



CHAPTER clxxxiii.

An Act to confer additional powers upon the Midland Railway Company for the construction of works and the acquisition of lands to empower that Company and the London Tilbury and Southend Railway Company to guarantee the capital of the Tottenham and Forest Gate Railway Company to authorise agreements between the Midland Railway Company the Lancashire Derbyshire and East Coast Railway Company and the Sheffield District Railway Company and to vest in the Midland Railway Company the undertaking of the Kettering Thrapston and Huntingdon Railway Company to authorise the re-arrangement and consolidation of the existing capital of the Midland Railway Company and for other purposes. A.D. 1897.

[6th August 1897.]

WHEREAS it is expedient that the Midland Railway Company (in this Act called "the Company") should be empowered to construct the new railways and other works 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 should also be empowered to retain and hold for those purposes certain other lands which they have purchased by agreement :

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

A.D. 1897. — 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 it is expedient that the time limited by the Midland Railway Act 1892 for the construction of so much of the Chapeltown Branch Extensions by that Act authorised as was not authorised to be abandoned by the Midland Railway Act 1894 should be extended :

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 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 and the London Tilbury and Southend Railway Company (in this Act called "the Tilbury Company") should be empowered to guarantee a fixed rate of interest upon the share capital of the Tottenham and Forest Gate Railway Company (in this Act called "the Tottenham Company") authorised by the Tottenham and Forest Gate Railway Act 1894 as provided by this Act :

And whereas it is expedient to authorise agreements as provided by this Act between the Company on the one hand and the Lancashire Derbyshire and East Coast Railway Company and the Sheffield District Railway Company or either of them on the other hand :

And whereas it is expedient that the undertaking of the Kettering Thrapston and Huntingdon Railway Company should be vested in the Company as provided by this Act :

And whereas it is expedient that the powers conferred upon the Company by the Midland Railway (New Works &c.) Act 1877 and the Midland Railway Act 1892 with reference to the construction acquisition and holding of hotels in connexion with their undertaking should be extended and enlarged as provided by this Act :

And whereas it is expedient that provision should be made as contained in this Act for the re-arrangement and consolidation of the several classes and denominations of the shares and stocks in the capital of the Company and of their loans and debenture stocks :

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: A.D. 1897.

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 1897. 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) and Part III. (relating to working agreements) 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.

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

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

The expressions "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or places within the metropolis as defined by the Metropolis Management Act 1855 in which by the Standing Orders of either House of Parliament plans sections and other documents

A.D. 1897. — are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish or place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively :

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

Power to
Company
to make new
railways &c.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections thereof respectively the railways 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 works hereinbefore referred to and authorised by this Act to be made by the Company are—

Two railways to be called the New Mills and Heaton Mersey Railway :—

No. 1 nine miles five furlongs and three chains in length commencing in the parish of New Mills in the county of Derby by a junction with the Company's railway from Derby to Manchester and terminating in the parish of Heaton Norris in the county of Lancaster by a junction with the Company's Manchester South District Railway ;

No. 2 three furlongs one chain and fifty links in length commencing in the parish of Cheadle in the county of Chester by a junction with Railway No. 1 and terminating in the same parish by a junction with the railway of the Cheshire Lines Committee from Stockport to Liverpool :

A railway to be called the Stairfoot and Cudworth Railway two miles three furlongs and six chains in length situate wholly in the West Riding of the county of York commencing in the parish of Worsborough by a junction with the Company's Chapeltown Branch Extensions and terminating in the parish of Monk Bretton by a junction with the Company's railway from Derby to Leeds :

A railway to be called the Treeton and Brightside Railway three miles four furlongs and five chains in length situate wholly in the West Riding of the county of York commencing in the parish of Treeton by a junction with the Company's railway

from Derby to Leeds and terminating in the parish of Sheffield by a junction with the Company's railway from Sheffield to Rotherham: A.D. 1897.

A railway to be called the Grassmoor Junction one mile and one furlong in length situate wholly in the county of Derby commencing in the parish of Hasland by a junction with the Company's Pilsley Branch Extension and terminating in the parish of Temple Normanton by a junction with the Chesterfield to Heath Branch of the Manchester Sheffield and Lincolnshire Railway:

A widening of the Company's railway at Nottingham Station three furlongs eight chains and fifty links in length situate wholly in the parish of Nottingham (formerly Saint Mary Nottingham) in the county borough of Nottingham between points respectively six and a half chains or thereabouts west of the bridge carrying Carrington Street over the said railway and nine chains or thereabouts east of the bridge carrying the London Road over the said railway.

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

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

Number on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
NEW MILLS AND HEATON MERSEY RAILWAY.			
15	Disley - - -	Public - -	1 in 17
GRASSMOOR JUNCTION RAILWAY.			
7	Temple Normanton - -	Public - -	1 in 14
NOTTINGHAM WIDENING.			
4 and 6	Nottingham (formerly Saint Mary Nottingham).	Disturnpiked -	1 in 21
5	Nottingham (formerly Saint Mary Nottingham).	Disturnpiked -	1 in 28

A.D. 1897:

Power to
divert road
as shown on
deposited
plans.

7. The Company may divert the public highway numbered on the deposited plans 15 in the parish of Disley in the manner shown upon the deposited plans and sections relating to the New Mills and Heaton Mersey Railway and when and so soon as the new portion of the road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road and when and so soon as the said portion of 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 road stopped up as far as the same is bounded on both sides by lands of the Company.

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

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

For protec-
tion of
Cheshire
County
Council.

9. The following provisions for the protection of the county council of the county of Chester (in this section called "the county council") shall be observed and have effect:—

- (1) If in the execution of the works required for constructing or maintaining the bridges by this Act authorised which affect the roads numbered on the deposited plans 40 and 46 in the parish of Norbury it shall be necessary or expedient to interfere with the said roads such interference shall be so conducted as not to cause any interruption to persons and vehicles passing or repassing along the said roads:
- (2) The Company shall during the progress and until the completion of so much of the works by this Act authorised as affects the roads numbered on the deposited plans 40 and 46 in the parish of Norbury and 44 in the parish of Bramhall make and carry into effect such arrangements for lighting and watching the portions of the said roads interfered with and also the works themselves as may be necessary to prevent danger or accident to persons and vehicles using the said portions of roads:
- (3) (A) The New Mills and Heaton Mersey Railway No. 1 shall be carried over the Stockport and Buxton main road numbered on the deposited plans 40 in the parish of Norbury by means of a girder bridge of a clear width between the abutments of not less than fifty-four feet measured on the square and with

a clear headway throughout the whole width of not less than nineteen feet above the level of the road. If the surface of the said main road or the footpaths thereto or any or either of them shall be disturbed or in any way interfered with by the Company then the same shall be reformed by the Company with proper drains gullies and outlets for the drainage of the road to the reasonable satisfaction of the surveyor of the county council (herein-after called "the county surveyor"):

- (B) The parapets to the said bridge shall be not less than six feet in height above the level of the rails throughout the entire width of the road and for a distance of not less than six feet on the north east and west sides thereof and twenty-four feet on the south-easterly side thereof:
- (c) The abutments and retaining walls of the said bridge shall be parallel to the centre line of the roadway and no part of the wing walls or retaining walls of the railway embankment shall be constructed or placed within twenty-seven feet of the centre line of the road:
- (d) The said bridge shall be constructed and maintained so as to prevent so far as practicable the dropping of water therefrom on any part of the roadway or footway thereunder:
- (4) (A) The said Railway No. 1 shall be carried over the Stockport and Poynton main road numbered on the deposited plans 46 in the said parish of Norbury by means of a girder bridge of a clear width between the abutments of not less than fifty-seven feet measured on the square and with a clear headway throughout the whole width of not less than nineteen feet above the level of the road. If the surface of the said main road or the footpaths thereto or any or either of them shall be disturbed or in any way interfered with by the Company then the same shall be reformed by the Company with proper drains gullies and outlets for the drainage of the road to the satisfaction of the county surveyor:
- (B) The parapets to the said bridge shall be not less than six feet in height above the level of the rails throughout the entire width of the road and for a distance of not less than six feet on either side thereof:
- (c) The abutments of the said bridge shall be parallel to the centre line of the roadway and no part of the wing walls or retaining walls of the railway embankment shall be constructed or placed within twenty-eight feet six inches of the centre line of the road:
- (d) The said bridge shall be constructed and maintained so as to prevent so far as practicable the dropping of water therefrom on any part of the roadway or footway thereunder:

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- (5) (A) Before the Company proceed to construct the bridge for carrying the road numbered on the deposited plans 44 in the parish of Bramhall over the railway the Company shall to the reasonable satisfaction of the county surveyor and at the cost of the Company construct a good and sufficient temporary road for the use of traffic passing along and upon the said road until the bridge is completed and opened for traffic and the Company shall maintain such temporary road while in use :
- (B) The said bridge shall be constructed to the reasonable satisfaction in all respects of the county surveyor and of a clear width between the parapets of not less than thirty-six feet measured on the square :
- (C) The parapets of the said bridge shall be not less than six feet in height above the level of the roadway when altered and shall extend throughout the whole width of the bridge :
- (D) The gradients of the approaches to the said bridge shall not be steeper than one in forty on the north side of the said Railway No. 1 and shall not be steeper than one in thirty on the south side of such railway The approaches shall be of the clear width throughout between the fences of not less than thirty-six feet :
- (E) The roadway of the said bridge and approaches shall be not less than twenty-four feet in width between the kerbs of the footpaths which shall be constructed on each side thereof :
- (F) The approaches for a distance of twenty-four yards measured from the centre of the said bridge shall be screened on both sides thereof with a close boarded fence to the reasonable satisfaction of the county surveyor and such fence shall be not less than six feet in height above the level of the footpaths :
- (G) The Company shall provide fix and maintain at each end of the said bridge horizontal smoke boards over each line of rails so as to intercept and disperse the steam and smoke from the engines passing under the said bridge :
- (H) The Company shall at their own expense complete and for ever thereafter maintain the roadway and footpaths of the said bridge and approaches together with proper provision for the drainage thereof and the other works referred to in this sub-section to the reasonable satisfaction of the county surveyor :
- (6) The county council and the Company may agree in writing for any variation or alteration in the works in this section provided for or in the manner or time in which the same shall be executed :
- (7) If any difference arise between the county council and the Company touching anything to be done or not to be done

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.

[A.D. 1897.]

10. For the protection of the mayor aldermen and burgesses of the county borough of Stockport (in this section called "the corporation") the following provisions shall unless otherwise agreed between the corporation and the Company have effect (that is to say) :—

For protection of Corporation of Stockport.

(1) The Company shall not interfere with or disturb the sewer known as Sykes Sewer partly in the parish of Stockport and partly in the parish of Cheadle until they have completed the diverted or substituted culvert gauge basin and dividing chamber herein-after referred to and such diverted or substituted culvert gauge basin and dividing chamber shall not be commenced until the Company have given to the corporation notice in writing of their intention to commence the same by leaving such notice at the office of the town clerk accompanied by a plan and section showing the proposed works and until the borough surveyor of the corporation (herein-after referred to as "the borough surveyor") has signified approval of the same in writing but if the borough surveyor shall fail to signify approval or disapproval and in case of disapproval to give particulars of his objections and requirements within twenty-one days after the delivery of such notice he shall be deemed to have approved of such plan and section and any difference under this sub-section shall be settled by arbitration as herein-after mentioned :

(2) The Company shall divert Sykes Sewer between the points A and C on the plan signed in duplicate by John Atkinson on behalf of the corporation and by John Allen McDonald on behalf of the Company (herein-after referred to as "the signed plan") by constructing a brick culvert lined with blue Staffordshire bricks two feet six inches in diameter which shall be laid between the points A and C along the east side of the said railway as shown on the signed plan. The Company shall also at the same time erect and construct a gauge basin and dividing chamber at the point B on the signed plan and shall connect the said gauge basin with the drains or sewers of the Urban District Council of Cheadle and Gatley on the west side of the said railway by a twenty-four inch cast iron syphon pipe such syphon pipe to be laid under the railway at such levels as may be required by the corporation and to the satisfaction in all other respects of the corporation :

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- (3) The Company shall also construct inspection chambers or manholes with proper covers and step irons one hundred yards apart at such points as may be selected by the borough surveyor along the said culvert so that the corporation may inspect the same and have access thereto at all times for the purpose of repairing reinstating and cleansing the same including the said gauge basin and syphon pipe. The said culvert and gauge basin shall be laid at such depth and inclination as shall be directed by the borough surveyor :
- (4) The Company contemporaneously with constructing Railways No. 1 and No. 2 shall construct two manholes or inspection chambers with proper covers and step irons to each of such inspection chambers at points to be reasonably approved by the borough surveyor in connexion with the intercepting outfall sewer belonging to the corporation in the parish of Cheadle one of such manholes to be constructed on the east side of Railway No. 1 and one on the west side of Railway No. 2 so that the corporation may inspect their said outfall sewer and have access thereto at all times. The Company shall also before constructing either of the said railways if required by the corporation properly strengthen the said outfall sewer to the satisfaction of the corporation :
- (5) The Company shall also before commencing either of the said railways construct a new brick culvert lined with blue Staffordshire bricks or a new iron culvert three feet in diameter with two proper manholes or inspection chambers parallel to the said outfall sewer of the corporation and on the southern side thereof in the direction of the points E D and F on the signed plan and for such a length as to thoroughly clear the embankments of the said railways on the west side of Railway No. 2 and the east of Railway No. 1 and at such depth and inclination as shall be reasonably required by the borough surveyor and such culvert shall be at all times kept in repair by the Company :
- (6) Wherever it may be necessary to interrupt or interfere with any existing sewer or drain the Company shall before interrupting or interfering with such existing sewer or drain construct according to a plan to be reasonably approved of by the corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be interrupted or interfered with and such sewer or drain or substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be interrupted or interfered with and in such manner as shall be reasonably approved by the corporation :

- (7) Wherever the gas mains pipes or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and wherever it is necessary for maintaining the supply of gas to lay additional mains or pipes such additional mains or pipes shall previous to the severance or interference be laid by the corporation at the expense of the Company :
- (8) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer drain gas main pipe or apparatus the Company shall repay to the corporation such additional cost :
- (9) If by reason of the execution of any of the powers of this Act any increased length of sewers drains gas mains or pipes or any additional apparatus shall become necessary the same shall be forthwith constructed and laid by the Company according to such plans and sections and in such reasonable manner as shall be approved by the corporation :
- (10) Contemporaneously with the construction of Railway No. 1 the Company shall erect a suitable footbridge near the point A on the signed plan five feet wide at the least and with parapets five feet in height on both sides thereof to carry the footpath leading from Edgeley Road to Bird Hall Road over Railway No. 1 with all proper steps and approaches and shall for ever thereafter keep the said footbridge steps and approaches in repair to the reasonable satisfaction in all respects of the borough surveyor :
- (11) The Company shall contemporaneously with the construction of Railway No. 2 construct a bridge under the said railway at a point to be fixed by the borough surveyor at or near the north-east corner of the land of the corporation in the parish of Cheadle to form a means of communication between the sewage works of the corporation and the public footpath to Stockport on the southern side of the River Mersey Such bridge shall be of a clear width between the abutments of twelve feet and shall have a clear headway throughout of ten feet for the whole width thereof and shall be constructed so as to prevent as far as practicable the dripping of water on the road beneath The Company shall erect on both sides of the said bridge proper gates and shall level and metal the roadway under the said bridge Such roadway shall be constructed in all respects to the reasonable satisfaction of the borough surveyor and shall for ever thereafter be maintained by the Company :
- (12) All the works prescribed or provided for by this section shall be executed by and in all things at the expense of the

A.D. 1897.

Company and so far as they are external to the railway to the reasonable satisfaction of the borough surveyor and all works in connexion with Sykes Sewer or the outfall sewer of the corporation shall be executed by the Company under the superintendence of the borough surveyor 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 borough surveyor :

(13) The provisions in this section contained shall be in addition to and not in derogation of any rights remedies or compensation to which the corporation is or may be entitled under the provisions of this Act or any Act incorporated herewith :

(14) If any difference shall at any time arise between the Company and the corporation 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.

For protec-
tion of
Stockport
Rural
District
Council.

11. The following provisions for the protection of the Stockport Rural District Council (in this section called "the council") shall unless otherwise agreed between the council and the Company be observed and have effect:—

(1) Before the Company interfere with the public use of [any of the roads numbered on the deposited plans 13 and 63 in the parish of Norbury and 12 and 20 in the parish of Bramhall the Company shall at their own cost construct and maintain good and sufficient temporary roads for the use of traffic passing along and upon the roads until the bridge or bridges are completed and open for traffic :

(2) If in the execution of the works required for constructing or maintaining the said new bridges it shall be necessary or expedient to interfere with the said roads such interference shall be so conducted as not to cause any interruption to the passage of persons and vehicles along the said roads :

(3) The Company shall during the progress and until the completion of so much of the works by this Act authorised as affects the roads numbered on the deposited plans 13 and 63 in the parish of Norbury and 12 and 20 in the parish of Bramhall make and carry into effect such arrangements for lighting and watching the portions of the roads interfered with and also the works themselves as may be necessary to prevent

any danger or accident to persons and vehicles using such portions of the said roads : A.D. 1897.

- (4) Railway No. 1 shall be carried over the Chester Road in the parish of Norbury numbered 63 on the deposited plans by means of a flat girder bridge which shall be constructed of a clear width between the abutments of not less than thirty-six feet measured on the square and with a clear headway throughout the whole width of not less than fifteen feet and placed in such position as the council's surveyor shall direct for the purpose of straightening and improving the said road The roadway under the said bridge for the entire width between the abutments shall be widened and reformed by the Company with a suitable footpath on each side and proper drains gullies and outlets for the drainage of the road :
- (5) The parapets of the said bridge shall not be less than six feet in height above the levels of the rails throughout the entire width of the road and for a distance of not less than six feet on either side thereof :
- (6) The abutments and retaining walls of the said bridge shall be parallel to the centre line of the roadway and no part of the wing or retaining walls of the railway embankment shall be placed within eighteen feet of the centre line of the road :
- (7) The said bridge shall be constructed and maintained so as to prevent as far as practicable water dripping therefrom upon the said road and footpath beneath the same :
- (8) The bridges intended to carry Threaphurst Lane numbered 13 on the deposited plans in the parish of Norbury Rutters Lane numbered 12 on the deposited plans in the parish of Bramhall and Bramhall Moor Lane numbered 20 on the deposited plans in the said parish of Bramhall over Railway No. 1 shall be respectively constructed to the satisfaction of the council's surveyor and the roads carried thereby respectively shall be of a uniform width of at least twenty-five feet between the parapets :
- (9) The parapet walls of the said three bridges shall be of a height not less than six feet above the level of the roadway and shall extend throughout the whole length of the said bridges with a close board fence six feet high for a distance of not less than twelve feet on either side of the said bridges to the reasonable satisfaction of the district council's surveyor :
- (10) The gradients of the approaches to the bridge carrying Rutters Lane over the railway shall not be steeper than one in twenty and the said approaches shall be of the clear width throughout the entire length of not less than twenty-five feet The gradient of the approaches to the bridge carrying

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Bramhall Moor Lane over the railway shall not be steeper than one in thirty and such approaches shall be of a clear width throughout the entire length of not less than twenty-five feet of which the carriageway shall be twenty-one feet and the footpath on the east side four feet :

(11) The Company shall at their own expense complete pave drain and fence the approach roads and roads over the railway and at all times hereafter keep the said roads drains and fences in proper repair Provided that the Company shall not be required to metal pave or drain the approaches to the bridge carrying Rutters Lane over the railway :

(12) The Company shall make proper provision for carrying the footpaths in the fields numbered 26 37 and 71 on the deposited plans in the parish of Norbury and the footpath in the field numbered 2 on the deposited plans in the parish of Torkington and the footpath in the field numbered 36 on the deposited plans in the parish of Bramhall across or under the said railway either by means of an overbridge or underbridge of not less width than six feet and in case of an underbridge with a headway not less than nine feet :

(13) The Company shall where Railway No. 1 crosses the main sewer of the council at points in fields numbered 51 52 and 53 on the deposited plans in the township of Norbury take up such main sewer and relay the same in iron pipes of similar size to the existing pipes and construct a manhole three yards from the boundary fences on the north and south sides respectively of the proposed railway :

(14) Where Railway No. 1 as shown on the deposited plans passes over lines of sewers in the parish of Bramhall intended to be laid by the council namely at Rutters Lane Bramhall Moor Lane and Bramhall Lane in the said parish the Company shall at these points respectively before or during construction of the said railway lay the said sewers in iron pipes at the proper depths and inclinations and place a manhole on the north and south sides respectively of the approach roads to the bridges over the said line of railway the whole of the said works to be completed at the cost in all respects of the Company who shall not charge anything for wayleave in respect thereof :

(15) Notwithstanding anything shown upon the deposited plans and sections the portion of Railway No. 1 between the Stockport and Buxton main road and the Stockport and Poynton main road shall be constructed upon a viaduct carried on stone or brick arches :

(16) All the works matters and things to be carried out or done by the Company in accordance with the provisions of this section shall be executed and completed by the Company to the reasonable satisfaction and under the superintendence of the council's surveyor and shall be maintained by the Company. The Company and the council may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed :

(17) If any difference arise between the council and the Company touching anything to be done or not to be done under the provisions of this section such difference shall be settled by the 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.

12. For the protection of the Cheadle and Gatley Urban District Council (in this section called "the district council") the following provisions shall have effect (that is to say) :—

For protec-
tion of
Cheadle
and Gatley
Urban
District
Council.

(1) The bridge for carrying the Stockport Road numbered on the deposited plans 49 in the parish of Cheadle over Railway No. 1 of the New Mills and Heaton Mersey Railway (in this section called "Railway No. 1") shall be constructed of a clear width between the parapets of not less than forty-two feet measured on the square and notwithstanding anything shown on the deposited sections such road shall not be raised more than three feet and the gradients of the approaches to the said bridge on both sides of the railway shall not be steeper than one in forty and the approaches shall be of the clear width throughout between the fences of not less than forty-two feet :

(2) The bridge for carrying the Edgeley Road numbered on the deposited plans 38 in the parish of Cheadle over Railway No. 1 shall be constructed of a clear width between the parapets of not less than forty feet measured on the square and notwithstanding anything shown on the deposited sections such road shall not be raised more than seven feet six inches and the gradients of the approaches to the said bridge on both sides of the railway shall not be steeper than one in forty and the approaches shall be of the clear width throughout between the fences of not less than forty feet :

(3) The bridge for carrying the Adswood Road numbered on the deposited plans 7 in the parish of Cheadle over Railway No. 1 shall be constructed of a clear width between the parapets of not less than thirty-five feet measured on the square and notwithstanding anything shown on the deposited sections such road shall not be raised more than twelve feet and the

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approaches shall be of the clear width throughout between the fences of not less than thirty-five feet :

- (4) Notwithstanding anything shown on the deposited sections the approaches to the bridge carrying the Adswood Road over the railway shall be constructed with uniform gradients of one in thirty respectively from the bridge to a point upon each approach forty-five feet from the termination thereof if that gradient were continued and thereafter at a flattened gradient or as the case may be on the level for a further distance of thirty yards :
- (5) The said three bridges shall be constructed to the reasonable satisfaction of the surveyor for the district council (herein-after called "the surveyor") and the parapets of the said bridges shall not be less than six feet in height above the level of the roadways when altered and shall extend throughout the whole length of the bridge with close screen fencing for a distance of not less than six feet at each end thereof :
- (6) The roadways of the altered portions of the said roads shall be not less in the case of the Stockport Road than forty-two feet wide between the fences in the case of the Edgeley Road than forty feet wide between the fences and in the case of the Adswood Road than thirty-five feet wide between the fences and footpaths of eight feet wide shall be made on each side of the Stockport Road and the Edgeley Road and of six feet wide shall be made on each side of the Adswood Road to the reasonable satisfaction of the surveyor :
- (7) The altered portions of the said roads and the kerbs channels and footpaths thereof shall be made and completed to the reasonable satisfaction of the surveyor The fences of the approaches shall not be less than five feet in height above the levels of the footpaths :
- (8) After the expiration of three years from the completion of the said bridges and approaches and notwithstanding anything to the contrary in the Railways Clauses Consolidation Act 1845 so much of the approaches to the said bridges as extend beyond the Company's intended alteration as shown on the cross sections of the deposited plans and sections shall be maintained in the same manner as if they formed part of the existing Stockport Road Edgeley Road and Adswood Road :
- (9) The footpath from near the Cross Keys to Edgeley passing through the property numbered 13 and 14 on the deposited plans in the parish of Cheadle shall be carried over Railway No. 1 by an overbridge six feet wide with parapets or fences on each side five feet high and with reasonable approaches thereto :

- (10) The footpath from Councillor Lane to Edgeley passing through the property numbered 15 on the deposited plans in the parish of Cheadle shall be carried over Railway No. 1 by an overbridge six feet wide with parapets or fences on each side five feet high :
- (11) The footpath from Stockport to Cheadle by the river side passing through the property numbered 58 on the deposited plans in the parish of Cheadle shall be carried under the river bridge of Railway No. 1 so as to have a clear width of not less than twelve feet and a clear headway of not less than twelve feet :
- (12) The bridge and arch for carrying Railway No. 1 over such footpath shall be constructed so as to prevent the dripping of water on the path beneath :
- (13) Cast-iron pipes not exceeding fifteen inches in diameter for continuing the district council sewers under Railway No. 1 shall be laid by the Company under the whole width of the railway at the following places:—
 - (1) Stockport Road at or near the point marked and measured on the deposited plans eight miles seven furlongs seven chains ;
 - (2) Edgeley Road at or near the point so marked and measured eight miles six furlongs ;
 - (3) At or near the point so marked and measured eight miles three furlongs seven chains ;
 - (4) At or near the point so marked and measured seven miles seven furlongs five chains ;
 - (5) Adswood Road at or near the point so marked and measured seven miles five furlongs six chains :
- (14) The form dimensions and depths of the pipes syphons man-holes and inverts shall be such as may be agreed upon between the engineer for the time being of the Company and the surveyor or settled by arbitration as herein-after provided The surveyor and his officers shall be at liberty to inspect the sewers and pipes at all reasonable times :
- (15) In the event of the district council at any time requiring in exercise of the powers vested in them by the Public Health Acts to carry any sewers through across or under the railways at convenient points within the district of the district council the Company shall not make any claim or charge against the district council for the easement or right of laying maintaining renewing and repairing any such sewers but subject as aforesaid the provisions of the said Acts shall apply to such sewers and to the district council and the Company in respect thereof :

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- (16) If any difference arise between the Company and the district council under or in relation to any provision of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the district council.

For protec-
tion of
Disley Rural
District
Council.

13. The following provisions for the protection of the Disley Rural District Council (in this section called "the council") shall unless otherwise agreed between the council and the Company be observed and have effect as follows (that is to say):—

- (1) The diversion under the powers of this Act of the road numbered 15 on the deposited plans in the parish of Disley shall be constructed of not less width than twenty feet for the whole length thereof and shall be effectively drained paved (to the same extent as at present) and metalled with stone pitching underneath and shall be protected on each side thereof by a stone wall or wrought iron railings at least five feet six inches high and at that point where the said railway passes over such road the parapets of the said bridge shall not be less than six feet in height above the level of the rails throughout the entire width of the road and for a distance of not less than six feet on either side thereof:
- (2) The Company shall at their own expense complete and thereafter maintain the said diverted roadway for five years after the completion thereof together with all works necessary for the drainage thereof or otherwise referred to in this section:
- (3) The Company shall where the line of Railway No. 1 interferes in any way with the main sewer of the council take up such main sewer and relay the same in pipes of a similar size to the existing pipes and construct the necessary manholes and lampholes according to the levels supplied by the council's engineer:
- (4) The Company shall make proper provision for carrying the footpaths in the field numbered 18 and in the wood numbered 4 on the deposited plans in the parish of Disley if the same shall be shown to be public footpaths across or under the said railway either by means of an overbridge or underbridge of not less width than six feet and in case of an underbridge with a headway of not less than nine feet:
- (5) All the works matters and things to be carried out or done by the Company in accordance with the provisions of this section shall be executed and completed by the Company to the satisfaction and under the superintendence of the council's surveyor whose reasonable charges in respect of such approval and supervision shall be satisfied and paid by the Company:

(6) If any difference arise between the council and the Company touching anything to be done or not to be done under the provisions of this section such difference shall be settled by the 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. A.D. 1897.

14. In carrying out and executing any of the works by this Act authorised so far as the same affect the railway and works of the Macclesfield Committee the following provisions shall apply unless otherwise agreed between the Macclesfield Committee and the Company in writing under their respective common seals viz. :— For protection of Macclesfield Committee.

(1) All works under or over the railway or works of the Macclesfield Committee shall be carried out and maintained to the reasonable satisfaction of that committee and in accordance with plans sections and specifications to be previously approved by the engineer for the time being of the Macclesfield Committee or failing his approval by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party :

(2) The Company shall not stop divert or alter or injure the railway or any of the works of the Macclesfield Committee nor interrupt or interfere with the safe passage of traffic over the railway and the Company shall not purchase and take any part of the said railway or works or any lands of the Macclesfield Committee but the Company may purchase and take and the committee shall grant an easement through the lands of the Macclesfield Committee so far as may be necessary for making maintaining and using the works by this Act authorised under or over the railway and works of the Macclesfield Committee :

(3) The Company shall indemnify from and make good to the Macclesfield Committee all losses damages costs charges and expenses which the Macclesfield Committee may sustain or be put to by reason or in consequence of the construction maintenance or failure of the works by this Act authorised.

15. In constructing the New Mills and Heaton Mersey Railway the Company shall be subject to the following provisions for the protection of the Cheshire Lines Committee (in this section called "the committee") :— For protection of Cheshire Lines Committee.

(1) With respect to any land of the committee 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 committee may

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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 :

- (2) The crossing of the railway over the committee's railway and branches and the junction of Railway No. 2 with the railway of the committee at Heaton Norris shall be effected at such points within the limits of deviation shown on the deposited plans and in such manner and according to such mode of construction as shall be reasonably approved by the principal engineer for the time being of the committee or in case of difference as shall be determined by arbitration as herein-after provided :
- (3) The bridge by which Railway No. 1 shall be carried over the railway of the committee shall be constructed with two openings having respectively a clear span of fifty-four feet and thirty-two feet measured on the square with a clear headway throughout of not less than fourteen feet six inches. The pier between the openings shall be formed of steel and shall have a thickness of not more than two feet from a height of two feet six inches above the rails of the committee :
- (4) All the works prescribed or provided for in this section and all other works necessary and incident to the construction of the same shall be subject to the foregoing provisions of this enactment be constructed according to plans sections and specifications to be previously submitted to and approved in writing by the principal engineer for the time being of the committee and the Company shall not commence the construction of the said works or enter upon or interfere with any land works or property belonging to the committee until such plans sections and specifications have been so submitted and approved. Provided always that if the principal engineer shall for the period of one month after they have been submitted to him neglect to approve such plans sections and specifications he shall be deemed to have approved thereof :
- (5) The Company shall take all reasonable precautions in the execution of their works to prevent any interference with the free uninterrupted and safe use in the ordinary manner and at the ordinary rate of speed of any railway siding or other work belonging to the committee :
- (6) The Company shall bear and on demand pay to the committee the expense of the employment by the committee during the execution of any work affecting any railway siding or other work of the committee of a sufficient number of

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

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

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

For protection of London and North Western Railway Company.

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

- (1) The Company shall construct the New Mills and Heaton Mersey Railway No. 1 and the works connected therewith by this Act authorised so far as the same pass over under adjoin or affect the railways lands or works of the North Western Company to the reasonable satisfaction of Francis Stevenson or other the principal engineer for the time being of the North Western Company (herein-after called "the said principal engineer") and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North Western Company and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the railways of the North Western Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the North Western Company full compensation in respect thereof to be recovered with full costs in any court of competent jurisdiction:
- (2) The Company shall carry the said Railway No. 1 where the same is intended to cross over the Stockport Disley and Whaley Bridge Railway of the North Western Company by means of a wrought iron or steel girder bridge with wrought iron or steel flooring of one clear span of not less than fifty-four feet in width measured on the square and with a clear headway throughout of not less than fourteen feet six inches above the upper surface of the rails upon the said railway at the said point of crossing and the Company shall for ever maintain the said headway above the level of the existing rails:
- (3) The Company shall carry the said Railway No. 1 where the same is intended to pass under the Crewe and Manchester and Stockport and Cheadle Railways of the North Western Company by wrought iron or steel girder bridges with wrought iron or steel flooring the bridge under the Crewe and Manchester Railway to be of a width of not less than sixty-five feet between the parapets and that under the Stockport and Cheadle Railway of a width of not less than fifty-four feet between the parapets so as to admit of the laying down upon each bridge by the North Western Company of two extra lines of rails in addition to those now existing The upper surface of the flooring and

girders of the bridges shall be at an uniform level of one foot four inches at least below the level of the existing rails of the said railways at the respective points of crossing. Provided always that the girders and flooring of so much of the bridges as are not required for carrying the existing lines of rails over the said railway of the Company as herein-before mentioned shall be constructed by the Company when required by the North Western Company for widening their said railways and in all things at the expense of the Company :

- (4) If by reason of the construction of the said Railway No. 1 hereby authorised it shall become necessary to add to or alter the signal or signals upon the said railways of the North Western Company the same shall be so added to or altered by the North Western Company and the reasonable expense thereof shall be repaid to that company by the Company :
- (5) The Company shall construct the said portions of Railway No. 1 where the same will pass over and under the railways of the North Western Company and all the works both temporary and permanent necessary and incident to the construction thereof so far as they affect the property and works of the North Western Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and reasonably approved in writing by the said principal engineer and the Company shall not commence the construction of the said portions of railway or enter upon or interfere with any land works or property belonging to or used by the North Western Company until such plans sections and specifications have been so submitted and approved. Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said principal engineer and the engineer of the Company failing to agree or of any difference arising between them then the said 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 :
- (6) 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

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and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer :

- (7) 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 lands of the North Western Company as may be necessary for the construction of the said portions of railway in accordance with the provisions of this section :
- (8) During the construction of the said portions of railway across and adjoining and near to or affecting the railways property and works of the North Western Company the Company shall bear and on demand pay to them all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by the North Western Company for watching their railways and the works thereof with reference thereto and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :
- (9) 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 under and adjoining the railways or any widening thereof 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 and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction :
- (10) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western

Company all costs losses damages or expenses which may be occasioned to them or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railway and the works in connexion therewith or of any 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 :

- (11) 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 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 :
- (12) If any difference shall arise between the respective engineers of the Company and the North Western Company as to the reasonableness of the plans sections and specifications herein-before provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by the respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the North Western Company :
- (13) 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.

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For protec-
tion of
Stockport
District
Waterworks
Company.

17. In the exercise of the powers of this Act for the construction of the New Mills and Heaton Mersey Railway the following provisions for the benefit and protection of the Stockport District Waterworks Company (in this section styled "the waterworks company") and of their works and property whether as now existing or as may be hereafter made or acquired (herein-after referred to as "the waterworks") shall apply and have effect :—

- (1) All works authorised by this Act in any way affecting the waterworks shall be executed according to plans and sections to be previously submitted to and approved of by the waterworks company and under the superintendence and to the reasonable satisfaction of their engineer and the Company shall comply with all reasonable requirements of such engineer in regard to such construction and shall execute such works and take all such steps and adopt all such measures both during the construction of the railway and thereafter for preventing any injury to the waterworks as the waterworks company shall reasonably require :
- (2) Where the railway will pass through and under the lands numbered 1 2 3 and 4 on the deposited plans in the parish of Norbury in the county of Chester the Company shall not enter upon take use or interfere with any lands between the filter beds of the waterworks company and a line which shall be drawn parallel to the centre line of the railway shown on the said deposited plans and shall be at least one hundred and fifty feet from and on the northerly side of the north-westerly corner of the boundary of the land of the waterworks company and shall not in any way interfere with the culvert or watercourse by means of or along which water passes from the filter beds to the brook shown on the said plans or with the said brook but the Company may temporarily and whenever necessary interfere with such culvert or watercourse provided that during such interference they shall to the reasonable satisfaction of the waterworks company or their engineer make proper provision for the flow of water from the said filter beds to such brook :
- (3) The Company shall make and maintain all such works as may reasonably be required by the waterworks company in order to secure to them as good facilities for the disposal of their sand-washing water as they now have over or through the lands numbered 4 on the deposited plans in the said parish of Norbury and the drains and watercourses from such lands :
- (4) The water mains of the waterworks company in the lands numbered 9 11 12 13 17 21 24 26 and 27 on the deposited plans

in the said parish of Norbury shall be carried over the railway by means of bridges on the same levels as the said water mains now are and in such directions as shall be approved by the waterworks company or their engineer. Such bridges so far as they carry the said water mains (together with the approaches thereto) shall be constructed by and at the expense of the Company of stone brick or iron to the satisfaction in all things of the waterworks company or their engineer and shall from time to time be maintained and repaired and rebuilt by the Company at the like expense and to the like satisfaction :

(5) If the water mains of the waterworks company in the land numbered 39 on the deposited plans in the said parish of Norbury are interfered with by the Company's works the said mains shall be diverted along the public road to the satisfaction in all things of the waterworks company or their engineer and at the expense of the Company :

(6) If in the case of each or any bridge to be erected for carrying each or any public road or intended public road over the railway there shall not in the opinion of the waterworks company or their engineer be sufficient space between the surface of the road and the structure of the bridge for laying at any time or times and from time to time the mains or pipes of the waterworks company (whether such mains or pipes are now or shall or may within two years from the passing of this Act be laid under such road) the Company shall at their own expense and to the reasonable satisfaction in all respects of the waterworks company or their engineer construct maintain repair and rebuild on each or either side (as the waterworks company shall require) of each or any such bridge a trough (except in the case of the road numbered 38 on the deposited plans in the parish of Cheadle where a separate bridge shall be substituted for a trough if the surface of the road shall not be three feet above the top of the waterworks company's mains or pipes when laid between the girders of the bridge carrying the said road over the railway) for the conveyance of the waterworks company's mains and pipes such troughs or bridge (as the case may be) to be of such dimensions materials and workmanship and with such means of access as the waterworks company or their engineer shall approve or shall make such other provision for the above purposes as the waterworks company shall require :

(7) The waterworks company shall have in perpetuity by virtue of this Act the right to the sole and exclusive user of the said bridges if specially constructed to carry the water mains (with

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all approaches) referred to in sub-section 4 of this section and also of the troughs referred to in the last sub-section and also of the separate bridge (if any) referred to in the same sub-section in connexion with the said road numbered 38 on the deposited plans in the said parish of Cheadle for the purposes of their water mains pipes and works and for the purpose of from time to time inspecting repairing renewing and replacing (with similar less or larger pipes or works) the said water mains pipes and works or any of them and any mains pipes or works for the time being on or in the said bridges (with all approaches) and troughs respectively or any of them and laying down and constructing additional main or mains or pipe or pipes or works and for the purpose of from time to time conveying across the railway mains pipes and other materials used by the waterworks company in connexion with their business and the Company shall in the construction of the said bridges (with all approaches) and troughs respectively provide iron or other gates at each end of the said bridges and troughs respectively with locks and keys to the satisfaction of the waterworks company or their engineer and the Company shall at the like expense and to the like satisfaction maintain repair renew and replace such gates locks and keys and the said keys shall be deposited with and kept by the waterworks company and for the above purposes or any of them the waterworks company and its directors agents servants and workmen respectively shall have full and free right to enter upon the land of the Company :

(8) If in consequence of the construction of the railway authorised by this Act any further or additional lands rights or easements shall be required to enable the mains pipes and works of the waterworks company or any of them to be altered or diverted or to enable the waterworks company to obtain access to their mains or pipes or the works connected therewith for the inspection maintenance repair and renewal of the same respectively or any of them the Company shall at their expense in all things and prior to the existing mains pipes and works respectively or any of them being in any way interfered with cause to be vested in the waterworks company such lands rights and easements which shall at least be as extensive as those now vested in and enjoyed by the waterworks company :

(9) No building wall or fence shall be erected by the Company upon or over any place where any main or pipe of the waterworks company is now or shall or may within two years from the passing of this Act be laid unless and until the Company shall to the reasonable satisfaction in all respects of the waterworks company or their engineer provide for the waterworks

company their directors engineer agents servants and workmen exclusive means of access to the said main or pipe such means of access to be constructed maintained repaired and renewed by and at the expense of the Company of such dimensions materials and workmanship as the waterworks company or their engineer shall approve or the Company before erecting any building wall or fence upon or over any place where any main or pipe of the waterworks company is now or shall or may within two years from the passing of this Act be laid shall to the reasonable satisfaction in all things of the waterworks company or their engineer and at the expense of the Company divert such main or pipe :

- (10) The flow of water through the water mains or pipes of the waterworks company shall not be in any way interfered with until the works for carrying the same over or under the railway and the water mains or pipes to be laid on or in such works in substitution for the mains or pipes to be diverted shall have been erected laid and completed to the satisfaction of the waterworks company or their engineer The work of diverting or altering the water mains pipes and works of the waterworks company or any of them shall in each instance be executed by the waterworks company with such materials and in such manner generally as the waterworks company shall in their discretion think fit but at the expense in all things of the Company :
- (11) The Company shall make permanent provision wherever required for the protection from frost of the mains pipes and works respectively of the waterworks company or any of them which may be diverted altered or affected in the execution of the powers of this Act such provision to be carried out to the satisfaction of the engineer of the waterworks company and the cost of such provision and the maintaining and renewing of the same from time to time to be borne by the Company :
- (12) The Company their contractors servants and workmen shall while constructing the railway and works by this Act authorised and afterwards adopt all reasonable and proper precautions for preventing the fouling of the waters which belong to the waterworks company or which they are authorised to take :
- (13) The waterworks company shall not be liable for and shall be indemnified by the Company against all damage and injury which may be caused to the line and works of the Company and the traffic thereon and the persons and property being conveyed on or using such railway by the breaking bursting or leaking of or escape from any water main or pipe or works (belonging to or under the control of the waterworks company) by reason

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or in consequence of any act neglect or default of the Company or any of their agents servants or workmen or of any person under their control :

(14) The Company shall be responsible for and make good to the waterworks company to the satisfaction of their engineer all costs losses damages and expenses to be sustained by them by reason of all or any of the following viz. :—

(A) Any of the matters herein-before provided for ;

(B) Any changes in or additions to the works of the waterworks company or mode of executing works or any alteration in or addition to the works mains and pipes respectively of the waterworks company rendered necessary by the works of the Company authorised by this Act ;

(c) Any damage or injury occasioned to the filter beds works culverts watercourses mains or pipes of the waterworks company or the flow of water of the waterworks company or to the waterworks company by reason or in consequence of the execution of the powers of this Act ;

(D) Any damage from failure of works belonging to the waterworks company to be occasioned to persons or property or otherwise by reason or in consequence of the execution or any defect or default in execution (whether of the Company or their contractors agents workmen or servants) of the powers of this Act :

And shall indemnify the waterworks company from all claims and demands upon or against them by reason of any of the matters aforesaid or in anywise relating thereto :

(15) Nothing in this section contained shall prejudice abridge or defeat the right of the waterworks company to compensation for any injury occasioned to them by or in consequence of the works of the Company.

For protec-
tion of
Samuel
Taylor.

18. Before the Company shall commence the construction of any part of the New Mills and Heaton Mersey Railway by this Act authorised in the parish of Cheadle they shall give to Samuel Taylor of Oak Lea House Edgeley Road Stockport a notice under section 18 of the Lands Clauses Consolidation Act 1845 of their intention to purchase and acquire the messuage and premises belonging or reputed to belong to him distinguished by the number 42 in the said parish of Cheadle on the plans deposited for the purposes of the said railway.

For protec-
tion of
Freeholders
Company
Limited.

19. For the protection of the Freeholders Company Limited (in this section called "the Freeholders Company") the following provisions shall unless otherwise agreed between the Company

and the Freeholders Company be observed and have effect (that is. A.D. 1897.
to say) :—

- (1) Simultaneously with the construction of that portion of the New Mills and Heaton Mersey Railway which passes through the Bramhall Estate of the Freeholders Company the Company shall construct across the said railway two bridges with approaches for the purpose of carrying over the railway existing or future roads on the said estate and such bridges shall be respectively situate at points distant six miles four furlongs one hundred and sixty-seven yards and seven miles two furlongs from the commencement of the railway as shown on the deposited plans :
- (2) Each of the said bridges shall be constructed with approaches having gradients not steeper than one in thirty and the bridges and approaches shall have a clear width between the parapets or fences of not less than thirty-six feet The approaches to the first-mentioned bridge shall be formed and metalled or paved by the Company for a width of twenty feet and the approaches to the secondly-mentioned bridge shall be formed by the Company but not metalled or paved :
- (3) The provisions of this section shall be in addition to and not in substitution for or derogation from any other provisions of this Act or the Acts incorporated herewith which may enure for the benefit or protection of the Freeholders Company other than those relating to crossings over the railway.

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

For protec-
tion of
Manchester
Sheffield and
Lincolnshire
Railway
Company.

- (1) The Company shall not without in every case the previous consent of the Sheffield Company under their common seal take use enter upon or interfere with any lands railways sidings canals or other works from time to time belonging to or worked by that company except only so far as shall be necessary for the purpose of making and maintaining the said railways as the same are according to this Act to be constructed :
- (2) With respect to any land of the Sheffield Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take

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the same but the Company may purchase and take and the Sheffield Company may and shall grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :

(3) The crossing of the respective railways over or under the Sheffield Company's railway and branches canals or lands shall be effected in such manner and according to such mode of construction as shall be reasonably approved of by the principal engineer for the time being of the Sheffield Company Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve any plans sections or specifications submitted for his approval 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 railways 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 Sheffield Company by the President for the time being of the Institution of Civil Engineers :

(4) (A) The New Mills and Heaton Mersey Railway shall be carried under the Peak Forest Canal and the Macclesfield Canal of the Sheffield Company in tunnel at a depth below the canals respectively of not less than five feet above or below that shown on the deposited plans and sections and the line of the tunnels shall not be deviated more than one hundred yards from that shown on the said deposited plans The tunnel carrying the said railway under the Peak Forest Canal of the Sheffield Company shall if the engineer of the Sheffield Company shall so require be lengthened at its eastern end for at least one chain beyond the length shown on the parliamentary plan and section :

(B) The Stairfoot and Cudworth Railway shall be carried over the junction of the Penistone to Doncaster Railway of the Sheffield Company and the Hull and Barnsley Railway at Stairfoot Station by means of a girder bridge the south-western abutment whereof shall be parallel with the existing Sheffield Company's main lines and such bridge shall have a clear span measured on the square from that abutment of at least ninety feet with a clear headway above the surface of the Sheffield Company's rails of at least fifteen feet for the entire width thereof and the south-western abutment of the said bridge

shall be so placed as to leave a clear space of forty feet between the face of that abutment and the nearest rail of the Sheffield Company's existing main line. The Stairfoot and Cudworth Railway shall be carried over the Houghton Main Branch Railway of the Sheffield Company by means of a girder bridge the piers or abutments whereof shall be parallel to the Sheffield Company's railway and such bridge shall have two clear spans each of twenty-six feet measured on the square with a clear headway above the surface of the Sheffield Company's rails of at least fourteen feet six inches for the entire width thereof the thickness of the pier between the two spans not exceeding three feet:

- (c) The Treeton and Brightside Railway shall be carried under the Treeton Branch Railway of the Sheffield Company by means of an opening under that branch now in course of construction:

The Treeton and Brightside Railway shall be carried over the Sheffield Company's Rotherham Branch by means of a girder bridge of three spans the piers and abutments whereof shall be parallel to the Sheffield Company's existing railway and the span over the existing railways shall have a clear width measured on the square of not less than fifty-two feet and the remaining two spans shall have a clear width of not less than twenty-six feet with a clear headway above the surface of the rails of the Sheffield Company of not less than fourteen feet six inches for the entire width thereof and the piers between the centre and side spans shall be constructed of steel and each pier shall not be more than two feet in thickness above a level of two feet six inches above the rails of the Sheffield Company:

- (d) The Grassmoor Junction Railway shall be carried under the Chesterfield Branch Railway of the Sheffield Company by means of a tunnel or covered way of not less than one hundred and sixty feet in length from face to face and the Company shall at any time when required to do so by the Sheffield Company extend this tunnel or covered way to the boundary of the Sheffield Company's property at the Chesterfield and Mansfield Road the extended portions having the same strength and mode of construction as the portion carrying the present lines of the Sheffield Company. Except for the purpose of constructing the said tunnel or covered way the Company shall not take use or enter upon any of the lands or works of the Sheffield Company without their consent:

- (e) The widening of the Company's railway at Nottingham shall be carried under the railway viaduct of the Sheffield Company

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through or by means of the spans or openings already constructed or being constructed in the said viaduct and so as not in any way to interfere with the Sheffield Company's works :

- (5) The Company shall bear and on demand pay to the Sheffield Company the expense of the employment by that company during the execution of any work affecting any railway siding canal or other work of that company of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise and if by reason of the construction of the railways and works by this Act authorised it shall become necessary to add to or alter any signals signalling and telegraphic appliances upon the said railways of the Sheffield Company the same shall be so added to or altered by the Sheffield Company and the reasonable expense thereof including any additional cost of maintenance which the Sheffield Company may be put to by reason or in consequence thereof to be certified by the principal engineer shall be repaid to the Sheffield Company by the Company :
- (6) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or their contractors or otherwise any railway siding canal or other work of the Sheffield Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Sheffield Company may make good the same and recover the expense thereof in any court of competent jurisdiction and if any interruption shall be occasioned to the traffic of or upon any such railway siding canal or other work of the Sheffield Company by reason of any of the matters or causes aforesaid the Company shall pay to the Sheffield Company all costs and expenses to which that company may be put as well as full compensation to be recoverable in any court of competent jurisdiction :
- (7) The Company shall at all times maintain the bridges arches openings or other works by which their railway is carried under or over the railway sidings canal or other works of the Sheffield Company in substantial repair and good order and

condition to the reasonable satisfaction in all respects of the engineer of that company and if and whenever the Company fail so to do the Sheffield Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as that company reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may be recovered in any court of competent jurisdiction: A.D. 1897.

- (8) The Company shall also at all times maintain the bridges and other works by which the railways shall be so carried over the railways canals and lands of the Sheffield Company with the several heights and headways before mentioned and if from any causes whatsoever any subsidence should occur by which the level of such works be lowered then at any time the Company shall at their own cost whenever called upon by the Sheffield Company to do so raise or lift their railways and works over the railways canals and lands of the Sheffield Company to the heights and levels above Ordnance datum at which they were originally constructed under the provisions of this Act:
- (9) The Company and their contractors agents servants or workmen shall not in constructing raising or repairing the railway works over the railways canals and lands of the Sheffield Company obstruct impede or interfere with the free and uninterrupted and safe use of the railways canals and lands or other works of the Sheffield Company or any traffic thereon or if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall pay to the Sheffield Company all costs and expenses to which that company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable in any court of competent jurisdiction:
- (10) If in the opinion of the Sheffield 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 Sheffield 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 Sheffield Company all costs and expenses incurred by them in relation to any such

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purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional cost and expenses shall in case of difference be determined by arbitration as herein-after provided:

- (11) If the Sheffield Company shall at any time hereafter be desirous for the purpose of forming branches or sidings to any existing or intended collieries works or manufactories of constructing bridges under or over the said railways by this Act authorised the Company shall afford to the Sheffield Company all reasonable and proper facilities for the construction of such bridges according to plans to be agreed between the principal engineers of the two companies for the time being or in case of difference to be determined by arbitration as herein-after provided:
- (12) If any difference shall arise between the respective engineers of the Company and the Sheffield Company as to the reasonableness of the plans sections and specifications herein-before provided for or as to the true intent and meaning of this enactment or the mode of giving effect thereto such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party:
- (13) The Company and the Sheffield Company may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed.

For protection of Hull Barnsley and West Riding Junction Railway and Dock Company.

21. With respect to the making and maintaining of the Stairfoot and Cudworth Railway and the purchase and acquisition of lands for the purposes thereof otherwise than by agreement the following provisions shall have effect for the protection and benefit of the Hull Barnsley and West Riding Junction Railway and Dock Company (herein-after called "the Hull and Barnsley Company") unless otherwise agreed between the Company and the Hull and Barnsley Company in writing under their respective common seals:---

- (1) The Stairfoot and Cudworth Railway so far as it will affect the railways or lands of the Hull and Barnsley Company at the proposed crossings thereof shall be constructed only in accordance with plans and specifications to be previously submitted to and reasonably approved by and shall be executed to the reasonable satisfaction of the engineer of the Hull and Barnsley Company:
- (2) The said railway shall be carried over the Stairfoot Branch of the Hull and Barnsley Railway and the Manchester Sheffield

and Lincolnshire Railway by means of a girder bridge having a single span of such dimensions that the face of the northern abutment thereof shall not be nearer than thirteen feet to the centre line of the Stairfoot Branch as now existing of the Hull and Barnsley Company measured at right angles to the said centre line and an additional opening shall be provided on the north side of and adjoining the said bridge having a clear span of not less than twenty-seven feet measured on the square and a clear height of fourteen feet three inches above the Hull and Barnsley rail level :

- (3) The said railway shall be carried over the New Oaks Colliery Branch of the Hull and Barnsley Railway by a girder bridge having a clear span of twenty-five feet measured on the square and an additional opening shall be provided on the north side and immediately adjoining the said bridge having a clear span of not less than twenty-five feet measured on the square and a clear headway of fourteen feet three inches above the rail level of the said New Oaks Colliery Branch :
- (4) In constructing the railway the Company shall leave sufficient space between it and the railway of the Hull and Barnsley Company to enable that company to widen their railway by two additional lines of rails and any additional cost incurred by the Hull and Barnsley Company in carrying out such widening by reason of the construction of the Company's railway shall be borne by the Company :
- (5) The Company shall not without in every case the previous consent of the Hull and Barnsley Company in writing under their common seal use enter upon or interfere with any land railway siding or other work from time to time belonging to or worked by that company except only so far as shall be necessary for the purpose of making and maintaining the Stairfoot and Cudworth Railway as the same is according to this section to be constructed :
- (6) With respect to any land of the Hull and Barnsley 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 Hull and Barnsley 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 :
- (7) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free uninterrupted and safe use of any railway siding or other works of the Hull and Barnsley Company or any traffic thereon :

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- (8) The Company shall bear and on demand pay to the Hull and Barnsley Company the expense of the employment by that company during the execution of any work affecting any railway siding or other work of that company of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise :
- (9) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding or other work of the Hull and Barnsley Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Hull and Barnsley Company may make good the same and recover the expense thereof in any court of competent jurisdiction And if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Hull and Barnsley Company by reason of any of the matters or causes aforesaid the Company shall pay to that company all costs and expenses to which that company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable in any court of competent jurisdiction :
- (10) The Company shall at all times maintain the bridges arches openings or other works by which their railways are carried across the railways sidings or other works of the Hull and Barnsley Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of that company And if and whenever the Company fail so to do the Hull and Barnsley Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as that company may reasonably think requisite in that behalf and the sum from time] to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default may be recovered in any court of competent jurisdiction :

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(11) The Hull and Barnsley Company may either on their own lands or on the lands of the Company erect such signals and conveniences incident to the respective crossings by this Act authorised of the railways of the Hull and Barnsley Company by the Stairfoot and Cudworth Railway as may be necessary for the prevention of danger to or interference with the traffic at and near those crossings respectively the working and management of such signals and conveniences wherever situate shall be under the exclusive regulation of the Hull and Barnsley Company and all the expenses of erecting working maintaining and if rendered necessary by any act of the Company of altering from time to time those signals and conveniences be repaid by the Company to the Hull and Barnsley Company and in default thereof may be recovered in any court of competent jurisdiction :

(12) If any difference shall arise between the Company and the Hull and Barnsley Company or their respective engineers as to the true intent and meaning of this enactment or the mode of giving effect thereto the same shall be determined by arbitration in the manner prescribed by the Railway Companies Arbitration Act 1859.

22. For the protection of the Sheffield and South Yorkshire Navigation Company (in this section called "the navigation company") the following provisions shall have effect (that is to say) :—

For protection of Sheffield and South Yorkshire Navigation Company.

In this section "the navigation" means and includes the Dearne and Dove Canal and the Sheffield and Tinsley Canal respectively and the towing paths thereof respectively :

"The bridge" means and includes the bridges by which the Stairfoot and Cudworth Railway and the Treeton and Brightside Railway respectively are respectively to be carried across the navigation :

The Company shall carry the Stairfoot and Cudworth Railway and the Treeton and Brightside Railway respectively across the navigation by girder bridges each of one span and having throughout a width between the abutments and a headway above the ordinary water level of the navigation where crossed or to be crossed by the bridge as respectively specified in that behalf in the following table (that is to say) :—

Part of Navigation crossed.				Minimum width of Bridge.	Minimum headway of Bridge.
				Feet.	Feet.
Dearne and Dove Canal	-	-	-	60	20
Sheffield and Tinsley Canal	-	-	-	66	13

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The width or span of the bridge shall be the width as measured at right angles to the centre line of the waterway where crossed by the bridge :

The foundations of the abutments of the bridge shall be carried down to such depth below the ordinary level of the surface of the water in the navigation and shall be placed in such positions as shall be reasonably fixed by the principal engineer of the navigation company :

If at any time hereafter all of the railway bridges existing at the passing of this Act across the River Dun Navigation between Tinsley and Stainforth shall be raised or converted into opening bridges and the navigation company shall apply to Parliament for power at their own expense to raise the bridges to carry the Stairfoot and Cudworth Railway and the Treeton and Brightside Railway across the navigation or either of those bridges so as to afford a like clear headway above the ordinary level of the surface water in the navigation where so crossed or intended to be crossed or to convert the same into an opening bridge the Company shall not oppose such application except for the purpose of securing protection for their railway and works and the traffic thereon And the Company shall after the raising or conversion of the bridge as the case may be at all times at the cost of the navigation company maintain the same and (in the case of conversion) work and manage the same as an opening bridge for the passage through the same of vessels which cannot with safety to the vessels or without risk of damage to the cargo therein lower their masts or chimneys and such bridge shall be so worked according to such regulations restrictions and arrangements as the Board of Trade may from time to time on the application of either the Company or the navigation company prescribe having due regard to the relative importance of and to the regular conveyance and safe working of the traffic on the railway and navigation respectively :

The Company as well during the construction as during any repairs of the bridge shall leave the navigable waterway and towing path free and uninterrupted except so far as may be reasonably agreed between the navigation company and the Company :

All works crossing or affecting the navigation shall be executed in accordance with plans sections and specifications to be previously submitted to and reasonably approved in writing by the said engineer provided that if such engineer do not signify his approval or disapproval of the same within one

month after their submission to him he shall be deemed to have approved them : A.D. 1897.

All works crossing or affecting the navigation shall be carried on uninterruptedly when commenced and shall be completed with all reasonable despatch and all scaffolding piling and materials affecting the waterway or towing-path shall be removed as soon as the work for which they are required has been completed and in the meantime shall be kept in proper repair :

All works crossing or affecting the navigation shall be constructed and maintained so that the traffic of the navigation shall not except as herein expressly provided be in any way obstructed impeded or interfered with and such maintenance shall be effected under the superintendence and to the reasonable satisfaction of the navigation company but in all things at the expense of the Company :

The Company shall bear and on demand pay to the navigation company the reasonable expense of the employment by the navigation company of a sufficient number of inspectors and watchmen to watch the navigation during the construction of the works by this Act authorised crossing or in any way affecting the navigation and for preventing except as aforesaid any such obstruction or interference or any danger or accident from the acts or default of the Company or their contractors or the servants workmen or other persons in their respective employ :

The Company shall at all times maintain the bridge and other works for such crossing of the navigation in good and substantial repair and condition to the reasonable satisfaction of the navigation company and so as not to cause any obstruction to the navigation and in default thereof the navigation company may as well on the lands of the Company as on their own lands do all such works and things as they may think reasonably requisite in that behalf and the reasonable cost thereof shall on demand be paid by the Company to the navigation company and in default of such payment may be recovered in any court of competent jurisdiction :

If by reason of the execution or maintenance of any of the works or any proceedings of the Company or any act or omission of the Company or their contractors or of any officer servant or workman or other person employed by the Company or such contractors the navigation or any of the works thereof be injured or damaged such injury or damage shall forthwith be made good by the Company at their own cost and in default thereof the navigation company may make good the same and

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recover the reasonable cost thereof in any court of competent jurisdiction:

The Company shall indemnify the navigation company for any loss or damage they may suffer and for any compensation they may be required to pay for any such obstruction (except as aforesaid) interruption or interference with the traffic of the navigation or any accident which shall have been occasioned by any such act or default as in this section is mentioned:

Nothing in this section shall extend to prevent the navigation company or any owner of vessels boats keels or barges using the navigation from recovering from the Company any special damage that shall be sustained by them or him for or in consequence of any such act or default as in this section is specified:

With respect to any lands belonging to the navigation company which the Company are by this Act authorised to enter upon take use or interfere with the Company shall not except by agreement with the navigation company purchase and take the same but the Company may purchase and take and the navigation company may and shall sell and grant to the Company accordingly an easement or right of using the same so far as may be necessary for the purpose of carrying the railway across the navigation:

If any difference arise between the Company and the navigation company as to anything to be done or not to be done under this section or any money to be paid thereunder (except by way of compensation as in this section provided or for any such easement as aforesaid) such difference shall be determined by an engineer to be appointed (unless otherwise agreed on) on the application of either party by the President of the Institution of Civil Engineers but nothing in this Act shall be deemed to enable the said arbitrator to direct that any work shall be made of less dimensions than by this section is prescribed in that behalf:

The Company and the navigation company may agree for any variation or alteration of the works in this section provided for or of the manner in which the same shall be executed:

In order the better to secure means of communication with the navigation from works which may hereafter be established for getting minerals or for other purposes and in addition to the accommodation works to which any person may be entitled under the Lands Clauses Acts it shall be lawful for the navigation company or the proprietor or lessee of any such works from time to time at their or his own expense to make such railways or roads upon the lands of the navigation

company and of such proprietor or lessee and of the Company by means of bridges over or archways under the railway as may be necessary for the proper accommodation of such works and for carrying away the minerals therefrom. If any difference shall at any time arise with respect to the mode of constructing or the situation or maintenance of any such communication or the time within which the same shall be made such difference shall be determined by an engineer to be appointed by the Board of Trade upon the application of either party.

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

For protection of county council of West Riding of Yorkshire.

- (1) The bridge whereby the Stairfoot and Cudworth Railway by this Act authorised is carried over the Doncaster and Saltersbrook main road shall be a flat girder bridge or brick or stone arch of the full width of the said road between the fences thereof where crossed by the railway the abutments of the bridge shall be in line with the said fences and the bridge shall have a clear headway throughout of not less than twenty feet from the surface of the said road at the point of crossing to the under part of the said bridge :
- (2) The bridge whereby the same railway is carried over the Wombwell Lane main road shall be a flat girder bridge of the full width of the said road between the fences thereof where crossed by the railway the abutments of the bridge shall be in line with the said fences and the bridge shall have a clear headway throughout of not less than eighteen feet from the surface of the said road at the point of crossing to the under part of the said bridge :
- (3) The bridge whereby the Treeton and Brightside Railway is carried over the Sheffield and Tinsley main road shall be a flat girder bridge with a span of sixty feet and a clear headway throughout of eighteen feet from the surface of the road to the under part of the said bridge :
- (4) The said bridges shall be so constructed and maintained as to prevent as far as practicable the dropping of water upon the roads beneath and otherwise made watertight :
- (5) The Company shall construct and maintain on both sides of the said bridges respectively such substantial parapets or

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close screens as in the opinion of the county surveyor may be reasonably required of the height of six feet at least and for a length not exceeding sixty feet :

- (6) The said roads respectively shall not during the construction of the said bridges respectively or during any subsequent repairing thereof be unnecessarily obstructed or interfered with :
- (7) All works affecting the use of the said main roads or any of them shall be executed under the superintendence and to the reasonable satisfaction of the said surveyor but in all things at the expense of the Company and they shall pay the reasonable costs incurred by the council in and about such superintendence and in and about the inspection approval or disapproval of plans sections and specification as aforesaid :
- (8) If any difference arise between the Company and the council as to the true intent and meaning of any of the provisions of this Act in relation to any works to be executed or any powers to be exercised affecting the said main roads or any of them such difference shall be settled by an engineer to be agreed on between the parties and failing agreement to be appointed by the Board of Trade on the application of either of the parties in difference.

For protec-
tion of
corporation
of Barnsley.

24. For the protection of the mayor aldermen and burgesses of the borough of Barnsley in the West Riding of the county of York (in this section called "the corporation") the following provisions shall be observed and have effect (that is to say):—

- (1) Notwithstanding anything shown upon the deposited plans and sections the Company shall construct the Stairfoot and Cudworth Railway where the same crosses the sewage farm of the corporation in the townships of Monk Bretton and Ardsley upon a viaduct instead of an embankment for a length of not less than two hundred lineal yards :
- (2) The spans of the said viaduct shall be not less than forty feet clear between the piers except the arch over the River Dearne the span of which shall be not less than fifty feet clear between the piers and the piers supporting the spans shall have a uniform width at the ground level of not more than ten feet except that one abutment pier in the central part of the viaduct may be twenty-three feet in width :
- (3) Nothing in this section shall affect the right of the corporation to claim compensation from the Company for any damage which may be caused to the said farm by any increased or additional flooding thereof arising from the retention or obstruction of the flood-waters in the Dearne Valley by reason of the construction of the works of the Company And if any

question shall arise between the corporation and the Company as to whether any damage has been done to the said farm by any such increased or additional flooding or as to the amount of the damage caused thereby to the said farm the same and also the compensation to be paid to the corporation by the Company in respect of such damage shall failing agreement between the engineers of the Company and the corporation be determined by an engineer to be appointed as single arbitrator by the President of the Institution of Civil Engineers in London on the application of either party by arbitration in manner provided by the Arbitration Act 1889 : A.D. 1897.

- (4) The Company shall make and maintain a bridge for carrying the railway over the occupation road bridle road and footpath numbered 6 on the deposited plans in the parish or township of Monk Bretton and the said bridge shall have a clear width of fifteen feet between the abutments and a clear headway of sixteen feet above the present surface of the road The Company shall also make and maintain for the full width of the railway embankment a brick culvert having a sectional area of not less than ten feet in lieu of the existing sewage conduit along the south-west side of the said occupation road to the satisfaction of the engineer of the corporation :
- (5) The compensation to be paid by the Company for the lands of the corporation required for and injuriously affected by the execution of the said railway and works shall failing agreement be determined by James Mansergh of No. 5 Victoria Street in the city of Westminster civil engineer or him failing by a competent engineer to be appointed by the President of the Institution of Civil Engineers in London on the application of the Company and the corporation or either of them :
- (6) The Company shall not (except for the purpose of surveying and taking levels and of probing or boring to ascertain the nature of the soil and of setting out the line of the works) enter upon any of the lands of the corporation without their consent in writing before the expiration of twelve months after they shall have given to the corporation a notice to treat under the eighteenth section of the Lands Clauses Consolidation Act 1845 for the lands required to be purchased and taken for the purposes of the railway and the arbitrator under sub-section 5 of this section shall have power to extend the said period of twelve months in case he shall think it expedient to do so.

25. In constructing the Treeton and Brightside Railway the following provisions for the protection of the mayor aldermen and For protection of corporation of Sheffield.

A.D. 1897. citizens of the city of Sheffield (in this section referred to as "the corporation") shall have effect (that is to say):—

- (1) The Company shall construct a bridge carrying the Treeton and Brightside Railway over the footpath or occupation road numbered on the deposited plans 3 in the parish of Sheffield and shall permit the corporation to construct and maintain a five feet barrel sewer beneath it :
- (2) In constructing their said railway where it crosses over the main outfall sewer of the corporation in the field numbered on the deposited plans 7 in the parish of Sheffield the Company shall construct and maintain a manhole into the sewer on both sides of the railway and shall provide for the corporation convenient access thereto for the purpose of examining and repairing the said sewer The Company shall also to the like satisfaction strengthen the said main outfall sewer where the same will be under their embankment :
- (3) The Company shall not interfere with the syphon and storm water outlet of the corporation in the field numbered 6 in the said parish of Sheffield on the said deposited plans and if there be any interference with Bagley Brook and the storm water overflow from Brightside Lane near Numbers 12 13 and 17 in the same parish sufficient provision shall be made for it to the satisfaction of the city surveyor :
- (4) The bridge carrying the railway over Brightside Lane shall be constructed of a width or span equal to the present width of the road the abutments of such bridge not to project beyond the fence line of either side of Brightside Lane and with a headway of not less than fifteen feet six inches for the whole width of the carriageway and if necessary the roadway under the bridge shall be lowered six inches at the expense of the Company so as to obtain this headway with easy gradients on each side :
- (5) The bridge carrying the railway over the River Don shall be constructed with a clear span over the river of not less than one hundred feet measured along the centre line of railway with land arches on each side :
- (6) In constructing the railway over the Carr Brook the Company shall either divert the course of that brook through a side arch of the bridge carrying the railway over the River Don or otherwise shall carry it under the railway in or near its present course by means of a culvert of sufficient dimensions :
- (7) All the works referred to in this section shall be constructed and executed to the satisfaction of the city engineer of Sheffield and according to plans and drawings to be previously submitted to and approved by him or in case of difference between

him and the engineer of the Company by an arbitrator to be appointed for that purpose by the Board of Trade on the application either of the Company or the corporation any such plans and drawings shall be deemed to be approved if not objected to within fourteen days after receipt thereof.

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26. The following provisions for the protection of the Lancashire Derbyshire and East Coast Railway Company (herein-after called "the Derbyshire Company") shall apply and have effect:—

For protec-
tion of
Lancashire
Derbyshire
and East
Coast
Railway
Company.

(1) The Grassmoor Junction Railway by this Act authorised shall be so constructed as not to impede or interfere with the construction of the Railways B and C thirdly described in and authorised by the Lancashire Derbyshire and East Coast Railway Act 1897:

(2) Any difference between the Company and the Derbyshire Company as to the true intent and meaning of this enactment or the mode of giving effect thereto shall be settled by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

27. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Nottingham (in this section called "the corporation") shall unless otherwise agreed in writing between the corporation and the Company have effect (that is to say):—

For protec-
tion of
corporation
of Notting-
ham.

(1) In this section the expression "railway widening" means the widening of the Company's railway and works which the Company are by this Act authorised to construct in the borough of Nottingham and the expression "street" has the same meaning as that assigned to it by the Public Health Act 1875:

(2) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas water or electric lighting main pipe conductors or apparatus of the corporation until they shall have given to the town clerk of Nottingham seven clear days' notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas water and electric lighting mains pipes conductors and apparatus proposed to be interfered with:

(3) In constructing the additional arches or bridges for carrying the streets herein-after mentioned over the railway widening the Company shall so construct the same that the gradients

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thereof and of the approaches thereto shall not be steeper than the respective gradients herein-after mentioned (namely):—

Arkwright Street one in twenty-eight ;

Queen's Road (Western Approach) one in twenty-one ;

Queen's Road (Eastern Approach) one in twenty-five ;

Queen's Bridge Road and Queen's Walk one in twenty-one ;

London Road one in thirty :

- (4) The arches or bridges for carrying any street over the railway widening and the approaches thereto shall be of the same uniform width between the parapets as the bridges carrying the same respective streets over the existing railway and the parapets of all such bridges shall be of the same height :
- (5) The Company shall drain pave flag channel kerb and form the roadway and with footpaths on each side to the full length of the additional arches or bridges and the approaches thereto to the reasonable satisfaction of the engineer of the corporation :
- (6) The Company shall make a proper junction from the altered level of London Road with the road leading to the East Croft depôt but so that no part of such junction or the approaches thereto shall be steeper than one in twenty-five :
- (7) If it be found necessary to lengthen the footpath carrying the Trent Bridge footway over the railway widening the lengthened portion and the southern approach thereto shall not be less than twelve feet wide between the parapets and the said extended bridge and the southern approach thereto shall be constructed to the reasonable satisfaction of the engineer of the corporation :
- (8) The level of any street in the borough crossed or interfered with by the railway widening shall not be raised or lowered beyond the extent shown on the deposited plans without the consent of the corporation and the Company shall not so far as the levels of such streets are concerned take advantage of the provisions of the Railways Clauses Consolidation Act 1845 with respect to vertical deviation from the levels shown on the deposited plans :
- (9) The roads over the bridges to be constructed by the Company under this Act shall with the approaches thereto be maintained and kept in repair by the Company for a period of three years from the completion thereof respectively and shall thereafter be maintained and kept in repair by the corporation :
- (10) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 shall subject to the provisions of this Act extend and apply to the water and gas mains pipes and apparatus of the corporation and whenever in those sections the words "company" and

“society” are used the same shall for the purposes of this section be held to extend to and include the corporation : A.D. 1897.

- (11) Whenever it may be necessary to intercept or interfere with any sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved of by the corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by the corporation at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with and in such manner as shall be reasonably approved by the corporation :
- (12) Whenever the water gas or electric lighting mains pipes conductors or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining the supply of water gas or electricity to lay down additional mains pipes or conductors such additional mains pipes or conductors (of the same size and description as those previously in use) shall previous to the severance or interference be laid down by the corporation at the expense of the Company :
- (13) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer drain gas water or electric lighting main conductors or apparatus the Company shall repay to the corporation such additional cost :
- (14) In case it shall be necessary to construct the railway widening over any sewer drain gas water or electric lighting main or conductor of the corporation provision shall be made to the satisfaction of the corporation for protecting such sewer drain gas water or electric lighting main or conductor from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair :
- (15) The flags paving stones and other materials in any road or street in the borough which shall be interfered with by the Company in the execution of the works by this Act authorised and which cannot conveniently be used for the altered roads shall remain and be the property of the corporation :
- (16) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed on) upon the application of either of the parties in difference by the President of the Institution

A.D. 1897.

of Civil Engineers and the costs of the reference shall be borne as such arbitrator shall direct.

For protection of Great Northern Railway Company.

28. For the protection of the Great Northern Railway Company (in this section called "the Great Northern Company") the following provisions shall have effect (that is to say) :—

- (1) In this section the expression "the works" means the widening of the Company's railway at Nottingham Station and the works connected therewith so far as the said widening or works affect the Nottingham Canal or the towing path thereof or other the property of the Great Northern Company :
- (2) The works shall be executed in accordance only with such plans sections and specifications as shall have been reasonably approved by the principal engineer of the Great Northern Company and under his superintendence and to his reasonable satisfaction but in all things at the expense of the Company :
- (3) The Company or their contractors or any person in their respective employ shall not in any way obstruct or interfere with the free uninterrupted and safe user of the said canal or towing path or the conveyance or passage of traffic thereon :
- (4) The Company shall at all times maintain the works in substantial and good repair and order to the reasonable satisfaction of the said principal engineer and if and whenever the Company fail so to do the Great Northern Company may make and do as well in and upon the lands of the Company as on their own lands all such works and things as such engineer shall deem reasonably requisite and the sum to be from time to time certified by him as the reasonable amount of the expenditure incurred thereby shall be paid by the Company to the Great Northern Company and in default of payment may be recovered in any court of competent jurisdiction :
- (5) The Company shall not except with the consent of the Great Northern Company take use or interfere with any land or property of that company but shall acquire only such an easement in under and upon such of the lands works and property of the Great Northern Company as shall be necessary for the works and the Great Northern Company may and shall grant such easement accordingly The amount to be paid for the acquisition of such easement shall be settled in case of difference according to the provisions of the Lands Clauses Acts :
- (6) The Company shall on demand pay to the Great Northern Company all reasonable expenses of the employment by that

company during the construction of the works so far as they affect the said canal or towing path of a sufficient number of inspectors and watchmen to be appointed by the Great Northern Company for watching the said canal and towing path during such construction and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from any acts or defaults of the Company or their contractors or any person in their respective employ : A.D. 1897.

(7) The Company shall be responsible for and make good to the Great Northern Company all costs losses damages and expenses from time to time occasioned to that company or to their canal or other works and property or to the traffic thereon or to any company or person using the same by reason of the construction maintenance user or failure of the works or any of them or of any act or omission of the Company or their contractors or any person in their respective employ and the Company shall effectually indemnify and hold harmless the Great Northern Company from all claims and demands upon or against them by reason of any such construction maintenance user failure act or admission as aforesaid :

(8) If any difference shall arise between the respective engineers of the Company and the Great Northern Company under any provision of this section such difference shall be settled by an engineer to be agreed on between the said two Companies or failing agreement to be appointed on the application of either of them by the President of the Institution of Civil Engineers and the costs of such settlement shall be in the discretion of the said engineer.

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

30. If the Company fail within the period limited by this Act to complete the railways or any of them they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways other than the Grassmoor Junction are completed and opened for the public conveyance of passengers or until the Grassmoor Junction is completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the uncompleted railway or railways : Imposing penalty unless railways opened within time limited.

A.D. 1897.

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

Application
of penalty
in respect
of new
railways.

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

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

Power to
make new
road and
oo tpath.

32. 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 new road and footpath herein-after described with all proper works and conveniences connected therewith and may exercise the powers herein-after mentioned 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):—

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The Company may make a new road and footpath in the parish of Norton in the county of Derby commencing by a junction with the occupation road crossing over the north-western end of the Bradway Tunnel on the Company's Chesterfield and Sheffield Railway and terminating in the premises of the stone and brick works belonging to Tedbar John Tinker and the Company may stop up and discontinue and extinguish all rights of way over and appropriate to the purposes of the Company so much of the existing occupation road and footpath leading to the said works as lies between the intended new road and the Company's said railway.

33. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may from time to time enter upon take use and appropriate to the purposes of extending their stations sidings warehouses engine sheds workshops coal wharves depôts 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):—

Power to
acquire lands
for general
purposes.

In the West Riding of the county of York—

Lands in the township of Kimberworth in the parish of Rotherham lying on both sides of and adjoining the Company's railway from Sheffield to Rotherham near to and east of Meadow Hall;

Lands in the township of Calverley-with-Farsley in the parish of Calverley situate on the south side of and adjoining the Company's railway from Bradford to Leeds and lying between the River Aire and the Leeds and Liverpool Canal and north of the Ox Close Bridge over the said canal;

Lands in the township and parish of Rothwell situate on the north side of and adjoining the Company's railway from Derby to Leeds and extending from seven chains west of

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the mile post on that railway denoting seventy miles from Derby to six chains east of the Rothwell Haigh signal-box ;
Lands in the township of Holbeck in the parish of Leeds lying on the north-east side of and adjoining the Company's railway from Derby to Leeds and between Clowes Street and Nineveh Road ;

Lands in the township of Bramley in the parish of Leeds on the west side of and adjoining the Company's railway from Leeds to Bradford and adjoining and south of the Airedale Carriage and Wagon Works :

In the county of Lancaster—

Lands in the township and parish of Manchester lying near to the central station of the Cheshire Lines Committee and bounded by Windmill Street Mount Street Peter Street and Lower Mosley Street and the Company may stop up and appropriate to the purposes of the Company the site of any street court passage or place within the boundaries aforesaid and may construct a covered way across Windmill Street connecting the said lands with the said central station :

In the county of Derby—

Lands in the township of Belper in the parish of Duffield situate on the east side of and adjoining the Company's railway from Derby to Leeds and between the Derby Road and the River Derwent ;

Lands in the township and parish of Duffield lying on both sides of and adjoining the Company's railway from Derby to Leeds and between the Company's Duffield Station thereon and the south end of the Milford Tunnel on that railway :

In the county of Nottingham—

Lands in the township and parish of Beeston situate on the west side of and adjoining the Company's goods yard at their Beeston Station and north-east of and adjoining Station Road :

In the county of Stafford—

Lands in the township of Willenhall in the parish of Wolverhampton lying on the north side of and adjoining the Company's railway from Wolverhampton to Walsall and between Back Lane and St. Ann's Road :

In the county of Leicester—

Lands in the parish of Syston lying on the west side of and adjoining the Company's railway from Syston to Peterborough and north of and adjoining the public road leading from the Fosse Way to Syston ;

Lands in the township and parish of Melton Mowbray lying on the north side of and adjoining the Company's railway from Syston to Peterborough and west of and adjoining the works belonging to Messieurs Rust and Company;

Lands in the township of Freeby in the parish of Melton Mowbray lying on the north side of and adjoining the Company's railway from Melton to Peterborough near to and east of the Freeby level crossing on that railway;

Lands in the parish of Leicester situate on the north-east side of and adjoining the Company's railway from Desford to West Bridge Station Leicester and lying between the Fosse Road and the River Soar:

In the county of Middlesex—

Lands in the parish of All Hallows Tottenham lying on the east side of and adjoining the road from London to Tottenham known as High Street and north of and adjoining the Company's South Tottenham and Stamford Hill Station:

In the county of London—

Lands in the parish of St. Mary Battersea lying at the southern end of Linford Street and adjoining the Company's Wandsworth Road Depot:

In the city and county of Bristol—

Lands in the parish of South Bristol formerly Bedminster in the county of Somerset lying on the south side of and adjoining the Floating Harbour and between the Great Western Tannery and the Graving Dock at the Albion Dock Yard;

Lands in the parish of North Bristol formerly Saint Philip and Saint Jacob Without in the county of Gloucester lying on the north-west side of and adjoining the Company's railway from Bristol to Gloucester and on the south side of and adjoining Lawrence Hill.

34. The following provisions for the benefit and protection of the mayor aldermen and citizens of the city of Manchester in the county of Lancaster (in this section called "the corporation") shall unless otherwise agreed between the Company and the corporation be binding upon the Company and full effect shall be given thereto:—

For protec-
tion of
corporation
of Man-
chester.

(1) The Company may with the consent of the corporation under their common seal but not otherwise construct a covering across Windmill Street in such manner and upon such terms and conditions as may be expressed in and by any such consent Subject as herein-before mentioned the Company shall not either temporarily or permanently stop up obstruct or interfere

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—

with any of the following streets viz. Peter Street Lower Mosley Street Windmill Street or Mount Street in the city and shall so conduct their building operations that the traffic in those streets shall not either as regards the running of tramcars or general traffic be interfered with :

- (2) The Company shall not use the lands in the city of Manchester by this Act authorised to be held and acquired by them for any purposes other than those specified in the section of this Act the marginal note of which is "Power to Company to erect and equip hotels and refreshment rooms at Heysham and Manchester" :
- (3) The Company shall give up to the corporation without charge or payment for the purpose of widening Peter Street on its southerly side and Lower Mosley Street on its westerly side so much land as is shown upon the plan signed by John Allen McDonald on behalf of the Company and by T. de Courcy Meade the city surveyor on behalf of the corporation and may absorb and appropriate the site and soil of all streets courts and passages lying within the area bounded by Peter Street and Lower Mosley Street (as so respectively widened) and Windmill Street and Mount Street :
- (4) The gas and water pipes lamp-posts flags paving stones and other materials within the aforesaid lands so authorised to be acquired by the Company shall remain the property of the corporation and may be removed by them :
- (5) Whenever in execution of the powers in this Act contained it shall be necessary to alter or interfere with or disturb any of the paving or flagging of the streets or any sewers or drains or any of the water gas or other mains or pipes or apparatus belonging to the corporation the same shall be carried out by and under the direction of the corporation but at the expense in all respects of the Company :
- (6) The cost of all works and matters which are under this Act to be executed done or provided by the corporation at the cost of the Company and all other costs and expenses by this section made payable by the Company to the corporation shall be paid on demand and shall be recoverable in any court of competent jurisdiction :
- (7) In this section the following words and expressions have the meanings herein-after respectively assigned to them :—
 - "City" means the city of Manchester ;
 - "The city surveyor" means the surveyor for the time being of the city of Manchester ;
 - "Street" has the same meaning as in the Public Health Act 1875.

35. 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):—

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For protec-
tion of
Leicester
Corporation.

In this section the expression "the said land" means the land by this Act authorised to be acquired by the Company in the parish of Saint Mary Leicester and lying between Fosse Road and the River Soar and the expression "the surveyor" means the borough surveyor of Leicester:

The Company shall before entering upon the said land lower the Fosse Road and carry the same under the railway by a flat girder bridge of one span having throughout a clear width of not less than forty-five feet and a clear headway of not less than fifteen feet and shall construct under the said bridge and for a distance of two hundred and fifty feet on the northern side thereof and on the southern side thereof to the northern building line of Beatrice Road a roadway and footpaths fifty feet in width except under the bridge where the width shall be forty-five feet and shall also construct on each side of the said road as lowered a flagged footway not less than ten feet wide and shall kerb channel drain and complete the said road and footway to the reasonable satisfaction of the corporation:

The lowered road shall be formed by the Company on the southern side of the said bridge as far as the northern side of Beatrice Road with a gradient not steeper than one in thirty and on the northern side of the said bridge with a uniform gradient from the bridge abutment for a distance of two hundred and fifty feet to the level of the present roadway at that point:

The Company before they abolish the present roadway shall provide and until the completion thereof shall maintain a substituted road having a width of not less than eighteen feet:

From and after the completion of the altered road and footways the corporation shall maintain the same:

The said bridge shall be so constructed as to prevent as far as practicable the dripping of water on the road and footways beneath and shall have on each side thereof a close screen or parapet not less than six feet high which shall be continued for a length of ten feet beyond each end of the bridge:

The abutments and foundations of the said bridge shall be carried to such a depth below the surface of the said road as lowered as to admit of the construction by the corporation of any sewer required to be constructed under the said road at a depth not greater than five feet:

A.D. 1897.

The provisions of sections 18 to 23 (both inclusive) of the Railways Clauses Consolidation Act 1845 shall extend and apply to the gas and water mains pipes and apparatus of the corporation and to the corporation in respect thereof as though the corporation were a gas or water company or society except that all such mains and pipes shall be laid at such a depth as the corporation shall reasonably require :

Upon the completion of the said road the corporation shall pay to the Company the sum of two thousand pounds :

The Company shall not erect any building over or do anything either in the construction or use of the railway or sidings which may injure the foul or storm water sewers constructed in the said land or which may interfere with the free and unobstructed flow of sewage and storm water through the same sewers respectively nor shall the Company place any line of railway over any manhole or lamphole connected with any such sewer without providing other lampholes or manholes to the reasonable satisfaction of the corporation :

The Company shall from time to time upon the request in writing of the corporation in that behalf under the hand of the town clerk give the corporation free of cost reasonable access over the said land or any portion thereof which they may acquire under the powers of this Act in order to enable the corporation to repair and maintain such sewers :

If the Company shall acquire the said land they shall forthwith construct through the said land and under the existing railway embankment parallel to and adjoining the existing Danehills storm overflow sewer of the corporation two brick or stone watertight culverts each of such culverts to have an internal diameter not less than four feet six inches and shall permit the corporation to connect such culverts with the culverts to be constructed in an intended new street to be called Paget's Road on the south-western side of the railway :

The corporation and their officers and workmen shall have free ingress and egress to and from the said land (if purchased by the Company) at all reasonable times with or without horses and carts for the purpose of inspecting repairing and maintaining the said culverts :

Upon the completion of the said culverts the Company may fill up and remove the existing flood openings under their railway and sidings between the points marked C and D upon a plan signed by John Allen McDonald the engineer of the Company and Enoch George Mawbey the surveyor and may fill up the existing culvert and ditch between the points marked E and F on the same plan :

All works to be executed under the provisions of this section and all works to be executed by the Company under this Act in any way affecting the said road sewers watercourse or property of the corporation shall be executed by and at the cost in all things of the Company (except the said payment of two thousand pounds by the corporation to the Company) and as to the road sewers and watercourse to the reasonable satisfaction of the corporation and in accordance with plans sections and specifications submitted to the surveyor and approved of by him before the commencement of the work Provided that if the surveyor should fail to approve disapprove or state his requirements in relation to the said plans sections and specifications within twenty-eight days after the submission thereof he shall be deemed to have approved thereof:

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

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.

36. If the Company acquire lands in the parish of Saint Mary Battersea under the powers of this Act they shall give up to the London County Council without charge sufficient land to enable Linford Street to be widened to its junction with Seymour Street to a width equal to the widened portion of that street.

For protec-
tion of
London
County
Council.

37. If and while the Company are possessed under this Act of any lands in the parish of Saint Mary Battersea assessed or liable to be assessed to any sewers rate main drainage rate lighting rate or general purposes rate they shall from time to time until the works for the purposes for which the Company are by this Act authorised to acquire the lands above referred to are completed and assessed or liable to be assessed to the respective rates be liable to make good the deficiency in the assessment for the respective rates by reason of those lands being taken or used for the purposes of the said works and the deficiency shall be computed according to the rental at which those lands with any buildings thereon are

Local rates
of parish of
St. Mary
Battersea
to be made
good.

A.D. 1897. now rated and on demand the Company shall pay the deficiency to the collector of the respective rates.

For protection of corporation of Bristol.

38. Nothing in this Act shall empower the Company to enter upon take or use any lands now vested in the mayor aldermen and burgesses of the city of Bristol (in this section called "the corporation") without their consent or to acquire or interfere with any powers rights or privileges of the corporation in or over the towing path forming part of the lands in the city and county of Bristol by this Act authorised to be acquired by the Company or in or over the floating harbour or the banks or sides thereof.

Confirming purchase from Marquess of Anglesey.

39. And whereas the Company have purchased from the Marquess of Anglesey and his trustee certain lands in the parish of Burton-upon-Trent in the county of Stafford in consideration of an annual rentcharge of four thousand seven hundred and fifty-three pounds two shillings and sixpence and it is expedient that provision should be made with reference thereto as herein-after contained Therefore the purchase of the said lands is hereby confirmed and notwithstanding anything contained in section 5 of the Lands Clauses Consolidation Acts Amendment Act 1860 no reduction in the borrowing powers of the Company shall be made in respect of the said rentcharge But nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance having been or being caused or permitted by them upon any lands houses or property so purchased by them and to which this section relates.

Company may hold certain lands already acquired.

40. The Company may hold and may use and appropriate for any purpose connected with their undertaking the following lands which have already been acquired by them (that is to say):—

Lands in the parish of Heysham in the county of Lancaster lying on both sides of and adjoining Longlands Lane and being the property known as Heysham Tower;

Lands in the parish of Saint Alkmund in the county of Derby lying on the north side of and adjoining the River Derwent and south and east of the Company's property at Chaddesden sidings;

Lands in the city of Bristol lying between and adjoining Avon Street and the floating harbour and south-east of and adjoining the Company's lower wharf:

And the expenditure of money by the Company in or about the purchase of the said lands is hereby sanctioned and confirmed But nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance

having been or being caused or permitted by them upon any lands houses or property acquired by them as aforesaid and to which this section relates. A.D. 1897.

41. Subject to the provisions of this Act the new road and footpath to be made under the authority of the section of this Act of which the marginal note is "Power to make new road and footpath" shall when made and completed be from time to time repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as the existing occupation road and footpath referred to in that section are from time to time liable to be repaired or maintained: Provisions as to repair of roads &c.

If any question shall arise between the Company and any of such parties as to the due completion of 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.

42. 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 discontinued and the fee simple and inheritance thereof (except where by this Act otherwise provided) if the Company are or if and when under the powers of this Act or of any other Act relating to the Company already passed they become the owners of the lands on both sides thereof 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 the Company for the purposes of their undertaking. As to vesting of site and soil of portions of roads &c. stopped up.

43. 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. Extinguishment of rights of way &c.

44. The Company 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.

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Period for compulsory purchase of lands.

Power to owners to grant easements &c.

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

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

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

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

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

other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other greater or less portion thereof (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including 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 such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained

A.D. 1897. 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.

Power to
acquire ease-
ments for
constructing
tunnels.

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

Restrictions
on displacing
persons of
labouring
class.

49.—(1) The Company shall not under the powers of this Act purchase or acquire in any parish in the metropolis as defined by the Metropolis Management Act 1855 twenty or more houses or in any other city borough or urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(A) Shall have obtained the approval in the case of the metropolis of the Secretary of State for the Home Department or in any other case of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the said fifteenth day of December

or for such number of persons as the said Secretary of State or the Local Government Board (as the case may be) shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

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

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

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

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

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

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the said Secretary of State or the Local Government Board (as the case may be) by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom:

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

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(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands beyond the metropolis by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

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

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the said Secretary of State or the Local Government Board (as the case may be) may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as he or they may see fit.

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

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

(10) The said Secretary of State or the Local Government Board (as the case may be) may direct any inquiries to be held which

he or 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 may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed shall for the purposes of any such inquiry have all such powers as inspectors of the Local Government Board have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(11) The Company shall pay to the said Secretary of State any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a reasonable sum to be fixed by the said Secretary of State for the services of such inspector.

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

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

(14) For the purposes of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing

A.D. 1897. — 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 construction of Chapel-town Branch Extensions.

50. The period limited by the Midland Railway Act 1892 for the completion of so much of the Chapeltown Branch Extensions by that Act authorised as was not authorised to be abandoned by the Midland Railway Act 1894 is hereby extended for a period of three years from the twenty-eighth day of June one thousand eight hundred and ninety-seven and sections 21 and 22 of the said Act of 1892 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:

If the Chapeltown Branch Extensions are not completed within the said period of three years then on the expiration of that period the powers by this Act granted to the Company for making and completing the same respectively or otherwise relating thereto shall cease except as to so much thereof respectively as shall then be completed.

Extending time for sale of certain superfluous lands.

51. 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 in the parishes enumerated in the Third Schedule to this Act 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:

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.

Company and Tilbury Company may guarantee capital of Tottenham Company.

52. The Company and the Tilbury Company or either of those companies may with the authority of three-fourths of the votes of their respective shareholders present in person or by proxy at a general meeting of the Company or the Tilbury Company (as the case may be) specially convened for the purpose from time to time guarantee a fixed rate of interest or dividend upon the share capital of the Tottenham Company authorised by the Tottenham and

Forest Gate Railway Act 1894 and the Company and the Tilbury Company respectively may from time to time out of their respective incomes applicable to dividend on their ordinary capital (but not out of any other fund) discharge any moneys which they may be called upon to pay upon or in respect of the guarantee by this Act authorised.

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53. And whereas the New Mills and Heaton Mersey Railway will form part of a route between places on the railway of the Company eastward of New Mills on the one hand and Manchester Liverpool and other places in Lancashire and Cheshire on the other hand alternative with the existing route formed by railways of which the portions between New Mills Junction and Bredbury Junction are the property of the Sheffield and Midland Railway Companies Committee (in this section called "the committee") and it is just that provision should be made for protecting the committee against loss of revenue by reason of the construction and use of the New Mills and Heaton Mersey Railway Therefore the following provisions shall have effect (that is to say) :—

For protection of Sheffield and Midland Railway Companies Committee.

- (1) An account shall be taken of the gross receipts of the committee for the year one thousand eight hundred and ninety-six in respect of traffic of every description passing over the railways of the committee and coming from or destined for the railways of the Company viâ New Mills Junction The sum certified by the secretary for the time being of the Railway Clearing House as the amount of such receipts shall be accepted by the committee and the Company as the actual amount of such receipts during the year one thousand eight hundred and ninety-six and is in this section referred to as the certified amount:
- (2) As soon as conveniently may be after the end of every year subsequent to the completion and opening for public traffic of the New Mills and Heaton Mersey Railway an account shall in like manner be taken of the gross receipts of the committee during such year in respect of the traffic aforesaid and the sum certified as aforesaid as the amount of such receipts shall be accepted by the committee and the Company as the actual amount of the receipts during the year to which such account relates :
- (3) If in any year after the opening of the New Mills and Heaton Mersey Railway as aforesaid the amount of such receipts shall be less than the certified amount the Company shall pay to the committee a sum equal to seventy-five per centum of the difference between the amount of such gross receipts during such year and the certified amount and such sum shall be

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deemed to be payable at the expiration of one month from the date when the certificate of the said secretary shall have been given and shall be recoverable by the committee from the Company in any court of competent jurisdiction.

Working
agreements.

54. The Company on the one hand the Lancashire Derbyshire and East Coast Railway Company and the Sheffield District Railway Company or either of those companies on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 enter into and carry into effect agreements with respect to the construction maintenance and management use and working of the Treeton and Brightside Railway and with respect to the use by either of the contracting companies of any portions of the system of railways belonging to the others or other of them.

Provision as
to viaduct
over St.
Pancras
Gardens.

55. Notwithstanding anything contained in section 84 of the Midland Railway (Extension to London) Act 1863 the Company may by agreement with the vestry of the parish of Saint Pancras fill up and embank the spaces under the viaduct carrying the Company's goods and mineral lines over the Saint Pancras Gardens Provided that in exercising the powers of this section the Company shall not make any excavation below the present surface of the land under the said viaduct.

Power to
Company to
erect and
equip hotels
and refresh-
ment rooms
at Heysham
and Man-
chester.

56. The Company may on the lands in the parish of Heysham and in the city of Manchester by this Act authorised to be held and acquired respectively build provide and maintain as part of their undertaking in addition to the hotels mentioned in section 39 of the Midland Railway (New Works &c.) Act 1877 and section 52 of the Midland Railway Act 1892 hotels refreshment rooms and other like accommodation and they may furnish stock and equip such hotels and refreshment rooms may manage and conduct the same and the business thereof and may employ officers managers and servants therein or in connexion therewith and they may apply their corporate funds to those purposes or any of them and the Company may let on lease or otherwise for any period not exceeding twenty-one years the said hotels and refreshment rooms or other like accommodation so provided by them as aforesaid.

Provisions
as to vesting
of under-
taking of
Kettering
Company in
Company.

57. And whereas the undertaking of the Kettering Thrapston and Huntingdon Railway Company (in this Act called "the Kettering Company") is worked by the Company under a perpetual agreement on the terms of paying to the Kettering Company a fixed perpetual minimum annual rent of seventeen thousand five hundred pounds and a further contingent rent (which has not

hitherto been earned) calculated at the rate of twenty per centum on the excess of the annual gross receipts of the undertaking of the Kettering Company over thirty-five thousand pounds per annum And whereas the Kettering Company have no unexercised powers of raising capital And whereas it is expedient that the undertaking of the Kettering Company should be vested in the Company as herein-after provided Therefore the following provisions shall have effect (that is to say):—

- (1) The Company may in addition to any other sums which they are by this Act authorised to raise create and issue for the purposes of this section the amounts herein-after specified of the stocks herein-after respectively mentioned (that is to say):—

Midland Railway three per centum debenture stock	£113400
Midland Railway four per centum guaranteed stock	£342500
Midland Railway four per centum preference stock	£25000

Such stocks shall be deemed to be fully paid and shall respectively form part of and rank *pari passu* with other like stocks of the Company and shall carry interest or dividend from the first day of July one thousand eight hundred and ninety-seven:

- (2) The said sum of one hundred and thirteen thousand four hundred pounds debenture stock shall be issued by the Company to the Kettering Company who shall transfer to each holder of the existing four and a half per centum debenture stock of the Kettering Company in substitution for the debenture stock of the Kettering Company held by him such an amount of the debenture stock of the Company as such holder may have agreed or may agree to accept in lieu thereof or (in default of agreement) such an amount of the debenture stock of the Company as will produce an annual income equal to the annual income derivable from the debenture stock of the Kettering Company for which such debenture stock of the Company is substituted:
- (3) The said sum of three hundred and forty-two thousand five hundred pounds guaranteed stock shall be issued by the Company to the Kettering Company who shall transfer to each holder of the existing four per centum guaranteed A stock and four per centum guaranteed B stock of the Kettering Company in substitution for the guaranteed stock or stocks of the Kettering Company held by him such an amount of the guaranteed stock of the Company as such holder may have

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agreed or may agree to accept in lieu thereof or (in default of agreement) an amount of guaranteed stock of the Company of the same nominal value as the guaranteed stock or stocks of the Kettering Company for which such guaranteed stock of the Company is substituted :

- (4) Provided always that if within two months after the passing of this Act the Kettering Company shall by notice in writing request the Company to issue any portion or portions of the said sums of Midland Railway debenture stock and Midland Railway guaranteed stock to any holder or holders of debenture stock or guaranteed stock of the Company who would be entitled to a transfer of the same under the foregoing provisions of this section then and in such case the Company may and shall issue the same to such holder or holders accordingly instead of to the Kettering Company :
- (5) On the issue by the Company to the Kettering Company or to the holders of the debenture stock or guaranteed stocks of the Kettering Company of the said sums of debenture stock and guaranteed stock of the Company all liability of the Company in respect of the before-mentioned fixed perpetual minimum annual rent shall by virtue of this Act be extinguished as from the said first day of July one thousand eight hundred and ninety-seven :
- (6) If any balance of the said amounts of one hundred and thirteen thousand four hundred pounds debenture stock and three hundred and forty-two thousand five hundred pounds guaranteed stock of the Company shall remain over after the allotments are made to the holders of the existing debenture and guaranteed stocks of the Kettering Company the amount thereof shall be issued or transferred to the liquidators to be appointed in the winding up of the Kettering Company as herein-after provided or as they shall direct and shall be treated as part of the assets of the Kettering Company :
- (7) The said sum of twenty-five thousand pounds preference stock shall be issued by the Company to the said liquidators of the Kettering Company within seven days after their appointment or on the first day of July one thousand eight hundred and ninety-seven whichever shall last happen and thereupon all liability of the Company in respect of the before-mentioned further contingent rent shall by virtue of this Act be extinguished :
- (8) On the completion of the issue by the Company of the said sums of debenture guaranteed and preference stock as aforesaid and subject to the provisions of this section the undertaking of the Kettering Company shall as on and from the first day

of July one thousand eight hundred and ninety-seven which A.D. 1897.
date is herein-after referred to as "the date of vesting" be
transferred to and vested in the Company and the Kettering
Company shall as from the date of vesting be dissolved except
for the purpose of winding up their affairs as provided by
this Act and of otherwise carrying into effect the provisions
of this Act:

The vesting shall be deemed to be an amalgamation of the
undertaking of the Kettering 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)
are hereby incorporated with this Act and shall extend and
apply thereto accordingly subject to the provisions herein
contained:

- (9) As on and from the date of vesting the Company shall hold
the undertaking of the Kettering Company freed and discharged
as between the two companies from all debts liabilities
obligations and engagements of the Kettering Company and
from all claims or demands whatsoever on the part of any
of the creditors of the Kettering Company or of any other
person or persons in respect of any debt or liability of the
Kettering Company or of the holders of any of the stocks
in the Kettering Company except as provided in this Act
and thereupon the Kettering 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 1893
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
Kettering 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 Kettering Company
convened and held in pursuance of and in accordance with the
provisions contained in the Acts of Parliament of the Kettering
Company and the Acts incorporated therewith may and shall
take effect as resolutions of a company duly registered:
- (10) The Company shall not be bound to see to the application
or appropriation of or be liable for the misapplication or
misappropriation of any stock issued by them to the Kettering
Company or to the said liquidators or to any person or

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persons on the request or by the direction of the Kettering Company :

- (11) All debenture or guaranteed stock of the Company issued or transferred to holders of stocks in the undertaking of the Kettering Company under the powers of this Act shall be held subject to the same trusts and obligations as those upon or to which the stock in the undertaking of the Kettering Company in respect of which such stock of the Company is issued was immediately before the date of vesting held or subject and so as to give effect to and not revoke any deed or other instrument or any testamentary disposition of or affecting any such stock in the undertaking of the Kettering Company and every deed or other instrument or testamentary disposition of or affecting such stock shall take effect with reference to the whole or a proportionate part of the stock so substituted therefor as the case may be :
- (12) When and so soon as the affairs of the Kettering Company are wound up and their assets distributed as in this Act provided the Kettering Company shall by virtue of this Act be dissolved :
- (13) All the provisions of the Kettering and Thrapston Railway Act 1862 and of any other Act or Acts relating to the Kettering Company except those relating to the share and loan capital of that company shall (so far as applicable and subject to the provisions of this Act) have effect as if the Company had been named throughout the same instead of the Kettering Company.

Conversion
of debenture
stock.

58. On the first day of April one thousand eight hundred and ninety-eight the then existing and authorised three per centum debenture stock of the Company shall be by virtue of this Act cancelled and extinguished and on that day there shall be by virtue of this Act and without further or other authority created in lieu thereof two and a half per centum debenture stock of the Company to an amount exceeding by twenty per centum the nominal amount of the stock so cancelled and extinguished Every holder of the existing three per centum debenture stock shall be entitled to and shall receive in substitution for every one hundred pounds of such stock held by him one hundred and twenty pounds of the new two and a half per centum debenture stock and so in proportion for every fraction of one hundred pounds.

Consolida-
tion of
guaranteed
and rent-
charge
stocks.

59. Subject to the provisions of this Act the Company may consolidate the under-mentioned guaranteed and rentcharge stocks into one guaranteed stock of one class and bearing interest at the uniform rate of two pounds ten shillings per centum per annum :

The stocks to which this clause refers are as follows:—

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	Amount on 31st December 1895.		
	£	s.	d.
Four per cent. consolidated perpetual rent-charge stock - - - - -	3899121	5	0
Sheffield and Rotherham perpetual preferential stock - - - - -	150000	0	0
Four per cent. consolidated perpetual guaranteed preferential stock - - - - -	5994576	12	6

Provided always that such consolidation shall not take effect unless and until it shall have been submitted to and approved by separate meetings of the holders of each of the above-mentioned stocks in manner provided by this Act:

Each such separate meeting shall be convened by the directors in like manner as an extraordinary general meeting of the Company and shall be held not sooner than fourteen days nor later than one month after notices convening the meeting and stating the object thereof and the general nature of the proposed consolidation shall have been sent to the then holders of the existing stocks:

The consolidation shall not be deemed to be approved at any such separate meeting unless it be approved of by the holders present in person or by proxy of at least three fourths of the stock represented at such meeting:

If the consolidation be approved at each such separate meeting it shall thereupon take effect and there shall be created by virtue of this Act and without any further or other authority new two and a half per centum perpetual guaranteed stock of the Company bearing interest as aforesaid to such amount as may be requisite for giving effect to the provisions of this section:

Upon the said consolidation taking effect every holder of existing stock shall be entitled to and shall receive in substitution for every one hundred pounds of such stock held by him such an amount of the new two and a half per centum perpetual guaranteed stock as will yield him an equivalent annual return to that which he now receives that is to say each holder of one hundred pounds of the above-mentioned rentcharge stock or guaranteed stock shall be entitled to one hundred and sixty pounds of the new stock and each holder of one hundred pounds Sheffield and Rotherham stock shall be entitled to two hundred and forty pounds of the new stock and so in proportion for every fraction of one hundred pounds of each of such stocks respectively and each holder of Sheffield and Rotherham existing stock shall be further entitled in consideration of the present immunity of that stock from liability to income tax to an amount of ten pounds of the new two and a half per centum

A.D. 1897. — perpetual guaranteed stock for each one hundred pounds of existing stock and so in proportion for every fraction of one hundred pounds.

Conversion
of preference
stock.

60. On the first day of April one thousand eight hundred and ninety-eight the then existing and authorised four per centum perpetual preference stock of the Company shall be by virtue of this Act cancelled and extinguished and on that day there shall be by virtue of this Act without further or other authority created in lieu thereof two and a half per centum perpetual preference stock of the Company to an amount exceeding by sixty per centum the nominal amount of the stock so cancelled and extinguished :

Every holder of the existing four per centum perpetual preference stock shall be entitled to and shall receive in substitution for every one hundred pounds of such stock held by him one hundred and sixty pounds of the new two and a half per centum perpetual preference stock and so in proportion for every fraction of one hundred pounds.

Extinction
of existing
and creation
of new
ordinary
stock.

61. On the first day of October one thousand eight hundred and ninety-seven or on such other day as the directors shall prescribe all the existing and authorised ordinary stock of the Company shall be by virtue of this Act cancelled and extinguished and on that day there shall be by virtue of this Act without further or other authority created ordinary stock of the Company to the amount of seventy millions eight hundred and sixty-nine thousand eight hundred and ninety-four pounds and sixteen shillings in lieu of and in substitution for the stock cancelled and extinguished as aforesaid.

Incidents of
new ordinary
stock.

62.—(1) Of the new ordinary stock one half that is to say thirty-five millions four hundred and thirty-four thousand nine hundred and forty-seven pounds and eight shillings shall be termed preferred converted ordinary stock and shall be entitled to a uniform dividend at the rate of two pounds ten shillings per centum per annum which shall subject to the provisions of this Act be payable out of the profits of each half-year next after the dividend on any preference stock of the Company Provided that if in any half-year the amount of the divisible profits shall be insufficient to pay the half-yearly dividend on the preferred converted ordinary stock at the rate aforesaid any deficiency in respect of that half-year shall be made good out of the profits of the next succeeding half-year in priority to any dividend on the deferred converted ordinary stock but such deficiency shall not be made good out of the profits of any subsequent half-year.

(2) The other half that is to say thirty-five millions four hundred and thirty-four thousand nine hundred and forty-seven pounds and eight shillings shall be termed deferred converted ordinary stock and shall be entitled to such half-yearly dividend as may be from time to time declared thereon by a general meeting after providing for payment of the dividends payable on any such preference stock as aforesaid and on the preferred converted ordinary stock for the time being created and issued.

(3) Preferred converted ordinary stock and deferred converted ordinary stock shall respectively confer upon the holders thereof the same rights of voting at general meetings of the Company as but for this Act would have been conferred by a like nominal amount of the existing ordinary capital of the Company.

(4) The provisions of the Companies Clauses Consolidation Act 1845 with respect to the transfer and transmission of shares shall apply mutatis mutandis to the converted stocks.

(5) The qualification of a director of the Company shall be the holding in his own right of two thousand pounds of preferred converted ordinary stock and two thousand pounds of deferred converted ordinary stock.

63. Every holder of the existing ordinary stock shall be entitled to and shall receive in substitution for every one hundred pounds held by him of that stock one hundred pounds preferred converted ordinary stock and one hundred pounds deferred converted ordinary stock and so in proportion for every fraction of one hundred pounds.

Substitution of new for existing ordinary stock.

64. The Company shall not issue any part of the preferred converted ordinary stock created by this Act in respect of existing ordinary stock unissued at the passing of this Act unless and until they shall have issued an equal amount of the deferred converted ordinary stock created in respect of such unissued existing stock.

As to capital created but not issued.

65. Notwithstanding the conversion of the ordinary stock of the Company under the powers of this Act the forms of accounts and of returns prescribed by and referred to in the Regulation of Railways Act 1868 and in the Railways Regulation Amendment Act 1871 or in any Act amending the same shall from time to time continue to be made up so as to show the amount of ordinary capital authorised created and received as if such conversion had not taken place but the statement of capital account shall set forth in addition to the particulars required by the First Schedule to the said first-mentioned Act the amounts of preferred converted ordinary stock and deferred converted ordinary stock respectively.

As to statements of accounts under the Regulation of Railways Acts.

A.D. 1897.

Conversion
not to
increase
borrowing

66. Any increase in the nominal amount of the preference to ordinary capital of the Company by virtue of this Act shall not increase the amount which under any Act or Acts the Company are authorised to borrow upon mortgage or by the creation and issue of debenture stock and for the purpose of any such Act or Acts the amount of capital in respect of which the borrowing powers of the Company may be exercised shall be taken to be the amount of which the capital of the Company would have consisted if the ordinary stock had not been converted under this Act.

Dividends to
be declared
on ordinary
stock as if
unconverted.

67. The Company shall notwithstanding the conversion under the powers of this Act of any ordinary stock continue to ascertain and declare their dividends on the amount of ordinary stock which would have been entitled to dividend if no such conversion had taken place and the dividend so declared shall for all purposes including the Trustee Act 1893 and the Trusts (Scotland) Amendment Act 1884 be held to be the dividend upon the ordinary stock of the Company.

Power of
trustees
executors
&c. to accept
new stock.

68. Trustees executors administrators and all other holders in any representative or fiduciary capacity of existing guaranteed rentcharge preferential preference or ordinary stock of the Company are hereby expressly authorised to apply for accept and hold any stock issued in exchange therefor under the powers of this Act and to enter into agreements for the purposes of this Act and are hereby indemnified for all acts bonâ fide done by them in pursuance of the provisions of this Act.

New stock
to be held
on same
trusts &c.
as existing
stock.

69. The stock by this Act substituted for any existing stock shall be held in the same rights on the same trusts and subject to the same powers provisions charges and liabilities as those on or to which such existing stock was held immediately before the substitution and so as to give effect to and not to revoke any deed will or other instrument or testamentary or other disposition disposing of or affecting such existing stock and every such deed will or other instrument or testamentary or other disposition shall take effect with reference to the whole or a proportionate part as the case may be of the substituted stock and in the case of ordinary stock with reference to equal proportions of preferred and deferred converted ordinary stock.

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

70. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 from time to time raise by the creation and issue of new preference stock such sums of money as they shall think necessary not exceeding nine hundred and sixty thousand pounds exclusive of the other moneys which they are or may be by this or any other Act or Acts of Parliament authorised

to raise And the preference stock so created 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 four per centum preference stock.

A.D. 1897.

71. The Company may from time to time 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.

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

Provisions with respect to appointment of a receiver.

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

73. 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

Existing mortgages to have priority.

A.D. 1897. 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.

74. 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.

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

Interest not to be paid on calls paid up.

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

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

77. The Company shall not out of any money by this Act authorised to be raised by them pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

78. Nothing in this Act contained shall exempt any of the companies 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 now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the said companies respectively.

Costs of Act.

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.

SCHEDULES referred to in the foregoing Act. A.D. 1897.

FIRST SCHEDULE.

DESCRIBING PROPERTIES of which PARTS only are required to be taken.

Number on deposited Plans.	Parish.	Description of Property.
NEW MILLS AND HEATON MERSEY RAILWAY.		
63	Newtown -	Reservoir.
19	Disley - -	Field and reservoir.
61	Cheadle - -	Field and sewer.
STAIRFOOT AND CUDWORTH RAILWAY.		
39	Ardsley - -	Yard and urinal.
106	Ardsley - -	Field and footpath.
107	Ardsley - -	Field and footpath.
108	Ardsley - -	Field footpath and occupation road.
5	Monk Bretton -	Plantation brook course and occupation road.
6	Monk Bretton -	Occupation road bridle road and footpath.
6A	Monk Bretton -	Plantation.
7	Monk Bretton -	Plantation and occupation road.
TREETON AND BRIGHTSIDE RAILWAY.		
30	Tinsley - -	Land and brickworks.
33	Tinsley - -	Land and shed.
WIDENING AT NOTTINGHAM.		
114A.	Saint Mary Nottingham -	Van builder's works yard and arches.
117	" " -	Public road (London Road) and arches.
NEW ROAD AT DORE.		
7	Norton - -	Stone quarry and brickworks.

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SECOND SCHEDULE.

DESCRIBING PROPERTIES under which an EASEMENT only is required to be taken.

Parish.	Number on deposited Plan.
NEW MILLS AND HEATON MERSEY RAILWAY.	
Disley - -	22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55.
Marple - -	1 1A 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44.
Norbury - -	1 2 3 4 5 6 7 8 9.
STAIRFOOT AND CUDWORTH RAILWAY.	
Ardsley - -	92 93 94 95 95A.
TREETON AND BRIGHTSIDE RAILWAY.	
Catcliffe - -	55 56 57 57A.

THIRD SCHEDULE.

SUPERFLUOUS LANDS.

Railway.	Parish.
Snydale Branches - - -	Warmfield. Normanton. Featherstone.
Stroud Branch Deviation - - -	Rodborough. Stroud.
Keighley Widening - - -	Keighley.

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