



## CHAPTER ccliii.

An Act to enable the Great Central Railway Company to make new railways to acquire additional lands to stop up certain streets to extend the time for the compulsory purchase of certain lands for the completion of certain railways and for the sale of superfluous lands to raise additional capital to confer further powers upon the Manchester South Junction and Altrincham Railway Company to confirm an agreement with the Great Northern Railway Company to make agreements with the Great Western Railway Company and for other purposes. A.D. 1898.

[12th August 1898.]

**W**HEREAS it is expedient that the Great Central Railway Company formerly the Manchester Sheffield and Lincolnshire Railway Company (herein-after called "the Company") should be authorised to construct the railways and other works herein-after described :

And whereas it is expedient that the Company should be authorised to acquire by compulsion or agreement for the purposes of their undertaking the lands herein-after described in the several counties of Lancaster Nottingham Northampton and London :

And whereas it is expedient that the times respectively limited by the Acts relating to the Company for the compulsory purchase of certain lands and for the completion of such of their railways as are herein-after mentioned should be extended as herein-after provided :

And whereas it is expedient that the Manchester South Junction and Altrincham Railway Company (herein-after called "the Altrincham Company") should be authorised to make and maintain the widening alteration and improvement of the portion of their undertaking herein-after described and to acquire such lands as may be necessary for that purpose :

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

And whereas it is expedient for the more efficient and convenient working and maintenance of their railways that the Company should be empowered to erect cottages and dwelling-houses for the use and occupation of their workmen and servants adjoining or near their railway on lands which they have acquired for the purposes of their undertaking and it is also expedient in order to save capital expenditure by the Company that they should be authorised to enter into contracts and agreements with persons willing to acquire so much of the said lands as may be required for the erection of the said cottages and dwelling-houses and to carry into effect such other powers with reference thereto as are in this Act provided :

And whereas it is expedient that the railways at Nottingham Nos. 1 2 3 and 4 forming communications between the respective systems of the Company and the Great Northern Railway Company and the Nottingham Joint Station authorised by the Manchester Sheffield and Lincolnshire Railway Act 1895 and all the powers of the Company in connexion therewith should be transferred to and vested in the Nottingham Joint Station Committee incorporated by the Great Central Railway Act 1897 and that the powers of the Company so far as not already exercised for the construction thereof should be transferred to the said Committee and that with this view the heads of agreement between the Company and the Great Northern Railway Company set forth in the Second Schedule hereto should be confirmed :

And whereas it is expedient that the Company should be authorised to raise such further capital as may be necessary for the several purposes by this Act authorised and for the general purposes of their undertaking :

And whereas it is expedient that the Company and the Great Western Railway Company should be authorised to enter into agreements for the purposes herein-after expressed :

And whereas plans and sections showing the lines and levels of the railways widening and works authorised by this Act and also books of reference thereto containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act and plans of the other lands by this Act authorised to be taken compulsorily with books of reference

thereto were duly deposited with the respective clerks of the peace for the counties of Middlesex London Northampton Nottingham Derby and Lancaster and are herein-after respectively referred to as the deposited plans sections and books of reference: A.D. 1898.

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

1. This Act may be cited as the Great Central Railway Act Short title.  
1898.

#### PART I.—PRELIMINARY.

2. This Act is divided into parts as follows:—

Part I.—Preliminary.

Part II.—New works &c.

Part III.—New works &c. of Altrincham Company.

Part IV.—Extensions of time.

Part V.—Confirming scheduled agreement with Great Northern Railway Company.

Part VI.—Capital.

Part VII.—Agreements with Great Western Railway Company.

Part VIII.—Miscellaneous.

Division  
of Act into  
parts.

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of the borrowed money into capital;

The consolidation of the shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

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The making of dividends ;

The giving of notices ; and

The provision to be made for affording access to the special Act by all parties interested ;

and Parts I. II. and III. of the Companies Clauses Act 1863 as amended by subsequent Acts relating respectively to the cancellation and surrender of shares to additional capital and to debenture stock are (except where expressly varied by this Act) incorporated with and form part of this Act and shall apply to the Company and to the capital they are by this Act authorised to raise.

Interpretation.

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

“The Company” means the Great Central Railway Company ;

“The Altrincham Company” means the Manchester South Junction and Altrincham Railway Company ;

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

“The Act of 1891” means the Manchester Sheffield and Lincolnshire Railway (Various Powers) Act 1891 ;

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

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

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

“The Act of 1895” means the Manchester Sheffield and Lincolnshire Railway Act 1895 ;

“The Act of 1896” means the Manchester Sheffield and Lincolnshire Railway Act 1896 ;

“The Act of 1897” means the Great Central Railway Act 1897.

## PART II.—NEW WORKS &c.

Power to make railways.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and works herein-after described with all proper stations sidings junctions approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans

and described in the deposited books of reference as may be required for that purpose. The railways and works herein-before referred to and authorised by this Act are—

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A Railway (No. 1) six miles one chain or thereabouts in length wholly in the county of Middlesex commencing in the parish of Ruislip by a junction with the Railway No. 1 authorised by the Great Western Railway Act 1897 at a point thereon six miles fifty-six chains or thereabouts from the commencement thereof and terminating in the parish of Willesden by a junction with the railway of the Company authorised by the Act of 1896 at a point thereon fifty-five chains or thereabouts from the commencement thereof:

A Railway (No. 2) three furlongs five chains or thereabouts in length wholly in the parish of Kirkby-in-Ashfield in the urban district of Kirkby-in-Ashfield and the county of Nottingham commencing by a junction with the railway of the Company at a point thereon one hundred and twenty yards or thereabouts measured along that railway in a south-easterly direction from the centre of the bridge carrying the public road from Kirkby to Pinxton over the said railway near the east end of the Kirkby and Pinxton Station and terminating in a field numbered 60 on the plans relating to Railway No. 9 authorised by the Manchester Sheffield and Lincolnshire Railway Act 1889:

A Railway (No. 3) two furlongs nine chains or thereabouts in length wholly in the parish of Kirkby-in-Ashfield in the urban district of Kirkby-in-Ashfield and the county of Nottingham commencing by a junction with Railway No. 2 in the field numbered 58 on the said plans relating to Railway No. 9 authorised by the Manchester Sheffield and Lincolnshire Railway Act 1889 and terminating at the western side of the bridge over Mill Lane:

A Railway (No. 4) two furlongs two chains or thereabouts in length wholly in the parish of Worksop in the urban district of Worksop in the county of Nottingham commencing by a junction with the railway of the Company at a point thereon twenty-six chains or thereabouts measured along that railway in a south-easterly direction from the centre of the bridge carrying the said railway over the public road leading from Worksop to Retford and terminating on the south-westerly side of Elksley Road at a point in that road fourteen chains or thereabouts measured in a south-easterly direction along that road from the junction of that road with the said road leading from Worksop to Retford:

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A Railway (No. 5) one furlong eight chains or thereabouts in length wholly in the parish of South Normanton in the county of Derby commencing by a junction with the Railway No. 4 authorised by the Act of 1893 at a point thereon forty-seven chains or thereabouts from the commencement thereof and terminating by a junction with the Railway No. 5 authorised by the same Act at a point thereon seventeen chains or thereabouts from the commencement thereof.

Company to construct a footbridge over Railway No. 2 and the Company's main line.

6. In constructing the Railway No. 2 by this Act authorised the Company shall construct a footbridge across such railway and across the two main lines of railway of the Company at a point opposite to Phillips' Farm and forty yards west of the existing level crossing such footbridge to be of a width of five feet and the staircase at the south end of the footbridge to have seventeen steps with eleven inch treads and seven inch rise.

For protection of London and North Western Railway Company.

7. The following provisions for the protection of the London and North Western Railway Company (in this section referred to as "the North Western Company") shall apply and have effect:—

(1) The Company shall construct Railway No. 1 and the works in connexion therewith by this Act authorised so far as the same pass over adjoin or affect the railway lands or works of the North Western Company in such lines within the limits of deviation shown upon the deposited plans as shall be approved by Francis Stevenson or other the principal engineer for the time being of the North Western Company (in this section referred to as "the said principal engineer") and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North Western Company and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railway of the North Western Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the North Western Company full compensation in respect thereof:

(2) The Company shall carry Railway No. 1 where the same is intended to cross over the 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 such span to be of the full width of the railway and property of the North Western Company as they at present exist at the proposed point of crossing and such bridge shall have a clear headway throughout of not less than fourteen feet six inches above the upper surface of the rails upon the said railway of the North

Western Company at the said point of crossing and the Company shall for ever maintain such headway : A.D. 1898.

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

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purchase or acquire any lands or property of the North Western Company but the Company may purchase and take and the North Western Company shall sell and grant accordingly an easement or right of using such of the lands of the latter company as may be necessary for the construction of the said portion of Railway No. 1 in accordance with the provisions of this section :

- (7) During the construction of the said portion of Railway No. 1 across and adjoining and near to or affecting the railway property and works of the North Western Company the Company shall bear and on demand pay to that company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching their railway and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :
- (8) The Company shall at all times maintain the said portion of Railway No. 1 and all the works connected therewith and incident thereto by which the said Railway No. 1 shall be carried across and adjoining the railway works and lands of the North Western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the North Western Company by the Company :
- (9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs losses damages and expenses which may be occasioned to that company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's said Railway No. 1 and the works in connexion therewith or of any of the persons in their employ or of their contractors or otherwise and the Company will effectually indemnify and hold harmless the North Western Company from all claims and demands upon



or against them by reason of such execution or failure and of such act or omission :

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

8. The following provisions for the protection of the Ealing and South Harrow Railway Company their successors and assigns (in this section referred to as "the Ealing Company") shall unless otherwise agreed between the Company and the Ealing Company apply and have effect :—

For protection of Ealing and South Harrow Railway Company]

- (1) The Company shall not without the previous consent of the Ealing Company under their common seal take use enter upon or interfere with any lands railways sidings or other works belonging to the Ealing Company or any lands which the Ealing Company are authorised to acquire for the purposes of their undertaking except only so far as shall be necessary for the purpose of making and maintaining Railway No. 1 by this Act authorised to be constructed :
- (2) With respect to any land of the Ealing Company or any land which the Ealing Company are authorised to acquire 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 Ealing 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 Railway No. 1 under the railway of the Ealing Company shall be effected at such point within the limits of deviation shown on the deposited plans and in such manner and according to such mode of construction as shall be approved by the engineer of the Ealing Company :
- (4) Railway No. 1 shall be carried under the railway and land belonging to the Ealing Company by means of a covered way which shall be constructed at the expense of the Company in accordance with the plans sections and specifications which

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shall have been approved in the manner herein-before provided:

- (5) The Company shall bear and on demand pay to the Ealing Company the reasonable fees and charges of the engineer of the Ealing Company and 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 employed 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 Railway No. 1 it shall become necessary to add to or alter any signals signalling and telegraph or other electrical appliances upon the railway of the Ealing Company the same shall be so added to or altered by the Ealing Company and the reasonable expenses thereof including any additional cost of maintenance which the Ealing Company may be put to by reason or in consequence thereof to be certified by the engineer of the Ealing Company shall be repaid to the Ealing 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 or other work of the Ealing 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 Ealing Company may make good the same and recover the expense thereof from the Company and if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Ealing Company by reason of any of the matters or causes aforesaid the Company shall pay to the Ealing Company all costs and expenses to which that company may be put as well as full compensation :
- (7) The Company shall at all times maintain the covered way or other works by which Railway No. 1 is carried under the railway sidings or other works of the Ealing Company in substantial repair and good condition to the reasonable satisfaction in all respects of the engineer of the Ealing

Company and if and whenever the Company fail so to do the Ealing Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the Ealing Company reasonably think requisite in that behalf and the sum certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company :

- (8) The Company and their contractors agents servants or workmen shall not in constructing or repairing the railway works under the railway and lands of the Ealing Company obstruct impede or interfere with the free and uninterrupted and safe user of the railway lands or other works of the Ealing Company or any traffic thereon and if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall pay to the Ealing 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 :
- (9) If any difference shall arise between the respective engineers of the Company and the Ealing Company as to 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.

9. With regard to any works of the Company which may affect the mains or pipes of the Colne Valley Water Company (in this section called "the water company") the Company shall (in addition to the provisions of the Railways Clauses Consolidation Act 1845) observe and comply with the following conditions (that is to say) :—

For protection of Colne Valley Water Company.

- (1) The Company shall not raise sink or otherwise alter the position of any of the mains or water pipes belonging to the water company unless a plan and specification of the proposed works of the Company affecting such mains and pipes shall not less than fourteen days previously to the commencement of such works by the Company have been submitted to and approved by the engineer of the water company in writing :
- (2) The Company shall not cause any road to be lowered for the purposes of the railway without lowering the pipes and mains

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of the water company to a corresponding extent so as to provide a covering of not less than three feet from the surface of the road over such mains or pipes :

(3) In constructing bridges or viaducts within the district of the water company the Company shall make provision for enabling the water company at any time hereafter to lay down and maintain one or more mains or pipes not exceeding twelve inches in diameter providing at least eighteen inches of cover over the said mains or pipes And where the water company have mains or pipes already laid the said mains or pipes shall be relaid over the bridges and viaducts and encased with non-conducting composition at least three inches in thickness and provided with at least eighteen inches of cover at the expense of the Company and to the reasonable satisfaction of the engineer of the water company The water company shall have full power and authority to maintain repair enlarge alter or renew such mains and pipes in over and through such bridges and viaducts :

(4) If any difference shall arise between the respective engineers of the water company and the 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.

For protection of Brent feeder.

10. The provisions for the protection of the Brent feeder contained in section 14 of the Act of 1896 except those relating to the diversion of that feeder shall extend and apply in all respects to the crossing by Railway No. 1 by this Act authorised of the said feeder or any diversion thereof made by the Company under the powers of the Act of 1896 as if the said Railway No. 1 by this Act authorised and works connected therewith were part of the railway authorised by the Act of 1896.

For protection of West Middlesex Waterworks Company.

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

12. The Company shall execute the works by this Act authorised so far as the same relate to the bridge to be erected for carrying the proposed railway over the Harrow main road in the parish of Wembley in the county of Middlesex subject to the following conditions:—

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For protection of  
Middlesex  
County  
Council.

- (A) The aforesaid bridge shall be constructed in accordance with the plan and drawing dated the seventh March one thousand eight hundred and ninety-eight signed by Sir Douglas Fox on behalf of the Company and by Frederick Hyde Pownall the county surveyor on behalf of the county council:
- (B) The Company shall execute all such works as aforesaid at their sole expense and under the superintendence and to the reasonable satisfaction of the county surveyor for the time being of the county council whose reasonable charges incident to the approval of the said plans and drawings and to the superintendence of the works shall be paid by the Company and the Company shall at the like expense subsequently maintain the same and all necessary works connected therewith in good substantial condition to the satisfaction of the said surveyor:
- (C) The Company in the execution of such works as aforesaid shall not cause any interruption of the passage or conduct of the traffic over or along the said main road and shall cause as little detriment and do as little damage as possible to the road and shall and will at their own expense in a proper and workmanlike manner and to the satisfaction of the said surveyor make good all damage injury and disturbance whatsoever which shall happen or arise to the said road by reason or in consequence of the execution or performance of such works as aforesaid or any of them or for or by reason of the non-repair or neglect on the part of the Company to repair the said works as aforesaid or otherwise howsoever by reason of or incident to the execution of any works by this Act authorised:
- (D) If the Company shall neglect or refuse to make good all such damage injury and disturbance as aforesaid then it shall be lawful for the county council to do all work necessary for making good all such damage injury or disturbance and the Company shall within fourteen days after demand under the hand of the clerk of the county council make full compensation to the county council for all damage caused or done to the said road and shall also bear and pay all the costs charges and expenses which shall have been caused or occasioned by such neglect or refusal as aforesaid:
- (E) The Company shall during the progress and until the completion of such works as aforesaid make and carry into

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effect such arrangements for lighting and watching the portions of the said road interfered with and also the works themselves as may be necessary to prevent danger or accident to persons or vehicles using the said road.

For protection  
of Northolt  
Parish  
Council.

**13.** In constructing the Railway No. 1 by this Act authorised the following provisions for the protection of the Northolt Parish Council (in this section referred to as "the parish council") shall unless otherwise agreed between the parish council and the Company have effect (that is to say):—

- (1) If in the construction of the said railway it shall be necessary to cross either of the roads numbered 13 and 1A on the deposited plans in the parish of Northolt the same shall be carried over the said road numbered 13 by a bridge having a clear span of thirty feet between the abutments and a clear headway throughout of not less than fifteen feet and over the said road numbered 1A by a bridge having a clear span of thirty-five feet between the abutments and a clear headway throughout of not less than sixteen feet and each bridge shall be constructed so as to leave the levels of the said roads unaltered :
- (2) If in the construction of the said railway it shall be found necessary to cross the road known as Northolt Road numbered 4 on the deposited plans in the parish of Northolt the same shall be carried over the said road by a bridge having a clear span of forty feet between the abutments and a clear headway throughout of not less than sixteen feet and so as to leave the levels of the said road unaltered :
- (3) If in the construction of the said railway it shall be found necessary to cross the Green Lane numbered 16 on the deposited plans in the parish of Northolt the same shall be carried under the said lane and the Company shall construct and at all times maintain the bridge carrying such road over the said railway in such a manner as to give a clear width of forty feet between the parapets thereof and so as to leave the level of the said lane unaltered :
- (4) The Company shall not in the construction of the railway stop up the public footpath in the fields or inclosures numbered 8 and 9 on the deposited plans in the parish of Northolt but shall carry the railway over such footpath by means of a bridge having a clear width throughout of eight feet :
- (5) In constructing the said railway where the same crosses the watercourse forming the boundary of the fields numbered on the deposited plans 10 and 12 in the parish of Northolt the

Company shall carry over the said railway so much of the said watercourse as is interfered with by the said railway by means of proper and sufficient iron pipes on columns or the Company shall in the alternative construct to the satisfaction of the surveyor of the parish council a proper and sufficient syphon of iron pipe of a size to be determined by the said surveyor and shall for ever thereafter maintain cleanse and keep in working order the said syphon : A.D. 1898.

- (6) The parapets or screens of the bridges constructed within the district of the parish council by the Company shall be not less than five feet in height above the level of the rails where the railway is carried over a road and shall be not less than five feet in height above the level of the centre of the roadway where the railway crosses under a road and such parapets or screens shall extend the whole width of the said railway and for a distance of not less than six feet on either side thereof Every such bridge shall be made and maintained so as to prevent as far as reasonably practicable the dripping of water therefrom on any part of the roadways or footways thereunder :
- (7) All roads and footways altered interfered with or disturbed by the Company shall be levelled metalled and otherwise restored and made as good in all respects as they were before the construction of the said railway to the reasonable satisfaction of the surveyor for the time being of the parish council and thereafter in like manner for a period of twelve months maintained by and at the expense of the Company :
- (8) The Company shall not affix or exhibit or permit to be affixed or exhibited on any piers abutments parapets or screens of bridges authorised by this Act or on any part of the Company's land adjacent thereto within the district of the parish council except within stations and station approaches any placards or advertisements other than such as relate to the business of the Company :
- (9) The Company shall to the reasonable satisfaction of the surveyor for the time being of the parish council restore all sewers drains hydrants pipes and gullies in the private roads as well as in the highways and public places which shall be broken up destroyed damaged disturbed or interfered with in the execution of the works or provide instead thereof proper sewers drains hydrants pipes and gullies but in no case shall any sewers or drains be diverted or the levels or gradients of the same altered without giving twenty-one days' previous notice

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in writing to the surveyor for the time being of the parish council:

(10) The Company shall not in any way during the progress of the works shut up or impede the public traffic over more than one-half of the width of any street or highway within the district of the parish council and when the surface of any such street or highway has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the surveyor for the time being of the parish council without delay restore the surface so interfered with or disturbed and shall keep the same in sufficient repair for the space of twelve months to the reasonable satisfaction of the said surveyor:

(11) The parish council may at all times construct and maintain under or across the said railway and works of the Company such subways culverts sewers drains and pipes as they may think necessary or desirable without making any payment or compensation to the Company in respect thereof and the Company shall afford to the parish council all reasonable facilities of access for the purpose of the construction and maintenance as well as of the examination alteration renewal or repair of such subways culverts sewers drains and pipes but all such works shall be executed under the superintendence and to the reasonable satisfaction of the engineer of the Company and so as not to interfere with the use and working of the railway or the traffic thereon and the Company shall not be liable for any injury or accident that may be caused or happen through the neglect of the parish council in the execution or maintenance of such works provided that the parish council shall not commence any such works until they have delivered to the Company thirty days' notice in writing of their intention so to do along with plans sections and specifications of the proposed works and the Company have given their approval in writing to the proposed works and plans or failing such approval such plans have been approved by an arbitrator as herein-after provided. The parish council shall bear and pay as part of the expense of the construction maintenance alteration renewal and repair of any such works affecting the railway the expense of the employment by the Company of a sufficient number of inspectors or watchmen to be appointed by them for watching the railway with reference to and during such construction maintenance alteration renewal or repair and



for preventing as far as may be all interference obstruction danger and accident which may arise therefrom : A.D. 1898.

- (12) The Company shall be liable to pay and shall pay to the parish council any damages penalties costs charges or expenses which the parish council may be legally liable to pay and shall have so paid in respect of any injury loss or damage consequent upon or arising from the execution by the Company of any works under the authority of this Act (whether such injury loss or damage occurs during or after the construction or in the maintenance alteration or repair of such works or in or by the enjoyment or user thereof) and all moneys to be paid by the parish council on account of any damages penalties costs charges or expenses shall be repaid to the parish council by the Company on demand :
- (13) The Company shall execute and maintain all works required to be done by them under this section at their sole expense and prior to the commencement of any such works the Company shall submit plans drawings and specifications to the surveyor of the parish council and no such works shall be begun until such surveyor shall have notified to the Company his approval of all such plans drawings and specifications or failing approval such plans have been approved by an arbitrator as herein-after provided and all such works shall be carried out under the superintendence and to the reasonable satisfaction of such surveyor whose reasonable charges incident to the approval of the said plans drawings and specifications and to the superintendence of the works shall be paid by the Company Provided that in case such surveyor shall not have notified to the Company his approval of such plans drawings and specifications as aforesaid within one month from the receipt thereof he shall be deemed to have approved the same :
- (14) In case of any difference arising between the Company and the parish council or their respective engineers or surveyors concerning the true intent and meaning of any of the provisions of this section or the construction or carrying into effect of any of the works matters or things to be done or performed under this section the same shall be referred to the arbitration of an engineer or other fit person to be nominated on the application of either party with seven days' notice in writing to the other by the President of the Institution of Civil Engineers.

14. For the protection of the parish council of the parish of Ruislip or other the authority for the time being having the control

For protection of parish

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council of  
parish  
of Ruislip.

or management of roads and highways in the said parish all of whom are in this section included in the expression "the council" the following provisions shall unless otherwise agreed between the council and the Company be observed and have effect (that is to say):—

- (1) Notwithstanding anything shown upon the deposited sections the arch of the bridge for carrying Railway No. 1 over the road from Eastcote to Northolt numbered on the deposited plans 15 in the parish of Ruislip shall be constructed with a span of not less than thirty feet:
- (2) The Company shall at some point between the distances of one and two furlongs from the commencement of Railway No. 1 as shown on the deposited plans construct under the railway a subway not less than six feet wide and seven feet six inches high and shall divert and carry through such subway the existing public footpath from High Grove at Eastcote to Northolt which crosses the centre line of the said railway between the points aforesaid.

For pro-  
tection of  
Wembley  
Urban  
District  
Council.

**15.** For the protection of the Wembley Urban District Council (in this section called "the district council") the following provisions shall have effect with respect to Railway No. 1 by this Act authorised (in this section referred to as "the railway") :—

- (1) The expression "the surveyor" shall mean the surveyor for the district council:
- (2) The bridge for carrying Greenford Lane over the railway numbered on the deposited plans 28 in the parish of Harrow-on-the-Hill (in this section called "the said parish") shall be constructed of a clear width between the parapets of not less than forty feet and notwithstanding anything shown on the deposited sections such road shall not be raised more than four feet six inches and the gradients of the approaches to the said bridge on both sides thereof shall not be steeper than one in thirty-five and the approaches shall be of the clear width throughout between the fences of not less than forty feet:
- (3) The bridge shall be constructed with parapets of not less than six feet in height above the level of the roadway when altered with close screen fencing for a distance of not less than six feet at each end thereof and such parapets and screen fencing shall not be used for the posting of bills or other advertising purposes:
- (4) The carriageway of the altered portion of the said road shall not be less than twenty-five feet wide between the

kerbstones with footpaths of seven feet six inches wide on each side thereof and the fences of the approaches shall not be less than five feet in height above the levels of the footpaths:

- (5) The Company shall at their own expense complete pave drain and fence and for two years after the opening maintain the roadway and footpaths of the said bridge and approaches together with proper provisions for the drainage thereof:
- (6) The railway shall be carried over the Harrow Road numbered on the deposited plans 60 in the said parish by means of a girder bridge with a clear headway of not less than sixteen feet above the level of the road such bridge to be of three spans the centre one whereof shall have a clear width between the piers thereof of not less than thirty-five feet and each of the two other spans a clear width of eleven feet:
- (7) The railway shall be carried over the Harrowdene Road numbered on the deposited plans 70 in the said parish by means of a girder bridge of a clear width between the abutments of the full width of the road and with a clear headway throughout the whole width of not less than sixteen feet above the level of the road:
- (8) The railway shall be carried over Blind Lane numbered on the deposited plans 92 in the said parish by means of a girder bridge of a clear width between the abutments thereof of not less than forty feet and with a clear headway throughout the whole width of not less than fifteen feet six inches above the level of the road and notwithstanding anything shown on the deposited sections such road shall not be lowered more than four feet nine inches and the gradients of the altered portions of such road on both sides shall not be steeper than one in seventeen and the centre line of the railway under such bridge shall not be nearer any part of the Harrow Road than two chains from the northern side of Harrow Road:
- (9) The railway shall be carried over Wembley Park Road numbered on the deposited plans 102 in the said parish by means of a girder bridge of a clear width between the abutments of not less than forty feet and with a clear headway throughout the whole width of not less than fifteen feet six inches above the level of the road:
- (10) The surface of all the said roads and the footpaths thereto or any or either of them for the whole width of the railway and any additional part of any roads disturbed or in any way interfered with by the Company shall be reformed by the Company with proper pavements kerbs channels drains

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- gullies and outlets for the drainage thereof and shall be maintained by the Company for two years after the opening thereof for traffic :
- (11) The parapets of the four last-mentioned bridges shall be not less than six feet in height above the level of the rails with a screen fence of the same height for a distance of not less than six feet on either side thereof :
- (12) The abutments of the said over-bridges shall be parallel to the centre line of the roadway and all the bridges and subways in this section provided for shall be constructed and maintained so as to prevent so far as practicable the dropping of water therefrom :
- (13) The footpath across the field numbered on the deposited plans 50 in the said parish shall be maintained in its present position and be carried under the railway by means of an under-bridge or subway of brickwork and trough girders of not less width than five feet and with a clear headway throughout the whole width thereof of not less than seven feet six inches above the level of the footpath and the Company may lower the level of such footpath to any extent not exceeding two feet Provided always that the gradients of the lowered portion thereof on both sides shall not be steeper than one in ten and the said footpath so far as the same shall be altered and made by the Company shall be maintained by them for two years after the opening of the said footpath for public traffic :
- (14) The footpath across the field numbered on the deposited plans 77 in the said parish shall be maintained in its present position and level and be carried under the railway by means of an under-bridge or subway of not less than six feet in width lined with buff bricks and with a clear headway throughout the whole width of not less than nine feet above the level of the footpath :
- (15) The Company contemporaneously with constructing the railway shall construct four manholes with proper covers and step irons to each of such manholes one on each side of the railway in the fields respectively numbered on the deposited plans 72 and 118 in the said parish each manhole to be placed at such position as may be selected by the surveyor along and as a means of access to the sewer of the district council under those fields so that the district council may inspect the same and have access thereto at all times for the purpose of repairing reinstating and cleaning the same :

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- (16) The Company shall in the construction of the railway where the same crosses the River Brent construct and maintain bridges over such river of clear spans equal to those constructed by the Company over the same river at Neasden :
- (17) The watercourses in the fields numbered on the deposited plans 52 72 and 74 in the said parish shall be carried under the railway on the square by two-foot culverts or pipes to be constructed and maintained by the Company :
- (18) All the works herein-before prescribed or provided for by this section shall be executed by and in all things at the expense of the Company and to the reasonable satisfaction of the surveyor and shall be executed by the Company under the superintendence of the surveyor and in accordance with plans drawings and specifications to be previously submitted to him and to his reasonable approval Provided always that if the surveyor shall for the period of one month neglect or refuse to approve any plans drawings and specifications submitted for his approval or shall disapprove the same and in case of the surveyor and the engineer of the Company failing to agree or of any difference arising between them the said works shall be constructed according to plans drawings and specifications to be submitted to and approved by (subject however to the special provisions of this section) an arbitrator as herein-after provided :
- (19) 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 new sewers through across or under the railways at any 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 Provided that the number of such new sewers shall not exceed eight and such sewers shall be constructed in accordance with plans sections and specifications to be approved by the engineer for the time being of the Company and carried out under his superintendence and to his reasonable satisfaction :
- (20) If any difference shall at any time arise between the Company and the district council or the surveyor 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

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the application of either party by the President of the Institution of Civil Engineers.

For pro-  
tection of  
Harrow-  
on-the-Hill  
Urban  
District  
Council.

16. In constructing the Railway No. 1 by this Act authorised the following provisions for the protection of the Harrow-on-the-Hill Urban District Council (in this section referred to as "the district council") shall unless otherwise agreed between the district council and the Company have effect (that is to say):—

- (1) The bridge whereby the said railway is to be carried over the road known as Northolt Road numbered 10 on the deposited plans in the parish of Harrow-on-the-Hill shall be of a clear span of forty feet between the abutments and have a clear headway throughout of not less than sixteen feet and such bridge shall be made and maintained so as to prevent as far as reasonably practicable the dripping of water therefrom on any part of the roadway or footways thereunder:
- (2) In constructing the said railway under Greenford Road numbered 23 on the deposited plans in the parish of Harrow-on-the-Hill the level of the road over the bridge shall not be raised more than three feet and the road approaches to such bridge shall not be steeper than 1 in 44. The said railway shall be constructed so as to pass under the road known as Green Lane numbered 15 on the deposited plans in the said parish and in such a manner as to leave the level of the said road unaltered and if in the construction of the said railway it shall be necessary to cross the roads numbered 20 and 28 respectively on the deposited plans in the said parish the same shall be carried under the said roads in such a manner as to leave the level of the roads unaltered. The Company shall construct and at all times maintain the bridges carrying such roads over the said railway in such a manner as to give a clear width of forty feet between the parapets thereof:
- (3) In constructing the said railway where the same crosses the watercourse forming the boundary of the fields numbered on the deposited plans 17 and 18 in the parish of Harrow-on-the-Hill the Company shall carry such watercourse under the said railway by constructing on the square a proper and efficient brick culvert having a diameter of four feet at least throughout the whole length of such watercourse as shall be covered by the said railway:
- (4) The parapets or screens of the bridges constructed within the district of the district council by the Company shall be not less than five feet in height above the level of the rails where the railway is carried over a road and shall be not less than five feet in height above the level of the centre of the

roadway where the railway crosses under a road and such parapets or screens shall extend the whole width of the said railway and for a distance of not less than six feet on either side thereof :

- (5) All roads and footways altered interfered with or disturbed by the Company shall be levelled metalled and otherwise restored and made as good in all respects as they were before the construction of the said railway to the reasonable satisfaction of the surveyor for the time being of the district council and thereafter in like manner for a period of twelve months maintained by and at the expense of the Company :
- (6) The Company shall not affix or exhibit or permit to be affixed or exhibited on any piers abutments parapets or screens of bridges authorised by this Act or any part of the Company's land adjacent thereto within the district of the district council except within stations and station approaches any placards or advertisements other than such as relate to the business of the Company :
- (7) The Company shall to the reasonable satisfaction of the surveyor for the time being of the district council restore all sewers drains hydrants pipes and gullies in the private roads as well as in the highways and public places which shall be broken up destroyed damaged disturbed or interfered with in the execution of the works or provide instead thereof proper sewers drains hydrants pipes and gullies but in no case shall any sewers or drains be diverted or the levels or gradients of the same altered without giving twenty-one days' previous notice in writing to the surveyor for the time being of the district council :
- (8) The Company shall not in any way during the progress of the works shut up or impede the public traffic over more than one-half of the width of any street or highway within the district of the district council and when the surface of any such street or highway has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the surveyor for the time being of the district council without delay restore the surface so interfered with or disturbed and shall keep the same in sufficient repair for the space of twelve months to the reasonable satisfaction of the said surveyor :
- (9) The district council may at all times construct and maintain under or across the said railway and works of the Company such subways culverts sewers drains and pipes as they may

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think necessary or desirable without making any payment or compensation to the Company in respect thereof and the Company shall afford to the district council all reasonable facilities of access for the purpose of the construction and maintenance as well as of the examination alteration renewal or repair of such subways culverts sewers drains and pipes but all such works shall be executed under the superintendence and to the reasonable satisfaction of the engineer of the Company and so as not to interfere with the use and working of the railway or the traffic thereon and the Company shall not be liable for any injury or accident that may be caused or happen through the neglect of the district council in the execution or maintenance of such works Provided that the district council shall not commence any such works until they have delivered to the Company thirty days' notice in writing of their intention so to do along with plans sections and specifications of the proposed works and the Company have given their approval in writing to the proposed works and plans or failing such approval such plans have been approved by an arbitrator as herein-after provided The district council shall bear and pay as part of the expense of the construction maintenance alteration renewal and repair of any such works affecting the railway the expense of the employment by the Company of a sufficient number of inspectors or watchmen to be appointed by them for watching the railway with reference to and during such construction maintenance alteration renewal or repair and for preventing as far as may be all interference obstruction danger and accident which may arise therefrom :

(10) The Company shall be liable to pay and shall pay to the district council any damages penalties costs charges or expenses which the district council may be legally liable to pay and shall have so paid in respect of any injury loss or damage consequent upon or arising from the execution by the Company of any work under the authority of this Act (whether such injury loss or damage occurs during or after the construction or in the maintenance alteration or repair of such works or in or by the enjoyment or user thereof) and all moneys to be paid by the district council on account of any damages penalties costs charges or expenses shall be repaid to the district council by the Company on demand :

(11) The Company shall execute and maintain all works required to be done by them under this section at their sole expense and prior to the commencement of any such works the Company shall submit plans drawings and specifications to



the surveyor for the time being of the district council and no such works shall be begun until such surveyor shall have notified to the Company his approval of all such plans drawings and specifications or failing approval such plans have been approved by an arbitrator as herein-after provided and all such works shall be carried out to the reasonable satisfaction of such surveyor whose reasonable charges incident to the approval of the said plans drawings and specifications and the superintendence of the work shall be paid by the Company Provided that in case such surveyor shall not have notified to the Company his approval of such plans drawings and specifications as aforesaid within one month from the receipt thereof he shall be deemed to have approved the same :

(12) In case of any difference arising between the Company and the district council or their respective engineers or surveyors concerning the true intent and meaning of any of the provisions of this section or the construction or carrying into effect of any of the works matters or things to be done or performed under this section the same shall be referred to the arbitration of an engineer or other fit person to be nominated on the application of either party with seven days' notice in writing to the other by the President of the Institution of Civil Engineers.

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

For protection of Portman Estate.

(1) In this section the expression "the Portman Estate" means the estate of which the Right Honourable William Henry Berkeley Viscount Portman is or claims to be now tenant for life in the said parish of Saint Marylebone and the expression "the owner" means the Viscount Portman and includes his heirs sequels in estate and assigns owners for the time being of the houses buildings and lands forming the said estate :

(2) The front of all buildings fronting on the Portman Estate shall be of a reasonably ornamental character to the satisfaction of the surveyor of the owner and in case of difference the same shall be determined by arbitration in manner herein-after provided :

(3) If the arbitrator appointed in pursuance of the provisions of this section shall so determine the Company shall roof over a space all round and within their coal yard for a distance of not less than thirty feet from the outer wall thereof :

(4) So much of section 128 of the Lands Clauses Consolidation Act 1845 as exempts from the operation thereof lands situate

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

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

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

For protection of vestry of parish of Saint Marylebone.

**18.** The following provisions shall have effect for the protection of the vestry of the parish of Saint Marylebone :—

(1) So far as relates to all property acquired by the Company in the parish of Marylebone section 133 of the Lands Clauses Consolidation Act 1845 shall be read as if the words “ general district or other local rate ” were included therein :

(2) In respect of any road street highway footpath or place in the said parish stopped up diverted or interfered with by the Company in the execution of the powers by this Act granted subsections 3 4 5 6 and 7 of section 47 of the Extension to London Act 1893 shall extend and apply as if the said road street highway footpath or place had been specially named or referred to therein.

Inclination of road.

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

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
92	Harrow-on-the-Hill -	Public carriage road	1 in 17

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

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Power to Company to acquire lands for general purposes.

County of Lancaster—

Certain lands situate in the parish of Liverpool and county borough of Liverpool bounded by Hood Street Charles Street Marble Street and Brythen Street;

Certain lands situate in the county borough of Oldham bounded by Wall Street Eldon Street and Cuckoo Street :

County of Nottingham—

Certain lands situate in the parish or liberty of Newstead lying on the west side of the Midland Railway near to the Newstead Station on that railway and between that station and the Newstead Colliery and bounded on the north by a road leading to the Newstead Station of the Great Northern Railway Company :

County of Northampton—

Certain lands in the parish of Woodford-cum-Membris situate upon the northern side of the public road leading from Byfield to Woodford and bounded on the west side by land of the Company and being part of a field numbered 7 on the plans relating to Railway No. 3 authorised by the Extension to London Act deposited with the clerk of the peace for the county of Northampton in the month of November one thousand eight hundred and ninety-one :

County of London—

Certain lands in the parish of Saint Marylebone bounded by North Street Carlisle Street Luton Street Orcus Street and Capland Street ;

Certain other lands in the parish of Saint Marylebone bounded by North Bank Grove Road and the Regent's Canal.

**21.** The railways and works by this part of this Act authorised shall for all purposes be deemed to be part of the Company's undertaking.

New railways to form part of Company's undertaking.

**22.** If the Company fail within the period limited by this Act to complete the railways the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost

Imposing penalty unless railways opened within time limited.

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

Providing  
for applica-  
tion of  
penalty.

**23.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit. And if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

Power to  
take ease-  
ments &c. by  
agreement.

**24.** 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

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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 any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Company may stop up certain streets.

25. The Company may when and so soon as they have become the owners in possession of the houses and lands on both sides thereof stop up and cause to be discontinued as public thoroughfares the following streets or parts thereof respectively shown upon the deposited plans as intended to be stopped up (that is to say) :—

Description.	No. of Road on Plans.	Parish.
COUNTY OF LONDON.		
Venables Street - - - -	155	} Saint Marylebone.
Little North Street - - -	62	
Capland Street - - - -	199	
Luton Street - - - -	114	
Orcus Street - - - -	112	
Princess Mews - - - -	61	
Salisbury Street (so much thereof as lies between Luton Street and North Street).	113	

Extinguishment of rights of way &c.

26. Subject to the provisions of this Act all rights of way over and along the several streets or portions of streets which may under the provisions of the immediately preceding section be stopped up and discontinued and over and along any of the lands which may for the purposes aforesaid be acquired by compulsion shall be and the same are as from the stopping up purchase or acquisition thereof respectively by this Act extinguished.

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

27. The site and soil of the streets or portions thereof by this Act authorised to be stopped up and discontinued and the fee simple and inheritance thereof if the Company now are or under the powers of this Act or of any other Act relating to the Company already passed shall become the owners of the lands on both sides thereof shall be from the time of the stopping up thereof respectively wholly and absolutely vested in the Company for the purposes of their undertaking subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway.

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Land for  
extra-  
ordinary  
purposes.

**28.** The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed five acres, but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Period for  
compulsory  
purchase of  
lands.

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

Period for  
completion  
of works.

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

### PART III.—NEW WORKS &c. OF ALTRINCHAM COMPANY.

Power to  
Altrincham  
Company to  
widen their  
railway.

**31.** Subject to the provisions of this Act the Altrincham Company may make and maintain in the line and according to the levels shown on the deposited plans and sections a widening alteration and improvement of so much of their railway in the parish of Manchester and the county borough of Manchester in the county of Lancaster as lies between the west side of Cheetham Street and the west side of Bugle Street near to the Knott Mill Station of that company and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose.

Widening to  
form part of  
Altrincham  
Company's  
undertaking.

**32.** The widening by this part of this Act authorised shall for all purposes be deemed to be part of the Altrincham Company's undertaking.

Power to  
Altrincham  
Company to  
apply funds  
to purposes  
of Act.

**33.** The Altrincham Company may apply for the purposes of this Act which they are empowered to carry into effect and to which capital is properly applicable any moneys which they now have in their hands or which they have power to raise by shares or mortgage or debenture stock and which may not be required for the purposes for which the same were authorised to be raised.

### PART IV.—EXTENSIONS OF TIME.

Extending  
time for sale  
of certain  
superfluous

**34.** Notwithstanding anything in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Altrincham Company with which that Act is incorporated the periods for and within which

the Altrincham Company may hold sell and dispose of any superfluous lands connected with their railway and situate in the parishes respectively described or mentioned in the First Schedule to this Act are hereby extended 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 Altrincham Company 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 three years from the passing of this Act but the Altrincham Company shall at the expiration of those respective periods sell and absolutely dispose of as superfluous lands all such parts of those lands as shall not then have been applied to or are not then required for the purposes of their undertaking.

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lands of  
Altrincham  
Company.

**35.** The time limited by section 32 of the Act of 1896 for the completion of the widening of the portions of the Manchester South Junction and Altrincham Railway authorised by and described in section 5 of the Act of 1891 is hereby further extended for three years from the twenty-first day of July one thousand eight hundred and ninety-eight and on the expiration of that period the powers for the completion of the said widenings shall cease.

Extension of  
time for  
completion of  
portions of  
widenings  
of Altrincham  
Railway  
authorised by  
Act of 1891.

**36.** The time limited by the Act of 1893 for the completion of the Railways Nos. 10 and 11 authorised by and described in section 5 of that Act is hereby extended for two years from the twenty-ninth day of June one thousand eight hundred and ninety-eight and on the expiration of that period the powers of the Company for the completion of the said railways shall cease.

Extension of  
time for  
completion  
of certain  
railways  
authorised  
by Act of  
1893.

**37.** The time limited by the Act of 1893 for the completion of the Railways Nos. 1 4 and 5 authorised by and described in section 5 of that Act is hereby extended for a period of two years from the twenty-ninth day of June one thousand eight hundred and ninety-eight and the time limited by section 33 of the Act of 1896 for the compulsory purchase of lands for those railways is hereby further extended for a period of two years from the twenty-ninth day of June one thousand eight hundred and ninety-eight and on the expiration of those periods the powers of the Company with respect thereto shall cease.

Extension  
of time for  
completion  
of certain  
works and  
for acquisi-  
tion of lands  
therefor  
authorised  
by Act of  
1893.

**38.** The time limited by the Act of 1895 for the compulsory purchase of lands for Railway No. 10 authorised by and described in section 5 of that Act is hereby extended for a period of two years from the sixth day of July one thousand eight hundred and ninety-eight and on the expiration of that period those powers shall cease.

Extension of  
time for com-  
pulsory pur-  
chase of lands  
for Railway  
No. 10 autho-  
rised by Act  
of 1895.

A.D. 1898. PART V.—CONFIRMING SCHEDULED AGREEMENT WITH  
GREAT NORTHERN RAILWAY COMPANY.

Confirming  
agreement with  
Great Northern  
Railway  
Company.

39. The heads of agreement as set forth in the Second Schedule to this Act are hereby confirmed and made binding on the parties thereto.

PART VI.—CAPITAL.

Power to  
apply funds  
to purposes  
of Act.

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

Power  
to raise  
additional  
capital.

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

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

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

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

Dividends on  
new shares  
or stock.

43. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called up and paid on such new shares or to the whole amount of such stock as the case may be.



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

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Receipt in case of persons not sui juris.

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

Power to borrow.

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

Power to create debenture stock.

A.D. 1898.

Existing mortgages to have priority.

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

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

48. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise money by borrowing 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.

Appointment of a receiver.

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

Application of moneys.

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

#### PART VII.—AGREEMENTS WITH GREAT WESTERN RAILWAY COMPANY.

Power to make agreements with Great Western Railway Company.

51. The Company on the one hand and the Great Western Railway Company on the other hand (herein-after called "the two companies") may enter into agreements with respect to the following purposes or any of them (that is to say):—

The construction maintenance and management of the Railway No. 1 by this Act authorised and of the railways of the two companies forming connexions therewith or giving access thereto respectively and of the sidings works terminal and

other stations connected therewith respectively or any of them ; A.D. 1898.

The use or working of the said Railway No. 1 and of the other railways sidings stations and works aforesaid or of any part thereof and the conveyance of traffic thereon ;

The fixing subject to the authorised maximum rates and the collecting and apportionment of the tolls rates charges receipts and revenues levied taken or arising in respect of such traffic ;

The appointment of a joint committee or committees of the two companies with powers to carry into effect any agreement with respect to the purposes aforesaid or any of them and also any agreement come to between the two companies with respect to the maintenance use working and management of the Railway No. 2 authorised by the Act of 1897.

#### PART VIII.—MISCELLANEOUS.

**52.** The London and North Western Railway Company may have and exercise over Railways Nos. 2 3 and 5 by this Act authorised the same running and other powers and privileges as are conferred on that company by an agreement dated first August one thousand eight hundred and eighty-nine made between the London and North Western Railway Company and the Company and scheduled to and confirmed by the London and North Western Railway Act 1890 subject in all respects to the terms conditions and restrictions contained in that agreement.

Running powers to London and North Western Railway Company.

**53.** The Great Northern Railway Company shall have and may exercise over and in respect of Railways Nos. 2 3 4 and 5 by this Act authorised the same running and other powers rights and privileges as are conferred on that company by section 10 of the Manchester Sheffield and Lincolnshire Railway Act 1889 and by section 8 of the Manchester Sheffield and Lincolnshire Railway Act 1890 over or in respect of the railways in the said sections mentioned and the said sections shall be read and construed accordingly.

Power to Great Northern Railway Company to run over Railways Nos. 2 3 4 and 5.

**54.** The Company shall not within the county of London affix or exhibit or permit to be affixed or exhibited upon any part of the works authorised by this Act or upon any building or hoarding and whether during or after the construction of the works within view of any public street any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of the London County Council and by the clerk to the district board or vestry of the district or parish in which such part of the works

Exhibition of placards

A.D. 1898. — is situate and if any such placard or advertisement be affixed or exhibited without such approval the said council district board or vestry and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting on the outside of any station placards giving information to the public as to the traffic of the Company.

Buildings not to be brought beyond general line &c.

**55.** Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company to encroach upon any part of any street or footway in the county of London or without the consent of the London County Council to erect or maintain any building beyond the general line of building in any street in that county.

Walls of buildings to be made good.

**56.** The Company shall not where any house or building in the county of London shall have been wholly or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in an unsightly condition for any longer period than is reasonably necessary.

Provision as to erection of cottages or dwelling-houses for Company's servants and workmen on lands acquired by Company.

**57.** With a view to the erection of cottages or dwelling-houses in proximity to their railways for the use and occupation of their servants workmen and others in their employment the Company may sell and dispose of in fee simple or on chief or ground rents or may demise subject to such covenants and conditions as they may think fit so much of any lands adjoining or near to their railway and not being within the administrative county of London belonging to or acquired by them and not required for other purposes of their undertaking as may be necessary for the erection of cottages or dwelling-houses for the use and occupation of their servants workmen and others and they may agree with any person on such terms and conditions as they may think fit for the sale or lease of such lands and the erection thereon of such cottages and dwelling-houses as aforesaid. The sale or demise of the said lands for the purposes aforesaid shall not be deemed or construed as making the said lands superfluous lands within the meaning of section 128 of the Lands Clauses Consolidation Act 1845.

Company may hold on lease cottages built for use of their servants and workmen.

**58.** The Company are hereby authorised and empowered if and when they shall think fit to take and hold upon a lease or leases any cottages or dwelling-houses or any portion or portions thereof which may have been erected under the powers of this Act for the use and occupation of their servants workmen and others in their employment at such rent or rents and on such terms and conditions as may be agreed upon and to renew such lease or leases on the same or such new terms and conditions as they may think fit.

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

A.D. 1898.  
—  
Company  
empowered  
or may be  
required  
to underpin  
or otherwise  
strengthen  
houses near  
railway.

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade :
- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5) The cost of the reference shall be in the discretion of the referee :
- (6) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment :
- (7) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or

A.D. 1898.

building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury Provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :

(8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 or under any other Act :

(9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts :

(10) Nothing in this section shall repeal or affect the application of the ninety-second section of the Lands Clauses Consolidation Act 1845.

Restrictions  
on displacing  
persons of  
labouring  
class.

**60.**—(1) The Company shall not under the powers of this Act or under the powers of any former Act extended by this Act purchase or acquire in any parish in the administrative county of London (in this section referred to as "London") twenty or more houses or in any other city borough or urban district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised as the case may be were 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 London of the Secretary of State for the Home Department or in any other case of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the respective fifteenth day of December aforesaid or for such number of persons as the said Secretary of State or the Local Government Board (as the case may be) shall after 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) The scheme so far as it relates to London may provide new dwellings for such number of persons as aforesaid by means of temporary accommodation for a specified period and before the expiration of that period by means of permanent accommodation in buildings on such site and according to such plans as may within that period be submitted to and approved by the said Secretary of State.

(4) If it shall appear to the said Secretary of State that having regard to the congestion of population in the immediate neighbourhood of the houses purchased or acquired by the Company in London in respect of which new dwellings are to be provided or for sanitary or other reasons it is desirable that such new dwellings should be provided in some more open place or district he may approve of a scheme for providing such temporary or permanent accommodation in such other place or district on such conditions as he may think fit.

(5) 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.

(6) 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.

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(7) 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.

(8) 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 London 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.

(9) 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 leased 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 subsection subject to such conditions if any as he or they may see fit.

(10) All buildings erected or provided by the Company in London for the purpose of any scheme under this section shall be subject to



[61 & 62 Vict.] *Great Central Railway Act, 1898.* [Ch. ccliii.]

the provisions of the London Building Act 1894 (Local) and the A.D. 1898.  
Metropolis Management Act 1855 and any Act or Acts amending  
those respective Acts.

(11) 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.

(12) 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 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.

(13) 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.

(14) 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.

(15) Any houses on any of the lands shown on the plans deposited with reference to this Act or to any former Act the powers of which are extended by this Act occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the 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

A.D. 1898. 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.

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

Section 25 of Act of 1896 not to be affected.

**61.** Nothing in this Act contained shall affect prejudice or alter the provisions of section 25 of the Act of 1896.

Interest on calls not to be paid out of capital.

**62.** 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.

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

Provision as to general Railway Acts.

**64.** Nothing in this Act shall exempt the Company or any company to which powers are by this Act granted or the railways of the Company or of any other company from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force

[61 & 62 Vict.] *Great Central Railway Act, 1898.* [Ch. ccliii.]

or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels which the Company and any company to which powers are by this Act granted are authorised to take.

A.D. 1898.

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

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## SCHEDULES referred to in the foregoing Act.

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### THE FIRST SCHEDULE.

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PARISHES AND COUNTIES IN WHICH THE SUPERFLUOUS LANDS OF THE  
ALTRINCHAM COMPANY ARE SITUATE.

Counties.	Parishes.
County of Lancaster - -	Manchester.
County of Cheshire - -	Ashton-upon-Mersey. Bowdon.

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### THE SECOND SCHEDULE.

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HEADS OF AGREEMENT between the MANCHESTER SHEFFIELD AND  
LINCOLNSHIRE RAILWAY COMPANY and the GREAT NORTHERN  
RAILWAY COMPANY.

1. The Great Northern Railway Company shall withdraw from their Bill now pending before Parliament Railways 2 and 3 therein described.
2. The Manchester Sheffield and Lincolnshire Railway Company shall forthwith withdraw their petition against the said Bill.

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—

3. The Sheffield Company shall forthwith proceed with the construction of Railways Nos. 1 2 3 and 4 authorised by their Act of 1895 herein-after called "the said railways" and shall complete the same with all necessary signals signal boxes points crossings and connexions so that they shall be in all respects ready for use by the two companies by the time the extension of the Sheffield Company's Railway to London is open for traffic.

4. The said railways both as to the capital to be expended thereon and the division of the same between the two companies as well as for all purposes of use maintenance management and control shall as between the two companies be deemed to be part of the Nottingham Joint Station and be subject to all the rights interests and obligations in respect of that station as provided for in Part IV. of the Great Central Railway Act 1897 and as if the said railways had formed part of that station.

5. Either of the two companies may apply in the next session of Parliament for the confirmation of this Agreement and the other of the said companies shall use their best endeavours to assist the Company so applying to obtain the approval of Parliament thereto.

Dated this eighth day of April one thousand eight hundred and ninety-seven.

For the Manchester Sheffield and Lincolnshire Railway Company  
WM. POLLITT.

For the Great Northern Railway Company  
H. OAKLEY.

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