



### CHAPTER clxxvi.

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 Midland Railway Company and other Railway Companies in relation to such other undertakings for dissolving the North Union Railway Company and the Preston and Wyre Railway Harbour and Dock Company and for appointing a joint committee of the Company and the Lancashire and Yorkshire Railway Company and for other purposes.

A.D. 1888.

[7th August 1888.]

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

(New works of Company.)

And whereas it is expedient that the Company and the Great Western Railway Company (in this Act called the Great Western Company) as owners of the Birkenhead Railway and the Chester Joint Station should be empowered to execute the works and acquire the lands in this Act mentioned in connexion with that railway and station :

(Company and Great Western Company.)

And whereas it is expedient that power should be conferred upon the London Brighton and South Coast Railway Company (in this Act called the Brighton Company) to lease and upon the Company

(Brighton Company and Company and

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A.D. 1888. and the Midland Railway Company (in this Act called the Midland  
Midland Company.) Company) to take and hold the lands herein-after mentioned and  
upon the two last-mentioned companies to execute the works and  
acquire the lands and exercise the powers in this Act mentioned or  
referred to in that behalf :

(Extension of time :  
Llanelly Station  
Railway.) And whereas it is expedient that the powers of the Company for  
the construction of the Llanelly Station Railway authorised by the  
London and North-western Railway (New Lines and Additional  
Powers) Act 1876 as revived and extended by the London and  
North-western Railway (Additional Powers) Act 1882 and further  
extended by the London and North-western Railway Act 1884  
should be further extended as in this Act provided :

(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 :

(Agreements with justices  
and others as to bridge  
at Upperby.) And whereas it is expedient to empower the Company and the  
justices of the peace for the county of Cumberland and the highway  
authority for the township of Upperby or any of them to make  
agreements as provided by this Act :

(Agreement with Ravens-  
thorpe and Thornhill  
Local Boards.) And whereas it is expedient that the agreement between the  
Company and the local board for the district of Ravensthorpe in  
the west riding of the county of York and the local board for the  
district of Thornhill in the same riding set forth in the First  
Schedule to this Act should be confirmed :

(Repeal of sections  
95 and 96 of  
4 & 5 Will. 4.  
c. xxv.) And whereas by the Act (local and personal) fourth and fifth  
William the Fourth chapter twenty-five entitled " An Act for uniting  
" the Wigan Branch Railway Company and the Preston and Wigan  
" Railway Company for authorising an alteration to be made in the  
" line of the last-mentioned railway and for repealing altering and  
" amending the Acts relating to the said railways" (in this Act  
called the North Union Act of 1834) the North Union Railway  
Company thereby incorporated were empowered to make the railway  
therein more particularly described from the Liverpool and Man-  
chester Railway near Park Side Lane Bridge in the borough of  
Newton to the borough of Preston :



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And whereas sections ninety-five and ninety-six of that Act contained provisions empowering the owners and lessees of lands adjoining the said railway to make communications across and along the said railway and otherwise in reference thereto : A.D. 1888.

And whereas the said sections as regards certain portions of the said railway have from time to time been repealed and it is expedient that they should be repealed as regards the remaining portions thereof except as by this Act provided :

And whereas it is expedient that the Company should be authorised to run over and use the Manchester South Junction and Altrincham Railway and the stations sidings and conveniences connected therewith :

And whereas by the Act (local and personal) ninth and tenth Victoria chapter two hundred and thirty-one the undertaking of the North Union Railway Company (in this Act called the North Union Company) is vested in the Company and the Lancashire and Yorkshire Railway Company (in this Act called the Lancashire and Yorkshire Company) jointly subject to the payment to the North Union Company of a perpetual fixed annuity of sixty-six thousand and sixty-three pounds eighteen shillings of which sixty ninety-fourth parts are payable by the Company and the remaining thirty-four ninety-fourth parts by the Lancashire and Yorkshire Company :

(Running powers over Manchester South Junction and Altrincham Railway.)  
(Conversion of North Union Company's capital.)

And whereas the said annuity is paid by the Company and the Lancashire and Yorkshire Company (in this Act referred to as the two companies) in the proportions aforesaid to and is divided amongst the stockholders of the North Union Company :

And whereas the capital of the North Union Company consists of four hundred and seventy-seven thousand three hundred and twenty-six pounds fourteen shillings of A. stock bearing dividend at the rate of ten pounds per centum per annum and two hundred and sixty-one thousand eight hundred and seventy-four pounds sixteen shillings of B. stock bearing dividend at the rate of seven pounds per centum per annum :

And whereas by the Lancashire and Yorkshire and London and North-western Railways (Preston and Wyre Railway Harbour and Dock Vesting) Act 1849 the undertaking of the Preston and Wyre Railway Harbour and Dock Company (in this Act called the Preston and Wyre Company) is vested in the two companies subject to the payment of annual sums amounting to fifty-three thousand nine hundred and seventy-four pounds three shillings and fourpence whereof one third is payable by the Company and two thirds are payable by the Lancashire and Yorkshire Company :

(Conversion of Preston and Wyre Company's capital.)



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And whereas the said annual sums are paid by the two companies in the proportions aforesaid to and are divided amongst the holders of the shares of the Preston and Wyre Company :

And whereas the capital of the Preston and Wyre Company consists of the following shares (that is to say) :—

16,160 shares of 25*l.* each entitled to dividend at the rate of 1*l.* 19*s.* 3½*d.* per share per annum :

1,200 shares of 25*l.* each entitled to dividend at the rate of 3*l.* 4*s.* 3½*d.* per share per annum :

16,720 shares of 12*l.* 10*s.* each entitled to dividend at the rate of 19*s.* 7½*d.* per share per annum :

6,000 shares of 4*l.* 3*s.* 4*d.* each entitled to dividend at the rate of 6*s.* 6½*d.* per share per annum :

And whereas by the Lancashire and Yorkshire Railway Act 1881 the two companies are empowered to apportion and divide between themselves the mortgage debts charged upon and the powers of mortgage conferred with relation to the undertakings of the North Union and Preston and Wyre Companies in the proportions in which they are interested in the undertakings of those companies and to create and issue debenture stocks in their own undertakings respectively to the amounts so apportioned :

And whereas it is expedient that provision should be made for the issue to the holders of stocks and shares of the North Union Company and the Preston and Wyre Company respectively of debenture stocks of the two companies respectively in lieu of the payment of the said annuity and annual payments respectively upon the terms and in the manner herein-after expressed and that the North Union Company and the Preston and Wyre Company should be dissolved and their affairs wound up :

(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 Great Northern Railway Company in respect of the railways jointly owned by those companies and upon the Company and the Caledonian Railway Company as joint owners of the Carlisle Citadel Station and upon the Company and the Lancashire and Yorkshire Company as joint owners of the North Union Railway the Preston and Wyre Railway and branches and the Preston and Longridge Railway and upon the Company and the Great Western Company as joint owners of the West London 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 undertakings railways and station respectively :

(Salford Station Approach Arbitration.)

And whereas by section 43 of the London and North-western Railway (New Railways &c.) Act 1878 provision was made for the



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construction of a new approach road to Salford Station and for the payment by the corporation of Salford of a portion of the expenses thereof as in the same section mentioned: A.D. 1888.

And whereas disputes have arisen between the Company and the said corporation under the said section as to the construction thereof and as to the rights and obligations of the Company and the said corporation respectively in respect of the said new road and it is expedient that provision should be made for the settlement by arbitration of any such disputes:

And whereas it is expedient that the Company and the Great Western Company and the Midland Company respectively should be empowered to apply their funds as by this Act authorised: (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 1888. 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) and Part II. (relating to extension of time) of the Railways Clauses Act 1863.

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

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



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A.D. 1888. — exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them :

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

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

Power to  
Company to  
make rail-  
ways &c.

4. Subject to the provisions of this Act the Company may make and maintain in the lines shown on the deposited plans and according to the levels shown on the deposited sections the new railways and the deviations of the existing railways and the widenings 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 portions 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 railways deviations and widenings as may be required for the purposes thereof :

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

(Stalybridge  
Junction  
Railway.)

A railway (to be called the Stalybridge Junction Railway) one mile four furlongs two chains and fifty links in length commencing in the township and parish of Ashton-under-Lyne in the county of Lancaster by a junction with the Company's Denton and Dukinfield Railway and terminating in the same township and parish by a junction with the Manchester Sheffield and Lincolnshire Railway :

(Standedge  
New Tun-  
nel.)

A railway (to be called the Standedge New Tunnel) three miles two furlongs and two chains in length commencing in the township of Saddleworth in the parish of Rochdale in the west



riding of the county of York by a junction with the Company's Huddersfield and Manchester Railway and terminating in the township of Marsden-in-Huddersfield in the parish of Huddersfield in the said west riding by a junction with the same railway :

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The following deviations and alterations in the parishes of Birmingham and Aston-juxta-Birmingham in the county of Warwick :

- (1.) The deviation and alteration two furlongs five chains and forty links in length of the Company's London and Birmingham Railway between the bridge carrying that railway over Banbury Street Birmingham and the east side of the bridge carrying the said railway over Lawley Street Birmingham : (Curzon Street deviations Birmingham.)
- (2.) The deviation and alteration three furlongs two chains and fifty links in length of the Company's Grand Junction Railway between the junction of that railway with the said London and Birmingham Railway and a point twenty-five yards or thereabouts south-west of the bridge carrying the said Grand Junction Railway over Northumberland Street Birmingham :
- (3.) The deviation and alteration one mile six furlongs three chains and forty links in length in the townships of Lambrigg Grayrigg and Dillicar in the parish of Kendal and in the township of Firbank in the parish of Kirkby Lonsdale all in the county of Westmorland of so much of the Company's Lancaster and Carlisle Railway as extends from a point three hundred and thirty yards or thereabouts east of the booking office at the Grayrigg Station to a point three hundred and ten yards or thereabouts north of the Low Gill Junction : (Deviation at Low Gill.)
- (4.) The deviation and alteration six furlongs and four chains in length in the township of Petterill Crooks in the parish of Hesket-in-the-Forest and in the township of Wreay in the parish of Saint Mary Carlisle all in the county of Cumberland of so much of the Company's Lancaster and Carlisle Railway as extends from a point one thousand and twenty yards or thereabouts south to a point three hundred and ninety yards or thereabouts north of the booking office at Wreay Station : (Deviation at Wreay.)
- (5.) The widening in the townships of Wavertree Allerton and Garston in the parish of Childwall and in the township or extra-parochial place of Toxteth Park all in the county of Lancaster of so much of the Company's Edge

(Edge Hill and Speke widening.)

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Hill and Garston Railway as extends from a point one hundred yards or thereabouts north of the viaduct at the Wavertree Station to a point two hundred yards or thereabouts east of the junction of the Company's Allerton and Garston Loop with the said Edge Hill and Garston Railway :

(North Union Railway widening Euxton to Standish.)

(6.) The widening in the township of Euxton in the parish of Leyland and in the townships of Charnock-Richard Coppull Worthington and Standish-with-Langtree in the parish of Standish all in the county of Lancaster of so much of the North Union Railway as extends from Euxton Junction to a point one hundred yards or thereabouts south of the booking office at Standish Station.

Tolls &c. for new railways &c.

5. With respect to tolls rates and charges and for all other purposes whatever the Stalybridge Junction Railway and the works connected therewith shall be part of the Company's railway the Standedge New Tunnel and the works connected therewith shall be part of the Company's Huddersfield and Manchester Railway and the deviations and widenings of existing railways and the works connected therewith shall respectively be parts of the railways authorised to be deviated and widened and the Company may demand tolls rates and charges not exceeding the following (that is to say) :

In respect of the Stalybridge Junction Railway the Standedge New Tunnel the deviations of the London and Birmingham and Grand Junction Railways and the widening of the Edge Hill and Garston Railway 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 " ;

In respect of the deviations of the Lancaster and Carlisle Railway the tolls rates and charges authorised by the Act (local and personal) seventh Victoria chapter thirty-seven entitled " An  
" Act for making a Railway from the Lancaster and Preston  
" Junction Railway at Lancaster to or near the city of Carlisle " and the Act (local and personal) eighth and ninth Victoria chapter eighty-three entitled " An Act to enable the Lancaster  
" and Carlisle Railway Company to alter the line of such rail-  
" way and to make a branch therefrom and for other purposes  
" in reference thereto " ;

In respect of the widening of the North Union Railway the tolls rates and charges authorised by the Act (local and personal)



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ninth and tenth Victoria chapter two hundred and thirty-one A.D. 1888.  
entitled "An Act for vesting in the Grand Junction Railway  
" Company and the Manchester and Leeds Railway Company  
" the North Union Railway and all the works property and  
" effects appertaining thereto";

And in respect of all the said railways deviations and widenings  
the tolls rates and charges authorised by the London and  
North-western Railway (Additional Powers) Act 1872 the  
London and North-western Railway (New Lines and Additional  
Powers) Act 1876 and the London and North-western Railway  
(Joint and Various Powers) Act 1877.

6. Notwithstanding anything in this Act contained the Company shall not acquire for the purposes of the Standedge New Tunnel by this Act authorised any greater quantity in the aggregate than six acres of the common or commonable lands known respectively as March Haigh or Clough's Moss in the township of Marsden-in-Huddersfield and parish of Huddersfield and Pule Holes Pule Bents and Firth Pules all in the township of Marsden-in-Almondbury in the parish of Almondbury.

Limiting quantity of land to be taken for Standedge New Tunnel.

7. In altering for the purposes of the deviation secondly herein-before described of the Company's Lancaster and Carlisle Railway the road numbered on the deposited plans 8 in the parish of Saint Mary Carlisle the Company may make the same of any inclination not steeper than one in nine.

Inclination of a certain road.

8. The Company may make the arches of the bridges for carrying the railways 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):

Height and span of bridges.

Number on deposited Plan.	Parish.	Description of Road.	Height.	Span.
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STALYBRIDGE JUNCTION RAILWAY.

39 | Ashton-under-Lyne - | Public road - | - | 24 feet.

DEVIATION AT WREAY.

8 | Saint Mary Carlisle - | Public road - | 12 feet - | 19 feet.

9. The Company may make the roadways over the bridges by which the following roads will be carried over the railways of such width between the fences thereof as the Company think fit not being

Widths of certain roadways.



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A.D. 1888. less than the respective widths herein-after mentioned in connexion therewith respectively (that is to say):

Number on deposited Plan.	Parish.	Description of Roadway.	Width of Roadway.
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DEVIATION AT LOWGILL.

6	Kendal - -	} Public road -	- 20 feet.
2	Kirkby Lonsdale -		
8	Kirkby Lonsdale -	Public road -	- 20 feet.
17	Kendal - -	Public road -	- 20 feet.

NORTH UNION RAILWAY WIDENING.

55	Standish - -	Public road -	- 21 feet.
62	Standish - -	Public road -	- 21 feet.
167	Standish - -	Public road -	- 21 feet.

Power to divert roads as shown on deposited plans.

**10.** The Company may divert alter and stop up in the manner shown on the deposited plans and sections relating to the new railways and deviations and widenings by this Act authorised any roads delineated on the said plans and described in the deposited books of reference and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road and when and so soon as each of the said roads is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the road stopped up as far as the same is bounded on both sides by lands of the Company.

Power to take easements &c. by agreement.

**11.** 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 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.



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**12.** If the Stalybridge Junction Railway the Standedge New Tunnel and the deviations of the Lancaster and Carlisle Railway by this Act authorised 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 shall then be completed.

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Period for  
completion  
of railways.

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

Penalty im-  
posed unless  
railways  
opened  
within the  
time limited.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster General for and on behalf of the Supreme Court 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 uncompleted railway or railways work or works 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.

**14.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or railways work or works in respect of which the penalty has been incurred or any portion thereof or

Application  
of penalty for  
non-comple-  
tion of rail-  
ways.



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A.D. 1888: who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of such railway or railways work or works and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court of Justice may seem fit :

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

For the protection of the trustees of the Earl of Stamford and Warrington and the Corporation of Ashton-under-Lyne.

**15.** With reference to the Stalybridge Junction Railway by this Act authorised (in this section called the new railway) the following provisions for the protection of the trustees under the will of the late George Harry Earl of Stamford and Warrington (herein-after called the trustees) and for the protection of the corporation of Ashton-under-Lyne (herein-after called the corporation) shall have full force and effect :

(1.) The Company shall carry the Stalybridge Junction Railway (in this section referred to as the new railway) over the River Tame (at or about the distance marked on the deposited plans as six furlongs from the commencement of the new railway) by a bridge which shall have a single arch or span and shall be so constructed as not in any way to interfere with the existing waterway of the said river :

(2.) The bridge for carrying the new railway over Alma Bridge or King Street shall be a girder bridge and shall have a clear span throughout of the full width of the existing street and footways thereof and a clear headway throughout of not less than seventeen feet above the existing surface of the road And the Company shall place and maintain screens of not less than seven feet in height above the level of the rails for a distance of fifty feet on both sides of the bridge :



(3.) The bridge for carrying the new railway over Whitelands Road shall be a girder bridge and shall have a clear span throughout of not less than the full width of the said road and footways thereof and a clear headway throughout of not less than seventeen feet six inches above the existing surface of the road And the Company shall place and maintain a screen of not less than seven feet in height for a distance of one hundred and fifty feet on the south side of the railway and on the northerly side of Whitelands Road: A.D. 1888.

(4.) The Company shall carry the new railway over the site of an intended street on the eastern side of the River Tame by an arch which shall have a clear span throughout of not less than thirty-six feet between the abutments and a clear height of not less than eighteen feet in the centre and fourteen feet at the sides above the surface level of the said intended street such surface level not being higher than twenty-five feet below the level of the rails at the point of crossing as shown on the deposited section ;

The central line of the intended street shall unless otherwise agreed between the Company and the trustees be eighteen feet from the easterly pier of the arch over the River Tame :

(5.) The Company shall also carry the new railway over the site of an intended street on the south-westerly side of the Huddersfield Canal at the point where the said railway will cross the said canal about seven furlongs from the commencement of the said railway by a bridge which shall have a clear span throughout of not less than thirty-six feet between the abutments and a clear height throughout of not less than seventeen feet and six inches above the present surface level of the ground ;

The central line of the intended street shall unless otherwise agreed between the Company and the trustees be eighteen feet from the existing boundary of the Huddersfield Canal :

(6.) The Company shall construct a road twenty yards in length along the northern side of the new railway and between that railway and the railway of the Manchester Sheffield and Lincolnshire Railway Company commencing at or about a point shown on the deposited plans as one mile four chains from the commencement of the new railway such road to be not less than twenty feet in width at that point and gradually widening to a width of not less than thirty feet at its western termination ;

The site of the said road shall remain the property of the trustees and the said road when formed shall be maintained by them :



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(7.) At or about the distance shown on the said plans as one mile and four chains from the commencement of the new railway the Company shall construct over the said railway a footbridge and shall upon land which shall be provided by or at the expense of the trustees form and fence to the reasonable satisfaction of the trustees and the corporation an approach thereto from Plantation Street which approach shall as far as reasonably practicable without altering the levels of the new railway be so constructed that the bridge may be reached on both sides by an incline without steps ;

The said bridge and approach shall have a clear width between the parapets and fences thereof of not less than six feet ;

After completion the approach shall be maintained and repaired by the corporation and the bridge and the fences of the approach shall be maintained and repaired by the Company :

(8.) The Company shall construct over the new railway at or about one mile and two furlongs from the commencement thereof as shown on the deposited plans a bridge in continuation of the existing bridge shown on the deposited plans as crossing the Manchester Sheffield and Lincolnshire Railway to the southward of Granville Street and numbered on the said plans 23 in the parish of Ashton-under-Lyne and the corporation shall form upon land which shall be provided by the trustees a new street by way of approach to the said bridge from Plantation Street ;

(a.) The last-mentioned new bridge and street shall be of the clear width of not less than thirty feet between the parapets and fences thereof and the Company shall place and maintain a screen of not less than seven feet in height above the level of the rails on the south side of the said railway for the whole distance of the said street except where the said railway shall be in cutting ;

(b.) The Company shall also form and fence to the reasonable satisfaction of the trustees and the corporation a footway by way of approach to the said last-mentioned new bridge from Whitelands Road in a north-westerly direction and such footway shall be of a clear width throughout of not less than six feet between the fences After the completion thereof the said footway shall be maintained and kept in repair by the corporation ;

(c.) Such footway shall be constructed upon land which shall be provided by or at the expense of the trustees provided



that if the Manchester Sheffield and Lincolnshire Railway Company assent thereto it shall be constructed half upon land to be provided by the trustees as aforesaid and half upon adjoining land belonging or reputed to belong to the Manchester Sheffield and Lincolnshire Railway Company and the Company jointly in which case the trustees shall release the Manchester Sheffield and Lincolnshire Railway Company and the Company from all or any obligation to contribute towards the cost of an intended new street on or near the site of the said footway ;

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- (d.) The Company shall maintain and keep in repair the fences of the said bridge to the reasonable satisfaction of the trustees and the corporation ;
- (e.) The Company and the trustees shall in equal moieties pay to the corporation the reasonable cost of forming sewerage levelling draining paving flagging and channeling the said new street from Plantation Street to the last-mentioned new bridge (exclusive of any payment for the land) and such new street shall afterwards be maintained and kept in repair by the corporation as a declared highway and the Company shall at their own cost form and lay out and thereafter maintain and keep in good repair the carriageway footways and drains on and over the said new bridge ;

On the completion of the said bridge new street and footway and the payments to the corporation herein provided for all rights of way over the road or highway numbered on the deposited plans 23 in the parish of Ashton-under-Lyne shall be extinguished :

- (9.) The central line of the footbridge herein-before provided for and of the new bridge to the southward of Granville Street shall be hereafter mutually agreed upon between the Company the trustees and the corporation or in default of agreement determined by arbitration as herein-after provided :
- (10.) All bridges constructed as herein-before provided shall be of a reasonably ornamental character and design and with parapets not less than seven feet in height above the level of the rails on such bridges and shall be made and maintained so as to prevent as far as reasonably practicable the dripping of water therefrom on any part of the street or footway and so as to deaden so far as is reasonably practicable the sound of engines carriages and traffic passing over them and the Company shall place and maintain in the cases of the two bridges to be constructed over the intended street under sub-sections 4 and 5



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of this section screens of not less than seven feet in height above the level of the rails such screens to extend for a distance of fifty feet on each side of the parapets of the bridges :

- (11.) In determining the purchase money or compensation to be paid by the Company to the trustees for the lands required for the new railway and works regard shall be had to the accommodation works provided for by this section :
- (12.) All the works to be constructed by the Company under the provisions of this section shall be made and completed to the reasonable satisfaction of the trustees and the corporation before the opening of the new railway :
- (13.) If any difference arise between the trustees and the corporation or either of them on the one hand and the Company on the other hand under this section the same shall be determined by arbitration in manner provided by the Railway Companies Arbitration Act 1859 and for the purposes of such arbitration the trustees and the corporation shall be deemed to be a railway company.

For the protection of the Ashton-under-Lyne Stalybridge and Dukinfield (District) Waterworks Joint Committee.

**16.** For the protection of the Ashton-under-Lyne Stalybridge and Dukinfield (District) Waterworks Joint Committee (in this section called the joint committee) and of the mains works and property vested in them by the Ashton-under-Lyne Stalybridge and Dukinfield (District) Waterworks Acts 1870 and 1875 the following provisions shall apply and have effect :

- (1.) Whenever by reason of the exercise of any powers conferred on the Company by this Act any of the water mains or pipes of the joint committee shall be severed or interfered with all such water mains and pipes as shall be necessary for maintaining the supply of water shall previous to the severance or interference be laid by the joint committee at the expense of the Company ;
- (2.) If by reason of the execution of any of the powers of this Act any increased length of water mains or pipes shall become necessary the same shall be laid down by the joint committee at the expense of the Company upon such plan and in such manner as shall be reasonably approved in writing by or on behalf of the joint committee ;
- (3.) Whenever by the appropriation or destruction of property under this Act within the district supplied by the joint committee any water mains or pipes laid for the supply of such property (except pipes inside such property) shall be rendered unnecessary the Company shall pay to the joint committee the cost of providing and laying an equivalent length of water mains or pipes and the cost of the works required for the discontinuance of any water mains or pipes so rendered



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unnecessary as such cost shall be estimated by the engineer for the time being of the joint committee and the water mains and pipes so rendered unnecessary shall be the property of the Company ;

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- (4.) If by reason of the execution of any of the powers of this Act the joint committee shall at any time necessarily incur any cost in altering any existing main or pipe the Company shall repay to the joint committee such cost and the same and any other sums of money by this section made payable to the joint committee by the Company may be recovered in default of payment in any court of competent jurisdiction ;
- (5.) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall subject to the provisions of this section apply to the water mains and pipes of the joint committee 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 joint committee.

17. The following provisions for the protection and benefit of the local board of health for the district of Dukinfield (in this section referred to as the local board) shall apply and have effect :

For the protection of the  
Dukinfield  
Local Board.

- (1.) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water mains or pipes or apparatus of the local board until they shall have given to the clerk to the local board three clear days notice in writing of their intention to commence the intended works accompanied by plans and sections showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas and water mains pipes and apparatus proposed to be interfered with :
- (2.) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall subject to the provisions of this Act extend and apply to the gas and water mains pipes and apparatus of the local board 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 local board and the word "street" in this section shall have the same meaning as that assigned to it by the Public Health Act 1875 :
- (3.) Wherever by the appropriation or destruction of property by this Act authorised any gas or water mains or pipes laid for the supply of such property (except pipes inside such property) shall be rendered unnecessary the Company shall pay to the



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local board the cost of laying an equivalent length of gas or water main or pipe and the cost of the works required for the discontinuance of the gas or water mains or pipes rendered unnecessary and the gas or water mains and pipes so rendered unnecessary shall become the property of the Company :

- (4.) The Company shall construct each bridge carrying the Stalybridge Junction Railway (in this section referred to as the railway) over any street within the district of the local board of one span and of the full width of the street at the point of crossing and each such bridge shall have a clear headway throughout the whole length and width of the bridge of not less than seventeen feet as regards the bridges over King Street and Crescent Road and of not less than sixteen feet as regards the bridges over Charles Street and Furnace Street such heights to be measured from the roadway of the several streets the levels of which shall not be altered by the Company :
- (5.) The Company shall construct and maintain on each side of every bridge carrying the railway over any street a close parapet or screen of not less than seven feet in height above the surface of the rails on such bridge and every such bridge shall be constructed and maintained so as to prevent as far as practicable the dripping of water on the street :
- (6.) Whenever it may be necessary to interrupt or interfere with any existing sewer or drain the Company shall before interrupting or interfering with such existing sewer or drain construct according to a plan to be reasonably approved of by the local board another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be interrupted or interfered with and such sewer or drain or substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be interrupted or interfered with and in such manner as shall be reasonably approved by the local board :
- (7.) If by reason of the execution of any of the powers of this Act the local board shall necessarily incur any cost in altering any existing sewer or drain the Company shall repay to the local board such additional cost :
- (8.) If by reason of the execution of any of the powers of this Act any increased length of sewers or drains or any additional apparatus shall become necessary the same shall be forthwith constructed and laid by the Company upon such plan and in such reasonable manner as shall be approved of by the local board :
- (9.) The Company shall before commencing any works within the district of the local board pay to the local board the sum of



three hundred pounds for or towards the costs which the local board may incur in diverting the sewer which by the board's sewage scheme should go down Cooper Street to and along Wharf Street:

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- (10.) The local board and the Company may enter into and carry into effect agreements for any variation in the works to be done under this section or in the mode of executing the same:
- (11.) The Company shall from time to time pay to the local board all rates leviable by or payable to the local board upon the respective assessments of lands or property shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and assessable to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down by the Company:
- (12.) Any difference which may arise between the local board and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be determined by arbitration in the manner prescribed in the Railway Companies Arbitration Act 1859 and for the purposes of any such arbitration the local board shall be deemed to be a railway company.

18. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Birmingham (in this section referred to as the corporation) shall with reference to the works authorised by this Act to be constructed in the borough of Birmingham have effect (that is to say):

For the protection of the corporation of Birmingham.

- (1.) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 inclusive shall subject to the provisions of this Act extend and apply to the water and gas mains pipes and apparatus of the corporation and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the corporation and the word "street" in this section shall have the same meaning as that assigned to it by the Public Health Act 1875:
- (2.) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or apparatus of the corporation until they shall have given to the town clerk three clear days notice in writing of their



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- intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas and water mains pipes and apparatus proposed to be interfered with :
- (3.) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall well and sufficiently and to the satisfaction of the corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration :
- (4.) 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 according to a plan to be reasonably approved of by the corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with and in such manner as shall be reasonably approved by the corporation :
- (5.) Whenever the water or gas mains pipes or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining the supply of water or gas to lay additional mains or pipes such additional mains or pipes shall previous to the severance or interference be laid by the corporation at the expense of the Company :
- (6.) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer drain gas or water main pipe or apparatus the Company shall repay to the corporation such additional cost :
- (7.) If by reason of the execution of any of the powers of this Act any increased length of sewers drains gas or water mains or pipes or any additional apparatus shall become necessary the same shall be forthwith constructed and laid by the Company according to such plan and section and in such reasonable manner as shall be approved by the corporation :
- (8.) The new abutments for the support of the widened railways over Montague Street and Lawley Street shall be constructed so as to preserve the present width of the roadways If and



whenever the Company shall reconstruct the old portion of the bridge carrying the Grand Junction Railway over Lawley Street and shall in the course of such reconstruction remove the present piers on footways such piers shall not be rebuilt and their sites shall be laid into the road : A.D. 1888.

(9.) The parapets or screens on all public road bridges made by the Company shall not be used for the posting of bills or other advertising purposes :

(10.) The corporation and the Company may enter into and carry into effect agreements for any variation in the works to be done under this section or in the mode of executing the same :

(11.) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this Act relating to works to be executed and powers to be exercised in the borough of Birmingham or as to the mode of giving effect thereto shall be determined in the manner prescribed in the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

**19.** For the protection of the company of proprietors of the Birmingham Canal Navigations the following provisions shall have effect : For the protection of the Birmingham Canal Company.

(1.) The Company shall before commencing the extension of the bridge or archway by means of which the railway and works of the Company are carried over the Digbeth branch of the Birmingham and Fazeley Canal and the works connected with such extension or any of them give to the Birmingham Canal Company at least seven days notice in writing of their intention so to do specifying therein the particular works and matters to be constructed done and performed in pursuance thereof and the order in which the same are intended to be constructed done and performed :

(2.) The extension of the said bridge or archway and the works connected therewith shall be constructed made and completed at the expense of the Company in a good substantial and workmanlike manner and to the reasonable satisfaction of the engineer for the time being of the Birmingham Canal Company and according to plans sections and specifications to be previously reasonably approved of by him Provided always that during the construction of the said works and at all future times during any repairing raising rebuilding or reconstruction thereof by the Company the engineer for the time being of the Birmingham Canal Company with requisite assistants and workmen shall have free access to the said works and full



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permission to inspect the workmanship and materials thereof respectively :

- (3.) The clear opening or span of the arch of the aforesaid extension over and across the canal works and property of the Birmingham Canal Company between the walls or abutments thereof shall be of such width on the square as shall be equal to and sufficient to clear and leave unobstructed at the point of crossing the whole navigable waterway of the canal and a space of not less than eight feet wide on the south-east side thereof for a towing-path and the spring of the arch or soffit of the girders for the whole length of crossing over the said canal works and property of the Birmingham Canal Company shall commence at a point not being less than seven feet six inches above the present surface level of the towing-path of the said canal and the under side of the middle of the arch shall not be less than ten feet above the top water level of the said canal :
- (4.) The Company shall at their own expense at all times for ever after the extension and alteration of the said bridge and works shall have been completed keep the same and all future works to be erected or made respectively in lieu thereof (and which shall be at the same respective places in the like respective directions and of the like dimensions and capacity, as are herein-before severally mentioned) together with all works belonging to or connected therewith respectively (which said extension and alteration and all works belonging to or connected therewith respectively are herein-after referred to as the extension and works) in good and complete repair to the reasonable satisfaction of the engineer for the time being of the Birmingham Canal Company and in case of any want of repair to the extension and works and whether such want of repair shall arise from the sinking of such extension and works or any part or parts thereof respectively or from any other cause whatsoever and upon notice in writing thereof being given by the Birmingham Canal Company or their clerk to the Company then the Company shall within the space of ten days after such notice commence the repairs or as the case may require the raising or rebuilding or reconstruction of the extension and works which shall be out of repair or such part or parts thereof as it shall for the time being be requisite to repair raise or rebuild or reconstruct and proceed therein with all reasonable expedition until such repairing raising or rebuilding or reconstruction shall be wholly completed And if the Company shall fail to commence the same within the said space of ten days or proceed therein with all reasonable expedition as aforesaid it



shall be lawful for the Birmingham Canal Company to make all such repairs to any such extension or works or any part or parts thereof and to raise or rebuild or reconstruct the same or such part or parts thereof respectively as shall be necessary in such manner as they may think proper and so far only as may be necessary for that purpose at such time and times as they shall think fit by themselves their engineer for the time being and his assistants with contractors workmen and others to enter come and remain upon the land railways and property of the Company and to bring and lay thereon such materials effects and things as may be required for the purpose and all the costs and expenses which the Birmingham Canal Company may reasonably sustain expend or be put to, in and about the repairing rebuilding or reconstructing the extension and works and otherwise in reference thereto shall be repaid by the Company to the Birmingham Canal Company upon demand and the Birmingham Canal Company may sue for and recover from the Company the amount of such costs and expenses as aforesaid together with full costs of suit in the Supreme Court of Judicature : A.D. 1888.

(5.) It shall not be lawful for the Company or any person in execution of this Act to alter the course of the said canal or the towing-paths thereof or of any space reserved or intended as a towing-path or paths thereof or to obstruct the course or supply of the water in or to the said canal or in any manner to impede the navigation thereof or the access thereto or to any wharf or wharves adjoining or near thereto or to injure any of the banks or other works of or belonging to the said canal And it shall not be lawful for the Company (except for the purpose of constructing the extension and works) to take or interfere with the said canal or any of the lands of the Birmingham Canal Company or to make any lateral deviation from the course or direction of the extension and works or either of them as delineated on the said plans so deposited as aforesaid by which deviation any of the lands wharves warehouses buildings locks side ponds towing-paths bridges reservoirs feeders or other works of any kind of the Birmingham Canal Company shall be taken used or damaged without the consent in writing of the Birmingham Canal Company under their common seal first had and obtained :

(6.) If by or by reason or in execution of any of the works by this Act authorised or by reason of the mode of construction or of the bad state of repair of such works or by any act or omission of the Company or any of their agents or servants it shall happen that the said canal or the towing-paths thereof or any



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of them or any of the works connected therewith shall be so injured or obstructed that boats or other vessels using the same with their usual and accustomed loads shall be obstructed impeded or delayed in their passage along the said canal or shall not be able to pass freely along the same then and in such case the Company shall pay to the Birmingham Canal Company all costs and expenses to which that company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of such obstruction or impediment such costs expenses and compensation to be recoverable by the Birmingham Canal Company with full costs in any court of competent jurisdiction :

- (7.) Provided always that nothing herein contained shall extend to prevent the Birmingham Canal Company or any other company or person using their canals from recovering against the Company any special further or other damages that may be sustained by the Birmingham Canal Company or any other such company or person on account of any act or default of the Company in respect of which any sum or sums in the nature of liquidated damages is or are hereby imposed or made payable beyond the amount thereof :
- (8.) Nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights privileges powers or authorities vested in the Birmingham Canal Company in and by all or any of the several Acts of Parliament now in force relating to the said canals except as is expressly enacted by this Act.

For the protection of the Manchester Sheffield and Lincolnshire Railway Company and others.

**20.** In constructing the railway and works of the Stalybridge Junction Railway by this Act authorised (herein-after referred to as the Stalybridge Railway) the following provisions for the protection of the Manchester Sheffield and Lincolnshire Railway Company (herein-after called the Sheffield Company) and of the committee appointed to manage and control the joint station of the Company and the Sheffield Company at Stalybridge pursuant to an agreement made between the Company and the Sheffield Company and dated the second day of April one thousand eight hundred and seventy-nine (and which committee is herein-after referred to as the joint committee) shall (unless otherwise agreed on in writing between the Sheffield Company and the Company and the joint committee and the Company as the case may be) apply to and be obligatory upon the Company :

- (1.) The Stalybridge Railway so far as it is shown on a plan already agreed upon between the Company and the Sheffield Company and signed by Francis Stevenson and William Henry



Stubbs the respective engineers of those companies shall be constructed according to that plan and all the lines of railway cross-over roads junctions and works shown on that plan and thereon coloured red and blue edged with red lines shall be constructed by and at the expense in all respects of the Company to the reasonable satisfaction of the engineer of the Sheffield Company:

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- (2.) The Company shall at all times maintain the several lines of railway and other works shown on the said plan and thereon coloured red and also the cross-over road and junction shown on that plan from the main line of the Sheffield Company's railway at the west side of the bridge over Granville Street to the lines of railway coloured red on the said plan on the land of the joint committee in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of the Sheffield Company so far as those works are on the lands of that company and so far as those works are on the lands under the control of the joint committee to the satisfaction of the engineer of that committee and if and whenever the Company fail so to do the Sheffield Company or the joint committee as the case may be may make or do in and upon as well as the lands of the Company as their own lands respectively such repairs and the sum from time to time certified by such engineer to be the reasonable amount of such expenditure shall be repaid to the Sheffield Company or the joint committee as the case may be by the Company and in default of payment may be recovered by them from the Company with full costs in any court of competent jurisdiction:
- (3.) All the works shown on the said plan the maintenance of which is not otherwise provided for in this section shall be maintained by and at the expense of the joint committee Provided that if the expense of maintaining such works shall exceed the expense of maintaining the works for which they are in substitution any such additional expense shall be borne and paid by the Company:
- (4.) The Sheffield Company together with the Company shall at all times have the full and free use and enjoyment of the whole of the lines of railway and works to be constructed by the Company under the provisions of this section:
- (5.) During the construction of the Stalybridge Railway on the lands of the Sheffield Company or on the lands under the control of the joint committee the Company will bear and on demand pay to the Sheffield Company or to the joint committee as the case may be the expense of the employment by them of



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a sufficient number of inspectors or watchmen to be appointed by them for watching the railway and works of the Sheffield Company and of the joint committee respectively with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations of the Company or from the acts or defaults of the contractors or of any person or persons in their employment or otherwise :

(6.) The Company and their contractors agents servants or workmen shall not in constructing the Stalybridge Railway and works obstruct impede or interfere with the free and uninterrupted and safe use of the railway or other works of the Sheffield Company or of the joint committee or any traffic thereon and if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall pay to the Sheffield Company or the joint committee as the case may be all costs and expenses to which that company or committee may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by that company in any court of competent jurisdiction :

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

(8.) The Company shall bear and pay to the Sheffield Company or to the joint committee as the case may be all additional expense which they may respectively incur in constructing maintaining or working any signals or signalling apparatus which may be rendered necessary by the construction by the Company of the works provided for by this section And all incidental current expenses shall at the end of every half year be repaid by the Company to the Sheffield Company or to the joint committee as the case may be and in default thereof may



be recovered from them with full costs of suit in any court of competent jurisdiction : A.D. 1888.

- (9.) The Company shall not in any case without the previous consent in writing under the common seal of the Sheffield Company take use enter upon or interfere with the railways works lands or property at any time belonging to or in the possession or under the power of the Sheffield Company except only such part or parts thereof respectively as it shall be necessary for the Company to take use enter upon or interfere with for making and maintaining the works by which the Stalybridge Railway is under the provisions of this Act to be carried through or over the lands of the Sheffield Company :
- (10.) With respect to the railway works lands or property of the Sheffield Company which the Company are by this Act authorised to take use enter upon or interfere with the Company shall not purchase and take the same but they may purchase and take and the Sheffield Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :
- (11.) With respect to any lands or works under the control of the joint committee upon which any portion of the railway or works provided for in this section shall be constructed by the Company the Company shall not acquire any additional right or interest therein but the same shall continue to remain vested in the Company and the Sheffield Company and under the control of the joint committee as at present and no payment shall be required of the Company for or on account of the construction on such lands of the railway works by this section provided for :
- (12.) If by the construction maintenance or working of the Stalybridge Railway over the culvert or watercourse leading from the River Tame at a place known as Mabholes and used as a feeder for the Manchester Ashton-under-Lyne and Oldham Canal belonging to the Sheffield Company that culvert or watercourse shall in any way be damaged or injured or the free flow of water from the River Tame into the said canal as heretofore shall be in any way interrupted the Company shall forthwith at their own cost make good any such injury and shall make full compensation to the Sheffield Company for any loss or injury which they may sustain by reason of the Company's works or operations :
- (13.) If any difference shall arise between the Company and the Sheffield Company or the joint committee respectively as to



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the true intent and meaning of this enactment or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railway Companies Arbitration Act 1859 with respect to the settlement of disputes by arbitration :

(14.) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the Sheffield Company or of the joint committee in the use and enjoyment of their joint and several works lands and properties otherwise than is herein expressly provided.

For the protection of the Cheshire Lines Committee.

**21.** In constructing the widening of the Company's Edge Hill and Garston Railway by this Act authorised the following provisions for the protection of the Cheshire Lines Committee (herein-after called the committee) shall (unless otherwise agreed on in writing between the committee and the Company) apply to and be obligatory upon the Company :

(1.) The Company shall carry the said widening over the railway of the committee at the proposed crossing thereof as shown on the deposited plans according to plans and sections to be reasonably approved by and to be executed under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the committee and in all things at the expense of the Company :

(2.) The said widening shall be carried over the railway of the committee by means of a girder bridge the abutments whereof shall be parallel to the rails of the committee's railway and the said bridge shall have a span of not less than fifty feet measured on the square and a clear headway of fifteen feet between the upper surface of the rails and the underside of the girders :

(3.) During the construction of the said widening over the railway of the committee the Company will bear and on demand pay to the committee the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their said railway with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations of the Company or from the acts or defaults of the contractors or of any person or persons in their employment or otherwise :

(4.) The Company shall at all times maintain the bridge and other works by which the said widening shall be so carried over the railway of the committee in substantial repair and good order



to the reasonable satisfaction in all respects of the principal engineer of the committee and if and whenever the Company fail so to do the committee may make or do in and upon as well the lands of the Company as their own lands such repairs and the sum from time to time certified by such engineer to be the reasonable amount of such expenditure shall be repaid to the committee by the Company and in default of payment may be recovered by them from the Company with full costs in any court of competent jurisdiction and so far as may be necessary for the purpose of such maintenance the Company their servants and workmen may enter upon the lands of the committee :

- (5.) The Company and their contractors agents servants or workmen shall not in constructing or repairing the said bridge over the railway of the committee obstruct impede or interfere with the free and uninterrupted and safe use of the railway or other works of the committee or any traffic thereon or if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall pay to the committee all costs and expenses to which the committee may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by the committee in any court of competent jurisdiction :
- (6.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the committee all costs losses damages and expenses which may be occasioned to the committee or to any of the works or property thereof or to the traffic thereon or otherwise by reason of the execution or failure of the said widening and the works in connexion therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the committee from all claims and demand upon or against them by reason of such execution or failure and of any such act or omission :
- (7.) The Company shall not in any case without the previous consent in writing under the common seal of the committee take use enter upon or interfere with the railways works lands or property at any time belonging to or in the possession or under the power of the committee except only such part or parts thereof respectively as it shall be necessary for the Company to take use enter upon or interfere with for making and maintaining the bridge and other works by which the said widening



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- is under the provisions of this Act to be carried across the railway of the committee :
- (8.) With respect to the railway works lands or property of the committee which the Company are by this Act authorised to take use enter upon or interfere with the Company shall not purchase and take the same but they may purchase and take and the committee may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :
- (9.) If any question or difference shall at any time arise between the Company and the committee touching any plans prepared by the Company for the construction of any of the works herein-before provided or as to the reasonableness or sufficiency of such plans or works the same shall be settled and determined by the engineers of the Company and the committee or failing agreement by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party and the decision of such last-named engineer shall be final and conclusive :
- (10.) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the committee otherwise than is herein expressly provided.

For the protection of the Corporation of Liverpool.

**22.** In constructing and maintaining the works by this Act authorised and in exercising any of the powers by this Act conferred upon the Company the Company shall observe perform and fulfil the following provisions stipulations and conditions namely :

- (1.) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive so far as the same are applicable shall apply to the water mains and pipes of the corporation of Liverpool (herein-after called the corporation) and whenever in those sections the word "company" or "society" is used the same shall for all the purposes of this Act be held to extend to and include the corporation :

Whenever the mains or water pipes of the corporation shall be severed or interfered with by the works authorised by this Act and whenever in consequence of such works it is necessary for maintaining the supply of water to lay additional mains or water pipes such additional mains or water pipes shall previous to the severance or interference be made by the corporation at the expense of the Company :

- (2.) 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 : A.D. 1888.

Whenever by the appropriation or destruction of property by this Act authorised any mains or water pipes laid for the supply of such property except pipes inside such property shall be rendered unnecessary the Company shall pay to the corporation the cost of laying an equivalent length of main or water pipe and the cost of the works required for the discontinuation of those mains or water pipes rendered unnecessary to such amount as shall be estimated by the water engineer and the mains and water pipes so rendered unnecessary shall be the property of the Company :

- (3.) In reconstructing widening or altering any bridge carrying a public street or thoroughfare over any railway of the Company authorised to be made or widened by this Act situate in the district within which the corporation by their Acts are authorised to afford a supply of water the Company shall so reconstruct widen or alter the same as to afford to the corporation at least the same means and facilities for laying pipes for the supply of water over such bridge when reconstructed widened or altered as they have over the existing bridge.

**23.** The following provisions for the protection and benefit of the Toxteth Park Local Board (in this section referred to as the local board) shall apply and have effect Upon the construction of the widening of the Edge Hill and Garston Railway by this Act authorised where the same crosses Smithdown Road within the district of the local board—

For the protection of the Toxteth Park Local Board.

- (1.) The Company shall set back the southern abutment and wing walls of the bridge now carrying the said Edge Hill and Garston Railway over Smithdown Road so as to give the bridge a clear span measured on the square of forty-three feet three inches on the easterly side and forty-two feet six inches on the westerly side and in executing the railway widening by this Act authorised over the same road the Company shall construct the extension of the said bridge of not less than forty-two feet six inches clear span on the square and so that the northerly abutment thereof shall be in a line with the northerly abutment of the existing bridge :
- (2.) The headway of the altered bridge and of the extension thereof shall throughout the full length and width thereof respectively be the same as the headway of the existing bridge and the level of Smithdown Road shall not be altered :



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(3.) The altered bridge and the new or extended bridge shall be so constructed and maintained as to prevent as far as reasonably practicable the dripping of water :

(4.) Within two months after the completion of the works provided for by this section and notice thereof by the Company to the local board the local board shall pay to the Company the sum of five hundred pounds by way of contribution to the expense which the Company will incur in widening the existing bridge and in default of such payment the Company may recover the same together with interest thereon at the rate of five per centum per annum in any court of competent jurisdiction.

For the protection of the Liverpool United Gas Light Company.

24. The following provisions for the protection of the Liverpool United Gas Light Company (herein-after called the Liverpool Gas Company) shall be observed and have effect :

(1.) Before removing or displacing any main pipe plug or other work of the Liverpool Gas Company or doing anything which may cause any impediment to the passage of gas through any of the said mains or pipes the Company shall at their own expense in all things provide and lay in lieu thereof and ready for use good and sufficient mains pipes plugs and other works proper and sufficient for continuing the supply of gas as sufficiently and satisfactorily as the same was supplied by the mains or pipes proposed to be removed or displaced and all such mains pipes and other works shall be laid and done under the superintendence and control and to the reasonable satisfaction of the Liverpool Gas Company's engineer and in such places position and manner in all respects as he shall require and approve and all such substituted mains pipes and other works shall belong to and be and become the absolute property of the Liverpool Gas Company and the engineer and other officers servants and workmen of the Liverpool Gas Company shall at all times have and be entitled to free access to such of the said mains pipes and other works as may be on the premises of the Company for the purpose of examining repairing altering or removing the same or for any other lawful purpose :

(2.) The Company shall make good all damage which may be done to any mains pipes works or other property of the Liverpool Gas Company and shall save them harmless from all expenses loss or damage to be occasioned by or by reason of the works authorised by this Act and shall make full compensation to the Liverpool Gas Company and to all other persons for any loss or damage which they respectively may sustain by reason



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of any interference with or disturbance of the said mains pipes or other works or with the private service pipes of any person or persons supplied with gas by the Liverpool Gas Company : A.D. 1888.

- (3.) The Company shall not remove or interfere with any main pipe or other work of the Liverpool Gas Company until they shall have given to the last-mentioned company's engineer fourteen days previous notice in writing of their intention so to do specifying all necessary particulars relating thereto nor until the Liverpool Gas Company shall have signified their approval of the same unless they do not signify such approval or their disapproval or other directions within fourteen days after service of the said notice and particulars and the Company shall comply with and conform to all reasonable requirements directions and regulations of the Liverpool Gas Company in the execution of the said works and shall provide in such manner as the Liverpool Gas Company shall reasonably require for the protection of and prevention of injury or impediment to the mains pipes and other works of the Liverpool Gas Company.

**25.** The following provisions shall take effect for the protection and benefit of the Garston Local Board :

- (1.) Any widening of the bridge carrying the railway over Woolton Road shall be effected by means of an additional girder bridge and an opening or space of not less than six feet wide properly fenced on each side shall be left between the existing bridge and such additional bridge :
- (2.) Any widening of the said existing bridge shall be made so that the headway thereunder shall not be less throughout than the present headway under the existing bridge and such widening shall be so constructed and maintained as to prevent as far as reasonably practicable the dripping of water :
- (3.) The Company shall provide and maintain one gas lamp for lighting the road under the said widened bridge and such lamp shall be lighted at the cost of the Company during the same times as the public lamps in the district of the local board :
- (4.) The Company shall construct and at all times maintain on each side of the widened bridge and for a distance of eight yards northwardly and southwardly on each side a substantial parapet or close screen not less than six feet high above the rails on the bridge.

**26.** In constructing the widening of the North Union Railway by this Act authorised the following provisions for the protection of the local board for the urban sanitary district of Standish-with-

For the protection of the Garston Local Board.

For the protection of the Standish Local Board.



A.D. 1888. Langtree in the county of Lancaster (herein-after in this section called the local board) shall have effect and shall be observed and performed by the Company :

- (1.) The Company shall take down and rebuild the present bridge over Rectory Lane and shall construct a new bridge over that thoroughfare as a flat girder bridge having a span of the width of twenty-five feet at the least. The height of such bridge from the level of the roadway to the underside of the girders shall be not less than fifteen feet clear at any part of the full width of such bridge :

The increased width of roadway under the bridge by this section provided for shall be obtained by setting back the southern abutment which shall be reconstructed parallel with the existing northern abutment and any extension of the last-named abutment shall be constructed in a line with the existing wing walls and so that no part thereof shall be constructed upon Rectory Lane. In constructing the new bridge the Company shall not alter the present level of Rectory Lane the parapet walls of the new bridge shall be of a height of six feet from the level of the rails on each side of the bridge throughout the entire crossing of Rectory Lane and the Company shall for a distance of twenty-five feet at both ends beyond the opening of the bridge and on each side of the North Union Railway construct screens in continuation of the said parapet walls and of the same height. The Company shall keep the new bridge as far as practicable drop dry and shall light the same during the night to the reasonable satisfaction of the local board :

- (2.) In lieu of the public footpath level crossing over the North Union Railway to the north of Standish Station and numbered 226 and 227 on the deposited plans for the parish of Standish the Company shall construct and for ever thereafter maintain for the public using the said footpath a bridge over the said railway of not less than six feet wide properly protected on both sides and approached by proper and convenient steps :
- (3.) In lieu of the level crossing over the said railway at Bradley Lane the Company shall carry that thoroughfare at a gradient not steeper than one in sixteen under their railway and the colliery railway by a bridge or bridges of a clear height of fourteen feet at least and of a clear width of twelve feet at least and the width of the lane on each side of the said bridge or bridges where altered shall not be less than fifteen feet :
- (4.) Whenever it may be necessary to intercept or interfere with any existing sewer or drain belonging to or under the control



of the local board the Company shall before intercepting or interfering with such existing sewer or drain construct at their own expense according to a plan to be reasonably approved by the local board 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 and interfered with and in such manner as shall be approved by the local board :

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If by reason of the execution of any of the powers of this Act any additional sewers or drains or any increased length or alteration of sewers or drains connected therewith shall become necessary the same shall be constructed by and at the expense of the Company of such capacity according to such plans and in such manner as shall be reasonably approved by the local board :

If by reason of the execution of any of the powers of this Act the local board shall necessarily incur any cost in altering any existing sewer or drain the Company shall repay to the local board such cost and the same may be recovered in default of payment in any court of competent jurisdiction :

- (5.) If any question or difference shall at any time arise between the Company and the local board touching any of the matters provided for by this section the question in difference shall on the application of the Company or the local board be referred to and determined by an arbitrator to be appointed by the President for the time being of the Institution of Civil Engineers.

**27.** For the protection and benefit of Birkenhead Glegg and Captain Henry Ashton Case Walker and other the owners or owner for the time being of certain lands in the township of Coppul in the county of Lancaster known as the Blainscough Hall Estate and through which the North Union Railway passes (all of whom are in this section referred to as the owners) the following provisions shall apply :

For the protection of the Blainscough Hall Estate.

- (1.) The Company will at the request of the owners make and maintain a bridge with proper approaches over the North Union Railway at a point sixty yards or thereabouts north of the existing level crossing on the Blainscough Hall Estate :
- (2.) The bridge and approaches shall be not less than twenty feet in width between the parapets and the gradients shall not be steeper than one in ten :



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(3.) The bridge shall be constructed and the roadway thereon formed so as to allow of cart carriage and passenger traffic :

(4.) So soon as the said bridge approaches and roadway shall have been constructed and completed the Company shall be at liberty to abolish the said level crossing on the said railway.

For the protection of Charles Cardwell and Thomas Burgoyne Watts.

**28.** In constructing the widening of the North Union Railway through lands belonging to Charles Cardwell and Thomas Burgoyne Watts jointly the following provisions for the protection of the said Charles Cardwell and Thomas Burgoyne Watts or other the owners or owner for the time being of the said land (all of whom are in this section included in the word owners) shall have effect (that is to say) :

The Company shall reconstruct the bridges numbered respectively 196A and 200 in the parish of Standish on the deposited plans relating to the said widening and shall extend the same over the widened line ;

The said bridges as reconstructed and extended shall for the whole length thereof respectively be not less than fifteen feet wide between the parapets and the roadway thereof shall be properly formed ballasted and metalled and shall be provided with proper gates at one end thereof and with a parapet on either side not less than five feet high and one of such bridges shall be of sufficient strength to allow of the passage thereover of a locomotive engine of the size and weight ordinarily used by the Company for the drawing of mineral trains All culverts now carried across the said railway shall be continued across the said widening.

For the protection of Charles Cardwell.

**29.** In constructing the widening of the North Union Railway through lands of Charles Cardwell the following provisions for the protection of the said Charles Cardwell or other the owner or owners for the time being of the said lands (all of whom are in this section included in the word owner) shall have effect (that is to say) :

The Company shall repair and put in a safe condition fit for the passage of vehicles the bridge across the said railway numbered 183 in the parish of Standish on the deposited plans relating to the said widening and shall continue the said bridge of the same width as at present across the said widening and shall properly form ballast and metal the roadway thereover and shall provide on either side thereof a parapet not less than five feet high above the surface of the road and a proper gate at one end thereof ;



The Company shall construct a substantial brick culvert on the east side of the railway not less than twelve feet wide across the Hic Bibi Brook at a point to be agreed on between the Company and the owner and such culvert shall thereafter be maintained by the owner; A.D. 1888.

On the completion of the said works to the reasonable satisfaction of the owner the Company may abolish the level crossing situate to the southward of the said bridge and near to the Hic Bibi Colliery;

Nothing in this Act contained shall be construed to take away the rights (if any) of the owner and his lessees tenants servants and workmen under sections 95 and 96 or either of them of the North Union Railway Act 1834 in respect of a severed piece of land containing three roods eleven perches or thereabouts and situate in the township of Standish-with-Langtree on the west side of the said railway and about two hundred and fifty yards south of the Boar's Head Station.

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

(1.) The extension of the bridge carrying the North Union Railway over Wallgate shall be effected by means of a girder bridge according to the deposited plan and section thereof;

(2.) For the purpose of affording light under the bridge the Company shall make and maintain three or more openings or spaces as circumstances will allow such openings or spaces containing altogether not less than a total superficial area of one hundred and fifty feet and properly glazed and kept clear such openings being made as nearly equidistant as practicable and one being near the centre of the existing and extended bridge and the Company shall line the walls under the existing bridge as well as under the extension of the said bridge with white glazed bricks or tiles and maintain the same so lined clear and uncovered and in good condition;

(3.) The existing bridge and the extension of the said bridge shall be constructed and maintained so as to prevent as far as reasonably practicable the dripping of water;

(4.) For the purpose of constructing a siding between the land of the corporation adjoining their gasworks and the railway of the Company section 76 of the Railways Clauses Consolidation Act 1845 shall in the event of the Company acquiring the land numbered on the deposited plans 1 in the parish of Wigan be



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deemed to apply to the railway and sidings of the Company to be constructed on or adjoining such land ;

(5.) The Company and the corporation may agree upon any variation of the works by this section provided for.

Power to  
Company to  
make new  
roads and  
other works.

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

(Willesden  
arching.)

(1.) They may in the parish of Hammersmith in the county of Middlesex make an additional archway or opening under Scrubs Lane on the north side of and adjoining the existing archway by which that lane is carried over their London and Birmingham Railway :

(Footbridge  
at Lamport.)

(2.) They may in the township and parish of Lamport in the county of Northampton stop up and discontinue all public rights of footpath along so much of the road which crosses their Northampton and Market Harborough Railway on the level at the Lamport Station as lies between the boundaries of their property and may carry the footpath over the railway by means of a footbridge :

(Footbridge  
at Welham.)

(3.) They may in the township of Thorpe Langton in the parish of Church Langton in the county of Leicester stop up and discontinue all public rights of footpath along so much of the road from Great Bowden to Welham which crosses their Rugby and Stamford Railway on the level one thousand five hundred and forty yards or thereabouts south-west of Welham Junction as lies between the boundaries of their property and may carry the footpath over the railway by means of a footbridge :



- (4.) They may in the township of Pelsall in the parish of Wolverhampton and in the parish of Rushall or one of them in the county of Stafford stop up and discontinue so much of the footpath which crosses on the level their South Staffordshire and Leighs Wood Railways at or near their junction as lies between the boundaries of their property and may carry the said footpath over the said railways by means of a footbridge: A.D. 1888.  
(Footbridge at Leighs Wood.)
- (5.) They may in the township and parish of Chapel-en-le-Frith in the county of Derby make a new footpath along the north-west side of their Buxton Extension Railway between the existing bridge over the said railway near Owlgreave and the existing bridge under the said railway two hundred yards or thereabouts west of the Chapel-en-le-Frith Station and may stop up and discontinue the existing footpath which extends from the first-mentioned bridge to the road which passes under the said railway at the last-mentioned bridge: (Chapel-en-le-Frith footpath.)
- (6.) They may in the township of Buxton in the parish of Bakewell in the county of Derby stop up and discontinue the existing footpath which passes through their property at Sylvan Park from Bakewell Road to the eastern end of the road in front of the houses known as Stanley Bank and Holly Bank otherwise Sylvan Park Terrace: (Footpath at Buxton.)
- (7.) They may in the township of Acton in the parish of Weaverham in the county of Chester make a new footpath commencing by a junction with the footpath which crosses their Grand Junction Railway on the level one hundred and fifty-five yards or thereabouts south-east of the booking office at the Acton Bridge Station at a point on such footpath one hundred and thirty yards or thereabouts south-east of the said level crossing and terminating by a junction with the public road from Acton Bridge Station to Weaverham at a point thereon two hundred and eighty yards or thereabouts east of the Railway Inn at Acton Bridge and may stop up and discontinue so much of the said footpath as lies between the commencement of the said new footpath and the said public road: (Acton Bridge footpath.)
- (8.) They may in the townships of Bramhall and Stockport in the parish of Stockport in the county of Chester make a new road commencing by a junction with the road known as Bramhall Lane which crosses over their Stockport Disley and Whaley Bridge Railway at the Davenport Station at a point immediately south of the said railway and terminating by a junction with Garner's Lane at a point fifty yards or thereabouts measured (Road and land at Davenport.)



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*Act, 1888.*

A.D. 1888.

along that lane in a westerly direction from the said railway with power to the Company to stop up and extinguish all rights of way over Garner's Lane between Bramhall Lane and the termination of the said new road :

And they may for the purposes of this section enter upon take use and hold certain lands on the south side of and adjoining the said railway and north of and adjoining Garner's Lane :

(Road at Salford.)

(9.) They may in the townships of Salford and Manchester in the parish of Manchester in the county of Lancaster make a new road commencing by a junction with Chapel Street at or near the north-east corner of Salford Bridge and terminating by a junction with the private approach road to their Exchange Station at a point thirty yards or thereabouts north-west of the north-west corner of the said bridge :

(Ordsall Lane.)

(10.) They may in the township of Salford in the parish of Manchester in the county of Lancaster stop up and discontinue and appropriate to the purposes of their undertaking Trafalgar Place and so much of Trafalgar Square as lies west of Wilburn Street :

(Bridge and lands at Wigan.)

(11.) They may in the township and parish of Wigan in the county of Lancaster extend for a distance of twenty yards or thereabouts in a south-westerly direction the bridge which carries the North Union Railway over Wallgate :

And they may for the purposes of this section enter upon take use and hold certain lands lying on the south-west side of and adjoining the said railway and on the north-west side of and adjoining Wallgate aforesaid :

Also certain other lands lying on the north-east side of and adjoining Queen Street and between that street and the Wigan Station on the said railway :

And also certain other lands lying on the south-west side of and adjoining the said railway and north-west of and adjoining the Leeds and Liverpool Canal :

(Footbridge at Grotton.)

(12.) They may in the township of Saddleworth in the parish of Rochdale in the west riding of the county of York stop up and discontinue so much of the two footpaths which respectively cross on the level their Oldham Branch Railway at or near the west end of the Grotton Station as lies within the boundaries of their property and may carry the said footpaths over the said railway by means of a single footbridge :

(Footpath at Llinegar.)

(13.) They may in the township of Picton in the parish of Llanasa in the county of Flint stop up and discontinue so much of the



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footpath which crosses on the level their Chester and Holyhead Railway at or near Llinegar Farm House as lies between the boundaries of their property. A.D. 1888.

**32.**—(1.) If within twelve months after the passing of this Act the Metropolitan Board of Works shall give to the Company notice in writing requiring them to extend their bridge which at present carries Scrubs Lane over their railway so as to widen the said bridge and the lane over the same and such part of the approach to the south thereof as abuts or will abut upon the lands or property of the Company so that such bridge and approach shall have a clear width of forty-five feet the Company shall extend the same and widen the lane accordingly in accordance with plans and sections to be previously agreed upon between the respective engineers for the time being of the said Metropolitan Board and the Company and when the Company shall have extended their bridge and widened the said portion of the said lane and approach in accordance with the provisions of this section to the reasonable satisfaction of the engineer for the time being of the said Metropolitan Board the said Board shall pay to the Company the reasonable cost thereof including the expenses of a sufficient number of watchmen to be appointed by the Company for the protection of the Company's railway and the traffic thereon :

Provision as  
to widening  
of Scrubs  
Lane.

(2.) In the event of any difference arising in respect of the cost thereof or with reference to the aforesaid plans and sections the question in dispute shall be referred to the President of the Institution of Civil Engineers whose decision shall be final and binding on both parties :

(3.) If the said Metropolitan Board shall exercise the option hereby conferred upon them of requiring the Company to widen the existing bridge or if at any time hereafter the said Metropolitan Board shall widen the existing bridge so that such bridge shall have a clear width of forty-five feet the Company shall widen or (as the case may be) construct that portion of the bridge which will be over the additional archway or opening by this Act authorised so as to leave over such archway or opening a roadway of the clear width of forty-five feet :

(4.) The additional archway or opening under Scrubs Lane by this Act authorised shall be so constructed as to leave for the purpose of laying pipes two clear spaces of not less than five feet in width and two feet in depth below the surface of the road as shown on the deposited section for the full span of the bridge together with such additional space in depth (if any) not exceeding six inches as in the



A.D. 1888. construction of the said archway or opening may be found reasonably practicable :

(5.) The Company shall not execute or commence the construction of the bridge for carrying Scrubs Lane over the additional archway or opening by this Act authorised until they shall have given to the Metropolitan Board of Works twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office of the said Board with plans sections and such other particulars as shall enable the said Metropolitan Board to ascertain the strength of the proposed bridge and until that Board shall have signified their reasonable approval of the same unless that Board fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said Board in the execution and subsequent maintenance of the said bridge and the works connected therewith and shall save harmless the said Board against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the said Board at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said Board may be put to by reason of the construction by the Company of the said bridge whether in the execution of the works superintendence or otherwise shall be paid to the said Board by the Company on demand.

For the protection of the corporation of Manchester.

**33.** The Company shall in the construction and execution of the bridge and works for the purpose of carrying the new road authorised by this Act commencing at or near the north-east corner of Salford Bridge and terminating by a junction with the private approach road to the Exchange Station be subject to the following provisions for the benefit of the mayor aldermen and citizens of the city of Manchester in the county of Lancaster in this Act referred to as the Manchester Corporation :

- (1.) The aforesaid bridge over the River Irwell shall be a girder bridge having a clear vertical height not less in any part than twelve inches higher than the lowest part or soffit of the main girders of the said Salford Bridge :
- (2.) The Company shall not place any work whatever in the bed of the River Irwell neither shall the abutments or piers of the bridge project into the waterway of the river beyond the face of the existing river wall The Company shall be and are hereby authorised to support the said bridge upon the retaining



wall which carries Victoria Street in the city of Manchester and they shall and may bridge over the river as shown on the deposited plans subject to all rights of the corporation to compensation under the provisions of the Consolidation Acts incorporated with this Act or any of them the Company strengthening such retaining wall in such manner as the corporation may deem reasonably necessary and maintaining hereafter the portion of the said retaining wall giving support to the said bridge and road authorised by this Act In the event of any breach of this stipulation and the neglect of the Company after notice in writing the Manchester Corporation may execute such works as their surveyor may deem reasonably necessary to ensure the stability of the said abutment and the cost thereof shall on demand be paid by the Company to the Manchester Corporation :

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During the construction of the said bridge the following provisions shall have effect :

To prevent any interference with or danger to the traffic of Victoria Street the Company shall not erect or place thereon any scaffolding staging platform or other work except in such position as shall be approved by the city surveyor and the works shall be sufficiently lighted and watched both by day and night until the completion thereof by and at the expense of the Company and arrangements shall be made at the cost of the Company to the reasonable satisfaction of the city surveyor that the tramway and general traffic in the said street shall be continued during the progress of the works and the Company shall pay any expenses or loss incurred or occasioned to the Manchester Corporation or their lessees by reason of the interference with or stoppage of the said tramway traffic during the execution of the works.

**34.** For the protection of the mayor aldermen and burgesses of the borough of Salford (in this section called "the corporation") the following provisions with respect to the powers by this Act conferred upon the Company within the borough of Salford shall have effect (that is to say) :

For the protection of the corporation of Salford.

- (1.) The provisions of sections 18 to 23 (both inclusive) of the Railways Clauses Consolidation Act 1845 shall extend and apply to the gas and water mains pipes and apparatus of the corporation and to the corporation in respect thereof as though the corporation were a gas or water company or society :



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—

- (2.) If by reason of the exercise of the powers of this Act any additional gas or water mains pipes sewers or drains or any increased lengths or capacity thereof respectively be rendered necessary the same shall be respectively provided laid and constructed by the corporation at the cost of the Company :
- (3.) If by reason of the exercise of the powers of this Act the corporation shall at any time incur any additional cost in repairing or altering any gas or water main pipe or apparatus or any sewer or drain such additional cost shall be repaid by the Company to the corporation :
- (4.) Before the Company interfere with any existing sewer or drain they shall to the reasonable satisfaction of the corporation and in accordance with plans and sections to be previously submitted to and reasonably approved of by the corporation construct a sufficient substituted sewer or drain and connect the same with the sewer or drain so interfered with :
- (5.) If by reason of the exercise of the powers of this Act the Company shall obstruct or interfere with the traffic passing over and along the Salford Bridge the Company before they so obstruct or interfere with such traffic shall to the reasonable satisfaction of the corporation provide and thenceforward so long as such interference shall continue and until such obstruction be removed maintain proper accommodation for such traffic and they shall cause such obstruction or the matter or thing causing such interference to be properly fenced and lighted :
- (6.) All streets the surface of which shall be disturbed by the Company shall be restored to the reasonable satisfaction of the corporation :
- (7.) If the Company construct any pier or abutment over any sewer of the corporation the Company shall if so required by the corporation construct and maintain a good and sufficient relieving arch thereover so as to afford access thereto for the purposes of repairs :
- (8.) All works to be executed by the Company under this section shall be so executed at the cost in all respects of the Company :
- (9.) The Company and the corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company for the protection of the corporation and for the execution by the corporation of any such works and the acquisition of land therefor :
- (10.) If any difference arise between the corporation and the Company with respect to anything to be done or not to be done



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by the corporation or the Company such difference shall be settled by an engineer to be appointed (unless agreed on within ten days after a written request in that behalf by either party to the other of them) on the application of either the corporation or the Company by the President for the time being of the Institution of Civil Engineers and subject as aforesaid the provisions of the Railway Companies Arbitration Act 1859 with respect to the settlement of disputes by arbitration shall extend and apply to every such settlement and for the purposes of such arbitration the corporation shall be deemed a railway company.

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**35.** Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may from time to time enter upon take use and appropriate for the purpose of extending the stations sidings warehouses coal wharves depôts and other accommodation of the Company for mineral goods and cattle traffic and for other purposes connected with their undertaking the lands herein-after described or referred to delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):

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

In the county of Middlesex

Certain lands in the parish of Saint Pancras lying on the north side of and adjoining Drummond Street and on the east side of and adjoining Coburg Street and at the east end of Little George Street;

(Lands at  
Drummond  
Street.)

In the county of Lancaster

Certain lands in the township of Heaton Norris in the parish of Manchester lying on the south side of and adjoining Heaton Lane and known as the Sheepwash Mill at Stockport;

(Lands at  
Stockport.)

Certain lands in the township of Denton in the parish of Manchester lying on the east side of and adjoining the Company's Stockport and Guide Bridge Railway and south of and adjoining the Manchester and Hyde Road at Denton Station;

(Lands at  
Denton.)

Certain lands in the township of Gorton in the parish of Manchester lying on the north-east side of and adjoining the engine house and sidings at the Company's Longsight Station and west of and near to the city gaol;

(Lands at  
Longsight.)

Certain lands in the township of Barton-upon-Irwell in the parish of Eccles lying on the south-west side of and adjoining the Company's Eccles Tyldesley and Wigan Railway and south-east of and near to the Monton Green Station;

(Lands at  
Monton  
Green.)

Certain lands in the township of Burtonwood in the parish of Warrington near Collins Green Station lying on the south-west

(Lands at  
Collins  
Green.)



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side of and adjoining Collins Green Lane and on the south-east side of and adjoining Bold Lane otherwise Penny Lane at the junction of those lanes ;

(Lands at Preston.)

Certain lands in the township and parish of Preston lying on the east side of and adjoining Croft Street and known as the Globe Works at Preston ;

In the county of Cumberland

(Lands at Upperby.)

Certain lands in the township of Upperby in the parish of Saint Cuthbert Carlisle lying on the east side of and adjoining the Company's Lancaster and Carlisle Railway and on the north side of and adjoining the road leading from Upperby past Petterill Bank to the Carlisle and Penrith Road.

Local rates in St. Pancras to be made good.

**36.** The Company shall from time to time pay to the vestry of the parish of Saint Pancras all rates leviable by or payable to them upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time such lands or property respectively shall be acquired by the Company until the Company's works are completed and liable to be assessed to such rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in the rate made on the sixteenth day of April one thousand eight hundred and eighty-eight notwithstanding that the buildings thereon or forming part thereof may have been taken down Provided always that the Company shall not be charged with or be liable to the payment of any such rates upon any building or property or part of a building or property which is required for the making of a new street.

Agreements with justices and others as to bridge at Upperby.

**37.** And whereas the justices of the peace for the county of Cumberland (herein-after called the justices) are desirous of constructing a bridge over the River Petterill at Upperby aforesaid in lieu of the present ford and the construction of such bridge would be of advantage to the Company's property and improve the approach to the lands at Upperby by this Act authorised to be acquired and the sidings and works proposed to be constructed thereon and the Company have been requested by the highway authority for the township of Upperby to provide land for and to contribute towards the cost of the said intended bridge Therefore the Company and the justices and the highway authority for the township of Upperby in the county of Cumberland or any of them may from time to time enter into and carry into effect agreements with reference to the construction of the said bridge and works incidental thereto and for the purpose of giving effect to any such



agreement the Company may sell or grant and convey to the justices or the highway authority any lands belonging to them or to be acquired under the powers of this Act which may be required for the purposes of the said bridge or the approaches thereto and may contribute to the like purposes such sum as they may think proper.

A.D. 1888.

Agreement with Ravens-thorpe and Thornhill local boards confirmed.

**38.** The agreement dated the fourteenth day of November one thousand eight hundred and eighty-seven and made between the Company of the first part the local board for the district of Ravens-thorpe in the west riding of the county of York of the second part and the local board for the district of Thornhill in the west riding of the county of York of the third part in the terms set forth in the First Schedule to this Act is hereby confirmed and made binding on the parties thereto and they are hereby empowered to carry the same into effect accordingly and subject to the provisions of this Act and of the said agreement the new road mentioned in the said agreement including so much of the surface and subsoil thereof as passes over the Lancashire and Yorkshire Railway and the Aire and Calder Navigation shall be vested in the said local boards respectively to the extent to which the said road will be situated within their respective districts.

**39.** The following provisions with respect to the moneys to be paid by the said local boards of Ravensthorpe and Thornhill under or in pursuance of the said agreement shall be observed and have effect (that is to say):

Power to Ravens-thorpe and Thornhill local boards to borrow.

- (1.) Each of the said local boards of Ravensthorpe and Thornhill (herein-after called the local boards) may from time to time borrow for the purposes of the work mentioned in the said agreement and in manner provided by this Act the sum of one thousand pounds and may mortgage their district fund and general district rates to secure the repayment of the moneys borrowed with interest:
- (2.) The powers of borrowing money by this Act given to the local boards shall not be restricted by any of the regulations contained in section 234 of the Public Health Act 1875 and in calculating the amount which the local boards may borrow under that Act any sum which they may borrow under this Act shall not be reckoned:
- (3.) A person lending money to either of the local boards shall not be bound to inquire as to the observance by them of any provisions of this Act or be bound to see to the application or be answerable for any loss or misapplication of such money or any part thereof:



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(4.) Subject to the provisions of this Act section 236 (form of mortgage) section 237 (register of mortgages) section 238 (transfer of mortgages) and section 239 (receiver may be appointed in certain cases) of the Public Health Act 1875 shall be applicable to mortgages made by the local boards respectively under the provisions of this Act and to the appointment of a receiver by the mortgagees :

(5.) Subject to the provisions of this Act each of the local boards shall pay off all money borrowed by them under the powers of this Act within sixty years from the time or respective times of borrowing the same by any one or more of the methods following (that is to say) :

(1.) By equal yearly or half-yearly instalments of principal and interest combined ;

(2.) By equal yearly or half-yearly instalments of principal and interest on the amount of principal from time to time remaining unpaid ;

(3.) By any one or more of the methods including a sinking fund mentioned in the Local Loans Act 1875 ;

And sections 13 14 and 15 of the Local Loans Act 1875 shall so far as may be apply to the payment off of money borrowed under this Act :

(6.) If either of the local boards pay off any moneys borrowed by them under this Act otherwise than by instalments appropriations or annual repayments or by means of a sinking fund the local boards so paying off such money may from time to time re-borrow the same but all moneys so re-borrowed shall be repaid within the prescribed period and shall be deemed to form the same loan as the moneys originally borrowed and the obligations of the local board with respect to the repayment of the loan and to the provision to be made for such repayment shall not be diminished by reason of such re-borrowing :

(7.) The clerk to each of the local boards shall within twenty-one days after the expiration of each year during which any sum is required to be set apart for a sinking fund or any instalment is required to be paid by them under this Act transmit to the Local Government Board a return in such form as may be prescribed by that Board and verified by statutory declaration if so required by them showing the amount which has been paid as an instalment or invested by the local board to which he is clerk for the purpose of such sinking fund during the year preceding the making of such return and the description of the securities upon which the same has been invested and also



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showing the purposes to which any portion of the moneys invested for the sinking fund and the interest thereof have been applied during the same period and the total amount remaining invested at the end of the year and in the event of any wilful default in making such return the clerk making such default shall be liable to a penalty of not exceeding twenty pounds which shall be paid to the Local Government Board and shall be recoverable by that Board in the same manner as penalties recoverable under the Public Health Act 1875 in a summary manner may be recovered by parties aggrieved within the meaning of that Act. If it appear to the Local Government Board by such return or otherwise that either of the local boards have failed to pay any instalment or to set apart the sum required by this Act for the sinking fund or have applied any portion of the moneys set apart for that fund or any interest thereof to any purposes other than those authorised by this Act the Local Government Board may by order direct that a sum not exceeding double the amount in respect of which such default shall have been made shall be set apart and invested as part of the sinking fund and such order shall be enforceable by writ of Mandamus to be obtained by the Local Government Board out of the Queen's Bench Division of the High Court of Justice and the provisions of this subsection shall apply mutatis mutandis to appropriations and annual repayments.

40. And whereas in the construction of the works by this Act authorised or otherwise in exercise by the Company of the powers of this Act it may happen that portions only of the lands houses or other structures or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto :

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

Therefore the owners of and other persons interested in the lands and structures described or referred to in the Second Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without such material detriment as aforesaid be required to sell and convey to the Company the portions only of their premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the



A.D. 1888. — Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise. If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or other person shall fail to notify to the Company that he alleges such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them. Provided always that if in the opinion of the said tribunal any such portions cannot be severed from the remainder of such property without such material detriment the Company may withdraw their notices to treat for the portion or portions of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice. Provided also that if in the opinion of such tribunal any such portions notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person. The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained.

Period for compulsory purchase of lands by Company.

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

Power to deviate in construction of new roads &c.

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



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

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Roads not to be stopped up till substituted roads completed.

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

Provisions as to repair of new roads &c.

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

Extinguishment of rights of way.

46. 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 portions of roads &c. stopped up.

47. The powers granted by the London and North-western Railway (New Lines and Additional Powers) Act 1876 as revived and extended by the London and North-western Railway Act 1882 and

Extension of time for completion of Llanelly



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further extended by the London and North-western Railway Act 1884 for the completion of and otherwise relating to the Llanelly Station Railway and of the works connected therewith are hereby extended for the period of three years from the twelfth day of July one thousand eight hundred and eighty-eight and section 65 of the last-mentioned Act shall be read and construed as if the period by this Act limited for the completion of and otherwise relating to the said Llanelly Station Railway had been the period by that Act limited:

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

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

**48.** Subject to the provisions of this Act the Company and the Great Western Company or one of them with the consent of the other may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the archway 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 purposes (that is to say):

They may in the parish of St. John the Baptist in the city and county of the city of Chester and in the township of Hoole in the same parish in the county of Chester make an additional archway or opening under Station View Road on the north side of and adjoining the existing archway by which that road is carried over their railway at Chester Station and in connexion therewith may alter the line and levels of Station View Road and of Lightfoot Street New Peploe Street and Crawford's Walk for a distance of one hundred and twenty yards or thereabouts in a northerly direction from the said railway.

Power for com-  
pulsory pur-  
chase of lands  
Company  
and Great  
Western Com-  
pany.

**49.** 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 archway  
&c.

**50.** The Company and the Great Western Company may in constructing the archway 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 any altered road or street as shown on the said sections.



**51.** Subject to the provisions of this Act the Brighton Company may grant and the Company and the Midland Company or either of them with the consent of the other may accept a lease or leases of certain lands in the parish of St. Giles Camberwell in the county of Surrey lying on the north side of and adjoining or near to the Brighton Company's South London Line and between Rye Lane and Gordon Road Peckham and the Company and the Midland Company or either of them may hold and use the same for the purposes of sidings warehouses coal wharves depôts and other accommodation for mineral goods and cattle traffic and for other purposes connected with their undertakings.

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Power to Brighton Company to lease lands in Surrey.

**52.** Subject to the provisions of this Act the Company and the Midland Company or either of them with the consent of the other may in the lines and according to the levels shown on the deposited plans and sections extend for a distance of six yards or thereabouts in a northerly direction the bridge carrying the said South London Line over Albert Road Peckham in the parish of St. Giles Camberwell in the county of Surrey and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes.

Power to Company and Midland Company to execute works.

**53.** The Company and the Midland Company may in constructing the 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.

Power to Company and Midland Company to deviate in construction of works.

**54.** The Company and the Midland Company may enter into and carry into effect agreements with respect to the construction working use management and maintenance of the said bridge extension and the purchase division appropriation and use of the lands which by this Act they are authorised to acquire and with respect to the payment and contribution to be made by each of them in respect thereof.

Power to Company and Midland Company to make agreements.

**55.** The extension of the bridge carrying the Brighton Company's South London Line over Albert Road Peckham if constructed under the powers of this Act shall be so constructed as to leave a clear span and headway throughout not less than those of the existing bridge and the front thereof where facing the road shall be of a reasonably ornamental character and design and the said works shall be made and maintained so as to prevent as far as reasonably practicable the dripping of water therefrom on any part of the road and the footway thereof and so as to deaden so far as is reasonably

Provisions as to works at Albert Road Peckham.



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For the protection of sewers in the metropolis.

**56.** Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the Metropolitan Board of Works or of any vestry or district board of works constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or with any sewers or works to be made or executed by the said boards or vestries or any of them or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control the Company shall not commence such works until they shall have given to the said Metropolitan Board or to the district board or vestry as the case may be twenty-one days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such board or vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such board or vestry respectively shall have signified their approval of the same unless such board or vestry as the case may be do not signify their approval disapproval or other directions within twenty-one days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the said Metropolitan Board and of the respective district board or vestry as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as such boards or vestries respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works hereinbefore referred to by reason of the said intended works or any part thereof and shall save harmless the said boards and vestries respectively against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the said Metropolitan Board district board or vestry as the case may be at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the said Metropolitan Board or any district board or vestry may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to such board or vestry by the



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Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the said Metropolitan Board district board or vestry as the case may be respectively as any sewers or works now or hereafter may be And nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the said respective boards or vestries or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

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

Prohibiting placards on works within the metropolis.

**58.** 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 to the Company and the Midland 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 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.

Power to owners to grant easements to Company and other companies.

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

Restrictions on displacing persons of labouring class.



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- (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.
- (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 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



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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 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 endorsed with notice of this enactment :

Provided also that the said Secretary of State or the Local Government Board (as the case may be) may at any time dispense with all or any of the requirements of this 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



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(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 which they may deem necessary in relation to any scheme under this section and may appoint inspectors for the purposes of any such inquiry and the inspectors so appointed shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875.

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

Dissolution of North Union Company and Preston and Wyre Company.

**60.** As from the first day of July one thousand eight hundred and eighty-eight (which date is in this Act referred to as the date of dissolution) the North Union Company and the Preston and Wyre Company respectively shall continue to exist for the purpose only of winding up their affairs and when their affairs are wound up the said companies respectively shall by this Act be dissolved.

Issue of debenture stocks of the two companies to North Union Company's stockholders.

**61.** On and after the date of dissolution every holder of stocks of the North Union Company shall in lieu of and in exchange for the stocks of that company held by him become and be the holder of such a sum of the four per centum debenture stock of the Company as will produce by way of interest or dividend sixty ninety-fourth



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parts of the income which at the date of dissolution he was entitled to receive in respect of the stocks of the North Union Company held by him and shall also become and be the holder of such a sum of the four per centum debenture stock of the Lancashire and Yorkshire Company as will produce by way of interest or dividend the remaining thirty-four ninety-fourth parts of the income to which he was entitled as aforesaid.

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**62.** On and after the date of dissolution every holder of shares of the Preston and Wyre Company shall become and be the holder of such a sum of the four per centum debenture stock of the Company as will produce by way of interest or dividend one-third part of the income which at the date of dissolution he was entitled to receive in respect of the shares of the Preston and Wyre Company held by him and shall also become and be the holder of such a sum of the four per centum debenture stock of the Lancashire and Yorkshire Company as will produce by way of interest or dividend the remaining two-third parts of the income to which he was entitled as aforesaid.

Issue of debenture stocks of the two companies to Preston and Wyre Company's shareholders.

**63.** On and after the first day of October one thousand eight hundred and eighty-eight every owner of stocks or shares of the North Union and Preston and Wyre Companies respectively shall upon proof of ownership to the reasonable satisfaction of the two companies and upon surrender of the certificates for the stocks or shares held by him or proof to the reasonable satisfaction of the two companies of the loss or destruction thereof be entitled to receive and shall receive from the two companies respectively free of charge certificates of the debenture stocks of the two companies to which such owner is entitled under the provisions of this Act and when such new certificates are issued the certificates for which they are exchanged shall be deemed to be cancelled. Provided always that neither of the two companies shall be required to issue any new certificate unless and until the existing certificate in substitution for which it is issued is given up to be cancelled or is proved to the reasonable satisfaction of the two companies to have been lost or destroyed. And if any holder of stock or shares of the North Union or Preston and Wyre Companies respectively neglect or omit to send his certificates to the two companies or one of them or to prove the loss or destruction thereof to the reasonable satisfaction of the two companies for the period of two years after notice in writing addressed to his last known place of abode the two companies or either of them may suspend the payment of any dividend declared or made payable upon or in respect of the stock held by him until

Owners of stocks and shares in North Union and Preston and Wyre Companies to receive certificates of debenture stocks of the two companies.



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

**64.** All debenture stock issued to holders of stocks or shares in the North Union and Preston and Wyre Companies respectively under the powers of this Act shall be held subject to the same trusts and obligations as those upon or to which the stocks or shares in the capital of the North Union Company or the Preston and Wyre Company (as the case may be) in respect of which such debenture stock is substituted were immediately before the date of dissolution 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 stocks or shares in the capital of the North Union Company or the Preston and Wyre Company (as the case may be) and every such deed will or other instrument affecting such stocks or shares shall be held to apply to the debenture stocks or a proportionate part of the debenture stocks so substituted therefor.

As to fractional parts of a pound of stock.

**65.** Notwithstanding anything in this Act contained no holder of stocks or shares of the North Union or the Preston and Wyre Company (as the case may be) shall become entitled under this Act to any fractional part of a pound of debenture stock in the capital of either of the two companies 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 two companies respectively 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 to an integral number of pounds.

Two companies may issue debenture stock for purposes of conversion.

**66.** The two companies from time to time in addition to any other debenture stock which they are by any other Act authorised to create and issue may respectively create and issue four per centum debenture stock to such an amount as may be necessary to carry into effect the foregoing provisions of this Act relating to the North Union and Preston and Wyre Companies respectively and the interest on the debenture stocks created under the powers of this section shall be payable half-yearly at the same periods as the interest on the other debenture stocks of the two companies respectively namely (as regards the Company) the fifteenth day of January and the fifteenth day of July and (as regards the Lancashire and Yorkshire Company) the first day of January and the first day of July and the first payments of such half year's interests (which shall be calculated from the said dates respectively) shall become due and



be payable on the fifteenth day of January and the first day of January one thousand eight hundred and eighty-nine respectively  
All debenture stocks created and issued by the two companies respectively under the powers of this section shall form part of and rank pari passu with the debenture stock of the Company creating and issuing the same. A.D. 1888.

**67.** Nothing in this Act contained shall directly or indirectly alter or affect the rights liabilities or obligations of the two companies or either of them as between themselves with respect to the undertakings of the North Union and Preston and Wyre Companies respectively. Saving rights of two companies inter se.

**68.** And whereas the two companies are joint owners of or otherwise jointly interested in the undertakings of the North Union Company the Preston and Wyre Company and also in the Preston and Longridge Railway and a part of the Lancashire Union Railways and in certain stations on those and other railways and such respective undertakings railways and stations are now managed by several joint committees of varying numbers and qualifications and appointed under divers Acts of Parliament: Provision as to certain undertakings railways stations &c. in which the Company and the Lancashire and Yorkshire Company are jointly interested.

And whereas it would lead to the more convenient and effective management thereof if the two companies were empowered to appoint one or more joint committees of such numbers and with such qualifications as the two companies agree for the management of the said undertakings railways and stations or any of them and to make other regulations in relation thereto:

Therefore it shall be lawful for the two companies from time to time to enter into and carry into effect arrangements or agreements for the appointment of one or more joint committees for the management of the said undertakings railways and stations or any of them and of a standing arbitrator and from time to time to alter and vary such arrangements or agreements and each such joint committee shall consist of such number of members to be from time to time appointed by the two companies respectively in such proportions and shall be subject to such powers of removal and to such orders regulations directions and authorities as the two companies from time to time mutually agree and shall have exercise and enjoy such of the powers authorities and duties which may now be exercised by the two companies or any joint committee as the two companies shall from time to time agree to delegate to them and the two companies may appoint one or more such joint committees accordingly and from and after the appointment of any such joint committee the said undertakings railways and stations respectively



A.D. 1888. shall be managed by them in conformity with the powers so delegated to them as aforesaid and during the continuance of any such joint committee all other powers for the appointment of joint committees shall (so far as they relate to the management and regulation of such of the said undertakings railways and stations respectively as are placed under the management of a joint committee under this Act) be suspended.

Extending time for sale of certain superfluous lands of Company.

**69.** Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated the periods for and within which the Company may hold sell and dispose of any superfluous lands connected with the railways or situate in the parishes respectively described or mentioned in the 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 of Company and Great Northern Railway Company.

**70.** Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or the Great Northern Railway Company with which that Act is incorporated the periods for and within which the Company and the Great Northern Railway Company jointly may hold sell and dispose of any superfluous lands connected with the railways jointly owned by those companies 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 railways or any station thereon for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act.

Extending time for sale of certain superfluous lands of Company and Caledonian Railway Company.

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

Extending time for sale of certain superfluous lands of

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



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

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 —  
 Company  
 and Lan-  
 cashire and  
 Yorkshire  
 Company.

**73.** Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or the Great Western Company with which that Act is incorporated the periods for and within which the Company and the Great Western Company jointly may hold sell and dispose of any superfluous lands connected with the West London Railway are hereby extended for the period of ten years from the passing of this Act.

Extending  
 time for sale  
 of certain  
 superfluous  
 lands of  
 Company  
 and Great  
 Western  
 Company.

**74.** The Company may from time to time supply in bulk at and near Craven Arms in the county of Salop and at and near Stafford in the county of Stafford water not required for their own purposes to any corporation local board or other local or sanitary authority and they may also at and near the places aforesaid supply water to any persons being occupiers of property belonging to the Company using such water upon such property and they may also with the previous consent of the sanitary authority of any district at or near such places respectively (which consent may be at any time with 12 months notice withdrawn) supply water to any other persons residing therein :

Power to  
 Company to  
 supply water  
 at Craven  
 Arms and  
 Stafford.

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 water within the meaning of section 3 of the Gas and Water Works Facilities Act 1870 :

Provided further that the Company shall not under the powers of this section supply water within or for use within the limits of supply of the South Staffordshire Waterworks Company as existing at the passing of this Act.

**75.** The following sections of the North Union Act of 1834 except so far as the same relate to that portion of the North Union Railway known as the Springs Branch Railway shall be and the same are hereby repealed (that is to say) :

Repeal of  
 sections 95  
 and 96 of  
 North Union  
 Act of 1834.

Section 95. (Roads to be made across the railway by owners of adjoining lands.)



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Section 96. (Owners and occupiers to pass along railway as far as their lands extend without payment of toll unless Company shall make other sufficient communications.)

For the protection of the Wigan Coal and Iron Company Limited.

**76.** Notwithstanding the repeal by this Act of sections 95 and 96 of the North Union Railway Act 1834 the Wigan Coal and Iron Company Limited shall as regards the portion of railway situate between Ryland's siding and Broomfield siding continue to have exercise and enjoy all rights and powers to which they are or were entitled under the said sections.

Running powers over Manchester South Junction and Altrincham Railway and use of stations.

**77.** The Company may run over work and use with their engines carriages and servants and for the purposes of their traffic the Manchester South Junction and Altrincham Railway with the several booking offices stations sidings watering places turntables and other conveniences connected with such lines.

Terms for such use.

**78.** The terms conditions and regulations for or in respect of the use of the said railway and stations and other conveniences or any part thereof and the tolls or other considerations to be paid for the same shall if not agreed upon between the Company and the Manchester South Junction and Altrincham Railway Company be determined by the standing arbitrator appointed under the provisions of the Manchester South Junction and Altrincham Railway Act (No. 2) 1858.

Amendment of section 43 of London and North-western Railway (New Railways &c.) Act 1878.

**79.** In any arbitration under the provisions of section 43 of the London and North-western Railway (New Railways &c.) Act 1878 between the Company and the corporation of Salford the arbitrator or arbitrators or umpire as the case may be shall have power in addition to the matters in the said section specified to hear and determine any difference between the Company and the corporation in respect of the meaning and construction of the said section or the rights and obligations of the Company and the corporation respectively with reference to the new roads and works therein mentioned or any other question or difference arising out of the said section.

Power to apply corporate funds to purposes of Act.

**80.** The Company may apply to any of the purposes of this Act to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage by virtue of any Act relating to the Company 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

**81.** The Company the Great Western Company and the Midland Company respectively may apply to any of the purposes of this Act which they are respectively empowered to carry into execution and



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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.

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apply cor-  
porate funds  
to purposes  
of Act.

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

Provision as  
to general  
Railway  
Acts.

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

Costs of Act.



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**SCHEDULES** to which the foregoing Act refers.

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**FIRST SCHEDULE.**

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**THIS INDENTURE** made the fourteenth day of November one thousand eight hundred and eighty-seven between the London and North-western Railway Company (herein-after called "the Company") of the first part the local board of the district of Ravensthorpe in the county of York of the second part and the local board of the district of Thornhill in the county of York of the third part.

**WHEREAS** by an Act passed in the forty-eighth and forty-ninth years of Her present Majesty intituled the London and North-western Railway Act 1885 it was provided that subject to the provisions of the Act the Company might in the lines and according to the levels shown on the deposited plans and sections relating thereto execute certain works therein described and it was among other works specified that they might make in the township and parish of Mirfield and in the township and parish of Thornhill in the west riding of the county of York 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 And whereas the said new road authorised by the said Act is to be carried over a portion of the Calder and Hebble Navigation by a bridge and also over the Lancashire and Yorkshire Railway by another bridge and the said Act contains divers provisions with regard to the construction maintenance and repair of the said bridges by the Company And whereas it has been agreed by and between the Company and the said local board of the district of Ravensthorpe and the said local board of the district of Thornhill that the said road so authorised to be constructed under the said Act of Parliament shall be constructed for the public use upon and subject to the terms conditions stipulations and provisions herein-after expressed and that within a certain period from the completion of the said road as herein-after provided the same shall become a public highway maintainable and repairable by the inhabitants at large within the said districts of Ravensthorpe and Thornhill as herein-after provided And whereas the said local boards have each of them respectively with the consent of two thirds of their respective numbers agreed to pay to the Company within a certain period as herein-after provided the sum of one thousand pounds respectively as and for a portion of the expenses of making such road and bridges within their respective districts as appears by resolutions of the said boards passed respectively on the fifth day of November one thousand eight hundred and eighty-five and fifth



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day of November one thousand eight hundred and eighty-five Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the several sums of one thousand pounds to be paid to the Company by the said local board for the district of Ravensthorpe and of one thousand pounds to be paid to the Company by the said local board for the district of Thornhill within the period herein-after mentioned and of the other matters and things herein-after mentioned as respectively to be done and performed by the parties hereto respectively the said parties hereto do hereby for themselves respectively and their respective successors and assigns so far as the stipulations herein-after contained are to be observed and performed by the covenanting parties respectively and their respective successors and assigns mutually covenant and agree as follows that is to say:—

1. The Company shall proceed to obtain the necessary land under their statutory powers and shall make or procure to be made the said new road with the necessary bridges as provided by the said Act and as shown on the deposited plan subject to the limits of deviation and to the twenty-first and twenty-second sections of such Act and for that purpose the Company shall and will in a good substantial and workmanlike manner and with materials sufficient and proper of their several kinds execute perform and complete or cause to be executed performed and completed all and singular the works mentioned or referred to in the specification or shown on the drawings plans or sections hereto annexed or thereby respectively or by this agreement implied or to be therefrom reasonably inferred in and about the making forming and constructing the said road and bridges.

2. The width of the said road shall be 36 feet between the fences and the width of the roadway over the said bridges shall be at least 30 feet between the fences.

3. The whole of the said works shall be completed to the reasonable satisfaction of Charles Henry Marriott of Dewsbury aforesaid surveyor or other the surveyor appointed by the said local boards for the purpose of seeing to the proper execution of the said works (herein-after included in the term the surveyor) and the works shall be so completed within eighteen months from the commencement thereof.

4. The surveyor shall be entitled from time to time during the progress of the said works as and when he thinks fit to inspect the same upon notice in writing being given by the Company during the progress of the works to the surveyor to inspect the works the surveyor shall within three days proceed to inspect the same and shall if dissatisfied with the mode in which the same are executed within twenty-four hours after such inspection give notice to the Company of his dissatisfaction with the said works and the grounds thereof.

5. When the Company consider that the said works are completed they shall give notice in writing thereof to the surveyor who shall within seven days after the receipt of such notice by him inspect the works and shall if satisfied therewith after such inspection send to each of the said local boards a certificate in writing stating that the said works are completed to his satisfaction and shall at the same time transmit to the Company a copy of such certificate but if dissatisfied therewith shall send to the Company notice of such his dissatisfaction and the grounds thereof.



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6. The Company shall and will at their own expense within six months from the commencement of the works furnish to the local boards evidence to their reasonable satisfaction that they the Company have power either by themselves or in conjunction with the local boards to do all acts that may be necessary in order that the said road may be dedicated and vested in the said local boards as a public road.

7. Within the period of one calendar month from the date of completion of the said works to the reasonable satisfaction of the said surveyor the said local board of the district of Ravensthorpe will pay to the Company the sum of one thousand pounds as and for a portion of the expenses of making the said road and bridge within their district and within the same period the said local board of the district of Thornhill will pay to the Company the sum of one thousand pounds as and for a portion of the expenses of making the said road and bridges within their district.

8. Upon the expiration of such period of one calendar month as aforesaid or upon the payment of whichever of the said sums of one thousand pounds shall be last paid such part of the whole length and width of the said road including the roadways over and the approaches to the said bridges over the Calder and Hebble Navigation and the Lancashire and Yorkshire Railway but not the structures of such bridges as is situate in the district of each of the said local boards respectively shall be and become vested in the said local board in whose district it is situated for the purposes and to the extent to which public streets within their district are vested in urban sanitary authorities under the 149th section of the Public Health Act 1875 and the several parties hereto do hereby agree and declare that from that date the said road to the extent to which it is situated in each of the said districts respectively shall be and become a public highway repairable by the inhabitants at large within the said district in which it is so situate.

9. Until the said road shall become a highway repairable by the inhabitants at large in pursuance of the provisions herein-before contained the Company shall maintain and repair or cause to be maintained and repaired the said road to the satisfaction of the surveyor.

10. Notwithstanding that the said road shall become a public highway repairable by the inhabitants at large as aforesaid the Company shall and will at all times thereafter maintain and keep in good and substantial repair the said bridges respectively and all works connected therewith or necessary thereto in the same manner and to the same extent as is provided by sections 21 and 22 of the London and North-western Railway Act 1885 and if at any time the same are or either of them is out of such repair and are or is not so maintained and kept in repair as aforesaid then the local board within whose district such repairs shall become necessary may after giving fourteen days notice to the Company of their intention so to do execute such repairs as may be necessary in order to put the same and any works connected therewith in the state in which the same ought to be maintained by the Company in pursuance of this agreement and may recover the expense of such repair from the Company with full costs of suit in any court of competent jurisdiction but nothing herein contained shall in any way prejudice or affect the provisions of sections 21 and 22 of the London and North-western Railway Act 1885.



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11. The said local boards shall each of them within their respective districts have over the said road including therein the roadway over the said bridges and approaches thereto all powers and rights which an urban sanitary authority has in and over the surface and subsoil of a public street under the Public Health Act 1875 and shall accordingly have power to lay gas sewer and water pipes under the same and in addition the said local boards shall each of them within their respective districts have subject to the provisions of the said London and North-western Railway Act 1885 the right for themselves and also to grant to any company or corporation having statutory powers of gas or water supply to lay in manner prescribed by and to the reasonable satisfaction of the engineer of the Company for the time being gas and water pipes upon any part of the outside of the said bridges as well as under the roadway thereof Provided always that the same be not so placed as to cause any danger or obstruction to the passage under the said bridges or in anywise to interfere with the free and uninterrupted user of the said navigation or railway and provided always that the local board exercising such power as aforesaid shall repair and make good any damage that may be occasioned to the roadway or structure of either of the said bridges by or in consequence of the exercise of such power but nothing in this proviso contained shall be taken to qualify or affect the general liability of the Company to maintain and keep the said bridges approaches and works in a state of good repair as aforesaid and neither of the said local boards shall be liable to make good or indemnify the Company against any damage occasioned to the structure or roadway of either of the said bridges approaches or works through the exercise of any of the powers aforesaid if such damage would not have arisen had the said bridges approaches or works been maintained and kept in good repair by the Company but such damage shall in such case be considered as a want of repair under the provisions for the repair of the said bridges by the Company herein-before contained and the Company shall be bound to repair or pay for the repair of the same accordingly.

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12. The Company shall and will in the next Bill promoted by them in Parliament apply for and use their best endeavours to obtain the insertion of a clause therein vesting in the said local board of Thornhill for the purposes aforesaid and in accordance with the provisions of this agreement so much of the surface and subsoil of the said road as passes over the Lancashire and Yorkshire Railway or shall obtain the consent of the Lancashire and Yorkshire Railway Company to the same being so vested.

13. The Company shall and will along with the land to be granted to them by Edward Theodore Ingham Esquire for the purposes of the said road use their best endeavours to obtain from him and all other necessary parties (if any) a grant of easement to turn surface water from the drains mentioned in the first part of the specification annexed hereto into any of the open watercourses in the fields belonging to the said Edward Theodore Ingham adjoining or near the said road until the Thornhill Local Board shall have constructed a main sewer in the said road and also during such limited period as aforesaid the right to open and cleanse the said open watercourses when necessary.

14. At any time after the said road shall become a highway as aforesaid the Company and their successors shall upon the request of the Thornhill Local Board convey and transfer to them and their successors all or any of the easements and rights so to be acquired by the Company as aforesaid from the said Edward Theodore Ingham or granted to them for the purposes aforesaid.



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15. The Company shall insert in their next Bill in Parliament and use their best endeavours to obtain the passing of a clause confirming this agreement.

16. If any dispute or difference shall arise between the parties to this agreement touching or concerning the construction of this agreement or the said works (not herein-before otherwise provided for) such dispute or difference shall be referred to arbitration in the manner and subject to the provisions as to arbitrations contained in the Public Health Act 1875 which provisions shall be deemed to be incorporated in this agreement.

17. Each party to this agreement shall bear and pay their own costs of and incident to the preparation perusal and execution thereof.

18. This agreement shall be subject to such alterations as Parliament may think fit to make therein but if the committee on the Bill make any material alteration in this agreement it shall be competent to any of the parties hereto to withdraw from the same.

In witness whereof the common seals of the parties hereto have been hereunto affixed.

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THE SPECIFICATION HEREIN-BEFORE REFERRED TO.

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FIRST PART.

AS TO THE PORTION OF THE ROAD IN THORNHILL.

Surface water drains.

Surface water drains of 8-inch earthenware pipes to be constructed laid and pointed with clay at an average depth of 4 feet below the finished surface of road and cross drains of the like construction with gullies attached.

Gullies.

The gullies to be of the most improved construction.

Gulley grates.

The gulley grates to be 14 inches by 12 inches fixed with spindle to cast-iron frame The gullies and grates to be constructed and fixed on each side of the road not more than 50 yards apart with openings into the present watercourses in the fields adjoining the said road.

Ballasting for road.

The lower ballasting for road to be of the soundest local stone broken to pass through a 4-inch ring The whole to be laid on 1 foot in thickness and covered with dross.

Dross.

The dross to be from Ardsley or Thornhill or of equal quality hand broken to pass through a 2-inch ring laid on road 5 inches thick and covered with the best glass works ashes and rolled with a 10-ton roller.

Kerbing.

The kerbstone to be laid on the south-west side of the road to form a causeway 5 feet wide such kerbstone to be of the best Delph stone 10 inches by 8 inches.

Channelling.

A channel to be laid on the side of the causeway with 8-inch sets of best quality three courses of stone 21 inches in width.

Ashed causeway.

The best kind of glass bottle works ashes and laid on the ballast to form the causeway.

Fences.

Good and sufficient fences to be erected on both sides of the road.



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SECOND PART.

A.D. 1888.

AS TO THE PORTION OF THE ROAD IN RAVENSTHORPE.

This portion of road when raised to the level shown on the deposited plan to be constructed with the like material and in the same manner with drains gullies kerbstone and paved channel and in all respects like the portion of road in Thornhill.

The causeways on both sides of the road to be flagged with good 3-inch Causeways.  
Elland edge flags well laid and jointed.

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



The common seal of the local board for the district of Ravens-  
thorpe was hereunto affixed in the presence of  
MARMADUKE FOX  
Chairman.  
JOSEPH WATTS  
Solicitor  
Dewsbury.



The common seal of the Thornhill Local Board was hereunto  
affixed by order of the said board in the presence of  
WILLIAM CHARLES HANDLEY  
Clerk to the Board.



SECOND SCHEDULE.

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

No. on deposited Plans.	Parish.	Description of Property.
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STALYBRIDGE JUNCTION RAILWAY.

8	Ashton-under-Lyne	Pasture land rough ground slopes pond boiler-house brickkiln shed and road.
15	Ditto - - -	Rope-walk and shed.
5	Stockport - - -	Fireclay works sheds stables wharf store-yard outbuildings and telephone wire.
85	Ditto - - -	Schoolyard belonging to Saint Mark's Infant School.
89	Ditto - - -	Rough ground slope and ruins.
151	Ditto - - -	Mill goit.
176	Ditto - - -	Roadway and yard and mill goit under.



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Act, 1888.

A.D. 1888.

No. on deposited Plans.	Parish.	Description of Property.
STANEDGE NEW TUNNEL.		
12	Rochdale - -	Brook known as Court Brook.
13	Ditto - -	Rough land.
14	Ditto - -	Woollen mill dye-house warehouse boiler-house engine and premises and land.
15	Ditto - -	Garden and privy.
15A	Ditto - -	Field.
16	Ditto - -	Private road.
EDGE HILL AND SPEKE WIDENING.		
34A	Childwall - -	Field.
NORTH UNION RAILWAY WIDENING (EUXTON TO STANDISH).		
36A	Leyland - -	Orchard.
60	Ditto - -	Reservoir.
63	Ditto - -	Reservoir.
60	Standish - -	Bowling green pasture land and garden.
61	Ditto - -	Orchard.
86	Ditto - -	Colliery sidings and embankments.
86A	Ditto - -	Colliery sidings and embankments.
99	Ditto - -	Garden.
99A	Ditto - -	Farmyard.
149	Ditto - -	Siding and vacant land.
150	Ditto - -	Sidings and vacant land.
162	Ditto - -	Field.
163	Ditto - -	Bowling green.
164	Ditto - -	Garden.
185	Ditto - -	Colliery ground and works sidings office and weighing machine brook and telephone post and wire.
185A	Ditto - -	Sidings.
204	Ditto - -	Colliery works and lands pasture land weighing machine and office yard sidings telephone post and wire and public footpath.
207	Ditto - -	Pasture land and culvert pumping engine-house pond and brook.
215	Ditto - -	Colliery siding.
219	Ditto - -	Colliery sidings.
219A	Ditto - -	Colliery land sidings workshops and pond.
219C	Ditto - -	Siding.
BRIDGE AND LANDS AT WIGAN.		
1	Wigan - -	Rough land.



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THIRD SCHEDULE.

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A.D. 1888.

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SUPERFLUOUS LANDS.

Parish of St. Leonard, Bromley.  
Lancaster and Preston Junction Railway.  
Lancaster and Carlisle Railway.  
Manchester and Huddersfield Railway.  
Leeds and Dewsbury Railway.  
Merthyr Extension Railway.  
Swansea Lines.  
Sirhowy Railway.  
Huyton and St. Helen's Railway.  
Kendal and Windermere Railway.  
Morecambe Bay Branch.  
Little Hulton and Little Hulton Extension Railway.  
Ingleton Branch.

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