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existing Railway at or near the *Willesden* Station in the same County: And whereas it is also expedient that the said Company should be empowered to alter and divert a certain Road or Way called *Weaste Lane* in the Parish of *Eccles* in the County of *Lancaster*, which Road or Way now crosses the *Liverpool and Manchester* Line of the *London and North-western* Railway on the Level, and to stop such level Crossing, and to make a new Road and a Bridge over the said Railway: And whereas it is also expedient that the Company should be empowered to acquire, and to use for the Purpose of providing additional Station and other Accommodation in connexion with their Railway, certain Lands and Buildings adjoining or near to their Railway in the Township and Parish of *Warrington* in the County of *Lancaster*, and in the Parish of *Castlechurch* at *Stafford*, and in the Parish of of *Bushbury*, both in the County of *Stafford:* And whereas it is also expedient that Provision should be made for settling and determining to what Extent (if any) the Company is liable to keep in repair the Road or Way called *Wavertree Lane*, situate partly in the Parish of *Liverpool* and partly in the Township of *Wavertree* in the Parish of *Childwall* in the County of *Lancaster*, to and over the Bridge constructed for carrying the same over the *Liverpool and Manchester* Line of the *London and North-western* Railway; but these Objects cannot be attained 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:

8 & 9 Vict. cc. 18. and 20. incorporated with this Act.

I. That "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

"The Company."

II. That where in this Act the Words "the Company" are used they shall mean the *London and North-western* Railway Company.

Power to make new Lines of Railway according to deposited Plans.

III. And whereas Plans of the proposed Railways from *Crewe* to *Shrewsbury*, and from *Primrose Hill* to *Willesden*, and of the proposed new Road in the Parish of *Eccles*, and of the additional Lands at *Warrington*, *Stafford*, and *Bushbury*, proposed to be taken for the Purposes before mentioned, and Sections showing the Levels of the said intended Railways and of the said Road respectively, together with Books of Reference to the said respective Plans, containing the Names of the Owners and Lessees or reputed Owners and Lessees and of the Occupiers of the Lands and Houses proposed to be taken under the Authority of this Act, have been deposited as follows; (that is to say,)

as

as regards the proposed Railway from *Crewe* to *Shrewsbury*, with the Clerks of the Peace for the Counties of *Chester* and *Salop* respectively; as regards the proposed Railway or Sidings between *Primrose Hill* and *Willesden*, with the Clerks of the Peace for the County of *Middlesex;* and as regards the proposed new Road in the Parish of *Eccles* and the additional Lands at *Warrington*, with the Clerks of the Peace for the County of *Lancaster;* and as regards the additional Lands at *Castlechurch*, *Stafford*, and *Bushbury*, with the Clerk of the Peace for the County of *Stafford:* Be it enacted, That, subject to the Provisions in this Act contained, the Company may make and maintain the Railways herein-after mentioned (with all necessary Works and Conveniences connected therewith) in the Lines and according to the Levels shown upon the Plans and Sections relating to the said respective Railways so deposited as aforesaid, and upon the Lands delineated on the said Plans and described in the Books of Reference relating to the said Railways respectively, and may enter upon, take, and use all or any of the said Lands; (that is to say,)

A Railway commencing by a Junction with the Main Line of the *London and North-western* Railway in the Township of *Crewe* in the Parish of *Barthomley* in the County of *Chester*, and terminating in the Property numbered on the said Plans of such Railway 2 in the Parish of *Holy Cross and Saint Giles* in *Shrewsbury* in the County of *Salop:*

A Railway or Sidings commencing at or near the North End of the existing Tunnel of the *London and North-western* Railway under *Primrose Hill* in the Parish of *Saint John Hampstead* in the County of *Middlesex*, and terminating by a Junction with the *London and North-western* Railway at or near the *Willesden* Station thereof in the Parish of *Willesden* and County of *Middlesex:*

And the Company may also, subject as aforesaid, alter and divert to the Extent shown on the Plans and Sections relating thereto deposited as aforesaid a certain Road or Way called *Weaste Lane* in the Parish of *Eccles* and County of *Lancaster*, which Road or Way now crosses the *Liverpool and Manchester* Line of the *London and North-western* Railway on the Level, and may discontinue such level Crossing, and may make a new Road and a Bridge over the said Railway, and may enter upon, take, and use all or any of the Lands delineated on the Plans relating to the said Road, and described in the Books of Reference thereto so deposited as aforesaid; and the Company may also, subject as aforesaid, enter upon, take, and use, for the Purpose of providing additional Station and other Accommodation in connexion with their Railway, all or any of the Lands in the Parish of *Warrington* delineated on the Plans relating thereto so deposited as aforesaid, and also all or any of the Lands in the Parish of *Castlechurch* at *Stafford*, and in the

Parish

Parish of *Bushbury*, respectively delineated on the Plans relating thereto so deposited as aforesaid; and the new Lines of Railway and Works by this Act authorized shall be and become Part of the Undertaking of the *London and North-western* Railway Company.

Company to erect Foot Bridge at present level Crossing of Weaste Lane.

IV. That the said Company shall and will, at their own Expense, previously to discontinuing the existing level Crossing of *Weaste Lane* over the said Railway, construct at or within a Distance not exceeding Ten Yards from the existing level Crossing a Bridge over the said Railway for the free and uninterrupted Use at all Times of Pedestrians, with a sufficient Fence on each Side thereof, and shall and will, at their own Expense, for ever thereafter maintain the said Bridge and Fence.

Power to cross certain Roads on the Level.

V. That, subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," contained in reference to the crossing of Roads on the Level, it shall be lawful for the Company, in the Construction of the Railways by this Act authorized, to carry the same across and on the Level of the several Roads numbered on the Plans deposited with the Clerks of the Peace for the Counties of *Chester* and *Salop* respectively as herein-before mentioned as follows; (that is to say,)

Number on Plan.	Parish.	Description of Road.
86 and 92	Wybunbury - - -	Public Road.
141	Wybunbury - -	Turnpike Road.
40	Nantwich - - -	Turnpike Road.
49	Nantwich - - -	Public Road.
143	Wrenbury - - -	Public Road.
8	Marbury - - -	Public Road.
14 and 47	Whitchurch - - -	Public Roads.
119	Wem - - -	Turnpike Road.
35, 122, 172, and 196	Wem - - -	Public Roads.
58	Middle - - -	Turnpike Road.
42	Middle - - -	Public Road.
7 and 23	Mint Alkmond - -	Turnpike Roads.

Company to erect a Station or Lodge at Points of crossing, and abide by Regulations of Board of Trade.

VI. That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the several Points where the Railway crosses the before-mentioned Roads on the Level; and the Company shall be subject to and abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper

proper Person to watch or superintend the crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been imposed.

Board of Trade may require a Bridge to be erected in lieu of level Crossing.

VII. That it shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the Public Safety, at any Time, either before or after the Railways by this Act authorized to be made shall have been completed and opened for public Traffic, to require the Company, within such Time as the said Board of Trade shall direct, and at the Expense of the Company, to carry any of the before-mentioned Roads either under or over the Railway by means of a Bridge or Arch, in lieu of crossing the same on the Level, and to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossing.

Regulating Inclination of certain Roads.

VIII. That as regards the Road herein-after mentioned it shall be lawful for the Company to make the Rate of Inclination of such Road when altered as follows; (that is to say,)

Number on Plan.	Parish.	Description of Road.	Proposed Inclination.
85	Whitchurch - -	Turnpike Road -	1 in 30 and 1 in 20.

Dimensions of Bridges over the Railway.

IX. That it shall be lawful for the Company to make the Bridges or Arches at the Roads numbered respectively on the Plans relating to the Railway from *Crewe* to *Shrewsbury* deposited as aforesaid of Dimensions not less than those herein-after mentioned; (that is to say,)

Number on Plan.	Parish.	Proposed Dimensions.
85	Whitchurch - -	30 Feet Span, 16 Feet Height.
153	Wem - - -	30 Feet Span, 16 Feet Height.
192	Wrenbury - -	20 Feet Span, 15 Feet Height.
53	Marbury - -	20 Feet Span, 14 Feet Height.
122	Whitchurch - -	20 Feet Span, 15 Feet Height.
25 and 28	St. Mary - -	20 Feet Span, 15 Feet Height.
48	Broughton - -	20 Feet Span, 15 Feet Height.

Plans, &c. of certain Works to be deposited at Admiralty before they are commenced.

X. That previously to commencing the Bridge for carrying the said Railway over the River *Severn*, or of the Works connected therewith, the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of the said Bridge and Works connected therewith, for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty; and such Bridge and Works shall be constructed only in accordance with such Approval.

Lights, &c. to be maintained during Construction of Bridge.

XI. That during the Construction of the said Bridge over the River *Severn* and Works connected therewith the said Company shall cause to be hung out or exhibited, every Night, from Sunset to Sunrise, a Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels; and for ever after the Completion of the said Bridge the said Company shall, if required by Writing under the Hand of the Secretary to the Admiralty, cause to be hung out or exhibited upon or near to the Centre of the said Bridge, every Night, from Sunset to Sunrise, a good and sufficient Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels; and which Light shall be from Time to Time altered by the said Company in such Manner, and be of such Description, and be so used and placed, as the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, shall by Writing under the Hand of the Secretary of the Admiralty approve of; and in case the said Company shall neglect to exhibit and keep any or either of such Lights burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

Works not to be executed without the Consent of the Admiralty.

XII. That it shall not be lawful for the Company to construct any Crossing or Work in, under, over, or across the River *Severn* without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, for the Time being, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only according to such Plan and under such Restrictions and Regulations as the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, may approve, such Approval being signified as last aforesaid; and where any such Crossing or Work shall have been constructed it shall not be lawful for the Company at any Time to alter or extend the same, without obtaining, previously to making any such Alteration or Extension, the like Consent or Approval; and if any such Crossing or Work shall be commenced,

or completed, or altered, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due to the Crown, and be recoverable accordingly, with Costs of Suit.

Admiralty may order local Survey, at Expense of Company.

XIII. That if at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Company in, under, over, or affecting the River *Severn*, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid, upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

If Works affecting tidal Waters are abandoned, they may be removed at Expense of the Company.

XIV. That if any Work to be constructed by the Company in, under, over, or across the River *Severn*, or if any Portion of any such Work which affects such River or Access thereto, shall be abandoned, or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Proviso against Injury to Ellesmere and Chester Canal by the crossing of the Railway.

XV. And whereas the said Railway is intended to be carried over the *Ellesmere and Chester* Canal, belonging to the *Shropshire Union* Railways and Canal Company, in the Parish of *Acton* in the County of *Chester*, and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Railway to the said Canal or to the free Navigation thereof: Be it therefore enacted, That, except as is by this Act expressly provided, this Act or anything therein contained shall not authorize or empower the said *London and North-western* Railway Company, or any other Corporation or Persons, under the Provisions of this Act, to alter permanently the Line or Level of the said Canal or Towing Path, or any Works or Conveniences thereto belonging or therewith used or occupied, or in any Manner to obstruct the Navigation of the said Canal or any Part thereof,

thereof, or to divert or impede any of the Waters therein or which may supply the said Canal; and that it shall not be lawful for the said Company to make any Deviation from the Course or Direction of the said Railway delineated in the Map or Plan of the said Railway deposited with the Clerk of the Peace for the said County of *Chester*, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works belonging to the said Canal or any Part thereof respectively, shall be taken, damaged, or interfered with, without the Consent of the *Shropshire Union* Railways and Canal Company in Writing signed by the Secretary or Two of the Directors thereof for the Time being first had and obtained.

Railway to be carried over last-mentioned Canal by a Bridge of the Construction and Dimensions herein mentioned.

XVI. That in carrying the said Railway over the said Canal the said *London and North-western* Railway Company shall and they are hereby required, at their own Expense, and to the Satisfaction of the Engineer for the Time being of the said *Shropshire Union* Railways and Canal Company, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Bridge over the said Canal and the Towing Path thereto, with proper Approaches to such Bridge, and the Soffit of such Bridge shall be at least Nine Feet above the Top-water Level of the said Canal at the Centre of the Waterway, and no Part of the Arch over the said Canal and Towing Path shall be less than Eight Feet above the Top-water Level, and such Bridge shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening throughout of the Heights herein-before provided; and the said Company shall and they are hereby required, at all Times during the Progress of constructing such Bridge over the said Canal, and of all necessary Repairs or Renewal thereof, from Time to Time and at all Times to leave an open and uninterrupted navigable Waterway in the said Canal of not less than Thirty Feet in Width and Nine Feet in Height in every Part, and before putting in the Foundation Walls of the Abutments of the said Bridge to provide for such Waterway, and also a sufficient and convenient Towing Path along the same, to the Satisfaction of the said *Shropshire Union* Railways and Canal Company, or their Acting Engineer for the Time being; and the Time employed in constructing the said Bridge and all the Works thereof which may affect the said Towing Path and Navigation shall not exceed Thirty Days, and the present Towing Path shall not be disturbed until a new and permanent Towing Path shall have been provided as aforesaid, with proper Wall, the Ground made good and properly gravelled, and open for the free Passage of Horses under such Bridge, to the Satisfaction of the said *Shropshire Union* Railways and Canal Company or their Engineer for the Time being; and that in the Case of all future Repairs or Renewal of the said Bridge the same shall be executed

cuted without any unnecessary Delay or Loss of Time during the Progress thereof, and that before the Commencement of any such Repairs or Renewal Notice thereof in Writing, stating the Nature thereof, and the Time of commencing the same, shall be given to the *Shropshire Union* Railways and Canal Company, and that such Notice shall be given not less than Fourteen Days before such Commencement, unless the Public Security or the Safety of the said Railway or of the said Canal or the Works thereof respectively shall require such Repairs or Renewal to be performed without Delay.

Company to pay 10*l.* per Hour, as ascertained Damages, to Shropshire Union Railways and Canal Company, during the Continuance of Infringement of last-mentioned Provisions.

XVII. That (excepting inevitable Accident) if in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works or of the said Bridge over the said Canal, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal, it shall happen that the said Canal or the Towing Path thereof shall be obstructed, and Boats or other Vessels navigating or using the said Canal shall at any Time be impeded in their Passage, or shall not be able to pass along the same, or the Towing or Haulage shall be interfered with, or in case the navigable Waterway and Towing Path herein-before required to be preserved shall at any Time be contracted to a less Width than herein is prescribed, or the Towing Path disturbed, contrary to the Provisions herein contained, then and in any such Case the said *London and North-western* Railway Company shall pay to the said *Shropshire Union* Railways and Canal Company, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which any such Impediment or other Infringement of the Provisions of this Act shall continue; provided also, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the Servants or of Persons employed by the said Company, or any Persons acting under them, the said Company shall pay to the said *Shropshire Union* Railways and Canal Company the further Sum of Thirty Pounds for every Hour during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Secretary, or at the principal Office for the Time being of the said Company, the said *Shropshire Union* Railways and Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*; and in case the said Bridge over the said Canal, or the Towing Path Walls under the said Bridge, or the several Approaches, Side Slopes, or Banks of the said Railway next to the said Canal, or any of them, or any Part thereof, shall be constructed otherwise than is authorized by this Act, or shall not at all Times be

Proviso for Increase of Penalty to 30*l.* after 72 Hours.

kept in good Repair, it shall be lawful for the said *Shropshire Union* Railways and Canal Company from Time to Time to remove or alter the same, and to do all such Repairs as may be proper and necessary, and to recover the Amount of the Expenses incurred by them in or about such Removal, Alteration, or Repairs, from the said Company, by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster;* but nothing herein contained shall extend to prevent the said *Shropshire Union* Railways and Canal Company from recovering against the said Company any special Damage that may be sustained by them on account of any Acts or Defaults of the said Company in respect of which any Penalty is by this Act imposed, beyond the Amount of such Penalty, and they are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where any Penalty hereinbefore imposed shall have been paid by the said Company, and any Action for special Damage shall be brought as above mentioned in respect of the Case for which such Penalty shall have been paid, then the same Penalty shall be deemed and considered as a Payment on account of such special Damage, and Credit shall be given for the same, and the Amount so paid shall be deducted from the Amount of Damages recovered in such Action; and in case the Amount of Damages therein recovered shall not exceed the Sum so paid, then Judgment shall be given for the said Company; and no Action shall be maintainable by the said *Shropshire Union* Railways and Canal Company against the said Company for the Recovery of any Penalty, after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts in respect of which such Penalty would have been recoverable.

Except as before enacted, nothing herein to authorize the Company to interfere with Shropshire Union Railways and Canal, &c.

XVIII. That nothing in this Act contained shall authorize the said *London and North-western* Railway Company, or any Person or Persons, either permanently or temporarily, to enter upon, take, or use any of the Land, Canal, Works, or Property belonging to the said *Shropshire Union* Railways and Canal Company, or in any Manner to alter, vary, or interfere with the said Canal, and the Works thereof or appertaining thereto, except for the Purpose of constructing the said Bridge or Arch in manner aforesaid, nor, except as aforesaid, shall extend to prejudice, diminish, or alter or take away any of the Rights, Privileges, Powers, or Authorities of or vested in or belonging to the said *Shropshire Union* Railways and Canal Company, but all their Rights, Privileges, Powers, and Authorities under the several Acts of Parliament relating thereto or otherwise are hereby expressly saved and reserved.

XIX. And

Regulating the Crossings under the Metropolis Turnpike Roads.

XIX. And whereas it is intended to carry the said Railway under Two of the Turnpike Roads under the Care of the Commissioners of the Metropolis Turnpike Roads North of the *Thames* (that is to say), first, the *Harrow Road* (numbered 48 upon the deposited Plans in the Parish of *Willesden*, and numbered 3 in the Parish of *Saint Mary Abbott's Kensington*), on the Sixth District of such Metropolis Turnpike Roads, by means of a Tunnel under the said Road, and, secondly, the *Kilburn Road* (numbered 36 upon the said Plans in the Parish of *Saint John Hampstead*, and numbered 1 in the Parish of *Willesden*), on the Seventh District of such Metropolis Turnpike Roads, by means of a Bridge carrying the said last-mentioned Road over the said Railway: Therefore it shall not be lawful for the Company to alter the Level or Width of the said Roads under which the said Railway is to be carried as aforesaid, or of the Footpaths of such Roads, or any Part thereof, and that the said Bridge shall have Parapet Walls on each Side thereof of not less than Six Feet Six Inches high from the Centre of the Road over the said Bridge, and that from the Ends of the said Two Parapet Walls of the said Bridge the Company shall make Four Return Walls, each Fifty Feet in Length, along the Sides of the said Railway, and shall carry such Return Walls to the same Height with the said Parapet Walls respectively, (that is to say,) Six Feet Six Inches above the Centre of the Road over the said Bridge, and that the said Bridge shall have between the Parapet Walls thereof respectively clear Widths of not less than the present Breadth of the Road and Footpath to be carried by such Bridge over the said Railway, and that the upper Surface of the Centre of the Arch of the said Tunnel and of the said Bridge shall not be less than Eighteen Inches below the Surface of the Road over such Tunnel and Bridge and every Part thereof, and that so much of the Width between the Parapet Walls of the said Bridge shall be formed into a Carriageway as shall be required by the General Surveyor of the said Commissioners for the Time being, and that the Company shall form raised Footpaths on each Side of the said Carriageway over the said Bridge, and shall lay down Curbstones at the Edge of such Footpaths, and shall form paved Water Channels between such Curbstones and the said Carriageway, and shall relay and make good all the Drains of the said Roads; and that all such Works shall be done by and at the Expense of the Company.

Only Half the Road to be interfered with at once.

XX. That in constructing the said Tunnel, Bridge, and Works only one Half of the Surface of each of such Turnpike Roads and One Footpath shall be first interfered with, leaving the other Half of each of the said Turnpike Roads and One Footpath for the Passage of the Public, until such Time as it is certified in Writing by the said General Surveyor for the Time being that the Half of the said Turnpike

pike Road and Footpath first interfered with have been restored to a good and proper State for the Safety and Convenience of the Public, when it shall be lawful for the Company to shut up the said other Half of the said Turnpike Roads and the other Footpaths respectively; and that all such Measures of Precaution for the Public Safety during the Progress of the Works of the said Railway, including the fencing of the said Works, and lighting and watching the same by Night, shall be adopted by and at the Expense of the Company as shall from Time to Time be required in Writing by the said General Surveyor for the Time being; and that the said Roads shall be restored in the same Lines as the present Roads, with no Deviation therefrom; and the said Roads over the said Tunnel and Bridge, and the Footpaths and paved Channels thereof respectively, shall be preserved or restored with such Materials, and of such Quantity and Quality of each Material, and in such Manner in all respects, as shall be directed or required in Writing by the said General Surveyor for the Time being.

Works connected with the Metropolis Roads to be completed within Six Months from the Commencement.

XXI. That the Company shall finish and complete, to the Satisfaction of the said General Surveyor for the Time being, the said Bridge, new Roads, Footpaths, Parapet Walls, Return Walls, Fences, and all other Works, Matters, and Things herein-before mentioned, and required to be made or done by the Company, and restore and give to the Public the Use of the said Turnpike Roads and Footpaths within Six Months from the Day on which the said Turnpike Roads respectively shall be first interfered with, or the Use of the same Roads by the Public in any way interrupted or made less convenient than heretofore.

General Surveyor may require a temporary Road to be substituted.

XXII. That it shall not be lawful for the Company to commence any Work or Works in any way connected with the crossing of the said Turnpike Roads under the Care of the said Commissioners of the Metropolis Turnpike Roads North of the *Thames* until Ten Days after the Company shall have given Notice of their Intention to commence such Work or Works, and shall have delivered Plans and Drawings of the same to the General Surveyor for the Time being of the said Commissioners, and shall have explained in Writing to such General Surveyor in what Way it is proposed to carry on such Work or Works, and how far the carrying on of the same will interfere with the Safety and Convenience of the Passengers on the said Roads; and if the said General Surveyor shall thereupon require a sufficient Road to be made by the Company instead of the Road interfered with, that then the Company shall make and substitute such sufficient Road before they interfere with the existing Road, and shall maintain the same until the Restoration of the existing Road, and be liable to the same Penalties for failing to make or after Notice to maintain such substituted Road as

as is and are provided by "The Railways Clauses Consolidation Act, 1845," with respect to substituted Roads, and the Failure to make the same.

Alterations may be made in the Works, with the Consent of the Commissioners of the Metropolis Roads.

XXIII. That it shall be lawful for the said Commissioners and Company to agree with each other for the carrying of the said Railway under the said Turnpike Roads or either of them in any other Manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the Company of all such Works, Matters, and Things as may be necessary or expedient for the Purposes aforesaid; and in case of any such Agreement it shall not be binding on the Company to do such of the Works, Matters, and Things herein-before required to be done by them as shall be by the said Agreement expressly dispensed with by the said Commissioners.

All Works connected with the Metropolis Roads to be constructed under the Superintendence of the General Surveyor of the Commissioners.

XXIV. That the said proposed new Roads, Tunnel, Bridge, Walls, Fences, Drains, and all other the Works aforesaid, and also all Repairs and Renewals of the said Tunnel, Bridge, Walls, Fences, Drains, and Works respectively which shall hereafter be made by the Company, shall be constructed and made and formed to the Satisfaction and under the Direction and Superintendence from Time to Time of the said General Surveyor for the Time being, and that the Plans and Designs for the said Bridge and the Works connected therewith (which shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Works) shall be such as shall be approved of by the said General Surveyor for the Time being, and the Materials whereof the said Tunnel, Bridge, and Works shall be constructed shall be good and sufficient for the respective Purposes for which such Materials shall be used, and of such Descriptions respectively as shall be approved of by the said General Surveyor for the Time being; and in case, in the Construction of the said Tunnel, Bridge, and Works, or any of them, the Company shall do or cause any Injury or Damage to the said Turnpike Roads or Footpaths, or any of them, or any Part thereof respectively, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the said General Surveyor for the Time being, or if, by reason of the Construction of any of the Works hereby authorized or required to be constructed by the Company, any Alteration of the said Metropolis Turnpike Roads or Footpaths, or of the Drains or Sewers under the same, shall in the Judgment of the said General Surveyor for the Time being be rendered necessary, and the Company shall not, upon being required so to do by the said General Surveyor for the Time being, proceed forthwith to make such Alteration to the Satisfaction of the said General Surveyor, then and in any of such Cases it shall be lawful for the said General Surveyor to cause all such Repairs and

Alterations to be made as he in his Discretion shall think fit; and all Costs and Expenses of such Repairs and Alterations shall be paid, on Demand, by the Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners of the Metropolis Turnpike Roads from the Company, with full Costs of Suit, by Action in any of Her Majesty's Courts of Record at *Westminster*.

If the Company fail to keep Works in repair, the Metropolis Roads Commissioners may repair the same.

XXV. That if and so often as the Company shall fail to repair, and keep in good and complete Repair, to the Satisfaction of the said General Surveyor for the Time being, the said Tunnel, Bridge, Walls, Screens, Fences, and other Works connected with crossing the said Turnpike Roads or Footpaths, and if, after Notice thereof given to the Company by or on behalf of the said Commissioners of the Metropolis Turnpike Roads North of the *Thames*, the Company shall not for the Space of Three Days commence such Repair, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Commissioners to proceed to repair and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repairs as may be, and all the Costs, Charges, and Expenses incurred by the said Commissioners shall be paid, on Demand, by the Company, or on Failure of Payment for Twenty-one Days after such Demand the same may be recovered from the Company, with full Costs of Suit, by Action in any of Her Majesty's Courts of Record at *Westminster*.

No Land belonging to Mr. Eyre to be taken by the Company, except that herein specified.

XXVI. That it shall not be lawful for the Company to take, either for extraordinary Purposes or otherwise, any Land of *Walpole Eyre* Esq. in the said Parish of *Saint John Hampstead*, other than and except a Strip of Land on each Side of the Railway, not exceeding Thirty-three Feet in Width, commencing at the Mouth of the *Primrose Hill* Tunnel, and terminating at the Property numbered 17 and 18 in the Parish of *Saint John Hampstead* on the Plans deposited as in this Act mentioned, such Strip of Land forming Part of the Lands numbered 1 to 18 inclusive in the Parish of *Saint John Hampstead* on the said Plans.

The Company to widen Two Bridges crossing the Railway abutting on the Lands of Mr. Eyre.

XXVII. That the said Company shall, within the Space of Six Calendar Months from the passing of this Act, at their own Costs and Charges, and with good and substantial Materials, widen the Two Bridges now erected over and across the said Railway, and abutting on the Lands belonging to the said *Walpole Eyre*, to the full Breadth of Forty-four Feet, and shall and will make the Roads over the same, with the Approaches thereto, within the like Time of Six Months, with good and sufficient Materials; and that the said Bridges, Roads,

and

and Approaches shall be for ever thereafter maintained and kept in good and sufficient Repair by the Company to the reasonable Satisfaction of the Surveyor of the said *Walpole Eyre*, his Heirs, Successors in Estate, or Assigns.

If Mr. Eyre's Land not purchased, and Works commenced, in One Year, Powers to cease.

XXVIII. That if the said Company do not complete the Purchase of the Land for and commence the said Railways or Sidings hereby authorized to be made upon the said Land of the said *Walpole Eyre*, within One Year from the passing of this Act, the Powers of this Act granted to the Company, so far as regards the Purchase of such Lands for the making of the said Railway and Sidings upon the said Land, shall cease to be exercised.

Works on the Lands of Mr. Eyre and Fence Wall to be completed within Nine Months of commencing same.

XXIX. That the said Company shall, within Nine Calendar Months from the Time of commencing the Works authorized by this Act in the said Parish of *Saint John Hampstead*, make and complete so much of the said Railway or Sidings intended to be laid down and made as extends upon the said Lands belonging to the said *Walpole Eyre*, and build the Slopes or Embankments skirting the said Portion of the said Railway or Sidings upon such Lands with good Bricks, in a substantial and workmanlike Manner, and also shall and will, within the like Time, erect and build a Fence Wall along the outward Boundaries of the Lands belonging to the said *Walpole Eyre*, and by this Act authorized to be taken, to the Height of Six Feet above the Surface of the Ground, or to such other Height as may be necessary for the Public Safety, such Fence Walls to be built with good Bricks, in a substantial and workmanlike Manner, and shall immediately upon the Commencement of the said Railway and Sidings upon the Land of the said *Walpole Eyre* erect a Post and Rail Fence upon the outside Boundaries of the same Land, and shall maintain the same until the said Wall shall be completed, all such Works to be finished to the reasonable Satisfaction of the said *Walpole Eyre*, his Heirs, Successors in Estate, or Assigns; and in case any Dispute shall arise, the same shall be settled by Arbitration according to the Provisions contained in the "Companies Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Arbitration in case of Dispute.

No Building to be erected on Mr. Eyre's Lands, except Sheds for the Company's Servants.

XXX. That nothing in this Act contained shall authorize the said Company to erect any Buildings on the Lands belonging to the said *Walpole Eyre* to be taken for the Purposes of this Act as aforesaid, except only sufficient Sheds for the Shelter of the said Company's Servants, such Sheds to be built according to a Plan previously submitted for Approval by the Surveyor for the Time being of the said *Walpole Eyre*, his Heirs, and Successors in Estate, or Assigns, or to authorize the said Company to permit any Locomotive Steam Carriage, or

or any Carriage conveying Oxen, Sheep, Swine, or other Cattle, or Manure or other offensive Matter, to remain on any Part of such Lands for a longer Period than Two Hours, except in Cases of Accident, when it shall be lawful for the damaged Carriages, Engine, or other Vehicles to remain on the said Land such reasonable Time as may be requisite; and in Cases of any Dispute as to such Time, or as to the Plan of the Sheds, such Dispute to be referred to the Board of Trade, or such other Arbitrator as they shall appoint, whose Decision thereon shall be final.

Arbitration in case of Dispute.

Land for extraordinary Purposes.

XXXI. That it shall be lawful for the Company to purchase any Quantity of Land for extraordinary Purposes, and either adjoining or near to their Railway or otherwise, as shall seem convenient, not exceeding Thirty Acres, in addition to the Land which they are already authorized to take.

Limiting Time for completing the Railways.

XXXII. That the Railways hereby authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the said Railways shall cease to be exercised, except as to so much thereof as shall then be completed.

Maximum Tolls.

XXXIII. That the Company may from Time to Time lawfully demand and receive from other Parties in respect of their Right to use the Railways by this Act authorized, and in respect of Carriages and Engines employed by such other Parties thereon respectively, any Tolls not exceeding the Tolls specified in the firstly herein-before recited Act.

Maximum Rates of Charges.

XXXIV. That the Company may from Time to Time lawfully demand and receive, for the Conveyance by them of Passengers upon the said Railways, including every Expense incidental to such Conveyance, except Government Duty, any Sums not exceeding the maximum Rate of Charge prescribed by the firstly herein-before recited Act.

For Cattle, Goods, &c.

XXXV. That the Company may from Time to Time lawfully demand and receive for the Conveyance by the Company of Goods and Cattle upon the said Railways, including every Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, any Sums not exceeding the maximum Charges prescribed by the said firstly-recited Act; and the same Regulations shall apply to all such Tolls,

Tolls, Rates, and Charges as apply to the Tolls, Rates, and Charges specified in the firstly herein-before recited Act.

Tolls for small Parcels.

XXXVI. Provided always, That with respect to small Parcels carried on the Railways by this Act authorized the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels on the Railway or any Part thereof, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Sixpence;

For any Parcel not exceeding Fourteen Pounds in Weight, Eightpence;

For any Parcel not exceeding Twenty-eight Pounds in Weight One Shilling and Fourpence;

For any Parcel not exceeding Fifty-six Pounds in Weight, Two Shillings;

And for Parcels exceeding Fifty-six Pounds in Weight and not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages.

Power to apply Corporate Funds to Purposes of this Act.

XXXVII. That it shall be lawful for the Company to apply to the Construction of the Railways and Works by this Act authorized all or any of the Monies which they now have in their Hands, or which they have Power to raise by Shares or Mortgage, by virtue of any Acts relating to the Company, and which may not be required for the Purposes to which they are by any such Acts made specially applicable.

Dividends suspended if Railways not opened within a limited Period.

XXXVIII. That if the Railways by this Act authorized to be constructed shall not be completed and opened for public Traffic within Five Years from the passing of this Act, then and from thenceforth it shall not be lawful for the Company to declare or pay any Dividend on the ordinary or unguaranteed Capital of the Company until the said Railways shall have been completed and opened for public Traffic.

Removing Doubts as to Maintenance of Wavertree Lane.

XXXIX. And whereas by an Act passed in the Seventh Year of the Reign of King *George* the Fourth, intituled *An Act for making and maintaining a Railway or Tramroad from the Town of* Liverpool *to the Town of* Manchester, *with certain Branches therefrom, all in the County of* Lancaster, the Company thereby incorporated by the Name of the "*Liverpool and Manchester* Railway Company" (whose

(whose Undertaking now forms Part of the Undertaking of the *London and North-western* Railway Company) were empowered to carry their Railway across certain Roads on the Level, and among others over a certain Highway situate partly in the Borough of *Liverpool* and partly in the Township of *Wavertree* in the Parish of *Childwall*, called *Wavertree Lane*, subject to the Restrictions therein contained, and the Railway was accordingly carried across the said Highway on the Level: And whereas by the Local and Personal Act passed in the First Year of the Reign of King *William* the Fourth, Chapter Fifty-one, the Company were empowered to build, erect, and make Bridges for the Purpose of carrying Turnpike Roads over the Railway, which were crossed by the Railway on a Level, in the Manner and under certain Regulations therein contained, but no Provision is thereby made for imposing on the Company the Liability to maintain the Approaches to such Bridges, or the Works connected therewith: And whereas by the Local and Personal Act of 8 and 9 *Vict.* Cap. 123. the Company were required, within Twelve Calendar Months from the passing of that Act, to carry the said Highway called *Wavertree Lane* over the same Railway by means of a Bridge, in the Manner and under the Regulations contained in the said Act passed in the First Year of the Reign of His said Majesty King *William* the Fourth: And whereas by the Act of 9 and 10 *Vict.* Cap. 204. the Provisions of "The Railways Clauses Consolidation Act, 1845," were extended to the Undertaking of the Company thereby incorporated, including therein the said *Liverpool and Manchester* Railway: And whereas Doubts have arisen whether or to what Extent the Provisions contained in "The Railways Clauses Consolidation Act" extend and apply to the Bridge so constructed for carrying the said Highway across the said Railway, and Doubts are also entertained whether, even if such Provisions of "The Railways Clauses Consolidation Act" extend to such Bridge, the said Company are liable to repair any Portion of the said Highway; and it is expedient that such Doubts should be removed: Be it enacted, That from and after the passing of this Act the Company shall be bound to maintain and keep in repair the said Bridge, with the Abutments, Wing and Side Walls, Embankments, Parapet and Retaining Walls of such Bridge, and of the immediate Approaches thereto, and all other Works connected therewith (with the Exception of the Road herein-after mentioned), and also to repay to the Surveyors or other Persons having the Care and Management of the said Road such additional Expense (if any) as may already have been or may hereafter from Time to Time be incurred by them in the Maintenance and Repair of the said Road, by reason of the same having been diverted or the Level altered for the Purpose of carrying the same over the Railway by means of the said Bridge, instead of on the Level thereof; but the Company shall not be liable

liable to any other Expense whatever in reference to the Maintenance and Repair of the said Road; and if any Dispute arise between the Company and such Surveyors or other Persons as to whether any such additional Expense has been incurred, or as to the Amount thereof, the same shall be settled by summary Proceeding before Two Justices, on Complaint made in the Manner directed by "The Railways Clauses Consolidation Act" for the Recovery of Penalties imposed thereby; and the Adjudication of such Justices on such Dipsute shall be subject to a like Appeal as is provided by the 157th Section of "The Railways Clauses Consolidation Act" for any Party aggrieved by any Determination or Adjudication of any Justice with respect to any Penalty or Forfeiture under the Provisions thereof.

Deposits for future Bills not to be paid out of the Company's Capital.

XL. That it shall not be lawful for the Company, out of any Money by any existing Act relating to the said Company authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining any Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Railway, &c. to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., 9 & 10 Vict., c. 57., and 14 & 15 Vict. c. 64.

XLI. And whereas an Act was passed in the 2nd Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railways;* and another Act was passed in the 4th Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways;* and another Act was passed in the 6th Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops;* and another Act was passed in the 8th Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways;* and another Act was passed in the Session of Parliament held in the 9th and 10th Years of the Reign of Her present Majesty, intituled *An Act for regulating the Gauge of Railways;* and another Act was passed in the Session of Parliament held in the 14th and 15th Years of the Reign of Her said Majesty, intituled *An Act to repeal the Act for constituting Commissioners of Railways:* Be it enacted, That nothing in this Act contained shall be held to exempt the said Railways or the Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect of the said Railways and Company, so far as the same shall be applicable.

XLII. That

The London and North-western (Crewe and Shrewsbury Extension, &c.) Act, 1853.

Railways not exempt from Provisions of future General Acts.

XLII. That nothing herein contained shall be deemed or construed to exempt the Railways by this or any other Act relating to the Company authorized to be made, or the Company, from the Provisions of any General Act relating to such Acts, or of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, and of the Rates for small Parcels, authorized by this or any other Act relating to the Company.

Expenses of Act.

XLIII. That all the Costs, Charges, and Expenses of and incident to the obtaining of this Act and preparatory thereto shall be paid by the Company.

Short Title.

XLIV. That in citing this Act it shall be sufficient to describe it as "The *London and North-western* (*Crewe and Shrewsbury* Extension, *&c.*) Act, 1853."

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