

[61 & 62 VICT.] *Midland Railway (West Riding Lines)* [Ch. clxiii.]
Act, 1898.



CHAPTER clxiii.

An Act to confer powers upon the Midland Railway Company for the construction of Railways from Royston to Bradford in the West Riding of the County of York and for other purposes. A.D. 1898.
[25th July 1898.]

WHEREAS it is expedient that the Midland Railway Company (in this Act called "the Company") should be empowered to construct the new railways and other works in the west riding of the county of York in this Act mentioned:

And whereas plans and sections showing the lines and levels of the railways by this Act authorised and plans showing the lands required or which may be taken for the purposes or under the powers of this Act and also books of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerk of the peace for the west riding of the county of York and those plans sections and books of reference are in this Act referred to as the deposited plans sections and books of reference respectively:

And whereas it is expedient that the Company should be empowered to raise additional capital for the purposes of the railways and other works by this Act authorised and for other purposes of this Act:

And whereas the objects 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 for all purposes as the Midland Railway (West Riding Lines) Act 1898. Short title.

[Price 3s. 6d.]

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Incorporation of
general Acts.

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

The Lands Clauses Acts :

The Railways Clauses Consolidation Act 1845 :

Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 :

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

The transfer or transmission of shares ;

The borrowing of money by the Company on mortgage or bond ;

The conversion of borrowed money into capital :

And Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts.

Interpretation.

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

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

Power to
Company to
make new
railways &c.

4. 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 thereof respectively the railways hereinafter described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on those plans and described in the deposited books of reference relating thereto respectively as may be required for those purposes :

The railways and works herein-before referred to and authorised by this Act to be made by the Company are—

Railway No. 1 eight miles two furlongs and eight chains in length commencing in the parish of Havercroft-with-Cold Hiendley by a junction with the Company's railway from Derby to Leeds and terminating in the parish and urban district of Thornhill in the field numbered on the 25-inch Ordnance map 689 in the said parish :

Railway No. 4 eleven miles in length commencing in the parish and urban district of Thornhill by a junction with Railway No. 1 at the termination thereof and terminating in the parish and city and county borough of Bradford by a junction with the Company's Leeds and Bradford Railway :

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Railway No. 6 two furlongs and three chains in length situate wholly in the parish of Bradford in the city and county borough of Bradford commencing by a junction with Railway No. 4 and terminating by a junction with the Midland Railway from Leeds to Bradford (goods lines).

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5. The railways shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) be part of the railway of the Company as if the same had been part of the Midland Railway at the date of the passing of the Midland Railway Company (Rates and Charges) Order Confirmation Act 1891 and shall for all other purposes be part of the undertaking of the Company as authorised by the Midland Railway Consolidation Act 1844.

Rates and charges for railways.

6. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say) :—

Inclination of roads.

No. on Deposited Plan.	Parish.	Description of Road.	Intended Inclination.
RAILWAY No. 1.			
20	Notton	Public	1 in 14
RAILWAY No. 4.			
220	Borough of Dewsbury	Public	1 in 16
37	Urban district of Gomersal	Public	1 in 11½

7. The Company may divert the public highway referred to in the next following table in the manner shown upon the deposited plans and sections and when and as the new portion of 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) :—

Power to divert road as shown on deposited plans.

Railway.	Parish.	No. of Road on Plan.
No. 4 - -	Borough of Dewsbury - -	220

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A.D. 1898. — And when and so soon as the said road is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road stopped up as far as the same is bounded on both sides by lands of the Company.

Company not liable to repair surface of road level of which is not permanently altered.

8. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways or any of them by a bridge or bridges or the immediate approaches thereto except so far as the level of such road or highway or approaches is permanently altered.

For protection of West Riding County Council.

9. In the execution of the works and in the exercise of the powers by this Act authorised the following provisions for the protection of the county council of the west riding of Yorkshire (in this section called "the council") shall notwithstanding anything shown on the deposited plans and sections or contained in this Act have effect unless otherwise agreed upon in writing between the Company and the council (that is to say) :—

- (1) The Company shall construct to the reasonable satisfaction of the surveyor of the council all such works and do all such things as may be necessary to prevent any subsidence of any road or roads under the control or jurisdiction of the council where the railway will be constructed in tunnel under the same respectively :
- (2) The Company shall construct the bridge carrying the Wakefield and Sheffield Road over the proposed Railway No. 1 with a width between the parapets of fifty feet :
- (3) The bridge whereby Railway No. 1 is carried over the Wakefield and Denby Dale main road shall be a flat girder or brick arch bridge having a span of forty-one feet and a clear headway of eighteen feet for a central width of twenty-five feet ;

The bridge whereby Railway No. 1 is carried over the Wakefield and Austerlands main road shall be a flat girder or brick arch bridge having a span of forty-five feet and a clear headway of eighteen feet for a central width of twenty feet ;

No abutment or pier by which the railway is carried over either of the said roads shall be constructed within the fences thereof respectively :

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- (4) The bridge whereby Railway No. 4 is carried over the Leeds and Elland main road shall be a flat girder bridge of the full width of the said road between the fences thereof where crossed by the railway. The abutments of the said bridge shall be in line with the said fences and the bridge shall have a clear headway throughout of not less than sixteen feet from the surface of the said road at the point of crossing to the underpart of the said bridge:
- (5) The said bridges shall be so constructed and maintained as to prevent as far as practicable the dropping of water upon the roads beneath and otherwise made watertight:
- (6) The Company shall construct and maintain on both sides of the bridge mentioned in sub-section (4) and for such distances beyond as the county council shall reasonably require substantial parapets or close screens of the height of six feet at least and all such parapets or close screens shall be constructed in such manner as the council shall reasonably approve by their surveyor:
- (7) The said roads respectively shall not during the construction of the said bridges respectively or during any subsequent repairing thereof be unnecessarily obstructed or interfered with:
- (8) All works affecting the public use of the said main roads or any of them shall be executed according to the reasonable requirements and to the reasonable satisfaction of the said surveyor but in all things at the expense of the Company who shall pay the reasonable cost incurred by the council in and about such superintendence:
- (9) If any difference arise between the Company and the council as to the true intent and meaning of any of the provisions of this Act in relation to any works to be executed or any powers to be exercised affecting the said main roads or any of them such difference shall be settled by an engineer to be agreed on between the parties and failing agreement to be appointed by the Board of Trade on the application of either of the parties in difference.

10. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Dewsbury (in this section called "the corporation") shall unless otherwise agreed in writing between the corporation and the Company apply and have effect:—

For protection of corporation of Dewsbury.

- (1) In this section the expression "railway" means Railway No. 4 by this Act authorised and the expression "street" has

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the same meaning as that assigned to it by the Public Health Act 1875 :

- (2) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water mains pipes or apparatus of the corporation until they shall have given to the town clerk of Dewsbury fourteen 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 water courses gas and water mains pipes and apparatus proposed to be interfered with and until the corporation shall have signified their approval of the same or if within the said period they shall not have signified their approval or if they shall have signified their disapproval a difference shall be deemed to have arisen within the meaning of this section and all such works shall be done under the superintendence and to the reasonable satisfaction of the engineer to the corporation and the reasonable cost of such superintendence shall be paid by the Company and shall be a debt due from the Company to the corporation :
- (3) Notwithstanding anything shown upon the deposited sections the Company shall not in altering the level of Huddersfield Road for the purpose of carrying the railway over that road make the same of a steeper gradient than 1 in 40 Provided that the Company shall give to the corporation two months' previous notice in writing of their intention to commence the work and if the corporation desire an easier gradient by extending the alteration of the level of the road in the south-eastern direction up to Temple Road and shall give notice to the Company of such desire within the two months aforesaid the Company shall so alter the level of the road between the point of crossing and the point at which the alteration of level would terminate if the gradient were 1 in 40 as to make the inclination of a uniform rate between the point of crossing and Temple Road and the corporation shall at their own expense alter the level of the existing road by extending the said uniform inclination from the said point at which the alteration of level would terminate if the gradient were 1 in 40 to Temple Road . If the extended alteration of gradient hereinbefore referred to shall necessitate any work in Fearnley Street or any compensation to landowners such works shall be executed and the compensation paid by the corporation :
- (4) The railway shall be carried over Huddersfield Road by a flat girder bridge throughout of the full and clear width of that

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road and the clear headway of the said bridge shall not be less than sixteen feet and if the bridge be constructed of such width as will allow of the laying down thereon of more than two lines of rail the Company shall make an opening in or near the centre of the bridge extending for the full width of the street of such width as shall be reasonably required by the corporation for affording adequate light and ventilation to the street under such bridge:

- (5) The piers or abutments and foundation of the said bridge shall extend and be made below the surface of the ground to such depth as will allow the corporation to make repair and relay any sewers drains gas and water mains pipes and apparatus:
- (6) The Company shall construct and maintain a proper and substantial parapet or screen of not less than six feet in height above the level of the rails for the full length of the said bridge and for a distance of ten feet on each side thereof:
- (7) The said bridge shall be constructed and maintained so as to prevent as far as practicable the dripping of water:
- (8) The Company shall construct and maintain on each side and for the full length of every bridge carrying any street over the railway a proper and substantial parapet or screen of not less than six feet in height above the level of the footway on such bridge:
- (9) The Company before obstructing any street shall provide and until the obstruction is removed maintain to the reasonable satisfaction of the corporation proper accommodation for the traffic along such street and access to houses and property therein and for preserving an uninterrupted supply of gas and water to such houses and shall cause such obstruction to be properly fenced and lighted:
- (10) In the construction of the tunnel shown upon the deposited plans in the borough of Dewsbury the Company shall not break up or interfere with any street over such tunnel and shall not make any opening or ventilation in or within ten yards of any street:
- (11) In altering or interfering with existing streets the Company shall not reduce the width of any such street:
- (12) All streets within the borough broken up or altered by the Company shall be restored to as good a condition as before the interference therewith respectively by the Company to the reasonable satisfaction of the corporation and where the surface of any street has been interfered with or disturbed by the

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Company the Company shall well and sufficiently and to the satisfaction of the corporation restore the surface of the street so interfered with or disturbed :

- (13) Any new road required to be made by the Company under this Act shall be made to the reasonable satisfaction of the borough surveyor and such road shall when made be maintained and kept in repair by the Company for a period of twelve months after completion :
- (14) The Company shall keep the surface of all streets broken up altered interfered with or disturbed by the Company in good repair for a period of twelve months from the completion or restoration of the same :
- (15) In sections 18 to 23 of the Railways (Clauses Consolidation Act 1845 the words "company" or "society" shall for the purpose of this section be held to extend to and include the corporation :
- (16) 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 and section to be reasonably approved of by the corporation another sewer or drain in lieu of and of equal capacity with the sewer and 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 and in such manner as shall be reasonably approved by the corporation :
- (17) Whenever the gas or water 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 by reason of the exercise of such powers it is necessary for maintaining the supply of gas and water to lay down additional mains pipes or apparatus such additional mains pipes or apparatus (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 :
- (18) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in repairing or altering any existing sewer drain gas or water main pipes or apparatus the Company shall repay to the corporation such cost :
- (19) In case it shall be necessary to construct the railway over any sewer or drain of the corporation provision shall be made to the satisfaction of the corporation for protecting such sewer

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or drain from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair : A.D. 1898.

- (20) 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 (unless otherwise agreed upon) be settled by an engineer to be appointed upon the application of either party by the President of the Institution of Civil Engineers.

11. The following provisions for the protection and benefit of the mayor aldermen and citizens of the city of Wakefield (in this section called "the corporation") shall unless otherwise agreed between the Company and the corporation apply and have effect (that is to say) :— For protec-
tion of
corporation
of Wakefield.

- (1) The Company shall carry the Railway No. 4 authorised by this Act over the water main of the corporation in the fields numbered 5 and 6 respectively on the deposited plans in the urban district of Heckmondwike by means of a bridge the foundations of the abutments whereof shall be carried down to below the level of the bottom of the said main and no part thereof shall be within four and a half feet of the centre of the said main :

- (2) If the Company acquire the said lands numbered 5 and 6 respectively or any part thereof they shall not place or erect or suffer to be placed or erected any building or erection whatever upon the lands so acquired within four and a half feet of the centre of the water main of the corporation nor plant or grow or suffer to be planted or grown on such lands any tree within that distance of the said water main nor shall they do or suffer to be done anything to the prejudice or injury of the said main or the works connected therewith or of the due use and enjoyment thereof by the corporation :

- (3) If by reason of the construction maintenance or working of the Railway No. 4 by this Act authorised any water main of the corporation shall sustain any damage or injury or the corporation shall incur any liability the Company shall make full compensation in respect thereof and the same shall be recoverable in any court of competent jurisdiction :

- (4) The provisions of sections 18 to 23 both inclusive of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to all water mains and pipes belonging to the corporation as fully and effectually as if water were being furnished by the corporation to the inhabitants of houses adjoining or near to the railways by this Act authorised

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to be constructed and whenever in those sections the expression "society" or "company" is used in relation to a water company the same shall for the purposes of this section be deemed to include the corporation. Provided always that all penalties to which the Company may be liable under section 23 of the Railways Clauses Consolidation Act 1845 may be recovered by the corporation and applied by them as part of the revenue of their water undertaking.

For protection of waterworks of Batley Corporation.

12. Notwithstanding anything in this Act or the Acts incorporated herewith contained the following provisions for the protection of the mayor aldermen and burgesses of the borough of Batley (herein-after in this section referred to as "the corporation") shall have effect:—

- (1) The Company shall not for the purpose of constructing the works by this Act authorised or any part thereof raise sink or otherwise alter the position of the fifteen-inch water main and pipes of the corporation laid and constructed along the road called High Street in the urban district of Heckmondwike and numbered 99 on the deposited plans of the Company except in accordance with a plan section and specification to be previously submitted by the Company to and approved of by the corporation and in case of difference to be settled by an engineer to be appointed as herein-after provided and the Company shall make due arrangements and execute and do all such works and things as may be required for the effectual protection of the said main and pipes from frost or injury:
- (2) The Company shall in the execution of the works by this Act authorised make all such provision and do all such works matters and things as may be requisite for the due protection support and maintenance as well during the execution of the works by this Act authorised as after the completion thereof of the water mains pipes apparatus and works of the corporation and for preventing any injury or interruption to the works and water supply of the corporation:
- (3) The whole of the works for the purposes aforesaid shall be done under the superintendence of the engineer to the corporation and the Company shall give to the said engineer not less than forty-eight hours' notice for that purpose. Moreover the corporation may if they so elect carry out themselves any such works at the expense in all things of the Company:
- (4) If by reason of the execution of the works by this Act authorised or the repair or want of repair or due or proper maintenance thereof or otherwise by reason of the said last-

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named works any repairs renewals or alterations of the water mains pipes apparatus and works of the corporation are required such repairs renewals or alterations shall be effected by the corporation at the expense in all things of the Company and the Company shall pay to the corporation full compensation in respect of any damage or injury which may be occasioned or done to any of their mains pipes or waterworks by reason of the execution of the works by this Act authorised or the repair or want of repair or due and proper maintenance of such last-named works or otherwise on account thereof as aforesaid :

- (5) If by reason of the construction of any of the works by this Act authorised interruption shall at any time be occasioned to the water supply of the corporation or if any such interruption shall at any time be occasioned by any repairs of the works of the Company or for or by reason of any want of repair or due or proper maintenance thereof the Company shall forfeit and pay to the corporation the sum of fifty pounds for every day during which such interruption shall continue and the same and all other sum or sums of money payable by the Company to the corporation under this section may in the event of non-payment thereof within fourteen days after written demand be recovered by the corporation as a debt :
- (6) The corporation shall not be liable to the Company in respect of any damage which may at any time hereafter be occasioned to any of the works by this Act authorised or to any of the lands houses buildings railways works or hereditaments of the Company by reason of the giving way of the water mains pipes apparatus and works of the corporation due to the construction of the works authorised by this Act or to any repairs thereof or to any want of repair or due or proper maintenance thereof and the Company shall indemnify and keep indemnified the corporation from and against all claims which may be made upon them in respect of any such damage which may at any time hereafter be done in manner aforesaid to any person or persons or corporation or corporations or to their lands houses buildings works or hereditaments :
- (7) If any difference arise between the corporation and the Company touching this section or anything arising thereunder such difference shall be settled by an engineer to be agreed upon between the parties or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application in writing of either of the parties in difference :
- (8) Such of the provisions of sections 18 to 23 inclusive of the Railways Clauses Consolidation Act 1845 as are applicable shall

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so far as the same are not inconsistent with or varied by the provisions herein-before in this section contained and subject thereto apply to the water mains and pipes of the corporation and in those sections the words "company or society" shall for the purpose of such application be held to extend to and include the corporation.

For protection of Dewsbury and Heckmondwike Waterworks Board.

13. The following provisions for the protection and benefit of the Dewsbury and Heckmondwike Waterworks Board (in this section referred to as "the board") shall unless otherwise agreed in writing between the Company and the board have effect (that is to say):—

- (1) The provisions of the Railways Clauses Consolidation Act 1845 contained in the sections 18 to 23 shall subject to the provisions of this section extend and apply to the water mains pipes and apparatus of the board and whenever in those sections the word "company" or "society" is used the same shall for all the purposes of this Act be held to extend to and include the board:
- (2) The Company shall not interfere with any water main pipe or apparatus of the board until they shall have given to the clerk to the board fourteen 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 water mains pipes and apparatus proposed to be interfered with:
- (3) Whenever the water mains pipes or apparatus of the board shall be severed or interfered with in the execution of any of the powers of this Act any necessary substituted mains or pipes shall previous to the severance or interference be laid by the board at the expense of the Company:
- (4) If by reason of the execution of any of the powers of this Act the board shall necessarily incur any cost in altering any existing main pipe or apparatus the Company shall repay to the board such cost:
- (5) Any difference which may arise between the board and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be determined by an engineer or other fit person nominated (unless otherwise agreed) by the Board of Trade and the provisions of the Arbitration Act 1889 or any then subsisting statutory modification or re-enactment thereof shall apply.

For protection of Heckmondwike Urban

14. For the protection of the urban district council for the district of Heckmondwike in the west riding of the county of York (herein-after in this section called "the urban district council")

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the following provisions shall (unless otherwise agreed in writing between the urban district council and the Company) have effect (that is to say):—

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District
Council.

(1) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 inclusive shall so far as the same are applicable and so far as the same are in this clause varied apply to the water mains sewers drains and pipes of the urban district council and whenever in those sections the word "company" or "society" is used the same shall for all the purposes of this Act be held to extend to and include the urban district council. Provided always that all penalties to which the Company may render themselves liable under section 23 of the Railways Clauses Consolidation Act 1845 may be recovered by the urban district council and appropriated by them for general district purposes:

(2) Whenever the water mains sewers drains or pipes of the urban district council shall be severed or interfered with by the works authorised by this Act and whenever in consequence of such works it is necessary for maintaining the supply of water and the drainage arrangements of the said district to make alterations and to provide and lay any additional water mains sewers drains or pipes the whole of such works and the materials required therefor shall previous to the severance or interference by the Company be done and provided by the urban district council to their own satisfaction at the cost and expense of the Company. Provided always that such cost shall include all costs and expenses to be incurred by the urban district council in the negotiations for preparation and completion of any grant or grants of easement which may be necessary to enable such works as aforesaid to be carried out and completed:

(3) If the Company elect themselves to execute any of the works by this section provided for they shall be at liberty so to do at their sole cost but under and subject to the superintendence and control and to the satisfaction of the surveyor for the time being of the urban district council or such other person as the urban district council may for that purpose appoint and the Company shall seven days at least before commencing the works aforesaid give notice in writing addressed to the clerk for the time being of the urban district council of their intention so to do accompanied by plans and sections and other necessary particulars showing the works proposed to be executed:

(4) The bridge for carrying the proposed railway over Walkley Lane within the district of the urban district council shall

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be constructed so as to give a width of forty feet at least on the square between the abutments and a clear headway of not less than fifteen feet and also so as to prevent as far as possible the dropping of water upon the road beneath. The Company shall acquire the land between the abutments of such bridge and Walkley Lane aforesaid and shall dedicate the same to the public use when required by the urban district council :

- (5) The Company shall within the period of six months after the opening of the railway for public traffic lay out and construct a footpath of a width of six feet at least leading from Walkley Lane to Francis Street and in such position as the urban district council shall require and such footpath shall when constructed and laid out be dedicated by the Company to the public use :
- (6) The bridge for carrying Cemetery Road over the proposed railway shall be constructed so as to give a width of thirty-six feet at least on the square between the parapets (such width being measured from the present line of Cemetery Road on the west side thereof) :
- (7) The bridge for carrying Brighton Street over the proposed railway shall be constructed so as to give a width of thirty-six feet at least on the square between the parapets (such width being measured from the present line of the street on the east side thereof) and the street shall be rounded off towards Claremont on the south-west side thereof by such a sweep (not exceeding ten feet radius) as shall be satisfactory to the surveyor to the urban district council :
- (8) The bridge for carrying Jeremy Lane over the proposed railway shall be constructed so as to give a width of thirty-six feet at least on the square between the parapets (such width being measured from the present line of the street on the east side thereof) :
- (9) The urban district council shall on the completion of the works set forth in the above sub-sections provide the necessary paving metalling kerbing flagging &c. required in consequence of the widening of the said roads and shall relieve the Company from the maintenance of the said roads twelve months after the completion of the works aforesaid :
- (10) The Company shall construct a bridge in a position to be agreed with the urban district council for the purpose of carrying the proposed new road to be called "North Road" over the intended line of railway at an angle of not less than sixty degrees with the railway and such bridge shall be

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constructed so as to give a width of forty feet at least on the square between the parapets : A.D. 1898.

- (11) The urban district council 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 connexion therewith :
- (12) Any difference which may arise between the urban district council 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 referred to arbitration in accordance with the provisions of the Arbitration Act 1889 or any existing statutory modification thereof.

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

For protec-
tion of
Soothill
Upper and
Thornhill
Waterworks.

- (1) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 both inclusive shall subject to the provisions of this section and so far as the same are applicable apply to the water mains and pipes the joint property of the urban district councils of Soothill Upper and Thornhill (herein-after together referred to as "the joint councils") and also to the water mains and pipes the property of the said urban district council of Soothill Upper and whenever in those sections the word "company" or "society" is used the same shall for all the purposes of this Act be held to extend to and include the joint councils and also the said council of Soothill Upper :
- (2) If the Company shall interfere with any water mains or pipes of the joint councils all alterations of the same and all additional or other mains and pipes rendered necessary by any works authorised by this Act shall respectively be made and laid at the expense of the Company by the joint councils in accordance with a plan to be reasonably approved by the engineer to be appointed by the joint councils :
- (3) If the Company shall interfere with any water mains or pipes of the said council of Soothill Upper all alterations of the same and all additional or other mains and pipes rendered necessary by any works authorised by this Act shall respectively be made and laid at the expense of the Company by the said council of Soothill Upper in accordance with a plan to be reasonably approved by the engineer to be appointed by the same council.

A.D. 1898.

For protec-
tion of
Thornhill
Urban
District
Council.

16. For the protection of the Thornhill Urban District Council (in this section referred to as "the council") the following provisions shall have effect with respect to the works by this Act authorised in the urban district of Thornhill:—

AS TO RAILWAY No. 1.

- (1) Before stopping up and diverting the portions of the bridle-path in the field No. 39 leading from Thornhill Hall and the road leading to Mill Bank and numbered 43 on the deposited plans the Company shall construct and make two new roads according to the plan signed by Sam Wardle Parker on behalf of the council and by John Allen McDonald on behalf of the Company and which said plan has been deposited in the Office of the Clerk of the Parliaments and copies of which said plan have been deposited in the Private Bill Office of the House of Commons and with the clerk of the peace for the west riding of the county of York and with the clerk to the Thornhill Urban District Council and which said roads shall not be less than thirty-six feet in width throughout between the fences and the Company shall further construct and make a bridge of not less than twenty-five feet in width where the railway crosses one of the said roads :
- (2) The Company shall relay the council's existing three-inch water main and the authorised Sewer No. 1 along the said new roads and over the said bridge according to the said plan provided such sewer shall have been previously constructed by the council :
- (3) The Company shall construct a bridge of not less than four feet in width where the railway crosses the public footpath leading from Thornhill to Mill Bank Road :
- (4) The watercourse and the council's authorised Sewer No. 2 if made shall be carried through a culvert with fifteen-inch cast-iron pipes with flushing chamber on the south side of the embankment of the railway and a manhole on the north side of the said embankment by the Company according to the said plan :

AS TO RAILWAY No. 4.

- (5) The Company shall relay the council's existing fifteen-inch earthenware sewer by a three feet by two feet egg-shaped sewer with manholes at the bottom of the embankment on each side of the railway and level with the present surface of the ground :

[61 & 62 VICT.] *Midland Railway (West Riding Lines)* [Ch. clxiii.]
Act, 1898.

- (6) The Company shall construct a girder bridge having a single span of not less than thirty-six feet in width and having a headway for a central width of twenty-five feet of not less than sixteen feet above the present surface of the Headfield Road : A.D. 1898.
- (7) The Company shall carry the railway over Savile Road by means of a girder bridge having a single span of not less than fifty-three feet in width and having a clear headway of not less than seventeen feet in the centre and of sixteen feet for a distance of nine feet from each abutment :
- (8) All bridges or arches over any road footpath or bridle-path shall as far as possible be made and kept watertight by the Company and so that the water shall not percolate or drip through the same on to the road footpath or bridle-path and the Company shall not during the construction of the works interrupt or interfere with the traffic of such roads footpaths or bridle-paths more than may be absolutely necessary and shall during the construction of the said works keep in repair all such roads footpaths and bridle-paths :
- (9) The Company shall at all times maintain in good order and condition the roadways or pathways over any bridges constructed by the Company and the approaches thereto :
- (10) All the said works in so far as they affect roads sewers or water mains shall be executed by and at the expense of the Company but to the satisfaction of the engineer to the council :
- (11) Any expenses incurred by the council in repairing or making good any injury caused by the Company in the execution of their works to any roads sewers water mains or other works vested in or under the control of the council shall be borne and paid by the Company :
- (12) If any difference shall arise between the respective engineers of the Company and the council such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers or failing agreement by an engineer to be appointed by the Board of Trade upon the application of either party and his decision shall be binding on both parties.

17. In constructing the Railway No. 4 by this Act authorised the following provisions for the protection of the North Bierley Urban District Council (herein-after referred to as "the district For protection of North Bierley

[Ch. clxiii.] *Midland Railway (West Riding Lines)* [61 & 62 VICT.]
Act, 1898.

A.D. 1898.
Urban Dis-
trict Council.

council") shall unless otherwise agreed between the district council and the Company be observed and have effect (that is to say):—

- (A) The said railway shall be constructed so as to pass under the road called Mill Carr Hill Lane numbered 28 on the deposited plans in the urban district of North Bierley and in such a manner as not to raise the present level of the said road more than is shown on the deposited sections:
- (B) The bridge for carrying the said road over the railway shall be at least 30 feet in width (measured at right angles to the centre line of the road) between the parapets or fence walls thereof and the parapets or fence walls on either side of the bridge shall be at least five feet in height above the surface of the road and shall extend the whole width of the said railway and for a distance of not less than ten yards from the centre of the railway:
- (C) The Company shall make proper provision for the main sewer in the said road belonging to the district council by carrying the same under the railway by a fifteen-inch iron pipe laid in concrete with manholes at each side of the railway so as to secure the uninterrupted passage of sewage through the same and to leave the said sewer accessible for the purpose of inspection and repairs and the Company shall maintain the said main sewer so far as the same is under the Company's railway:
- (D) In constructing the bridge for carrying the said road over the railway the Company shall make provision for laying a four-inch water main in such a position that the said main shall not be unduly liable to be affected by frost:
- (E) 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 mains pipes and apparatus of the district council and whenever in these sections the words "company" and "society" are used the same shall for the purposes of this section be held to extend to and include the district council:
- (F) 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 of by the district council 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 district council at the expense of the Company with any

[61 & 62 VICT.] *Midland Railway (West Riding Lines)* [Ch. clxiii.]
Act, 1898.

existing sewer or drain which may be intercepted or interfered with and in such manner as shall be reasonably approved by the district council : A.D. 1898.

- (g) All works required to be executed under the provisions of this section and all works in any way affecting any roads or footpaths under the management and jurisdiction of the district council shall be executed at the cost in all things of the Company to the reasonable satisfaction of the surveyor for the time being of the district council :
- (h) If any difference arise between the Company and the district council under or in relation to any provision of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the district council.

18. For the protection of the Wakefield Rural District Council (in this section referred to as "the council") and of the highway footpaths sewers and water mains in the district of the council subject to their jurisdiction the following provisions shall unless otherwise subsequently agreed between the Company and the council (notwithstanding anything contained in this Act or shown on the deposited plans or sections) have effect (that is to say) :—

For protec-
tion of
Wakefield
Rural
District
Council.

- (1) In constructing the bridge in the parish of Crigglestone by which the main road leading from Wakefield to Sheffield is carried over the railway of the Company the Company shall make provision for laying a six-inch water main in such a position that the said main shall not be unduly liable to be affected by frost :
- (2) The footpath leading from Pilgrim Cottages to Brown Wood in the parish of Crigglestone shall be carried over the railway by an occupation or other bridge not less than five feet in width between the parapets with proper and suitable approaches thereto :
- (3) In carrying the railway over Stoney Lane at Hall Green in the parish of Crigglestone the Company shall comply with the following conditions :—
- (A) The Company shall carry their railway across the said lane by a girder bridge ;
- (B) The approach to the said bridge on the north-east side thereof shall be level ;
- (C) The Company shall pay the expenses incurred by the council in taking up and relaying the water mains under the bridge and the approaches thereto ;

[Ch. clxiii.] *Midland Railway (West Riding Lines)* [61 & 62 Vict.]
Act, 1898.

A.D. 1898.

- (D) The Company shall pay any additional expenses incurred by the council in laying a sewer not exceeding fifteen inches diameter under the said bridge and the approaches thereto which may be caused by reason of the construction of the railway over the said lane ;
- (E) The Company shall lay down a footpath on one side of the said lane similar in character to that at present existing and shall re-instate the said lane including the ballasting and macadamising of the roadway for the whole distance for which the same shall be disturbed to the satisfaction of the engineer of the council :
- (4) In diverting the footpath in the parish of Crigglestone leading from Hall Green to Chapelthorpe the footpath to the extent of the diversion shall be made not less than five feet wide and there shall be no steps therein The said footpath shall also be properly ballasted and ashed to the satisfaction of the engineer of the council :
- (5) In carrying Haverroid Lane in the parish of Crigglestone over the railway the Company shall comply with the following conditions :—
- (A) The bridge by which the lane known as Haverroid Lane is to be carried over the railway and the necessary approaches thereto shall be not less than twenty-five feet in width between the parapets and the gradient of the approach on the south-west side shall not be greater than one in twenty-five The said approach roads and bridge shall be properly and securely fenced off ballasted and macadamised and for ever thereafter maintained by the Company ;
- (B) The Company shall construct a flagged footpath of not less than three feet six inches in width on the north side of the said bridge and approach roads and provided with the necessary kerb and channel and shall for ever thereafter maintain the same in good repair ;
- (C) The Company shall make provision to the satisfaction of the engineer of the council for dealing with the road surface water from the south-west side of the said bridge ;
- (D) The Company shall when required by the council provide for them an easement free from charge for the laying of a sewer alongside the approach roads and bridge between the foot of the slope of the north-east approach road and the foot of the slope of the south-west approach road They shall also when required by the council lay and maintain at their own expense a cast-iron sewer not exceeding fifteen inches in diameter under their railway :

[61 & 62 VICT.] *Midland Railway (West Riding Lines)* [Ch. clxiii.]
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- (6) The diversion of the footpath in the parish of Crigglestone leading from Haverroid Lane to Main Street shall be not less than five feet wide and shall be properly macadamised and ashed :
- (7) In carrying their railway over the road in the parish of Crigglestone leading from Wakefield to Denby Dale the Company shall not place any of the abutments of the bridge within a distance of three feet from the water mains of the council unless the foundation of the abutments shall be carried below the level of the mains but in no case shall the abutments be brought within a less distance than eighteen inches from the said mains unless and until the said mains shall have been diverted at the expense of the Company The Company shall pay any additional expenses incurred by the council in laying a sewer not exceeding fifteen inches diameter under the said bridge and the approaches thereto which may be caused by reason of the construction of the railway over the said road :
- (8) The bridge carrying the bridle-road in the parish of Shitlington leading from Calder Grove to Blacker Lane shall be of not less than nine feet in width between the parapets and shall be maintained by and at the expense of the Company :
- (9) The footpath know as Balk Lane in the parish of Shitlington shall be carried under or over the railway by means of a subway or footbridge which shall be of not less than six feet in width in the clear with suitable approaches thereto and shall be placed in such a position as to meet the reasonable requirements of the council and the subway or bridge with the approaches thereto shall for ever thereafter be maintained by the Company The Company shall pay the expenses incurred by the council in taking up the water mains under the said lane and the approaches for so far as the same shall be interfered with and in relaying the same under the subway if a subway shall be made or under the railway if a footbridge shall be erected :
- (10) In carrying the road known as Netherton Lane in the parish of Shitlington over their railway—
- (A) The Company shall construct the bridge of not less than thirty feet in width between the parapets and will provide for laying a six-inch water main in such a position that the said main shall not be unduly liable to be affected by frost ;
- (B) The Company shall make a flagged footpath not less than four feet in width with the necessary stone kerb on the eastern side of the approach roads and bridge and shall

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- ballast and macadamise the said approach roads and bridge
They shall also provide proper and secure fences on both sides of the said approach roads and bridge and shall for ever thereafter maintain the said roads bridge footpaths and fences in good condition ;
- (c) The Company shall pay the cost incurred by the council in taking up the twelve-inch stoneware pipe sewer now existing under the said road and in relaying the same at the necessary altered levels under the said approach roads and in laying a twelve-inch cast-iron pipe sewer under the said railway with all necessary manholes tumbling bays and appurtenances ;
- (d) The Company shall make provision to the satisfaction of the council for dealing with the road surface water from the south side of the said bridge :
- (11) In constructing the necessary bridge for the purpose of carrying their railway over the road in the parish of Shitlington leading from Wakefield to Austerlands the Company shall not place any of the abutments of the bridge within a distance of three feet from the water mains of the council unless the foundation of the abutments shall be carried below the level of the mains but in no case shall the abutments be brought within eighteen inches of the said mains unless and until the same shall have been diverted at the expense of the Company :
- (12)—(A) In all cases where any public footpaths in the district of the council are diverted such diversion shall be carried out in every respect to the reasonable satisfaction of the council ;
- (B) In all cases where the railway is carried over a road under the control of the council by a bridge such bridge shall be so constructed as to prevent as far as possible the dripping of water ;
- (c) All subways and all bridges of less than twenty feet in height if constructed for more than two sets of rails within the district of the council shall be provided with toplights by the Company if so required by the council :
- (13) The works required by this section so far as they relate to sewers water mains roadways or footpaths shall be carried out to the reasonable satisfaction of the engineer for the time being of the council :
- (14) If any difference shall arise between the council and the Company with reference to any of the matters provided for by this section the same shall be referred to an arbitrator to be

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Act, 1898.

appointed by the Board of Trade on the application of either the council or the Company and the provisions of the Arbitration Act 1889 shall apply to such arbitration. A.D. 1898.

19. Whereas Railway No. 4 by this Act authorised is intended to cross over the Leeds and Dewsbury Railway of the London and North Western Railway Company (herein-after called "the North Western Company") and further the lands shown upon the deposited plans as being required or sought to be purchased for the construction of the said Railway No. 4 include certain lands which the North Western Company have acquired or have power to acquire for the construction of Railway No. 1 authorised by the London and North Western Railway (Heaton Lodge and Wortley Railways) Act 1892 and now in course of construction and it is further intended that the said Railway No. 4 shall cross over the said Railway No. 1: For protection of London and North Western Railway Company.

Be it enacted therefore for the protection of the North Western Company as follows:—

(1) The Company shall construct the Railway No. 4 and the works connected therewith by this Act authorised so far as the same pass over adjoin or affect the railways lands or works of the North Western Company to the reasonable satisfaction of 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 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:

(2) The Company shall not without the consent in writing of the North Western Company under their common seal purchase or acquire any portion of the land numbered upon the deposited plans 8 in the urban district of Heckmondwike other than that coloured red upon the plan signed by Francis Stevenson on behalf of the North Western Company and by John Allen McDonald on behalf of the Company and further the Company shall only purchase or acquire so much of the other lands and property of the North Western Company situate on the east side of the proposed railway between the points shown upon the deposited plans as denoting five miles and five miles five furlongs respectively from the commencement of the said

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Railway No. 4 as may be necessary for the construction of a double line of railway through such lands the centre line of which shall not be further eastward than the centre line as shown upon the deposited plans Provided always that in consideration of the North Western Company consenting to the purchase from them of the land numbered on the deposited plans 25 in the urban district of Gomersal which land adjoins the station and railway of the North Western Company at Spen Lane Cleckheaton that company shall not be liable for any damage which may be caused to the railway or property of the Company by reason of any slip or subsidence of the North Western Company's railway or works :

- (3) The Company shall carry the said Railway No. 4 where the same is intended to cross over the Leeds and Dewsbury Railway of the North Western Company and over that company's Heaton Lodge and Wortley Railway No. 1 by means of wrought-iron or steel girder bridges with wrought-iron or steel flooring and of the dimensions following In the case of the Leeds and Dewsbury Railway the bridge shall be of one clear span such span to be of the full width of the railway and property of the North Western Company as at present existing at the proposed point of crossing and in the case of the Heaton Lodge and Wortley Railway the bridge shall be either of two spans of twenty-six feet in width measured on the square or of three spans the central of such spans to be of a width of twenty-six feet measured on the square and the two side spans to be of the clear width of fifteen feet each measured on the square Each of the bridges herein-before provided for shall have a clear headway throughout of not less than fourteen feet six inches above the upper surface of the rails upon the said railways at the said points of crossing and the Company shall for ever maintain their bridges at the same level as constructed :
- (4) In order to carry the North Western Company's approach road from Cleckheaton to the Cleckheaton station upon their said Heaton Lodge and Wortley Railway the Company shall construct and thereafter maintain to the reasonable satisfaction of the chief engineer of the North Western Company a bridge of not less width than thirty feet between the parapets :
- (5) If by reason of the construction of the said Railway No. 4 hereby authorised it shall become necessary to add to or alter the signal or signals upon the said railways 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 :

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- (6) The Company shall construct the said portions of Railway No. 4 where the same will pass over or alongside of the railways 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 reasonably approved in writing by the said principal engineer and the Company shall not commence the construction of the said portions 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 and 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 portions 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 of the Institution of Civil Engineers: A.D. 1898. —
- (7) The said portions 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 reasonable satisfaction of the said principal engineer:
- (8) The Company shall not except with the previous consent of the North Western Company under their common seal purchase or acquire the lands or property of that company numbered on the deposited plans 28 in the borough of Dewsbury and 50 in the urban district of Liversedge 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 said lands as may be necessary for constructing the said Railway No. 4 over the said Leeds and Dewsbury Railway and the said Heaton Lodge and Wortley Railway in accordance with the provisions of this section:

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- (9) During the construction of the said portions of railway across and adjoining and near to or affecting the railways property and works of the North Western Company the Company shall bear and on demand pay to them all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by the North Western Company for watching their railways and the works thereof with reference thereto 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 :
- (10) The Company shall at all times maintain the said portions of railway and all works connected therewith and incident thereto by which the said railway shall be carried over and adjoining the railways of the North Western Company or the works and lands of that 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 reasonable amount of such expenditure to be settled in case of difference by an arbitrator to be appointed as herein-after provided shall be repaid to the North Western Company by the Company :
- (11) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs losses damages or expenses which may be occasioned to them 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 railway and the works in connexion therewith or of any act or omission 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 :
- (12) If in the opinion of the North Western Company or in case of difference between them and the Company of an arbitrator to be appointed as herein-after provided it shall be necessary for the North Western Company to purchase or pay compensation for any minerals required to be left unworked for the

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protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the North Western Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation or a fair proportion thereof in case the same minerals shall be required to be left unworked as well for the protection and safety of the railways works or property of the North Western Company as of the said works to be constructed under the powers of this Act and the amount of such costs and expenses or proportion or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as herein-after provided :

(13) 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 herein-before provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by the 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 :

(14) The Company and the North Western Company may agree for any variation or alteration upon and within the lands belonging to them respectively in the works in this section provided for or in the manner in which the same shall be executed.

20. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the Railway No. 1 hereby authorised and with respect to making and maintaining that railway shall unless with the previous consent of the Great Central Railway Company (herein-after called "the Great Central Company") in writing under their common seal be exercised only subject to and in accordance with the following provisions :—

For protection of Great Central Railway Company.

(1) The Company shall not without in every case the previous consent of the Great Central Company under their common seal take use enter upon or interfere with any lands railways sidings or other works 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. 1 as the same is according to this Act to be constructed :

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- (2) With respect to any land of the Great Central Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Great Central Company may and shall 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 Railway No. 1 where it will cross under or will otherwise interfere with any railway siding or other work of the Great Central Company shall be constructed according to plans sections and specifications to be previously approved by the principal engineer for the time being of the Great Central 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 of the Company shall be determined by arbitration in the manner herein-after provided :
- (4) Nothing in this Act contained shall in any way prejudice or affect the right conferred upon the Manchester Sheffield and Lincolnshire Railway Company (now the Great Central Company) by the Manchester Sheffield and Lincolnshire Railway Act 1874 to construct maintain and use a junction between the Railway No. 3 by that Act authorised and the railway of the Company in the township of Notton in the parish of Royston nor in any way prejudice or affect any right of easement already granted to the Manchester Sheffield and Lincolnshire Railway Company (now the Great Central Company) over the lands and works of the Company for the purpose of effecting that junction and any additional cost which the Great Central Company may incur or be put to in forming maintaining and using the said junction caused by or in consequence of the construction of the works by this Act authorised shall be borne and paid by the Company :
- (5) The Company shall take all possible precautions in the execution of their works to prevent any interference with the free and 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 Great Central Company :
- (6) The Company shall bear and on demand pay to the Great Central 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

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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 and if by reason of the construction of the railways and works by this Act authorised it shall become necessary to add to or to alter the signal or signals upon the said railways of the Great Central Company the same shall be so added to or altered by the Great Central Company and the reasonable expense thereof shall be repaid to that company by the Company :

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(7) If by reason of the execution of any of the works or any proceeding 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 Great Central 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 Great Central Company may make good the same and recover the expense thereof against the Company and if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Great Central Company by reason of any of the matters or causes aforesaid the Company shall pay to the Great Central Company all costs and expenses to which that company may be put as well as full compensation :

(8) If any difference shall arise between the respective engineers of the Company and the Great Central Company as to the reasonableness of the plans sections and specifications hereinbefore provided for or as to the true intent and meaning of this enactment or the mode of giving effect thereto such difference shall be referred to and 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 either party :

(9) The Company and the Great Central Company may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed.

21. For the protection of the Lancashire and Yorkshire Railway Company (in this section called "the Lancashire Company") the following provisions shall have effect (that is to say) :—

(1) The Company shall carry Railway No. 1 over the Barnsley Branch Railway of the Lancashire and Yorkshire Railway

For protection of Lancashire and Yorkshire Railway Company.

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either by a bridge of one span having a clear width throughout of fifty-three feet measured at right angles to the said last-mentioned railway or by a bridge of two spans each span having a clear width throughout of twenty-six feet measured as aforesaid :

- (2) The Company shall carry Railway No. 1 over the "New Railway" at Horbury authorised by the Lancashire and Yorkshire Railway Act 1892 by a bridge of one span having a clear width throughout of twenty-six feet measured on the square :
- (3) The Company shall carry Railway No. 4 over the main line of the Lancashire Company at Thornhill by a bridge of one span having a clear width throughout of ninety feet measured at right angles to the said last-mentioned railway :
- (4) Every such bridge shall have a clear headway throughout of not less than fourteen feet and six inches above the upper surface of the rails of the railway so crossed at the respective points of crossing and the Company shall at all times thereafter maintain such headway :
- (5) If by reason of the construction of the said railways by this Act authorised it shall become necessary to add to or alter any signal or signals upon any of the railways of the Lancashire Company the same shall be added to or altered (as the case may be) by the Lancashire Company and the reasonable expense thereof shall be repaid to the Lancashire Company by the Company :
- (6) Notwithstanding anything shown on the deposited plans or described in the book of reference or contained in this Act the Company shall not enter upon take or use any of the land numbered on the deposited plans three hundred and eighty-nine in the city and county borough of Bradford except with the previous consent in writing of the Lancashire Company but the Company may purchase and the Lancashire Company may and shall sell and grant to the Company through so much of the portion of the said land coloured red on a plan signed by William Barton Worthington on behalf of the Lancashire Company and John Allen McDonald on behalf of the Company an easement or right of using the same for the constructing and maintaining the said railway under that portion of the goods warehouse of the Lancashire Company which is constructed on the said land :
- (7) The Company shall not interrupt or interfere with the business of the Lancashire Company carried on at the said warehouse but shall before the commencement of the said works thereunder securely wall off the said portion of the said warehouse and shall keep the same so walled off until the

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completion of the works and shall with all reasonable despatch complete the said works and remove the said wall and restore the floors of the warehouse at their existing levels and make good all damage and injury which may have been caused to the said warehouse by reason of the construction of the works of the Company : A.D. 1898.

(8) The Company shall construct the said portions of railway where the same will pass over the railways and under the said warehouse of the Lancashire Company and all the works both temporary and permanent necessary and incident to such construction so far as they affect the property and works of the Lancashire 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 principal engineer of the Lancashire Company and the Company shall not commence the construction of the said portions of railway or enter upon or interfere with any lands works or property belonging to or used by the Lancashire 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 the said principal engineer and the engineer of the Company fail to agree or if any difference arise between them the said portions 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 Lancashire Company by the President for the time being of the Institution of Civil Engineers :

(9) The said portions of railway and all works necessary or incident to the construction thereof or affecting the property or works of the Lancashire Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer :

(10) The Company shall not except with the previous consent of the Lancashire Company under their common seal purchase or acquire any lands or property of the Lancashire Company but the Company may purchase and take and the Lancashire Company shall sell and grant accordingly an easement or right

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of using so much of the lands of the Lancashire Company as may be necessary for the construction of the said portions of railway over the railways of the Lancashire Company in accordance with the provisions of this section :

- (11) During the construction of the said portions of railway over under adjoining near to or affecting the railways warehouse property and works of the Lancashire Company the Company shall 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 warehouse property and works 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 :
- (12) The Company shall at all times maintain the said portions of railway and all the works connected therewith and incident thereto by which the said railway shall be carried over or under the railways warehouse works and lands of the Lancashire 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 Lancashire 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 Lancashire Company by the Company and in default may be recovered by them from the Company in any court of competent jurisdiction :
- (13) 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 employment of the Company or of their contractors or otherwise the railways or the said warehouse of the Lancashire Company or any of the works thereof or connected therewith respectively shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their expense or in the event of their failing so to do then the Lancashire Company may make good the same and recover the expense thereof with full costs against the Company and if any interruption shall be occasioned to the traffic of the

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Lancashire Company by reason of any of the matters or causes aforesaid the Company shall pay to the Lancashire 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 such costs and expenses and compensation to be recoverable by the Lancashire Company from the Company :

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(14) If any difference shall arise between the respective engineers of the Company and the Lancashire 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 Lancashire Company :

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

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 by this Act authorised and with respect to the making and maintaining of those railways shall unless with the previous consent of the Great Northern Railway Company (herein-after called "the Great Northern Company") in writing under their common seal be exercised only subject to and in accordance with the following provisions :—

For protection of Great Northern Railway Company.

(1) The Company shall not without in every case the previous consent of the Great Northern 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 Railway No. 4 by this Act authorised as the same is according to this Act to be constructed :

(2) With respect to any land of the Great Northern Company which the Company is by this Act authorised to take use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Great Northern 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 :

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- (3) The tunnel carrying the said Railway No. 4 under the Great Northern Company's railway shall be constructed at such points within the limits of deviation as shall be approved in writing by the principal engineer for the time being of the Great Northern Company and according to plans sections and specifications to be previously submitted to and approved in writing by the said principal engineer or in case of difference between him and the engineer of the Company by an arbitrator to be appointed as herein-after provided :
- (4) The purchase and compensation money to be paid by the Company to the Great Northern Company in respect of the said tunnel shall include fair consideration for any minerals which the Great Northern Company may have acquired under or near or within the prescribed distance from the Company's railway :
- (5) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free uninterrupted and safe use of the Great Northern Company's railway or with any traffic thereon :
- (6) The Company shall bear and on demand pay to the Great Northern Company the expense of the employment by that Company during the execution of any work affecting the railways sidings or other works of the Great Northern 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 :
- (7) The Company shall bear and on demand pay to the Great Northern Company the expenses of timbering or otherwise supporting the Great Northern Company's railway which in the opinion of the engineer of that company may be necessary in consequence of the execution or user of any work affecting the railways sidings or other works of the Great Northern Company such expense to be recoverable with full costs by the Great Northern Company from the Company in any court of competent jurisdiction :
- (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

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contractors or otherwise any railway siding or other work of the Great Northern 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 Great Northern Company may make good the same and recover the expenses thereof with full costs against the Company in any court of competent jurisdiction And if any interruption or delay shall be occasioned to the traffic of or upon any such railway siding or other work of the Great Northern Company by reason of any of the matters or causes aforesaid the Company shall pay to the Great Northern Company all costs and expenses to which that company may be thereby put as well as full compensation for all loss and inconvenience sustained by them by reason of any such interruption or delay such costs expenses and compensation to be recoverable with full costs by the Great Northern Company from the Company in any court of competent jurisdiction :

(9) The Company shall at all times maintain the tunnels and other works by which their railways are carried under the railways sidings or other works of the Great Northern Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the said principal engineer for the time being of that company and if and whenever the Company fail so to do the Great Northern 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 the Great Northern Company may reasonably think requisite in that behalf and the sum from time to time certified by their said 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 Great Northern Company from the Company in any court of competent jurisdiction :

(10) If the Great Northern Company shall at any time hereafter be desirous for the purpose of forming branches or sidings or other works of constructing bridges or other works under or over the railways by this Act authorised the Company shall afford to the Great Northern Company all reasonable and proper facilities for the construction of such bridges or other works according to plans to be agreed on between the respective engineers for the time being of the two Companies or in case of difference to be determined by arbitration as hereafter provided :

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(11) If any difference shall arise between the Company and the Great Northern Company as to the true intent and meaning of this section 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 protec-
tion of
Barnsley
Canal.

23. Whereas Railway No. 1 by this Act authorised is intended to be carried across the Barnsley Canal belonging to the undertakers of the navigation of the rivers of Aire and Calder in the west riding of the county of York (herein-after called "the undertakers") in the parish of Havercroft-with-Cold Hiendley Therefore the following provisions shall (unless otherwise agreed between the Company and the undertakers) apply and have effect (that is to say) :—

(1) In constructing the said railway the Company shall not except as herein-after mentioned alter the line or level of the Barnsley Canal or the towing-path thereof or obstruct or impede the navigation of the said canal or the passage along the towing-path or take away divert lessen or diminish any of the waters of and in the said canal or the reservoirs connected therewith or any streams or runners supplying the canal or reservoirs with water or cause any leakage or loss of water from the canal or enter upon take or use for the purposes of the said railway any lands belonging to the undertakers :

(2) The said railway shall be carried across the Barnsley Canal by means of a widening on the southern side of the bridge by which the Company's railway from Derby to Leeds is carried over the said canal and such widening shall be constructed of brick stone iron or steel or any of those materials combined and subject to the following provisions :—

(A) The widening shall not exceed in width thirty-five feet measured on the square in any place ;

(B) The widening shall be carried across the canal and towing-path by a single span of not less than forty-five feet measured on the square ;

(C) The abutment of the widening on the western side of the canal shall be constructed in line with the western abutment of the existing bridge and shall be built vertically The eastern abutment shall be constructed parallel to the western abutment and if any part of the eastern abutment shall require to be placed upon the towing-path of the canal the Company shall make a new towing-path with a perpendicular canal wall under the

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widening of a width (not exceeding nine feet) to be approved by the engineer of the undertakers and shall widen the canal on the western side thereof to the extent to which it shall be contracted by the formation of such widened towing-path or by the extension of any portion of the new abutments beyond the line of canal ;

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- (D) No part of the soffit or underside of the arch span or girders of the widening shall be less than three inches above the level of the underside of the wrought-iron straight girders of the existing bridge and the Company shall substitute straight girders for the existing cast-iron curved girders on each face of the existing bridge :
- (3) If in the execution of any of their works under this Act the Company interfere with the passage of any stream of water now flowing into or along the side of the said canal or the reservoirs connected therewith they shall restore such stream to its original course or execute other works proper and sufficient for securing the flow of the water of such stream into the said canal at the same level as that at which it previously entered the same or into the said reservoir as the case may be :
- (4) The widening of the said bridge and all the works connected therewith and all temporary works during the construction thereof shall be carried out and completed under the superintendence and to the reasonable satisfaction of the engineer of the undertakers and according to plans sections and specifications to be approved by him and the engineer of the Company or in the event of difference between the undertakers and the Company by an engineer to be agreed upon or to be appointed by the Board of Trade on the application of either party :
- (5) The widening of the said bridge shall be completed within twenty-four months from the time when the same is commenced and during construction and during any subsequent repair thereof the Company shall leave open and uninterrupted a navigable waterway under such widening of a width of not less than twenty-four feet with a navigable depth of water of not less than the greatest navigable depth at the time existing immediately above and below such bridge and with a clear headway of not less than twelve feet and a towing-path of not less than nine feet in width which shall have a headway of not less than ten feet and shall at all times during such construction and repair remain open for traffic without any obstruction between the same and the waterway and such waterway shall be at all times provided with proper mooring posts dolphins

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and leading fenders on each side of the works and shall be properly lighted by the Company with red lights every night from sunset to sunrise and immediately after the completion of such widening and of any repairs thereof the Company shall remove everything which could interfere with the free navigation under the widened bridge and take from and out of the bed of the canal all obstructions caused by or placed therein for the purposes of the execution of the works by the Company Provided that if the abutments of the said widening are constructed within two years from the passing of this Act the Company shall only be required to maintain a waterway of twenty feet in width during the works subject to the other provisions of this sub-section :

- (6) The Company shall maintain such widened bridge in good substantial repair and in the event of such bridge being at any time out of repair or of any obstruction being at any time caused to the canal or towing-path thereof or to the traffic thereon respectively by reason of any of the works of the Company or by reason of any neglect or omission on the part of the Company to remove anything causing such obstruction the undertakers may after giving the Company twelve hours' notice of their intention so to do repair such bridge or remove such obstruction as the case may be and may recover the expense of such repair or removal from the Company in any court of competent jurisdiction :
- (7) The Company shall only acquire an easement in any lands of the undertakers for constructing and maintaining the widening of the bridge and other works herein-before mentioned and for using such widened bridge for the purposes of the said railway and the purchase money or compensation to be paid to the undertakers for such easement shall unless otherwise agreed be determined in the manner provided by the Lands Clauses Acts in the settlement of cases of disputed compensation :
- (8) In case during the execution of the works of the Company or of any subsequent repair thereof or of any failure or defect therein any steam-vessel boat barge or other vessel passing or intended to pass along the said canal or the horses locomotives or other tractive or propellent power moving the same shall be impeded or in case the navigable waterway or towing-path herein-before required to be preserved during the progress of the works of the Company or the subsequent repair thereof shall at any time be contracted to a less width depth or height than as herein-before described then and in every such case the Company shall pay to the undertakers as and by way of

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liquidated damages the sum of ten pounds for every hour during which any such impediment or contraction shall continue or if such impediment or contraction shall continue beyond seventy-two consecutive hours or shall have been occasioned by any wilful act or omission on the part of any person employed by the Company or their contractors then and in every such case the Company shall pay as and by way of liquidated damages to the undertakers the sum of twenty pounds for every hour during which such impediment or contraction shall continue and in case the widening of the said bridge shall not be completed within the time herein-before limited for the completion of the same the Company shall pay to the undertakers as and by way of liquidated damages the sum of ten pounds for every day after the expiration of that period until such widening and the works connected therewith shall be completed. Provided that nothing herein contained shall extend to prevent the undertakers from recovering against the Company beyond the amount of such liquidated damages or to prevent any person using the said canal from recovering against the Company any special damages that may be sustained by them or any of them or that they or any of them may be liable to pay for or by reason of any act or default of the Company and the undertakers and any such person are hereby authorised to sue for and recover such liquidated and special damages in any court of competent jurisdiction.

24. In order the better to secure to the owners proprietors and workers of all mines of coal stone ironstone limestone or other minerals or of any furnaces or other works respectively within such a distance from the Barnsley Canal as to entitle them to the benefit of section 104 or section 107 of the Act of the 33rd year of King George III. cap. 110 for making and maintaining the Barnsley Canal it shall be lawful for the undertakers or any of such owners proprietors or workers at any time hereafter at their own expense to make and maintain so many openings as they respectively think fit through any of the embankments of Railway No. 1 authorised by this Act or in lieu thereof so many bridges over such railway as they respectively think fit but the places at which any such opening or bridge is to be made shall if not agreed on with the Company be determined by arbitration and except only so far as the Company otherwise agree no such opening under the railway shall be of more than fourteen feet in clear height throughout or of more than twenty-six feet in clear width throughout and except only so far as the Company otherwise agree every such bridge over the said railway shall be throughout of not less than sixteen feet in

Provision for
preserving
access to
Barnsley
Canal.

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clear height above the surface of the rails on the railway and shall have three spans each of not less than twenty-six feet in clear width throughout and every such opening or bridge and the works connected therewith shall be made under the superintendence and to the reasonable satisfaction of the Company's engineer and in accordance with plans sections working drawings and specifications to be previously reasonably approved by him and every such opening or bridge shall be made maintained and used so as not to require any alterations of the level or inclination of the said railway and so as not to interfere with the construction or user of the railway or the safety of the railway or of the traffic thereon and every such opening or bridge shall for ever after the making thereof respectively be maintained and kept in good repair at the expense of the party by whom it is made or the representatives of that party and if and when any such opening or bridge is in want of repair the Company may require the party liable in that behalf under this Act to repair the same and if the party so liable be not known or cannot on diligent inquiry be found or be absent beyond seas or be under any legal incapacity or disability or if being thereunto required he or they fail within reasonable time to make or duly proceed with the required repairs then and in every such case the Company may themselves make the required repairs at the expense of the party so liable and the amount thereof shall be a debt due from the party so liable to the Company and be recoverable accordingly and in case of emergency the Company may make the required repairs without any such previous notice and recover the same as before mentioned or at the option of the Company the Company may stop up the said openings or remove the said bridges or any of them and restore the railway in any manner the Company shall think fit.

For protec-
tion of
Crigglestone
Coal
Company
Limited.

25. For the benefit and protection of the Crigglestone Coal Company Limited (in this section called "the coal company") the following provisions shall have effect (that is to say):—

- (1) In constructing Railway No. 1 by this Act authorised through the pieces of land numbered respectively 71 and 73 in the parish of Crigglestone on the deposited plans the Company shall divert their centre line to the south-west and shall not without the previous consent in writing of the coal company take use or enter upon any portion of the said pieces of land within a distance of 80 feet from the centre line as shown on the deposited plans:
- (2) Railway No. 1 by this Act authorised shall be carried under the coal company's Railway No. 73 in the said parish by a bridge 48 feet in width between the parapets thereof and the

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Company shall not interfere with the use of the said railway for traffic during construction of the said bridge : A.D. 1898.

- (3) In the exercise of the powers of this Act the Company shall not cause or permit anything to be done which will interfere with or prejudicially affect the existing means of communication between the coal company's collieries and the Lancashire and Yorkshire Railway.

26. For the protection of the North Bierley Gas Company (in this section called "the gas company") the following provisions shall have effect (that is to say) :—

For protection of North Bierley Gas Company.

- (1) The Company shall not interfere with any gas pipes or gas mains or works of the gas company until the Company shall have delivered to the gas company plans and sections of substituted gas pipes or mains or works in lieu thereof and those plans and sections shall have been approved in writing by the engineer of the gas company or in the event of his failure for fourteen days after the delivery of such plans and sections until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such plans and sections and to the reasonable satisfaction of the said engineer of the gas company or in case of difference of an engineer to be appointed by the Board of Trade and until such substituted works are completed the existing gas mains or pipes shall not be interfered with :

- (2) The Company shall bear and pay on demand to the gas company the reasonable expenses of the employment by them during the laying down of any gas mains or pipes of a sufficient number of inspectors or watchmen to be appointed by them for watching the works for preventing as far as possible any interference with or obstruction to the supply of gas to the district of the gas company.

27. For the protection of John Leeming and other the owner or owners for the time being of the North Holme Mills situate in Leeming Street in the city and county borough of Bradford (all of whom are in this section herein-after referred to as "the owners") the following provisions shall notwithstanding anything in this Act contained have effect (that is to say) :—

For protection of John Leeming and owners of North Holme Mills Estate.

- (A) The Company shall so construct the works in Leeming Street aforesaid for the diversion of the Bradford Beck as not in any way to interfere with or otherwise affect the mills and other property or rights of the owners :

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(B) If in carrying out such works or in the exercise of any of the powers of this Act the mills or other property or rights of the owners shall be taken away interfered with or otherwise affected the Company shall pay to the owners full compensation therefor.

For protection of Sir H. W. Ripley's trustees estate.

28. For the protection of the estate at Bradford now vested in the trustees of the will of the late Sir Henry W. Ripley Baronet the following provisions shall unless otherwise agreed in writing between the said trustees and the Company have effect (that is to say) :—

- (1) In this section the expression "the trustees" means and includes the trustees of the will of the late Sir Henry W. Ripley or other the owners for the time being of the said estate :
- (2) The Company shall execute at their own expense efficient works to the reasonable satisfaction of the trustees or their agent for collecting all sources or feeders of water met with in the construction of the tunnel shown on the deposited plans of Railway No. 4 in the urban district of North Bierley and the city and county borough of Bradford between its south end and a point ten yards northward of the drift laid between the Waterloo Pit and the trustees dye works or in the construction of any shafts in connexion with such tunnel and for conducting such water to the said estate of the trustees and if any sources or feeders of "soft water" or water approximately similar in quality to the soft water pumped by the trustees from the deep wells on their estate are met with in the construction of the said tunnel the Company shall if required by the trustees execute such works as may be reasonably practicable for collecting and conveying such "soft water" in a separate pipe or conduit to the said estate and for delivering the same to the trustees separately from the hard water :
- (3) The Company shall so far as practicable maintain all works so executed by them in good order and condition and shall deliver to the trustees the whole or such portion of the aforesaid water (both hard and soft) as the trustees may direct free of charge at such point near the Waterloo Pit on the level of the tunnel as the trustees may reasonably request :
- (4) If at any time during the construction or within eight years after the completion of the said tunnel or of any works connected therewith the supply of hard water on the said estate of the trustees shall fall short of the present weekly supply of four and a half million gallons and if the amount of hard water

collected and conveyed to the said estate as herein-before provided by means of the works to be constructed by the Company as aforesaid shall not make up the deficiency the Company shall pay compensation to the trustees for such deficiency :

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- (5) The trustees shall on or immediately after the thirty-first day of December in each year after the commencement of the construction of the tunnel send to the Company a notice in writing of any deficiency in the aforesaid weekly supply of hard water on the said estate which may have occurred during the year then last passed or any part thereof and if the Company desire to dispute the accuracy of such notice they shall within one month of the receipt thereof give to the trustees notice in writing of such desire and the question of the amount of such deficiency shall unless otherwise agreed be determined by arbitration as herein-after provided :
- (6) The price per thousand gallons to be paid by the Company in respect of any deficiency in the weekly supply of hard water upon the estate shall unless agreed be settled once and for all in the first year in which any such deficiency shall have been alleged to have occurred by arbitration in manner herein-after provided :
- (7) A capital sum shall be paid by the Company to the trustees by way of compensation for any deficiency in the supply of hard water on the estate which may arise after the expiration of the said period of eight years and such sum shall be assessed in manner herein-after provided namely The deficiencies which shall have occurred during the said period of eight years as ascertained as aforesaid shall be taken as the test of the future deficiencies and the compensation in respect of such future deficiencies shall be assessed as a sum in gross representing the capitalised value of the sum which would have been payable by the Company to the trustees if a deficiency equal to that ascertained as aforesaid to be the future yearly deficiency had occurred during any year of the said period of eight years Any difference between the Company and the trustees under this sub-section shall be determined by arbitration as herein-after provided :
- (8) The trustees may by notice in writing to the Company at any time prior to the expiration of the said period of eight years but not earlier than one year after completion of the said tunnel require the capital sum to be paid by way of compensation for future deficiencies as aforesaid to be assessed and in that event such compensation shall be assessed in manner aforesaid and

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shall be deemed to be compensation in respect of any deficiencies occurring subsequently to the thirty-first day of December then next following and all obligation of the Company to pay compensation under sub-section (4) of this section in respect of any period subsequent to the said thirty-first day of December shall cease and in ascertaining such capital sum the deficiencies which have occurred during the portion of the said period of eight years which may have expired prior to the service of such notice shall be taken as the test of future deficiencies :

- (9) The payment of compensation either annual or in gross in respect of any such deficiency shall not relieve the Company of their obligation with respect to the collection and delivery of water to the trustees' estate as herein-before provided :
- (10) Any compensation which may be payable to the trustees by the Company under the foregoing provisions of this section shall be paid by the Company within two months after the same shall have been agreed or ascertained as herein-before provided and may be recovered by the trustees as a debt due from the Company :
- (11) The trustees by their duly authorised agent shall have the right on giving twenty-four hours' notice to the Company's local resident engineer to enter upon and inspect the tunnel and any works connected therewith or executed by the Company under the provisions of this section and to take samples of the water which may be found in the said tunnel or any of such works either during the construction of the tunnel and works or after the completion thereof and to direct which sources or feeders of water they desire to have put into the soft water conduit or pipe and the Company shall afford the trustees or their agent all reasonable facilities in that behalf :
- (12) The trustees shall if so required by the Company give to them free of charge copies of all analyses which the trustees may obtain of water found in the works of the Company :
- (13) The Company shall not acquire any greater right in or to any portion of the property of the trustees lying between the distance of nine miles four furlongs and 8·8 chains and nine miles seven furlongs and three and a half chains measured from the commencement of the railway as shown on the deposited plans than an easement or right of constructing and maintaining such tunnel and the works by this section provided through the same together with such portion of the estate as may be reasonably required for shafts from such tunnel to the surface of the ground such shafts to be constructed only at such points as may be agreed upon between the Company and the trustees

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or as failing agreement may be settled by arbitration to be necessary but no such shafts shall be so constructed as to interfere with the communications or access from one part of the said estate to another or with the conduct of any trade or business carried on on the said estate: A.D. 1898.

(14) The Company shall purchase the whole of the property of the trustees numbered on the deposited plans 106 in the city and county borough of Bradford:

(15) If any difference shall arise between the Company and the trustees as to the fulfilment by the Company of any of the requirements or provisions of this section such dispute shall be referred to an arbitrator to be appointed by the President of the Institution of Civil Engineers whose decision shall be final and the cost of such reference shall be borne by the Company unless the arbitrator shall decide that the action of the trustees in the matter was unreasonable in which case each party shall bear their own costs.

29. If the railways are not completed within the period of 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 shall then be completed. Period for completion of railways.

30. If the Company fail within the period limited by this Act to complete the railways or any of them they 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 shall amount to five per centum on the estimated cost of the uncompleted railway or railways: Imposing penalty unless railways opened.

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 the third section of the Railway and Canal Traffic Act 1854:

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided:

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of

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A.D. 1898. Trade that the Company was prevented from completing or opening the uncompleted railway or railways by unforeseen accident or circumstances beyond their control Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty in respect of new railways.

31. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or railways in respect of which the penalty has been incurred or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit :

If no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or railways in respect of which the penalty shall have been incurred or any part thereof has or have been abandoned be paid 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 to the Company.

Period for compulsory purchase of lands.

32. The powers granted by this Act for the compulsory purchase of lands houses and buildings shall cease after the expiration of three years from the passing of this Act.

Power to owners to grant easements &c.

33. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting lands and the provisions of the said Acts with respect to lands and rentcharges as far as the same are applicable in this behalf shall extend and apply to such grants easements rights and privileges as aforesaid respectively.

34. And whereas in the construction of the railways and works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other greater or less portion thereof can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

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—
Owners may
be required
to sell parts
only of
certain
properties.

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties":
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other greater or less portion thereof (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including

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compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :

- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

For protec-
tion of
Ephraim Fox
and Sons.

35. For the protection of Messrs. Ephraim Fox and Sons or other the proprietors for the time being of the Calder Bank Mills Dewsbury (in this section called "the proprietors") the following provisions shall have effect (that is to say) :—

- (1) In constructing the viaduct carrying Railway No. 4 by this Act authorised near the Calder Bank Mills the Company shall so execute their works that no portion of their said viaduct

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above the surface of the ground shall be at a less distance than eighty feet from the south-west corner and one hundred and seventy-five feet from the south-east corner of the Five Storey Mill on the north-east side of the said railway : A.D. 1898.

- (2) In determining under the last preceding section of this Act whether any portion of the scheduled properties Nos. 12 15 and 18 in the borough of Dewsbury can be severed from the remainder thereof without material detriment to such remainder the tribunal shall take into consideration the effect which the railways and works authorised by this Act and constructed upon any portion of the Calder Bank Mills Estate would have upon the light over the remainder of such property having regard to the business carried on therein.

36. And whereas the railways mentioned in the Second Schedule to this Act are shown on the deposited plans and sections as intended to be constructed in tunnel through or under the properties referred to in the said schedule to this Act at a depth of forty feet and upwards between the crown of the tunnel and the surface of the ground Therefore the Company may purchase and acquire an easement or right of constructing and using those railways through or under those properties without being obliged to purchase the land over such railways or any houses buildings manufactories or premises thereon respectively unless the jury or the arbitrators or their umpire to whom the question of disputed compensation shall be submitted shall determine that such right or easement cannot be acquired or used by the Company without material detriment to such properties Provided that nothing in this section contained shall apply to any of the said properties the surface of which is at a less height than forty feet above the crown of the said tunnel as the same shall be constructed Provided also that nothing in this section contained nor any dealing with any of the said properties in pursuance thereof shall relieve the Company from liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 in respect of any properties through or under which the Company may purchase or acquire an easement or right of constructing and using such tunnel. Power to acquire easements for constructing tunnels.

37.—(1) The Company shall not under the powers of this Act purchase or acquire in any city borough or urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were or have been since that day or shall hereafter be occupied either wholly Restrictions on displacing persons of labouring class.

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A.D. 1898. — or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(A) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December aforesaid or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may 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 Local Government Board 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 Local Government Board 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 Local Government Board out of the High Court.

(5) If the Company 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 Local Government Board by action in the High Court and shall

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be carried to and form part of the Consolidated Fund of the United Kingdom : A.D. 1898.

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

(6) For the purpose of carrying out any scheme under this section the Company 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 Company for the purposes of any scheme under this section in the same manner in all respects as if the Company 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 Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company 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 Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit.

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

(9) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the

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A.D. 1898. — provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10) The Company 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.

(11) Any houses on any of the lands shown on the deposited plans 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 Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company 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 Local Government Board 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 Local Government Board they might have been sufficient to accommodate.

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

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

38. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise by the creation and issue of new preferred converted ordinary stock and deferred converted ordinary stock in equal proportions such sums of money as they shall think necessary not exceeding two million one hundred thousand pounds exclusive of the other moneys which they are or may be by any other Act or Acts of Parliament authorised to raise.

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39. Except as by or under the powers of this Act otherwise provided all new stock issued under the powers of this Act shall in proportion to the amount of stock held by the same person at the same time entitle the respective holders of such new stock to the same dividends and profits and confer on them the like qualifications and the like rights of voting as the like amount paid up on the existing stock of the Company other than and except stock to which any guaranteed or preferential dividend of a fixed amount without further participation in the profits of the Company shall have been assigned.

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Qualifications of new stock.

40. The Company may subject to the provisions of this Act borrow on mortgage of the undertaking or raise by the creation and issue of debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 and of section 55 of the Midland Railway Act 1894 any sum or sums not exceeding in the whole one-third part of the amount of the additional capital by this Act authorised to be raised and at the time actually issued by stock :

Power to borrow.

But no part thereof shall be borrowed until the whole of the capital stock at the time issued shall have been fully 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 such stock has been issued and accepted and fully paid up 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 in reference to such capital has been given which certificate shall be sufficient evidence thereof.

41. 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 :

Provisions with respect to appointment of a receiver.

The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver And in order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the

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Existing mortgages to have priority.

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

Application of moneys.

43. All moneys raised under this Act whether by stock debenture stock or borrowing shall be applied only to the purposes of this Act and of any other Act of the present session of Parliament and to the general purposes of the undertaking of the Company being in each case purposes to which capital is properly applicable.

Company may apply corporate funds.

44. The Company may apply for or towards all or any of the purposes of this Act to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any of their Acts and which are not required for the purposes to which they are by those Acts made specially applicable.

Interest not to be paid on calls paid up.

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

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

46. The Company shall not out of any money by this Act authorised to be raised by them 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.

Provision as to general Railway Acts.

47. Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of

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railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company. A.D. 1898.

48. 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.

The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

DESCRIBING PROPERTIES OF WHICH PARTS ONLY ARE REQUIRED TO BE TAKEN.

Number on Deposited Plans.	Parish or other Area.	Description of Property.
RAILWAY No. 1.		
72	Parish of Crigglestone - -	Colliery tramway.
113	Parish of Crigglestone - -	Orchard.
116	Parish of Crigglestone - -	Gardens and sheds.
117	Parish of Crigglestone - -	Garden.
118	Parish of Crigglestone - -	Garden.
119	Parish of Crigglestone - -	Garden.
150	Parish of Crigglestone - -	Colliery railway.
2	Parish of Shitlington - -	Colliery railway telephone posts and wires.
46	Parish of Shitlington - -	Pond.
58	Urban district of Thornhill - -	Colliery tramroad.
RAILWAY No. 4.		
282	Urban district of Thornhill - -	Land and reservoir.
283	Urban district of Thornhill - -	Yard stables and sheds.
12	Borough of Dewsbury - -	Field and occupation road.

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Number on Deposited Plans.	Parish or other Area.	Description of Property.
15	Borough of Dewsbury - -	Stables.
18	Borough of Dewsbury - -	Yard and sheds.
267	Borough of Dewsbury - -	Drying ground tenters reservoirs and sheds.
174a	Urban district of Heckmondwike	School yard.
16	Urban district of Gomersal -	Field reservoir and water-course.
36	Urban district of Gomersal -	Fold yard.
28	Urban district of Hunsworth -	Colliery land and sidings called "Cleckheaton Colliery."
55	Urban district of Hunsworth -	Reservoir.
56	Urban district of Hunsworth -	Field occupation road and mill-dam.

SECOND SCHEDULE.

PROPERTIES UNDER WHICH AN EASEMENT ONLY IS REQUIRED TO BE TAKEN.

Parish.	Number on Deposited Plans.
RAILWAY No. 1.	
Parish of Crigglestone - -	Nos. 77 to 112 inclusive.
RAILWAY No. 4.	
Borough of Dewsbury - - -	Nos. 180 to 188 inclusive.
Urban district of North Bierley -	Nos. 41 and 43 to 56 inclusive.
City and county borough of Bradford	Nos. 1 to 105 and 107 to 315 inclusive.

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