**CHAPTER cxlviii.**

An Act to confer further powers upon the Manchester Sheffield and Lincolnshire Railway Company the Metropolitan Railway Company the Wirral Railways Committee the Liverpool St. Helens and South Lancashire Railway Company the Wrexham Mold and Connah's Quay Railway Company and the Cheshire Lines Committee to change the name of the Wirral Railways Committee and for other purposes.

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[6th July 1895.]

**W**HEREAS it is expedient that the Manchester Sheffield and Lincolnshire Railway Company (herein-after called "the Company") should be authorised to construct the railways deviation railway and other works herein-after described and to abandon the portions of railways and road herein-after described :

And whereas it is expedient that the Company should be authorised to raise additional capital as herein-after provided :

And whereas an agreement a copy of which is set forth in the schedule to this Act has been entered into between the Company and the Metropolitan Railway Company with reference to the construction by the Metropolitan Railway Company of the Railway No. 8 herein-after described and it is expedient that effect should be given to such agreement in the manner herein-after provided :

And whereas it is expedient that the name of the Wirral Railways Committee acting in pursuance of the Wirral Railway Transfer Act 1889 should be changed and that they should henceforth be called "the Dee and Birkenhead Committee" :

And whereas it is expedient that the Company and the said committee (herein-after called "the Dee and Birkenhead Committee") should respectively be authorised to acquire additional lands for the purposes of their respective undertakings :

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And whereas it is expedient that the said committee should be authorised to construct the works herein-after described :

And whereas it is expedient that the times limited by several Acts relating to the Company for the compulsory purchase of lands and the completion of railways should be further extended :

And whereas it is expedient that the times limited by the Cheshire Lines Act 1890 for the completion of the railways authorised by that Act and described in section 8 thereof should be further extended :

And whereas it is expedient that the times limited by the Manchester Sheffield and Lincolnshire Railway Act 1893 (herein-after called "the Act of 1893") for the compulsory purchase of lands required for the purposes of the railways and works authorised by the St. Helens and Wigan Junction Railway Act 1886 and for the completion of those railways should be further extended :

And whereas it is expedient that the time limited by the Act of 1893 for the completion of the railways authorised by the Wirral Railway Certificate 1883 (other than the railways and portion of railway by the Wirral Railway Act 1888 directed to be abandoned) and also of the railways authorised by the Wirral Railway Act 1884 the Wirral Railway Act 1885 and the Wirral Railway Act 1888 (other than Railway No. 6 authorised by the Wirral Railway Act 1885 and by the Wirral Railway Act 1888 directed to be abandoned) and the Wirral Railway Act 1890 should be further extended :

And whereas it is expedient that the time limited by the Act of 1893 for the exercise of the powers granted to the Wrexham Mold and Connah's Quay Railway Company to form junctions with the London and North Western Railway near Connah's Quay in the county of Flint authorised by sub-sections 8 and 10 of section 4 of the Wrexham Mold and Connah's Quay Railway Act 1882 should be further extended :

And whereas it is expedient that powers should be granted to the Company to run over and use the railways of the East and West Junction Railway and the Evesham Redditch and Stratford-upon-Avon Junction Railway :

And whereas it is expedient that such further powers as are herein-after contained should be granted to the Company :

And whereas plans and sections showing the lines and levels of the railways deviation railway and other works authorised by this Act 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 and plans of the other lands by this Act

authorised to be taken by compulsion with books of reference thereto were duly deposited with the respective clerks of the peace for the counties of Nottingham county of the town of Nottingham and the counties of Northampton Leicester Chester Lincoln Middlesex London and West Riding of the county of York and are herein-after respectively referred to as the deposited plans sections and books of reference :

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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 :—

1. This Act may be cited as the Manchester Sheffield and Lincolnshire Railway Act 1895. Short title.

2. The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 Part. I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863 and Part IV. (change of name) of the Companies Clauses Act 1863 as amended by any subsequent Acts are except where expressly varied by this Act incorporated with and form part of this Act. Incorporation of Acts.

3. The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to— Applying certain provisions of Companies Clauses Acts.

- The distribution of the capital of the Company into shares ;
- The transfer or transmission of shares ;
- The payment of subscriptions and the means of enforcing the payment of calls ;
- The forfeiture of shares for non-payment of calls ;
- The remedies of creditors of the Company against the shareholders ;
- The borrowing of money by the Company on mortgage or bond ;
- The conversion of the borrowed money into capital ;
- The consolidation of the shares into stock ;
- The general meetings of the Company and the exercise of the right of voting by the shareholders ;
- The making of dividends ;
- The giving of notices ; and
- The provision to be made for affording access to the special Act

and Parts I. II. and III. of the Companies Clauses Act 1863 (relating respectively to the cancellation and surrender of shares to

A.D. 1895. — additional capital and to debenture stock) are (except where expressly varied by this Act) incorporated with and form part of this Act and shall apply to the Company and to the capital by this Act authorised to be raised by them.

Interpretation.

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

“The Company” means the Manchester Sheffield and Lincolnshire Railway Company;

“The Metropolitan Company” means the Metropolitan Railway Company;

“The railway” “the railways” mean respectively the railways deviation railway and other works by this Act authorised;

“The Act of 1866” means the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1866;

“The Act of 1885” means the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1885;

“The Act of 1888” means the Manchester Sheffield and Lincolnshire Railway (New Railways) Act 1888;

“The Act of 1893” means the Manchester Sheffield and Lincolnshire Railway Act 1893;

“The Extension to London Act 1893” means the Manchester Sheffield and Lincolnshire Railway (Extension to London &c.) Act 1893;

“The Act of 1894” means the Manchester Sheffield and Lincolnshire Railway Act 1894;

“The Dee and Birkenhead Committee” means the committee now acting under the name of the Wirral Railways Committee:

And for the purposes of this Act 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 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 the expressions “parish clerks” and “clerks of the several parishes” in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or places within the metropolis as defined by the Metropolis Management Act 1855 in which by the Standing Orders of

either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk to the district board for the district in which the parish or place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks to those district boards respectively.

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5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways deviation railway and works herein-after described with all proper stations sidings approaches works and conveniences connected therewith respectively and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose The railways and other works herein-before referred to and authorised by this Act are—

Power to  
make  
railways.

A Railway (No. 1) five furlongs five chains in length commencing in the parish of Bestwood Park in the county of Nottingham by a junction with the Leen Valley Railway of the Great Northern Railway Company and terminating in the parish of Bulwell in the county of the town of Nottingham ;

A Railway (No. 2) three furlongs in length wholly in the parish of Bulwell in the county of the town of Nottingham commencing at the termination of the Railway No. 1 and terminating by a junction with the Railway No. 1 authorised by the Extension to London Act 1893 ;

A Railway (No. 3) three furlongs 0·7 chains in length wholly in the parish of Bulwell in the county of the town of Nottingham commencing at the point of termination of the Railway No. 1 and terminating by a junction with the Railway No. 1 authorised by the Extension to London Act 1893 ;

A Railway (No. 4) three furlongs nine chains in length wholly in the parish of Basford in the county of the town of Nottingham commencing by a junction with the Railway No. 1 authorised by the Extension to London Act 1893 and terminating by a junction with the Derby and Stafford Railway of the Great Northern Railway Company ;

A Railway (No. 5) two miles two furlongs 4·5 chains in length commencing in the parish of Wilford in the county of Nottingham by a junction with the Railway No. 1 authorised by the Extension to London Act 1893 and terminating in the parish of Ruddington in the same county by a junction with the Deviation Railway No. 1 authorised by the Act of 1894 ;

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- A Railway (No. 6) one mile five furlongs 5·5 chains in length commencing in the parish of Wilford in the county of Nottingham by a junction with the Railway No. 1 authorised by the Extension to London Act 1893 and terminating in the parish of Ruddington in the same county by a junction with the Deviation Railway No. 1 authorised by the Act of 1894 ;
- A Railway (No. 7) two miles four chains in length wholly in the parish of Gotham in the county of Nottingham commencing by a junction with the Deviation Railway No. 1 authorised by the Act of 1894 and terminating in a field numbered 384 on the ordnance map of Nottinghamshire sheet XLV. 12 scale  $\frac{1}{2500}$  ;
- A Railway (No. 10) one furlong 8·80 chains in length being a widening of the Company's railway from Retford to Gainsborough over the River Trent commencing by a junction with that railway in the parish of Bole in the county of Nottingham and terminating by a junction with the same railway in the parish of Gainsborough in the county of Lincoln ;
- A Railway (No. 11) two furlongs 1·66 chains in length being a widening of the Company's Leverton Branch Railway over the River Trent commencing in the parish of Rampton in the county of Nottingham by a junction with that branch railway and terminating by another junction with the same railway in the parish of Torksey in the county of Lincoln ;
- A deviation of a portion of Railway No. 12 authorised by the Extension to London Act 1893 commencing by a junction with the Railway No. 8 authorised by that Act at a point on that railway one mile seven furlongs seven chains or thereabouts measuring from the commencement of that railway on the plans thereof deposited with the clerk of the peace for the county of London and terminating by a junction with the said Railway No. 12 at or near a point on that railway marked and measured on the said deposited plans two furlongs seven chains or thereabouts from the commencement thereof which deviation railway will be wholly situate within the parish of St. Marylebone and county of London.

Power to  
Metropolitan  
Company to  
make Rail-  
way No. 8.

6. Subject to the provisions of this Act the Metropolitan Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railway hereinafter 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 as may be required for that purpose The railway herein-

before referred to and authorised by this Act to be made by the Metropolitan Company is— A.D. 1895.

A Railway (No. 8) five miles two furlongs 6·20 chains in length commencing by a junction with the Metropolitan Railway in the parish of Harrow-on-the-Hill in the county of Middlesex and terminating in the parish of St. John Hampstead in the county of London by a junction with the Railway No. 8 authorised by the Extension to London Act 1893.

7. The Company shall abandon the construction of the following portions of railway (that is to say) :— Power to  
abandon  
portions of  
certain  
railways.

Railways No. 2 and No. 3 authorised by the Act of 1885 ;

Railway No. 1 authorised by the Act of 1888 ;

So much of Railway No. 12 authorised by the Extension to London Act 1893 as will be rendered unnecessary by the construction of the deviation of the portion of that railway by this Act authorised.

8. The Company shall abandon the construction of so much of the new Road No. 7 in the parish of St. Marylebone and county of London authorised by the Extension to London Act 1893 as is situate between the north-western corner of Harewood Square and a point at or near the building numbered 577 in the said parish upon the plans deposited with the clerk of the peace for the county of London with reference to that Act. Power to  
abandon  
portion of  
new road  
No. 7 St.  
Marylebone.

9. The abandonment by the Company under the authority of this Act of any portion of any railway or road shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway or road and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 the Act of 1885 the Act of 1888 or the Extension to London Act 1893. Compensa-  
tion for  
damage to  
land by  
entry &c.  
for purposes  
of railways  
or road  
abandoned.

10. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of railway or road authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase Compensa-  
tion to be  
made in  
respect of  
portions of  
railways or  
road  
abandoned.

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

Power to  
cross certain  
roads on the  
level.

11. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the Railway No. 7 carry the same with a single line only whilst that railway shall consist of a single line and afterwards with a double line only across and on the level of the roads next herein-after mentioned (that is to say):—

No. on Deposited Plans.	Parish.	Description of Road.
30	Gotham - - - -	Public.
41A	Gotham - - - -	Public.

Power to  
divert roads  
as shown on  
deposited  
plans.

12. Subject to the provisions of this Act the Company may divert the public highways herein-after mentioned in the manner shown upon the deposited plans and sections 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 (that is to say):—

A diversion wholly in the parish of St. Marylebone in the county of London of a portion of the new Road No. 7 authorised by the Extension to London Act 1893 ;

A diversion wholly in the parish of St. Marylebone in the county of London of the diversion of North Bank authorised by the Extension to London Act 1893 throughout the whole length thereof shown on the plans deposited with the clerk of the peace for the county of London with reference to the Railway No. 8 authorised by that Act ;

A diversion of portions of two public streets called Cromford Street and Derwent Street in the parish of St. Mary in the county of the town of Nottingham ;



A diversion of the public road leading from Bunny to East Leake wholly in the parish of East Leake in the county of Nottingham;

A diversion of the public road leading from Dunton Bassett to Ashby Magna in the parishes of Dunton Bassett and Ashby Magna in the county of Leicester:

A diversion of the public road leading from Whetstone to Narborough in the parish of Whetstone in the county of Leicester:

Provided that before closing Alpha Road and Grove Gardens under the powers of the Extension to London Act 1893 the Company shall construct and complete to the reasonable satisfaction of the London County Council the said new Road No. 7 as diverted under the powers of this Act of a clear width not less than sixty feet throughout. Provided also that no part of that road shall be constructed with a gradient steeper than that shown on the deposited sections relative to that road as diverted under the powers of this Act:

The said road shall be formed paved and completed with all proper sewers gullies channels and lamp-posts to the reasonable satisfaction of the London County Council:

Provided also that the Company shall not stop up any part of North Bank in the said parish of St. Marylebone until they shall have completed to the satisfaction of the London County Council the new road between North Bank and Lodge Road in that parish as shown on the deposited plans and sections and the width of carriage-way and foot-way of such street shall not be less than forty feet.

**13.** Subject to the provisions of this Act the Company may stop up and cause to be discontinued as streets roads and footpaths the streets roads and footpaths next herein-after described viz. :—

Company  
may stop  
up certain  
roads and  
footpaths.

Hill Street in the parish of St. Marylebone in the county of London at its southern outlet into Boston Street for a length of ten yards or thereabouts;

A footpath in the parish of Harrow-on-the-Hill in the county of Middlesex for its whole length such footpath commencing by a junction with the public road running from Wembley Farm past Preston House to Preston at a point two hundred and thirty-five yards or thereabouts measuring in a north-easterly direction along that public road from the northern end of Preston House running thence in a southerly direction crossing the Metropolitan Railway and terminating by a junction with the said public road at a point on that road three hundred and

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six yards or thereabouts measuring in a northerly direction along that road from the cross-roads at Wembley Farm;

The following roads or some of them or some part thereof wholly in the parish of Brackley St. Peter in the county of Northampton viz. the road numbered 6 in the said parish on the plans of Railway No. 4 authorised by the Extension to London Act 1893 deposited with the clerk of the peace for the county of Northampton with reference to that Act for a length of one hundred and sixty yards or thereabouts measuring in a north-easterly direction along such road from the point of intersection of the roads numbered 6 9A and 10 respectively on the said plans and also the said Road No. 10 for a length of one hundred yards or thereabouts measuring in an easterly direction along such road from the same point of intersection And the Company may construct instead thereof (A) a new or substituted road commencing at the said point of intersection of the roads numbered 6 9A and 10 running in an easterly direction for a length of one hundred yards or thereabouts and terminating in the field numbered 8 in the said parish on the said plans at a point midway or thereabouts between the two Roads Nos. 6 and 10 aforesaid and (B) a new or substituted road commencing by a junction with the said public Road No. 6 at a point one hundred and sixty yards or thereabouts measuring in a north-easterly direction along such Road No. 6 from the said point of intersection and terminating by a junction with the said Road No. 10 at a point one hundred yards or thereabouts measuring in an easterly direction along such Road No. 10 from the said point of intersection;

Provided that the Company shall before stopping up or causing to be discontinued the said portion of Hill Street in the parish of St. Marylebone construct to the reasonable satisfaction of the London County Council a new road having a width of not less than thirty feet to form a means of communication between Hill Street and Upper Gloucester Place in the said parish of St. Marylebone.

Appropriation of sites of roads &c. stopped up.

14. When and so soon as each of the said streets roads and footpaths 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 railways appropriate and use for the purposes of their undertaking the site of the streets roads and footpaths stopped up so far as the same are bounded on both sides by the lands of the Company.

**15.** The sections of the Extension to London Act 1893 which are enumerated and referred to in the next following table are incorporated with and form part of this Act and shall extend and apply to the works by this Act authorised within the county of London as fully and effectually to all intents and purposes as if those sections had been repeated and expressly enacted in this Act with reference thereto:—

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Extension to  
this Act of  
sections 94-  
100 of  
Extension  
to London  
Act 1893.

Number of Section.	Marginal Note of Section.
94	Bridges under roads in the county of London.
95	Bridges over roads in the county of London.
96	Plans &c. of bridges to be submitted to the London County Council.
97	As to alteration of main sewers in parish of St. Marylebone.
98	For protection of sewers in the Metropolis.
99	Exhibition of placards.
100	Buildings not to be brought beyond general line &c.

**16.** For the protection of the Portman Estate the following provisions shall have effect (that is to say):—

For pro-  
tection of the  
Portman  
Estate.

- (1) In this section the expression "the Portman Estate" means the estate of which the Right Honourable William Henry Berkeley Viscount Portman is or claims to be now tenant for life in the said parish of St. Marylebone and the expression "the owner" means the Viscount Portman and includes his heirs sequels in estate and assigns owners for the time being of the houses buildings and lands forming the said estate;
- (2) The front of all buildings fronting on the Portman Estate shall be of a reasonably ornamental character to the satisfaction of the surveyor of the owner and in case of difference the same shall be determined by arbitration in manner herein-after provided;
- (3) So much of the Portman Estate as the Company require to purchase either under this Act or the Extension to London Act 1893 shall be purchased at one and the same time Provided that in the event of any land being omitted by oversight or by reasonable change of plans the Company shall not be precluded from serving a further notice to treat in respect of such lands;
- (4) So much of section 128 of the Lands Clauses Consolidation Act 1845 as exempts from the operation thereof lands situate in a town or lands built upon or used for building purposes shall not extend or apply to any portion of the Portman Estate

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acquired by the Company and any portion of that estate so acquired and not at the expiration of ten years from the passing of this Act required by the Company for the purposes of the undertaking of the Company by this Act authorised shall be offered by the Company for sale to the owner and sections 129 to 131 of that Act shall apply to and in relation to such offer of sale as if the same had been an offer of sale made in pursuance of that Act Provided that such sale shall be at the fair market price at the time of such offer ;

(5) The Company and the owner may agree for the variation of any works to be done under this section for the protection of the owner or the Company ;

(6) Notwithstanding anything in this Act contained the Company shall not stop up the south end of the street called Hill Street in the parish of St. Marylebone aforesaid under the powers of this Act until they have completed and opened for traffic a new street not less than thirty feet wide from Hill Street aforesaid to Park Road in the same parish which new street where it joins Hill Street shall be on the same level as that street and shall be in a line parallel with the new Road No. 6 authorised by the Extension to London Act 1893 ;

(7) If any difference arise between the Company and the owner touching anything to be done or not to be done under the provisions of this section such difference shall be settled by a surveyor to be appointed (unless otherwise agreed on) upon the application of either of the parties in difference by the President of the Institute of Surveyors and the costs of the reference and determination shall be borne as he shall direct.

For protection of  
the Trustees  
of Mount  
Zion Chapel  
Hill Street.

17. Notwithstanding anything in this Act contained the Company shall not without the consent in writing of the Trustees of Mount Zion Chapel situate in the street called Hill Street in the parish of St. Marylebone in the county of London enter upon take or use the properties numbered respectively 2185 2184 and 2183 on the plans deposited in the month of November 1894 with the clerk of the peace for the county of London in respect of the intended diversion of a portion of the new Road No. 6 authorised by the Extension to London Act 1893 or any of them neither shall the Company stop up the south end of the said street under the powers of this Act until they have completed and opened for traffic a new street not less than thirty feet wide from Hill Street aforesaid to Park Road in the same parish which new street where it joins Hill Street shall be on the same level as that street and shall be in a line

parallel with the new Road No. 6 authorised by the Extension to London Act 1893. A.D. 1895.

18. For the protection of the parish of St. Marylebone the following provisions shall have effect:—

For protection of the parish of St. Marylebone.

- (1) The flags paving stones and other materials of any road or street in the said parish which shall be stopped up or diverted or interfered with by the Company in the execution of the works by this Act authorised shall remain and be the property of the vestry ;
- (2) The Company shall not break up or disturb any road or highway footpath or place under the control of the vestry of the said parish unless at least seven days' previous notice in writing of their intention so to do specifying the road highway footpath or place intended to be broken up or disturbed be given to the surveyor of such vestry or left for him at the offices of the said vestry and when the Company shall break up or disturb any such road highway footpath or place they shall so soon as the works affecting it are completed restore the road highway footpath or place to as good a condition as it was in when it was broken up or disturbed under the superintendence and to the reasonable satisfaction of the surveyor of the vestry and the Company shall keep the same in repair for twelve months thereafter and if the Company shall fail to restore the road highway footpath or place within the prescribed twelve months the vestry may restore the road highway footpath or place and recover the expenses from the Company ;
- (3) The Company shall to the reasonable satisfaction of the surveyor of the vestry restore all sewers drains and pipes in the roads highways and public places which shall be broken up destroyed or damaged in the execution of the works by this Act authorised or provide instead other proper and sufficient sewers drains and pipes ;
- (4) The Company shall from time to time maintain pave repair and cleanse and light the new roads and diversions of roads over any part of their railway and works by this Act authorised to be made in the parish of St. Marylebone to the reasonable satisfaction of the vestry of the said parish ;
- (5) Any difference which may arise between the vestry and the Company or their respective engineers under the provisions of this Act shall (unless otherwise agreed) be referred to the decision of an arbitrator to be appointed on the application of

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either party by the President for the time being of the Institute of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration;

(6) The Company shall not commence nor execute the diversion of the said new Road No. 7 or the diversion of the diversion of North Bank authorised by the Extension to London Act 1893 until they have given twenty-one days' notice to the surveyor of the vestry of their intention to commence the same by leaving such notice for him at the offices of the said vestry with plans sections and other particulars of the construction of such diversions and until the vestry shall have signified their approval or disapproval or other directions within twenty-one days after service of such notice and delivery of such plans sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said surveyor in the execution and subsequent maintenance of the said diversions and all such works shall be done to the reasonable satisfaction of the vestry at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the vestry may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid by the Company to the vestry on demand. Provided that nothing in this Act shall in any manner authorise or empower the Company to carry out the diversion of North Bank into Lodge Road otherwise than in a uniform curve or so that any portion of such curve shall be less than  $3\frac{1}{2}$  chains radius;

(7) Section 48 of the Extension to London Act 1893 (the marginal note of which section is "Section 133 of the Lands Clauses Consolidation Act 1845 to include general district and other rates") shall extend and apply to all property to be acquired under this Act in the parish of St. Marylebone as fully and effectually to all intents and purposes as if that section had been repeated and expressly inserted in this Act with reference to such property.

For protection of the roads in the county of Middlesex.

19. The Company shall execute the works by this Act authorised so far as the same affect any main roads in the county of Middlesex as defined by the Highways and Locomotives (Amendment) Act 1878 or any highway in the said county and so far as any such works affect any bridge to be erected in the said county for carrying a highway over the railways or the approaches thereto or any such

bridge to be erected for carrying the railway over a highway subject to the following conditions namely :— A.D. 1895.

(A) The Company shall not commence nor execute any works as aforesaid until they have first delivered to the Surveyor of Middlesex County Bridges plans drawings and specifications of the works intended to be executed nor until the same plans drawings and specifications shall have been examined and approved of by the said surveyor by writing under his hand Provided always that if the said surveyor shall fail to approve of the works for one month after the plans drawings and specifications thereof shall have been delivered to him then the Company shall not execute nor commence any such works as aforesaid unless and until plans drawings and specifications thereof shall have been examined and approved of by an engineer to be appointed by the Board of Trade on the application of the Company ;

(B) The Company shall execute all such works as aforesaid at their sole expense and under the superintendence and to the reasonable satisfaction of the said Surveyor of Middlesex County Bridges whose reasonable charges incident to the approval of the said plans drawings and specifications and to the superintendence of the works shall be paid by the Company and the Company shall at the like expense subsequently maintain the same and all necessary works connected therewith in good substantial condition and to the reasonable satisfaction of the said surveyor.

**20.** The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Nottingham (in this section referred to as "the corporation") shall with reference to the railways and works and lands within that borough authorised by this Act to be constructed and acquired have effect (that is to say) :—

For pro-  
tection of  
the corpora-  
tion of  
Nottingham.

(1) In this section the expression "railway" means the railways and works authorised by this Act to be made in the borough of Nottingham and the expression "street" has the same meaning as that assigned to it by the Public Health Act 1875 ;

(2) The Company shall not under the powers of this Act enter upon take or use either temporarily or permanently any portion of the Bulwell Forest except so much thereof as is delineated and coloured red on the plan signed by Edward Parry on behalf of the Company and Arthur Brown on behalf of the corporation and the Company shall not construct the railways

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numbered 1 2 and 3 by this Act authorised so far as the same affect the said forest except in the lines delineated on the said plan Before constructing the said railways or stopping up any of the roads in the said forest the Company shall construct the road diversions shown on the said plan and the said Railway No. 1 shall be carried over the road diversion leading from the town of Nottingham to Hucknall by means of a bridge having a span of forty feet and a headway of sixteen feet and in other respects constructed and maintained in accordance with the provisions of this Act;

- (3) The Company shall for the purpose of giving access to the said forest construct at or near the point marked four furlongs on the said plan a bridge having a span of twenty feet and a headway of twelve feet and in other respects constructed and maintained in accordance with the provisions of this Act and shall close the opening of the said bridge by such gates and fencing as the borough engineer may prescribe;
- (4) The Company shall not in the construction of the Railway No. 4 by this Act authorised enter upon take or interfere with any part of the public highways known as Hucknall Road and Dob Park Lane;
- (5) In the construction of Railway No. 4 by this Act authorised the Company shall construct a bridge for the purpose of carrying the railway under a road intended to be made by the corporation from Dob Park Lane to Bulwell The Company shall pay the corporation on demand the additional cost involved in the making of such road in consequence of the construction of the railway such additional cost to be ascertained by the borough engineer and the engineer of the Company;
- (6) The Company shall grant to the corporation without payment so much of the land situate on the east side of Milton Street as may under this Act be acquired by them for making the said street of the width of sixty feet where it adjoins the said land;
- (7) The Company shall not enter upon take or use any portion of the lands which they are by this Act authorised to take and bounded by William Street on the north by Windsor Street on the east by Cambridge Street on the west and by St. Ann's Street on the south unless they acquire the interests of the corporation in the whole of the lands bounded as aforesaid and for that purpose all such lands shall be deemed to be delineated



on the deposited plans and described in the deposited books of reference;

- (8) 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 of Nottingham seven clear days' notice in writing of their 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;
- (9) The abutments and foundations of all bridges over any street shall be carried to such depth below the surface thereof as shall reasonably be required by the borough engineer so as to allow the corporation to lay down renew or repair any sewer water or gas main or pipe in such streets;
- (10) The parapets of the said bridges carrying the railway over or under streets shall be at least six feet in height from the level of the rails or the street as the case may be throughout the entire crossing of the street and a fence of the same height as the parapet shall be continued to the boundary of the adjoining houses or for a distance of twelve yards on each side of the bridge;
- (11) The Company shall not without the consent of the corporation in writing signified under the hand of the town clerk of Nottingham alter the level of any street in the borough;
- (12) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 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 word "company" or "society" is used the same shall for the purposes of this Act be held to extend to and include the corporation;
- (13) Whenever it may be necessary to intercept or interfere with any sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved 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 the corporation at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with

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and in such manner as shall be reasonably approved by the corporation;

(14) 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 down additional mains or pipes such additional mains or pipes (of the same size and description as those previously in use) shall previous to the severance or interference be laid down by the corporation at the expense of the Company;

(15) 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 or apparatus the Company shall repay to the corporation such additional cost;

(16) In case it shall be necessary to construct the railway over any sewer drain gas or water main of the corporation provision shall be made to the satisfaction of the corporation for protecting such sewer drain gas or water main from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair;

(17) The flags paving stones and other materials in any road or street in the borough which shall be stopped up or diverted or interfered with by the Company in the execution of the works by this Act authorised shall remain and be the property of the corporation and may be used as far as the borough engineer may consider practicable without payment in the construction of any new street or diversion in this section mentioned;

(18) All new roads required to be made by the Company under this Act shall be made to the reasonable satisfaction of the borough engineer and such roads shall when made be public highways and be maintained and kept in repair by the Company for a period of one year;

(19) 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;

(20) The Company shall not permit any of their bridges or works or any of their walls parapets or screens on the sides thereof facing any public street to be used for the posting of bills or

other advertising purposes except bills relating exclusively to the business of the Company ; A.D. 1895.

(21) 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 ;

(22) 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 section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and the costs of the reference shall be borne as such arbitrator shall direct.

**21.** The Great Northern Railway Company shall have and may exercise over and in respect of Railways Nos. 1 2 3 and 4 by this Act authorised the same powers and privileges as under the agreement of the thirtieth day of January one thousand eight hundred and ninety-two scheduled to and confirmed by the Extension to London Act 1893 they have and may exercise over the railways of the Company west of the Great Northern Railway Company's main line and the provisions of that agreement shall extend and apply to and in relation to the said Railways Nos. 1 2 3 and 4 accordingly And in respect of Railways Nos. 10 and 11 (widenings at Gainsborough and Torksey respectively) by this Act authorised the Great Northern Railway Company shall have and may exercise over those railways or widenings the same powers and privileges as they possess over and in respect of the existing portions of the Company's railways so authorised to be widened.

For protection of the Great Northern Railway Company.

**22.** The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the Railways Nos. 1 and 8 hereby authorised and with respect to the making and maintaining of those Railways shall unless with the previous consent of the Midland Railway Company (herein-after called "the Midland Company") in writing under their common seal be exercised only subject to and in accordance with the following provisions:—

For protection of the Midland Railway Company.

(1) The Company shall not without the previous consent of the Midland Company in writing under their common seal take use enter upon or interfere with any land railway siding or other work from time to time belonging to or worked by that Company except only so far as shall be necessary for the purpose of making and maintaining the said Railway No. 8 as the same is according to this Act to be constructed ;

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- (2) With respect to the land of the Midland Company which the Company is by this Act authorised to take use enter upon or interfere with for the purposes of the said Railway No. 8 the Company shall not purchase or take the same but the Company may purchase and take and the Midland 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 ;
- (3) The abutments of the bridge carrying Railway No. 8 under the Midland Railway in the parish of Willesden in the county of Middlesex shall be constructed of a sufficient width to carry four lines of railway and the design and method of construction of the said bridge shall in all things be subject to the approval of the principal engineer for the time being of the Midland Company ;
- (4) If at any time hereafter the Midland Company shall widen their railway and shall give notice to the Company that for the purpose of such widening they require the bridge carrying Railway No. 8 under the Midland Railway to be widened to any extent not exceeding twenty-eight feet the Company shall forthwith at their own expense widen such bridge accordingly and the provisions of this enactment so far as they are applicable shall apply to such widening ;
- (5) The said Railway No. 8 where the same will be made under or will otherwise interfere with any railway siding or other work belonging to or worked by the Midland Company shall subject to the foregoing provisions of this enactment be constructed according to plans sections and specifications to be previously approved by the principal engineer for the time being of the Midland Company who shall report thereon within one month after the same shall have been submitted to him and any difference thereon between him and the principal engineer for the time being of the Company shall (subject as aforesaid) be determined by arbitration in manner herein-after provided ;
- (6) The Company shall take all possible precaution in the execution of their works to prevent any interference with the free uninterrupted and safe use in the ordinary manner and at the ordinary rate of speed of any railway siding or other work belonging to the Midland Company ;
- (7) The Company shall bear and on demand pay to the Midland Company the expense of the employment by that Company during the execution of any work affecting any railway siding

or other work of that Company of a sufficient number of inspectors watchmen and signalmen to be appointed by that Company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise;

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- (8) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding or other work of the Midland Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Midland Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction And if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Midland Company by reason of any of the matters or causes aforesaid the Company shall pay to the Midland Company all costs and expenses to which that Company may be put as well as full compensation to be recoverable with full costs by that Company from the Company in any court of competent jurisdiction ;
- (9) The Company shall at all times maintain the bridge or other works by which their railway is carried under the railways sidings or other works of the Midland Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of that Company And if and whenever the Company fail so to do the Midland Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as that Company reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may be recovered with full costs by the Midland Company from the Company in any court of competent jurisdiction ;
- (10) If any difference shall arise between the Company and the Midland Company as to the true intent and meaning of this

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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 Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For protection of the London and North Western Railway Company.

**23.** The following provisions for the protection of the London and North Western Railway Company (herein-after called "the North Western Company") shall apply and have effect:—

- (1) The Company shall construct the works by this Act authorised so far as the same pass over adjoin or affect the railways lands or works of the North Western Company in such lines within the limits of deviation shown on the deposited plans as shall be approved by Francis Stevenson or other the principal engineer for the time being of the North Western Company (herein-after referred to as "the said principal engineer") and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North Western Company and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railways of the North Western Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the North Western Company full compensation in respect thereof to be recovered with full costs in any court of competent jurisdiction;
- (2) The Company shall carry Railway No. 8 where the same is intended to cross over the Hampstead Junction Railway of the North Western Company by means of a wrought iron or steel girder bridge with wrought iron flooring of two clear spans of not less than twenty-six feet each measured on the square each of such spans to have a clear headway throughout of not less than fourteen feet six inches above the upper surface of the rails of the said Hampstead Junction Railway at the said point of crossing and the Company shall for ever maintain such headway;
- (3) If by reason of the construction of the said Railway No. 8 hereby authorised it shall become necessary to add to or alter the signal or signals upon the said railway of the North Western Company the same shall be so added to or altered by the North Western Company and the reasonable expense thereof shall be repaid to that company by the Company;
- (4) The Company shall construct the said Railway No. 8 where the same shall pass over the said Hampstead Junction Railway of the North Western Company and all the works both temporary and permanent necessary and incident to the construction

thereof so far as they affect the property and works of the North Western Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the said principal engineer and the Company shall not commence the construction of the said portion of railway or enter upon or interfere with any land works or property belonging to or used by the North Western Company until such plans sections and specifications have been so submitted and approved. Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said principal engineer and the engineer of the Company failing to agree or of any difference arising between them then the said portion of railway and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the North Western Company by the President for the time being of the Institution of Civil Engineers;

- (5) The said portion of railway and all works necessary or incident to the construction thereof or affecting the property or works of the North Western Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the satisfaction of the said principal engineer;
- (6) The Company shall not (except with the previous consent of the North Western Company under their common seal) purchase or acquire any lands or property of the North Western Company and numbered 354 and 356 on the deposited plans for the parish of St. John Hampstead but the Company may purchase and take and the North Western Company shall sell and grant accordingly an easement or right of using so much of the lands of the latter company numbered 354 as aforesaid as may be necessary for the construction of Railway No. 8 by this Act authorised in accordance with the provisions of this section;
- (7) During the construction of the said portion of railway across and adjoining and near to or affecting the railways property and works of the North Western Company the Company shall

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bear and on demand pay to that Company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that Company for watching their railways and the works thereof 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 or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise ;

(8) The Company shall at all times maintain the said portion of railway and all the works connected therewith and incident thereto by which the said railway shall be carried across and adjoining the railways works and lands of the North Western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the North Western Company by the Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction ;

(9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs losses damages and expenses which may be occasioned to that Company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railways 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 North Western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission ;

(10) If any difference shall arise between the respective engineers of the Company and the North Western Company as to the reasonableness of the plans sections and specifications hereinbefore provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by



the President of the Institution of Civil Engineers on the application of the Company or the North Western Company ;

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- (11) The Company and the North Western Company may agree for any variation or alteration in the works in this section provided for or the manner in which the same shall be executed.

24. Whereas the Railway No. 8 by this Act authorised is intended to be carried over certain lands in the parish of Willesden in the county of Middlesex numbered 1 and 3a on the deposited plans and used as a feeder from the Brent Reservoir for the supply of the Paddington Long Level of the Grand Junction Canal and of the Regent's Canal and it is expedient to make provisions in respect thereof Therefore except only as is by this Act expressly provided nothing in this Act contained shall take away lessen prejudice alter or affect any of the estates rights interests powers and privileges vested in the Company of Proprietors of the Grand Junction Canal and in the North Metropolitan Railway and Canal Company (hereinafter referred to as "the two canal companies") And the Company shall not without (or otherwise than in accordance with) the previous consent of the two canal companies in writing under their respective common seals alter the levels or beds of the feeder or watercourses or the banks or boundaries thereof or obstruct the present means of access thereto or divert intercept cut off take use or lessen any of the waters flowing in or by means of the feeder or watercourses or which the two canal companies or either of them are authorised to take for the supply to or use of the feeder or reservoir and the before-mentioned canals or damage injure or interfere with any of the works of the feeder or watercourses or take or use (except for the limited purposes herein-after mentioned) any part of the feeder or watercourses or the beds banks or works connected with the feeder or watercourses or any land belonging to the two canal companies or either of them or in which they may be interested And the Company shall not without such consent as aforesaid make any deviation from the level of the railway as delineated on the deposited plans and sections thereof so as to lower such level where it crosses the feeder And nothing herein contained shall compel the two canal companies or either of them to convey or assign to the Company the fee simple or other interest in any land now belonging to them or either of them or in which they may be interested over which the railway and the works connected therewith are intended to pass but the same shall remain vested as if this Act had not been passed subject nevertheless to the right of the Company and their successors for ever hereafter to construct and maintain the railway

For protection of  
the Brent  
feeder.

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and works hereby authorised and to have use and possess such way and passage for the railway and works by means of a bridge over the feeder as are hereby provided for together with all rights and easements necessary to the due use and enjoyment of the same.

For the purpose of carrying the railway over the feeder the Company shall construct and maintain a bridge of brick stone or iron over the feeder of not less than ten feet span measured at right angles to the face of the abutments thereof and no part of the soffit or underside of the bridge shall be less than six feet clear above the bed of the feeder and the Company shall make the channel of the feeder under the bridge and for a length of not less than fifty feet on each side of the bridge of a uniform width of ten feet and shall deepen such channel to the same extent so as to make the same throughout of a depth uniform with that of the lowest part of the existing channel and shall wall the same with brick or stone on both sides and for the full length of such deepening and shall remove all the earth to be excavated in making such enlargement from the land and premises of the two canal companies and the Company shall construct and maintain across the railway at a point to be approved of by the engineer of the North Metropolitan Railway and canal company a level crossing giving similar accommodation to that already provided by the Metropolitan Company.

The bridge and all the works connected therewith shall be made and for ever maintained by the Company in good substantial and water-tight condition and repair and so far as relates to all precautions for the safety and preservation of the feeder and watercourses the water passing by means thereof respectively and for preserving a free and uninterrupted access to and along the feeder the bridge walls and level crossing and all the works connected therewith respectively and all repairs to the bridge shall be made and done in accordance with plans and specifications to be in every case before the commencement of the works or repairs submitted for his approval to and approved by the said engineer and the same works and repairs shall be commenced carried on and completed under his superintendence and to his satisfaction. And if and whenever during the progress of any of the works or repairs any damage or injury is occasioned to the feeder or watercourses or the works thereof the Company shall under the superintendence and to the satisfaction of the said engineer restore the same to the same state and condition as before the happening of the damage or injury. And if and whenever during or after the making or repairing of the bridge walls and level crossing or any of the works connected therewith by reason of the same or of the making or repairing of the same or by reason of

any defect in the making or repairing of the same or by reason of any failure or want of repair of the same or otherwise any loss of water or any obstruction to the free passage of water along the feeder or to the present means of access to and along the feeder occurs and notice in writing thereof is given by or on behalf of the two canal companies or either of them to the Company or their secretary or other officer and the Company do not within fourteen days after the notice or forthwith if the nature of the case so requires well sufficiently and effectually prevent the loss of water or remove the obstruction or make or do for the purpose under the superintendence and to the satisfaction of the said engineer all proper and sufficient works repairs and things and complete the same with all reasonable expedition the two canal companies or either of them from time to time may under the superintendence and to the satisfaction of the said engineer make or do the same and prevent the loss of water or remove the obstruction And the Company shall from time to time pay to the two canal companies all the costs and expenses incurred by them respectively in that behalf and to the said engineer his charges for his services and superintendence in connexion with and incidental to the carrying out of any of the works which the Company is authorised or under obligation to carry out by this section.

The bridges walls enlargement of feeder and level crossing and all the works connected therewith respectively shall be completed within twelve months after the day on which the same or any of them respectively are commenced and if the same or any of them are not completed within that period the Company shall forfeit and pay to each of the two canal companies as and for liquidated damages the sum of twenty shillings for every day after the expiration of that period until the whole thereof are completed And if and whenever during or after the making or repairing of any of the works by this Act authorised or by reason of the same or of the making or repairing of the same or by reason of any defect in the making or repairing of the same or by reason of any failure or want of repair of the same or by reason of any act neglect or omission of the Company or of their agents servants or workmen any water in the feeder or watercourses leaks escapes or runs to waste from the feeder or watercourses the Company shall pay to each of the two canal companies as and for liquidated damages the sum of ten shillings for every reasonably estimated one thousand cubic feet of water which so leaks escapes or runs to waste and in the same proportion for any other quantity And if and whenever by reason of any of those circumstances or causes the free passage and

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running of water along or by means of the feeder or watercourses shall be in any way obstructed or interfered with or if the access to and along the feeder is so obstructed as to prevent the two canal companies or either of them or any of their servants or workmen from passing uninterruptedly to and from and along the banks thereof the Company shall pay to each of the two canal companies the sum of twenty shillings as and for liquidated damages for every hour during which the obstruction or interference continues after notice thereof is given by or for the two canal companies or either of them to the Company or their secretary or other officer. And if and whenever any such obstruction or interference continues for more than forty-eight consecutive hours after the notice or is caused by any wilful act neglect or omission on the part of the Company or any of their agents servants or workmen the Company shall pay to each of the two canal companies the sum of forty shillings as and for liquidated damages for every hour during which the obstruction or interference continues.

Nothing herein contained shall prevent the two canal companies or either of them or any person from recovering from the Company in addition to the liquidated damages the amount of any special damage sustained by them or him or that they or he may be liable to pay for or on account or by reason of the acts neglects or defaults of the Company or by reason of the leakage escape or running to waste of any water from the feeder or watercourses if the same shall be caused or happen by reason of any of those circumstances or causes or of the making or maintaining of the railway or of any of the herein-before mentioned works respectively and the two canal companies or either of them and any such person may sue for and recover the special damage in any court of competent jurisdiction.

For protec-  
tion of the  
West  
Middlesex  
Waterworks  
Company.

**25.** For the protection of the Company of Proprietors of the West Middlesex Waterworks all the provisions of section 58 of the Extension to London Act 1893 shall have effect and be deemed to be and are hereby made applicable to the works authorised by this Act as fully and effectually as if the said section was herein inserted and hereby re-enacted in respect of such works.

For protec-  
tion of the  
Trent  
Navigation  
Company.

**26.** For the protection of the Trent Navigation Company (in this section called "the Navigation Company") the following provisions shall unless otherwise agreed between the Company and the Navigation Company have effect (that is to say):—

- (1) Notwithstanding anything in this Act contained or shown on the deposited plans and sections the Company shall construct

and thereafter maintain the railways Nos. 10 and 11 between the respective points A and B shown on plans and sections signed by Henry Rofe engineer on behalf of the Navigation Company and by Alexander Ross on behalf of the Company copies whereof are also signed by the Right Honourable George Robert Canning Lord Harris the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred and are deposited in the Office of the Clerk of the Parliaments (in this section called "the standard plans and sections") in the lines coloured red on those plans and according to the levels shown in red on those sections and the Company shall not without the consent in writing of the Navigation Company deviate from the lines or levels of the said railways as shown on the standard plans and sections ;

- (2) The widenings of the said railways shall be constructed under the inspection of the engineer or other duly appointed officer of the Navigation Company and to his satisfaction and previously to commencing the construction of any such portion of the railways between the said points A and B the Company shall deposit at the office of the Navigation Company detailed plans sections and working drawings of the widenings of the bridges at Torksey and Gainsborough carrying the railways Nos. 10 and 11 over the River Trent and of any temporary bridge or other work and shall obtain the approval of the engineer of the Navigation Company to such plans sections and working drawings and the widening of the bridges shall be constructed only in accordance with the plans sections and drawings so approved or settled as herein-after provided and it shall not be lawful for the Company at any time to alter the widenings of the said bridges without previously to making such alteration obtaining the like approval Provided always that if the said engineer shall for the period of two months neglect or refuse to approve such plans sections and drawings or shall disapprove the same then the said works shall be constructed according to plans sections and working drawings to be submitted to and approved by an engineer to be agreed upon or in default of agreement to be appointed by the Board of Trade on the application of either party ;
- (3) During the construction of the widening of the said bridges the Company shall keep the navigation of the River Trent free and clear so that sailing and other vessels navigating in or upon the same shall have sufficient and convenient room to navigate and pass thereon and for enabling vessels to be hauled

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thereon the Company shall at their own expense provide and work to the satisfaction of the engineer of the Navigation Company proper and sufficient means for hauling such vessels past the sites of the bridges by day and night if rendered necessary by their operations;

(4) The Company shall also during such construction exhibit every night from sunset to sunrise a light or lights which shall be kept burning by and at the expense of the Company for the guidance of vessels. Such lights shall be of such description and number and be so used and placed as the Navigation Company in writing shall direct and shall if necessary be from time to time altered by the Company in such manner as the Navigation Company direct;

(5) The space between the piers of the bridges shall at all times after the completion of the widening of the said bridges be left and preserved an open and uninterrupted navigable waterway and the existing arches shall at all times be kept open and free for the passage of water and the Company shall at their own expense maintain the bridges and works of the height and width and so constructed as aforesaid in perfect repair at all times;

(6) The Company shall make good all damage that may be occasioned to the navigation of the River Trent or the works or property of the Navigation Company by the construction renewal or want of repair of any of the Company's works but—

(1) In every case of pressing necessity, and

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

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

(7) The Company shall at all times maintain and keep the widenings of the said bridges or works so that the height or headway below the underside of the girders thereof respectively shall not be less than such a headway as shall be equal to the headway of the existing bridges;

(8) The Company shall at all times maintain the widening of the said bridges and other works by which the said railways shall be so carried over the navigation in substantial repair and in good order to the reasonable satisfaction in all respects of the

engineer of the Navigation Company and if and whenever the Company fail so to do the Navigation Company may make or do such repairs in and upon as well the lands of the Company as their own lands and the sum from time to time certified by such engineer to be the reasonable amount of such expenditure shall be repaid to the Navigation Company by the Company ;

(9) The Company and their contractors agents servants or workmen shall not in constructing or repairing the railway works over the navigation obstruct impede or interfere with the free and uninterrupted and safe use of the navigation 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 Navigation 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 any such interruption ;

(10) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Navigation Company all costs losses damages and expenses which may be occasioned to that company 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 widening of the said bridges 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 shall effectually indemnify and hold harmless the Navigation Company from all claims and demands upon or against them by reason of such execution or failure and of any such act or omission ;

(11) If and whenever by any act or omission of the Company the navigation of the River Trent or towing path shall be obstructed or rendered dangerous to boats barges or other vessels navigating or using the said navigation or persons or animals using the said towing path the Company shall pay to the Navigation Company as or by way of ascertained damages the sum of two hundred pounds for every day of twenty-four hours during which the obstruction or danger shall continue and so in proportion for any less time than a day :

Provided that nothing in this Act contained shall prevent the Navigation Company or any owner of boats or barges from recovering from the Company (in addition to the ascertained damages herein-before mentioned) any special damages that may be sustained by the Navigation Company or such owner in consequence of the stoppage or hindrance to the

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- traffic upon the said navigation or in consequence of the work to be executed by the Company or by the Navigation Company for the Company under the provisions herein-before contained or on account of any other act or omission of the Company ;
- (12) If and whenever any damages or other sums payable by the Company to the Navigation Company or any such owner as aforesaid are not paid on demand made on the Secretary of the Company the same may together with costs of suit be recovered against the Company in any court of competent jurisdiction ;
- (13) The Company shall not otherwise than by agreement purchase or take any land of the Navigation Company or any portion of the towing path but the Company may purchase and take and the Navigation Company may and shall sell and grant accordingly an easement or right of using the land of the Navigation Company required for the construction of the Railways Nos. 10 and 11 in the lines shown on the standard plans ;
- (14) Nothing in this Act contained shall extend or be construed to extend to diminish alter prejudice affect or take away any of the rights privileges powers or authorities vested in the Navigation Company or to authorise or empower the Company or any of their agents servants or workmen to alter divert or obstruct the course or channel of the said River Trent or of any rivers streams canals cuts aqueducts or dams communicating therewith or to destroy or injure any weirs abutments floodgates haling paths or other works belonging to the Navigation Company without the consent of that company or their clerk and surveyor for the time being save and except for the purpose of carrying into effect the powers and authorities given by this Act and subject in that respect also to the conditions stipulations and restrictions herein-before mentioned and doing as little damage thereby as may be and making full satisfaction to the Navigation Company for all damages by them sustained by reason thereof.

Provisions  
as to the  
church glebe  
and schools  
of St.  
Stephen's  
Nottingham.

**27.** The following provisions shall apply and have effect with reference to the church of the new parish of St. Stephen Nottingham and the glebe and schools connected therewith :—

- (1) Within three months after the passing of this Act the Company shall purchase and take the church of the new parish of St. Stephen Nottingham and (subject to the existing tenancies and leases) the glebe land belonging thereto and which are numbered 265 266 268 270 271 272 273 274 275 276 277 and 278 on the deposited plans (herein-after referred to as



- “ St. Stephen’s Church and glebe ”) at the price of ten thousand pounds that is to say six thousand pounds for the church and four thousand pounds for the glebe ;
- (2) For the purpose of the purchase and taking by the Company of St. Stephen’s Church and glebe the Ecclesiastical Commissioners for England (herein-after referred to as “ the Commissioners ”) shall be deemed to be absolute owners thereof in fee simple and competent to sell and convey the same to the Company and to enter into all necessary agreements for that purpose and to receive and give a discharge for the said purchase money The furniture and fittings of the church shall not be included in the sale and the church when conveyed shall be forthwith pulled down and removed ;
- (3) From and after the conveyance of St. Stephen’s Church and glebe to or other vesting thereof in the Company the endowments and emoluments of the said church and new parish of St. Stephen Nottingham including the said sum of four thousand pounds shall be transferred to and vested in or held by the Commissioners but subject to the deduction of any charge that may be subsisting on the glebe and subject also to the provisions herein-after contained in trust for the incumbent of the said new parish of St. Stephen until a new church shall have been built and consecrated and an ecclesiastical district district chapelry or consolidated chapelry shall have been constituted for or assigned to the same under the provisions herein-after contained The Commissioners shall be at liberty out of the said sum of six thousand pounds to pay and allow any costs charges and expenses which may in their judgment have been properly incurred or may hereafter be incurred in reference to this Act or the negotiating or carrying out of any agreement or arrangement in reference to the said church and glebe for which the Company may not be liable including any expense attending the removal and disposal of the furniture and fittings of the said church ;
- (4) The Commissioners shall under the authority of any of the Acts relating to them and of this Act prepare a scheme providing for the purchase or acquisition of a site for and the building and rebuilding completion and consecration of a church or of a church and parsonage in the town of Nottingham or the suburbs thereof either exclusively or partially out of the said purchase money of six thousand pounds to arise from the sale of St. Stephen’s Church and for the vesting of the patronage of such new church in the present patrons of the said

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church and new parish of St. Stephen and the constitution and assignment of an ecclesiastical district district chapelry or consolidated chapelry to or for such church and such scheme shall provide for the mode in which any furniture and fittings of the church of St. Stephen excepted from the sale shall be dealt with and for the transfer to the church so to be built of the endowments of the said church and new parish of St. Stephen or such portion thereof as the Commissioners may see fit and also for the annexation of the said new parish of St. Stephen or such part or parts thereof as shall not be included in such district or chapelry to any one or more of the adjoining parishes and for the augmentation of the same or any other parish or parishes out of such portions of the said endowments as may not be assigned to the said district or chapelry and any portion of the said purchase money which may not be required for the purchase of the site for and the building of the new church shall be applicable to the purchase of a site for and the erection thereon of a parsonage house for the incumbent of the new church and the district or chapelry constituted for or assigned to such church or shall be held and applied by the Commissioners for the further endowment of the said new church as the Commissioners shall determine ;

(5) Any such scheme shall be submitted to Her Majesty in Council and when ratified or approved by Order of Her Majesty in Council and published in the "London Gazette" shall have the same force and effect as if the same had been expressly enacted in this Act ;

(6) So soon as a church shall have been built and consecrated as aforesaid and an ecclesiastical district district chapelry or consolidated chapelry constituted for or assigned to the same the vicar (if any) of the said church and new parish of St. Stephen shall cease to be such vicar and shall have the right to be admitted as vicar or incumbent of the new church and district or chapelry ;

(7) The Company shall purchase the land numbered 269 on the deposited plans belonging to the trustees of St. Stephen's National Schools together with all buildings erected thereon for the sum of eight hundred pounds which sum shall be paid into court under the provisions of the Lands Clauses Consolidation Act 1845 within three months after the passing of this Act.

For protection of the vestry of St. John Hampstead.

28. With reference to so much of the railways and works by this Act authorised as will be situate within the parish of St. John Hampstead (herein referred to as "Hampstead") and for the

protection of the vestry of that parish the following provisions shall apply :— A.D. 1895.

- (1) Notwithstanding anything contained in this Act or the deposited plans the Company shall not raise the level of West End Lane Hampstead ;
- (2) The provisions of section 46 of the Extension to London Act 1893 except sub-section 8 shall apply to so much of the railways and works by this Act authorised as will be situate in Hampstead as if the said section were re-enacted in this Act in respect of the said railways and works by this Act authorised ;
- (3) The Company shall not permit any of their bridges or works or any of their walls parapets or screens in Hampstead on the sides thereof facing any public street to be used for the posting of bills or other advertising purposes except bills relating exclusively to the business of the Company ;
- (4) Section 48 of the Extension to London Act 1893 shall apply to all property acquired by the Company in Hampstead under the powers of this Act.

29. In constructing Railway No. 8 by this Act authorised through the parish of Willesden under the jurisdiction of the Willesden Urban District Council (herein-after called "the district council") the following provisions shall apply and be obligatory upon the Company unless otherwise agreed between the Company and the district council (that is to say) :—

For protection of the Willesden Urban District Council.

- (1) The Company shall not in any way alter or interfere with the present bridges over the Metropolitan Railway numbered 146 and 149 on the deposited plans in the parish of Willesden (herein-after referred to as "the deposited plans") nor alter the gradients or levels of the approaches thereto so as to be steeper than those at present existing namely one in thirty and one in twenty respectively nor shall the Company interfere with the levels or gradients of the sewer laid under the land No. 4 on the deposited plans and they shall at their own expense construct a manhole to the said sewer on the south side of the said railway and the district council with their officers and workmen shall at all times hereafter have access to the said manhole to inspect repair and cleanse the same ;
- (2) The bridges for carrying the public highways Nos. 8 14 21 and 142 respectively shown on the deposited plans over the said railway shall not be less than forty feet in width between the parapets thereof the gradients of the approaches thereto being in no case steeper than those shown on the deposited plans and

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the south approach to the bridge carrying public Road No. 21 shall not be raised more than twelve inches at its point of junction with the road known as Cooper Road. The Company will construct parapets and screens to the said bridges of such a height and in such a manner as may be reasonably approved by the engineer of the district council with a view to prevent danger to the traffic passing over the same;

- (3) In carrying the railway over the site of Churchill Road No. 57 on the deposited plans the Company shall construct a bridge having a clear span of at least forty feet and shall carry the abutments of that bridge to a sufficient depth to give a headway of at least sixteen feet;
- (4) The bridge carrying the railway over Burgoyne Road shall be so constructed as to admit of light being provided by a grated opening between the bridge over the existing railway and that proposed to be constructed under this Act such opening to be for the whole width of the bridge and at least three feet wide. The abutments of the proposed new bridge shall also be faced with white glazed bricks and lighted with gas if the district council shall require;
- (5) In the event of the Company acquiring and not taking down the houses numbered 26 to 48 53 to 92 and 150 to 171 on the deposited plans they shall not permit or allow any of those houses to be used or occupied without providing proper air spaces to each of such houses in accordance with the provisions of the building byelaws of the district council;
- (6) The public footpath numbered 24 on the deposited plans and which crosses the allotment ground and field adjoining through Dudden Hill Lane to Willesden Lane and which is not shown on the deposited plans shall be diverted made and completed to the satisfaction in all respects of the engineer of the district council;
- (7) The Company shall not stop up or interfere with two water-courses within the district of the district council one situate two miles six furlongs and one hundred and thirty yards from the commencement of Railway No. 8 and another three miles from the said commencement of Railway No. 8. Proper culverts shall be made and laid by the Company of such diameter and capacity as those now existing under the said bridge and laid at such gradients as shall be approved by the engineer of the district council and their engineer and their servants shall at all times have access to such culverts over the land of the said railway for the purpose of cleaning and repairing the same and

the said Company shall at all times hereafter keep and maintain such culverts in good and substantial repair ;

- (8) The said Company in carrying any roads over their railway shall construct such roads with the necessary drains gullies and footpaths and shall make and construct the same in accordance with the byelaws of the district council and shall for ever maintain the same to the satisfaction of the engineer of the said district council ;
- (9) All arches and other works within the district of the district council shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using the streets within the district of the district council but also any steam roller that the district council may use for repairing the streets or roadways and the Company shall indemnify and make good to the district council all costs and expenses that the district council may incur or be put to by reason of any defect or insufficiency in strength in such tunnels arches or works or any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the said railways and works ;
- (10) The Company shall not during the progress of the said railway and works or afterwards deposit any subsoil or materials within the district of the district council so as to cause any nuisance or obstruction to any persons using the streets roads or footways within the district of the district council ;
- (11) The Company shall not alter interfere with or obstruct the public highways called Christ Church Road and Edgware Road numbered respectively on the deposited plans 179 and 183 and the bridge for carrying the railway over those roads shall be constructed so as to give the same a clear headway from the surface of the ground at each point of not less than the height of the existing bridge carrying the Metropolitan Railway over those roads at the corresponding point and shall have no columns or other supports resting on either of the said roads and footpaths but such bridge shall be similar to the existing bridges in construction and faced with white glazed bricks where required to the satisfaction in all respects of the engineer of the district council and shall be sufficiently lighted during day and night to the reasonable satisfaction of the surveyor of the district council ;
- (12) All bridges to be erected over any of the public carriage-ways highways footways and footpaths within the jurisdiction

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of the district council shall be constructed of the best materials and the foundations of the piers of the bridges shall be built so as not to be injurious to the sewers and drains of the district council and the bridges shall be so constructed that water shall not run through any of them upon the said roads highways or footways respectively and all buildings and works to be constructed under the powers of this Act within the jurisdiction of the district council shall be so constructed as to, deaden as far as practicable the sound of engines carriages and traffic passing over them and all parapets and screens of bridges carrying streets and roads over the railway shall be constructed in such ornamental manner as the district council or their engineer shall reasonably approve and shall not be used for the posting of bills or other advertising purposes;

- (13) The Company shall to the reasonable satisfaction of the engineer to the district council restore all sewers drains water-pipes gullies and other works incidental thereto or the roads highways and public or other places which shall be broken up destroyed or damaged in the execution of the works by this Act authorised or provide in lieu thereof other proper and sufficient sewers drains pipes and gullies;
- (14) The Company shall not during the progress of the works shut up or in any way impede the traffic along more than one-half of the width of any of the said roads within the district of the district council and where the surface of any street or road has been disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the district council restore the surface so disturbed and shall keep the same in sufficient repair for one year after such restoration;
- (15) The Company shall be liable to pay and shall pay to the district council any damages penalties costs charges or expenses which the district council may incur or sustain or may legally be liable to pay or shall have so paid in respect of any loss or damage consequent upon or arising from the execution by the Company of any works under the authority of this Act whether such injury or loss occurs during or after the construction or in the maintenance alteration or repairing of such works or in or by the enjoyment or user thereof and all moneys to be paid by the district council on account of any such damages penalties costs charges or expenses shall be repaid to the district council by the Company on demand or in default

thereof may be recovered by the district council from the Company in a summary manner before the justices of the peace in petty sessions assembled ;

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- (16) Where any of the works to be done under and by virtue of this Act shall or may pass over or under or by the side of or so as to interfere with any sewer drain water-pipe water-course gas-pipe hydrants defence or works under the jurisdiction or control of the district council or shall or may in any way prejudicially affect the sewerage or drainage of the district under their control or the outfalls of their drainage the Company shall not commence any such works until they have given to the district council fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the office of the district council for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and the district council shall have signified their approval of the same unless the district council do not signify their disapproval within fourteen days after service or delivery of the plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions of the district council in the execution of the said works and shall provide by new altered or substituted works for the protection of and preventing injury or impediment to the sewers drains watercourses outfalls and works herein-before referred to by or by reason of the said works or any part thereof and shall save harmless and keep indemnified the district council against all and every the expenses to be occasioned thereby and all such works shall be done under the superintendence and to the reasonable satisfaction of the engineer for the time being of the district council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the district council may be put to by reason of the works of the Company and whether in the execution of the works of the Company or in the superintendence thereof or otherwise shall be paid to the district council by the Company on demand and when any new altered or substituted works as aforesaid or any works 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 jurisdiction and control of the district council as any sewers or works now are or hereafter may be except only as is by this Act expressly provided ;

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- (17) The Company shall construct all bridges approaches and roads within the district of the district council to the reasonable satisfaction in all respects of the engineer to the district council and any bridges for carrying any of the roads over the railway shall be properly paved kerbed and channelled to the reasonable satisfaction of the engineer of the district council;
- (18) If by the certificate of the engineer of the district council it appears that any of the public highways repairable by the district council have been injured or any extra expense has been incurred by the district council for repair of such highways by reason of extraordinary traffic in the making or construction of the railway then the Company shall pay on demand to the district council such costs charges and expenses as may be certified by such engineer or if the amount thereof be disputed then such sum as may be awarded under the provision for arbitration herein-after contained and in case of default of payment thereof the same may be recovered by the district council in a summary manner before the justices of the peace in petty session assembled together with all costs charges and expenses of and incidental to the same;
- (19) In case of any difference or dispute arising between the engineer of the district council and the engineer of the Company touching or concerning the true intent and meaning of this section or the construction or carrying into effect of any of the works matters or things to be done or performed by the Company in pursuance thereof the same shall be referred to and settled by an engineer or other fit person to be agreed on between the parties or in default of agreement to be nominated as referee by the Board of Trade on the application of either party and his decision shall be binding and conclusive on both parties and the expense of the reference shall be borne and paid as the said referee may direct.

Power to  
Company  
to acquire  
lands for  
general  
purposes.

**30.** Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may from time to time enter upon take use and appropriate for the purposes of their undertaking all or any of the lands herein-after mentioned delineated on the deposited plans and described in the deposited books of reference (that is to say) :—

Certain lands houses and buildings situate in the parish of Clee in the county of Lincoln adjoining Humber Street and abutting on the Cleethorpes Branch Railway of the Company ;

Certain lands situate in the parish of Crowle in the county of Lincoln abutting on the railway of the Company from



Doncaster to Keadby and belonging or reputed to belong to Mr. George Robinson and others;

Certain lands and buildings situate in the parish of Wath-upon-Dearne in the West Riding of the county of York abutting on the railway of the Company from Sheffield to Barnsley and belonging or reputed to belong to Samuel Bircham and Herman Lescher and Mrs. Agnes Russell and the trustees of the late James Russell;

Certain lands houses and buildings situate in the parish of St. Mary in the county of the town of Nottingham bounded by Charlotte Street on the north Lower Parliament Street on the south and Milton Street on the west;

Certain lands houses and buildings situate in the parish of St. Mary in the county and county of the town of Nottingham bounded by the garden of the Nottingham Union Workhouse on the north by Windsor Street on the east by Brunswick Street and Cambridge Street on the west and by St. Ann's Street on the south;

Certain lands houses and buildings in the parish of Harrow-on-the-Hill in the county of Middlesex lying to the south-west of and abutting upon the Metropolitan Railway and bounded on the west by the high road leading from Wembley Farm to Preston and on the south by Wembley Park.

**31.** For the protection of Charles Waring Young and Francis Young and other the trustees for the time being of the will of the late Henry Young their heirs and assigns (herein-after called "the trustees") the following provisions shall have effect (that is to say) :—

For protec-  
tion of  
trustees of  
Henry  
Young.

Unless the Company within six months from the date of the passing of this Act give to the trustees notice of their intention to purchase and proceed to purchase the whole of the property known as the South Forty Farm at Wembley and shown on the deposited plans and thereon distinguished by the numbers 2 and 3 to 22A in the parish of Harrow-on-the-Hill in the county of Middlesex neither the Company nor the Metropolitan Company shall enter upon take or use more of the said property than will be necessary for the purpose of constructing the Railway No. 8 as a double line of railway immediately adjacent to the existing line of railway of the Metropolitan Railway Company.

**32.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions

Power to  
take ease-  
ments &c.  
by agree-  
ment.

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of those Acts and of this Act grant to the Company or the Metropolitan Company as the case may require any easement, right or privilege (not being an easement right or privilege of water in which other than parties to the agreement have an interest), required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rent-charges 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.

Owners may  
be required  
to sell part  
only of a  
certain  
building.

**33.** And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that a portion only of the house or building shown on the deposited plans and numbered 2026 in the parish of St. Marylebone may be sufficient for the purposes of the same and that such portion may be severed from the remainder of the said property without material detriment thereto. Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the said house or building and whereof a part only is required for the purposes of this Act may if such portion 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 property without material detriment thereto be required to sell and convey to the Company the portion only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portion 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 the portion of the said property any owner or other person shall fail to notify to the Company that he alleges such portion cannot be severed from the remainder of the property without causing material detriment thereto then the Company may proceed to take such portion only but if within such twenty-one days he shall by notice to the Company allege that such portion 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 portion cannot be severed from the remainder of such property without such material detriment the Company

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may withdraw their notice to treat for the portion of the property so 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 portion can notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person. The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained. The provisions of this section shall be stated in every notice given thereunder by the Company to sell and convey any premises.

34. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the railways it may be necessary to underpin or otherwise strengthen the same therefore the Company at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

Company empowered or may be required to underpin or otherwise strengthen houses near railway.

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened;
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company;
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade;

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- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building ;
- (5) The cost of the reference shall be in the discretion of the referee ;
- (6) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment ;
- (7) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof ;
- (8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the 68th section of the Lands Clauses Consolidation Act 1845 or under any other Act ;
- (9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts ;
- (10) Nothing in this section shall repeal or affect the application of the 92nd section of the Lands Clauses Consolidation Act 1845.

Power to  
Dee and  
Birkenhead  
Committee

**35.** Subject to the provisions of this Act the following powers and provisions shall be applicable to and may be exercised by

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the Dee and Birkenhead Committee (in this section called "the committee.") :—

to acquire  
lands.

(A) The committee may divert the footpaths herein-after mentioned in the manner shown on the deposited plans and sections and they may enter upon and 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 when and as in each case the new portion of any footpath is made to the satisfaction of two justices may stop up and cause to be discontinued as footpaths so much of the existing footpaths as will be rendered unnecessary by the new portion of footpath (that is to say) :—

Power to  
make diver-  
sions of  
roads and  
streets.

A diversion of a portion of the footpath leading from Bidston to Wallasey wholly in the township of Bidston Cum Ford in the parish of Bidston in the county of Chester commencing at the public road from Bidston to Woodside Ferry Birkenhead at the west corner of the field numbered 139 in the said township and parish on the ordnance map of that parish scale  $\frac{1}{2500}$  and terminating at a point in the field numbered 80 on the said ordnance map one hundred and thirty-five yards or thereabouts north from the stream or dyke known as the Birket and the substitution for the same of a footpath commencing at the termination before described and terminating in the main road at Bidston Parish Church ;

A diversion of a portion of the footpath wholly in the parish of Neston in the county of Chester leading from Neston to Little Neston shown upon the ordnance map of that parish scale  $\frac{1}{2500}$  as lying in the field numbered 493 in the township of Great Neston and the substitution for the same of a footpath commencing at the point where the first mentioned footpath crosses the western boundary of the field numbered 234 in the township of Little Neston in the said parish of Neston on the said ordnance map and terminating at the public road from Neston to Little Neston at the bridge in course of construction carrying the Wirral Railway over the said road :

(B) The committee may stop up a footpath wholly in the parish of Neston in the county of Chester for its whole length the said footpath being shown upon the ordnance map of that parish scale  $\frac{1}{2500}$  as passing through the fields numbered 104 and 109 in the township of Leighton in the said parish of Neston :

Power to  
Dee and  
Birkenhead  
Committee  
to stop up a  
footpath.

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Power to  
Dee and  
Birkenhead  
Committee  
to stop up  
another  
footpath.

Appropriation of sites  
of roads &c.  
stopped up.

Acquisition  
of additional  
lands by Dee  
and Birken-  
head Com-  
mittee.

Period for com-  
pulsory pur-  
chase of lands  
by Dee and  
Birkenhead  
Committee.

Period for  
completion  
of works by  
Dee and  
Birkenhead  
Committee.

Extension of  
time for  
completion  
of certain  
authorised  
Dee and  
Birkenhead  
Railways.

(c) The committee may stop up a footpath wholly in the parish of Neston in the county of Chester for its whole length the said footpath being shown upon the ordnance map of that parish scale  $\frac{1}{2500}$  as passing through the fields and properties numbered 291, 293, 295 and 297 in the township of Great Neston in the said parish of Neston:

(d) When and so soon as each of the said roads and footpaths is so stopped up all rights of way over the same shall cease and the committee may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railways appropriate and use for the purposes of their undertaking the site of the roads and footpaths stopped up so far as the same are bounded on both sides by lands of the committee:

(e) The committee in addition to the other lands which they are by this Act authorised to acquire may from time to time enter upon take use and appropriate for the purposes of their undertaking the lands hereinafter mentioned delineated on the deposited plans and described in the deposited books of reference (that is to say):—

Certain lands in the parish of Bromborough in the county of Chester marked No. 3 on the plans of the Wirral Railway deposited with the clerk of the peace of that county with reference to the Railway No. 2 authorised by the Wirral Railway Act 1885:

(f) The powers of the committee for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act:

(g) If the works by this Act authorised to be made by the committee be not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to that committee for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as may be then completed:

(h) The time limited by the Wirral Railway Certificate 1883 for the completion and opening of the railways thereby authorised (other than the railways and portion of railway by the Wirral Railway Act 1888 directed to be abandoned) shall be and the same is hereby extended and enlarged until the expiration of two years from the nineteenth day of June one thousand eight hundred and ninety-five the time limited by the Wirral Railway Act 1884 for the completion and opening of so much of the railway by that Act authorised as has not been already com-

pleted and opened shall be and the same is hereby extended and enlarged until the expiration of two years from the fourteenth day of August one thousand eight hundred and ninety-five and the time limited by the Wirral Railway Act 1885 for the completion and opening of the railways by that Act authorised (other than Railway No. 6 by the Wirral Railway Act 1888 directed to be abandoned) shall be and the same is hereby extended and enlarged until the expiration of two years from the thirty-first day of July one thousand eight hundred and ninety-five and the time limited by the Wirral Railway Act 1888 for the completion and opening of the railway by that Act authorised shall be and the same is hereby extended and enlarged until the expiration of two years from the fifth day of July one thousand eight hundred and ninety-five and on the expiration of those respective periods the powers granted to the Wirral Railway Company by the said Certificate of 1883 and the said Wirral Railway Acts of 1884 1885 1888 and to the Company by the Wirral Railway Transfer Act 1889 and the Wirral Railway Act 1890 and by this Act for constructing the said railways or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed :

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- (1) Subject to the provisions of Part IV. of the Companies Clauses Act 1863 (which shall be deemed to apply to the committee as if it were a company) and from and after the passing of this Act the name of the committee shall be the Dee and Birkenhead Committee.

Change of  
name of  
Dee and  
Birkenhead  
Committee.

**36.** The Dee and Birkenhead Committee in carrying out the diversion of the footpath leading from Bidston to Wallasey shall cause the footpath which is to be substituted for the part diverted to be constructed throughout its entire length of a width of four feet six inches with a foundation of burr stones or brickbats and a superstruction of cinders and so far as regards that part of the substituted footpath which is to be placed along the road leading from Bidston Church to Bidston Station the said substituted footpath shall be kerbed The construction of the substituted footpath in manner herein provided shall be carried out to the reasonable satisfaction of the highway board for the district of the hundred of Wirral in the county of Chester.

For protec-  
tion of the  
Wirral  
Highway  
Board.

**37.** The quantity of land to be taken by the Company or by the Dee and Birkenhead Committee by agreement for extraordinary purposes relating to the powers by this Act granted mentioned in

Lands for  
extra-  
ordinary  
purpose

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the Railways Clauses Consolidation Act 1845 shall not exceed in the case of the Company ten acres nor in the case of the Dee and Birkenhead Committee five acres but nothing in that Act or in this Act shall exempt the Company or the Dee and Birkenhead Committee from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them or either of them upon any land so taken.

Period for compulsory purchase of lands by Company.

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

Railways to be part of Company's undertaking.

**39.** The railways shall for the purposes of tolls rates and charges and subject to the provisions of this Act in all other respects be deemed part of the railways of the Company.

Period for completion of works.

**40.** If the railways be not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as may be then completed.

Imposing penalty unless railways opened within the time limited.

**41.** If the Company fail within the period limited by this Act to complete the railways the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways 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 the works and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such lines by unforeseen accident or circumstances beyond their control. Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.



42. 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 railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railways hereby authorised or any of them have been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

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Providing  
for applica-  
tion of  
penalty.

43. Railway No. 8 by this Act authorised shall subject to the provisions of this Act and the agreement scheduled thereto be deemed part of the railway of the Metropolitan Company.

Railway  
No. 8 to  
form part of  
Metropolitan  
Railway.

44. So far as the provisions of any section of this Act for the benefit or protection of any company body or person therein named relate to Railway No. 8 the same shall be carried out and given effect to by the Metropolitan Company and the expression "the Company" shall in construing such last-mentioned provisions mean and include the Metropolitan Company as if that company had been expressly named therein.

Certain pro-  
visions of  
Act to apply  
to Metro-  
politan  
Company.

45. The agreement set forth in the schedule to this Act is hereby confirmed and made binding upon the Company and the Metropolitan Company respectively.

Confirming  
agreement  
set forth in  
schedule.

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

Period for  
compulsory  
purchase of  
lands by  
Metropolitan  
Company.

47. Railway No. 8 shall be completed by the Metropolitan Company within three years from the passing of this Act or by the time when the station of the Company near Marylebone Road is

Period for  
completion  
of Railway  
No. 8.

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Penalty to be recoverable by Company if Railway No. 8 not opened within the time limited.

passed by the Board of Trade and opened for traffic if such opening shall take place before the expiration of the said three years.

48. If the Metropolitan Company fail to complete Railway No. 8 within the time limited by this Act the Metropolitan Company shall be liable to a penalty of fifty pounds for every day after the expiration of the period so limited until that railway is completed and opened for the public conveyance of passengers as by this Act provided such penalty to be paid to the Company and to be recoverable by them as and for liquidated damages in any court of competent jurisdiction. But any such penalty shall not commence to accrue or be recoverable by the Company until the Company's station near the Marylebone Road is passed by the Board of Trade and opened for traffic.

Power to Metropolitan Company to apply corporate funds to purposes of Act.

49. The Metropolitan Company may apply for the purposes of this Act to which capital is properly applicable any moneys which they now have in their hands or which they have power to raise by shares stocks debenture stocks or mortgage and which may not be required for the purposes for which the same are authorised to be raised.

Power to deviate in construction of Railway No. 8.

50. Notwithstanding the provisions contained in the Railways Clauses Consolidation Act 1845 or any Act amending the same with reference to lateral and vertical deviations the Metropolitan Company may in the construction of the Railway No. 8 deviate from the lines of the railway delineated on the deposited plans to such extent as is defined thereon and they may deviate from the levels of the railway described on the deposited sections to any extent not exceeding in any place five feet or in passing through any town village street or land continuously built upon not exceeding in any place five feet as referred to the common datum line described on the deposited sections and as marked on the same.

Inclination of roads.

51. In altering for the purposes of this Act the roads next hereinafter mentioned the Metropolitan Company may make the same of any inclinations not steeper than the inclinations hereinafter mentioned in connection therewith respectively (that is to say):—

No. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
RAILWAY NO. 8.			
8.	Willesden	Public	South 1 in 26.
14	Ditto	Ditto	South 1 in 28.
21	Ditto	Ditto	South 1 in 20.

**52.** The time limited by section 45 of the Act of 1893 for the widening and improvement of the main line of the Company between Gorton and Hyde Junction authorised by the Act of 1866 and described in sub-section (1) of section 4 thereof is hereby extended for one year from the fourteenth day of June one thousand eight hundred and ninety-five and on the expiration of that period those powers shall cease.

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Extension  
of time for  
widening  
main line  
between  
Gorton and  
Hyde  
Junction.

**53.** The following provisions for the benefit and protection of the mayor aldermen and citizens of the city of Manchester in the county of Lancaster (in this section called "the corporation") with reference to the widening and improvement of the main line of the Company between Gorton and Hyde Junction (in this section called "the said widening") and works in connection therewith shall unless otherwise agreed be binding upon the Company and full effect shall be given thereto :—

For pro-  
tection of  
the corpo-  
ration of  
Manchester.

- (1) The piers or abutments and foundations of any bridges and works crossing any streets or roads under which any gas or water pipes of the corporation are placed shall be carried below the surface of the ground to the depth of at least one foot below the underside of such gas or water pipes as now laid ;
- (2) The Company shall at their own cost extend the existing subway in which the thirty-inch water main of the corporation is laid under the existing line of the Company and such extension shall through the whole of the said widening be of the same size dimensions and materials as the existing subway and the Company shall at the like cost provide the necessary manholes in substitution for those now existing in order to give access thereto ;

In constructing the said widening and works connected therewith suitable arrangements shall also be made by and at the cost of the Company for the protection of the present gas and water mains and pipes of the corporation in accordance with plans to be submitted to and approved by the corporation and the said widening and works so far as they affect any such mains and pipes and all works provided for by this section shall be constructed and executed under the superintendence and to the reasonable satisfaction of the engineer for the time being of the corporation ;

- (3) The Company shall be responsible for and make good to the corporation all costs losses and damages which they may sustain by reason of the bursting breakage or leakage of or other injury to the gas and water mains and pipes of the corporation caused by or in consequence of the construction maintenance or failure

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of the said widening or any bridges or works in connection therewith or of any act or omission of the Company or any person in their employ or of their contractors or others and will effectually hold harmless and indemnify the corporation from all claims and demands upon or against them by reason of such construction maintenance or failure or any such act or omission ;

(4) Whenever in the construction or maintenance of the said widening or any works connected therewith it shall be necessary to alter or interfere with or disturb any of the gas water or other mains or pipes or apparatus belonging to the corporation such alteration interference or disturbance together with such additional works as may be necessary for the effectual continuance of the supply of gas or water shall be carried out by or under the direction of the corporation but at the expense in all respects of the Company ;

(5) All and singular sum and sums of money which may become payable by the Company to the corporation under the provisions of this section shall be recoverable by the corporation from the Company as a simple contract debt in any court of competent jurisdiction ;

(6) If any dispute shall arise between the Company and the corporation either as to the works to be constructed under the provisions of this section or as to the manner of constructing and carrying out the same or as to any other act or thing to be done or any moneys to be paid under this section the matter in dispute shall from time to time be referred to and be determined by an engineer to be agreed upon or failing agreement by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers whose decision shall be final and the costs of and incident to any such reference and determination shall be borne and paid as such engineer shall direct.

Extension  
of time for  
completion  
of certain  
railways  
authorised  
by the Act  
of 1888.

**54.** The time limited by the Act of 1893 for the compulsory purchase of lands and for the completion of the Railways Nos. 2 3 4 and 5 authorised by the Act of 1888 and described in section 5 of that Act is hereby further extended for two years from the fifth day of July one thousand eight hundred and ninety-five and on the expiration of that period those powers shall cease.

Extension  
of time for  
completion  
of railways  
of St. Helens

**55.** The time limited by section 46 of the Act of 1893 for the completion of the railway authorised by the St. Helens and Wigan Junction Railway Act 1885 and the time limited by the same Act for the compulsory purchase of lands and buildings required for the

purposes of the railways and works and for the completion of the railways and works authorised by the St. Helens and Wigan Junction Railway Act 1886 is hereby extended for two years from the twentieth day of July one thousand eight hundred and ninety-five and on the expiration of that period those powers shall cease.

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and Wigan  
Junction  
Railway.

**56.** The powers granted by section 47 of the Act of 1893 to the Wrexham Mold and Connah's Quay Railway Company (in this section called "the Wrexham Company") to form junctions with the London and North Western Railway near Connah's Quay in the county of Flint authorised by subsections 8 and 10 of section 4 of the Wrexham Mold and Connah's Quay Railway Act 1882 are hereby further extended and may be exercised by the Wrexham Company for and during a period of two years from the fifth day of July one thousand eight hundred and ninety-five and on the expiration of that period those powers shall cease.

Extension  
of time of  
forming  
junctions  
with the  
London and  
North  
Western  
Railway  
near Con-  
nah's Quay.

**57.** The time limited by the Cheshire Lines Act 1890 for the completion of the railways described in section 8 of that Act is hereby extended for a period of two years from the twenty-fifth day of July one thousand eight hundred and ninety-five and on the expiration of that period those powers shall cease.

Extension of  
time for com-  
pletion of  
railways  
authorised by  
Cheshire Lines  
Act 1890.

**58.**—(1) The Company or the Metropolitan Company or the Liverpool St. Helens and South Lancashire Railway Company or the Dee and Birkenhead Committee shall not under the powers of this Act or under the powers of any former Act extended by this Act purchase or acquire in any parish in the metropolis as defined by the Metropolis Management Act 1855 twenty or more houses or in any other city borough or urban district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised as the case may be were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or have been since such respective day or shall be subsequently so occupied unless and until the Companies or the Dee and Birkenhead Committee as the case may be—

Restrictions  
on displacing  
persons of  
labouring  
class.

(A) Shall have respectively 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 respective fifteenth day of December last aforesaid or for such number of persons as the said Secretary of State or the Local Government Board (as the case may be) shall after

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

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

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

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

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

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

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(6) For the purpose of carrying out any scheme under this section the Companies and the Dee and Birkenhead Committee respectively 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 by the Companies and the Dee and Birkenhead Committee respectively for the purposes of any scheme under this section in the same manner in all respects as if the Company or Committee purchasing 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) The Companies and the Dee and Birkenhead Committee respectively may on any lands belonging to them or purchased or acquired under this section or under 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 the Companies and the Dee and Birkenhead Committee respectively in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment. Provided also that the said Secretary of State or the Local Government Board (as the case may be) may at any time dispense with all or any of the requirements of this subsection subject to such conditions (if any) as they may see fit.

(8) All buildings erected or provided by the Company within the metropolis for the purpose of any scheme under this section shall be subject to the provisions of the London Building Act 1894 (Local) and the Metropolis Management Act 1855 and any Act or Acts amending those respective Acts.

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

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any Act of Parliament shall not apply to buildings erected or provided by the Companies and the Dee and Birkenhead Committee respectively 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 or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed 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 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.

(12) The Companies and the Dee and Birkenhead Committee respectively shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

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



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

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

**59.** The Company the Liverpool St. Helens and South Lancashire Railway Company and the Dee and Birkenhead Committee may respectively apply for the purposes of this Act to which capital is properly applicable any moneys which they now have in their hands or which they have power to raise by shares or mortgage and which may not be required for the purposes for which the same were authorised to be raised.

Power to apply corporate funds to purposes of Act.

**60.** The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole five hundred thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively but the Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

Power for the Company to raise additional capital.

**61.** Except as by this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital.

New shares or stock to be subject to the same incidents as other shares or stock.

The capital in new shares or stock so created shall form part of the capital of the Company.

**62.** Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders

Dividends on new shares or stock

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of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or to the whole amount of such stock as the case may be.

Receipt  
clause in  
case of  
persons non  
sui juris.

63. If any money is payable to a share or stock holder or mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to  
borrow.

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

Power to  
create  
debenture  
stock.

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

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

A.D. 1895.  
Existing mortgages to have priority.

**67.** Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal or principal and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision.

Repealing provisions of former Acts with respect to appointment of a receiver.

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

Appointment of a receiver.

**69.** All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied to the purposes of this Act and to the general purposes of the undertaking of the Company being in every case purposes to which capital is properly applicable.

Application of moneys.

**70.** Subsection 3 of section 60 of the Extension to London Act 1893 shall be read and have effect as if the words "not exceeding in the whole four hundred and sixty feet along the canal" were substituted for the words "not exceeding in the whole three hundred feet along the canal."

Amendment of section 60 of Extension to London Act for protection of North Metropolitan Railway.

**71.—(1)** The Company and all persons lawfully using any railway of the Company may run over and use with their engines carriages waggons and trucks and their officers and servants and for the purposes of traffic of every description including local traffic the East and West Junction Railway and the Evesham Redditch and Stratford-upon-Avon Railways with all sidings turntables stations buildings offices warehouses approaches water supplies telegraphs

Power to run over East and West Junction Railway and Evesham Redditch and Strat-

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ford-upon-  
Avon  
Junction  
Railway.

telephones signals machinery appliances and conveniences on or connected with such railways or either of them and as regards traffic conveyed by the Company and such persons they may demand and take rates and charges upon and in respect of the said railways or any of them not exceeding the rates and charges authorised to be demanded in respect thereof Provided that the before-mentioned powers so far as they relate to the East and West Junction Railway shall only be exercised with the assent in writing of the joint committee for the time being having the management of that railway.

(2) The terms and conditions pecuniary and otherwise and the tolls rates and charges or other consideration to be paid for the same shall if not agreed on between the Company and the joint committee of and representing the East and West Junction Railway Company and the Stratford-upon-Avon Towcester and Midland Junction Railway Company as regards the East and West Junction Railway and the Evesham Redditch and Stratford-upon-Avon Junction Railway Company as regards their railways be determined by the Railway and Canal Commission under the provisions of the Railway and Canal Traffic Acts 1873 and 1888 and any Acts amending the same.

(3) In running over or using the said railways or any of them and in using any stations and conveniences in accordance with the provisions in this section contained the byelaws and regulations for the time being in force on the undertaking so used shall be at all times observed so far as they are respectively applicable.

(4) Where any such traffic is conveyed on the said other railways or either of them for a less distance than three miles the before-mentioned joint committee or the Evesham Redditch and Stratford upon-Avon Junction Railway Company as the case may be shall be entitled to charge as their proportion of the through rate in respect of such traffic as if it were carried on their respective railways for a distance of three miles and the Company and any such persons shall in all respects be placed on as favourable footing as any other Company with regard to traffic exchanged with such joint committee or Company to or from the portion of their respective railways to which the foregoing provisions apply.

(5) The aforesaid joint committee and Company or either of them shall afford all requisite facilities for the before-mentioned purposes and shall receive book through invoice forward and deliver to and from the said railways or either of them and at the stations warehouses booking offices and premises of the other companies or either of them all traffic of every description including local traffic

coming from or destined for the stations of the Company upon such terms and conditions as may be agreed on or as in default of agreement shall be determined in manner aforesaid.

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72. The Great Eastern Railway Company shall have the same right to run over and use the Railway No. 10 by this Act authorised and may exercise the same powers and privileges with regard thereto as are conferred on that Company by section 26 of the Great Northern and Great Eastern Railway Companies Act 1879 with reference to the portion of the railway of the Company referred to in that section.

Running powers to Great Eastern Railway Company.

73.—(1) The Wirral Railway Company (herein-after called “the Wirral Company”) and any company or persons lawfully working or using the railways of the Wirral Company or any part thereof by agreement or otherwise may run over and use with their engines carriages waggons officers and servants for the purposes of traffic of every description the railway authorised by section 9 of the Wirral Railway Act 1890 together with all stations sidings roads platforms junctions points signals water watering places engine sheds standing room for engines and carriages booking and other offices warehouses machinery works and conveniences connected with the aforesaid railway.

Running powers to Wirral Railway Company over railway authorised by the Wirral Railway Act 1890.

(2) The terms conditions and regulations to be observed and fulfilled and the tolls rates charges rent or other consideration to be paid by the Wirral Company or any such other company or persons as aforesaid for and in respect of the use of the said railway stations sidings works and conveniences shall be such as are from time to time agreed upon between the Dee and Birkenhead Committee and the Wirral Company or failing agreement as may from time to time be determined by an arbitrator to be appointed by the Railway and Canal Commission or any three of the commissioners on the application of either the Dee and Birkenhead Committee or the Wirral Company or other parties interested and the cost of the arbitration shall be in his discretion and the decisions of the arbitrator shall be final and binding on all parties.

Terms of such user.

(3) In running over and using the said railway and in using the stations sidings and conveniences in accordance with the provisions herein-before contained the regulations and byelaws for the time being in force on the undertaking so used shall be at all times observed so far as such byelaws shall be applicable.

Byelaws to be observed.

74. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up

Works below high-water mark not to be com-

A.D. 1895.  
—  
menced  
without  
consent of  
Board of  
Trade.

the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the Secretaries or Assistant Secretaries of the Board of Trade and then, only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals. If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable accordingly with costs.

Saving  
rights of  
the Crown  
in the fore-  
shore.

75. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's Most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty Her heirs or successors.

Saving  
rights of  
Crown under  
Crown Lands  
Act.

76. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections 21 and 22 of the Crown Lands Act 1866 and belonging to or exerciseable on behalf of Her Majesty Her heirs or successors.

Interest on  
calls not to  
be paid out  
of capital.

77. No interest or dividend shall be paid out of any share or loan capital which the Company are by this Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits for  
future Bills

78. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any Standing

Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking. A.D. 1895.  
not to be  
paid out of  
capital.

79. Nothing in this Act contained shall exempt the Company or any company to which powers are by this Act granted or the railways of the Company or of any other company 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 which the Company and any company to which powers are by this Act granted are authorised to take. Provision as  
to general  
railway  
Acts.

80. 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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The SCHEDULE.

AN AGREEMENT made the twentieth day of June one thousand eight hundred and ninety-five between the MANCHESTER SHEFFIELD AND LINCOLNSHIRE RAILWAY COMPANY (herein-after called "the Sheffield Company") of the one part and the METROPOLITAN RAILWAY COMPANY (herein-after called "the Metropolitan Company") of the other part.

WHEREAS by an agreement made between the two companies and dated the eighteenth day of December one thousand eight hundred and ninety it was (amongst other things) agreed that the Sheffield Company should have running powers over the railway of the Metropolitan Company between Quainton Road and Baker Street (East) Station upon and subject to the terms payments and provisions therein mentioned and the said agreement was confirmed by the Manchester Sheffield and Lincolnshire Railway (Extension to London &c.) Act 1893 (herein-after called "the Extension to London Act 1893"):

And whereas a Bill has been promoted by the Sheffield Company in the present session of Parliament seeking powers to make a railway (amongst others) numbered 8 being parallel to and a widening of the railway of the Metropolitan Company between Wembley Park and Finchley Road And whereas the Metropolitan Company considered that the said railway numbered 8 would be prejudicial to their interests and thereupon presented a petition against the Bill and were heard in support of the allegations contained in the said petition And whereas the Committee to whom the Bill was referred in the House of Lords on the twentieth day of May one thousand eight hundred and ninety-five found the preamble to that part of the Bill relating to Railway No. 8 to be proved subject to the insertion therein of clauses providing for the transfer to the Metropolitan Company of the said Railway No. 8 and for making applicable to that railway the provisions of the said agreement dated the eighteenth day of December one thousand eight hundred and ninety as if the same had at the date of the said agreement formed part of the undertaking of the Metropolitan Company:

And whereas in the course of the proceedings before the said Committee it was agreed between the Metropolitan Company and the Sheffield Company with the approval of the Committee to apply jointly by petition for additional provision for the transfer to the Metropolitan Company of the powers with reference to Railway No. 8 proposed by the Bill to be conferred upon the Sheffield Company And whereas in compliance with such agreement a petition for additional provision has been presented jointly by the Sheffield Company and the Metropolitan Company Now it is hereby agreed by and between the



two companies parties hereto as follows (that is to say) If the petition for additional provision is successful then— A.D. 1895.

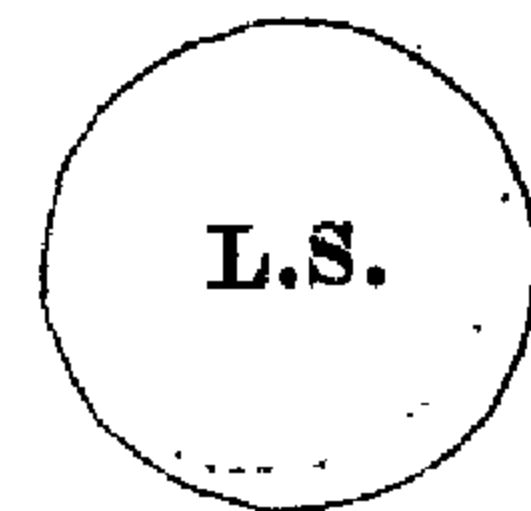
1. The Sheffield Company will apply to Parliament in the next session of Parliament for powers to abandon the Railway No. 9 authorised by the Extension to London Act 1893 and will in the meanwhile not exercise the powers of purchase of lands for the construction of the said railway.
2. The Metropolitan Company will by the Act authorising the transfer of powers to them bind themselves by penalties to complete and open for the Sheffield Company's through traffic the Railway No. 8 described in the Sheffield Company's Act of this session within three years from the passing of the said Act or by the time the Sheffield Company's passenger station near the Marylebone Road is passed by the Board of Trade and opened for traffic if such opening shall take place before the expiration of the said three years.
3. The Sheffield Company shall have the exclusive and separate use of the Railway No. 8 for the purpose of exercising the running powers conferred upon them by the agreement of 1890 and thereupon the powers of the Sheffield Company to run over the portion of the existing line of the Metropolitan Railway between the commencement and termination of the said Railway No. 8 shall cease so far as such powers apply to the running of the trains of the Sheffield Company to and from their termini in or near the Marylebone Road but they shall give to the Metropolitan Company at the expense of that company access across over or under the said Railway No. 8 to so much of their lands lying to the south of the said railway as may not be purchased by the Sheffield Company.
4. Until the Railway No. 8 is completed and the through traffic of the Sheffield Company has commenced to pass over it the Sheffield Company shall pay to the Metropolitan Company interest at the rate of four per cent. per annum on their total outlay in connection therewith as and when expended including therein the value of any lands belonging to the Metropolitan Company required for the purposes of the construction of the railway other than and except the slopes or banks of their existing railway so far as those slopes or banks may be used or taken in the construction of the said Railway No. 8. When and so soon as the through traffic of the Sheffield Company commences to pass over the said railway the payment of interest on the outlay thereon shall cease and the said agreement of the eighteenth of December one thousand eight hundred and ninety shall apply in all respects to the said railway in like manner as if the same had at the date of the said agreement formed part of the undertaking of the Metropolitan Company.
5. The Railway No. 8 shall be so constructed as to be suitable for being worked by the rolling stock of the Sheffield Company and the running of fast and express trains thereon to the approval of the Sheffield Company and in the event of such approval being unreasonably withheld the question whether or how far such refusal to approve is or is not reasonable may be referred to an arbitrator to be appointed by the Board of Trade upon the application of the Metropolitan Company and the decision of such arbitrator shall be final and binding.

A.D. 1895.

6. Railway No. 8 where it passes West Hampstead Station shall be deviated from the line thereof shown on the deposited plans so as to pass (within the limits of deviation shown on those plans) on the south side of that station.
7. In the event of any dispute or difference arising between the two companies in regard to the carrying into effect the terms of this agreement the same shall be dealt with in the manner provided by article 12 of the said agreement of the eighteenth day of December one thousand eight hundred and ninety.

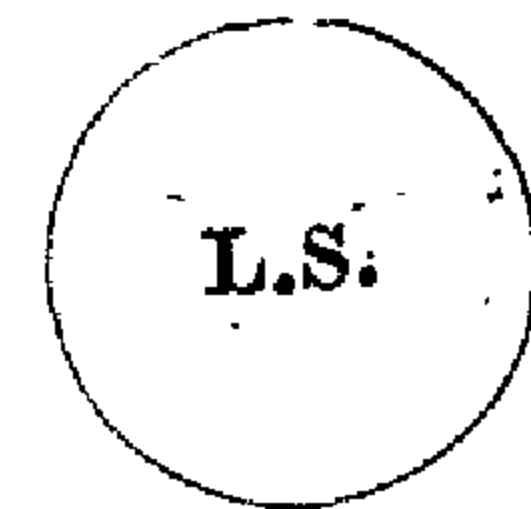
In witness whereof the companies parties hereto have caused their respective common seals to be hereto affixed the day and year first above written.

The common seal of the Manchester Sheffield and  
Lincolnshire Railway Company was hereunto  
affixed in the presence of



O. S. HOLT  
Secretary.

The common seal of the Metropolitan Railway  
Company was hereunto affixed in the  
presence of



G. H. WHISELL  
Secretary.

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