



### CHAPTER lxxxviii.

An Act for conferring further powers upon the London and North-western Railway Company in relation to their own undertaking and other undertakings in which they are interested jointly with other companies and also for conferring powers upon the Great Western Railway Company the Lancashire and Yorkshire Railway Company the Furness Railway Company and the Manchester Sheffield and Lincolnshire Railway Company in relation to such other undertakings for vesting in the London and North-western Railway Company the undertaking of the Lancaster Canal Navigation Company and for enabling the Manchester South Junction and Altrincham Railway Company to raise additional capital and for other purposes. A.D. 1885.

[16th July 1885.]

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

And whereas it is expedient that the Company and the Lancashire and Yorkshire Railway Company (in this Act called the Lancashire and Yorkshire Company) should be empowered to make the junction at Bootle in this Act described between the Bootle Extension Railway of the Company and the Liverpool Crosby and Southport Railway of the Lancashire and Yorkshire Company: (Company and Lancashire and Yorkshire Company.)

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

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A.D. 1885. Act called the Great Western Company) were authorised to construct the West Kirby Extension Railways described in that Act and it is expedient that those two companies should be empowered to make the deviation and alteration thereof in this Act described :

Western  
Company.)

(Birkenhead  
Railway  
lands.)

And whereas the said two companies are jointly owners of the Birkenhead Railway and it is expedient that they should be empowered to make the new road and acquire the lands in this Act mentioned in connexion with that railway :

(Plans and  
sections  
deposited.)

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

(Revival of  
powers  
Denton and  
Saddleworth  
Railways.)

And whereas the Company have acquired all the lands necessary for the construction of the Denton and Saddleworth Railways authorised by the London and North-western Railway (New Railways) Act 1879 but the same have not been completed within the time limited by that Act and it is expedient that the powers of the Company for the completion thereof should be revived and extended as in this Act provided :

(Superfluous  
lands.)

And whereas it is expedient that further powers should be conferred upon the Company in respect of their own undertaking and upon the Company and the Furness Railway Company (in this Act called the Furness Company) as joint owners of the Whitehaven Cleator and Egremont Railway with respect to the sale lease or other disposal of lands acquired by them which are not or eventually may not be required for the purposes of the said undertaking and railway respectively :

(Lands for  
extraordi-  
nary pur-  
poses.)

And whereas the Company have acquired by agreement for the purpose of providing additional wharves stations sidings warehouses offices and other accommodation for or in connexion with the traffic on their several railways the lands described in the Second Schedule to this Act and it is expedient that they should be authorised to hold the same :

(Amend-  
ment of Act  
of 1879.)

And whereas it is expedient that section 41 of the London and North-western Railway (Additional Powers) Act 1879 should be amended as in this Act provided :



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And whereas it is expedient that further provision should be made as to the compensation to be paid by the Company in respect of certain lammas lands in the parish and borough or foreign of Walsall in the county of Stafford authorised to be acquired by the Company under the powers contained in the London and North-western Railway (New Lines and Additional Powers) Act 1876 and the London and North-western Railway (Additional Powers) Act 1879 and as to the extinction of the commonable and other rights over the said lands and as to the application of such compensation and that the Company and the mayor aldermen and burgesses of the said borough (in this Act called the corporation of Walsall) should be empowered to make agreements with respect to the matters aforesaid or any of them and that such agreements should be made binding upon all persons claiming commonable or other rights in respect of the said lands : A.D. 1885.  
(Walsall  
lammas  
lands.)

And whereas it is expedient that the Company should be empowered to supply at and near Wolverton in the county of Buckingham gas to any local board or sanitary authority and otherwise as in this Act provided in that behalf : (Supply of  
gas at Wol-  
verton.)

And whereas it is expedient that provision should be made with reference to the passage across the railways of the Company at level crossings and over road bridges which the Company are liable to repair of traction-engines steam-rollers and other heavy or dangerous machines or vehicles : (Passage of  
traction en-  
gines &c.)

And whereas it is by sub-section 1 of section 12 of the London and North-western Railway (New Railways) Act 1881 amongst other provisions for the protection of Ackers Whitley and Company Limited (therein and herein-after called the coal company) enacted that the Company should not interfere with the supply of water therein referred to and before interfering with the reservoir therein also referred to should execute the works therein described and it has been agreed between the Company and the coal company that the said sub-section should be repealed and in lieu thereof the Company should pay to the coal company such a sum of money as may be agreed upon and it is expedient that the said sub-section should be repealed accordingly : (Ackers  
Whitley and  
Company.)

And whereas under and by virtue of the Lancaster Canal Transfer Act 1864 (in this Act called the Canal Transfer Act) the undertaking (in this Act called the canal undertaking) of the Company of proprietors of the Lancaster Canal Navigation (in this Act called the Lancaster Canal Company) has as to a portion thereof (in the Canal Transfer Act described and therein designated the South End) become leased for a term of nine hundred and ninety-nine years to. (Lancaster  
Canal.)

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A.D. 1885. — the company of proprietors of the canal navigation from Leeds to Liverpool (in this Act called the Leeds Canal Company) at the yearly rent of seven thousand and seventy-five pounds and as to the remainder thereof has become leased for a like term to the Company at the yearly rent of twelve thousand six hundred and sixty-five pounds seventeen shillings and sixpence but subject to the right by that Act conferred upon or reserved to the Lancaster and Carlisle Railway Company (in this Act called the Lancaster Railway Company) in the event therein mentioned to require the Company to transfer to them the Lancaster Railway Company the lease or other the rights and interests of and in the canal undertaking by or by virtue of the Canal Transfer Act leased to the Company :

And whereas the undertaking of the Lancaster Railway Company and all the powers rights and privileges of that company have become vested in and now form part of the undertaking of the Company and it would conduce to the more convenient and economical management of the canal undertaking and would be of advantage to the public if subject to the aforesaid lease to the Leeds Canal Company the whole canal undertaking were absolutely transferred to and vested in the Company and the Lancaster Canal Company were dissolved :

And whereas the capital of the Lancaster Canal Company is divided into eleven thousand two hundred and eighty and a half shares and the Company have agreed to issue to the holders of those shares such an amount of four per centum debenture stock of the Company as shall yield them an income equal to their respective proportions of the said rents :

(Confirmation of agreements.)

And whereas it is expedient that the two agreements between the Company and the Lancashire and Yorkshire Company set forth in the Fourth and Fifth Schedules to this Act and also the agreement between the Company and the Brecon and Merthyr Tydfil Junction Railway Company set forth in the Sixth Schedule to this Act should respectively be confirmed :

(Additional capital South Junction Company.)

And whereas the Manchester South Junction and Altrincham Railway is vested in and has become the joint property of the Company and the Manchester Sheffield and Lincolnshire Railway Company (in this Act called the Sheffield Company) who together form the Manchester South Junction and Altrincham Railway Company (in this Act called the South Junction Company) :

And whereas it is expedient that the South Junction Company should be empowered to raise further money for the purposes of their undertaking and that the Company and the Sheffield Company respectively should be empowered to subscribe thereto and to raise additional capital for the purpose :



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And whereas it is expedient that the Company should be empowered to raise additional capital and that the Company and the Lancashire and Yorkshire Company and the Great Western Company respectively should be empowered to apply their funds as by this Act authorised : A.D. 1885.  
(Additional capital and application of funds.)

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 : (Amendment of Acts.)

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) :

1. This Act may be cited for all purposes as the London and North-western Railway Act 1885. Short title.

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

The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 :

The Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) Part II. (relating to extension of time) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863 :

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (namely) :

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 non-payment 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 ; and

The giving of notices :

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A.D. 1885. 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.

Interpreta-  
tion.

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

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

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

Power to  
Company  
to make  
railway &c.

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

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

- (1.) The Weedon and Daventry Railway four miles three chains and five links in length commencing in the parish of Dodford in the county of Northampton on the west side of the Company's London and Birmingham Railway and at or near the bridge carrying the public road from Daventry to Northampton



over that railway at the Weedon Station and terminating in the parish of Daventry in the same county on the south side of the road from Daventry to Long Buckby and two hundred and fifty yards or thereabouts north-east of Daventry Church :

- (2.) The deviation and alteration (five furlongs four chains and twenty links in length) in the parishes of Weedon Beck and Dodford in the county of Northampton of the Company's London and Birmingham Railway between the south end of the Weedon Viaduct and a point two hundred and eighty yards or thereabouts north-west of the bridge carrying the public road from Daventry to Northampton over that railway at the Weedon Station :

And the Company may so far as they deem expedient abandon and discontinue the use of so much of their London and Birmingham Railway as will be rendered unnecessary by reason of such deviation and they may appropriate the same and the site and soil thereof to the purposes of their undertaking :

- (3.) The widening in the township of Marsden-in-Almondbury in the parish of Almondbury and in the townships of Marsden-in-Huddersfield Slaithwaite and Golcar in the parish of Huddersfield all in the west riding of the county of York of so much of the Company's Huddersfield and Manchester Railway as extends from the north-east end of the Standedge Tunnel to the north-east end of the viaduct south of the Golcar Station.

5. With respect to tolls rates and charges and for all other purposes whatever the Weedon and Daventry Railway shall be part of the Company's Railway and the deviation of the Company's London and Birmingham Railway and the works connected therewith shall be part of that railway and the widening of the Huddersfield and Manchester Railway and the works connected therewith shall be part of that railway and the Company may demand tolls rates and charges in respect of the same accordingly not exceeding the tolls rates and charges authorised by the Act (local and personal) ninth and tenth Victoria chapter two hundred and four entitled " An Act to consolidate the London and Birmingham Grand Junction and Manchester and Birmingham Railway Companies " and by the London and North-western Railway (Additional Powers) Act 1872 the London and North-western Railway (New Lines and Additional Powers) Act 1876 and the London and North-western Railway (Joint and Various Powers) Act 1877 or such other tolls rates and charges as may be prescribed in respect of the Company's undertaking by any other Act passed in the present session of Parliament.

Tolls &c. for  
new railway  
&c.

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Inclination  
of roads.

6. In altering for the purposes of this Act the roads next hereinafter 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) :

Number on Deposited Plan.	Parish.	Description of Road.	Intended Inclination.
WEEDON AND DAVENTRY RAILWAY.			
22a	Dodford - - -	Public road - - -	1 in 18 on one side.
9a	Newnham - - -	Public road - - -	1 in 15 on one side, and level on the other.
WIDENING MARSDEN TO GOLCAR.			
37	Huddersfield - - -	Public road - - -	1 in 8 on one side.
72	Huddersfield - - -	Public road - - -	1 in 6 on one side.
72a	Huddersfield - - -	Public road - - -	1 in 6.
124	Huddersfield - - -	Public road - - -	1 in 13.
188	Huddersfield - - -	Public road - - -	1 in 7.
190	Huddersfield - - -	Public road - - -	1 in 7.

Height and  
span of  
bridges.

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

Number on Deposited Plan.	Parish.	Description of Road.	Height.	Span.
WEEDON AND DAVENTRY RAILWAY.				
14	Dodford - - -	Public road - - -	- - -	20 feet.
17 } 22a }	Dodford - - -	Public roads - - -	14 feet -	18 feet.
WIDENING MARSDEN TO GOLCAR.				
91a	Huddersfield - - -	Public road - - -	- - -	12 feet.
97	Huddersfield - - -	Public road - - -	- - -	12 feet.
124	Huddersfield - - -	Public road - - -	- - -	12 feet.
130	Huddersfield - - -	Public road - - -	9 ft. 4 in.	12 feet.
139	Huddersfield - - -	Public road - - -	10 ft. 2 in.	12 feet.
143	Huddersfield - - -	Public road - - -	- - -	12 feet.
190	Huddersfield - - -	Public road - - -	14 feet -	12 feet.
237	Huddersfield - - -	Public road - - -	10 ft. 9 in.	12 feet.

Widths of  
certain road-  
ways.

8. The Company may make the roadway over the bridges by which the following roads will be carried over the Weedon and



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Daventry Railway and the widening respectively of such width between the fences thereof as the Company think fit not being less than the respective widths herein-after mentioned in connexion therewith respectively (that is to say): A.D. 1885.

Number on Plan.	Parish.	Description of Roadway.	Width of Roadway.
WEEDON AND DAVENTRY RAILWAY.			
31 9a	Dodford - - -	Public road - - -	20 feet.
	Newnham - - -	Public road - - -	20 feet.
WIDENING MARSDEN TO GOLCAR.			
72	Huddersfield - - -	Public road - - -	16 feet.

9. Notwithstanding anything contained in this Act or in the deposited plans the Company shall not for the purposes of the deviation and alteration of their London and Birmingham Railway or of any of the works connected therewith by this Act authorised without the previous consent in writing under the hand of Her Majesty's Principal Secretary of State for the War Department which consent such Principal Secretary is hereby empowered to give enter upon take or use any part of the lands hereditaments or works belonging to Her Majesty or vested in Her Majesty's said Principal Secretary of State for the public service situate at a greater distance than twenty-five feet six inches westward of the existing western boundary of the Company's property as shown on the deposited plans except such additional width not exceeding six feet as may be necessary for the construction along the western side of the lands so taken of a retaining wall with a base and foundations of such thickness and extent as shall be agreed upon between the said Secretary of State for the time being and the Company.

As to lands vested in Her Majesty's Principal Secretary of State for the War Department.

10. The Company shall construct on the land vested in the said Secretary of State and in accordance with plans and sections to be approved by him a siding connecting their said London and Birmingham Railway as deviated and altered with the said War Department Stores and continued westward for a distance not exceeding three hundred and seventy-five yards from the eastern enclosure wall of the said stores and shall provide in connexion therewith a platform or landing stage not exceeding one hundred feet in length and such siding and platform shall be for the exclusive use of the War Department and shall be maintained by that Department.

Company to construct siding &c. for War Department.

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Saving  
rights of  
Her Majes-  
ty's Prin-  
cipal Secre-  
tary of State  
for the War  
Department.

11. Except so far as may be necessary to the construction of the works by this Act authorised in accordance with the provisions of the two last preceding sections nothing in this Act contained shall authorise the Company to enter upon use or interfere with any land soil or water or any right in respect thereof vested in or exercised by the said Principal Secretary of State for the time being or to take away lessen prejudice or alter any of the rights privileges or powers vested in or exercised by the said Principal Secretary of State for the time being without his previous consent signified in writing under his hand and which consent the said Principal Secretary of State for the time being is hereby authorised to give subject to such special or other conditions as he shall see fit to impose on the Company.

For the pro-  
tection of  
the Grand  
Junction  
Canal.

12. The following provisions shall unless otherwise agreed between the Company and the Company of Proprietors of the Grand Junction Canal apply for the protection of the Grand Junction Canal (that is to say) :

- (1.) In making and maintaining the deviation and alteration of the Company's London and Birmingham Railway in the parish of Weedon Beck where the same is carried across the entrance to the Weedon Dock the Company shall not damage alter or interfere with any of the works of the Grand Junction Canal or cause or allow any water of such canal to leak escape or run to waste from the same and if in the execution maintenance or repair or by reason of the want of repair of any works by this Act authorised any damage to the said canal or the towing-path or works thereof shall be occasioned or any water shall leak escape or run to waste from the said canal the Company shall forthwith restore the said canal and towing-path and works thereof to the same state and condition as before the happening of such damage and prevent such loss of water as the case may be under the superintendence and to the reasonable satisfaction of the engineer of the said canal company and in case of the default of the Company it shall be lawful for the said canal company to do the same and to recover any costs or expenses incurred thereby from the Company and the Company shall pay to the said canal company as and by way of liquidated damages the sum of twenty shillings for every reasonably estimated one thousand cubic feet of water which shall have so leaked escaped or run to waste and in the same proportion for any greater or less quantity but nothing herein contained shall extend to prevent the said canal company from recovering beyond the amount of such liquidated damages any other or



special damages which they may sustain by reason or in consequence of any of the matters aforesaid and the canal company may recover any such costs expenses or damages as aforesaid in any court of competent jurisdiction :

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- (2.) Except as otherwise expressly provided nothing herein contained shall take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in the canal company by Act of Parliament or otherwise.

**13.** In constructing the widening of the Company's Huddersfield and Manchester Railway by this Act authorised the following provisions for the protection of the local board of the district of Marsden in the west riding of the county of York (in this section referred to as the local board) shall have effect unless otherwise agreed between the Company and the local board :

For protection of Marsden Local Board.

- (1.) The Company shall at their own cost (except as herein-after mentioned) make and form a diversion of the road numbered on the deposited plan of the Marsden and Golcar Widening 37 in the parish of Huddersfield in the line and according to the levels shown on the copy of the deposited plans and sections of the said Marsden and Golcar Widening signed by Francis Stevenson on behalf of the Company and by John Bower Robinson on behalf of the local board (and herein-after referred to as the said plan) such diversion commencing at the point marked X on the said plan and passing by a bridge or bridges over the railway of the Company and the Huddersfield and Manchester Canal and forming a junction at the point marked Z on the said plan with the said road numbered 37 on the said plan and extending thence through the point marked N to the point marked Y on the said plan and there forming a junction with the road or continuation herein-after mentioned the site of which diverted road is indicated on the said plan by the colour pink and is in this section so far as the portion thereof to be made by the Company is concerned referred to as the proposed road and the Company shall raise the level of the existing road at the point marked Z on the said plan so far as may be necessary for the purpose of effecting the said junction between the said road numbered 37 and the proposed road at the levels shown on the said sections :

- (2.) The local board shall form and complete a road over the lands of the local board or lands to be acquired by them for that purpose between the points marked Y and W on the said plan and in the line shown on the said plan so as to form a junction with and continuation of the proposed road at and

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from the point Y and so as to be substantially of the same construction and description as the proposed road and shall dedicate the said road to the public so as to form with the proposed road a road between the said points X and W and the local board shall proceed with the making and formation of the said road in such manner that (in case there shall have been no default on the part of the Company in the fulfilment of their obligations under this section) the same may be completed and dedicated simultaneously with the completion and dedication of the proposed road by the Company :

- (3.) On the completion by the Company of the proposed road between the points marked X and Z on the said plan so as to form a junction with the said road numbered 37 in manner herein-before provided the Company may stop up the portion of the said road numbered 37 between the points marked B and Z on the said plan.

Lands for extraordinary purposes of Company.

**14.** The quantity of land to be taken by the Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 in connexion with the Weedon and Daventry Railway and the deviation and widening shall not exceed two acres but the Company shall not for those purposes purchase or acquire in any city borough or other urban sanitary district exclusive of the Metropolis or in any parish or part of a parish not being within an urban sanitary district ten or more houses occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

Power to owners to grant easements.

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

Period for completion of railway.

**16.** If the Weedon and Daventry Railway and the deviation are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.



17. If the Company fail within the period limited by this Act to complete the Weedon and Daventry Railway and the deviation the Company shall be liable to a penalty of fifty pounds for every day after the expiration of the period so limited until the same are respectively completed and opened for public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost thereof:

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Imposing  
penalty un-  
less railway  
opened.

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 to Her Majesty's Treasury and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854:

Every sum of money recovered by way of such penalty as 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 Paymaster General for and on behalf of the Supreme Court of Judicature 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 said railway by unforeseen accident or circumstances beyond their control Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

18. 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 Weedon and Daventry Railway 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 the said railway and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit:

Application  
of penalty  
for non-  
completion  
of railway.

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

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A.D. 1885. by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the said Chancery Division thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said Chancery Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Power to  
Company  
to make new  
roads and  
other works.

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

(Stanford  
Hall Road.)

(1.) They may in the parish of Stanford in the county of Northampton make a new road commencing by a junction with the existing road which crosses their Rugby and Stamford Railway on the level at the Yelvertoft Station at a point on that road thirty yards or thereabouts south-east of the said level crossing and terminating by a junction with the existing road leading from Swinford to Cold Ashby at a point thereon two hundred and seventy yards or thereabouts east of the level crossing of that road by the said railway and they may stop up and discontinue so much of the last-mentioned existing road as lies between the junction therewith near Stanford Church of the road to Stanford Hall and the termination of the said new road:

(Pelsall  
footpath.)

(2.) They may in the township of Pelsall in the parish of Wolverhampton in the county of Stafford stop up and discontinue so much of the existing footpath which crosses their South Staffordshire Railway on the level two hundred and seventy yards or thereabouts south-west of the junction of their Norton Branch with the said railway as lies between points respectively



five yards north-east and five yards south-west of the boundaries of their property And may carry the said footpath over the railway by means of a footbridge: A.D. 1885.

- (3.) They may in the parish of Castlechurch in the county of Stafford alter and divert so much of the existing road from Stafford to Lichfield as lies between points respectively three hundred yards or thereabouts north-west and two hundred and seventy yards or thereabouts south-east of the level crossing of that road by their Trent Valley Railway known as the Queensville Level Crossing and may carry the said road over the said railway And they may stop up and discontinue so much of the said existing road as lies between points respectively forty-two yards or thereabouts north-west and thirty-five yards or thereabouts south-east of the said level crossing: (Queensville Level Crossing.)
- (4.) They may in the parish of Harborne in the county of Stafford stop up and discontinue the existing footpath between Old Church Road and the northern end of the existing public footbridge which crosses over their Stour Valley Railway two hundred and fifteen yards or thereabouts east of the Soho Station And may carry the said footpath over their property and sidings by means of an extension in a northerly direction of the said footbridge: (Footpath at Soho.)
- (5.) They may in the township of Whaley-cum-Yeardsley otherwise Yeardsley-cum-Whaley in the parish of Taxal in the county of Chester stop and discontinue all public rights of footpath along so much as lies between the boundaries of their property of the road which crosses on the level their Stockport Disley and Whaley Bridge Railway at the Furness Vale Station and they may carry the footpath over the said railway by means of a footbridge: (Furness Vale footpath.)
- (6.) They may in the township of Disley in the parish of Stockport in the county of Chester stop up and discontinue so much as lies between the boundaries of their property of the existing footpath which crosses on the level their Stockport Disley and Whaley Bridge Railway at the Crescent Crossing Disley one hundred and seventy yards or thereabouts eastward of the east end of the Disley Tunnel And in lieu thereof they may make a new footpath along the southern side of the said railway from the said level crossing to the public road which passes under the said railway between the said level crossing and the said tunnel: (Disley Crescent Crossing.)
- (7.) They may in the township and parish of Liverpool in the county of Lancaster make a new street in continuation of (Back Russell Street Liverpool.)

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Pellew Street from Back Russell Street to Russell Street And they may stop up and discontinue so much of Back Russell Street as extends for a distance of thirty-seven yards or thereabouts north of its junction with Pellew Street and may take down and remove the existing bridge by which Back Russell Street is carried over their Liverpool and Manchester Railway :

(Ravensthorpe Road.)

(8.) They may in the township and parish of Mirfield and in the township and parish of Thornhill in the west riding of the county of York make a new road commencing at Ravensthorpe by a junction with the Huddersfield Road at the junction therewith of the road on the west side of the Ravensthorpe Mills and terminating at Thornhill Lees by a junction with Lees Hall Road thirty yards or thereabouts north-west of the Blacker Arms Inn :

(Beaufort Level Crossing.)

(9.) They may in the parish of Llangattwg in the county of Brecon stop up and discontinue so much as lies between the boundaries of their property of the existing footpath which crosses on the level their Merthyr Tredegar and Abergavenny Railway four hundred yards or thereabouts east of the Beaufort Station And they may carry the said footpath over the railway by means of a footbridge.

For the protection of the corporation of Liverpool.

**20.** In constructing within the city of Liverpool the works by this Act authorised the Company shall conform to and observe the following provisions regulations and restrictions and the expression "the corporation" in this section shall mean the mayor aldermen and citizens of the city of Liverpool :

- (1.) Before the Company shall stop up appropriate or obstruct the traffic in Back Russell Street they shall form and fully complete and dedicate to the public a new street in continuation of Pellew Street of the width and at the levels shown upon their deposited plan and as more particularly described in a plan signed by the respective engineers of the Company and the corporation :
- (2.) The Company shall level form pave flag channel and otherwise complete the proposed new street in accordance with the second class specification now in operation within the city of Liverpool for the completion of such streets and they shall sewer the same to the reasonable satisfaction of the corporation :
- (3.) The flags paving stones and the water mains and pipes and other materials in Back Russell Street proposed to be stopped up by the Company under the powers of this Act shall remain and be the property of the corporation and may be used or removed by them :



- (4.) The Company shall not without the previous consent of the corporation signified in writing under the hand of the town clerk construct any shaft eye or other work in any street interfered with by them in the execution of the works by this Act authorised : A.D. 1885.
- (5.) Whenever it may be necessary to intercept or interfere with any existing sewer or drain the Company shall before intercepting or interfering with such existing sewer or drain construct at their own expense according to a plan to be approved by the corporation other sewers or drains in lieu of and of not less than equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewers or drains shall be connected by and at the expense of the Company with any existing sewers or drains which may be intercepted or interfered with and in such manner as shall be approved by the corporation :
- (6.) If by reason of the execution of any of the powers of this Act any additional sewers or drains or any increased length of sewers or drains shall become necessary the same shall be constructed by the corporation at the expense of the Company :
- (7.) If by reason of the execution of any of the powers of this Act the corporation shall at any time necessarily incur any cost in altering any existing sewer or drain the Company shall repay to the corporation such cost and the same may be recovered in default of payment in any court of competent jurisdiction :
- (8.) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive shall apply to the water mains and pipes of the corporation and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the corporation :
- (9.) Whenever the mains or water pipes of the corporation shall be severed or interfered with by the works authorised by this Act and whenever it is necessary for maintaining the supply of water to lay additional mains or water pipes they shall be laid by the corporation at the expense of the Company :
- (10.) If by reason of the execution of any of the powers of this Act any increased length of mains or water pipes shall become necessary the same shall be laid down by the corporation at the expense of the Company :
- (11.) Wherever by the appropriation or destruction of property by this Act authorised any mains or water pipes laid for the

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supply of such property (except pipes inside such property) shall be rendered unnecessary the Company shall pay to the corporation the cost of laying an equivalent length of main or water pipe and the cost of the works required for the discontinuation of those mains or water pipes rendered unnecessary to such amount as shall be estimated by the water engineer of the corporation and the mains and water pipes so rendered unnecessary shall become the property of the Company :

- (12.) The powers by this Act conferred upon the Company for the acquisition of the property numbered 21 in Lime Street in the township and parish of Liverpool shall be subject to the provisions of section 30 of the *London and North-western Railway (New Lines &c.) Act 1873* so far as the same are applicable thereto as fully and effectually as if such provisions were re-enacted in this Act and nothing in this Act contained shall in any way vary or affect the obligations imposed upon the Company by sub-sections 2 and 3 of the said section.

For the  
protection of  
the Calder  
and Hebble  
navigation.

**21.** Whereas the new road by this Act authorised called "Ravens-thorpe Road" is intended to be carried across the river Calder which forms the Calder and Hebble navigation at the point of crossing (herein-after called "the said canal") in the parishes of Mirfield and Thornhill in the west riding of the county of York Therefore notwithstanding anything in this Act contained the following provisions shall (unless otherwise agreed between the Company and the company of proprietors of the Calder and Hebble Navigation (herein-after called "the said company of proprietors") and the undertakers of the navigation of the rivers of Aire and Calder (herein-after called "the said undertakers") if and so long as the said canal shall be in lease to such undertakers) apply and have effect for the protection of the said canal that is to say :

- (1.) In carrying the road over the said canal the Company shall not alter the line or level of the said canal or the towing-paths thereof except as herein-after mentioned nor shall they during or at any time after the construction of the said road or of the bridge herein-after mentioned or during any future repairs thereof (either temporarily or permanently) obstruct or impede the navigation of the said canal so as to stop or interrupt the traffic thereon or the passage along the towing-paths thereof :
- (2.) The road shall be carried across the said canal by an iron or steel girder bridge with abutments of brick or stone or either of those materials combined and the bridge shall be constructed so as to cross the said canal and the towing-paths thereof as herein-after mentioned by a single span of not less



than one hundred and thirty-eight feet measured at right angles to the face of the abutments of the bridge and the abutments of such bridge shall be placed in such positions as shall be fixed by the engineer of the said company of proprietors or if the said canal shall at the time be in lease to them of the said undertakers having due regard to the centre line of the said road The Company shall also construct in connexion with such bridge a towing-path on each side of the said canal on the same level as the existing towing-paths and connect the same with the existing towing-paths by means of waterway walls of brick or stone or either of those materials combined so that the present widths of towing-paths on each side of the said canal shall be preserved throughout:

- (3.) No part of the soffit or underside of the girders of the said bridge shall be less than fifteen feet above the ordinary top water level of the said canal at the point of crossing :
- (4.) The said bridge and works connected therewith and all future repairs thereof and all temporary works during construction of such bridge shall be constructed under the supervision and to the reasonable satisfaction of the before-mentioned engineer and according to plans sections and specification to be previously approved by such engineer and the engineer of the company or in case of difference by an engineer to be appointed by the Board of Trade on the application of either party :
- (5.) The said bridge and works connected therewith shall be completed within eighteen months from the time at which the same are commenced :
- (6.) The Company shall maintain the said bridge in good and substantial repair and in the event of the same being at any time out of repair or of any obstruction or impediment as aforesaid being at any time hereafter caused to the navigation of the said canal or the traffic thereof by reason of any of the works or operations of the Company or of any contractor or person employed by them the said company of proprietors or if and so long as the said canal is in lease to them the said undertakers may after giving the Company seven days notice of their intention so to do repair such bridge or remove such obstruction or impediment as the case may be and may recover the expense of such repair or removal from the Company with full costs of suit in any court of competent jurisdiction :
- (7.) The Company shall not without consent of the said company of proprietors and if and so long as the said canal is in lease to them of the said undertakers take or acquire any right or



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interest in any lands belonging or leased to the said company of proprietors or the said undertakers other than an easement for constructing and maintaining the said bridge under and subject to the conditions herein-before contained :

- (8.) In case during the execution of the works of the said bridge or of any subsequent alteration or repair thereof or of any failure or defect therein or of any works or operations of the Company or their contractors or other persons employed by them any boat barge or other vessel passing or intending to pass along the said canal or the horses locomotives or other tractive or propellant power moving the same shall at any time be stopped or interrupted in their passage along the said canal or towing-path then and in every such case the Company shall pay to the said company of proprietors or if and so long as the said canal is in lease to them to the said undertakers as and by way of liquidated damages the sum of ten pounds for every hour during which any such stoppage or interruption shall continue after twelve hours notice given by the said company of proprietors or by the said undertakers to the Company or their secretary of the existence of such stoppage or interruption and if such stoppage or interruption shall continue beyond seventy-two consecutive hours after such notice and shall be occasioned by any wilful act or omission on the part of the Company or of any contractors or persons employed by them then and in every such case the Company shall pay as and by way of liquidated damages the sum of twenty pounds for every hour during which such stoppage or interruption shall continue and in case the bridge shall not be completed within the time herein-before limited for the completion thereof the Company shall pay as and by way of liquidated damages to the said company of proprietors or to the said undertakers as aforesaid the sum of ten pounds for every day after the expiration of that period until such bridge and the works connected therewith are completed Provided that nothing herein contained shall prevent the said company of proprietors or the said undertakers from recovering against the Company beyond the amount of such liquidated damages any special damage that may be sustained by them or that they may be liable to pay for or by reason of any act or default of the Company or their contractors or other persons employed by them and the said company of proprietors and the said undertakers are hereby authorised to sue for and recover any such liquidated or special damages with full costs of suit in any court of competent jurisdiction :



(9.) Except as otherwise expressly provided nothing in this Act shall alter prejudice or affect any of the rights privileges or powers vested in the said company of proprietors or the said undertakers by any Act of Parliament or otherwise. A.D. 1885.

**22.** For the protection of the Lancashire and Yorkshire Railway Company (in this section referred to as the Lancashire and Yorkshire Company) the following provisions shall unless otherwise agreed on in writing between that company and the Company have effect (that is to say):

For the protection of the Lancashire and Yorkshire Railway Company as to new road at Ravens-thorpe.

- (1.) The Company in constructing the new road at Ravensthorpe by this Act authorised so far as the same affects the railway lands or works of the Lancashire and Yorkshire Company shall unless otherwise agreed between the Company and the Lancashire and Yorkshire Company construct it in and upon the lines and levels shown upon the deposited plan and section relating to the said new road and the said new road shall be constructed according to plans and sections to be previously submitted to and reasonably approved by the engineer for the time being of the Lancashire and Yorkshire Company and under the superintendence and in all respects to the reasonable satisfaction of such engineer;
- (2.) The Company shall carry the said new road over the Lancashire and Yorkshire Railway by means of a flat girder bridge of one span not less than seventy-two feet wide throughout measured on the square and having a headway throughout of not less than fourteen feet and six inches measured from the upper surface of the rails of that railway;
- (3.) In constructing and maintaining the said new road where the same affects the railway works or lands of the Lancashire and Yorkshire Company the Company and their contractors servants agents or workmen shall not obstruct impede or interfere with the free and uninterrupted and safe user of the railways or other works of the Lancashire and Yorkshire Company and if any such obstruction or interference shall take place the Company shall forfeit and pay by way of ascertained damages the sum of one hundred pounds for every hour during which such obstruction or interference shall continue;
- (4.) The Company shall at all times maintain the bridge and other works in connexion with the said new road in substantial repair and good order to the reasonable satisfaction of the said engineer of the Lancashire and Yorkshire Company and if and whenever the Company fail so to do the Lancashire and



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Yorkshire Company may make or do as well in and upon the lands of the Company or the lands required by them for the purposes of this Act as their own lands all such works and things as such engineer may reasonably think requisite in that behalf and the sum from time to time certified by such engineer to be the reasonable amount of such their expenditure shall be repaid to the Lancashire and Yorkshire Company by the Company and in default of payment may be recovered in any court of competent jurisdiction ;

(5.) The Company shall acquire only such an easement in and upon the railway lands and works of the Lancashire and Yorkshire Company as may be necessary for the making of the said new road and the Lancashire and Yorkshire Company may and shall grant such easement accordingly The amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement ;

(6.) The Company shall on demand pay to the Lancashire and Yorkshire Company all reasonable expenses of the employment by the Lancashire and Yorkshire Company during the construction of the said new road of a sufficient number of inspectors and watchmen to be appointed by the Lancashire and Yorkshire Company for watching their said railway and works with reference to and during the execution of the works of the Company and for preventing as far as may be all interference danger and accident from any of the operations or from the acts and defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise ;

(7.) The Company shall be responsible for and make good to the Lancashire and Yorkshire Company all costs losses damages and expenses from time to time occasioned to the Lancashire and Yorkshire Company or to the said railway works and property or to the traffic on the said railway or to any company or person using the same by reason of the execution or failure of the works in connexion with the said new road or by any act or omission of the Company or any of the persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the Lancashire and Yorkshire Company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission as aforesaid ;



(8.) If any difference shall arise between the respective engineers of the Company and the Lancashire and Yorkshire Company as to the reasonableness of the plans sections and specifications herein-before provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the Lancashire and Yorkshire Company. A.D. 1885.

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

Power to Company to acquire additional lands &c.

In the county of Lancaster

Certain lands in the township and parish of Liverpool being the property numbered 21 in Lime Street: (Lands at Lime Street.)

The following lands at Earlestown in the Township of Newton-in-Makerfield in the parish of Winwick (that is to say): (Lands at Earlestown.)

Certain lands lying on the south side of and adjoining Earle Street West and situate four hundred yards or thereabouts north-west of the junction therewith of Viaduct Street:

Certain other lands forming part of the site of the Company's waggon works south of the south end of Viaduct Street:

Certain other lands lying on the north side of and adjoining the Company's Liverpool and Manchester Railway and between that railway and Suez Street:

Certain other lands lying on the south and west sides of and adjoining the Company's Liverpool and Manchester and Grand Junction railways respectively and between the Sankey Viaduct on the first-mentioned railway and a point on the secondly-mentioned railway three hundred and fifty yards or thereabouts south-east of the Earlestown Junction station:

Certain lands in the township of Newton in the parish of Manchester lying on the west side of and adjoining the (Lands at Longsight.)

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Company's Stockport and Manchester Railway and being part of the site of the Longsight Station and the approach thereto from Kirkmanshulme Lane :

(Lands at Tyldesley.)

Certain lands in the township of Tyldesley-cum-Shakerley in the parish of Leigh lying on the south side of and adjoining the Company's Eccles Tyldesley and Wigan Railway and between the gas works and Wells Street :

(Lands at Chequerbent.)

Certain lands in the townships of West Houghton and Over Hulton in the parish of Dean lying on the north-west side of and adjoining the Company's Bolton and Kenyon Railway Deviation No. 1 authorised by the London and North-western Railway Act 1880 and near to and north east of the Chequerbent Station on the said deviation :

Certain other lands in the said township of Over Hulton and parish of Dean lying on the north-west side of and adjoining the Company's Bolton and Kenyon Railway and at or near to the Hulton Colliery with power to divert and carry under the said railway and along the north-west side of the said lands the existing footpath which now passes along the south-east side of the said railway and crosses the same on the level at or near the said colliery :

(Lands at Daubhill.)

Certain lands in the township of Rumworth in the parish of Dean lying on the north side of and adjoining the Company's Bolton and Kenyon Railway and at and near the Rumworth Cotton Mills :

(Lands at Chorley.)

Certain lands in the township and parish of Chorley lying on the east side of and adjoining the Lancashire Union Railway and near to and north of Stump Lane with power to the Company in connexion with the said lands and the lands in the township and parish of Chorley which the Company were authorised to acquire by the London and North-western Railway Act 1884 to make maintain work and use a short railway or siding in the said township and parish commencing by a junction with the Lancashire Union Railway at a point one hundred and thirty-five yards or thereabouts north of the bridge carrying Stump Lane over that railway and terminating in the said last-mentioned lands on the east side of the said railway eighty yards or thereabouts south of the said bridge Provided always that as to so much of the said lands as belongs to the Lancashire and Yorkshire Company and the Company as joint owners of the Lancashire Union Railway and which the Company are by this Act authorised to enter



upon take or use the Company shall not purchase or take the same but the joint owners may and shall sell and grant such an easement or right of using the same as may be necessary to enable the Company to make the junction shown on the deposited plans with the said Lancashire Union Railway together with such safety or catch sidings as may be reasonably necessary in connexion therewith:

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Certain lands in the township and parish of Blackburn lying on the south-east side of and adjoining the railway of the Lancashire and Yorkshire Railway Company from Blackburn to Preston and between the junction with that railway of the said Company's railway from Blackburn to Bolton and the River Darwen and including a portion of the site of Hamilton Street:

(Lands at Blackburn.)

In the west riding of the county of York

Certain lands in the township of Golcar in the parish of Huddersfield lying on the south-east side of and adjoining the road leading from the Golcar Viaduct on the Company's Huddersfield and Manchester Railway to the road known as Co-operative Lane Golcar and north-west of and near to the Golcar Station on the said railway:

(Lands at Golcar.)

Certain lands in the township and parish of Thornhill lying on the north-west side of and adjoining the Company's Leeds and Dewsbury Railway and between the Dewsbury or Thornhill Junction of that railway with the Lancashire and Yorkshire Railway and the Calder and Hebble Navigation (Thornhill Cut).

(Lands at Ravens-thorpe.)

**24.** Subject to the provisions of this Act the Company may purchase and acquire and the Gresham Street Warehouse Company Limited shall sell and assign all their right title and interest in the lands and premises known as the Spread Eagle Office and numbered 34 and 36 in Regent Street in the parish of Saint James Westminster and the Company may during the continuance and subject to the terms and conditions of the leases under which the said lands and premises are now held by the said warehouse company hold and use the same for the purposes of their undertaking but the said premises shall not be exempt from the operation of the first part of the Metropolitan Building Act 1855 and the Acts amending the same.

Power to acquire lessees' interest in lands at Regent Circus.

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

Owners may be required to sell to



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Company  
parts only  
of certain  
lands and  
buildings.

sufficient for the purposes of the Company and that such portions may be severed from the remainder of the said properties without material detriment thereto :

Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands buildings or manufactories described in the First Schedule to this Act and whereof portions only are required for the purposes of the Company may (if such portions can in the judgment of the jury arbitrators or other authority assessing or determining the compensation under that Act be severed from the remainder of the said properties without material detriment thereto) be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise Provided always that if in the opinion of the jury arbitrators or other authority as aforesaid any such portions cannot be severed from the remainder of such property without material detriment thereto the Company may withdraw their notice to treat for the portion of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice.

Period for  
compulsory  
purchase  
of lands by  
Company.

Power to  
deviate in  
construction  
of new roads  
&c.

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

**27.** The Company may in constructing the new roads and street and alteration of street footpaths and other works by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the said works as shown on the deposited sections to any extent not exceeding three feet but not so as to increase the rate of inclination of any new road or altered street as shown on the said sections.

Roads not  
to be stopped  
up till sub-  
stituted  
roads com-  
pleted.

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



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

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Provisions  
as to repair  
of new roads  
&c.

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

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

Extinguish-  
ment of  
rights of  
way.

**31.** The site and soil of the several roads streets footpaths courts passages thoroughfares or highways or portions thereof by this Act authorised to be stopped up and discontinued and the fee simple and inheritance thereof shall (except where by this Act otherwise provided) if the Company are or if and when under the powers of this Act or of any other Act relating to the Company already passed they become the owners of the lands on both sides thereof be from the time of the stopping up thereof respectively wholly and absolutely vested in the Company for the purposes of their undertaking subject to the provisions of the Railways, Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway.

Vesting in  
Company  
of site and  
soil of por-  
tions of  
roads &c.  
stopped up.

**32.** The Company may effect and carry out the stopping up and diversion in the township of Saddleworth in the parish of Rochdale in the west riding of the county of York of the bridle road known as Pickhill Lane as the same was authorised by subsection 11 of

As to diver-  
sion of Pick-  
hill Lane.

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A.D. 1885. section 17 of the London and North-western Railway Act 1882 according to the deposited plans referred to in that Act and subsection 15 of section 13 of the London and North-western Railway (Additional Powers) Act 1883 shall be and the same is hereby repealed.

Power to Company and Lancashire and Yorkshire Company to make junction at Bootle.

**33.** 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 and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railway herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference relating thereto as may be required for that purpose :

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

(Junction at Bootle.)

The junction at Bootle (five chains and fifty-eight links in length) commencing by a junction with the Company's Bootle Extension Railway and terminating by a junction with the Liverpool Crosby and Southport Railway of the Lancashire and Yorkshire Company as authorised to be widened under the powers contained in the Lancashire and Yorkshire Railway Act 1882.

Tolls &c. on junction at Bootle.

**34.** With respect to tolls rates and charges and for all other purposes whatever the junction at Bootle shall be part of the respective railways of the Company and the Lancashire and Yorkshire Company and for the purpose of ascertaining the tolls rates and charges the junction at Bootle shall be taken as forming part of the railway of the Company carrying the traffic.

Period for compulsory purchase of lands for junction at Bootle.

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

Period for completion of junction at Bootle.

**36.** If the junction at Bootle is 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 and the Lancashire and Yorkshire Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Power to the two companies to make agreements as to junc-

**37.** Subject to the provisions of this Act the Company and the Lancashire and Yorkshire Company may enter into and carry into effect agreements with respect to the construction working use management and maintenance of the junction at Bootle and also



with respect to the use and appropriation of the lands at Blackburn which may be acquired by the Company under the powers of this Act and of any other lands adjoining or near thereto belonging to the said companies respectively or either of them.

A.D. 1885.

tion at  
Bootle and  
lands at  
Blackburn.

**38.** The two companies shall abandon the construction of the new junction at Bootle authorised by the London and North-western Railway Act 1882.

Abandon-  
ment of  
authorised  
junction at  
Bootle.

**39.** The abandonment by the Company and the Lancashire and Yorkshire Company under the authority of this Act of the work mentioned in the last preceding section shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company and the Lancashire and Yorkshire Company or either of them on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company and the Lancashire and Yorkshire Company or either of them to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the London and North-western Railway Act 1882.

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

**40.** Where before the passing of this Act any contract has been entered into or notice given by the Company and the Lancashire and Yorkshire Company or either of them for the purchasing of any land for the purposes of or in relation to the work authorised to be abandoned by this Act the Company and the Lancashire and Yorkshire Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company and the Lancashire and Yorkshire Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Compensa-  
tion to be  
made in  
respect of  
work aban-  
doned.

**41.** Subject to the provisions of this Act the Company and the Great Western Company or one of them with the consent of the

Powers to  
Company  
and Great

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Western  
Company  
to execute  
works &c.

other may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the deviation and alteration of railway and the new road and other works herein-after described and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference relating thereto as may be required for those respective purposes (that is to say) :

- (1.) They may make and maintain a deviation and alteration (three furlongs four chains and forty links in length) of the West Kirby Extension No. 2 authorised by the London and North-western Railway Act 1882 commencing in the township and parish of West Kirby in the county of Chester by a junction with the said extension at a point one hundred and seventy-five yards or thereabouts north of the crossing thereby of the public road past Saint Bridget's Church West Kirby as shown on the deposited plans referred to in the said Act and terminating in the township of Little Meolse in the same parish by a junction with the Seacombe Hoylake and Deeside Railway at a point thereon one hundred and thirty-five yards or thereabouts measured in a northerly direction along that railway from the northern end of the platform of the West Kirby Station thereon :
- (2.) They may in the township of Dunham-on-the-Hill in the parish of Thornton-le-Moors and in the township and parish of Barrow in the county of Chester make a new road commencing by a junction with the public road from Bridge Trafford to Dunham-on-the-Hill at or near the east end of the bridge carrying that road over the Birkenhead Railway and terminating by a junction with the lane known as Morley Lane at a point four hundred yards or thereabouts east of the said railway and when and so soon as the said new road is completed and opened to the public they may stop up and discontinue so much of the said lane as lies between the termination of the said new road and the north-western boundary of the said railway :
- (3.) They may in the township of Higher Bebington in the parish of Bebington in the county of Chester alter extend or reconstruct the bridge by which Rock Lane is now carried over the Birkenhead Railway :
- (4.) They may in the township of Tranmere in the said parish of Bebington alter extend or reconstruct the bridge by which Bedford Road is now carried over the Birkenhead Railway and may alter the levels of the said road from the junction



therewith of Highfield Road to the junction therewith of Railway Road: A.D. 1885.

(5.) They may extend for a distance of five yards on each side thereof the bridge carrying the Birkenhead Railway over St. Paul's Road:

(6.) They may extend for a distance of five yards on each side thereof the bridge carrying the Birkenhead Railway over Union Street.

**42.** With respect to tolls rates and charges and for all other purposes whatever the said deviation shall be part of the said West Kirby Extension No. 2 and sections 62 63 and 64 of the London and North-western Railway Act 1882 shall be read and construed as if the said deviation had formed part of the West Kirby extensions therein referred to. Tolls &c. on deviation.

**43.** Subject to the provisions of this Act and in addition to the other lands which the Company and the Great Western Company are by this Act authorised to acquire they may from time to time enter upon take use and appropriate for the purpose of extending the station siding warehouse coal wharf depôt mineral goods and other accommodation of the said companies and for other purposes connected with their Birkenhead Railway the lands houses and buildings herein-after described or referred to delineated on the deposited plans and described in the deposited books of reference (that is to say): Power to Company and Great Western Company to acquire additional lands &c.

In the county of Chester

Certain lands in the township and parish of Bromborough lying on the west side of and adjoining the Birkenhead Railway and near to and south of the Bromborough Station; (Lands at Bromborough.)

Certain lands in the township of Lower Bebington in the parish of Bebington lying on the east side of and adjoining the Birkenhead Railway and near to and north of the Bebington Station; (Lands at Bebington Station.)

Certain other lands in the township of Tranmere in the parish of Bebington lying on both sides of and adjoining the Birkenhead Railway and north of and adjoining Bedford Road; (Lands at Tranmere.)

Certain other lands in the same township and parish lying on the east side of and adjoining the said railway and on the south side of and adjoining Bedford Road;

Certain other lands in the same township and parish lying at the south-west end of Helmingham Road and between that road and Holt Hill. (Lands at Helmingham Road.)



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A.D. 1885.  
For the  
protection  
of the cor-  
poration of  
Birkenhead.

44. In the construction within the borough of Birkenhead of the works by this Act authorised to be constructed by the Company and the Great Western Company or either of them (in this section called "the companies") the following provisions shall apply and have effect unless otherwise agreed on between the mayor aldermen and burgesses of the borough of Birkenhead (in this section called "the corporation") and the companies:

- (1.) The companies shall so reconstruct the bridges carrying Bedford Road and Rock Lane respectively over the railway that the gradients of the respective roadways and footways as reconstructed shall be not steeper than the existing gradients and if required by the corporation the companies shall construct and maintain on each side and for the full length of the said bridges respectively substantial parapets or close screens not less than seven feet in height above the level of the footways on such bridges:
- (2.) The companies shall construct and maintain on each side of their railways and for the full length of the bridges to be reconstructed over Union Street and Saint Paul's Road respectively substantial parapets or close screens not less than seven feet in height above the level of the companies rails and all parapets fences and screens of bridges made by the companies under or over the railway shall be constructed of a reasonable strength and shall not be used for the posting of bills or other advertising purposes so far as the same front or abut upon any street:
- (3.) The companies shall not alter or interfere with the present levels or gradients of Saint Paul's Road and Union Street:
- (4.) During the widening of the bridges over and under the railways the companies shall provide accommodation for the traffic with proper fences and lights to the reasonable satisfaction of the surveyor to the corporation and shall to the like satisfaction maintain such accommodation and access fences and lights until the completion of such widening:
- (5.) Where the surface of any street road passage or place or of the footway thereof has been interfered with or disturbed by the companies in constructing the works or performing the operations by this Act authorised the companies shall well and sufficiently and to the reasonable satisfaction of the corporation or their surveyor restore the surface so interfered with or disturbed and shall to the like satisfaction maintain in efficient repair the said surface for twelve months:
- (6.) Whenever it may be necessary to intercept or interfere with any existing sewer or drain the companies shall before inter-



cepting or interfering with such existing sewer or drain construct at their own expense according to a plan to be approved by the borough surveyor other sewers or drains in lieu of and of not less than equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewers or drains shall be connected by and at the expense of the companies with any existing sewers or drains which may be intercepted or interfered with and in such manner as shall be approved by the corporation :

- (7.) If by reason of the execution of any of the powers of this Act any additional sewers or drains or any increased length of sewers or drains shall become necessary the same shall be constructed by the corporation at the expense of the companies subject to the provisions of the agreement between the corporation and the companies dated the twenty-eighth March one thousand eight hundred and eighty-five :
- (8.) The provisions contained in sections eighteen to twenty-three inclusive of the Railways Clauses Consolidation Act 1845 shall apply to the water and gas mains and pipes of the corporation and to the corporation in respect thereof as though the corporation were a water or gas company or society :
- (9.) Notwithstanding anything contained in this Act the companies shall not stop up absorb or interfere with Planet Street Tranmere :
- (10.) If the land of the companies which may be required for railway purposes where the same abuts upon Bedford Road is used at any time by locomotives the companies shall previously close fence and screen that land so abutting and shall maintain the same thereafter :
- (11.) Any dispute or difference arising under this section between the companies and the corporation shall be determined by arbitration in manner provided by the Railway Companies Arbitration Act 1859 and for the purposes of any such arbitration the corporation shall be deemed a railway company.

45. Notwithstanding anything shown on the deposited plans relating to the West Kirby deviation the Company shall not under the authority of this Act without the consent in writing of the Seacombe Hoylake and Deeside Railway Company enter upon take or use any of the lands belonging to that company situate on the west side of the line marked A. B. C. D. on a copy of the said plans signed by Robert Edward Johnston on behalf of the Company and by John Cullimore on behalf of the Seacombe Hoylake and Deeside Railway Company or acquire any right or interest in the said lands

For the protection of the Seacombe Hoylake and Deeside Railway Company.



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Act, 1885.

A.D. 1885. other than an easement or right of using so much thereof as may be necessary for the purposes of forming a double junction of the West Kirby deviation with the Seacombe Hoylake and Deeside Railway between the letters B. and C. on the said plan.

Power to owners to grant easements for West Kirby deviation.

46. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company and the Great Western Company and any other company upon whom by this Act powers are conferred jointly with the Company any easement right or privilege (not being an easement of water) required for any of the purposes of this Act to be executed by them in or over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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

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

Power to Company and Great Western Company to deviate in construction of new road &c.

48. The Company and the Great Western Company may in constructing the new road and other works by this Act authorised to be made by them deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels thereof as shown on the deposited sections to any extent not exceeding three feet but not so as to increase the rate of inclination of the said new road as shown on the said sections.

Provisions as to repair of new road by Company and Great Western Company.

49. The said new road (except the stone iron or other structure carrying the same over any railway which structure shall be repaired and maintained by and at the expense of the Company and the Great Western Company) shall when made and completed from time to time be repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as other roads within the townships or parishes in which such new road will be situate are from time to time liable to be repaired or maintained:

If any question shall arise between the Company and the Great Western Company and any of such parties as to the due completion of such new road such question shall from time to time be determined by two justices on the application of either of the parties in difference and after not less than seven days notice to both parties



of the sitting of such justices for the purpose and the certificate of such justices of the due completion of such new road shall be conclusive evidence of the fact so certified. A.D. 1885.

**50.** All rights of way over or along the road or portion of road which shall under the provisions of this Act be stopped up and discontinued by the Company and the Great Western Company and over any of the lands which shall be purchased or acquired under the compulsory powers by this Act conferred upon the Company and the Great Western Company shall be and the same are as from the stopping up purchase or acquisition thereof respectively by this Act extinguished. Extinguishment of rights of way over road stopped up.

**51.** The site and soil of so much of the road by this Act authorised to be stopped up and discontinued by the Company and the Great Western Company as lies between the boundaries of their property and the fee simple and inheritance thereof shall (except where by this Act otherwise provided) from the time of the stopping up thereof be wholly and absolutely vested in the said companies for the purposes of their Birkenhead Railway subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway. Vesting in Company and Great Western Company of site and soil of portion of road stopped up.

**52.** The Company and the Great Western Company may enter into and carry into effect agreements with respect to the construction working use management and maintenance of the West Kirby deviation and other works and the purchase division appropriation and use of the lands which by this Act they are authorised to construct and acquire and with respect to the payment and contribution to be made by each of them towards the costs charges and expenses incurred in respect thereof. Power to Company and Great Western Company to make agreements.

**53.** The Company and the Great Western Company may and shall abandon the construction of so much of the authorised West Kirby Extension No. 2 as lies between the commencement of the deviation thereof by this Act authorised and the termination of the said extension. Abandonment of portion of West Kirby Extension.

**54.** The abandonment by the Company and the Great Western Company under the authority of this Act of the portion of railway mentioned in the last preceding section shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company and the Great Western Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has Abandonment not to affect right to compensation for damage to land by entry &c. for purposes of work abandoned.

[Ch. lxxxviii.] *London and North-western Railway* [48 & 49 VICT.]  
Act, 1885.

A.D. 1885. been temporarily occupied by the Company and the Great Western Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the London and North-western Railway Act 1882.

As to sale  
of lands  
acquired  
for purposes  
of new roads  
&c.

55. With respect to lands purchased under the powers of this Act for the purposes of the new roads streets and footpaths and the alterations of road streets and footpaths hereby authorised the prescribed period referred to in section 127 of the Lands Clauses Consolidation Act 1845 shall be deemed to be fifteen years from the passing of this Act.

Restriction  
on displacing  
persons of  
labouring  
class.

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

(a.) Shall have obtained the approval in the case of the metropolis of the Secretary of State for the Home Department or in any other case of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the said Secretary of State or the Local Government Board (as the case may be) shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case and

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

(2.) The approval of the said Secretary of State or the Local Government Board (as the case may be) to any scheme under this



section may be given either absolutely or conditionally and after the said Secretary of State or the Local Government Board (as the case may be) have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme. A.D. 1885.

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

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

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

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

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

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



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A.D. 1885. the Public Health Act 1875 and the scheme were one of the purposes of that Act.

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

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

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

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

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

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



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(11.) The company or companies exercising the said powers shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector and the provisions of this subsection shall mutatis mutandis apply to the repayment of expenses incurred by or on behalf of the said Secretary of State.

A.D. 1885.

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

57. The powers granted by the London and North-western Railway (New Railways) Act 1879 for the construction of the Denton and Saddleworth Railways by that Act authorised are hereby revived and continued for the period of one year from the passing of this Act and may subject to the provisions of the said Act be exercised by the Company for that period as fully and effectually as if that period had been the period prescribed by the first-mentioned Act for the exercise thereof and section 26 of that Act shall be read and construed accordingly :

Revival of powers for construction of Denton and Saddleworth Railways.

If the Denton and Saddleworth Railways be not completed within the said period of one year from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise relating thereto shall cease to be exercised except as to so much thereof as shall then be completed.

58. The Company may hold and use and apply for and to any purposes connected with their undertaking the several lands purchased by them by agreement described in the Second Schedule to this Act and which are shown on the plans deposited in the Parliament Office of the House of Lords and the Private Bill Office of the House of Commons and entitled "plans of lands referred to in Second Schedule of Act."

Company may hold and acquire land by agreement.

59. The purposes for which the Company are by section 41 of the London and North-western Railway (Additional Powers) Act

Amending section 41 of the Lon-



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don and  
North-west-  
ern Railway  
(Additional  
Powers) Act  
1879.

Extending  
time for sale  
of certain  
superfluous  
lands of  
Company.

1879 authorised to acquire booking and receiving offices and other premises shall be deemed to be extraordinary purposes within the meaning and for the purposes of the Railways Clauses Consolidation Act 1845 and the Lands Clauses Consolidation Act 1845 respectively.

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

Extending  
time for sale  
of certain  
superfluous  
lands con-  
nected with  
the White-  
haven Clea-  
tor and  
Egremont  
Railway.

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

Arrange-  
ments as to  
lammas lands  
at Walsall.

**62.** Subject and without prejudice to the right of the lord of the manor of Walsall in the county of Stafford in the soil of the Walsall lammas land herein-after mentioned it shall be lawful for the corporation of Walsall acting as a committee of the parties entitled to commonable or other rights in the lands herein-after mentioned within the meaning of the Lands Clauses Consolidation Act 1845 for and on behalf of the freeholders and householders ratepayers and inhabitants of the parish of Walsall or of the borough or foreign of the parish of Walsall in the county of Stafford (herein-after called "the commoners") who have or claim to have certain commonable or other rights over or in the said Walsall lammas land to enter into an agreement with the Company for the compensation to be paid for the extinction of the commonable and other rights (herein-after called "the commonable rights") of the commoners over or in such part or parts of certain lammas



lands in the borough of Walsall called Walsall lammas land or Long Meadows containing an area of five hundred and seventy-seven square yards or thereabouts as by the London and North-western Railway (New Lines and Additional Powers) Act 1876 and the London and North-western Railway (Additional Powers) Act 1879 the Company are authorised to acquire for the purposes thereof and the commoners shall be bound by such agreement and it shall be lawful for the Company to pay to the corporation of Walsall the compensation which shall be so agreed to be paid and the receipt of the corporation shall effectually discharge the Company and be of the same effect as a receipt by a committee of commoners or any three of them under the 104th section of the Lands Clauses Consolidation Act 1845 and such compensation when received shall be applied by the corporation of Walsall as a fund for or towards the provision and maintenance of public walks or pleasure grounds for the said borough of Walsall according to the 164th section of the Public Health Act 1875.

A.D. 1885.

**63.** The Company may from time to time supply at and near Wolverton in the county of Buckingham gas not required for their own purposes to any local board or sanitary authority and to any company or person and may recover the rents or sums of money from time to time payable in respect of any such supply Provided always that the Company shall not by virtue of the powers hereby conferred upon them be deemed to be a company empowered by Act of Parliament to supply gas within the meaning of section 3 of the Gas and Water Works Facilities Act 1870.

Power to Company to supply gas at Wolverton.

**64.** Subsection 1 of section 12 of the London and North-western Railway (New Railways) Act 1881 shall be and the same is hereby repealed.

Repeal of provision for protection of Ackers, Whitley, & Co.

**65.** For the better prevention of danger to persons carried on the railways of the Company it shall be lawful for the Company from time to time subject to the provisions of the Railway Regulation Act 1840 and the Railways Clauses Consolidation Act 1845 and to approval by the Board of Trade as provided by those Acts to make byelaws for the following purposes (that is to say):

Company may make byelaws as to traction engines &c. crossing their railways.

(1) For regulating the times at which and conditions under which locomotive or traction or other engines or machines or other vehicles or traffic of an unusually heavy or dangerous description may be taken or pass across any railways of the Company at level crossings (not being public highway level crossings) or over bridges and for prescribing the notice to be given to the Company of the times of

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A.D. 1885. such intended passage and for imposing penalties for breach of such byelaws or conditions :

(2) For restricting and limiting the weight of such engines machines and vehicles and the number thereof which may be taken across or over any such level crossing or bridge at the same time :

(3) For imposing penalties on persons acting in contravention of section six of the Locomotive Act 1861 (or any enactment substituted for the same) in the case of any bridge over the railways of the Company which the Company are liable to repair.

Transfer of  
Lancaster  
Canal to  
Company.

**66.** Subject and without prejudice to the lease to the Leeds Canal Company of the portion of the canal known as the South End and all the rights and privileges of the said Company in or in respect of that portion under or by virtue of the Canal Transfer Act the canal undertaking shall be and is hereby as from the first day of July one thousand eight hundred and eighty-five hereinafter referred to as the vesting period transferred to and vested in the Company :

The canal undertaking so vested is hereby declared to be and to include the canal and all cuts towing-paths wharves locks lock-houses houses cottages buildings cranes plant approaches lands works and conveniences and the rent of seven thousand and seventy-five pounds per annum payable by the Leeds Canal Company to the Lancaster Canal Company and all other the benefits of the lease from the Lancaster Canal Company to the Leeds Canal Company and all other the property easements moneys (including unclaimed dividends but exclusive of the cash balance in the hands of the Lancaster Canal Company and any securities in which such cash balance or any part thereof may be invested) and assets whether real or personal and all estates shares interests rights powers privileges and authorities which at the vesting period belong to or are vested in or enjoyed by or held in trust for the Lancaster Canal Company of what nature or kind soever or which that company can or may lawfully hold use exercise or enjoy whether alone or jointly with any other company and whether in respect of their own undertaking or the undertaking of any other company :

The transfer and vesting effected by this Act shall be deemed to be an amalgamation within the meaning of Part V. of the Railways Clauses Act 1863 and for the purposes of the said part of the said Act the Lancaster Canal Company shall be deemed to be a railway Company :

The Lancaster Canal Company shall as from the vesting period be dissolved except for the purpose of winding up their affairs



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And on the first day of January one thousand eight hundred and eighty-six the Lancaster Canal Company shall be for all purposes finally dissolved And from and after such final dissolution the Company shall for all purposes represent the Lancaster Canal Company : A.D. 1885.

Provided always that if at any time after the vesting period the Leeds Canal Company shall require the Company so to do the Company may sell to the Leeds Canal Company the said portion of the canal undertaking known as the South End and all the estate and interest of the Company therein upon such terms as may be agreed upon between the said companies :

Provided also that within three months from the vesting period or the passing of this Act whichever shall last occur the Company shall produce to the Commissioners of Inland Revenue a deed of conveyance duly stamped in which the purchase money or consideration for the sale to the Company shall be fully and truly stated and set forth and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the vesting period or the passing of this Act whichever shall last occur to the date of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

**67.** Notwithstanding anything in this Act contained sections 7 8 14 15 16 17 18 20 21 and 23 of the Canal Transfer Act so far as they relate to the Company shall remain applicable to and binding upon the Company and shall be read and construed as if they had been enacted with reference to a transfer instead of a lease of the canal undertaking to the Company. Saving certain provisions of Canal Transfer Act.

**68.** Nothing in this Act contained relating to the transfer of the canal undertaking of the Lancaster Canal Company to the Company shall take away lessen prejudice or affect any rights powers and privileges of the Lancashire and Yorkshire Railway Company as joint owners with the Company of the North Union Railway in connexion with or relating to the tramway of the canal company and the lands buildings and property at the "Summit" and alongside the said tramway and in certain tolls on the south level of the said canal or otherwise. Saving rights of Lancashire and Yorkshire Company as joint owners of North Union Railway.

**69.** As from the vesting period the Company may and shall exercise and fulfil in their own name and under their own seal and in the names and under the hands of their directors officers and servants all the rights powers liabilities and obligations of the Lancaster Canal Company whether with reference to the acquisition Exercise by Company of powers of Lancaster Canal Company.



[Ch. lxxxviii.] *London and North-western Railway* [48 & 49 VICT.]  
Act, 1885.

A.D. 1885. of lands the construction and maintenance of works the borrowing of money the levying of tolls rates and charges or otherwise in like manner as those rights powers liabilities and obligations are authorised and required to be exercised and fulfilled by the Lancaster Canal Company.

Company may create debenture stock in respect of Lancaster Canal Company's mortgages.

70. As and from the vesting period the Company may subject to the provisions of Part III. of the Companies Clauses Act 1863 and to the provisions of this Act with respect to the issue of debenture stock by the Company raise any money which the Lancaster Canal Company are authorised to raise on mortgage or bond by the creation and issue of debenture stock in their own undertaking.

Company to pay unclaimed dividends.

71. The Company shall be liable to pay and shall pay and satisfy if and when required so to do to any shareholder of the Lancaster Canal Company or to the legal representative of such shareholder such sum as such shareholder or his representative may be entitled to by way of unclaimed dividend on the share or shares in the Lancaster Canal Company held by him.

Issue of debenture stock to Lancaster Canal shareholders.

72. On and after the vesting period every holder of shares in the Lancaster Canal Company shall in lieu of and in exchange for the shares in that company held by him become and be the holder of the following stock of the Company to the extent and in the proportion after mentioned (that is to say):

For every such share in the Lancaster Canal Company forty-three pounds fifteen shillings of London and North-western four per Cent. Debenture Stock.

Debenture stock certificates to be issued.

73. On and after the vesting period every owner of a share in the Lancaster Canal Company shall upon proof of ownership to the reasonable satisfaction of the Company be entitled to receive and shall receive from the Company free of charge a certificate of the debenture stock of the Company to which such proprietor is entitled under the provisions of this Act.

Substituted stocks to be held on same trusts as the stock for which it is substituted

74. All debenture stock issued to holders of shares in the Lancaster Canal Company under the powers of this Act shall be held subject to the same trusts and obligations as those upon or to which the shares in the Lancaster Canal Company's capital in respect of which such stock is substituted were immediately before the passing of this Act held or subject and so as to give effect to and not revoke any deed will or other instrument disposing of or affecting any such shares in the Lancaster Canal Company's capital and every such deed will or other instrument affecting such shares shall be held to apply to the debenture stock or a proportionate part of the stock so substituted therefor.



**75.** Notwithstanding anything in this Act contained no holder of shares in the Lancaster Canal Company shall become entitled under this Act to any fractional part of a pound of debenture stock in the capital of the Company but in every case in which any such holder would but for this enactment have become entitled to a fractional part of a pound of any such stock the Company may at their option pay to such holder such a sum in cash as shall be equal to the market value of such fractional part or receive from such holder such an amount in cash as will make up the amount of stock to be issued to him of an integral number of pounds. And the Company shall not be bound at any time or under any circumstances to register in their books any person or corporation as the holder or holders of a fractional part of a pound of such stock.

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As to fractional parts of a pound of stock.

**76.** The Company from time to time in addition to any other debenture stock which they are by this or any other Act authorised to create and issue may create and issue four per cent. debenture stock to such an amount as may be necessary to carry into effect the provisions of this Act relating to the transfer or vesting of the canal undertaking.

Company may issue debenture stock for purposes of transfer.

**77.** The several agreements set forth in the Fourth Fifth and Sixth Schedules to this Act are hereby respectively confirmed and made binding on the parties thereto (that is to say):

Agreements set forth in schedules confirmed.

(1.) An agreement dated the twenty-second day of January one thousand eight hundred and eighty-four and made between the Company of the one part and the Lancashire and Yorkshire Company of the other part:

(2.) An agreement dated the twenty-ninth day of January one thousand eight hundred and eighty-four and made between the Lancashire and Yorkshire Company of the one part and the Company of the other part:

(3.) An agreement dated the thirtieth day of June one thousand eight hundred and eighty-four and made between the Brecon and Merthyr Tydfil Junction Railway Company of the one part and the Company of the other part.

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

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

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

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

Dividends on new shares or stock of Company.

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

New shares or stock raised by the Company under this Act and any other

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

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

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

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

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

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

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



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

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Act of present session may be of same class.

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

Receipt to Company in case of persons not sui juris.

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

Power to Company to borrow.

Upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant

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Company  
until one  
fifth part  
paid.

Power to  
Sheffield  
Company to  
borrow.

person or corporation accepting the same unless and until a sum not being less than one fifth part of the amount of such share is paid in respect thereof.

**97.** The Sheffield Company may in respect of the additional capital of twenty-five thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage any sum not exceeding in the whole eight thousand three hundred 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 of such capital is paid up and the Sheffield 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 so much of such capital as is to be raised by shares 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 such additional capital as is to be raised by means of stock is fully paid up and that 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 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 and upon production to such justice of the books of the said 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.

Existing  
mortgages  
of Sheffield  
Company  
to have  
priority.

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

Repealing  
provisions  
of former  
Acts of

**99.** Every provision in any Act passed before the present session of Parliament whereby the Sheffield 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 that company of arrears of interest or principal or principal 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.

A.D. 1885.  
Sheffield  
Company  
with respect  
to appoint-  
ment of a  
receiver.

**100.** The mortgagees of the Sheffield Company may enforce payment of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. 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.

Appoint-  
ment of a  
receiver by  
mortgagees  
of Sheffield  
Company.

**101.** The Sheffield 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 that company shall rank *pari passu* with the interest of all mortgages at any time after the passing of this Act granted by the same company and shall have priority over all principal moneys secured by such mortgages.

Power to  
Sheffield  
Company  
to create  
debenture  
stock.

**102.** All moneys raised by the Sheffield Company under this Act whether by shares or stock debenture stock or borrowing shall be applied only to the purposes of the contribution by the Sheffield Company to the additional capital of the South Junction Company.

Application  
of moneys  
by Sheffield  
Company.

**103.** The Company the Lancashire and Yorkshire Company the Great Western Company and the Sheffield Company respectively may apply to the purposes of this Act which they are respectively empowered to carry into execution and to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Acts relating to such companies respectively and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Power to  
company  
and other  
companies  
to apply  
corporate  
funds to  
purposes of  
Act.

**104.** No interest or dividend shall be paid out of any capital which the Company the South Junction Company and the Sheffield Company respectively are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him. But nothing in this Act shall prevent those companies from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually

Interest not  
to be paid  
on calls paid  
up.

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A.D. 1885. — made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

**105.** Neither of the said last-mentioned companies respectively shall out of any moneys by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the respective companies to construct any other railway or to execute any other work or undertaking.

Provision as  
to general  
Railway  
Acts.

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

Costs of Act.

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



**SCHEDULES** referred to in the foregoing Act.

A.D. 1885.

**FIRST SCHEDULE.**

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

Number on Deposited Plans.	Description of Property.
<b>MARSDEN AND GOLCAR WIDENING PARISH OF HUDDERSFIELD:</b>	
3 - - - -	Magnesia works warehouse dockyards and sidings.
<b>QUEENSVILLE PARISH OF CASTLECHURCH:</b>	
2 - - - -	Shrubbery path garden summer house and culvert.
3 - - - -	Field pond and rough ground.
4 - - - -	Field and ditch.

**SECOND SCHEDULE.**

In the COUNTY of MIDDLESEX.

Certain lands in the parish of St. Margaret Westminster in the county of Middlesex containing fourteen and a half perches and being the properties numbered 11 and 12 in Bridge Street and 34 35 and 36 in Parliament Street. Lands at Westminster.

In the COUNTY of LEICESTER.

Certain lands in the township of Glen Parva in the parish of Aylestone in the county of Leicester containing two acres one rood eight perches and lying on the south side of and adjoining the Company's South Leicestershire Railway and south-west of and near to the Glen Parva Station. Lands at Wigston.

In the COUNTY of WARWICK.

Certain lands in the parish of Leamington Priors in the county of Warwick containing seventeen perches and lying on the south side of and adjoining the Lands at Leamington.

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A.D. 1885. Company's Rugby and Leamington Railway three hundred yards or thereabouts west of the Avenue Station.

In the COUNTY of DERBY.

Lands at  
Longcliffe.

Certain lands in the township of Brassington in the parish of Bradbourne in the county of Derby containing one rood three perches and lying on both sides of and adjoining the Company's Cromford and High Peak Railway and north of the road which passes under the said railway at the Longcliffe Station or wharf.

Lands at  
Minninglow.

Certain lands in the township of Ballidon in the parish of Bradbourne in the county of Derby containing one rood thirty perches and lying on the south side of and adjoining the Company's Cromford and High Peak Railway and east of the road leading from Pike Hall to Parwich.

In the COUNTY of STAFFORD.

Lands at  
Soho.

Certain lands in the parish of Harborne in the county of Stafford containing thirty-five perches and lying on the north side of and adjoining the Company's Stour Valley Railway and at or near the junction of French Walls Row and Old Church Road.

In the COUNTY of CHESTER.

Lands at  
Crewe.

Certain lands in the township of Monks Coppenhall in the parish of Coppenhall in the county of Chester containing fifty acres three roods thirty-three perches and lying on the northern side of and adjoining the Company's Crewe and Chester Railway and their steel works at Crewe and between the said railway and steel works and West Street and Goddard Street and also lying on the east side of and adjoining Goddard Street.

Certain other lands in the same township and parish containing one acre fifteen perches and lying on the south side of and adjoining Wistaston Road near its western end and north-east of the bridge over the Coppenhall Brook known as the Valley Bridge.

Certain other lands in the same township and parish containing two acres one rood thirty-one perches and lying between and adjoining the Company's Crewe and Chester Railway and Wistaston Road and east of Flag Lane.

Certain other lands in the same township and parish containing one acre twenty-five perches and lying between the Company's Grand Junction Railway and White Gates and Cobden Street.

In the COUNTY of FLINT.

Lands at  
Saltney.

Certain lands in the township of Saltney in the parish of Hawarden in the county of Flint containing three roods and lying on the north side of and adjoining the Company's Chester and Holyhead Railway and on the west side of and adjoining Queen's Ferry Road.



THIRD SCHEDULE.

A.D. 1885.

SUPERFLUOUS LANDS of the COMPANY.

RAILWAYS.

Carnarvonshire Railways.  
Eccles Tyldesley and Wigan Railway.  
Northampton and Market Harborough Railway.  
Crewe and Shrewsbury Railway.  
Aston Runcorn and Ditton Railway.  
Liverpool and Manchester Railway.

FOURTH SCHEDULE.

AN AGREEMENT made and entered into the twenty-second day of January one thousand eight hundred and eighty-four between the London and North-western Railway Company (herein-after referred to as "the North-western Company") of the one part and the Lancashire and Yorkshire Railway Company (herein-after referred to as "the Lancashire and Yorkshire Company") of the other part.

WHEREAS by the London and North-western Railway (New Lines and Additional Powers) Act 1876 it was amongst other things enacted that the North-western Company might pass over and use for the purpose of enabling them to convey the traffic therein mentioned between their system of railways viâ Stockport and Manchester by means of their Ashton Branch Junction Railway thereby authorised the portions of the Lancashire and Yorkshire Railway therein mentioned together with the stations watering-places booking-offices works and conveniences connected therewith except as by the said Act was excepted and reciprocal powers were by the same Act granted to the Lancashire and Yorkshire Company to pass over and use for the purpose of enabling them to convey traffic between their system of railways viâ Manchester and Stockport the said Ashton Branch Junction Railway and a portion of the London and North-western Railway together with the stations of the North-western Company at Stockport and the lines of railway therein and immediately connected therewith and such powers were made applicable by the London and North-western Railway (New Lines) Act 1877 to the Ashton Branch Junction Deviation Railway authorised by that Act and it was by the said Act of 1876 provided that the tolls rates and charges to be paid by one Company to the other in respect of the said running powers should be such as might be agreed upon between the two companies or as failing agreement should be determined by arbitration in the manner prescribed by the Railway Companies Arbitration Act 1859 And whereas under the Acts of Parliament relating to the two

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companies powers were given to enter into agreements with respect to the passage of trains and the apportionment of tolls on their respective undertakings and especially under the Lancashire and Yorkshire Railway Act 1849 to enter into such agreements as they should deem advisable concerning any portions of their respective undertakings which for the time being communicated or were connected with each other and as to the receipt and apportionment of the tolls and charges arising or derived therefrom and generally as to the conveyance and interchange of traffic upon their respective railways or any part thereof And whereas in addition to the running powers already existing the North-western Company have agreed to grant to the Lancashire and Yorkshire Company running powers over the London and North-western Railway between Thornhill Junction and Leeds viâ Dewsbury and the two companies have likewise agreed to exchange the facilities herein-after mentioned And whereas in order to enable the two companies the more efficiently to promote the interchange of traffic between the portions of their respective railways herein-after mentioned they have agreed to accept from each other in lieu of the tolls rates and charges lawfully demandable by them for the use of their railways a mileage proportion of the gross receipts from the traffic in respect of which the running powers are exercised and generally have in exercise of the powers conferred upon them by the several Acts of Parliament herein-before recited and all other powers enabling them in that behalf agreed to enter into these presents upon the terms and conditions herein-after appearing Now these presents witness and it is hereby agreed between the parties hereto on behalf of themselves their successors and assigns as follows

1. In lieu of the tolls rates and charges lawfully demandable by one company from the other for the use of the portions of railway herein-after specified each company shall pay to the other in respect of the running powers already granted or hereby conferred a mileage proportion attributable to the portion of railway run over of their gross receipts from traffic in respect of which the running powers are exercised after deducting from such gross receipts first the usual Clearing House terminals arising thereon and also paid-ons paid-outs proportions due or paid to other companies Government duty and secondly from the net sum thereby ascertained 40 per cent. for working expenses to the carrying company The mileage due to each company shall be ascertained according to the Clearing House regulations and the payments made in accordance therewith The portions of railway herein-before referred to are as follows:

So much of the Ashton Branch Railway of the Lancashire and Yorkshire Company as lies between the junction of the Ashton Branch Junction Deviation Railway of the North-western Company at Droylsden and the junction of the said Ashton Branch Railway with the main line of the Lancashire and Yorkshire Railway together with such part of the said main line as lies between the last-mentioned junction and the North-western Company's portion of the Victoria Station Manchester together with stations watering places booking offices works and conveniences now or hereafter connected therewith (except the use for terminal purposes of the Lancashire and Yorkshire Company's portion of the said Victoria Station and the watering places booking offices works and conveniences



connected therewith) for the purpose of traffic of every description passing between or beyond the Stockport and Guide Bridge Railway of the North-western Company and Manchester and places beyond Manchester.

So much of the Ashton Branch Junction Deviation Railway and of the Ashton Branch Junction Railway and so much of the railways of the North-western Company as extends from the junction of the first-named railway with the Ashton Branch Railway to the stations of that company at Stockport including those stations as well goods mineral and passenger and the lines of railway therein and immediately connected therewith for the purposes of traffic of every description passing between the junction of the Ashton Branch Deviation Railway of the North-western Company with the Ashton Branch Railway of the Lancashire and Yorkshire Company and Stockport.

So much of the London and North-western Railway for the carriage of goods minerals coal and coke and live stock only as lies between the junction of that railway and the main line of the Lancashire and Yorkshire Railway at Thornhill Junction Dewsbury and the joint goods stations of the two companies in Leeds and so far as the North-western Company can lawfully grant the same so much of the railways of the North-western Company as are or may be necessary to give access to the station land or property at Leeds belonging to the Lancashire and Yorkshire Company jointly or separately or which that company now is or hereafter may be entitled to use there jointly or separately.

2. Subject as herein-after mentioned each of the two companies shall in respect of all traffic which they are entitled to carry over the portions of railway belonging to the other herein-before specified have power to fix from time to time the through rates and fares at which they will carry any such traffic passing over the same in connexion with their own railway Provided always that in case either company shall object to any through rate or fare fixed or intended to be fixed by the other then the question in difference shall from time to time be referred to arbitration in manner herein-after mentioned and neither company shall be compelled to accept a mileage proportion of through rates lower than those which may for the time being be charged by either company between the same points by any other route.

3. For the purposes and on the terms of this agreement the Lancashire and Yorkshire Company may in addition to the running powers they already possess over the North-western lines exercise running powers over the North-western Company's Railway between Thornhill Junction and the joint goods stations at Leeds as herein-before defined.

4. In exercising the running powers hereby conferred it shall be lawful for either of the companies to take up and deliver traffic at any station or stations of the other such traffic being destined for or coming from the respective systems or districts of the two companies or places beyond and each of the companies shall be subject to the byelaws and regulations of the other for the time being in force and applicable to the portions of the railways over which the running powers hereby granted are exercised.

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5. With respect to all traffic each company may at all or any of the stations so to be used under the running powers contained in this agreement provide and employ at its own expense its own booking and parcels and invoicing clerks and such other staff as it may think requisite for and incidental to its own separate traffic and for the services of and in connexion therewith and proper and sufficient separate accommodation shall be provided for such clerks and staff.

6. The North-western Company will afford to the Lancashire and Yorkshire Company from time to time all such facilities and accommodation as may be necessary and usual for the convenient exchange of goods mineral coal and coke and live stock traffic with the North-eastern Railway Company at their Copley Hill Station at Leeds and also for the convenient working and exchange at Mirfield of coaching traffic between the Lancashire and Yorkshire system and the Leeds New Station and places beyond including through rates and charges through tickets and invoices through carriages and conveniently timed and arranged trains and at all times and in all respects shall treat conduct and accommodate all such traffic on equal terms with their own.

7. The Lancashire and Yorkshire Company will afford to the North-western Company from time to time facilities and accommodation including as aforesaid for the convenient working of all descriptions of traffic between the Lancashire and Yorkshire system and the North-western system and beyond by way of Doncaster through Newark and Market Harborough and will at all times and in all respects treat conduct and accommodate all such traffic on equal terms with their own.

8. Any contribution which may be payable by the North-western Company to the Lancashire and Yorkshire Company under any agreement in force from time to time between the two companies in respect of any traffic from the Lancashire and Yorkshire system to or beyond any station of the North-western Company by way of Doncaster Newark and Market Harborough shall be calculated upon and paid in respect only of the interest of the North-western Company in traffic carried by that company along any railway in which the North-western Company shall be solely or jointly interested.

9. Nothing in this agreement contained shall as between the two companies alter the provisions of the Act of 1849 except as herein expressly provided nor alter the rights powers and privileges of any other railway company not parties to this agreement.

10. Any dispute or question which from time to time may arise between the two companies parties hereto touching any of the payments to be made by one company to the other or touching any of the matters contained in or arising out of this agreement shall in case of difference be referred from time to time to arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 provided always that the right to use any station or to exercise any of the powers or privileges hereby granted shall not be suspended during such arbitration but the decision of the arbitrators or umpire shall in all cases be binding and conclusive on the companies parties hereto and the costs and expenses of the arbitration shall in each case be defrayed as they or he shall direct.



[48 & 49 VICT.] *London and North-western Railway* [Ch. lxxxviii.]  
Act, 1885.

11. This agreement shall take effect as and from the first day of January A.D. 1885. one thousand eight hundred and eighty-two and shall be perpetually binding on the two companies unless altered by agreement between them under their respective common seals.

12. The two companies jointly or either of them separately may in any session apply for Parliamentary sanction to this agreement. If such application be made separately then the other company shall concur in and support any such application.

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

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



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



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FIFTH SCHEDULE.

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AN AGREEMENT made the twenty-ninth day of January one thousand eight hundred and eighty-four between the Lancashire and Yorkshire Railway Company (herein-after called the Lancashire and Yorkshire Company) of the one part and the London and North-western Railway Company (herein-after called the London and North-western Company) of the other part.

WHEREAS by the 52nd section of the Lancashire and Yorkshire and East Lancashire Railways Amalgamation Act 1859 it was enacted that subject to the enactments herein-after contained the London and North-western Company might pass over and use with their engines carriages and servants the portions of railway and stations therein-after specified upon the payment for the use of the railways of such tolls as might be lawfully demanded by the Lancashire and Yorkshire Company and upon such payments for the use of the stations works and conveniences belonging thereto as might be agreed upon between the two companies or as in case of difference should be settled by an arbitrator to be appointed by the Board of Trade on the application of either party and by section 53 it was enacted that the portions of the Lancashire and Yorkshire Railway and the stations to which the power so granted to the London and North-western Company extended were the following inter alia namely so

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Act, 1885.

A.D. 1885. much of the Lancashire and Yorkshire Railway as extended from the junction thereof with the London and North-western Railway at or near Heaton Lodge by the Cleckheaton Branch to Bradford and also the goods and passenger stations at Bradford belonging to the Lancashire and Yorkshire Company and all the conveniences and works in or belonging to the said stations so much of the Lancashire and Yorkshire Railway as extended from the junction at Heaton Lodge aforesaid by the North Dean branch to the station of the Lancashire and Yorkshire Company at Halifax including the station belonging to the same company at Halifax and the works and conveniences in or belonging to the same station the property of the Lancashire and Yorkshire Company And whereas the London and North-western Company and the Lancashire and Yorkshire Company have agreed that the terms and conditions upon which the London and North-western Company are entitled to run over and use the aforesaid portions of the railway of the Lancashire and Yorkshire Company under the said recited Act of Parliament shall be altered and modified as hereinafter mentioned Now therefore these presents witness that for divers considerations them respectively hereunto moving it is hereby mutually agreed by and between the London and North-western Company for themselves and their assigns and the Lancashire and Yorkshire Company for themselves and their assigns as follows (that is to say)

1. That the London and North-western Company shall be entitled to run over and use with their engines and carriages of every description and with their clerks officers and servants and for the purposes of traffic of all kinds all or any parts of the said portions of railway of the Lancashire and Yorkshire Company and shall in addition to the stations named in the said 52nd and 53rd sections of the Lancashire and Yorkshire and East Lancashire Railways Amalgamation Act 1859 be entitled to the use of all stations upon the lines of the Lancashire and Yorkshire Company between Heaton Lodge and Bradford via the Cleckheaton branch and between Heaton Lodge and Halifax via North Dean respectively (which said lines of railway are mentioned and referred to in the said 52nd and 53rd sections of the above-named Act) together with the watering places booking offices warehouses landing places sidings works and conveniences connected with the said stations respectively and notwithstanding anything contained in section 56 of the said recited Act of 1859 the London and North-western Company shall as regards the running powers conferred by the said Act or by this agreement be at liberty to take up at any station upon the herein-before mentioned portion of the Lancashire and Yorkshire Railway passenger traffic with the consent of the Lancashire and Yorkshire Company and set down the same at any other station upon the said portion of railway upon such terms as shall be agreed upon or as failing agreement shall be settled by arbitration as herein-after provided but goods mineral coal and coke and live stock traffic shall not be carried between any such stations by the London and North-western Company.

2. That instead of the tolls and the payments which if this agreement had not been made would be payable by the London and North-western Company to the Lancashire and Yorkshire Company under and according to the 52nd section of the said recited Act of Parliament for the use of the before-mentioned portions of the Lancashire and Yorkshire Company's Railway the London and



[48 & 49 VICT.] *London and North-western Railway* [Ch. lxxxviii.]  
Act, 1885.

A.D. 1885.

North-western Company shall as from the first of July one thousand eight hundred and eighty-three pay to the Lancashire and Yorkshire Company for the use of the running powers and privileges aforesaid the mileage proportion attributable to the portion of railway run over of the gross receipts from the traffic in respect of which the running powers are exercised after deducting from such gross receipts (first) the usual clearing house terminals arising thereon and also paid-ons and paid-outs proportions paid or due to other companies and Government duty and (secondly) from the net sum thereby ascertained thirty-three and a third per centum for working expenses to the London and North-western Company And the said payments shall be paid monthly in accordance with the regulations of the Clearing House from time to time in force.

3. The London and North-western Company shall have the right when exercising the running powers as aforesaid to fix all rates to and from stations on their own line to and from stations on the lines of the Lancashire and Yorkshire Company to which the running powers aforesaid extend.

4. The Lancashire and Yorkshire Company shall afford the London and North-western Company all necessary facilities in respect to traffic to and from the portions of railway to which the running powers aforesaid extend such facilities to include through booking and through waggons and carriages.

5. The Lancashire and Yorkshire Company shall in respect of all traffic carried by the London and North-western Company to or from any stations on the said portions of railway except Bradford and Halifax receive the station to station terminals attributable to such station as fixed from time to time by the Railway Clearing House and also an allowance of sixpence per ton out of the carted terminal for clerkage and other services and accommodation connected therewith and the London and North-western Company shall have the right of employing their own cartage agents at all such stations Bradford and Halifax included.

6. The payments for the use of the Bradford and Halifax Stations shall be determined as mentioned in the said recited Act and in all other respects the said Act of Parliament shall remain in full force except as varied by this agreement.

7. The London and North-western Company in using or traversing in pursuance of these presents the said portions of railways respectively and in using the stations and conveniences thereof shall at all times observe the regulations and byelaws for the time being in force on the portions of railways so used so far as such byelaws shall be applicable to the London and North-western Company.

8. The London and North-western Company shall at the next or some subsequent session of Parliament make application to Parliament for an Act to confirm this agreement and shall at their own expense bonâ fide promote and prosecute such application and the Lancashire and Yorkshire Company shall and will bonâ fide support such application and do all in their power to ensure the success thereof.

9. If any difference shall arise between the London and North-western Company or their assigns and the Lancashire and Yorkshire Company or their

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*Act, 1885.*

A.D. 1885.

assigns touching the true intent and meaning or the construction of this agreement or touching anything to be done suffered or omitted in pursuance of this agreement or touching any of the incidences or consequences of this agreement or touching the carrying into effect of any of the articles of this agreement or touching any breach or non-fulfilment or alleged breach or non-fulfilment of this agreement or touching any liability damages losses costs or expenses or otherwise relating to the premises every such difference shall unless otherwise provided for be determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859.

In witness whereof the said Lancashire and Yorkshire Company and the London and North-western Company have hereunto affixed their respective common seals the day and year first before written.

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



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



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SIXTH SCHEDULE.

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MEMORANDUM OF AGREEMENT made the thirtieth day of June one thousand eight hundred and eighty-four between the Brecon and Merthyr Railway Company (herein-after called the Brecon Company) of the one part and the London and North-western Railway Company (herein-after called the North-western Company) of the other part.

WHEREAS by an agreement dated the thirteenth day of March one thousand eight hundred and sixty-seven and made between the two companies parties hereto and scheduled to and confirmed by the London and North-western Railway (New Lines) Act 1867 and the Brecon and Merthyr Railway Act 1867 it was agreed that the North-western Company should form a junction with the railway of the Brecon Company at or near Dowlais Top to the satisfaction of the Brecon Company's engineer such junction to be opened not later than any portion of the rest of the North-western Company's then intended railway described in the London and North-western Railway (New Lines) Bill 1867 as the Dowlais Extension Railway and that the Brecon Company should have running powers over the said Dowlais Extension Railway from Dowlais to the Rhymney Railway and into Nant-y-bwch Station on arbitration terms and that



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the North-western Company should be bound not to oppose the making by the Brecon Company of a junction line pointing south from the said Dowlais Extension Railway to the said Rhymney Railway and that the Brecon Company should abandon and withdraw their West Fork Railway and deviation and the Rhymney New Junction upon the North-western Company giving notice within two years that they intended to proceed with their Dowlais Extension Railway and that the Brecon Company should give to the North-western Company running powers over their Dowlais Junction the same being considered as one mile and also power to use their Dowlais Station and sidings on payment of such rent or terminal allowance as should be fixed by an arbitrator in the usual way and that the North-western Company should not construct any new line of railway to take away the one mile of toll for Dowlais traffic and should not construct any new station at Dowlais except in conjunction with the Brecon Company but that the then present station might be enlarged and that no land should be taken by the North-western Company at Dowlais which had been included in the Brecon Company's land plans and contracted to be purchased by that company except what was necessary for junctions into sidings but that easements were to be acquired only as regarded junctions and that clauses were to be inserted in the London and North-western Railway (New Lines) Bill then pending to give the mutual running powers referred to in the now reciting agreement And whereas the junction between the railways of the respective companies parties hereto has been formed and opened for traffic as provided by the said agreement And whereas by section seventy-two of the London and North-western Railway (New Lines) Act 1867 running powers over the said Dowlais Extension Railway were conferred upon the Brecon Company and by section 73 of the same Act provision was made for the terms upon which such powers should be exercised And whereas the junction line pointing south from the said Dowlais Extension Railway to the Rhymney Railway and mentioned in the said recited agreement has not been constructed by the Brecon Company And whereas the Brecon Company have abandoned the West Fork Railway and deviation in the said agreement referred to And whereas by section 69 of the London and North-western Railway (New Lines) Act 1867 running powers over the Dowlais Junction Railway and power to use the Dowlais Junction station and sidings were conferred upon the North-western Company and by section 70 of the same Act provision was made for the terms upon which such powers should be exercised And whereas it has been agreed between the said companies parties hereto that the tolls payable by the North-western Company for the use of the Dowlais Junction Railway should be commuted at the sum of nine thousand pounds such sum to be paid by the North-western Company to the Brecon Company on the execution hereof and to be in lieu of any other payment to which the Brecon Company would otherwise be hereafter entitled for the use by the North-western Company of the said Dowlais Junction Railway and it has been also agreed that the herein-before recited agreement of the thirteenth day of March one thousand eight hundred and sixty-seven should be cancelled and should as from the date hereof be considered void except so far as it provides that the North-western Company shall not oppose the making by the Brecon Company of a junction line pointing south from the said Dowlais Extension Railway to the said Rhymney Railway and that the said companies

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A.D. 1885. parties hereto should mutually release each other from all claims under the said agreement except as aforesaid in manner herein-after provided. Now these presents witness and it is hereby agreed between the parties hereto on behalf of themselves their successors and assigns as follows:—

1. The North-western Company having this day paid to the Brecon Company the sum of nine thousand pounds the receipt of which is hereby acknowledged such sum is accepted by that company by way of commuted toll in perpetuity for the running over and user by the North-western Company of the said Dowlais Junction Railway And in full satisfaction and discharge of all payments of every description which the North-western Company might otherwise be liable for or required to pay in respect of the use and enjoyment of the rights and powers over the said Dowlais Junction Railway granted to them by the said London and North-western Railway (New Lines) Act 1867.

2. The Brecon Company shall at their own expense at all times hereafter well and efficiently repair and maintain the said Dowlais Junction Railway so that the same may be at all times conveniently used by the North-western Railway in pursuance of the London and North-western Railway (New Lines) Act 1867 and of this agreement.

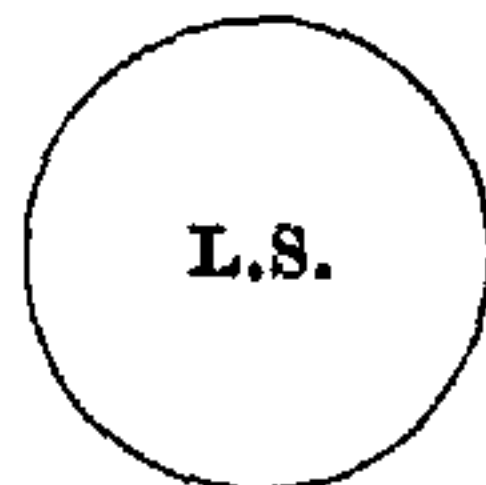
3. As from the date hereof the herein-before recited agreement of the thirteenth day of March shall be cancelled and considered void except so much thereof as provides as follows that is to say “North-western Company to be bound not to oppose the making by the Brecon Company of a junction line pointing south from the said Dowlais Extension Railway to the Rhymney Railway” and the said companies hereby mutually release each other from all obligations and restrictions imposed by and from all claims (if any) under the said agreement.

4. This agreement shall not prejudice or affect any of the rights of the companies parties hereto under the London and North-western Railway (New Lines) Act 1867.

5. The two companies jointly or either of them separately may in any session apply for Parliamentary sanction to this agreement and if such application be made by one company separately then the other company shall concur in and support such application.

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

The common seal of the Brecon and Merthyr Railway  
Company was hereunto affixed in the presence of  
W. THOMPSON Secretary.



The common seal of the London and North-western  
Railway Company was hereunto affixed in the presence  
of

S. REAY Secretary

