



CHAPTER cvii.

An Act to confer additional powers upon the Midland Railway Company and upon that Company and the Lancashire and Yorkshire Railway Company and upon the Midland and North Eastern Railway Companies Committee and upon the Norfolk and Suffolk Joint Railways Committee and upon the Midland and Great Northern Railways Joint Committee for the construction of works and the acquisition of lands to authorise agreements between the Midland Lancashire and Yorkshire and Great Northern Railway Companies to confirm an agreement between the Midland and Midland and South Western Junction Railway Companies to provide for the vesting of the undertaking of the Barnoldswick Railway Company in the Midland Railway Company and for other purposes. [13th July 1899.]

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WHEREAS it is expedient that the Midland Railway Company (in this Act called "the Company") should be empowered to construct the railways widenings of railways and other works and to exercise the other powers in this Act mentioned and also to acquire retain hold and use additional lands for the purposes of this Act and for extending their station siding warehouse coal wharf depôt mineral goods and other accommodation and for other purposes connected with their undertaking:

And whereas it is expedient that the Company and the Lancashire and Yorkshire Railway Company (in this Act called "the Lancashire and Yorkshire Company") should be empowered to execute the works and exercise the powers and to acquire the lands in this Act mentioned in that behalf:

And whereas it is expedient that the Midland and North Eastern Railway Companies Committee (in this Act called "the Midland and North Eastern Committee") should be empowered to make the

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And whereas it is expedient that the Norfolk and Suffolk Joint Railways Committee (in this Act called "the Norfolk and Suffolk Committee") should be empowered to make and maintain the deviation of their authorised Cromer and Mundesley Railway and to acquire the lands in this Act mentioned in that behalf :

And whereas it is expedient that the Midland and Great Northern Railways Joint Committee (in this Act called "the Midland and Great Northern Committee") should be empowered to acquire the lands in this Act mentioned in that behalf :

And whereas plans and sections showing the lines and levels of the railways and other works 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 clerks of the peace for the several counties within which the said railways and other works will be made or are situate and the said lands are situate 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 the powers for the construction of the railways known as the Cromer and Mundesley Railways authorised by section 21 of the Midland Railway Act 1896 are now vested as to part thereof in the Midland and Great Northern Committee and as to the remainder thereof in the Norfolk and Suffolk Committee and it is expedient that the time now limited by the Midland Railway Act 1896 for the compulsory purchase of lands for and for the construction of the said railways should be extended as provided by this Act :

And whereas it is expedient that further powers should be conferred upon the Company with respect to the sale or other disposal of lands acquired by them which are not or eventually may not be required for the purposes of their undertaking :

And whereas it is expedient that the Company and the Lancashire and Yorkshire Company and the Great Northern Railway Company (in this Act called "the Great Northern Company") should be empowered to enter into and carry into effect agreements with respect to the use of the joint station at Halifax of the Lancashire and Yorkshire and Great Northern Companies :

And whereas it is expedient that the agreement between the Company and the Midland and South Western Junction Railway

Company (in this Act called "the Junction Company") as set forth in the Second Schedule to this Act should be confirmed : A.D. 1899.

And whereas the undertaking of the Barnoldswick Railway Company (in this Act called "the Barnoldswick Company") is worked by the Company and it has been agreed between the said Companies and is expedient that the same should be vested in the Company as provided by this Act :

And whereas it is expedient that some of the powers and provisions of existing Acts relating to the Company should be amended as provided by this Act :

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 also for the making and enlargement of stations sidings warehouses engine-sheds workshops coal wharves depôts mineral goods and other works and conveniences for the accommodation of the traffic on their railways and for completing the purchase of lands and buildings for any of the above-mentioned purposes and for providing additional plant and rolling-stock block and interlocking signals and for the general purposes of their undertaking :

And whereas it is expedient that the Lancashire and Yorkshire Company the North Eastern Railway Company the Great Eastern Railway Company and the Great Northern Company and the several Committees herein-before mentioned respectively should be empowered to apply their funds to the purposes of this Act in which they are respectively interested :

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 Act 1899. Short title.

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

The Lands Clauses Acts :

The Railways Clauses Consolidation Act 1845 :

Part I. (relating to the construction of a railway) Part II. (relating to extension of time) Part III. (relating to working

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agreements) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863 :

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

The 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.

Interpreta-
tion.

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

The expression "the railways" means the new railways by this Act authorised other than the Alfreton Second Tunnel ;

The expression "the widenings" means the Alfreton Second Tunnel and the widenings of railways by this Act authorised.

Protection of
gas and
water mains
of local
authorities.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company or society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

Power to
Company to
make rail-
ways &c.

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

Two railways (to be called the Low Moor Junctions) situate wholly in the West Riding of the county of York :—

No. 1 one mile one furlong and eight chains in length commencing in the parish and urban district of Hunsworth

by a junction with the Railway No. 4 authorised by the Midland Railway (West Riding Lines) Act 1898 and terminating in the parish of Wyke in the urban district of North Bierley by a junction with the Lancashire and Yorkshire Railway Company's Cleckheaton Branch ;

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No. 2 two furlongs and eight chains in length situate wholly in the parish and urban district of North Bierley commencing by a junction with the said authorised Railway No. 4 and terminating by a junction with the said Railway No. 1 :

Two railways (to be called the Halifax Connecting Lines) situate wholly in the parish and county borough of Halifax in the West Riding of the county of York :—

No. 1 three furlongs and two chains in length commencing by a junction with the Lancashire and Yorkshire Railway Company's railway from Sowerby Bridge to Halifax and terminating at or near the south-east corner of the field numbered on the 25-inch Ordnance map 49 in the said parish belonging or reputed to belong to the trustees of the will of Michael Stocks and in the occupation of Christopher James Tate and William Tate ;

No. 2 three furlongs and two chains in length commencing by a junction with the said Railway No. 1 and terminating in the field numbered on the 25-inch Ordnance map 51 in the said parish belonging or reputed to belong to the Corporation of Halifax and in the occupation of John Sugden :

A railway (to be called the Huddersfield Railway) four miles three furlongs and three chains in length wholly situate in the West Riding of the county of York commencing in the parish and urban district of Mirfield by a junction with the Lancashire and Yorkshire Railway Company's railway from Manchester to Normanton and terminating in the parish and county borough of Huddersfield at a point two chains or thereabouts measured in a northerly direction from the junction of Newtown Row and Green Street :

A railway (to be called the Thornhill Junction) seven furlongs in length situate wholly in the parish and urban district of Thornhill in the West Riding of the county of York commencing by a junction with the Railway No. 1 authorised by the Midland Railway (West Riding Lines) Act 1898 and terminating by a junction with the Lancashire and Yorkshire Railway Company's railway from Manchester to Normanton :

A.D. 1899. : A railway (to be called the Holmes Curve) four furlongs and two chains in length situate wholly in the parish and borough of Rotherham in the West Riding of the county of York commencing by a junction with the Company's railway from Sheffield to Masbrough and terminating by a junction with the Company's railway from Derby to Leeds :

A railway (to be called the Alfreton Second Tunnel) one mile in length wholly situate in the county of Derby commencing in the parish and urban district of Alfreton by a junction with the Company's main line at a point $27\frac{1}{2}$ chains or thereabouts measured in a south-easterly direction from the south-east face of Alfreton Tunnel and terminating in the parish and urban district of Alfreton by a junction with the said railway at a point 14 chains or thereabouts measured in a north-westerly direction from the north-west face of the said tunnel :

Three railways (to be called the Trent and Toton Lines) situate wholly in the parish and urban district of Long Eaton in the county of Derby :—

No. 1 one mile seven furlongs and three chains in length commencing by a junction with the Company's main line at a point 17 chains or thereabouts measured in a south-westerly direction from the south-west end of Trent Station platform and terminating by a junction with the said main line at a point $45\frac{1}{2}$ chains or thereabouts measured in a north-westerly direction from the north-west end of the platform at Long Eaton Station ;

No. 2 three furlongs and eight chains in length commencing by a junction with the said Railway No. 1 near the centre of the field numbered on the 25-inch Ordnance map 232 in the said parish and terminating by a junction with the Company's Trent and Nottingham Railway ;

No. 3 three furlongs and four chains in length commencing by a junction with the said Railway No. 1 at or near the south-east corner of the field numbered on the 25-inch Ordnance map 169 in the said parish and terminating at a point $2\frac{1}{2}$ chains or thereabouts measured in a south-westerly direction from a point on the said main line $44\frac{1}{2}$ chains or thereabouts north-west of the platform at Long Eaton Station :

A railway (to be called the Leicester New Goods Branch) one furlong and seven chains in length situate wholly in the parish of Leicester in the county borough of Leicester in the county of Leicester commencing by a junction with a siding adjoining

and on the west side of the Company's main line and terminating at a point 4 chains or thereabouts measured in an easterly direction from the junction of Kent Street and Graham Street : A.D. 1899.

A widening of the Company's railway from Derby to Leeds (to be called the Kilnhurst and Swinton Widening) seven furlongs and four chains in length commencing in the parish and urban district of Rawmarsh in the West Riding of the county of York at a point 14 chains or thereabouts measured in a southerly direction from the southern end of the platform at Kilnhurst Station and terminating in the parish and urban district of Swinton in the same riding at a point 74 chains or thereabouts northward of the commencement thereof as herein-before described :

A widening of the Company's railway from Derby to Leeds (to be called the Parkgate and Roundwood Widening) two miles and two furlongs in length wholly in the West Riding of the county of York commencing in the parish and urban district of Greasbrough at a point 16 chains or thereabouts measured in a south-westerly direction from the centre of the bridge carrying the said railway over the Greasbrough Canal and terminating in the parish and urban district of Rawmarsh at a point 107 chains or thereabouts measured in a north-easterly direction from the booking office at Rawmarsh Station :

A widening of the Company's main line (to be called the Alfreton and Clay Cross Widening) six miles and three furlongs in length wholly in the county of Derby commencing in the parish and urban district of Alfreton at a point 20 chains or thereabouts measured in a south-easterly direction from the booking office at the Alfreton Station and terminating in the parish of Tupton at a point on the said railway $4\frac{1}{2}$ chains or thereabouts measured in a southerly direction from the booking office at Clay Cross Station.

6. The railways and widenings 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 and widenings.

7. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any Inclination of roads.

A.D. 1899. — inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say) :—

No. on deposited Plan.	Parish or other Area.	Description of Road.	Intended Inclination.
8	County Borough of Halifax -	Public - -	1 in 5.
6	Urban District of Swinton -	Public - -	1 in 12.

Height and span of bridges.

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

No. on deposited Plan.	Parish or other Area.	Description of Road.	Height.	Span.
29	County Borough of Leicester	Public -	ft. in. 14 0	ft. in. 40 0
93	Urban District of Rawmarsh	Public -	11 6	25 0
63	Urban District of Rawmarsh	Public -	12 0	30 0
30	Parish of Tibshelf - -	Disturnpiked	15 0	35 0
6	Parish of Morton - -	Public -	15 0	20 0

Widths of certain roadways.

9. The Company may make the roadway over the bridges by which the following roads will be carried over the railways and widenings of such width between the fences thereof as the Company think fit not being less than the respective widths herein-after mentioned in connexion therewith respectively (that is to say) :—

No. on deposited Plan.	Parish or other Area.	Description of Roadway.	Width of Roadway.
8	County Borough of Halifax -	Public - -	Ft. 15
24	Parish of Blackwell -	Public - -	20
15	Parish of Tibshelf - -	Public - -	18

10. 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 the 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) :—

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Power to divert road as shown on deposited plans.

Railway or Widening.	Parish or other Area.	No. of Road on Plan.
Holmes Curve - -	Borough of Rotherham -	2

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.

11. For the benefit and protection of the mayor aldermen and burgesses of the borough of Halifax (in this section referred to as "the corporation") the following provisions shall have effect (that is to say) :—

For protection of Halifax Corporation.

- (1) Whenever in the construction of the railways and works authorised by this Act or by reason of the exercise of the powers thereby conferred upon the Company it is found necessary to divert alter or interfere with any gas water or electric mains tramways sewers drains or lamp-posts belonging to the corporation every such diversion alteration or interference and all works connected therewith or incident thereto shall be executed by the corporation according to such plans and in such manner as may be reasonably prescribed or approved by them but at the sole expense in all things of the Company :
- (2) If by reason of the execution of any of the powers of this Act any increased length of gas water or electric mains or pipes sewers or drains shall become necessary within the borough of Halifax the same shall be provided and laid down by the corporation at the cost of the Company according to such plan and in such manner as may be reasonably approved of by the corporation :

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(3) Notwithstanding anything shown on the deposited plans of the Halifax Connecting Lines by this Act authorised the Company shall not acquire any greater portion of the lands in the parish of Halifax shown on the said plans and bounded on the north by Hunger Lane on the south-west and west by Caygells Walk on the south-east and east by Shaw Hill and Shaw Syke than is shown by the red dotted line on the plan signed by E. R. S. Escott the borough surveyor and by John Allen McDonald the engineer to the Company :

(4) 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 any works to be executed or things to be done or powers to be exercised thereunder or as to the mode of giving effect thereto shall be determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For protection of corporation of Huddersfield.

12. Notwithstanding anything shown on the deposited plans and sections or contained in this Act the following provisions for the protection of the mayor aldermen and burgesses of the borough of Huddersfield (in this section referred to as "the corporation") shall have effect (that is to say) :—

(1) In this section the word "the railway" means the Huddersfield Railway the word "street" shall apply to and include any highway and any public bridge (not being a county bridge) and any road lane footway square court alley passage whether a thoroughfare or not and the parts of any such highway road bridge lane footway square court alley or passage within the said borough the word "bridge" means a bridge carrying the railway over any street and includes any viaduct constructed under the powers of this Act the expression "the plan" means a plan signed in duplicate by K. F. Campbell on behalf of the corporation and by J. Allen Macdonald on behalf of the Company and the expression "the borough surveyor" means the borough engineer of the borough of Huddersfield :

(2) The Company shall carry the railway over all streets crossed thereby by flat girder bridges of one clear span between the abutments and the minimum headway of every such bridge above the surface of the street shall be sixteen feet except in the case of Bradford Road the minimum headway above the surface of which shall be eighteen feet ;

The span shall be measured square to the street except in case of the bridge at the junction of Halifax Old Road and

Willow Lane in which case the span shall be measured along the centre line of the railway ;

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In lieu of a flat girder bridge the Company may in every case where they think fit construct a brick arch the spring of which shall commence not less than ten feet above the level of the road at the point of crossing and the headway of which shall for three-fifths of the span be the maximum headway of the girder bridge for which it is substituted :

- (3) Whenever in the construction of a bridge over any street a recess is left in such street under such bridge the Company shall on the request of the corporation fence off or build up such recess and no abutment of any bridge shall extend beyond the street line :
- (4) The Company shall substitute viaduct for embankment in the construction of the railway from a point on the said centre line thereof three miles six furlongs six chains measured therealong from the commencement of the railway to the point where the railway will enter the land of the Company in St. John's Road :
- (5) Clough House Mill Beck shall be carried under the railway where crossed thereby in a stone or brick culvert of sufficient dimensions :
- (6) In lieu of the portion of Oxford Street to be acquired by the Company under the powers of this Act the corporation may continue Newtown Row in a northerly direction with the best practicable gradient to make a junction with St. John's Road and form a new approach to the intended station of the Company to adjoin that road and for the purpose of and in connexion with this work the Company shall dedicate to the public free of cost the land requisite therefor As soon as the said work shall have been completed and opened to the public the Company shall pay to the corporation the reasonable cost incurred by them in and in relation to the construction of the said work :
- (7) The public footpath leading from Far Town Green Road to Leeds Road shall be diverted so as to pass under the railway at a point about three miles three furlongs and one chain (measured along the centre line thereof as shown on the deposited plans) and the bridge to carry the railway over the said footpath so diverted shall have a minimum span of twelve feet and a headway of sixteen feet :
- (8) The Company shall set back the buildings and walls in Willow Lane and in Halifax Old Road in accordance with the improvement lines shown on the plan and shall dedicate to the

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public the land between the existing street and the said respective lines :

- (9) Blackhouse Dyke shall be carried under the railway where crossed thereby in a stone or brick culvert of sufficient dimensions :
- (10) The public footpath leading from Sheepridge to Leeds Road numbered on the deposited plans 63 in the county borough of Huddersfield shall be carried over the railway by a bridge twelve feet wide between the parapets and the public footpath leading from Far Town Green Road to the existing bridge carrying the said footpath numbered 63 over the London and North Western Railway shall be diverted so as to join the approach road to the first-mentioned bridge :
- (11) The Company shall provide a sufficient arch over the main outfall sewer of the corporation to enable the corporation to obtain access to such sewer and the said arch shall be so constructed that the piers thereof shall be equi-distant from the said sewer :
- (12) The Company shall construct the abutments and piers of every bridge with panels towards the road filled with white glazed bricks and shall construct every bridge so far as practicable thoroughly water-tight and drip-dry :
- (13) If by reason of the exercise by the Company of any powers granted them under this Act the corporation shall at any time incur any additional cost in repairing or altering any existing gas or water main pipe or apparatus or any existing sewer or drain such additional cost shall be repaid by the Company to the corporation :
- (14) The Company shall repay to the corporation any additional cost they may incur in constructing the sewer in Deighton Road at a greater depth than would have been required but for the works of the Company :
- (15) Before the Company interfere with the existing sewer in Whitacre Street they shall to the reasonable satisfaction of the corporation and at the cost of the Company and in accordance with plans sections and specifications to be previously submitted to and reasonably approved of by the corporation construct a sufficient substituted sewer and connect the same with the sewer so interfered with :
- (16) The Company shall make provision for strengthening the Edgerton intercepting sewer and the Ashbrow Road intercepting sewer respectively where crossed by the railway and shall construct a manhole on each side of the railway to the reasonable satisfaction of the corporation :

(17) If the Company construct any pier or abutment over any sewer of the corporation the Company shall if so required by the corporation construct and maintain a good and sufficient relieving arch thereover so as to afford access thereto for the purpose of repairs :

(18) Every bridge over any street shall be constructed with parapets or screens of not less than six feet above the level of the upper surface of the rails for the whole width of the street :

(19) The abutments and foundations of every bridge shall be carried to such a depth below the surface thereof as to allow the corporation to reconstruct relay or repair any existing sewer drain watercourse gas or water main or other pipe tramway or any electric line or works :

(20) The Company shall not so use any arch or space under any bridge or allow any such arch or space to be so used as to be or create a nuisance and the provisions of the Public Health Act 1875 with respect to nuisances shall so far as applicable extend and apply to any complaint of a contravention of this subsection :

(21) If the Company require to interfere with any sewer or drain or any tramway or gas or water main or pipe of the corporation all alterations thereof and all additional sewers drains tramways mains pipes and lines rendered necessary by any works by this Act authorised shall respectively be made provided and laid by the corporation at the expense of the Company in accordance with plans sections and specifications to be previously submitted by the Company to and reasonably approved by the corporation before the commencement of the work :

(22) All streets diverted or altered or the surface of which shall be disturbed by or for the Company (not being roads or highways crossed by the line of railway) shall be channelled drained kerbed paved flagged restored and completed by the Company to the reasonable satisfaction of the corporation and with such material as they may reasonably require and the Company shall maintain the same in efficient repair for one year from the date of such completion :

(23) The Company shall not during the execution of any work or its subsequent maintenance interrupt or obstruct the traffic on any tramway of the corporation and where by reason of such execution or maintenance it is in the opinion of the corporation necessary or expedient temporarily to remove or discontinue the use of such tramway or any part thereof the Company may and shall from time to time construct in the same or some adjacent street to be prescribed by the corporation and maintain

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so long as occasion may require a temporary tramway in lieu of the tramway or part of a tramway so removed or discontinued :

(24) The Company shall at their own expense during the construction of any work in the said borough cause such work to be fenced lighted and watched both by day and by night for the protection of the public to the reasonable satisfaction of the corporation until the completion thereof and in carrying out such work they shall not interfere with or obstruct any street except so far as shall be reasonably necessary for executing such work and in every street in which they shall execute any work they shall at all times until the completion thereof maintain an access to the houses and property therein and keep open therein free from obstruction a sufficient width thereof to accommodate a double line of vehicular traffic and in addition a footway not less than three feet wide and shall fence off the same from the said works by such a hoarding as shall (as to its line height and nature) be reasonably approved by the borough surveyor :

(25) The Company shall be responsible for and make good to the corporation all costs losses damages and expenses sustained by them by reason of any of the matters in this section provided for or by reason of any damage to be occasioned to persons or property or by reason of any interruption or obstruction to the traffic of the tramways of the corporation or to the supply of water or gas by the corporation or otherwise by reason of the execution or any defect or defects in the execution of the powers of this Act whether by the Company or their contractors or their respective agents officers servants or workmen and shall indemnify the corporation from all claims and demands upon or against them by reason of or arising from such execution defect or default :

(26) All works to be executed by the Company under this section in the said borough or in any way affecting any sewer drain tramway gas or water main pipe or apparatus of the corporation shall be so executed at the cost in all respects of the Company in accordance with plans sections and specifications submitted to and approved by the corporation before the commencement of the work and under the superintendence and to the reasonable satisfaction of the borough surveyor or other officer of the corporation having the management superintendence or control of the undertaking affected by such work and the reasonable costs of such superintendence shall be paid by the Company to the corporation :

- (27) If the corporation fail to signify their approval or disapproval or to state their requirements with respect to any plans sections and specifications submitted to them under any of the provisions of this section within thirty days after the deposit thereof by the Company at the office of the borough surveyor at the town hall of the said borough the corporation shall be deemed to have approved thereof :
- (28) The Company and the corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company for the protection of the corporation and for the execution by the corporation of any such works :
- (29) If any of the provisions of this section shall be contrary to or inconsistent with the provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 the provisions of this section shall prevail :
- (30) If any difference arise between the Company and the corporation touching anything to be done or not to be done or any moneys to be paid under the provisions of this section such difference shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers.

13. The following provisions for the protection of the Lancashire and Yorkshire Railway Company (herein-after called " the Lancashire Company ") shall unless otherwise agreed between the Company and the Lancashire Company apply and have effect :—

For protection of Lancashire and Yorkshire Railway Company.

- (1) The Company in constructing the railways and works by this Act authorised so far as the same affect the railway lands or works of the Lancashire Company shall construct them in and upon the lines and levels shown upon the deposited plans and sections and according to plans and sections to be previously submitted to and reasonably approved by William Barton Worthington or other the principal engineer of the Lancashire Company and under the superintendence and in all respects to the reasonable satisfaction of such engineer :
- (2) The junctions of the Low Moor Junction Railway No. 1 the Halifax Connecting Line No. 1 the Huddersfield Railway and the Thornhill Junction Railway with the Lancashire Company's Railway shall be at the respective points of junction shown on the deposited plans :
- (3) In order to enable the Lancashire Company to make a connecting line in a south-easterly direction from Low Moor Junction Railway No. 1 to their Cleckheaton Branch the

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Lancashire Company may (subject to the provisions as to junctions of the Railways Clauses Act 1863) make a junction for such connecting line with the said Railway No. 1 at such point therein as shall be agreed on between the Company and the Lancashire Company or as failing agreement shall be determined by arbitration :

- (4) The Company shall construct the Halifax Connecting Line No. 1 in such situation between the point where it joins the West Riding Union Railway of the Lancashire Company and its termination as to allow of the Lancashire Company at any time hereafter widening their said railway by laying down two additional lines of way and the Company shall upon being so required in writing by the Lancashire Company sell to that company any land which the Company may acquire between the said West Riding Union Railway and the said Connecting Line No. 1 at the price at which the Company purchased the same land Provided that any such requisition shall be made within two years after the Company shall have notified in writing to the Lancashire Company that the Company have purchased the said lands :
- (5) The Company upon being so required in writing by the Lancashire Company at any time within two years after the passing of this Act shall sell to the Lancashire Company such portion of the properties numbered respectively on the deposited plans 2 4 and 4A in the urban district of Mirfield as the Lancashire Company shall require for the widening of their main line of railway in the parish of Mirfield authorised by the Lancashire and Yorkshire Railway Act 1897 :
- (6) If by reason of the construction of any of the said railways it shall become necessary to add to or alter the signal or signals upon the railways of the Lancashire Company the same shall be so added to or altered by the Lancashire Company and the reasonable expense thereof shall be repaid to them by the Company :
- (7) In constructing and maintaining all or any of the railways or works by this Act authorised where the same affect the railways works or lands of the Lancashire Company the Company and their contractors and their respective servants agents or workmen shall not obstruct impede or interfere with the free and uninterrupted and safe user of the railways or other works of the Lancashire Company :
- (8) All works affecting the Lancashire Company's railway shall be executed at the expense of the Company under the superintendence and to the reasonable satisfaction of the principal

engineer of the Lancashire Company and according to plans sections and specifications to be previously submitted to and reasonably approved by him in writing Provided that if he shall not have expressed his approval or disapproval of the said plans sections and specifications within one month after the same shall have been submitted to him he shall be deemed to have approved thereof :

- (9) The Company shall at all times maintain all the works affecting the Lancashire Company's railway in substantial repair and good order to the reasonable satisfaction in all respects of the said engineer of the Lancashire Company and if and whenever the Company fail so to do the Lancashire Company may make or do as well in and upon the lands of the Company or the lands acquired by them for the purposes of this Act as their own lands all such works and things as such engineer may reasonably think requisite in that behalf and the sum from time to time certified by such engineer to be the reasonable amount of such their expenditure shall be paid to the Lancashire Company by the Company and in default of payment may be recovered in any court of competent jurisdiction :
- (10) The Company shall not without in every case the previous consent of the Lancashire Company in writing under their common seal take use enter upon or interfere with any of the lands railways or works for the time being belonging to or in the possession or under the power of that company except only such parts of such lands railways or works as it shall be absolutely necessary for the Company to take use enter upon or interfere with for the purpose of making and maintaining the railways and works which affect the railway of the Lancashire Company aforesaid :
- (11) With respect to any land of the Lancashire 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 Lancashire 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 The amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :
- (12) The Company shall on demand pay to the Lancashire Company all reasonable expenses of the employment by them during the construction of the works affecting the Lancashire

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Company of a sufficient number of inspectors and watchmen to be appointed by the Lancashire Company for watching their said railway and works with reference to and during the execution of the works of the Company and for preventing as far as may be all interference danger and accident from any of the operations or from the acts and defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :

(13) The Company shall be responsible for and make good to the Lancashire Company all costs losses damages and expenses occasioned to the Lancashire Company or to their said railways or any other of their works and property or to the traffic on the said railways or to any company or person using the same by reason of the execution or failure of the works by this Act authorised or by any act or omission of the Company or their contractors or of any person in their respective employment and the Company shall effectually indemnify and hold harmless the Lancashire Company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission as aforesaid :

(14) If any difference shall arise between the Company and the Lancashire Company or their respective engineers touching this section or anything to be done or paid or not to be done or paid thereunder or as to the reasonableness of any plans sections and specifications such difference shall be determined by the arbitration of 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 of the said companies after notice thereof in writing to the other.

For protection of London and North Western Railway Company.

14. The following provisions for the protection of the London and North Western Railway Company (herein-after referred to as "the North Western Company") shall apply and have effect:—

(1) The Company shall construct the Huddersfield Railway and the works connected therewith by this Act authorised so far as the same pass over adjoin or affect the Huddersfield Canal or the Huddersfield and Manchester Railway or the lands or works of the North Western Company so as to leave undisturbed at all times the said canal and the said railway and the works connected therewith of the North Western Company and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said canal and railway 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 : A.D. 1899.

- (2) The Company shall carry the said Huddersfield Railway where the same is intended to cross over the Huddersfield Canal and the Huddersfield and Manchester Railway of the North Western Company 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 Huddersfield Canal the bridge shall be of one clear span over the existing waterway of the canal and the towing-path such span to be of not less width than fifty-six feet measured on the square and in the case of the Huddersfield and Manchester Railway of one span such span being of sufficient width to clear the existing lines of railway and an additional space or width of twenty-one feet six inches on each side of such existing lines of railway measured on the square from the outer rail on either side and with a clear headway throughout in the case of the crossing of the Huddersfield Canal of not less than twenty feet above the water level of the said canal and in the case of the crossing of the Huddersfield and Manchester Railway of not less than fourteen feet six inches above the upper surface of the rails upon such railway and the Company shall for ever maintain their bridges at the same level as constructed :
- (3) If by reason of the construction of the said Huddersfield Railway hereby authorised it shall become necessary to add to or alter the signal or signals upon the said railway of the North Western Company the same shall be so added to or altered by the North Western Company and the reasonable expense thereof shall be repaid to that company by the Company :
- (4) The Company shall construct the said portions of the Huddersfield Railway where the same will pass over or alongside of the said canal and railway of the North Western Company and all the works both temporary and permanent necessary and incident to the construction thereof so far as they affect the property and works of the North Western Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and reasonably approved in writing by Francis Stevenson or other the principal engineer for the time being of the North Western Company (herein-after referred to as "the 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

A.D. 1899.

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 :

- (5) 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 :
- (6) The Company shall not except with the previous consent of the North Western Company under their common seal purchase or acquire any lands or property of that company 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 Huddersfield Railway over the said Huddersfield Canal and the said Huddersfield and Manchester Railway in accordance with the provisions of this section :
- (7) During the construction of the said portions of railway across and adjoining and near to or affecting the canal and railway 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 said canal and railway 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 :

- (8) 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 canal or railway 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 : A.D. 1899.
- (9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs losses damages or expenses which may be occasioned to them or to their canal or to their railway 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 :
- (10) 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 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 said canal and the railway 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 :

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

(12) 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.

For protection of
Leicester
Corporation.

15. For the protection of the mayor aldermen and burgesses of the borough of Leicester (in this section called "the corporation") the following provisions shall have effect (that is to say) :—

(1) If by reason of the exercise by the Company of any powers conferred upon them by this Act any additional gas or water mains pipes sewers or drains belonging to the corporation or any increased lengths or capacity thereof respectively be rendered necessary the same shall be respectively provided laid out and constructed by the corporation at the cost of the Company :

(2) If by reason of the exercise by the Company of any powers conferred upon them by this Act the corporation shall at any time incur any additional cost in repairing or altering any existing gas or water main pipe or apparatus or any sewer or drain such additional cost shall be repaid by the Company to the corporation :

(3) Before the Company interfere with any existing sewer or drain of the corporation they shall to the reasonable satisfaction of the corporation and at the cost of the Company and in accordance with plans and sections to be previously submitted to and reasonably approved of by the corporation construct a sufficient substituted sewer or drain and connect the same with the sewer or drain so interfered with :

(4) The Company shall give to the corporation reasonable notice before commencing the construction of the abutments of any bridge to be constructed under the powers of this Act over any street or road in the borough of Leicester :

(5) If the Company construct any pier or abutment over any sewer of the corporation the Company shall if so required by the corporation construct and maintain a good and sufficient culvert thereover so as to afford access thereto for the purpose of repairs :

- (6) All bridges for carrying the Leicester New Goods Branch over public roads streets or footways shall be of the flat girder type with a clear headway of at least fifteen feet and shall be constructed and maintained so as to prevent as far as reasonably practicable the dripping of water and shall be provided with proper well holes for light which well holes shall for the whole width of the streets in the case of Vulcan Street average three feet in width and in the case of Nedham Street sixteen feet and the abutments shall be constructed with white glazed brick panels and if any recesses are left in the course of construction they shall be properly filled in to prevent nuisance The bridges shall also be provided with screens or parapets at least six feet in height :
- (7) The Company shall if and when required by the corporation enclose with suitable fencing all lands belonging to the Company while remaining uncovered by buildings :
- (8) The abutments and foundations of the bridges over any public streets in the said borough shall be carried down to such a depth as will to the reasonable satisfaction of the corporation avoid danger or damage to the bridges in case of excavations being made in order to reconstruct construct lay or repair any existing or new sewer water or gas main or other pipe :
- (9) Before the Company obstruct any street or road in the said borough in the exercise of their power under this Act they shall to the reasonable satisfaction of the corporation provide and thenceforward until such obstruction be removed maintain proper accommodation for the traffic along such street and access to houses and property therein and they shall cause such obstruction to be properly fenced and lighted :
- (10) All works to be executed by the Company in any way affecting any gas or water pipes or sewers of the corporation or any property of the corporation shall be so executed at the cost in all respects of the Company in accordance with plans sections and specifications previously submitted to and reasonably approved of by the corporation and under the superintendence and to the reasonable satisfaction of the engineer of the corporation and the reasonable cost of such superintendence shall be paid by the Company to the corporation :
- (11) If the corporation shall for a period of fourteen days after any plans sections or specifications are submitted to them for their approval under this section fail to signify to the Company in writing their disapproval thereof and the reason for such disapproval and particulars of any modifications required the corporation shall be deemed to have approved of the same :

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(12) The Company and the corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company for the protection of the corporation and for the execution by the corporation of any such works :

(13) If any difference arise between the Company and the corporation touching anything to be done or not to be done or any moneys to be paid under the provisions of this section such difference shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers.

For protection of Swinton Urban District Council.

16. In constructing the railways and works by this Act authorised in the urban district of Swinton in the county of York (in this section called "the railway") the following provisions for the protection of the Swinton Urban District Council (in this section called "the district council") shall apply to and be obligatory on the Company :—

The Company shall construct and for ever thereafter maintain at the points where the railway shall cross over the sewers of the district council and to the full limit of the boundary fences of the railway at the points of crossing cast-iron drain pipes of the diameter of twelve inches in lieu of the existing sanitary pipe sewer at those respective points and shall construct and maintain a sufficient number of side entrances to the manholes and lampholes of the said sewers where the railway shall be constructed over those sewers and shall not remove any of the existing sewers or manholes without the consent of the district council the whole of which said works shall be executed to the reasonable satisfaction of the engineer of the district council :

The Company shall not alter or in any way interfere with any of the sewers or pipes hydrants air valves or culverts belonging to or under the control of the district council under any portion of the lands by this Act authorised to be taken further than may be necessary in constructing and maintaining the railway and then only subject to plans and specifications to be approved by and to the reasonable satisfaction of the district council :

The Company shall not permanently or temporarily divert or stop up any street road or footway within the district of the district council unless and until they have completed to the satisfaction of the District Council such substituted street roadway or footway or bridge (if any) as shall be authorised by

this Act and the Company shall not temporarily divert stop up or interfere with any street roadway or footway in the district of the district council unless and until they shall have provided to the satisfaction of the district council proper temporary accommodation for access to property and for traffic which temporary accommodation shall during the continuance of the diversion stopping up or interference be properly and sufficiently maintained fenced or lighted by and at the expense of the Company :

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The Company shall at their own cost in lieu of the two existing footpath level crossings at Meadow View and Highthorn both within the said district erect and maintain a bridge twelve feet wide with suitable approaches thereto over the railway at a convenient point to be agreed upon between the Company and the district council and situate between Meadow View and Highthorn aforesaid :

If any question or difference shall arise between the district council and the Company as to the manner in which any of the works of this section provided for are to be constructed by the Company or as to the reasonableness or sufficiency thereof the same shall be settled and determined by the surveyor and engineer respectively of the district council and the Company or failing agreement by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party.

17.—(1) In constructing the Thornhill Junction by this Act authorised the Company shall provide a bridge under the railway at or about the eastern boundary of the field numbered on the deposited plans 238 in the urban district of Thornhill and shall construct such bridge if so required by the Thornhill Urban District Council (in this section called "the council") in line with the existing arch under the Lancashire and Yorkshire Railway and with a span of twenty feet and a headway not less than that of the last-mentioned arch.

For protection of
Thornhill
Urban
District
Council.

(2) The council shall be at liberty to lay maintain repair or reinstate a pipe sewer of fifteen inches diameter under the bridge.

(3) The centre line of the railway shall not be deviated from the line shown on the deposited plans where it crosses the fence between the properties numbered 237 and 238 to a greater extent than one chain.

(4) The Company shall make proper provision for carrying their railway over the watercourse at or near forty chains from the commencement of the said Thornhill Junction.

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(5) The bridle-road crossing the railway at the point marked four furlongs on the deposited plans shall be diverted about two chains to the north-west and carried over the railway by an overbridge.

As to bridge
over Mas-
borough
Street
Rotherham;

18. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not without the previous consent under seal of the corporation of Rotherham extend or alter the bridge carrying their railway over the public road in the borough of Rotherham known as Masborough Street and numbered on the deposited plans 80 in that borough and the Company shall not without the like consent divert the public highway referred to in the section of this Act the marginal note of which is "Power to divert road as shown on deposited plans."

For pro-
tection of
North
Bierley
Urban
District
Council.

19. For the protection of the North Bierley Urban District Council (in this section called "the council") the following provisions shall have effect (that is to say):—

- (1) Whenever in the construction of the Low Moor Junction authorised by this Act or in exercise of the powers by this Act conferred upon the Company it is found necessary to alter divert or interfere with any highways public footpaths gas or water mains sewers drains watercourses or lightposts belonging to the council every such diversion alteration or interference and all works connected therewith or incident thereto shall be executed by the council according to such plans and in such manner as may be reasonably prescribed or approved by them but at the sole expense in all things of the Company :
- (2) The Company shall carry the railway over Mill Carr Hill Lane by a bridge having a span of thirty feet and a headway of fifteen feet and over the Bradford main road by a bridge having a span of forty-two feet and a headway of twenty feet :
- (3) The Company shall carry the railway over Green Lane by a bridge having a span on the square of twenty-five feet and a headway of twelve feet and shall divert the said road on the south side of the railway so as to join the public road from Oakenshaw to Wyke at a point two chains or thereabouts east of its present junction therewith the exact course of the said diversion being subject to the reasonable approval of the surveyor of the council :
- (4) Any difference arising between the Company and the council as to the meaning or effect of this section or anything to be done or not to be done thereunder shall unless otherwise agreed between the Company and the council be determined by a single arbitrator to be appointed by the President of the Institution of

Civil Engineers and otherwise in accordance with the provisions of the Arbitration Act 1889: A.D. 1899.

20. 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 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.

21. For the protection of John Lee Walker his executors administrators and assigns the following provisions shall have effect namely :— For protection of John Lee Walker.

Before commencing to construct any part of the Huddersfield Railway by this Act authorised in the county borough of Huddersfield the company shall give to John Lee Walker of "Glenfield" in the county borough of Huddersfield notice under section 18 of the Lands Clauses Consolidation Act 1845 of their intention to purchase and acquire his leasehold interest in the messuage and premises numbered respectively 36 37 38 39 39a and 40 in the said county borough of Huddersfield on the plans deposited for the purposes of the said railway.

22. The following provisions for the protection of Sir John William Ramsden and his sequels in estate (in this section included in the expression "Sir John Ramsden") shall unless otherwise For protection of Sir John William Ramsden.

A.D. 1899. — agreed between the Company and Sir John Ramsden have effect (that is to say) :—

- (1) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not enter upon take or use —
 - (A) Any portion of the property numbered on the deposited plans 29 in the county borough of Huddersfield which is within forty feet of the east side of the Chapel Yard adjoining that property;
 - (B) Any portion of the properties numbered respectively on the deposited plans 39 and 39A lying between the lands now in lease to John Lee Walker and those in lease to William Hirst or any property required for the continuation eastward through the properties numbered on the said plans 33 and 39A in the said county borough of the road proposed to be constructed between those two leaseholds :
- (2) In order to give access from lands on the north of the railway to the Leeds Road the Company shall construct and thereafter maintain a bridge over the railway with proper inclined approaches (but no formed road) in the position marked " A " on the plan signed by the engineer of the Company and the agent of the said Sir John Ramsden and herein-after referred to as " the signed plan ". Such bridge shall be of the width of at least forty feet throughout between the parapets measured on the square and the said approaches shall be of a like width and shall have a gradient not steeper than 1 in 15 if practicable between the point " A " and Leeds Road :
- (3) Sir John Ramsden shall at all times have the right to lay and maintain and from time to time repair and renew a sewer through such portions of the properties numbered respectively on the deposited plans 17 18 and 19 in the said county borough as may be acquired by the Company in a direction parallel with the Company's boundary and at a distance therefrom not exceeding six feet :
- (4) The Company shall construct and thereafter maintain a bridge over the road at the point marked " B " on the signed plan of the span of not less than twenty-one feet measured on the square and the underside of the girders being not more than three feet below the level of the rails :
- (5) The public footpath leading from Sheepridge to Leeds Road numbered on the deposited plans 63 in the said county borough shall be carried over the railway by a bridge twenty feet wide but with the obligation upon the Company if hereafter required so to do by Sir John Ramsden to widen the said bridge to the

same width between the parapets as the existing bridge carrying that footpath over the London and North Western Railway and the public footpath leading from Far Town Green Road to the last-mentioned bridge shall be diverted so as to join the approach road to the first-mentioned bridge :

- (6) In the property numbered on the deposited plans 66 and also in the properties numbered on the said plans 72 or 73 in the said county borough the Company shall construct and maintain bridges under the railway immediately opposite to the bridges over which the line of the London and North Western Railway now runs. The said bridges so to be constructed shall correspond in width and other respects with the said existing bridges of the London and North Western Railway except that the height to the underside of the girders need not exceed sixteen feet above the surface of the road to be formed beneath such proposed bridges :
- (7) In order to admit of Alder Street being continued of the same breadth the Company shall construct and thereafter maintain between the points marked three miles five furlongs and three chains and three miles five furlongs and six chains on the deposited plans a bridge over the railway having a width throughout between its parapets of not less than forty-two feet and approaches of a like width and having a gradient not steeper than 1 in 10 :
- (8) The Company shall construct and maintain over the line of the intended road running in continuation of Olive Street to Alder Street a bridge having such headway as may be consistent with the construction of the railway according to the deposited plans and sections and a span of not less than thirty feet measured on the square :
- (9) The Company shall substitute viaduct for embankment in the construction of the railway from a point on the centre line thereof three miles six furlongs six chains measured therealong from the commencement of the railway to a point where the railway would enter the lands of the Company in St. John's Road :
- (10) The Company shall not use any of the lands which they may acquire under the powers of this Act facing Bradford Road as or for coal shoots or storage of coal or for any like purpose :
- (11) Notwithstanding anything in this Act or shown on the deposited plans the Company shall not stop up Oxford Street until Newtown Row shall have been continued in a northerly direction so as to form a junction with St. John's Road :

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(12) Notwithstanding anything in this Act contained the Company shall not enter upon the lands and premises numbered on the deposited plans 50 51 52 53 54 54A 55 56 and 57 in the county borough of Huddersfield until after the expiration of two years from the passing of this Act unless in the meantime new shafts shall have been completed and brought into use in substitution for the existing shafts in the said land numbered 51 :

(13) If when the Company enter upon the said lands numbered 50 51 52 53 54 54A 55 56 and 57 substituted shafts as provided by the last subsection shall not have been provided and brought into use the Company shall be liable to pay to Sir John Ramsden the cost of providing or as the case may be of completing such new shafts with all proper and sufficient pumping plant and until such shafts are provided shall not stop the working of the existing shafts and this section shall not prejudice the right of Sir John Ramsden to claim compensation under this Act for any temporary or permanent injury caused to his estate.

For protection of urban district council of Rawmarsh.

23. In the construction of the works and in the exercise of the powers by this Act authorised the following provisions for the protection of the urban district council (herein referred to as "the council") of the urban district (herein referred to as "the district") of Rawmarsh 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 widen construct and hereafter maintain the existing bridge and any widening thereof authorised by this Act carrying their main line over the Rotherham Road numbered 2 in the district on the deposited plans by means of flat girders and such bridge shall have a uniform width of at least thirty-five feet on the square between the abutments with a headway of at least fifteen feet and shall be constructed and hereafter kept in good and substantial repair by and at the expense of the Company :

(2) The Company shall at the like expense widen construct and maintain the bridge carrying their main line and any widening thereof over the Aldwarke Road numbered 63 in the district on the deposited plans by means of flat girders and such bridge shall have a uniform width of not less than thirty feet span over the roadway measured on the square and with the underside of the girders two feet higher than the soffit of the present arch :

- (3) The Company shall at the like expense widen construct and hereafter maintain the existing bridge and any widening thereof carrying their main line over the road known as Beechwood Lane numbered 93 in the district on the deposited plans by means of flat girders and such bridge shall have a uniform width of twenty-five feet span over the roadway measured on the square and with a headway of at least eleven feet six inches :
- (4) The Company shall make form and complete the street or roadway under the existing and widened bridges within the district for the whole length and width thereof so as to make them equal in all respects to the adjoining portions of the respective roads :
- (5) The Company shall construct and maintain the said bridges so as to prevent as far as practicable the dripping of the water upon the road beneath :
- (6) The Company shall not acquire or take under the powers of this Act and the Acts incorporated therewith a larger portion of the land forming part of the gasworks of the council than a strip abutting on the railway sixteen feet six inches in width :
- (7) The Company shall in like manner not acquire or take any larger amount of the site of sewage works of the council than a strip abutting on the railway not exceeding sixteen feet six inches in width :
- (8) If in the execution of any of the powers of this Act it shall be necessary to construct any railway or works over or to alter or interfere with or disturb any existing sewage tank or drains or make any new sewage tank drains or sewers such railway shall be constructed and such alteration interference or disturbance shall be carried out and such new sewers sewage tank and drains constructed at the cost of the Company according to plans to be previously submitted by the Company to and reasonably approved by the council before the commencement of the work and such work shall be carried out under the superintendence and to the reasonable satisfaction of the council :
- (9) If in the construction of any of the widenings by this Act authorised the Company shall take or interfere with the footpath between Dilks Lane and the Aldwarke Road on the south-east side of the railway or with the footpath between the Aldwarke Road past the colliery offices of John Brown & Company Limited on the north-west side of the railway they shall construct a new and equally convenient footpath or

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footpaths before diverting the same in accordance with plans to be previously submitted to and to be reasonably approved by the council :

- (10) Where the surface of any street road or footway shall be interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the council restore the surface of the street road or footway so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration :
- (11) The Company shall at their own expense during the construction of any works authorised by this Act within the district cause such works to be properly and sufficiently fenced lighted and watched both by day and night for the protection of the public until the completion thereof and in carrying out such works the Company shall not interfere with or in any way obstruct the streets roads or footways within the district except so far as may be reasonably necessary for executing such works :
- (12) If the Company require to interfere with any tramway or gas or water main or pipe or with any electric line or work of the council all alterations thereof and all additional tramways mains pipes and lines rendered necessary by any works by this Act authorised shall respectively be made provided or laid by the council at the expense of the Company in accordance with plans sections and specifications to be previously submitted by the Company to and reasonably approved by the council before the commencement of the work :
- (13) Any difference arising between the Company and the council as to the meaning or effect of this section or anything to be or not to be done thereunder shall unless otherwise agreed between the Company and the council be determined by a single arbitrator to be appointed by the President of the Surveyors' Institute in London and otherwise in accordance with the provisions of the Arbitration Act 1889.

For protection of
Long Eaton
Urban
District
Council.

24. For the protection of the Long Eaton Urban District Council (in this section called "the council") the following provisions with respect to the construction of so much of the Trent and Toton Lines by this Act authorised as is within the district of the council (in this section called "the railway") shall have effect (that is to say) :—

- (1) The Company shall carry the railway over the roads specified in the following table by flat girder bridges of one span having

throughout the respective widths between the abutments and the headways above the surface of the said roads respectively specified in the said table in connexion with those respective roads namely :—

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Road.	Minimum Width of Bridge.	Minimum Headway of Bridge.
Meadow Lane - - -	36 feet	15 feet
Station Street - - -	40 feet	15 feet
Nottingham Road - - -	53 feet	15 feet

- (2) The existing footpath from Thrumpton to Trent Station shall remain as at present and the Company shall provide a good and sufficient road for foot passengers from the opening thereof on to the Company's premises to Long Eaton Junction and Trent Station :
- (3) The footpath leading from Midland Street to Stapleford shall be kept open and carried over the railway :
- (4) The proposed diversion of footpath through the field numbered on the deposited plans 31 in the urban district of Long Eaton shall not be constructed but in lieu thereof the footpath shall be diverted along the line of the existing occupation road in the adjoining field numbered 30 on the said plans and the existing footpath in substitution for which the diversion is made shall be stopped up and discontinued to its junction with the said new footpath as diverted :
- (5) All openings for brook courses at present existing shall not be reduced in area and any new openings to be constructed for the railway shall be of the same sectional area as the existing ones :
- (6) A bridge or culvert shall be provided under the railway for the brook which runs through fields numbered 32 and 35 and 77 on the deposited plans and such bridge or culvert shall not be less than twenty-five feet in width or two spans of twelve feet six inches each and ten feet in height and such brook course shall be straightened by and at the expense of the Company from Meadow Lane up to the railway embankment :
- (7) All arches to carry the railway over the River Erewash shall be constructed in width ten per cent. larger than the existing arches :

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- (8) The Company shall make to the satisfaction of the council an extension of New Tythe Street to Meadow Lane such extension to be of the width of thirty-six feet at least :
- (9) The Company shall drain pave flag channel kerb and form the roadways with footpaths on each side to the full length of the additional arches or bridges constructed by them and the approaches thereto to the satisfaction of the surveyor of the council :
- (10) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works authorised by this Act the Company shall well and sufficiently and to the satisfaction of the surveyor of the council restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration :
- (11) The level of any street or road in the district of the council crossed or interfered with by the railway shall not be raised or lowered without the consent in writing of the council except Nottingham Road which the Company may lower to the extent of one foot only with gradients thereto of not more than one in thirty :
- (12) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or apparatus of the council until they shall have given to the surveyor of the council seven clear days notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas and water mains pipes and apparatus proposed to be interfered with :
- (13) The abutments and foundations of all bridges over any street shall be carried to such depth below the surface thereof as shall be reasonably required by the surveyor of the council so as to allow the council to lay down renew or repair any sewer water or gas mains or pipes in such streets :
- (14) 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 approved by the 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 council at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with and in such manner as shall be approved by the council :

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—

(15) Whenever the water or gas mains pipes or apparatus of the council shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining the supply of water or gas to lay additional mains or pipes or other apparatus such additional mains pipes conductors or other apparatus (of the same size and description as those previously in use) shall previous to the severance or interference be laid down by the council at the expense of the Company :

(16) If by reason of the execution of any of the powers of this Act the council shall necessarily incur any cost in altering any existing sewer or drain main or apparatus the Company shall repay to the council the costs so incurred :

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

(18) All roads or footpaths in the district of the council required to be made by the Company under this Act shall be made to the reasonable satisfaction of the surveyor of the council and such roads and footpaths when made shall be maintained and kept in repair by the Company for a period of twelve months :

(19) The Company shall dedicate to the public so much of the Company's land in Station Street as will be sufficient to widen such street to thirty-six feet wide :

(20) In this section the expression "street" shall have the same meaning as that assigned to it by the Public Health Act 1875.

25. 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.

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

26. Subject to the provisions of this Act the Company may in the lines shown upon the deposited plans and so far as the same are shown on the deposited sections in accordance with the levels shown on those sections make the bridge alteration and footpath hereinafter described with all proper works and conveniences connected therewith and may exercise the powers hereinafter mentioned and may enter upon take and use such of the lands delineated on

Power to make bridge alteration and footpath.

A.D. 1899. those plans and described in the deposited books of reference relating thereto as may be required for those purposes (that is to say) :—

The Company may when they shall have provided by agreement with the Morecambe Urban District Council a substituted road carried over their railway by a bridge stop up and discontinue and extinguish all rights of way over so much of the road known as Moss Lane in the urban district of Morecambe in the county of Lancaster which crosses the Company's railway on the level east of and near to Morecambe Station as will be rendered unnecessary by the substituted road :

The Company may in the parish of Aston-cum-Aughton in the West Riding of the county of York alter and extend the easternmost opening or arch of the bridge by which the public road from Sheffield to Worksop is carried over the Company's railway from Derby to Leeds at Woodhouse Mill Station and may alter the level of the said road :

The Company may make a new footpath in the parish of Beighton in the county of Derby and in the parish of Aston-cum-Aughton in the West Riding of the county of York along the west side of the Company's railway from Derby to Leeds between the old road from Beighton to Aston and a point on the existing footpath from Wragg Lane to Woodhouse Mill six chains or thereabouts measured in a south-easterly direction from the point where the Great Central Railway crosses that footpath and may stop up and discontinue and extinguish all rights of way over so much of the said existing footpath as lies between the points above described and also over so much of the existing footpath between the new road from Beighton to Aston and the above-mentioned existing footpath as lies between the easterly end of the bridge carrying the said new road over the Company's said railway and its junction with the first-mentioned footpath.

Power to
acquire lands
for general
purposes.

27. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon take use and appropriate to the purposes of extending their stations sidings warehouses engine sheds workshops coal wharves depots mineral goods and other works and conveniences for the accommodation of their traffic and for providing accommodation for persons belonging to the labouring classes who may be displaced under the powers of this Act and for other purposes connected with their undertaking all or any of the lands houses and buildings following delineated on the deposited plans thereof and described

in the deposited books of reference relating thereto and may exercise the powers herein-after mentioned (that is to say) :—

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In the county of Lancaster—

(Heysham.)

Lands in the parish of Heysham lying on both sides of and adjoining the Company's Heysham Branch Deviation now in course of construction and on both sides of and adjoining Middleton Lane :

In the West Riding of the county of York—

Lands in the parish and urban district of Idle lying on both sides of and adjoining the Company's railway from Leeds to Bradford near Thackley Junction Signal Box :

(Thackley.)

Lands in the same parish and urban district lying between and adjoining the Leeds and Liverpool Canal and the River Aire 16 chains or thereabouts west of Brackendale Mills :

Lands in the parish of Adwick-upon-Deerne lying on both sides of and adjoining the Company's railway from Derby to Leeds and north-east and south-west of the bridge carrying the said railway over the public road from Swinton to Bolton :

(Wath.)

Lands in the parish and urban district of Wath-upon-Deerne lying on the north-east side of and adjoining the Company's railway from Derby to Leeds and south-east of the Wath Station thereon :

Lands in the parish and borough of Rotherham lying on the north side of and adjoining the Company's railway from Sheffield to Rotherham and on the east side of and adjoining the Midland Steel Works and also lands lying on the east side of and adjoining the Company's railway from Derby to Leeds at or near the north end of North Street :

(Masborough.)

Lands in the parish of Brinsworth lying on the west side of and adjoining the Company's railway from Derby to Leeds south of and near to Canklow Mill :

(Canklow.)

Lands in the parish city and county borough of Sheffield situate on the east side of and adjoining Pond Street and on the south side of and adjoining Station Road and also lying between and adjoining Suffolk Road Turner Street Cross Turner Street and Fornham Street and also lying on the east side of and adjoining Cross Turner Street and on the north side of and adjoining Fornham Street and the Company may stop up and discontinue and extinguish all rights of way over and appropriate for the purposes of the Company the site and soil of the streets following (that is to say) Cross Turner Street and the portion of Fornham Street south and east of Cross Turner Street :

(Sheffield.)

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In the West Riding of the county of York and in the county of Derby—

(Ecclesall.)

Lands in the parish city and county borough of Sheffield in the West Riding of the county of York and in the parish or liberty of Beauchief in the rural district of Norton and in the parish of Norton in the county of Derby lying on the north-west side of and adjoining the Company's railway from Chesterfield to Sheffield and near the Millhouses and Ecclesall Station thereon :

In the county of Derby—

(Dore.)

Lands in the parish of Norton lying on the south-west side of and adjoining the Company's railway from Chesterfield to Sheffield near the northern entrance of the Bradway Tunnel :

(Buxton.)

Lands in the parish and urban district of Buxton and in the parish and urban district of Fairfield lying on the east side of and adjoining the Company's curve from Miller's Dale to the London and North Western Company's railway from Buxton to Stockport north of and near to Hogshaw Lane and the Company may stop up and divert and carry along the north side of the said lands so much of the footpath which crosses the last-mentioned railway at the north end of the engine shed as extends for a distance of 220 yards or thereabouts east of the said railway :

(Storforth Lane.)

Lands in the parish of Hasland lying on the east side of and adjoining the Company's railway from Derby to Leeds south of and adjoining Storforth Lane :

(Hasland.)

Lands in the parish of Hasland lying on the north side of and adjoining the Company's Pilsley Branch Extension Railway on both sides of the bridge carrying the public road from Grassmoor to Hasland over the said branch :

(Darley Dale.)

Lands in the parish of Darley Dale in the urban district of North Darley lying on both sides of and adjoining the Company's railway from Ambergate to Rowsley and near to and south of Rowsley sidings and the Company may divert and stop up so much of the footpath leading from the west side of the road from Darley to Rowsley at Meadow Cottages across the said railway to the River Derwent as lies between its junction with the said road and the said river and may make a new footpath in lieu thereof between the said river and the said cottages :

(Kilburn.)

Lands in the parish of Kilburn and in the parish of Denby lying on the east side of and adjoining the Company's

railway from Little Eaton Junction to Ripley near the A.D. 1899.
Kilburn Station thereon :

In the counties of Derby and Nottingham—

Lands in the parish of Sandiacre in the county of Derby and (Stapleford.)
in the parish of Stapleford in the county of Nottingham
lying on the north-east side of and adjoining the Company's
railway from Trent to Clay Cross north of and near to the
Toton sidings thereon :

In the county of Nottingham—

Lands in the parish of Selston lying on the west side of and (Pye
adjoining the Company's railway from Trent to Clay Cross Bridge.)
and south of and near to the Pye Bridge Station thereon :

Lands in the parish and urban district of Kirkby in Ashfield (Kirkby.)
lying on both sides of and adjoining the Company's
railway from Nottingham to Mansfield and between the
Kirkby Station thereon and Kirkby Hardwick :

In the county of Warwick—

Lands in the urban district of Nuneaton and Chilvers Coton (Nuneaton.)
situate on the south side of and adjoining the Company's
railway from Whitacre to Leicester east of and near to the
Abbey Station thereon :

Lands in the parishes of Castle Bromwich and Minworth (Castle
situate on both sides of and adjoining the Company's Bromwich.)
railway from Birmingham to Derby east and west of
Castle Bromwich Station :

Lands in the parishes of Minworth and Water Orton on the (Water
south side of and adjoining the said railway west of and Orton.)
near to Water Orton Junction :

In the county of Northampton—

Lands in the parish and urban district of Kettering lying on (Kettering.)
the east side of and adjoining the Company's railway from
Leicester to Bedford at and near to the Kettering Station
thereon :

Lands in the parish and urban district of Wellingborough (Welling-
lying on the west side of and adjoining the Company's borough.)
railway from Northampton to Wellingborough and on the
east side of and adjoining Senwick Road near the
Wellingborough Station :

In the county of Worcester—

Lands in the urban district of King's Norton and Northfield (Stirchley
lying on the west side of and adjoining the Company's Street.)
railway from Birmingham to King's Norton and 30 chains
or thereabouts south of the Stirchley Street Station
thereon :

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(King's
Heath.)

Lands in the urban district of King's Norton and Northfield lying on the south side of and adjoining the Company's railway from Birmingham to Bristol at and near to the King's Heath Station thereon :

In the county of Gloucester—

(Mangots-
field.)

Lands in the parishes of Pucklechurch and Westerleigh lying on both sides of and adjoining the Company's railway from Bristol to Gloucester and between Parkfield Colliery and Westerleigh Junction :

In the county of Hereford—

(Credenhill.)

Lands in the parish of Stretton Sugwas lying on the south side of and adjoining the Company's railway from Brecon to Hereford and west of and adjoining the public road leading from Hay to Stretton Sugwas and the Company may divert and stop up and discontinue and carry along the south side of the said lands so much of the footpath to Hay which leads out of the said public road at a point 130 yards or thereabouts south of the said railway as extends for a distance of 355 yards or thereabouts from its junction with the said road :

In the county of Brecon—

(Gurnos.)

Lands in the parish of Ystradgunlais Lower lying on the west side of and adjoining the Company's railway from Swansea to Ynisedwyn and north-east of and near to Gurnos Junction.

For pro-
tection of
Great
Central
Railway
Company.

28. Notwithstanding anything shown on the deposited plans or books of reference relating thereto the Company shall not in any way take use or enter upon or interfere with any of the lands and works of the Great Central Railway Company in the parish and urban district of Wath-upon-Deerne without the consent in writing of the Great Central Railway Company under their common seal.

For pro-
tection of
corporation
of Sheffield.

29. For the protection of the lord mayor aldermen and citizens of the city of Sheffield (in this section called "the corporation") the following provisions shall apply and have effect (that is to say):—

(1) If by reason of the execution of any of the powers of this Act any additional sewers or drains water mains or pipes shall become necessary within the limits of the city of Sheffield the same shall be constructed and laid down by the corporation at the expense of the Company :

(2) If any interference with the road surface sewers water mains or pipes beneath any road or street shall be necessary the corporation shall reinstate the surface of the road or street and such sewers water mains and pipes at the expense of the Company :

- (3) The Company shall sell to the corporation and the corporation shall purchase from the Company nine hundred and eighty-one square yards of land for the purpose of widening Pond Street and the corporation shall when such land has been thrown into the street pay to the Company therefor one-half of the amount paid by the Company as the cost of the same (including expenses of acquisition) and such amount shall be calculated on the basis of the proportion which the said nine hundred and eighty-one square yards bears to the whole of the land purchased by the Company in Pond Street of which the said nine hundred and eighty-one square yards forms part :
- (4) The Company shall not without the consent of the corporation erect or bring forward any house or building on any land fronting to Suffolk Road acquired by them under the powers of this Act or any wall above the height of six feet beyond the line of the present front main walls of the houses on the said lands :
- (5) 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.

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30. The Company shall only acquire so much of the property of the London and North Western Railway Company numbered 2 on the deposited plans in the urban district of Fairfield as shall be agreed upon between that company and the Company and the Company shall at the request of the London and North Western Railway Company convey to that company so much of the property numbered 3 on the deposited plans in the said urban district adjoining their railway as shall be equivalent in area to the property which may be acquired by the Company from the London and North Western Railway Company.

For further protection of London and North Western Railway Company.

31. For the protection of the King's Norton and Northfield Urban District Council (in this section called "the council") the following provisions shall unless otherwise agreed between the council and the Company have effect (that is to say) :—

For protection of King's Norton and Northfield Urban District Council.

- (1) The Company shall not interfere with or disturb the sewer pipes and compressed air main constructed and laid in and under the lands herein-before described in the parish and urban district of King's Norton and Northfield lying on the west side of and adjoining the Company's railway from Birmingham to King's Norton and thirty chains or thereabouts south of the

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Stirchley Street Station therein (herein-after referred to as "the present pipe and main") until they have completed the substituted pipe and main herein-after more particularly described and herein-after referred to as "the substituted pipe and main" and the same shall not be commenced until the Company have given to the council notice in writing of their intention to commence the same by leaving such notice at the office of the council accompanied by a plan and section showing the substituted pipe and main and until the engineer of the council (herein-after referred to as "the council engineer") has signified approval of the same in writing but if the council engineer shall fail to signify approval or disapproval and in case of disapproval to give particulars of his objections and requirements within fourteen days after the delivery of such notice he shall be deemed to have approved of such plan and section and any difference under this subsection shall be settled by arbitration as herein-after mentioned :

(2) The Company shall if the present pipe and main is or is likely to be interfered with by the works proposed to be executed in or on the said lands divert the same if the council so require so far as they are in and under the said lands proposed to be taken by laying down a substituted pipe and main that is to say a line of sewer pipes and compressed air main of similar size capacity and description to the present pipe and main to be laid in and under land immediately to the west of the said lands and shall connect the same with the drains or sewers of the council on each side and in such manner and at such depth and inclination in all respects as may be required by the council and to the satisfaction in all respects of the council Provided always that the Company will if required by the council lay down in lieu of the substituted pipe and main some other diverted or substituted pipe and main as may be reasonably required by the council and which may be more convenient than the substituted pipe and main but so that such diverted or substituted pipe and main shall not involve the Company in a greater cost than the substituted pipe and main herein-before provided for :

(3) The Company shall construct inspection chambers or manholes with proper covers above the present pipe and main if not interfered with or along the substituted pipe and main so that the council may inspect the same and have access thereto at all times for the purpose of repairing reinstating and cleansing the same :

- (4) All works prescribed or provided for by this section shall be executed by and in all things at the expense of the Company and to the reasonable satisfaction of the council engineer and all works in connexion therewith shall be executed by the Company under the superintendence of the council engineer and in accordance with plans and sections approved by him and shall be kept in repair by the Company for twelve months after such works have been completed to the reasonable satisfaction of the council engineer : A.D. 1899.
- (5) The provisions in this section contained shall be in addition to and not in derogation of any rights remedies or compensation to which the council is or may be entitled under the provisions of this Act or any Act incorporated herewith :
- (6) If any difference shall at any time arise between the Company and the council touching the construction of this section or anything to be done thereunder or otherwise in relation thereto such difference shall be settled by an arbitrator to be agreed upon between them or failing agreement by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers.

32. Notwithstanding anything in this Act contained the following provisions for the protection of the urban district council of Wellingborough (in this section called "the council") shall have effect (that is to say) :— For protection of Wellingborough Urban District Council.

- (A) The Company shall not construct any works under the powers of this Act which shall in any way interfere with the outlet of the storm-water drain at the south-east corner of the land numbered 1 in the urban district of Wellingborough on the deposited plans until they shall have constructed to the reasonable satisfaction of the council a sufficient substituted drain and shall at all times hereafter keep the outlet from such drain or as the case may be from such substituted drain open so as to permit of the free flow of water therefrom into the existing open ditch or some substitute therefor :
- (B) If at any time hereafter the Company shall raise or otherwise alter the levels of the said piece of land numbered 1 on the deposited plans they shall construct and for ever after maintain at their own expense and to the satisfaction of the council or their engineer a manhole four feet by two feet two inches connecting with the drain or sewer of the council at such points as the council shall reasonably require such manholes to be built with half-pipe channels step irons and proper iron moveable covers and dirt boxes fixed and maintained at ground

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level and shall at the like expense and to the like satisfaction raise the present manholes to the ground level for the time being at such points and re-fix proper covers at such levels :

- (c) The council their officers servants and workmen shall at all times hereafter have free and uninterrupted access to the said land numbered 1 on the deposited plans for the purpose of inspecting and repairing and cleansing the drains and sewers situate on or under such land and may on such land execute and do all such works as may be reasonably necessary for effectually repairing amending renewing or cleansing any such drains or sewers or works :
- (d) If the Company shall purchase so much of the land numbered 1 on the deposited plans as lies in a direct line between the end of Senwick Road and Swan's Pool Brook they shall dedicate to the public so much thereof as shall be required for continuing Senwick Road in a southerly direction in the present line of that road.

Power to
Company
and Lanca-
shire and
Yorkshire
Company to
make road
and acquire
lands at
Colne.

33. Subject to the provisions of this Act the Company and the Lancashire and Yorkshire Company may in the line and according to the levels shown on the deposited plans and sections relating thereto make in the parish and borough of Colne in the county of Lancaster a new road commencing by a junction with Rigby Street at a point sixty-five yards or thereabouts north-eastward of the junction therewith of Princess Street and terminating by a junction with Barrowford Road at a point 200 yards or thereabouts north-west of the bridge carrying the Midland Railway from Colne to Skipton over that road and may stop up and extinguish all rights of way over so much of Barrowford Road as lies between Rigby Street and the termination of the said new road and may enter upon take and use for the purposes aforesaid and for the purposes of enlarging their joint station at Colne all or any of the lands in the said parish and borough delineated on the said deposited plans and described in the deposited books of reference relating thereto :

Provided that before utilising the site of Barrowford Road for the purpose of station enlargement the said companies shall strengthen or reconstruct at their own expense and to the reasonable satisfaction of the engineer of the Corporation of Colne the existing pipe sewer under that road with any necessary manholes or subsidiary works and in accordance with plans to be previously submitted to and reasonably approved by the corporation.

For pro-
tection of
owners of
Netherheys
Estate.

34. Thomas Martin Smith and Harold Smith as trustees of the will and codicil of the late Smith Smith owners or reputed owners of the estate in the borough of Colne consisting of about twenty-

three acres of land with residential house gardens and pleasure grounds farmhouse and farm buildings and known as the Netherheys estate their heirs or assigns (herein-after called "the owners") shall irrespective of any purchase money or compensation that may be payable to them for the land (if any) belonging to the owners which shall be entered upon taken or used by the Company and the Lancashire and Yorkshire Company or either of them under the powers of this Act be entitled to full compensation for injury to or depreciation in value of the said Netherheys estate caused by or resulting from the stopping up of Barrowford Road or any part thereof as by the last preceding section authorised or the exercise by the Company and the Lancashire and Yorkshire Company or either of them of any of the powers conferred by this Act and the amount of such compensation shall in case the owners and the Company and the Lancashire and Yorkshire Company fail to agree be settled in manner provided by the Lands Clauses Acts for settlement of disputed claims for compensation in respect of any lands or any interest therein which shall have been taken for or injuriously affected by the execution of any works and the amount of such compensation when ascertained and all costs of and incidental to the ascertaining of the amount of such compensation properly payable under the Lands Clauses Acts shall be paid by the Company and the Lancashire and Yorkshire Company to the owners.

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35. Subject to the provisions of this Act the Midland and North Eastern Committee may in the line shown on the deposited plans relating thereto make a new footpath in the parish of Bolton-upon-Dearne in the West Riding of the county of York commencing by a junction with the existing footpath which crosses the said committee's Swinton and Knottingley Joint Line on the level 150 yards or thereabouts south of Thurnscoe Dike at the western end of the said level crossing and terminating by a junction with the said footpath at a point 220 yards or thereabouts south-east of the said level crossing and may stop up and discontinue and extinguish all rights of way over so much of the existing footpath and bridle-road as lies between the boundaries of the said committee's property and may enter upon take and use for the purposes aforesaid all or any of the lands in the said parish delineated on the said deposited plans and described in the deposited books of reference relating thereto.

Power to
Midland
and North
Eastern
Committee
to make new
footpath.

36. Subject to the provisions of this Act the Norfolk and Suffolk Committee may make and maintain in the lines and according to the levels shown upon the deposited plans and sections thereof the deviation herein-after described of the Cromer and

Power to
Norfolk and
Suffolk
Committee
to deviate
authorised
railway.

A.D. 1899.

Mundesley Railway No. 2 authorised by the Midland Railway Act 1896 and by the Great Eastern Railway Company and Midland and Great Northern Railways Joint Committee Act 1898 vested in the Norfolk and Suffolk Committee with all proper approaches stations sidings 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 as may be required for those purposes (that is to say):—

A railway two miles and three furlongs in length wholly situate in the county of Norfolk commencing in the parish of Northrepps at the commencement of the said authorised Cromer and Mundesley Railway No. 2 and terminating in the parish of Trimingham by a junction with the said authorised railway at the north-east corner of the field of allotments numbered 33 in the said parish on the plans deposited with respect to the said authorised railway with the clerk of the peace for the county of Norfolk.

Rates and charges on deviated railway.

37. The deviation by this Act authorised of the said Cromer and Mundesley Railway No. 2 shall for the purposes of tolls rates and charges and for all other purposes be deemed to be part of the said railway.

Abandonment of portion of railway.

38. The Norfolk and Suffolk Committee shall abandon the construction of so much of the said authorised Cromer and Mundesley Railway No. 2 as will be rendered unnecessary by the construction of the deviation thereof by this Act authorised.

Compensation for damage to land by entry &c. for purposes of portion of railway abandoned.

39. The abandonment by the Norfolk and Suffolk Committee under the authority of this Act of the said portion of railway shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the said committee on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the said committee to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Midland Railway Act 1896.

Compensation to be made in respect of portion of railway abandoned.

40. Where before the passing of this Act any contract has been entered into or notice given by the Norfolk and Suffolk Committee for the purchasing of any land for the purposes of or in relation to any portion of the railway or works authorised to be abandoned by this Act the said committee shall be released from all liability

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

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41. Subject to the provisions of this Act and in addition to any other lands which the Norfolk and Suffolk Committee are by this Act authorised to acquire that committee may enter upon take use and appropriate for purposes connected with their undertaking all or any of the lands following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say) :—

Power to Norfolk and Suffolk Committee to acquire additional lands.

In the county of Norfolk—

Lands in the parish of Mundesley on the east side of and adjoining the railway station and property of the said committee at Mundesley. (Mundesley.)

42. Subject to the provisions of this Act the Midland and Great Northern Committee may enter upon take use and appropriate for the purposes of or connected with their undertaking the lands following or some of them delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say) :—

Power to Midland and Great Northern Committee to acquire land.

In the county of Lincoln (parts of Holland)—

Lands in the parish and urban district of Spalding lying on the south side of and adjoining the railway of the said committee from Spalding to Sutton Bridge and east of and adjoining Randell Gate Road; (Randell Gate.)

Lands in the parish and urban district of Holbeach situate on both sides of and adjoining the said railway at and near the level crossing at Granmore Lane; (Granmore Lane.)

Lands in the parish of Gedney lying on the southern side of and adjoining the said railway and west of and adjoining Pinstock Lane; (Pinstock Lane.)

Lands in the parish of Gedney lying on the south side of and adjoining the said railway and west of and near to Gedney Station; (Gedney.)

Lands in the parish of Lutton lying on the north-east side of and adjoining the said railway and between Charters Lane and Garnsgate Road; (Charters Lane and Garnsgate Road.)

- A.D. 1899.
- (Long Sutton.)—
Lands in the parish and urban district of Long Sutton lying on the south-west side of and adjoining the said railway and south of and adjoining Cowper's Gate near Long Sutton Station ;
- (Seagate Road.)
Lands in the parish and urban district of Long Sutton lying on the north side of and adjoining the said railway and east of and adjoining Seagate Road ;
- (Hundred Lane.)
Lands in the parish and urban district of Long Sutton lying on the north side of the said railway and on the west side of Hundred Lane ;
- (Hospital Drove.)
Lands in the parish of Little Sutton in the rural district of East Elloe lying on the north side of the said railway and east of and adjoining Hundred Lane and west of and adjoining Hospital Drove ;
- (Hospital Drove.)
Lands in the parish and urban district of Sutton Bridge lying on both sides of and adjoining the said railway and east of and adjoining Hospital Drove :
- In the county of Cambridge—
- (Wryde.)
Lands in the parish of Thorney in the Isle of Ely lying on both sides of and adjoining the railway of the said committee from Peterborough to Sutton Bridge and on both sides of and adjoining the New Cut at Wryde Station thereon :
- In the county of Norfolk—
- (Holt.)
Lands in the parish of Holt in the rural district of Erpingham lying on the north side of and adjoining the railway of the said committee from Melton Constable to Cromer and east of and adjoining Workhouse Lane ;
- (Caister.)
Lands in the parish of Caister next Yarmouth lying on the west side of and adjoining the railway of the said committee from Yarmouth to Melton Constable and at and near to the Caister Station thereon.

Period for
completion
of railways.

43. If the railways and the deviation of the Cromer and Mundesley Railway No. 2 by this Act authorised 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 or the Norfolk and Suffolk Committee (as the case may be) for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Imposing
penalty
unless rail-
ways opened.

44. If the Company or the Norfolk and Suffolk Committee (as the case may be) fail within the period limited by this Act to complete the railways and the deviation of the Cromer and Mundesley Railway 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

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so limited until the railways or deviation 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:

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 Trade that the Company or the Norfolk and Suffolk Committee (as the case may be) 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.

45. 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 or the Norfolk and Suffolk Committee (as the case may be) 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:

Application
of penalty
in respect of
new rail-
ways.

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 or the Norfolk and Suffolk Committee (as the case may be) is insolvent or

A.D. 1899. — 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 or the Norfolk and Suffolk Committee (as the case may be) for the benefit of the creditors thereof and subject to such application shall be repaid to the Company or the Norfolk and Suffolk Committee (as the case may be).

Provisions as to repair of roads &c.

46. Subject to the provisions of this Act the new road and the new and diverted footpaths to be made under the authority of the sections of this Act of which the marginal notes are "Power to make bridge alteration and footpath" "Power to acquire lands for general purposes" "Power to Company and Lancashire and Yorkshire Company to make road and acquire lands at Colne" and "Power to Midland and North Eastern Committee to make new footpath" shall when made and completed be repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as other roads and footpaths of the same nature within the parish in which any such road or footpath will be situate are from time to time liable to be repaired or maintained:

If any question shall arise between the company companies or committee exercising the powers of the said sections respectively and any of such parties as to the due completion of any such road or footpath such question shall from time to time be determined by two justices on the application of either of the parties in difference and after not less than seven days' notice to both parties of the sitting of such justices for the purpose and the certificate of such justices of the due completion of such road or footpath shall be conclusive evidence of the fact so certified.

As to vesting of site and soil of portions of roads &c. stopped up.

47. The site and soil of any road street court passage place or footpath or portion thereof by this Act authorised to be stopped up and the fee simple and inheritance thereof (except where by this Act otherwise provided) if the company companies or committee authorised to stop up the same are or if and when under the powers of this Act or of any other Act relating to such company companies or committee already passed they become the owners of the lands on both sides thereof shall from the time of the stopping up thereof respectively but subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway be wholly and absolutely vested in such company companies or committee for the purposes of their undertaking.

Extinguishment of rights of way &c.

48. Subject to the provisions of this Act all rights of way over and along the portions of highways which may under the provisions of this Act be stopped up and discontinued and over and along any

of the lands which may under those provisions be acquired by compulsion shall be and the same are as from the stopping up or discontinuance of the said portions of highways or the purchase or acquisition of the said lands hereby extinguished. A.D. 1899.

49. The Company or the Company and the Lancashire and Yorkshire Company or the Midland and North Eastern Committee (as the case may be) shall not stop up any existing road or footpath until they shall have completed to the satisfaction of two justices and opened to the public the road or footpath (if any) to be substituted therefor. Roads &c. not to be stopped up until substituted work completed.

50. The powers granted by this Act for the compulsory purchase of lands shall cease after the expiration of three years from the passing of this Act. Period for compulsory purchase of lands.

51. 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 companies or committee (as the case may be) who are by this Act authorised to acquire any lands 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. Power to owners to grant easements &c.

52. And whereas in the construction of the widenings 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:— 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 part of 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

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—

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 (hereinafter 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 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 : A.D. 1899.

- (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.

The provisions of this section shall extend and apply to the Company and the Lancashire and Yorkshire Company the Norfolk and Suffolk Committee and the Midland and Great Northern Committee respectively in respect of the properties described or referred to in the second third and fourth parts of the said schedule respectively as if those companies and committees and the second third and fourth parts of the said schedule respectively had been referred to therein instead of the Company and the first part of the said schedule.

53.—(1) None of the companies or committees who are by this Act authorised to acquire any lands as the case may be shall under the powers of this Act or under the powers of any former Act extended by 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 next before the passing of this Act or of the former Act by which such purchase or acquisition was originally authorised were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the company companies or committees exercising the said powers—

Restrictions on displacing persons of labouring class.

- (A) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such

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number of persons as were residing in such houses on the respective 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 the 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 companies or committee exercising the powers of this Act 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 be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the said company companies or committee (as the case may be) 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 said company companies or committee (as the case may be) for the purposes of any scheme under this section in the same manner in all respects as if the said company companies or committee (as the case may be) 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 said company companies or committee (as the case may be) may on any lands belonging to them or purchased or acquired under this Act 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 said company companies or committee (as the case may be) 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 subsection 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 said company companies or committee (as the case may be) 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 provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have

A.D. 1899. all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

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

(11) Any houses on any of the lands shown on the plans deposited with respect to this Act or to any former Act the powers of which are revived or extended by this Act occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the said company companies or committee (as the case may be) 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 said company companies or committee (as the case may be) by whom the same were acquired 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.

Extension of
time for
purchase of
certain lands.

54. The time now limited by the Midland Railway Act 1896 for the compulsory purchase of lands for the purposes of the Cromer and Mundesley Railways by that Act authorised is hereby extended till the seventh day of August one thousand nine hundred and one.

55. The period limited by the Midland Railway Act 1896 for the completion of the Cromer and Mundesley Railways by that Act authorised (except the portion thereof by this Act authorised to be abandoned) is hereby extended for a period of three years from the seventh day of August one thousand nine hundred and one and sections 31 and 32 of that Act shall be read and construed as if the period by this Act limited for the completion thereof had been the period limited by that Act:

A.D. 1899.
Extension of
time for con-
struction of
Cromer and
Mundesley
Railways.

If the Cromer and Mundesley Railways be not completed within the said period of three years then on the expiration of that period the powers by the said Act granted for making and completing the same or otherwise relating thereto shall cease except as to so much thereof as shall then be completed.

56. Notwithstanding anything contained in the Midland Railway Act 1896 or shown upon the deposited plans referred to in that Act the Midland and Great Northern Committee shall not construct any part of the Cromer and Mundesley Railways (Railway No. 1) by that Act authorised within a distance of one hundred and twenty feet of the nearest point of the footings of the water tower of the Cromer Waterworks Company Limited in the parish of Northrepps except with the consent in writing of that company.

For pro-
tection of
Cromer
Waterworks
Company
Limited.

57. The Company may notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated retain and hold any lands belonging to them which have not yet been applied to the purposes of the Company or sold or disposed of by them for the periods following (that is to say) As regards such of the said lands as are situate near to or adjoining any railway or station of the Company or as the Company may be of opinion that they may require for the purposes of stations sidings or other conveniences for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act:

Extending
time for sale
of certain
superfluous
lands.

But the Company shall at the expiration of such respective periods of ten years and two years sell and dispose of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes of their undertaking as superfluous lands.

58. The Company on the one hand and the Lancashire and Yorkshire Company and the Great Northern Company (or either of them) according to their respective rights powers and interests on the other hand may enter into and carry into effect agreements with respect to the use of the joint station at Halifax belonging

Agreements
as to use of
joint station
at Halifax.

A.D. 1899. to the two last-mentioned companies and the sidings works and conveniences connected therewith.

Confirming agreement with Junction Company.

59. The agreement dated the tenth day of April one thousand eight hundred and ninety-nine made between the Company of the one part and the Junction Company of the other part as set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

Act not to extend powers of Company as to railways of London and South Western Railway Company.

60. Nothing in this Act contained or in any agreement thereunder shall extend to the Company the powers of working over and using portions of the railways and stations of the London and South Western Railway Company under the provisions contained in the Swindon Marlborough and Andover Railway Act 1873 and the Swindon Marlborough and Andover Railway Act 1882 or in any subsisting agreement with respect to those portions of railways and stations. And notwithstanding the provisions of this and the recited Acts such powers of working over and using shall be exerciseable by the Junction Company solely unless with the consent of the London and South Western Railway Company as provided by an agreement entered into after the passing of the said Act of 1882 between that company and the then Swindon Marlborough and Andover Railway Company dated the fifteenth day of August one thousand eight hundred and eighty-two.

Vesting of undertaking of Barnoldswick Company in Company.

61. As on and from the first day of July one thousand eight hundred and ninety-nine (which date is in this Act referred to as "the date of vesting") the undertaking of the Barnoldswick Company shall by virtue and subject to the provisions of this Act be transferred to and vested in the Company.

The consideration for such transfer and vesting shall be—

- (A) The adoption by the Company of the debenture debt of the Barnoldswick Company ;
- (B) The payment to the liquidator to be appointed in the winding up of the Barnoldswick Company as herein-after provided of the sum of fifty-two thousand five hundred pounds with interest thereon at the rate of four pounds per centum per annum from the thirtieth day of June one thousand eight hundred and ninety-nine until actual payment ;
- (C) The payment by the Company of the costs of and in relation to the agreement for the said transfer and vesting and the necessary expenses of winding up the Barnoldswick Company and of any other proceedings which that company may take at the request or with the authority of the Company.

As from the date of vesting the Barnoldswick Company shall be dissolved except for the purpose of winding up their affairs as provided

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by this Act and of otherwise carrying into effect the provisions of this Act and all the unexercised powers of the Barnoldswick Company of raising capital by the creation and issue of shares and of raising money by mortgages and debenture stock are hereby extinguished.

The vesting shall be deemed to be an amalgamation of the undertaking of the Barnoldswick Company with the undertaking of the Company within the meaning of Part V. (relating to amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. (except section 49 thereof) shall extend and apply thereto accordingly subject as between the Company on the one hand and the Barnoldswick Company on the other hand to the provisions herein contained.

62. As on and from the date of vesting the Company shall hold the undertaking of the Barnoldswick Company subject to the debts liabilities obligations and engagements of the Barnoldswick Company but freed and discharged from all claims or demands whatsoever on the part of the holders of any of the shares in the Barnoldswick Company except as provided in this Act and thereupon the Barnoldswick Company shall subject to the provisions of this Act be wound up in the same manner and with the same incidents as if that company were a company registered under the Companies Acts 1862 to 1897 and had on the day of the passing of this Act duly passed a special resolution requiring such company to be wound up voluntarily and for the purposes of such winding up the said company shall from and after the passing of this Act be deemed to be registered in England under the said Acts and for the purposes of calling and holding meetings and passing resolutions and other matters incident to such winding up resolutions of meetings of the Barnoldswick Company convened and held in pursuance of and in accordance with the provisions contained in the Acts of Parliament of the Barnoldswick Company and the Acts incorporated therewith may and shall take effect as resolutions of a company duly registered. And the Company shall within fourteen days after the appointment of the liquidator in such winding up of the Barnoldswick Company pay to such liquidator the said sum of fifty-two thousand pounds and in the meantime shall hold the said sum in trust for such liquidator. The said sum shall be applied by the liquidator of the Barnoldswick Company as part of the assets of that company.

Barnolds-
wick Com-
pany to be
wound up.

63. Notwithstanding the vesting and notwithstanding anything contained in section 55 of the Railways Clauses Act 1863 the shareholders of the Barnoldswick Company shall not be shareholders of the Company or have any right or claim whatsoever upon

Shareholders
of Barnolds-
wick Com-
pany not to be
shareholders
of Company.

A.D. 1899. or against the Company or the undertaking of the Barnoldswick Company.

Conveyances
&c. to be
handed over.

64. The Barnoldswick Company shall upon payment to the liquidator of the said sum of fifty-two thousand pounds hand over to the Company all conveyances deeds agreements land and property plans parliamentary plans and sections books of reference plans and documents of title relating to land purchased by or held in trust for or otherwise in any way affecting the undertaking of the Barnoldswick Company together with their common seal and all books of account minute books registers transfer books and all other books or documents relating to the internal affairs of the Barnoldswick Company and in the meantime and until such payment the Company shall have access free of charge at all reasonable times to all such books plans registers and other documents and the Company shall free of cost to the Barnoldswick Company at all reasonable times allow that company and the liquidator thereof access to all such of the said conveyances deeds agreements plans books and documents as shall be required by the Barnoldswick Company for settling the claims of all persons having or making any claim against them or otherwise required for the winding up of the same company.

As to officers
of Barnoldswick
Company.

65. Notwithstanding the vesting of the Barnoldswick Company the secretary and other officers (if any) of that company shall not be or become officers of the Company but the Barnoldswick Company shall discharge all obligations which may be due to such secretary and officers respectively or any of them :

Provided that the Company shall pay to the said secretary the sum of one hundred pounds as compensation for loss of office.

As to rates
on Barnoldswick
undertaking.

66. After the date of vesting the Company shall calculate the maximum rates chargeable in respect of the railways of the Barnoldswick Company as if those railways had formed part of the undertaking of the Company at the date of the passing of the Midland Railway Company (Rates and Charges) Order Confirmation Act 1891.

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

67. 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 new deferred converted ordinary stock or of Midland Railway two and a half per centum perpetual preference stock 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 If and so far as any such moneys are raised by the creation and issue of new

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preferred and new deferred converted ordinary stock the Company shall raise the same by the creation and issue of the said stocks in equal proportions And any preference stock created under the powers of this section shall be deemed to be part of and shall rank *pari passu* with and shall confer the like privileges and shall bear the same dividend and be subject to the like restrictions as the existing Midland Railway two and a half per centum perpetual preference stock.

68. Except as by or under the powers of this Act otherwise provided all new preferred and new deferred converted ordinary 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.

Qualifications of new stock.

69. 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.

70. 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

Provisions with respect to appointment of a receiver.

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of any proceedings which may have been commenced prior to the passing of this Act under any such provision :

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 application for a receiver is made shall not be less than ten thousand pounds in the whole.

Existing mortgages to have priority.

71. 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.

72. 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.

73. 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.

Power to other companies and committees to apply funds.

74. The Lancashire and Yorkshire Company the Midland and North Eastern Committee the North Eastern Railway Company the Norfolk and Suffolk Committee the Great Eastern Railway Company the Midland and Great Northern Committee and the Great Northern Company respectively may apply to the purposes of this Act in which they are respectively interested and 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.

75. 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. A.D. 1899.

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

77. Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to Her Majesty in right of Her Duchy of Lancaster without the consent in writing of the Chancellor for the time being of the said Duchy first had and obtained (which consent the said Chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by Her Majesty in right of Her said Duchy. Saving rights of Duchy of Lancaster.

78. Nothing in this Act contained shall exempt any of the companies or committees upon whom powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies passed before or after the commencement of this Act 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 said companies or committees respectively. Provision as to general Railway Acts.

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

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SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

PART I.

Describing PROPERTIES of which PARTS only are required to be taken by the COMPANY.

No. on deposited Plans.	Parish or other Area.	Description of Property.
LOW MOOR JUNCTIONS.		
99	Urban District of North Bierley	Colliery tramroad telephone posts and wires
131	Urban District of North Bierley	Road sewer gas and water pipes
132	Urban District of North Bierley	Land sewer gas and water pipes
HUDDERSFIELD RAILWAY.		
7	Urban District of Kirkheaton -	Field and colliery tramway (in tunnel)
HOLMES CURVE.		
26	Borough of Rotherham - -	Gardens
100	Borough of Rotherham -	Railway sidings and land telephone posts and wires
116	Borough of Rotherham - -	Garden
117	Borough of Rotherham -	Garden
118	Borough of Rotherham - -	Garden
119	Borough of Rotherham -	Garden
ALFRETON SECOND TUNNEL.		
2	Urban District of Alfreton -	Colliery tramway sidings and land telegraph posts and wires
13	Urban District of Alfreton -	Colliery tramway telephone posts and wires
24	Urban District of Alfreton -	Plantation
5a	Parish of South Normanton -	Colliery tramway telephone posts and wires
20	Parish of South Normanton	Plantation

No. on deposited Plans.	Parish or other Area.	Description of Property.
TRENT AND TONN LINES.		
4	Urban District of Long Eaton	Garden
38	Urban District of Long Eaton	Garden and shed
39	Urban District of Long Eaton	Garden
40	Urban District of Long Eaton	Garden
41	Urban District of Long Eaton	Garden
42	Urban District of Long Eaton	Garden
KILNHURST AND SWINTON WIDENING.		
89	Urban District of Rawmarsh -	Land and colliery railway
91	Urban District of Rawmarsh -	Land spoil-bank and pond
92	Urban District of Rawmarsh -	Colliery railway telephone posts and wires
2a	Urban District of Swinton -	Colliery railway
3a	Urban District of Swinton -	Colliery railway
PARKGATE AND ROUNDWOOD WIDENING.		
3	Urban District of Greasbrough	Colliery railway
10	Urban District of Greasbrough	Colliery railway
12	Urban District of Greasbrough	Land weighing-machine house and occupation road
12a	Urban District of Greasbrough	Occupation road
46	Urban District of Rawmarsh -	Land and gasworks
47	Urban District of Rawmarsh -	Reservoir
49	Urban District of Rawmarsh -	Land spoil-bank and occupation road
50	Urban District of Rawmarsh -	Railway sidings and land
52	Urban District of Rawmarsh -	Land and railway sidings
53	Urban District of Rawmarsh -	Land and railway sidings
61	Urban District of Rawmarsh -	Yard and stables

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No. on deposited Plans.	Parish or other Area.	Description of Property.
<i>Parkgate and Roundwood Widening—continued.</i>		
69	Urban District of Rawmarsh -	Yard and offices
71	Urban District of Rawmarsh -	Land railway sidings and brick kilns
73	Urban District of Rawmarsh -	Land and railway sidings
80	Urban District of Rawmarsh -	Land and railway sidings
ALFRETON AND CLAY CROSS WIDENING.		
24	Urban District of Alfreton -	Plantation
30	Urban District of Alfreton -	Pond
31	Urban District of Alfreton -	Plantation and watercourse
22	Parish of South Normanton -	Plantation and watercourse
23	Parish of South Normanton -	Field
26	Parish of South Normanton -	Field
27	Parish of South Normanton -	Pond
28	Parish of South Normanton -	Plantation and watercourse
22	Parish of Tibshelf -	Field sheds and watercourse
13	Parish of Morton -	Land and spoil-bank
14a	Parish of Morton -	Colliery sidings and land
18	Parish of Pilsley -	Colliery sidings spoil-bank and watercourse telephone posts and wires.
38	Parish of Pilsley -	Colliery sidings land spoil-bank and watercourse telephone posts and wires
12	Parish of North Wingfield -	Colliery sidings land and watercourse
16	Parish of North Wingfield -	Land spoil-bank and watercourse
2	Parish of Tupton -	Land spoil-bank and watercourse

ALTERATION OF BRIDGE AND OF ROAD LEVEL AT WOODHOUSE MILL.

28	Parish of Aston-cum-Aughton	Ironworks sidings and land
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A.D. 1899.

No. on deposited Plans.	Parish or other Area.	Description of Property.
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LANDS AT WATH.

6	Parish of Adwick-upon-Dearne	Quarry
12	Parish of Adwick-upon-Dearne	Land and sheds
13	Parish of Adwick-upon-Dearne	Field and watercourse
2	Urban District of Wath-upon-Dearne	Land and works

PART II.

Describing PROPERTIES of which PARTS only are required to be taken by the COMPANY and the LANCASHIRE AND YORKSHIRE COMPANY.

No. on deposited Plans.	Parish or other Area.	Description of Property.
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NEW ROAD AND ADDITIONAL LANDS AT COLNE.

107	Borough of Colne - -	Garden
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PART III.

Describing PROPERTIES of which PARTS only are required to be taken by the NORFOLK AND SUFFOLK COMMITTEE.

No. on deposited Plans.	Parish or other Area.	Description of Property.
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ADDITIONAL LANDS AT MUNDESLEY.

22	Parish of Mundesley - -	Garden
23	Parish of Mundesley - -	Hen-run
24	Parish of Mundesley - -	Field

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PART IV.

Describing PROPERTIES of which PARTS only are required to be taken
by the MIDLAND AND GREAT NORTHERN COMMITTEE.

No. on deposited Plans.	Parish or other Area.	Description of Property.
ADDITIONAL LANDS AT SEAGATE ROAD.		
2	Urban District of Long Sutton	Garden and Orchard.

 SECOND SCHEDULE.

AN AGREEMENT made the tenth day of April 1899 between THE MIDLAND RAILWAY COMPANY (herein-after called "the Midland Company") of the one part and THE MIDLAND AND SOUTH WESTERN JUNCTION RAILWAY COMPANY (herein-after called "The Junction Company") of the other part.

WHEREAS the systems of railways of the companies parties hereto are connected at Cheltenham (which place is reached by the Junction Company by means of running powers over the Great Western Railway between Andoversford and Cheltenham) and the railway of the Junction Company forms the nearest route between a considerable portion of the Midland Company's system north of Cheltenham on the one hand and Southampton and places near thereto on the London and South Western Railway on the other hand:

And whereas the companies parties hereto (herein-after called "the two companies") desiring to increase and develop the through traffic which can be conveniently carried over their respective railways have entered into the arrangements herein-after expressed:

And whereas the Junction Company require to expend capital upon their railway for the purpose of increasing their accommodation for through traffic but having passed through a period of financial difficulty are unable at present to raise new capital upon favourable terms and the Midland Company have agreed to render them financial aid to the extent and upon the terms herein-after expressed:

Now it is hereby agreed by and between the two companies as follows:—

1. The two companies shall give to each other every reasonable facility for the convenient working interchange and development of through traffic as

herein-after defined including among other things through booking through tickets and invoices through carriages and waggons the mutual exchange of rolling stock under the Clearing House regulations for the time being as to mileage and demurrage and conveniently timed and arranged trains.

2. Through traffic for the purposes of this Agreement means traffic of all descriptions passing or intended to pass between the respective railways of the two companies whether the original place of departure or the ultimate place of delivery or both of such traffic shall be on or beyond the railways of either of the two companies.

3. The rates and fares for through traffic shall (subject to the provisions of the Railway and Canal Traffic Act 1888 and where the company or companies not parties hereto may be concerned) be agreed on or failing agreement between the two companies shall be settled by arbitration as herein-after provided and such rates and fares or the portions thereof which shall or may accrue to the two companies shall as regards coaching traffic be divided between them in accordance with the usual Clearing House practice and as regards goods live stock mineral and parcel traffic be divided between them in mileage proportions according to the regulations of the Railway Clearing House for the time being after taking into account any special arrangements and after deducting in favour of the company or companies owning the terminal stations the usual Clearing House terminals except in the case of coal coke lime and limestone as to which the allowance for terminals shall be agreed between the two companies or failing agreement determined by arbitration as herein-after provided.

4. With respect to through traffic between places on the Midland Railway which are both south and west of Derby and the following places on the London and South Western Railway viz. Andover Southampton Portsmouth and places intermediate between Andover Southampton and Portsmouth Lymington and places intermediate between Southampton and Lymington including traffic reaching or leaving any of those places by water the Midland Company will so far as they lawfully can cause such traffic to be carried over the Junction Railway between Andover and Andoversford in preference to any alternative route.

5. The Junction Company will so far as they lawfully can forward and receive all through traffic by the Midland Company's route in preference to that of any other company.

6. The Midland Company shall have power to run over and use for all purposes of traffic the railway of the Great Western Company between Cheltenham and Andoversford so far as the Junction Company are able to grant such power and the railway of the Junction Company including stations sidings and junctions upon that railway and with all such powers and facilities as are usually afforded to a friendly company exercising running powers.

7. In the exercise of running powers under the last article the Midland Company shall be subject to the byelaws and regulations for the time being of the Great Western Company and of the Junction Company as the case may be and shall not carry local traffic of the Junction Company in their trains without the consent in writing of that company.

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8. Any running powers which the Junction Company may possess over lines the property of the London and South Western Railway Company or are the joint property of that company and the Junction Company shall not be exercised by the Midland Company without the consent in writing and under seal of the London and South Western Railway Company.

9.—(1.) Out of the proportion due to the Great Western Railway of the receipts from traffic carried by the Midland Company under the said running powers the Midland Company shall be entitled to the same percentage for working expenses as may be allowed from time to time by the Great Western Company to the Junction Company.

(2.) Out of the mileage proportion due to the Junction Company's railway of the receipts from traffic carried by the Midland Company under the said running powers the Midland Company shall be entitled to retain $33\frac{1}{3}$ per cent. for working expenses and the residue shall belong to the Junction Company.

10. The Midland Company shall at the request of the Junction Company advance to them from time to time such sums of money as they may require to expend on their railway during the four years next following the confirmation of this Agreement for the purpose of providing increased accommodation or facilities for the reception carriage accommodation working and delivery of through traffic coming within this Agreement not exceeding in any one year the sum of £50,000 and the sums so advanced shall be expended by the Junction Company for such purposes exclusively and shall until repaid stand as a debt due by the Junction Company to the Midland Company bearing interest at the rate of $3\frac{1}{4}$ per cent. per annum payable half yearly on the 30th June and 31st December in each year and such interest shall rank as a charge upon the net revenue of the Junction Company next after the payment of interest upon such of the debenture or other stock and charges of that Company as shall in the year in which such money is advanced receive interest.

11. The Junction Company may at any time repay to the Midland Company the advances so made or any part thereof out of any capital which they may create and issue under the authority of Parliament or otherwise and during the subsistence of the debt the Junction Company shall not raise capital for any other purpose than for such repayment except with the consent in writing of the Midland Company.

12. In the event of the revenue of the Company in any year not being sufficient after the payment of the working expenses and the interest on debenture stock and other charges of the Company ranking in priority to the moneys advanced under this Agreement to pay the interest on such advances the Midland Company shall not have the right to obtain either a receiver or manager or both of the undertaking of the Junction Company or any part thereof but the interest so in arrear shall be paid by the Junction Company in a subsequent year when and so soon as that Company has moneys properly available for the payment of such interest.

13. The Junction Company will not directly or indirectly promote or support any new railway competitive with any portion of the Midland

Railway the object of this Agreement being that a permanent alliance shall be established between the two companies. A.D. 1899.

14. This Agreement shall not be determinable by notice.

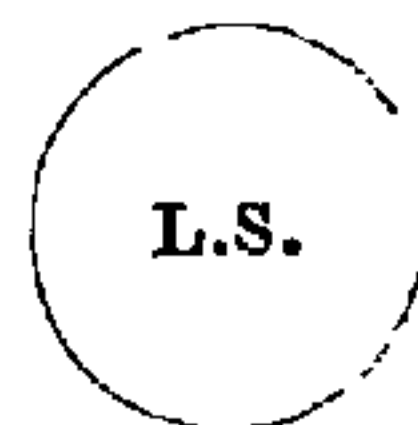
15. Any question of difference arising out of this Agreement shall be determined by arbitration in manner provided by the Arbitration Act 1889.

16. This Agreement is made subject to the sanction of Parliament and to such alteration as Parliament shall see fit to make therein but if the committee on the Bill make any material alteration in this Agreement it shall be competent to the parties hereto to withdraw from the same.

In witness whereof the Midland Railway Company and the Midland and South Western Junction Railway Company have caused their respective common seals to be hereunto affixed the day and year first above written.

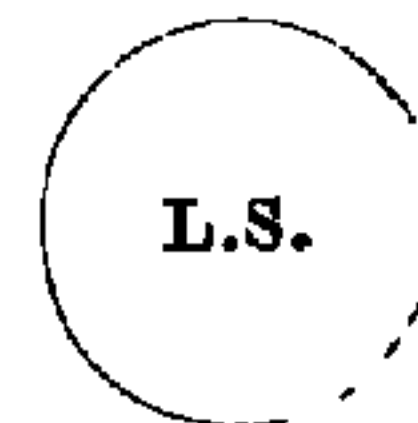
The common seal of the Midland Railway Company was hereunto affixed in the presence of

LEWIS R. STARKEY
Director of the Company
Norwood Park Southwell Notts.



The common seal of the Midland and South Western Junction Railway Company was hereunto affixed in the presence of

SAM. FAY
Secretary.



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