirmation
of agree-
ments with
the Irish
North-
western and
Dundalk
Companies.

58. The articles of agreement dated the first day of May one thousand eight hundred and sixty-six, and made between the Company of the first part, the Irish North-western Railway Company of the second part, and the Dundalk and Greenore Railway Company (now the Dundalk, Newry, and Greenore Railway Company) of the third part, and the articles of agreement dated the sixth day of January one thousand eight hundred and seventy, and made between the Company of the first part, the Irish North-western Railway Company of the second part, and the Dundalk and Greenore Railway Company of the third part, and the memorandum of agreement dated the third day of July one thousand eight hundred and seventy-three,

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and made between the Company of the first part, the Irish North-western Railway Company of the second part, and the Dundalk and Greenore Railway Company of the third part, which are set forth in the second schedule to this Act, are hereby respectively confirmed and made binding upon the parties thereto: Provided always, that each of the said agreements shall be subject to the same periodical revision by the Board of Trade, or any person or persons to whom the jurisdiction of the said Board of Trade in that behalf has been or may be transferred, as they would have been subject to if this Act had not passed, and in case of such intended revision notices thereof shall be published in such form as the Board of Trade may direct.

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59. All the provisions contained in sections 6 and 7 of the London and North-western Railway (Traffic Arrangements) Act, 1864, sections 42, 43, 44, 45, and 46 of the Dundalk and Greenore Rail-Act, 1867, and section 9, with the exception of sub-section (c) of the London and North-western Railway (Steam Vessels) Act, 1870, for the protection of persons and companies, which would have applied to agreements made under those Acts, or any or either of them, shall apply and extend, so far as they are capable of being applied and extended, to the agreements confirmed by this Act.

Provisions of former Acts made applicable to said agreements.

60. The Company may from time to time, with the authority of three fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, subscribe (in addition to the sums which the Company are already authorised to subscribe) any sum which they think fit, not exceeding in the whole fifty thousand pounds, towards the undertaking of the Manchester South Junction Company:

Power to Company to subscribe to Manchester South Junction Company.

Provided always, that the Company shall not sell, dispose of, or transfer any of the shares or stock in the Manchester South Junction Company for which they may subscribe.

61. The Company may from time to time, with the authority of three fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, subscribe (in addition to any sums which they are already authorised to subscribe) any sum which they think fit, not exceeding in the whole ten thousand pounds, to the Drogheda Company for the purposes of the Dublin and Drogheda Railway (North Wall Extension) Act, 1869, and all the provisions of that Act with respect to the money which the Company are thereby authorised to subscribe shall apply to and include any and every sum of money which the Company may subscribe under the authority of

Power to Company to subscribe to Drogheda Company.

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this Act, as fully and effectually as if the sum so subscribed had been subscribed under the authority of that Act.

Contributions made by Company towards expenses of Preston and Wyre Railway confirmed.

62. The contributions which have from time to time been made by the Company towards the cost on capital account of or connected with the widening of the line of railway, and the enlargement, extension, and improvement of the undertaking of the Preston and Wyre Company, and the stations, sidings, and other works and conveniences connected therewith, amounting in the whole to the sum of fifty thousand pounds in addition to the money on capital account which they are already authorised to contribute to that undertaking are hereby sanctioned and confirmed.

Company may contribute towards funds of provident society.

63. The Company may from time to time, with the authority of three fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, contribute or subscribe to the funds of the London and North-western Railway Provident Society any sum or sums of money they think fit, not exceeding in the whole one thousand pounds.

Power to Company to exercise borrowing powers of Dundalk Company.

64. The Company may from time to time, with the previous consent of the Dundalk Company under their common seal, grant and issue in their own name, and under their own seal, and upon the security of their own undertaking, mortgages, or create and issue debenture stock in renewal of or in exchange, substitution, or satisfaction for mortgages, bonds, or debentures of the Dundalk Company :

Provided always, that as between the Company and the Dundalk Company the interest or dividends from time to time paid by the Company upon or in respect of the mortgages or debenture stock so granted or created and issued, shall be deemed to be a debt owing by the Dundalk Company to the Company, and may accordingly be debited to the Dundalk Company in account between them and the Company, or at the option of the Company may be sued for and recovered by them against the Dundalk Company in any court of competent jurisdiction :

Provided also, that the amount in respect of which the powers above conferred upon the Company are exercised by them, shall not together with the amount from time to time owing on mortgage or debenture, or raised by means of debenture stock by the Dundalk Company, at any time exceed the amount which that company is authorised to borrow or raise by mortgages, bonds, and debenture stock.

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65. The period limited by the Dublin and Drogheda Railway (North Wall Extension) Act, 1869, for the construction and completion of the railway by that Act authorised, is hereby extended for the period of two years from the twelfth day of July one thousand eight hundred and seventy-four.

Extension of time for completion of Dublin and Drogheda North Wall Extension Railway. Imposing penalty unless that railway opened.

66. Sections ten and eleven of the Dublin and Drogheda Railway (North Wall Extension) Act, 1869, shall be and the same are hereby repealed.

If the Drogheda Railway Company fail within the extended period by this Act limited to complete the railway authorised by the said Act of 1869, they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited, until that railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of that railway.

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

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of the Accountant General of the Court of Chancery in Ireland, in the bank and to the credit specified in such warrant or order, and shall not be paid thereout except as herein-after provided.

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

67. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the Dublin Gazette shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said railway of the Drogheda Company, or any part thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property for the purposes of the said railway conferred upon the Drogheda Company,

Providing for application of such penalty.

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and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in Ireland may seem fit.

If no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall 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 Court of Chancery in Ireland thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion of the court, if the Drogheda 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 that Company, or be otherwise applied as part of the assets of that Company for the benefit of the creditors thereof.

On expiration of time for completion of that railway, powers to cease.

68. If the said railway of the Drogheda Company be not completed within the extended period limited by this Act, then on the expiration of that period the powers of the Drogheda Company for making and completing that railway or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as shall then be completed.

Power to Company to raise additional money by creation of shares.

69. The Company from time to time may raise for the purposes of this Act and for the general purposes of their undertaking by the creation and issue of shares such capital as they shall think necessary, not exceeding eight hundred thousand pounds, exclusive of the capital which they are or may be authorised to raise by any other Act or Acts of Parliament, and the Company may create and issue such shares either wholly or partially as ordinary or wholly or partially as preferential shares, as they may think fit.

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

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

Except as otherwise provided, new shares to

71. The share capital created by the Company under this Act, and the shares therein, and the holders of those shares respectively (except any share capital and shares therein to which a preferential

dividend is attached, and the holders of those shares respectively) shall be subject and entitled to the same powers, provisions, forfeitures, liabilities, rights, privileges, and incidents whatsoever in all respects as if that capital were part of the now existing ordinary share capital of the Company, and those shares were shares in that ordinary capital.

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be subject to same incidents as ordinary shares.

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

Dividends on new shares.

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

Votes and qualifications in respect of new shares.

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

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

74. The Company may raise by the creation of stock the money which they are by this Act, or by any other Act passed in the present session of Parliament, whether before or after the passing of this Act, authorised to raise by the creation of shares or any part thereof.

Company may create and issue stock in lieu of shares.

The Company may create and issue such stock either wholly or partially as ordinary or wholly or partially as preferential stock, as they may think fit, and all the provisions of this Act with respect to the shares by this Act authorised to be created and the holders thereof shall, so far as applicable, apply to the stock created under the authority of this present enactment and the respective holders thereof, as fully and effectually as if those provisions were re-enacted in respect of that stock and the respective holders thereof.

75. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock, and to the provisions of this Act and any other Act passed in the present session of Parliament, whether before or after the passing of this Act, by which the Company may be authorised to raise capital

New shares or stock raised under this Act and any other Act of past or present

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Receipt in case of persons not sui juris.

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

Power to borrow on mortgage.

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

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

Arrears may be enforced by appointment of a receiver.

78. Every provision in any Act passed before the present session of Parliament, whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking, with respect

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

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

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

Company may create debenture stock.

80. All mortgages or bonds granted or to be granted under the authority of any former Act relating to the Company shall, during the continuance thereof, have priority over any mortgages granted by virtue of this Act, but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Existing mortgages to have priority.

81. All moneys raised under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied only to the purposes to which by this Act they are made applicable.

Application of moneys.

82. The Company may apply to any of the purposes to which the moneys by this Act authorised to be raised are made applicable, any of the moneys which they now have in their hands or which they have power to raise by shares, stock, debenture stock, or mortgage by virtue of any 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 apply corporate funds to purposes of Act.

83. The Lancashire and Yorkshire Company may apply for or towards the purposes of this Act which they are empowered to carry into effect any moneys which they now have in their hands or which they have power to raise by shares or stock or mortgage, and which are not by any Act relating to that company made applicable to

Lancashire and Yorkshire Company may apply corporate funds to purposes of this Act.

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Great Western Company may apply corporate funds to purposes of this Act.

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

Midland Company may apply corporate funds to purposes of this Act.

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

North London Company may apply corporate funds to purposes of this Act.

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

Interest not to be paid on calls paid up.

87. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him, but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

Deposits for future Bills not to be paid out of capital.

88. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway, or to execute any other work or undertaking.

Railways not exempt from provisions of present and future general Acts.

89. Nothing in this Act contained shall exempt the Company or the 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 the Company. A.D. 1874. —

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

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SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

DESCRIBING Lands, Buildings, and Manufactories of which portions only are required.

Township or Parish.	Number on deposited Plan.
Parish of Burton-upon-Trent (Burton Branches, No. 1)	173
Parish of Watford (additional lands)	2
Parish of Walton-on-the-Hill (additional lands)	41 ^a

SECOND SCHEDULE.

ARTICLES OF AGREEMENT made the first day of May, in the year of our Lord one thousand eight hundred and sixty-six, between the London and North-western Railway Company (herein-after called "the English Company") of the first part, the Irish North-western Railway Company (herein-after called "the Irish Company") of the second part, and the Dundalk and Greenore Railway Company (herein-after called "the Dundalk Company") of the third part.

WHEREAS the English Company are the owners of and work over lines of railway from Birmingham, Manchester, Liverpool, and other important towns in England to Holyhead: And whereas the Irish Company are the owners of and work over lines of railway from Londonderry, Enniskillen, and other important towns in Ireland to Dundalk: And whereas by the "Dundalk and Greenore Railway Act, 1863," the Dundalk Company were authorised to make and maintain a line of railway commencing by a junction at Dundalk with the railway of the Irish Company, and terminating at Greenore with quay works at Greenore: And whereas by the Newry and Greenore Railway Act, 1863, and the Newry and Greenore Railway (Further Powers) Act, 1865, provision has been made for the making at or near to Greenore of works partly in substitution for and in other respects in connexion with part of the line and works authorised by the Dundalk and Greenore Railway Act, 1863, and for the same being made under the direction of a committee called "the Greenore Works Committee," consisting of nominees of the Dundalk Company and of the Newry and Greenore Railway Company respectively: And whereas by the London and North-western Railway (Traffic Arrangements) Act, 1864 (section 3), the English Company on

the one hand and the Irish Company and the Dundalk Company on the other hand are authorised from time to time to enter into and carry into effect and from time to time to alter and vary arrangements and agreements with reference to the transmission of traffic upon or over the railways of the three Companies parties hereto, and with reference to the fixing and ascertaining, division and apportionment between the three Companies (parties hereto) of the tolls, rates, and charges arising from such traffic; and (section 4) the three Companies (parties hereto) on the one hand and the owners of the steam packets or other vessels on the other hand are authorised to make arrangements with reference to the transmission and interchange of traffic between the ports of Dundalk and Greenore, or either of them, and the port of Holyhead: And whereas it would be advantageous to the public and to the three Companies parties hereto respectively that facilities for through traffic passing over their respective systems of railway and conveyed by steam vessels between Holyhead and Dundalk and between Holyhead and Greenore respectively should be afforded, and the three Companies parties hereto have accordingly determined to enter into and execute these presents by way of agreement as herein-after appearing: And whereas, in accordance with the London and North-western Railway (Traffic Arrangements) Act, 1864, this Agreement has been sanctioned by at least three fifths of the votes of the respective shareholders of each of the three Companies parties hereto present in person or by proxy at extraordinary general meetings of the three Companies parties hereto respectively specially convened for the purpose, the extraordinary meeting of the English Company having been held on the 12th day of April 1866, and the extraordinary meeting of the Irish Company having been held on the 28th day of February 1866, and the extraordinary meeting of the Dundalk Company having been held on the 1st day of March 1866: And whereas it is intended that this Agreement shall be submitted to the Board of Trade for their approval thereof: Now, therefore, these presents witness, that for the considerations herein appearing it is hereby agreed by and between the English Company for themselves and their assigns on the one hand, and the Irish Company and the Dundalk Company for themselves respectively and their respective assigns on the other hand, each of the three Companies parties hereto agreeing in respect only of the acts and defaults of themselves and their respective assigns, and their respective directors, officers, agents, and servants, as follows; that is to say,

Article 1. In the construction of these presents the words and expressions following have the meanings following:

(a.) The expression "the three Companies," while the Irish Company are not under Parliamentary authority managing and working the Dundalk lines, means and includes the English Company, and the Irish Company, and the Dundalk Company, and if and while the Irish Company are under Parliamentary authority managing and working the Dundalk lines, means and includes only the English Company and the Irish Company:

(b.) The expression "the two Companies," while the Irish Company are not under Parliamentary authority managing and working the Dundalk lines, means and includes the Irish Company and the Dundalk Company, and if and while the Irish Company are under Parliamentary authority managing and working the Dundalk lines, means only the Irish Company:

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- (c.) The expression "the English lines" means and includes the several lines of railway from time to time belonging to or worked over by the English Company
- (d.) The expression "the Irish lines" means and includes the several lines of railway from time to time belonging to or worked over by the Irish Company :
- (e.) The expression "the Dundalk lines" means and includes the several lines of railway from time to time belonging to or worked over by the Dundalk Company :
- (f.) The expression "the three lines" means and includes the English lines and the Irish lines and the Dundalk lines :
- (g.) The word "traffic" means and includes, except where otherwise expressed, all traffic, whether of mails, troops, police, passengers, parcels, carriages, cattle, and other animals, minerals, merchandise, and other articles, from time to time conveyed by the three Companies respectively :
- (h.) The expression "goods traffic" means and includes parcels, carriages, cattle, and other animals, minerals, goods, and other articles which respectively are not carried in passenger trains :
- (i.) The expression "the Clearing House" means the English railways clearing house :
- (j.) The expression "the Clearing House regulations" means the regulations from time to time in force of the Clearing House, and applicable to the matter with respect to which the expression is used :
- (k.) The expression "half-yearly days" means and includes the 30th day of June and the 31st day of December :
- (l.) The expression "half year" means and includes the half year ending with one of the half-yearly days.

Article 2. The three Companies will forthwith establish and at all times maintain between all principal stations on the three lines respectively, a complete system of through fares and rates and through booking and invoicing for all cross channel traffic over their respective systems of railway, by way of Holyhead and Greenore respectively, with such modifications (if any) from time to time of the system as circumstances require, and respectively as are proper and sufficient for the due conduct of all the traffic, and every difference as to the performance of this article, or as to any station being a principal station, or as to the necessity, propriety, or sufficiency of any such modification, shall be determined by arbitration.

Article 3. The through fares and rates to be taken by the three Companies respectively for traffic conveyed partly over any part of the English lines and partly over any part of the two lines, or either or them, and whether or not also over any other railway, shall from time to time be agreed upon between the respective boards of directors of the three Companies, or if and when they fail to agree, then shall be determined by arbitration.

Article 4. The through fares and rates may cover the whole trip by sea as well as by railway.

Article 5. The through rates from time to time fixed for any traffic shall include the terminal charges in accordance with the Clearing House regulations for the respective traffic.

Article 6. Provided that the fares, rates, and charges from time to time fixed in accordance with this Agreement, shall in no case exceed the fares, rates, and

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charges which are for the time being the lawful maximum fares, rates, and charges respectively.

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Article 7. The through fares and rates fixed in accordance with this Agreement and from time to time in force shall be binding on the three Companies respectively, and shall be in good faith observed and carried into effect by them respectively.

Article 8. The three Companies respectively will convey on the three lines respectively all traffic for which through fares and rates are fixed in accordance with this Agreement at the through fares and rates so fixed and from time to time in force.

Article 9. No departure from any of the through rates and fares from time to time in force shall be made directly or indirectly by any of the three Companies without the consent of the three Companies, testified by writing under the hands of their respective chairmen or secretaries or traffic managers.

Article 10. If and whenever any of the three Companies by granting free passage or otherwise howsoever, affect the receipts from any of the through fares and rates respectively, the respective companies shall in the accounts kept for the purposes of this Agreement be charged with the full amount with which otherwise they would be chargeable.

Article 11. Provided that the Irish Company shall not be required to invoice through, to or from any station or place on the Irish lines within fifty miles from Dundalk, any goods traffic at any rates which will not on the apportionment and division of the joint fund provided for by Articles 26 and 27 yield to them in respect of that traffic a sum equal to seventy-five per cent. of their local rates for like traffic between that station or place and Dundalk.

Article 12. The three Companies will forthwith establish and at all times maintain for and afford to each other all proper and sufficient facilities for the interchange, reception, accommodation, conveyance, and delivery of all traffic to which this Agreement relates, with such an arrangement of trains between the several principal stations on the English lines and Holyhead, and between the several principal stations on the two lines respectively, and Dundalk and Greenore respectively (but so as not to disarrange the connexion of the Irish Company with the railways now running in connexion therewith, unless with consent of the Irish Company), and all such other facilities for through traffic as are usual between railway companies working together as friendly companies, and with such modifications (if any) from time to time of the facilities as circumstances require and respectively as are proper and sufficient for the due conduct of the traffic, and every difference as to the performance of this article, or as to the necessity, propriety, or sufficiency of any such modification, shall be determined by arbitration.

Article 13. Each of the three Companies will at all times receive, accommodate, convey, and deliver on equal terms in all respects with and as if the same were their own proper traffic all through traffic of the other companies respectively, to be in accordance with this Agreement received, accommodated, conveyed, and delivered by the respective companies, and every difference as to the performance of this article shall be determined by arbitration.

Article 14. For the purposes of the interchange of traffic, the times for the arrival and departure of the trains of the three Companies respectively at and from Holyhead and Greenore respectively shall from time to time be so arranged by the three Companies respectively as to afford the utmost facilities for the traffic passing at those places respectively on and off the three lines respectively,

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Article 15. The arrangements which in accordance with section 4 of the London and North-western Railway (Traffic Arrangements) Act, 1864, are to be made with respect to steam packets and other vessels shall be made prior to the opening of the Dundalk lines, and shall be made on the following principle, viz., in the division of the receipts arising from through traffic, including the fares and rates arising from trip by sea as well as by railway, the steamboats shall, if required, be allowed out of such through traffic receipts more than their actual mileage for such period as may be agreed upon between them and the three Companies, and no payment shall be made to steamers otherwise than as in this article declared.

Article 16. If and whenever it is determined by arbitration that there has been any failure by any of the three Companies in the due performance of Articles 12, 13, and 14, or any of them, then any of the three Companies aggrieved thereby may appoint and employ, at all or any of the principal stations on the lines of the company so in default, or at all or any of the towns or places where those stations are, their own agents for the purpose of collecting traffic to be conveyed by way of Holyhead, in accordance with this Agreement.

Article 17. If and whenever any agent is so appointed and employed the Company so in default will afford to him at all reasonable times full and free access to and accommodation and facilities at their station with respect to which he is so appointed and employed for enabling him to collect and receive, and accommodate, and to book and invoice there, and to transmit therefrom all the traffic for the collecting of which he is so appointed and employed.

Article 18. The nature and extent of the access, accommodation, and facilities to be so afforded, and the terms, pecuniary and otherwise, on which the same are to be so afforded, shall from time to time, if and so far as the same respectively are not agreed on between the Company affording the same and the Company appointing and employing the agent, be determined by arbitration.

Article 19. Every agent so appointed and employed shall be bound by and conform to all the laws, rules, and regulations of the Company owning or managing the station which from time to time are made for the government of their own officers or agents performing at the station like duties and are in force.

Article 20. Except only as is otherwise provided for by Articles 16, 17, and 18 respectively, the handling and management of all traffic on the three lines respectively, and in and at the stations, yards, and buildings on and connected with the three lines respectively, shall rest exclusively with whichever of the three Companies from time to time own, manage, or work the respective lines, stations, yards, and buildings.

Article 21. As regards terminal services actually performed by the three Companies respectively, in relation to any traffic to which this Agreement relates, they respectively shall be entitled to terminal allowances for the same in accordance with this Agreement, but in no case shall any terminal charge be allowed in respect of any passenger.

Article 22. Provided that in no case shall any allowance for any terminal service exceed the amount which by the Clearing House regulations is allowed, except by agreement.

Article 23. All questions as to terminal allowances, and all other matters relating to traffic and receipts, not otherwise specially provided for by this Agreement, shall be determined by the Clearing House regulations, or them failing, by arbitration.

Article 24. The gross receipts of the three Companies respectively, in respect of the through fares and rates fixed in accordance with this scheme, and from time to time in force, and including the proportion of the through fares and rates attributable to the sea passage, shall be brought into account between the three Companies, and be dealt with, apportioned, and divided in accordance with Articles 25 to 36, both inclusive.

Article 25. Out of the gross receipts in respect of the through fares and rates fixed in accordance with this Agreement, there shall in the first place be allowed to the steam packets or other vessels conveying the traffic whence those gross receipts arose such portion thereof as shall be determined or agreed upon according to Article 15, and the balance of these gross receipts shall for the purposes of this Agreement be deemed to be the gross receipts for the three lines.

Article 26. Out of the gross receipts from the three lines there shall in the first instance be allowed to the English Company the Government duty on receipts from passenger traffic on the English lines, and to the three Companies respectively paid-ons and paid-outs, and the other terminal allowances to be made to them respectively, in accordance with this Agreement, and to the Dundalk Company the tolls, rates, and charges paid for the use of joint works at Greenore, and balance of the gross receipts for the three lines shall form a joint fund for the purposes of this Agreement.

Article 27. The joint fund shall be apportioned and divided between the three Companies up to every half-yearly day as follows:

(a.) In the first place, there shall be paid out of the joint fund to the Dundalk Company such a sum as with their gross receipts from the local traffic on the Dundalk lines, and their other sources of income for the respective half year, will enable them to pay the management, maintenance, and working expenses for the respective half year of the Dundalk lines, in accordance with Articles 30 and 31, and the interest on their debentures and other debts and dividends on their capital, in accordance with Articles 32 to 36, both inclusive:

(b.) The balance of the joint fund shall be divided between and paid to the English Company and the Irish Company, in accordance with their respective mileage proportions of the distance over which the traffic whence the gross receipts for the three lines arose was carried on the English lines and the Irish lines respectively.

Article 28. Provided, that if and so long as the English Company require the Irish Company to invoice through any goods traffic over any part of the Irish lines to any station or place on or beyond the English lines, between which station or place and Dundalk or Greenore the route by way of Holyhead is not the shortest route, then and in every such case so much of the receipts from that traffic as is included in the balance of the joint fund shall be accounted for to and divided with the Irish Company as if that goods traffic passed by the shortest route between that station or place and Dundalk.

Article 29. Provided, that if and whenever any company, not one of the three Companies, are able and willing to invoice through with the English Company or any other company in England, any goods traffic from any station or place on

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A.D. 1874. — the Irish lines within fifty miles from Dundalk by any route at through rates which, if the same formed part of the gross receipts mentioned in Article 25, would on the apportionment and idvision of the joint fund in accordance with Article 27, be more favourable to the English Company than the apportionment and division in accordance with that article of so much of the through rates actually received for that traffic as forms part of the joint fund, then the apportionment and division, in accordance with that article, of so much of the through rates for that traffic as forms part of the joint fund shall be modified accordingly, so as to place the English Company on a footing as to mileage proportion not less favourable than the footing on which they would be if they invoiced through that traffic by that route.

Article 30. The management, maintenance, and working expenses of the Dundalk lines shall, for the purposes of Article 27, be taken to amount to one half of the aggregate of the Dundalk Company's gross receipts from the local traffic on the Dundalk lines and their other sources of income, and what (if the gross receipts from the three lines were divided between the three Companies in accordance with their respective mileage proportions of the distance over which the traffic, whence the gross receipts from the three lines arose, was carried on the three lines respectively) would be their mileage proportion in respect of the Dundalk lines of the gross receipts from the three lines.

Article 31. Provided that if at any time or times hereafter the Irish Company under Parliamentary authority manage, maintain, and work the Dundalk lines, then so long as they manage, maintain, and work the same, management, maintenance, and working expenses of the Dundalk lines shall be taken to amount either to the one half provided by Article 30, or to the actual cost thereof, whichever be the larger amount, and every difference as to the actual cost thereof shall be determined by arbitration, and the deficiency (if any) shall be payable out of the gross receipts before such division as is provided for by Article 27.

Article 32. For the purposes of Article 27, the Dundalk Company's debenture and other debts bearing interest, and capital bearing dividend, shall not at any time, without or otherwise than in accordance with the previous consent of the English Company and the Irish Company respectively in writing under their respective common seals, exceed the capital now authorised, namely, one hundred and ten thousand pounds capital, and thirty-six thousand six hundred pounds borrowing powers.

Article 33. For the purposes of Article 27, the interest to be paid on the Dundalk Company's debenture and other debts bearing interest shall be the interest from time to time actually payable thereon, and the dividend to be paid on their capital shall be dividend at the rate of five pounds per centum per annum on the amount of their capital from time to time paid up by way of deposit on calls, and in advance of calls respectively.

Article 34. For the protection of the English Company and the Irish Company respectively, the Dundalk Company, whenever they have to raise money by debentures, whether originally or by way of renewal, will give at least one month's notice thereof to each of the English Companies and the Irish Company in order to afford to them respectively the opportunity of procuring the money for the Dundalk Company at a rate of interest as low as from time to time is practicable, and will not raise any of the money at a rate of interest higher than the rate at which the money can be so procured.

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Article 35. For the further protection of the English Company and the Irish Company respectively, the Dundalk Company from time to time will give to them respectively notice of all the Dundalk Company's debentures and other debts bearing interest, and if and whenever the English Company and the Irish Company or either of them, by notice to the Dundalk Company, require them to substitute debenture debt for any other debt bearing interest, and procure for the Dundalk Company the money requisite for the purpose, and the Dundalk Company can lawfully take the money on debenture, they will do so, and will thereupon pay off the respective other debts bearing interest.

Article 36. Provided that Articles 34 and 35 respectively apply only to the Dundalk Company's debenture and other debts bearing interest which from time to time are within Article 32.

Article 37.—The three Companies will at all times keep proper and sufficient vouchers, and render to the Clearing House true and perfect accounts of all the traffic to which this Agreement relates, and of all the through fares and rates received or receivable by the three Companies respectively in respect of the same, and of all other matters requisite for the purposes of this agreement to be included therein.

Article 38. The accounts to be so kept shall be kept with all such details as are proper and sufficient for the full elucidation and for showing the correctness thereof respectively, and as regards all receipts in respect of through fares and rates of traffic conveyed partly on the three lines or any of them and partly on any other railway, for showing the due mileage proportion thereof attributable to the three lines or any of them, and also for showing the proportions in which the through fares and rates received in respect of or attributable to the three lines or any two of them are attributable to those lines respectively.

Article 39. If the working of the system of through booking and invoicing provided for by this Agreement begin on any day other than one of the half-yearly days, due allowance in respect of the broken half year shall be made in the accounts to be kept in accordance with this Agreement.

Article 40. Every difference as to the mode of keeping, or the propriety or sufficiency of the accounts or vouchers, or any of them, or as to the mode or time of rendering the accounts or any of them, shall be determined by arbitration.

Article 41. All accounts and vouchers to be kept in accordance with this Agreement shall respectively be open at all reasonable times to the inspection and transcription of the secretaries, assistants, and other agents of the three Companies respectively, and the three Companies respectively will afford all proper and sufficient facilities for the inspection and transcription, including free passes for the secretaries, accountants, or other agents, and the services of the clerks, and the use of rooms, stationery, fire, and lights.

Article 42. Each of the three Companies respectively will whenever thereunto required by any other of the three Companies or their secretary, accountant, or other agents, duly explain and verify the accounts to be kept by the respective Company in accordance with this Agreement, or any of them, or any of the items thereof, and produce to the respective secretary, accountant, or other agents for the explanation and verification thereof, all proper and sufficient books, accounts, and vouchers, and every difference as to the propriety or sufficiency thereof shall be determined by arbitration.

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Article 43. The accounts to be kept in accordance with this Agreement shall be passed and settled half-yearly through the Clearing House in accordance with the terms and conditions of this Agreement.

Article 44. The balance of the accounts for every half year shall be settled and discharged within four weeks after the end of the respective half year.

Article 45. If and whenever any of the three Companies fail in duly keeping or producing any account or voucher by this Agreement required to be kept or produced by the same Company, or in duly rendering to the Clearing House any account by this Agreement required to be so rendered by them, every reasonable presumption which the case will admit shall be made against the Company so in default and in favour of the other Companies respectively, and every difference as to the fact of any such failure or as to the extent of any such presumption shall be determined by arbitration.

Article 46. All matters which, in accordance with any of the preceding articles of this Agreement, are to be determined by arbitration, and all questions and differences between the three Companies or any two of them from time to time arising on or with reference to this Agreement, or the construction or effect or any of the incidents or consequences thereof on or with reference to any of the subject matters of this Agreement, or on or with reference to any act, deed, matter, or thing from time to time made, done, suffered, or omitted, or to be made, done, suffered, or omitted in pursuance of this Agreement, or otherwise arising out of or relating to this Agreement, or any of the subject matters thereof, or any claim or demand touching the same, shall be and the same are respectively by this Agreement submitted and referred by the three Companies, or, as the case happens, by the two Companies, to the arbitration of the person who from time to time is the single arbitrator for the purposes of this Agreement.

Article 47. All matters which, in accordance with any of the articles of this Agreement preceding Article 46, are to be determined by arbitration, shall, for the purposes of this Agreement, be deemed to be matters on which the three Companies differ.

Article 48. So far as is requisite for full effect being given thereto, this Agreement shall have effect as an agreement in pursuance of the "Railway Companies Arbitration Act, 1859," for a reference by the three Companies and every two of them respectively to the arbitration of a single arbitrator, and the several powers and provisions of that Act, so far as the same are applicable, shall, for the purposes of this Agreement, have effect accordingly.

Article 49. The Companies in difference, or any of them, may at any time, and from time to time, by notice to the arbitrator, require him to hear, consider, and award on all or any of the differences, questions, or other matters by this Agreement submitted by the Companies in difference to arbitration.

Article 50. The notice to the arbitrator shall be in writing under the respective hands of the chairmen of the Companies in difference, or, as the case happens, under the hand of the chairman of the Company giving the notice, and shall be delivered to the arbitrator personally.

Article 51. Where the notice to the arbitrator is intended to be given by one or two only of the Companies in difference, that Company or those Companies shall, at least fourteen clear days before the delivery thereof to the arbitrator, give to the other Company or Companies in difference notice of the intention of the Company or Companies giving the notice to require the arbitrator to act,

and that notice shall contain a copy of the notice intended to be given to the arbitrator and the name of the arbitrator. A.D. 1874.

Article 52. The arbitrator shall not enter on the business of any reference under this Agreement, unless and until in accordance with the Articles 49 and 50 he is called on to act therein.

Article 53. When from time to time the arbitrator is so called on to act, his award shall be confined to the different questions or other matters specified in the notice delivered to him in accordance with Articles 49 and 50, and such other matters (if any) within the scope of this Agreement as are in his judgment incidental or accessory to the differences, questions, or other matters so specified.

Article 54. Provided that when any such reference is made, the Companies in difference may, by writing under the hands of their respective chairmen, specify any other difference, question, or other matter to be awarded on, and thereupon the same shall be deemed to be specified in the notice delivered in accordance with Articles 49 and 50.

Article 55. When the arbitrator makes his complete award by several awards, it shall not be an objection to a later award that it alters or revokes any of the terms and conditions of an earlier award.

Article 56. The arbitrator may make his award or any of the terms thereof conditional or alternative, and by his award may direct consistently with the lawful powers, duties, and obligations from time to time of the three Companies respectively, that any act, deed, or thing shall for the better carrying into effect of this Agreement or any award thereunder be done, made, suffered, or omitted by the Companies in difference, or any of them, and may prescribe such lawful conditions for insuring the due performance and observance of the award as he thinks fit, including, if he thinks fit, any lawful condition that in the event of any failure by any of the Companies in difference in the due performance or observance of the award any sum or sums shall be paid by the Company or Companies in default to the other Company or the other Companies or either of them as liquidated damages for the failure.

Article 57. Where the three Companies, or any two of them, are in difference, and only one or two of the three Companies or only one of the two Companies requires the arbitrator to act, he may determine and award whether the conduct of the Companies so requiring him to act, or either of them, or of the Company so requiring him to act, was frivolous or vexatious, or both.

Article 58. In every case the arbitrator may determine and award whether the conduct of any of the Companies in difference in and about the business of the reference was frivolous or vexatious, or both, and whenever any of the Companies in difference were guilty of or occasioned any improper delay in or about commencing or proceeding in the reference, and whether any of the Companies in difference with respect to the reference occasioned any needless loss or damage or any unjustifiable expense to any other of the Companies in difference.

Article 59. Where the arbitrator, in accordance with Article 57 or Article 58, awards that any of the Companies in difference was guilty of or occasioned any improper delay, or that any of the Companies in difference occasioned any needless loss or damage or any unjustifiable expense to any other of the Companies in difference, he may assess and award any lawful sum to be paid in that behalf by the Company or Companies so found to be in default to the Company or Companies so found to be aggrieved.

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Article 60. Where by any award made under this Agreement any sum is lawfully made payable by any of the three Companies to any other of them, the Company awarded to pay the same will in accordance to the award pay to the Company awarded to receive the same the sum so awarded.

Article 61. Neither of the three Companies will at any time commence or continue any proceedings whatsoever at law or in equity against any other of the three Companies with respect to any matter whatsoever which could be determined by arbitration under this Agreement, except any proceedings for compelling the reference of the matter to arbitration in accordance with this Agreement, or for giving effect to the reference or to any award thereon.

Article 62. A person from time to time appointed by the respective chairmen of the three Companies, by writing under their hands, or failing their agreement thereon, then a competent and impartial person, to be on the application of the three Companies or any of them named in that behalf by the Board of Trade, shall be the single arbitrator for the purposes of this Agreement.

Article 63. The person from time to time appointed in accordance with Article 62 by the three chairmen shall, until his appointment is revoked by writing under the hands of the respective chairmen of the three Companies, be the standing arbitrator for the purposes of this agreement; but the person from time to time appointed in accordance with that article by the Board of Trade shall be the arbitrator for that time only.

Article 64. Every notice, requisition, account, or other writing to be given for any of the purposes of this Agreement by or on the part of any of the three Companies to the others or any other of them, shall be deemed to be duly given if it be signed by the chairman or the secretary of the Company giving it, and be delivered for the other Company or each of the other Companies to their respective chairman or secretary, or be left for them with one of their principal officers at, as regards the English Company, their Euston Station, or as regards the Irish Company, their Dublin Office, or as regards the Dundalk Company, their Dundalk Station or office.

Article 65. Provided that any such writing so signed may be sent by post as a registered letter addressed to the chairman or secretary to whom it might be so delivered, and every such letter so sent by post shall for the purposes of this Agreement be deemed to be delivered to the person to whom it is addressed on the day on which in the ordinary course of the post it ought to be delivered at the place to which it is addressed.

Article 66. Every notice or other writing to be given for any of the purposes of this Agreement by the arbitrator to the three Companies or any of them, shall be deemed to be duly given to them if it be signed by the arbitrator, and be delivered, left, or sent in accordance with Article 64 or Article 65.

Article 67. The three Companies respectively and their respective directors, officers, agents, and servants, will at all times afford to each other all lawful, reasonable, and sufficient facilities for enabling the three Companies and every of them respectively to obtain the full benefits intended to be secured to them respectively by this Agreement.

Article 68. Each of the three Companies will at all times fully indemnify and save harmless the other Companies and the joint fund from and against all penalties, forfeitures, losses, damages, costs, charges, and expenses, liabilities, claims, and demands whatsoever in any way happening by reason of any act or

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default of the respective Company or their directors, officers, agents, or servants, or any of them, in relation to any of the subject matters of this Agreement.

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Article 69. In order that this Agreement may be duly carried into effect, the Dundalk Company by themselves, or as the case requires, by the Greenore Works Committee, will duly make and complete the Dundalk and Greenore Railway, including the quay works at Greenore, so far as is requisite for the purposes of this Agreement, and so that the same shall within the time or times in that behalf limited by Parliament be completed and opened for public traffic.

Article 70. The Dundalk and Greenore Railway, as regards building materials and workmanship, shall not be inferior to the building materials and workmanship on the Irish Company's lines between Enniskillen and Clones, and except where authorised by Parliament, no curve on the Dundalk and Greenore Railway shall be of less radius than the curve of least radius on the Irish Company's line between Enniskillen and Dundalk, and no gradient thereon shall be steeper than the steepest gradient on that line.

Article 71. The Dundalk Company will not at any time enter into any contract to the prejudice in any respect of the arrangement made by this Agreement, and if and whenever the Dundalk Company enter into any contract relating to any of the subject matters of this Agreement, they will require that there be contained in the contract all such provisions as are proper and sufficient for giving effect to the arrangement made by this Agreement.

Article 72. If at any time hereafter under Parliamentary authority the Dundalk lines are managed and worked by the Irish Company, then so long as their management and working thereof continue, the Irish Company as substituted for and representing the Dundalk Company shall be subject to the obligations and entitled to the benefits to which but for this article the Dundalk Company would under this Agreement be subject and entitled, and the Dundalk Company shall not be subject or entitled to those obligations or benefits or any of them, but this article is not to free the Dundalk Company from their obligation under Article 71.

Article 73. Nothing in this Agreement shall prejudice or affect any of the borrowing powers of the English Company or of the Irish Company, or any now existing or future mortgage or bond, or debenture stock created or issued under any of their respective borrowing powers now existing, or any of the rights or privileges of any now existing or future mortgagee or bond holder or debenture stock holder of either of those Companies in respect of what but for this Agreement would be the respective proportions of those Companies of the gross receipts mentioned in Article 24.

Article 74. Nothing in this Agreement shall require the Irish Company in any manner to violate the award of Captain Huish of the 12th day of October 1861, in the arbitration between the Ulster Railway Company and the Irish Company, and this Agreement shall be without prejudice to the rights of the lessors and the obligations of the lessees under the now existing lease of the Londonderry and Enniskillen Railway to the Irish Company.

Article 75. Nothing in this Agreement shall require any of the three Companies in any manner to violate any statutory obligation.

Article 76. The three Companies respectively hereby mutually bind themselves to each other to fulfil this Agreement and all the articles thereof in good faith, and in every case of difference to the satisfaction of the arbitrator.

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Article 77. A copy of this Agreement and a copy of such parts (if any) of any or every award from time to time made under this Agreement as the Companies in difference agree on, or the arbitrator awards, shall be deposited at the clearing house.

In witness whereof the said Companies, parties hereto, have caused their respective common seals to be hereunto affixed the day and year first above written.

Passed under the common seal of the London and North-western Railway Company, in the presence of—

S. REAY,
Secretary.



Passed under the common seal of the Irish North-western Railway Company, in the presence of—
W. EYKELBOSCH.



Passed under the common seal of the Dundalk and Greenore Railway Company, in the presence of—
HENRY ELVIDGE,
Secretary.



The Board of Trade having received undertakings under the seals and signed by the chairman of the London and North-western Railway Company, the Irish North-western Railway Company, and the Dundalk and Greenore Railway Company respectively, in the following terms ; (that is to say,) The London and North-western Railway Company, the Irish North-western Railway Company, and the Dundalk and Greenore Railway Company hereby undertake that during the continuance of the Agreement between those Companies, dated the first day of May one thousand eight hundred and sixty-six, and now submitted for the approval of the Board of Trade, or of any modification of that Agreement,—

1. A full and particular printed list or statement of the through fares and the through rates, including the terminal charges in accordance with the clearing house regulations for the respective traffic fixed, whether originally or by way of modification or alteration for any traffic in accordance with the Agreement, and from time to time to be in force, shall not less than fourteen days before the same fares, rates, and charges, or any of them, come into force, be deposited at the office of the Board of Trade and also at the principal office of each of the three Companies, and printed copies of every such list or statement shall be furnished at each such principal office to any company or person requiring the same, at a price not exceeding sixpence for each copy, save and except that the three Companies may at any time reduce the rates, fares, and charges, and in case of such reduction being made the deposits of the list or statement thereof shall be made as soon as practicable. The list or statement shall show whether the through fares and rates do or do not cover the whole trip by sea as well as by railway, and the proportion (if any) of the through fares and rates attributable to the sea passage.

2. Each or any of the three Companies shall within ten days after the Board of Trade require the same from time to time furnish to the Board of Trade to the satisfaction of the Board of Trade, and if the Board of Trade think fit for communication by the Board of Trade to any other company or person, a full and particular statement of all or any facilities for the interchange, reception, accommodation, conveyance, and delivery of traffic from time to time established, maintained for, or afforded by the three Companies to each other.

3. Each or any of the three Companies shall within ten days after the Board of Trade require the same furnish to the Board of Trade for their information only, to the satisfaction of the Board of Trade, a full and particular statement of the gross receipts of the three Companies from time to time brought into account between the three Companies, and of the manner in which the same shall have been dealt with, apportioned, and divided, every such statement to be made up to some one or more of the half-yearly days for apportionment and division of the joint fund in the said Agreement mentioned

4. The fulfilment of the foregoing conditions may, so far as the three Companies are concerned, be enforced by complaint to the Court of Common Pleas, and proceedings thereupon in the same manner as if such conditions formed part of the London and North-western Railway (Traffic Arrangements) Act, 1864, and were expressly referred to in section 7 of that Act. The Board of Trade hereby signify their approval of the foregoing Agreement pursuant to the London and North-western Railway (Traffic Arrangements) Act, 1864, and Part III. (relating to working agreements) of the Railways Clauses Act, 1863, incorporated therewith.

Signed by order of the Board of Trade, the eighteenth day of May one thousand eight hundred and sixty-six.

W. D. FANE,
An Assistant Secretary of the Board of Trade.

ARTICLES OF AGREEMENT made the sixth day of January, in the year of our Lord 1870, between the London and North-western Railway Company (herein-after called "the English Company") of the first part, the Irish North-western Railway Company (herein-after called "the Irish Company") of the second part, and the Dundalk and Greenore Railway Company (herein-after called "the Dundalk Company") of the third part.

WHEREAS the English Company are the owners of and work over lines of railway from Birmingham, Manchester, Liverpool, and other important towns in England to Holyhead: And whereas the Irish Company are the owners of and work over lines of railway from Londonderry, Enniskillen, and other important towns in Ireland to Dundalk: And whereas by the Dundalk and Greenore Railway Acts, 1863, 1867, and 1869, the Dundalk Company were authorised to make and maintain a line of railway commencing by a junction at Dundalk with the railway of the Irish Company, and terminating at Greenore with quay works at Greenore: And whereas by the Newry and Greenore Railway Act, 1863, and the Newry and Greenore Railway (Further Powers) Act, 1865, provision has been

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A.D. 1874. made for the making at or near to Greenore of works, partly in substitution for and in other respects in connexion with part of the line and works authorised by the Dundalk and Greenore Railway Act, 1863, and for the same being made under the direction of a committee called "the Greenore Works Committee," consisting of nominees of the Dundalk Company and of the Newry and Greenore Railway Company respectively, and by the Dundalk and Greenore Railway Act, 1867, the power to construct these works has been transferred to the Dundalk Company and the Greenore Works Committee has been dissolved: And whereas by the London and North-western Railway (Traffic Arrangements) Act, 1864, (section 3), the English Company on the one hand, and the Irish Company and the Dundalk Company on the other hand, are authorised from time to time to enter into and carry into effect, and from time to time to alter and vary arrangements and agreements with reference to the transmission of traffic upon or over the railways of the three Companies parties hereto, and with reference to the fixing and ascertaining, division and apportionment between the three Companies (parties hereto) of the tolls, rates, and charges arising from such traffic; and (section 4), the three Companies (parties hereto) on the one hand, and the owners of the steam packets or other vessels on the other hand, are authorised to make arrangements with reference to the transmission and interchange of traffic between the ports of Dundalk and Greenore, or either of them, and the port of Holyhead: And whereas it would be advantageous to the public and to the three Companies parties hereto respectively that facilities for through traffic passing over their respective systems of railway and conveyed by steam vessels between Holyhead and Dundalk, and between Holyhead and Greenore respectively, should be afforded, and the three Companies parties hereto have accordingly determined to enter into and execute these presents by way of agreement as herein-after appearing: And whereas in accordance with the London and North-western Railway (Traffic Arrangements) Act, 1864, this Agreement has been sanctioned by at least three fifths of the votes of the respective shareholders of each of the three Companies parties hereto present in person or by proxy at extraordinary general meetings of the three Companies parties hereto respectively specially convened for the purpose, the extraordinary meeting of the English Company having been held on the 21st day of August 1869, and the extraordinary meeting of the Irish Company having been held on the 6th day of January 1870, and the extraordinary meeting of the Dundalk Company having been held on the 12th day of August 1869: And whereas it is intended that this agreement shall be submitted to the Board of Trade for their approval thereof: Now therefore these presents witness, that for the considerations herein appearing, it is hereby agreed by and between the English Company for themselves and their assigns on the one hand, and the Irish Company and the Dundalk Company for themselves respectively and their respective assigns on the other hand, each of the three Companies parties hereto agreeing in respect only of the acts and defaults of themselves and their respective assigns, and their respective directors, officers, agents, and servants, as follows; that is to say,

Article 1.—In the construction of these presents the words and expressions following have the meanings following:

(a.) The expression "the three Companies," while the Irish Company are not under Parliamentary authority managing and working the Dundalk lines, means and includes the English Company, and the Irish Company, and the Dundalk Company, and if and while the Irish Company

are under Parliamentary authority managing and working the Dundalk lines means and includes only the English Company and the Irish Company:

- (b.) The expression "the two Companies," while the Irish Company are not under Parliamentary authority managing and working the Dundalk lines, means and includes the Irish Company and the Dundalk Company, and if and while the Irish Company are under Parliamentary authority managing and working the Dundalk lines, means only the Irish Company:
- (c.) The expression "the English lines" means and includes the several lines of railway from time to time belonging to or worked over by the English Company:
- (d.) The expression "the Irish lines" means and includes the several lines of railway from time to time belonging to or worked over by the Irish Company:
- (e.) The expression "the Dundalk lines" means and includes the several lines of railway from time to time belonging to or worked over by the Dundalk Company:
- (f.) The expression "the three lines" means and includes the English lines and the Irish lines and the Dundalk lines:
- (g.) The word "traffic" means and includes, except where otherwise expressed, all traffic, whether of mails, troops, police, passengers, parcels, carriages, cattle, and other animals, minerals, merchandise, and other articles from time to time conveyed by the three Companies respectively:
- (h.) The expression "goods traffic" means and includes parcels, carriages, cattle, and other animals, minerals, goods, and other articles which respectively are not carried in passenger trains:
- (i.) The expression "the Clearing House" means the English Railway Clearing House:
- (j.) The expression "the Clearing House regulations" means the regulations from time to time in force of the Clearing House and applicable to the matter with respect to which the expression is used:
- (k.) The expression "half-yearly days" means and includes the 30th day of June and the 31st of December:
- (l.) The expression "half year" means and includes the half year ending with one of the half-yearly days.

Article 2. The three Companies will forthwith establish and at all times maintain between all principal stations on the three lines respectively a complete system of through fares and rates and through booking and invoicing for all cross channel traffic over their respective systems of railway, by way of Holyhead and Greenore respectively, with such modifications (if any) from time to time of the system as circumstances require, and respectively as are proper and sufficient for the due conduct of all the traffic, and every difference as to the performance of this article, or as to any station being a principal station, or as to the necessity, propriety, or sufficiency of any such modification, shall be determined by arbitration.

Article 3. The through fares and rates to be taken by the three Companies respectively for traffic conveyed partly over any part of the English lines and partly over any part of the two lines, or either of them, and whether or not also over any other railway, shall from time to time be agreed upon between the

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Article 4. The through fares and rates may cover the whole trip by sea as well as by railway.

Article 5. The through rates from time to time fixed for any traffic shall include the terminal charges in accordance with the Clearing House regulations for the respective traffic.

Article 6. Provided that the fares, rates, and charges from time to time fixed in accordance with this Agreement shall in no case exceed the fares, rates, and charges which are for the time being the lawful maximum fares, rates, and charges respectively.

Article 7. The through fares and rates fixed in accordance with this Agreement and from time to time in force shall be binding on the three Companies respectively, and shall be in good faith observed and carried into effect by them respectively.

Article 8. The three Companies respectively will convey on the three lines respectively all traffic for which through fares and rates are fixed in accordance with this Agreement, at the through fares and rates so fixed and from time to time in force.

Article 9. No departure from any of the through rates and fares from time to time in force shall be made directly or indirectly by any of the three Companies, without the consent of the three Companies testified by writing under the hands of their respective chairmen, or secretaries, or traffic managers.

Article 10. If and whenever any of the three Companies, by granting free passage or otherwise howsoever, affect the receipts from any of the through fares and rates respectively, the respective Companies shall in the accounts kept for the purposes of this Agreement be charged with the full amount with which otherwise they would be chargeable.

Article 11. The three Companies will forthwith establish and at all times maintain for and afford to each other all proper and sufficient facilities for the interchange, reception, accommodation, conveyance, and delivery of all traffic to which this Agreement relates, with such an arrangement of trains between the several principal stations on the English lines and Holyhead, and between the several principal stations on the two lines respectively, and Dundalk and Greenore respectively (but so as not to disarrange the connexion of the Irish Company with the railways now running in connexion therewith, unless with the consent of the Irish Company,) and all such other facilities for through traffic, as are usual between railway companies working together as friendly companies, and with such modifications (if any) from time to time of the facilities as circumstances require and respectively as are proper and sufficient for the due conduct of the traffic, and every difference as to the performance of this article, or as to the necessity, propriety, or sufficiency of any such modification, shall be determined by arbitration.

Article 12. Each of the three Companies will at all times receive, accommodate, convey, and deliver, on equal terms in all respects with and as if the same were their own proper traffic, all through traffic of the other Companies respectively to be in accordance with this Agreement received, accommodated, conveyed, and delivered by the respective Companies, and every difference as to the performance of this article shall be determined by arbitration.

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Article 13. For the purposes of the interchange of traffic, the times for the arrival and departure of the trains of the three Companies respectively at and from Holyhead and Greenore respectively shall from time to time be so arranged by the three Companies respectively as to afford the utmost facilities for the traffic passing at those places respectively on and off the three lines respectively, due regard being had to the relative importance of the traffic of the three Companies respectively, and to the limitation in regard to the Irish Company mentioned in the 11th Article, and every difference as to the performance of this article, or as to those times, or as to that relative importance, shall be determined by arbitration.

Article 14. The arrangements which in accordance with section 4 of the London and North-western Railway (Traffic Arrangements) Act, 1864, are to be made with respect to steam packets and other vessels, shall be made prior to the opening of the Dundalk lines, and shall be made on the following principle, viz., in the division of the receipts arising from through traffic, including the fares and rates arising from trip by sea as well as by railway, the steamboats shall if required be allowed out of such through traffic receipts more than their actual mileage for such period as may be agreed upon between them and the three Companies, and no payment shall be made to steamers otherwise than as in this article declared.

Article 15. If and whenever it is determined by arbitration that there has been any failure by any of the three Companies in the due performance of Articles 11, 12, and 13, or any of them, then any of the three Companies aggrieved thereby may appoint and employ at all or any of the principal stations on the lines of the Company so in default, or at all or any of the towns or places where those stations are, their own agents for the purpose of collecting traffic to be conveyed by way of Holyhead in accordance with this Agreement.

Article 16. If and whenever any agent is so appointed and employed, the Company so in default will afford to him at all reasonable times full and free access to and accommodation and facilities at their station with respect to which he is so appointed and employed, for enabling him to collect and receive and accommodate, and to book and invoice there, and to transmit therefrom all the traffic for the collecting of which he is so appointed and employed.

Article 17. The nature and extent of the access, accommodation, and facilities to be so afforded, and the terms, pecuniary and otherwise, on which the same are to be so afforded, shall from time to time, if and so far as the same respectively are not agreed on between the Company affording the same and the Company appointing and employing the agent, be determined by arbitration.

Article 18. Every agent so appointed and employed shall be bound by and conform to all the laws, rules, and regulations of the Company owning or managing the station which from time to time are made for the government of their own officers or agents performing at the station like duties and are in force.

Article 19. Except only as is otherwise provided for by Articles 16, 17, and 18 respectively, the handling and management of all traffic on the three lines respectively, and in and at the stations, yards, and buildings on and connected with the three lines respectively, shall rest exclusively with whichever of the three Companies from time to time own, manage, or work the respective lines, stations, yards, and buildings.

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Article 20. As regards terminal services actually performed by the three Companies respectively in relation to any traffic to which this Agreement relates, they respectively shall be entitled to terminal allowances for the same in accordance with this Agreement, but in no case shall any terminal charge be allowed in respect of any passenger.

Article 21. Provided that in no case shall any allowance, for any terminal service exceed the amount which by the Clearing House regulations is allowed, except by agreement.

Article 22. All questions as to terminal allowances, and all other matters relating to traffic and receipts, not otherwise specially provided for by this Agreement, shall be determined by the Clearing House regulations, or, them failing, by arbitration.

Article 23. The gross receipts of the three Companies respectively in respect of the through fares and rates fixed in accordance with this scheme, and from time to time in force, and including the proportion of the through fares and rates attributable to the sea passage, shall be brought into account between the three Companies, and be dealt with, apportioned, and divided in accordance with Articles 24 to 33, both inclusive.

Article 24. Out of the gross receipts in respect of the through fares and rates fixed in accordance with this Agreement there shall in the first place be allowed to the steam packets or other vessels conveying the traffic whence those gross receipts arose such portion thereof as shall be determined or agreed upon according to Article 14, and the balance of these gross receipts shall for the purposes of this Agreement be deemed to be the gross receipts for the three lines.

Article 25. Out of the gross receipts from the three lines there shall in the first instance be allowed to the English Company the Government duty on receipts from passenger traffic on the English lines, and to the three Companies respectively paid-ons and paid-outs, and the other terminal allowances, including cost of transhipments to be made to them respectively in accordance with this Agreement, and to the Dundalk Company the tolls, rates, and charges paid for the use of joint works at Greenore, and the balance of the gross receipts for the three lines shall form a joint fund for the purposes of this Agreement.

Article 26. The joint fund shall be apportioned and divided between the three Companies up to every half-yearly day, as follows :

(a.) In the first place, there shall be paid out of the joint fund to the Dundalk Company such a sum as, with their gross receipts from the local traffic on the Dundalk lines and their other sources of income for the respective half year, will enable them to pay the management, maintenance, and working expenses for the respective half year of the Dundalk lines, in accordance with Articles 27 and 28, and the interest on their debentures and other debts and dividends on their capital, in accordance with Articles 29 to 33, both inclusive :

(b.) The balance of the joint fund shall be divided between and paid to the English Company and the Irish Company in accordance with their respective mileage proportions of the distance over which the traffic whence the gross receipts for the three lines arose was carried on the English lines and the Irish lines respectively, except it is otherwise specially agreed.

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Article 27. The management, maintenance, and working expenses of the Dundalk lines shall, for the purposes of Article 26, be taken to amount to one half of the aggregate of the Dundalk Company's gross receipts from the local traffic on the Dundalk lines and their other sources of income, and what (if the gross receipts from the three lines were divided between the three Companies in accordance with their respective mileage proportions of the distance over which the traffic whence the gross receipts from the three lines arose was carried on the three lines respectively) would be their mileage proportion in respect of the Dundalk lines of the gross receipts from the three lines.

Article 28. Provided that if at any time or times hereafter the Irish Company under Parliamentary authority manage, maintain, and work the Dundalk lines, then so long as they manage, maintain, and work the same the management, maintenance, and working expenses of the Dundalk lines shall be taken to amount either to the one half provided by Article 27, or to the actual cost thereof, whichever be the larger amount, and every difference as to the actual cost thereof shall be determined by arbitration, and the deficiency (if any) shall be payable out of the gross receipts before such division as is provided for by Article 26.

Article 29. For the purpose of Article 26, the Dundalk Company's debenture and other debts bearing interest and capital bearing dividend shall not at any time, without or otherwise than in accordance with the previous consent of the English Company and the Irish Company respectively in writing under their respective common seals, exceed the capital now authorised, namely, one hundred and sixty thousand pounds capital, and fifty-three thousand two hundred pounds borrowing powers.

Article 30. For the purposes of Article 26, the interest to be paid on the Dundalk Company's debenture and other debts bearing interest shall be the interest from time to time actually payable thereon, and the dividend to be paid on their capital shall be dividend at the rate of five pounds per centum per annum on the amount of their capital from time to time paid up by way of deposit on calls, and in advance of calls respectively.

Article 31. For the protection of the English Company and the Irish Company respectively, the Dundalk Company whenever they have to raise money by debentures, whether originally or by way of renewal, will give at least one month's notice thereof to each of the English Companies and the Irish Company in order to afford to them respectively the opportunity of procuring the money for the Dundalk Company at a rate of interest as low as from time to time is practicable, and will not raise any of the money at a rate of interest higher than the rate at which the money can be so procured.

Article 32. For the further protection of the English Company and the Irish Company respectively, the Dundalk Company from time to time will give to them respectively notice of all the Dundalk Company's debenture and other debts bearing interest, and if and whenever the English Company and the Irish Company, or either of them, by notice to the Dundalk Company require them to substitute debenture debt for any other debt bearing interest, and procure for the Dundalk Company the money requisite for the purpose, and the Dundalk Company can lawfully take the money on debenture, they will do so, and will thereupon pay off the respective other debts bearing interest.

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Article 33. Provided that Articles 31 and 32 respectively apply only to the Dundalk Company's debenture and other debts bearing interest which from time to time are within Article 29.

Article 34. The three Companies will at all times keep proper and sufficient vouchers, and render to the Clearing House true and perfect accounts of all the traffic to which this Agreement relates, and of all the through fares and rates received or receivable by the three Companies respectively in respect of the same, and of all other matters requisite for the purposes of this Agreement to be included therein.

Article 35. The accounts to be so kept shall be kept with all such details as are proper and sufficient for the full elucidation and for showing the correctness thereof respectively, and as regards all receipts in respect of through fares and rates of traffic conveyed partly on the three lines, or any of them, and partly on any other railway, for showing the due mileage proportion thereof attributable to the three lines, or any of them, and also for showing the proportions in which the through fares and rates received in respect of or attributable to the three lines, or any two of them, are attributable to those lines respectively.

Article 36. If the working of the system of through booking and invoicing provided for by this Agreement begin on any day other than one of the half-yearly days, due allowance in respect of the broken half year shall be made in the accounts to be kept in accordance with this Agreement.

Article 37. Every difference as to the mode of keeping or the propriety or sufficiency of the accounts or vouchers, or any of them, or as to the mode or time of rendering the accounts, or any of them, shall be determined by arbitration.

Article 38. All accounts and vouchers to be kept in accordance with this Agreement shall respectively be open at all reasonable times to the inspection and transcription of the secretaries, assistants, and other agents of the three Companies respectively, and the three Companies respectively will afford all proper and sufficient facilities for the inspection and transcription, including free passes for the secretaries, accountants, and other agents, and the services of clerks, and the use of rooms, stationery, fire, and lights.

Article 39. Each of the three Companies respectively will, whenever thereunto required by any other of the three Companies, or their secretary, accountant, or other agents, duly explain and verify the accounts to be kept by the respective Company in accordance with this Agreement, or any of them, or any of the items thereof, and produce to the respective secretary, accountant, or other agents for the explanation and verification thereof all proper and sufficient books, accounts, and vouchers, and every difference as to the propriety or sufficiency thereof shall be determined by arbitration.

Article 40. The accounts to be kept in accordance with this Agreement shall be passed and settled half-yearly through the Clearing House in accordance with the terms and conditions of this Agreement.

Article 41. The balance of the accounts for every half year shall be settled and discharged within four weeks after the end of the respective half year.

Article 42. If and whenever any of the three Companies fail in duly keeping or producing any account or voucher by this Agreement required to be kept or produced by the same Company, or in duly rendering to the Clearing House any account by this Agreement required to be so rendered by them, every reasonable

presumption which the case will admit shall be made against the Company so in default, and in favour of the other Companies respectively, and every difference as to the fact of any such failure, or as to the extent of any such presumption, shall be determined by arbitration. A.D. 1874.

Article 43. All matters which in accordance with any of the preceding articles of this Agreement are to be determined by arbitration, and all questions and differences between the three Companies, or any two of them, from time to time arising on or with reference to this Agreement, or the construction or effect or any of the incidents or consequences thereof on or with reference to any of the subject matters of this Agreement, or on or with reference to any act, deed, matter, or thing from time to time made, done, suffered, or omitted, or to be made, done, suffered, or omitted in pursuance of this Agreement, or otherwise arising out of or relating to this Agreement or any of the subject matters thereof, or any claim or demand touching the same, shall be and the same are respectively by this Agreement submitted and referred by the three Companies, or as the case happens, by the two Companies, to the arbitration of the person who from time to time is the single arbitrator for the purposes of this Agreement.

Article 44. All matters which in accordance with any of the articles of this Agreement preceding Article 43 are to be determined by arbitration, shall for the purposes of this Agreement be deemed to be matters on which the three Companies differ.

Article 45. So far as is requisite for full effect being given thereto, this Agreement shall have effect as an agreement in pursuance of the Railway Companies Arbitration Act, 1859, for a reference by the three Companies and every two of them respectively to the arbitration of a single arbitrator, and the several powers and provisions of that Act, so far as the same are applicable, shall for the purposes of this Agreement have effect accordingly.

Article 46. The Companies in difference, or any of them, may at any time and from time to time, by notice to the arbitrator, require him to hear, consider, and award on all or any of the differences, questions, or other matters by this Agreement submitted by the Companies in difference to arbitration.

Article 47. The notice to the arbitrator shall be in writing under the respective hands of the chairmen of the Companies in difference, or as the case happens, under the hand of the chairman of the Company giving the notice, and shall be delivered to the arbitrator personally.

Article 48. Where the notice to the arbitrator is intended to be given by one or two only of the Companies in difference, that Company or those Companies shall, at least fourteen clear days before the delivery thereof to the arbitrator, give to the other Company or Companies in difference notice of the intention of the Company or Companies giving the notice to require the arbitrator to act, and that notice shall contain a copy of the notice intended to be given to the arbitrator, and the name of the arbitrator.

Article 49. The arbitrator shall not enter on the business of any reference under this Agreement unless and until, in accordance with the Articles 46 and 47, he is called on to act therein.

Article 50. When from time to time the arbitrator is so called on to act, his award shall be confined to the different questions or other matters specified in the notice delivered to him in accordance with Articles 46 and 47, and such

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A.D. 1874. — other matters (if any) within the scope of this Agreement as are in his judgment incidental or accessory to the differences, questions, or other matters so specified.

Article 51. Provided that when any such reference is made the Companies in difference may by writing under the hands of their respective chairmen specify any other difference, question, or other matter to be awarded on, and thereupon the same shall be deemed to be specified in the notice delivered in accordance with Articles 46 and 47.

Article 52. When the arbitrator makes his complete award by several awards it shall not be an objection to a later award that it alters or revokes any of the terms and conditions of an earlier award.

Article 53. The arbitrator may make his award or any of the terms thereof conditional or alternative, and by his award may direct consistently with the lawful powers, duties, and obligations from time to time of the three Companies respectively, that any act, deed, or thing shall for the better carrying into effect of this Agreement, or any award thereunder, be done, made, suffered, or omitted by the Companies in difference, or any of them, and may prescribe such lawful conditions for insuring the due performance and observance of the award as he thinks fit, including, if he thinks fit, any lawful condition that in the event of any failure by any of the Companies in difference in the due performance or observance of the award, any sum or sums shall be paid by the Company or Companies in default to the other Company or the other Companies, or either of them, as liquidated damages for the failure.

Article 54. Where the three Companies or any two of them are in difference, and only one or two of the three Companies, or only one of the two Companies requires the arbitrator to act, he may determine and award whether the conduct of the Companies so requiring him to act, or either of them, or of the Company so requiring him to act, was frivolous or vexatious, or both.

Article 55. In every case the arbitrator may determine and award whether the conduct of any of the Companies in difference in and about the business of the reference was frivolous or vexatious, or both, and whether any of the Companies in difference were guilty of or occasioned any improper delay in or about commencing or proceeding in the reference, and whether any of the Companies in difference with respect to the reference occasioned any needless loss or damage or any unjustifiable expense to any other of the Companies in difference.

Article 56. Where the arbitrator, in accordance with Article 54 or Article 55, awards that any of the Companies in difference was guilty of or occasioned any improper delay, or that any of the Companies in difference occasioned any needless loss or damage or any unjustifiable expense to any other of the Companies in difference, he may assess and award any lawful sum to be paid in that behalf by the Company or Companies so found to be in default to the Company or Companies so found to be aggrieved.

Article 57. Where by any award made under this Agreement any sum is lawfully made payable by any of the three Companies to any other of them, the Company awarded to pay the same will in accordance to the award pay to the Company awarded to receive the same the sum so awarded.

Article 58. Neither of the three Companies will at any time commence or continue any proceedings whatsoever at law or in equity against any other of the

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three Companies with respect to any matter whatsoever which could be determined by arbitration under this Agreement, except any proceedings for compelling the reference of the matter to arbitration in accordance with this Agreement, or for giving effect to the reference or to any award thereon.

Article 59. A person from time to time appointed by the respective chairmen of the three Companies by writing under their hands, or failing their agreement thereon, then a competent and impartial person to be on the application of the three Companies or any of them named in that behalf by the Board of Trade, shall be the single arbitrator for the purposes of this Agreement.

Article 60. The person from time to time appointed in accordance with Article 59 by the three chairmen shall, until his appointment is revoked by writing under the hands of the respective chairmen of the three Companies, be the standing arbitrator for the purposes of this Agreement; but the person from time to time appointed in accordance with that article by the Board of Trade shall be the arbitrator for that time only.

Article 61. Every notice, requisition, account, or other writing to be given for any of the purposes of this Agreement by or on the part of any of the three Companies to the others or any other of them, shall be deemed to be duly given if it be signed by the chairman or the secretary of the Company giving it, and be delivered for the other Company or each of the other Companies to their respective chairman or secretary, or be left for them with one of their principal officers at, as regards the English Company, their Euston Station, or as regards the Irish Company, their Dublin Office, or as regards the Dundalk Company, their Dundalk Station or office.

Article 62. Provided that any such writing so signed may be sent by post as a registered letter-addressed to the chairman or secretary to whom it might be so delivered, and every such letter so sent by post shall for the purposes of this Agreement be deemed to be delivered to the person to whom it is addressed on the day on which in the ordinary course of the post it ought to be delivered at the place to which it is addressed.

Article 63. Every notice or other writing to be given for any of the purposes of this Agreement by the arbitrator to the three Companies or any of them, shall be deemed to be duly given to them if it be signed by the arbitrator, and be delivered, left, or sent in accordance with Article 61 or Article 62.

Article 64. The three Companies respectively and their respective directors, officers, agents, and servants, will at all times afford to each other all lawful, reasonable, and sufficient facilities for enabling the three Companies and every of them respectively to obtain the full benefits intended to be secured to them respectively by this Agreement.

Article 65. Each of the three Companies will at all times fully indemnify and save harmless the other Companies and the joint fund from and against all penalties, forfeitures, losses, damages, costs, charges, and expenses, liabilities, claims, and demands whatsoever in any way happening by reason of any act or default of the respective Company or their directors, officers, agents, or servants, or any of them, in relation to any of the subject matters of this Agreement.

Article 66. In order that this Agreement may be duly carried into effect, the Dundalk Company by themselves, or as the case requires, by the Greenore

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A.D. 1874. Works Committee, will duly make and complete the Dundalk and Greenore Railway, including the quay works at Greenore, so far as is requisite for the purposes of this Agreement, and so that the same shall within the time or times in that behalf limited by Parliament be completed and opened for public traffic.

Article 67. The Dundalk and Greenore Railway, as regards building materials and workmanship, shall not be inferior to the building materials and workmanship on the Irish Company's lines between Enniskillen and Clones, and except where authorised by Parliament, no curve on the Dundalk and Greenore Railway shall be of less radius than the curve of least radius on the Irish Company's line between Enniskillen and Dundalk, and no gradient thereon shall be steeper than the steepest gradient on that line.

Article 68. The Dundalk Company will not at any time enter into any contract to the prejudice in any respect of the arrangement made by this Agreement, and if and whenever the Dundalk Company enter into any contract relating to any of the subject matters of this Agreement, they will require that there be contained in the contract all such provisions as are proper and sufficient for giving effect to the arrangement made by this Agreement.

Article 69. If at any time hereafter under Parliamentary authority the Dundalk lines are managed and worked by the Irish Company, then so long as their management and working thereof continue, the Irish Company as substituted for and representing the Dundalk Company shall be subject to the obligations and entitled to the benefits to which but for this article the Dundalk Company would under this Agreement be subject and entitled, and the Dundalk Company shall not be subject or entitled to those obligations or benefits or any of them, but this article is not to free the Dundalk Company from their obligation under Article 68.

Article 70. Nothing in this Agreement shall prejudice or affect any of the borrowing powers of the English Company or of the Irish Company, or any now existing or future mortgage or bond, or debenture stock created or issued under any of their respective borrowing powers now existing, or any of the rights or privileges of any now existing or future mortgagee or bond holder or debenture stock holder of either of those Companies in respect of what but for this Agreement would be the respective proportions of those Companies of the gross receipts mentioned in Article 23.

Article 71. Nothing in this Agreement shall require the Irish Company in any manner to violate the award of Captain Huish of the 12th day of October 1861, in the arbitration between the Ulster Railway Company and the Irish Company, and this Agreement shall be without prejudice to the rights of the lessors and the obligations of the lessees under the now existing lease of the Londonderry and Enniskillen Railway to the Irish Company.

Article 72. Nothing in this Agreement shall require any of the three Companies in any manner to violate any statutory obligation.

Article 73. The three Companies respectively hereby mutually bind themselves to each other to fulfil this Agreement and all the articles thereof in good faith, and in every case of difference to the satisfaction of the arbitrator.

Article 74. A copy of this Agreement and a copy of such parts (if any) of any or every award from time to time made under this Agreement as the Companies

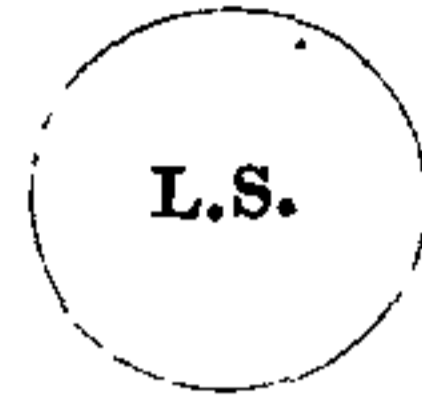
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in difference agree on, or the arbitrator awards, shall be deposited at the Clearing House. A.D. 1874.

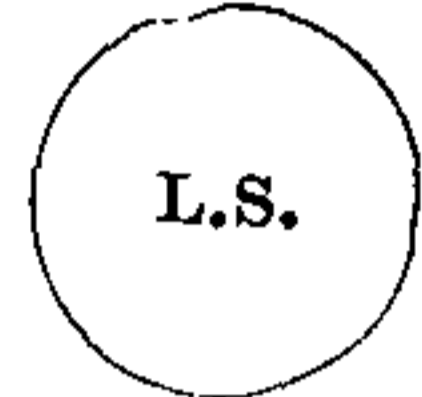
In witness whereof the said Companies, parties hereto, have caused their respective common seals to be hereunto affixed the day and year first above written.

Passed under the common seal of the London and North-western Railway Company, in the presence of—

S. REAY,
Secretary.

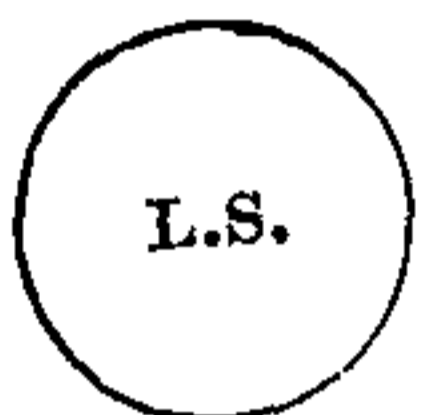


Passed under the common seal of the Irish North-western Railway Company in the presence of—



Passed under the common seal of the Dundalk and Greenore Railway Company in the presence of—

S. REAY,
Secretary.



MEMORANDUM OF AGREEMENT made the third day of July one thousand eight hundred and seventy-three, between the London and North-western Railway Company (herein-after called "the English Company") of the first part, the Irish North-western Railway Company (herein-after called "the Irish Company") of the second part, and the Dundalk and Greenore Railway Company (herein-after called "the Dundalk Company") of the third part.

WHEREAS the Dundalk Company are promoting a Bill in the present session of Parliament, intituled "A Bill to change the name of the Dundalk and Greenore Railway Company, and to enable them to make a railway from Newry to Greenore, and to acquire the undertaking of the Newry and Greenore Railway Company, and for other purposes," and herein-after called "the Bill;" and by the Bill it is proposed, besides effecting the objects so indicated, to empower the Dundalk Company to raise by shares or stock additional capital not exceeding two hundred and forty thousand pounds, and by borrowing not exceeding eighty thousand pounds, and also to empower the English Company to subscribe towards the undertaking of the Dundalk Company not exceeding one hundred and ninety-five thousand pounds, and to raise the capital necessary for such subscription: And whereas the Irish Company having presented a petition against the Bill have agreed to withdraw their opposition thereto upon the terms herein-after appearing: Now, therefore, these presents witness, that for the considerations herein appearing it is hereby agreed by and between the English Company, for themselves and their assigns, on the one hand, and the Irish Company and the Dundalk Company, for themselves respectively and their respective assigns, on the other hand, as follows; that is to say,

1. Subject to the several provisions in the following articles contained, the said Agreements of the first day of May one thousand eight hundred and sixty-six, and of the sixth day of January one thousand eight hundred and seventy (herein-after referred to as "the existing Agreements"), and referred to in said petition,

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shall be and continue binding upon the English Company, the Irish Company, and the Dundalk Company respectively (which three Companies are herein-after collectively referred to as "the three Companies"), and the existing Agreements modified as they have heretofore been, and as they are by this Agreement intended to be modified, shall be observed by the three Companies, and shall be construed together as one Agreement, and shall have force and effect accordingly, the object and intention of the parties being that if doubt shall arise as to any matter the language and spirit of this Agreement shall prevail.

2. The several words and expressions herein-after mentioned shall have and bear the meanings hereby assigned to them respectively; the expression "the Dundalk lines" in this Agreement and in the existing Agreements means and includes the existing line of railway and works connected therewith from Dundalk to the point of junction of that railway with a railway extending from Newry intended to be authorised by the Bill, and the expression the Dundalk lines in the existing Agreements shall cease to bear the meaning assigned to them thereby respectively; the expression "the Newry lines" shall in this Agreement mean the line and works of the extension to Newry of the Dundalk and Greenore Railway, as intended to be authorised by the Bill; the expression "the joint works" means and includes the railway extending from the said point of junction of the Dundalk lines and the Newry lines to Greenore, together with the stations, pier, and works at Greenore.

3. The Dundalk Company will provide the capital required for constructing the Newry lines, and will maintain and work them when opened, and will provide the necessary rolling stock for working them; their earnings to be the exclusive property of the Dundalk Company.

4. The capital expenditure on the joint works shall be charged half to a capital (herein-after called "the Dundalk capital") consisting of the capital required for the line from Dundalk to Greenore, less half the cost of the joint works, and half to a capital (herein-after called "the Newry capital") consisting of the capital required for the Newry lines, and half the cost of the joint works. The joint works to be toll free for all traffic passing thereover.

5. The liability of the joint fund towards the Dundalk Company, as named in the existing Agreements, that is to say, in clause 27 of the Agreement of the first May one thousand eight hundred and sixty-six, and in clause 26 of the agreement of sixth January one thousand eight hundred and seventy, shall be reduced by the interest on the half of the capital expenditure on the joint works chargeable to the Newry capital, and that portion of the joint fund mentioned in the 27th Article of the Agreement of one thousand eight hundred and sixty-six, and in the 26th Article of the said Agreement of one thousand eight hundred and seventy, payable to the Dundalk Company after providing for the management, maintenance, and working expenses, as mentioned in those articles, shall be applied to the payment of interest as provided for in the same Agreements on the Dundalk capital, but for any difference between the amount of such interest upon the Dundalk capital and the amount of the earnings of the Dundalk lines after providing for the management, maintenance, and working expenses in manner in such clause mentioned, the said joint fund shall only be liable to contribute any deficiency up to the extent of five per cent. on one hundred thousand pounds, exclusive of the cost of providing working stock.

6. The cost of the maintenance and working expenses of the joint works, including stations, shall be borne in equal proportions by the Dundalk lines

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and the Newry lines, and shall be paid out of the earnings of those lines respectively. A.D. 1874.

7. The interest on the capital already and from time to time required for providing the steam vessels, their insurance and depreciation fund, and the cost of maintaining and working them, shall be allowed out of the gross receipts mentioned in Article 25 of the Agreement of one thousand eight hundred and sixty-six, and in Article 24 of the Agreement of one thousand eight hundred and seventy, on the one hand, and charged to the English Company and the Dundalk Company on the other hand, and by them be paid accordingly in the proportions in which the gross receipts from the fares and rates arising from traffic carried under the said Agreements of one thousand eight hundred and sixty-six and one thousand eight hundred and seventy bears to the gross receipts from the fares and rates arising from the traffic passing over the English Company's lines and the Newry lines.

8. This Agreement shall not come into operation until the opening of the Newry lines intended to be authorised by the Bill.

9. The English Company will in the next or any subsequent session of Parliament, if and when requested so to do by the directors of the Irish Company or of the Dundalk Company, introduce and effectually promote a Bill for confirming this Agreement and the existing Agreements, or in case the same can be more conveniently done will confirm and schedule this Agreement and the existing Agreements to any Bill of the English Company at the time pending in Parliament, the Irish Company and the Dundalk Company undertaking to use their best endeavours to obtain the sanction of Parliament thereto, and in the meantime and until same shall have been confirmed by Act of Parliament the parties hereto will in all respects observe and fulfil the terms and stipulations hereof.

In witness whereof the Companies parties hereto have caused their respective common seals to be hereunto affixed the day and year first above written.

S. REAY,
Secretary.



ALEX. BOYD.



S. REAY,
Secretary.



