



CHAPTER ccli.

An Act to authorise the construction of new railways and the acquisition of lands by the Great Central Railway Company in connection with their undertaking the construction of a new railway by the North Wales and Liverpool Railway Committee or the Company in connection with the undertaking of that committee the diversion of footpaths by the Great Western and Great Central Railways Joint Committee in connection with their undertaking and for other purposes.

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[14th August 1903.]

WHEREAS it is expedient that the Great Central Railway Company (hereinafter called "the Company") should be authorised to construct the railways and other works hereinafter described in the west riding of the county of York and to acquire by compulsion or agreement for the purposes of their undertaking the lands hereinafter described in the counties of London Middlesex Lincoln Lancaster Chester Warwick and York (West Riding):

And whereas the North Wales and Liverpool Railway Committee were incorporated by the Manchester Sheffield and Lincolnshire Railway Act 1896 and were authorised to maintain and work certain railways owned jointly by the Company and the Wrexham Mold and Connah's Quay Railway Company:

And whereas it is expedient that further powers should be conferred upon the North Wales and Liverpool Railway Committee or the Company to construct the new railways and works hereinafter described in the county of Chester:

And whereas it is expedient to authorise the acquisition by the Company who are shareholders of the Wigan Junction Railways Company and work the railway of that company or by the Wigan

A.D. 1903. Junction Railways Company (hereinafter referred to as "the Wigan Company") of the additional lands and premises hereinafter described for the purposes of the extension and improvement of the undertaking of that company :

And whereas by the Great Western and Great Central Railway Companies' Act 1899 the Great Western and Great Central Railways Joint Committee (hereinafter called "the Joint Committee") were incorporated and were authorised to construct among other works a line of railways from Princes Risborough to Grendon Underwood :

And whereas it is expedient to authorise the Joint Committee in connection with the construction of the said line of railways to stop up and divert the footpaths in the counties of Buckingham and Oxford as hereinafter provided :

And whereas it is expedient to authorise the extension of time for the compulsory purchase of lands and also for the construction of works by the Company on various parts of their undertaking as hereinafter provided :

And whereas the Company have been compelled to acquire and they still hold considerable areas of land within which the railway of the Company passes in tunnel or covered way and it is expedient that powers to the effect hereinafter set forth should be conferred upon the Company of dealing with those portions of the said land which are situate over the railway and it is expedient that the Company should be empowered to lease or otherwise temporarily deal with other lands of the Company which are not actually in use but will ultimately be required for the purposes of the Company's undertaking :

And whereas it is expedient to confer upon the Company the other powers in this Act contained :

And whereas plans and sections showing the lines and levels of the 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 Bucks Chester Lancaster Lincoln (parts of Lindsey) London Middlesex Oxford Warwick and the west riding of York and are hereinafter respectively referred to as the deposited plans sections and books of reference :

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 King'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:—

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PART I.

PRELIMINARY.

1. This Act may be cited as the Great Central Railway Act 1903. Short title.

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

Division of
Act into
Parts.

Part I.—Preliminary.

Part II.—New railways additional lands &c.

Part III.—Extensions of time.

Part IV.—Miscellaneous.

3. The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act. Incorporation of Acts.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly 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— Interpretation.

“The Company” means the Great Central Railway Company;

“The Joint Committee” means the Great Western and Great Central Railways Joint Committee;

“The North Wales Committee” means the North Wales and Liverpool Railway Committee;

“The Wigan Company” means the Wigan Junction Railways Company;

“The railways” mean the railways by this Act authorised;

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

“The Act of 1898” means the Great Central Railway Act 1898;

“The Act of 1900” means the Great Central Railway Act 1900;

“The Act of 1901” means the Great Central Railway Act 1901.

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PART II.

NEW RAILWAYS ADDITIONAL LANDS &c.

Power to
Company to
construct
railways and
works.

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 hereinafter 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 those purposes or for the general purposes of their undertaking The railways hereinbefore referred to and authorised by this Act are—

In the county of York (West Riding)—

A Railway (No. 1) three miles one furlong and 7·5 chains or thereabouts in length commencing in the parish of Warmsworth by a junction with the Company's Barnsley to Barnetby Railway at a point half a chain or thereabouts to the north-east of the bridge carrying Guest Lane over the said railway and terminating in the parish of Bentley-with-Arksey by a junction with the same railway at a point fifty-one and a half chains or thereabouts north-east of the centre of the bridge carrying the same railway over Flood Drain on the north side of Mile Thorne sidings :

A Railway (No. 2) four furlongs and 5·15 chains or thereabouts in length wholly in the parish and urban district of Wombwell commencing by a junction with the Company's Worsborough Branch at a point nine chains or thereabouts to the north-east of the bridge carrying the Midland Railway over the said branch and terminating by a junction with the Company's Chapeltown Branch at a point three-quarters of a chain or thereabouts from the centre of Wombwell Main Junction signal-box measured in a south-westerly direction :

A Railway (No. 3) one furlong and 5·95 chains or thereabouts in length wholly in the parish and urban district of Wombwell commencing by a junction with Railway No. 2 in field No. 663 on the Ordnance map of the west riding of the county of York scale $\frac{1}{2500}$ sheet No. cclxxv. 13 dated 1895 at a point in that field distant half a chain or thereabouts from the southern boundary measured in a northerly direction and at right angles

thereto and one and a quarter chains or thereabouts from the eastern boundary measured in a westerly direction and at right angles thereto and terminating by a junction with the Company's Aldham Curve at a point five and a half chains or thereabouts measured along the said Aldham Curve from the south of the bridge carrying the said Aldham Curve over the Company's Worsborough Branch.

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6. The said Railways Nos. 1 2 and 3 shall for the purposes of tolls and charges and for all other purposes whatsoever be deemed to be part of the Company's undertaking.

Tolls on Railways Nos. 1 2 and 3.

7. Subject to the provisions of this Act the Company or the North Wales Committee may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railway hereinafter 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 those purposes or for the general purposes of their undertakings The railway hereinbefore referred to and authorised by this Act is—

Power to Company or North Wales and Liverpool Railway Committee to make railway.

In the county of Chester—

A Railway (No. 4) one furlong and five chains or thereabouts in length wholly in the parish of Bidston-cum-Ford in the rural district of Wirral commencing by a junction with the Bidston sidings of the North Wales Committee at a point four chains or thereabouts from the buffer stops of the northernmost siding and terminating by a junction with the Park Branch of the Wirral Railway at a point about three and a half chains or thereabouts west of the junction points of the dock goods line branch of the Wirral Railway.

8. The said Railway No. 4 shall for the purposes of tolls and charges and for all other purposes whatsoever be deemed to be part of the undertaking of the North Wales Committee or of the Company if the said Railway No. 4 shall be made by the Company.

Tolls on Railway No. 4.

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

For protection of Sheffield and South Yorkshire Navigation Company.

(1) In this section "the navigation" means the River Dun Navigation and the towing path thereof "the bridge"

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means the bridge by which Railway No. 1 commencing in the parish of Warmsworth by a junction with the Company's Barnsley to Barnetby Railway and terminating in the parish of Bentley-with-Arksey by a junction with the same railway shall be carried across the navigation :

- (2) The Company shall carry the said Railway No. 1 across the navigation and towing path by means of a bridge consisting of three arches the centre arch of which shall span the navigation and towing path and shall be seventy feet between the abutments at the least with a headway above the ordinary water level of the navigation where crossed by the said bridge of forty feet and the towing path on the north side of the navigation shall be not less than ten feet wide throughout :
- (3) The span of the bridge shall be measured at right angles to the centre line of the waterway where crossed by the bridge :
- (4) The foundations of the piers or abutments of the bridge shall be carried down to such depths below the ordinary level of the surface of the water in the navigation and shall be placed in such positions as shall be reasonably fixed by the principal engineer of the navigation :
- (5) If at any time hereafter all of the railway bridges existing at the passing of this Act across the River Dun Navigation between Tinsley and Stainforth shall be raised or converted into opening bridges and the Navigation Company shall apply to Parliament for power at their own expense to raise the bridge carrying Railway No. 1 across the navigation so as to afford a like clear headway above the ordinary level of the surface water in the navigation where so crossed or intended to be crossed or to convert the same into an opening bridge the Company shall not oppose such application except for the purpose of securing protection for their railway and works and the traffic thereon And the Company shall after the raising or conversion of the bridge as the case may be at all times at the cost of the Navigation Company maintain the same and (in case of conversion) work and manage the same as an opening bridge for the passage through the same of vessels which cannot with safety to the vessels or without risk of damage to the cargo therein lower their masts or chimneys and such bridge shall be so worked according to such regulations restrictions and arrangements as the Board of Trade may from time to time

on the application of either the Company or the Navigation Company prescribe having due regard to the relative importance of and to the regular conveyance and safe working of the traffic on the railway and navigation respectively :

- (6) The Company as well during the construction as during any repairs of the bridge shall leave the navigable waterway and towing path free and uninterrupted except so far as may be reasonably agreed between the Navigation Company and the Company :
- (7) All works crossing or affecting the navigation shall be executed in accordance with plans sections and specifications to be previously submitted to and reasonably approved in writing by the said engineer provided that if such engineer do not signify his approval or disapproval of the same within one month after their submission to him he shall be deemed to have approved them :
- (8) All works crossing or affecting the navigation shall be carried on uninterruptedly when commenced and shall be completed with all reasonable despatch and all scaffolding piling and materials affecting the waterway or towing path shall be removed as soon as the work for which they are required has been completed and in the meantime shall be kept in proper repair :
- (9) All works crossing or affecting the navigation shall be constructed and maintained so that the traffic of the navigation shall not except as herein expressly provided be in any way obstructed impeded or interfered with and such maintenance shall be effected under the superintendence and to the reasonable satisfaction of the Navigation Company but in all things at the expense of the Company :
- (10) The Company shall bear and on demand pay to the Navigation Company the reasonable expense of the employment by the Navigation Company of a sufficient number of inspectors and watchmen to watch the navigation during the construction of the works by this Act authorised crossing or in any way affecting the navigation and for preventing except as aforesaid any such obstruction or interference or any danger or accident from the acts or default of the Company or their contractors or the servants workmen or other persons in their respective employ :

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- (11) The Company shall at all times maintain the bridge and other works for such crossing of the navigation in good and substantial repair and condition to the reasonable satisfaction of the Navigation Company and so as not to cause any obstruction to the navigation and in default thereof the Navigation Company may as well on the lands of the Company as on their own lands do all such works and things as they may think reasonably requisite in that behalf and the reasonable cost thereof shall on demand be paid by the Company to the Navigation Company :
- (12) If by reason of the execution or maintenance of any of the works or any proceedings of the Company or any act or omission of the Company or their contractors or of any officer servant or workman or other person employed by the Company or such contractors the navigation or any of the works thereof be injured or damaged such injury or damage shall forthwith be made good by the Company at their own cost and in default thereof the Navigation Company may make good the same and recover the reasonable cost thereof from the Company :
- (13) The Company shall indemnify the Navigation Company for any loss or damage they may suffer and for any compensation they may be required to pay for any such obstruction (except as aforesaid) interruption or interference with the traffic of the navigation or any accident which shall have been occasioned by any such act or default as in this section is mentioned :
- (14) Nothing in this section shall extend to prevent the Navigation Company or any owner of vessels boats keels or barges using the navigation from recovering from the Company any special damage that shall be sustained by them or him for or in consequence of any such act or default as in this section is specified :
- (15) With respect to any lands belonging to the Navigation Company which the Company are by this Act authorised to enter upon take use or interfere with the Company shall not except by agreement with the Navigation Company purchase and take the same but the Company may purchase and take and the Navigation Company may and shall sell and grant to the Company accordingly an easement or right of using the same so far as may be necessary for the purpose of carrying the railway across the navigation :

(16) If any difference arise between the Company and the Navigation Company as to anything to be done or not to be done under this section or any money to be paid thereunder (except by way of compensation as in this section provided or for any such easement as aforesaid) such difference shall be determined by an engineer to be appointed (unless otherwise agreed on) on the application of either party by the President of the Institution of Civil Engineers but nothing in this Act shall be deemed to enable the said arbitrator to direct that any work shall be made of less dimensions than by this section is prescribed in that behalf: A.D. 1903.

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

(18) In order the better to secure means of communication with the navigation from works which may hereafter be established for getting minerals or for other purposes and in addition to the accommodation works to which any person may be entitled under the Lands Clauses Acts it shall be lawful for the Navigation Company or the proprietor or lessee of any such works from time to time at their or his own expense to make such railways or roads upon the lands of the Navigation Company and of such proprietor or lessee and of the Company by means of bridges over or archways under the railway as may be necessary for the proper accommodation of such works and for carrying away the minerals therefrom. If any difference shall at any time arise with respect to the mode of constructing or the situation or maintenance of any such communication or the time within which the same shall be made such difference shall be determined by an engineer to be appointed by the Board of Trade upon the application of either party.

10. For the protection of Charles Lennox Tredcroft George Robert Jackson and Selina Frances Bewicke Copley trustees and tenant for life of the Sprotborough Hall Estate (in this and the next immediately following section called "the trustees") and of the Denaby and Cadeby Main Collieries Limited and their assigns (all of whom are in this section included in the expression "the colliery company") the following provisions shall unless

For protection of Sprotborough Hall Estate and Denaby and Cadeby Main Collieries Limited.

A.D. 1903. otherwise agreed between the Company the trustees and the colliery company take effect (that is to say) :—

- (1) The Company shall in constructing Railway No. 1 by this Act authorised between Newton Lane and the Great North Road in the parish of Sprotborough deviate the same to the northward so that the railway shall be situate as close alongside Sprotborough Lane as the limits of deviation shown on the deposited plans and the requirements of a good double line of railway will allow :
- (2) The Company shall within six calendar months next after receiving notice in writing by the colliery company requiring them so to do construct and for ever thereafter maintain in good repair and condition across the said Railway No. 1 at such point between Newton Lane and the point marked one mile forty chains on the deposited plans as the colliery company shall specify (provided that the site chosen be not incompatible with the traffic and other requirements of the said railway) an overbridge not less than thirty feet in width between the parapets and at such angle being not less than forty-five degrees with the centre line of the railway across the said railway as the colliery company shall prescribe with liberty for the colliery company to make approaches to such overbridge on both sides of the said railway and for that purpose to place the embankment for such approaches upon the land of the Company so far as necessary Provided that if the cost of such bridge shall exceed two thousand five hundred pounds the excess shall be borne by the colliery company Provided also that the colliery company shall not be at liberty to give such notice nor shall the obligation of the Company under this subsection arise until the colliery company shall have bonâ fide commenced the sinking of a new colliery for the development of the minerals under the trustees' estate upon the lands of the trustees situate to the south-east of the said railway between Newton Lane and the Great North Road aforesaid Provided also that such bridge shall be accepted by the trustees and the colliery company in satisfaction of all damage which the trustees or the colliery company might otherwise claim for the severance by the railway of their lands between Newton Lane and the Great North Road aforesaid :
- (3) The said overbridge shall be constructed in such manner and of such strength as to comply with the Board of Trade

requirements in the case of overbridges intended for railway traffic and shall have a headway over Railway No. 1 of not less than fourteen feet six inches and be so designed and constructed as to be not incompatible with the proper working of the said railway in accordance with plans and sections to be previously submitted to the reasonable approval of the colliery company or in case of difference between the Company and the colliery company as to such plans and sections to be settled by arbitration as hereinafter provided :

(4) After the construction of the said overbridge the colliery company and all persons authorised by them shall be entitled free of charge for the purpose of giving access to and from the properties intersected by the Railway No. 1—

(A) To use the said overbridge and approaches for the purposes aforesaid with or without horses locomotive engines carriages carts waggons corves or other vehicles or other means of haulage or carriage ;

(B) To lay down maintain and use upon the said overbridge and approaches railways and tramways and other works for the conveyance of persons coal and other materials and things ;

(C) To construct lay down place affix and carry on in over to and along the said overbridge and approaches gas and water pipes telephone telegraph electric and other wires and cables and like appliances and to maintain and use the same pipes wires cables and appliances :

(5) Subject to the reasonable approval of the Company's engineer the colliery company shall be entitled to tip pit refuse and other materials upon or against the embankment of the said Railway No. 1 between Newton Lane and the Great North Road (making proper provision for the drainage and stability of the railway works affected thereby) and in so doing to raise the level of the land up to the formation level of the embankment of the said railway :

(6) The Company shall after the construction of Railway No. 1 make and thereafter maintain a convenient junction between that railway and any sidings connected with the colliery proposed to be sunk upon the site indicated in subsection 2 as the colliery company shall reasonably approve or in case of difference as shall be settled by arbitration as hereinafter provided :

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(7) If any dispute shall arise between the Company and the parties hereby intended to be protected as to anything hereinbefore referred to arbitration the same shall be referred to and shall be determined by an engineer or surveyor to be appointed on the application of either party by the President of the Institution of Civil Engineers :

(8) Nothing in this section shall except as herein expressly provided take away prejudice or affect any rights of the colliery company under any of the provisions of this Act or the Acts incorporated therewith including the rights of working minerals under or near the railway and works of the Company in accordance with such last-mentioned Acts.

For further protection of Sprotborough Hall Estate.

11. For the further protection of the trustees the Company shall in connection with the construction of Railway No. 1 provide the following works in addition to those shown on the deposited plans and sections :—

At or about			
Miles.	fur.	chains.	
0	2	2	Bridge under railway thirty-six feet wide clear of towing-path and not less than eighteen feet high for road and flood arch.
0	5	4	Bridge under railway thirty-six feet wide and eighteen feet high.
1	0	3	Level crossing or bridge over or under railway near Newton Quarry.
1	2	8	Bridge under railway at Newton Lane thirty-six feet wide fifteen feet high.
1	7	1	Two flood arches not less than eighteen feet wide each fifteen feet high.

For protection of Great Northern and Great Central Railway Companies.

12. The following provisions for the protection of the Great Northern and Great Central Railway Companies in respect of their joint railways (hereinafter jointly referred to as "the Two Companies") shall unless with the previous consent of the Two Companies under their respective common seals apply and have effect :—

(1) The expression "property of the Two Companies" when used in this section shall include any land railway siding work or convenience belonging or leased to the Two Companies :

(2) With respect to any property of the Two Companies which the Company are by this Act authorised to enter upon use or interfere with for the purposes of the Railway No. 1 by this Act authorised the Company may purchase and take

and the Two Companies may and shall sell and grant according to their estate and interest in and subject to all easements rights and covenants affecting the said property an easement or right of constructing and maintaining Railway No. 1 as and so far as the same is according to this Act to be constructed on the property of the Two Companies but save as aforesaid the Company shall not without the previous consent of the Two Companies in writing under their respective common seals enter upon take use or interfere with any property of the Two Companies :

- (3) The consideration to be paid for any easement or right to be acquired by the Company under the preceding subsection shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement and shall include full compensation in respect of minerals under or near to the property of the Two Companies which the Two Companies may have purchased or for which they may have paid compensation and for all damage loss or inconvenience which the Two Companies may suffer or sustain by or by reason of the exercise by the Company of the powers of this Act or of any Act incorporated therewith :
- (4) Railway No. 1 shall be carried over the railway of the Two Companies by a girder bridge with a span of a clear width of sixty feet measured at right angles to the railway of the Two Companies and with a clear headway throughout of not less than fifteen feet measured from the upper surface of the rails of such railway to the underside of the girders of the said bridge :
- (5) The Company shall not construct any works whether temporary or permanent which may affect any property of the Two Companies except in accordance with the provisions of this section and under the superintendence and to the reasonable satisfaction of the engineer of the Two Companies (hereinafter called "the engineer") and of such dimensions quality and strength of material and design and method of construction and according to such plans sections and specifications as shall have been previously submitted to and approved by the engineer or in case of difference between him and the engineer of the Company by an arbitrator to be appointed as hereinafter provided :

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- (6) The Company shall maintain the portion of Railway No. 1 which affects the property of the Two Companies including the said bridge in substantial repair and good order and condition in accordance with the plans sections and specifications so approved as aforesaid to the reasonable satisfaction in all respects of the engineer and if and whenever the Company fail so to do the Two Companies may do in and upon the lands of the Company as well as their own lands all such works and repairs as may be reasonably requisite in that behalf and the reasonable amount of their expenditure in so doing (as certified by the engineer) shall upon demand be repaid to them by the Company :
- (7) The Company shall not in the execution maintenance or repair of any of their works remove or disturb any of the rails of any railway siding or other work belonging or leased to or worked by the Two Companies or obstruct hinder or interfere with the free uninterrupted and safe user of any such railway siding or work or any traffic thereon and shall during the execution or repair of any of their works execute all such temporary works as the engineer may consider necessary for the purpose of avoiding risk to the railways or works of the Two Companies or interruption to the traffic thereon :
- (8) The Company shall bear and on demand pay to the Two Companies the reasonable expense of the employment by the Two Companies during the execution or repair of any work affecting any property of the Two Companies of such inspectors watchmen and signalmen to be appointed by the Two Companies as may be necessary for watching and signalling the same with reference to and during the execution or repair of any such work of the Company and for preventing 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 employment of the Company or of their contractors with reference thereto or otherwise and shall also bear and on demand pay the costs of the engineer in connection with the said works :
- (9) If by reason of the construction or working of the railway or works of the Company it shall become necessary to add or alter any signal cabins signal posts signal or other similar works on any railway belonging or leased to or worked by the Two Companies the Two Companies may make such

additions and alterations and the reasonable expense of such additions and alterations shall be repaid by the Company on demand and the cost of maintaining and working any additional signal cabins signal posts signals or other similar works and a fair proportion of the cost of maintaining and working any altered signal cabins signal posts signals or other similar works shall at the end of every half year be repaid by the Company to the Two Companies :

(10) The Company shall bear and on demand pay to the Two Companies the expense of any works or precautions which in the opinion of the engineer are necessary for the support or continuous working of any railway siding or work belonging or leased to or worked by the Two Companies by reason or in consequence of the construction or user of the Company's works :

(11) If by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or of their contractors or of any person in the employment of the Company or of their contractors or otherwise any railway siding or work belonging or leased to or worked by the Two Companies 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 Two Companies may make good the same and the reasonable expenses thereof as certified by the engineer shall be repaid to the Two Companies by the Company on demand and the Company shall indemnify the Two Companies against all losses which the Two Companies may sustain and shall pay all costs charges and expenses which the Two Companies may be put to or incur by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or their contractors or any person in the employment of the Company or their contractors or otherwise :

(12) If in the opinion of the Two Companies or in case of difference between them and the Company in the opinion of an arbitrator to be appointed as hereinafter provided it shall be necessary for the Two Companies to purchase or pay compensation for any minerals required to be left unworked (A) for the protection and safety of any works constructed under the powers of this Act then the Company shall on demand pay to the Two Companies all costs and expenses

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incurred by them in relation to any such purchase or payment of compensation or (B) for the protection and safety of the property of the Two Companies as well as of the said works to be constructed under the powers of this Act then the Company shall on demand pay to the Two Companies a fair proportion of the costs and expenses incurred by them in relation to any such purchase or payment of compensation and the proportion of such costs and expenses payable by the Company shall in case of difference be determined by arbitration as hereinafter provided :

(13) If at any time hereafter the Two Companies shall be desirous of extending widening or altering any of the railways or works affected by Railway No. 1 by this Act authorised the Company shall give to the Two Companies all proper and reasonable facilities for that purpose and shall pay the Two Companies all extra cost in the acquisition of land and the construction or alteration of earthworks and permanent way which may be incurred by the Two Companies in carrying out such extension widening or alteration by reason of the construction of the said Railway No. 1 :

(14) The Company and the Two Companies may agree upon any variation of or alteration in the works in this section provided for or in the manner in which the same shall be executed :

(15) If any difference shall arise between the Company and the Two Companies or their respective engineers except under subsection (3) hereof as to the true intent and meaning of this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be appointed by the Board of Trade on the application of either party after notice to the other.

For protection of Great Northern Railway Company.

13. The following provisions for the protection of the Great Northern Railway Company (hereinafter called "the Great Northern Company") shall unless with the previous consent of the Great Northern Company in writing under their common seal apply and have effect :—

(1) The expression "Great Northern property" when used in this section shall include any land railway siding work or convenience belonging or leased to the Great Northern Company or to any company whose railway is worked by the Great Northern Company :

(2) With respect to any Great Northern property which the Company are by this Act authorised to enter upon use or interfere with for the purposes of the Railway No. 1 by this Act authorised the Company may purchase and take and the Great Northern Company may and shall sell and grant according to their estate and interest in and subject to all easements rights and covenants affecting the said property an easement or right of constructing and maintaining Railway No. 1 as and so far as the same is according to this Act to be constructed on Great Northern property but save as aforesaid the Company shall not without the previous consent of the Great Northern Company in writing under their common seal enter upon take use or interfere with any Great Northern property :

(3) The consideration to be paid for any easement or right to be acquired by the Company under the preceding subsection shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement and shall include full compensation in respect of minerals under or near to Great Northern property which the Great Northern Company may have purchased or for which they may have paid compensation and for all damage loss or inconvenience which the Great Northern Company may suffer or sustain by or by reason of the exercise by the Company of the powers of this Act or of any Act incorporated therewith :

(4) Railway No. 1 shall be carried over the Great Northern Railway by a girder bridge with a span of a clear width of sixty feet measured at right angles to the Great Northern Railway and with a clear headway throughout of not less than fifteen feet measured from the upper surface of the rails of such railway to the underside of the girders of the said bridge :

(5) The Company shall not construct any works whether temporary or permanent which may affect any Great Northern property except in accordance with the provisions of this section and under the superintendence and to the reasonable satisfaction of the engineer of the Great Northern Company (hereinafter called "the engineer") and of such dimensions quality and strength of material and design and method of construction and according to such plans sections and specifications as shall have been previously submitted to and

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approved by the engineer or in case of difference between him and the engineer of the Company by an arbitrator to be appointed as hereinafter provided :

- (6) The Company shall maintain the portion of Railway No. 1 which affects Great Northern property including the said bridge in substantial repair and good order and condition in accordance with the plans and sections and specifications so approved as aforesaid to the reasonable satisfaction in all respects of the engineer and if and whenever the Company fail so to do the Great Northern Company may do in and upon the lands of the Company as well as their own lands all such works and repairs as may be reasonably requisite in that behalf and the reasonable amount of their expenditure in so doing (as certified by the engineer) shall upon demand be repaid to them by the Company :
- (7) The Company shall not in the execution maintenance or repair of any of their works remove or disturb any of the rails of any railway siding or other work belonging or leased to or worked by the Great Northern Company or obstruct hinder or interfere with the free uninterrupted and safe user of any such railway siding or work or any traffic thereon and shall during the execution or repair of any of their works execute all such temporary works as the engineer may consider necessary for the purpose of avoiding risk to the railways or works of the Great Northern Company or interruption to the traffic thereon :
- (8) The Company shall bear and on demand pay to the Great Northern Company the reasonable expense of the employment by the Great Northern Company during the execution or repair of any work affecting any Great Northern property of such inspectors watchmen and signalmen to be appointed by the Great Northern Company as may be necessary for watching and signalling the same with reference to and during the execution or repair of any such work of the Company and for preventing 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 employment of the Company or of their contractors with reference thereto or otherwise and shall also bear and on demand pay the costs of the engineer in connection with the said works :

(9) If by reason of the construction or working of the railway or works of the Company it shall become necessary to add or alter any signal cabin signal posts signals or other similar works on any railway belonging or leased to or worked by the Great Northern Company the Great Northern Company may make such additions and alterations and the reasonable expense of such additions and alterations shall be repaid by the Company on demand and the cost of maintaining and working any additional signal cabins signal posts signals or other similar works and a fair proportion of the cost of maintaining and working any altered signal cabins signal posts signals or other similar works shall at the end of every half year be repaid by the Company to the Great Northern Company :

(10) The Company shall bear and on demand pay to the Great Northern Company the expenses of any works or precautions which in the opinion of the engineer are necessary for the support or continuous working of any railway siding or work belonging or leased to or worked by the Great Northern Company by reason or in consequence of the construction or user of the Company's works :

(11) If by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or of their contractors or of any person in the employment of the Company or of their contractors or otherwise any railway siding or work belonging or leased to or worked by the Great Northern Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Great Northern Company may make good the same and the reasonable expense thereof as certified by the engineer shall be repaid to the Great Northern Company by the Company on demand and the Company shall indemnify the Great Northern Company against all losses which the Great Northern Company may sustain and shall pay all costs charges and expenses which the Great Northern Company may be put to or incur by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or their contractors or any person in the employment of the Company or their contractors or otherwise :

(12) If in the opinion of the Great Northern Company or (in case of difference between them and the Company) in the

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opinion of an arbitrator to be appointed as hereinafter provided it shall be necessary for the Great Northern Company to purchase or pay compensation for any minerals required to be left unworked (A) for the protection and safety of any works constructed under the powers of this Act then the Company shall on demand pay to the Great Northern Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation or (B) for the protection and safety of Great Northern property as well as of the said works to be constructed under the powers of this Act then the Company shall on demand pay to the Great Northern Company a fair proportion of the costs and expenses incurred by them in relation to any such purchase or payment of compensation and the proportion of such costs and expenses payable by the Company shall in case of difference be determined by arbitration as hereinafter provided :

(13) If at any time hereafter the Great Northern Company shall be desirous of extending widening or altering any of the railways or works affected by Railway No. 1 by this Act authorised the Company shall give to the Great Northern Company all proper and reasonable facilities for that purpose and shall pay the Great Northern Company all extra cost in the acquisition of land and the construction or alteration of earthworks and permanent way which may be incurred by the Great Northern Company in carrying out such extension widening or alteration by reason of the construction of the said Railway No. 1 :

(14) The Company and the Great Northern Company may agree upon any variation of or alteration in the works in this section provided for or in the manner in which the same shall be executed :

(15) If any difference shall arise between the Company and the Great Northern Company or their respective engineers except under subsection (3) hereof as to the true intent and meaning of this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be appointed by the Board of Trade on the application of either party after notice to the other.

For protection of West Riding County Council.

14. For the protection of the county council of the west riding of the county of York (in this section called "the county council") the following provisions shall have effect unless otherwise

agreed on in writing between the county council and the Company A.D. 1903.
 (that is to say):—

(1) The bridges whereby Railway No. 1 is carried over the roads specified in the following table shall be flat girder bridges of the full widths of the said respective roads between the fences thereof where crossed by the railway and no part of the abutments of the said bridges shall project beyond the line of the said fences (viz.):—

Parish.	No. on deposited Plans.	Name of Road.
Bentley-with-Arksey -	2	Doncaster and Tadcaster Main Road.
Ditto - - -	10	Doncaster and Selby Main Road.

The said bridges shall have clear headways throughout respectively of not less than seventeen feet from the surface of the said roads at the respective points of crossing to the underside of the said respective bridges and shall be constructed and maintained as far as is practicable drop dry at all times :

- (2) The Company shall so construct the bridge and any works in connection therewith over the said Doncaster and Selby main road and so thereafter maintain the same as not to injure any flood arch or culvert under such road and so that the waterway through the same shall not or may not become obstructed or impeded and so that the same shall not be rendered inaccessible or difficult of access :
- (3) The Company shall construct and maintain on both sides of the said bridges and for such distances beyond and of such height not exceeding six feet and in such manner as the county council shall require a close screen and such close screen shall not be used for the posting of bills or advertising purposes by means of posters or placards on the sides facing the said roads respectively :
- (4) All works which will interfere with any of the said main roads including any temporary or substituted road and any flood arch or culvert as aforesaid shall be executed to the satisfaction of the county council in conformity with such plans sections and specifications as may be approved by them and which shall be submitted to them at least twenty-eight days before the commencement of such works If the county council do not within the said twenty-eight days signify their approval or disapproval of the said plans

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sections and specifications or their directions in relation thereto they shall be deemed to have approved thereof. The Company shall pay the reasonable costs incurred by the county council in the superintendence of such works:

- (5) All temporary or substituted roads shall be properly drained and kept in repair by the Company to the satisfaction of the county council:
- (6) The traffic of the said roads shall not during the construction of the said railway or any works in connection therewith or during any subsequent repairing thereof be obstructed or interfered with unnecessarily:
- (7) If any difference arises between the Company and the county council as to the true intent and meaning of any of the provisions of this Act in relation to any works to be executed or any powers to be exercised affecting the said main roads such difference shall be settled by an engineer to be agreed upon or failing agreement to be appointed by the Board of Trade on the application of either of the parties in difference.

For protection of corporation of Doncaster.

15. The following provisions for the protection of the mayor, aldermen and burgesses of the borough of Doncaster in the county of York (in this section referred to as "the corporation") being the owners of the Doncaster Corporation Light Railways shall unless with the previous consent of the corporation in writing under their common seal apply and have effect (that is to say):—

- (1) Notwithstanding anything shown on the deposited plan the Company shall carry Railway No. 1 over the Great North Road in the parish of Bentley-with-Arksey in the west riding of the county of York within the limits of deviation shown on the plan by means of a girder bridge with a span of not less than forty-three feet measured on the square being the present width of the existing roadway and having a clear headway throughout of not less than seventeen feet from the present surface level of the road to the underside of the girders:
- (2) The Company shall carry the said Railway No. 1 over the Doncaster Corporation Light Railway at such point on the Bentley Road in the parish of Bentley-with-Arksey in the west riding of the county of York within the limits of deviation shown on the plan as shall be approved by the corporation such approval not being unreasonably withheld and by means of a girder bridge with a span of not less than

forty-one feet measured on the square being the present width of the existing roadway and having a clear headway throughout of not less than seventeen and a half feet from the upper surface of the present tram rails to the underside of the girders :

- (3) The Company shall construct and maintain the said Railway No. 1 where the same will be made over or across or will interfere with the said light railway of the corporation 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 corporation such approval not being unreasonably withheld in all things at the expense of the Company and under the superintendence if such superintendence shall be given and to the reasonable satisfaction of the corporation :
- (4) Before commencing the construction of the bridge mentioned in subsection (2) of this section the Company shall give to the corporation twenty-eight clear days' previous notice in writing of their intention to commence such works :
- (5) The Company shall on demand pay to the corporation the reasonable cost of all alterations or additions to the said light railway of the corporation rendered necessary by the construction of the said Railway No. 1 over and across such light railway as aforesaid and also the reasonable cost of providing temporary arrangements for carrying the trolley wires of the said light railway during the construction of the said bridge over Bentley Road and in order to reduce the cost of the lowering of the said wires the corporation shall have the right to fix by such means and according to plans to be approved by the engineer and at all times to maintain such permanent attachments to the structure of the said bridge for the purpose of carrying the said trolley wires thereunder The works mentioned in this subsection shall be carried out by the corporation at the cost of the Company :
- (6) The Company shall not in any manner in the execution or maintenance of any of their works obstruct disturb or interfere with the free uninterrupted and safe user of the said light railways or the traffic thereon :
- (7) The Company shall on demand pay to the corporation the cost of the employment by the corporation during the execution of any work authorised by this Act which affects

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the said light railways of a sufficient number of inspectors workmen and signalmen for watching and signalling on the said light railways during the construction of the said bridge and for preventing all interference with or obstruction danger and accident on the said light railways from any of the operations of the Company or the acts or defaults of their contractors or any person in the employment of the Company or their contractors with reference thereto or otherwise :

- (8) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the corporation all losses damages and expenses which may be occasioned to the corporation or to the gas water or light railway undertakings of the corporation or to the traffic on their said light railways or to any person or persons using the same undertakings or any of them or otherwise by or by reason of the execution or failure of any of the intended works (whether during construction or after completion thereof) or by reason of any act default or omission of the Company or of any person or contractor in their employ or of their contractors or otherwise and the Company shall effectually and completely indemnify and hold harmless the corporation from all claims and demands upon or against them by reason of such execution or failure or of any such act default or omission :
- (9) If any question arises between the corporation and the Company under this section the same shall be referred to arbitration.

For protec-
tion of Dun
Drainage
Commis-
sioners.

16. The following provisions for the protection of the works rights and interests of the Dun Drainage Commissioners (hereinafter called "the commissioners") and the drainage district under their jurisdiction shall unless otherwise agreed between the commissioners and the Company have effect (that is to say) :—

- (1) The Company shall construct and maintain in the embankment of Railway No. 1 at a point between one mile seven furlongs and two miles shown on the deposited plans so many flood arches as their engineer shall consider necessary giving a total sectional area of not less than one thousand square feet between the levels of twenty-eight and thirty-six feet above Ordnance datum to enable the flood waters to pass through the proposed embankment :

- (2) The Company shall construct and maintain in the said embankment at a point about two miles one furlong one and a half chains on the deposited plans a culvert giving a sectional area of not less than seventy square feet :
- (3) The Company shall construct and maintain at a point where Railway No. 1 crosses Bentley Road at each side of the bridge crossing the said road flood arches with a span of not less than thirty-two feet six inches each :
- (4) The Company shall construct and maintain at a point about two miles three furlongs on the deposited plans a culvert giving a total sectional area of one hundred square feet :
- (5) The Company shall construct and maintain in the said embankment at a point about two miles seven furlongs on the deposited plans so many flood arches as their engineer shall consider necessary giving a total sectional area of not less than one hundred and eighty square feet between the levels of 24·75 feet and 29·75 feet above Ordnance datum Provided always that the openings mentioned in this subsection shall not be considered necessary and shall not be constructed in the event of the Company so using the lands shown within the limits of deviation upon the deposited plans on the south-east side of their existing railway from Doncaster to Barnby Dun as to raise the level of the said lands up to or above the present flood bank on the north-west side of the flood drain :
- (6) The Company shall remove any débris or obstruction which may be deposited in the said flood arches and culverts :
- (7) All the works to be constructed under this section shall be executed according to plans and sections to be previously submitted to and subject to the reasonable approval of the engineer for the time being of the commissioners and in the event of any difference between the commissioners and the Company or their respective engineers as to such plans and sections such difference shall be determined by an engineer to be appointed by the Board of Trade on the application of the commissioners or the Company :
- (8) Nothing in this Act contained shall except as otherwise expressly provided by this Act extend or be construed to extend so as to prejudice or affect or to repeal or alter any of the powers authorities rights or privileges granted to the commissioners in or by any Act or Acts of Parliament

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passed relating to the Dun Drainage District or in any respect to impede obstruct prejudice affect injure or damage other works of the commissioners or the River Dun or any of the cuts channels banks culverts drains or works belonging thereto or now or heretofore used and enjoyed therewith.

For protec-
tion of Sir
William
Cooke.

17. For the protection of Sir William Henry Charles Wemyss Cooke Bart. his heirs and assigns (hereinafter called "the owner") the following provisions shall unless otherwise agreed between the owner and the Company have effect:—

- (1) In constructing the Railway No. 1 the Company shall make and thereafter maintain a bridge under the railway at the point marked C on the plan signed by John Waring on behalf of the owner and Charles Arthur Rowlandson on behalf of the Company and in this section referred to as "the signed plan" having a span of not less than twelve feet measured on the square and a clear headway throughout its entire width of not less than nine feet and six inches the underside of the girders of such bridge being at a level of not less than one foot and six inches above the present soffit of the centre arch of the bridge under the existing railway of the Company at the point marked A on the signed plan :
- (2) The Company shall purchase and acquire prior to opening the said Railway No. 1 the whole of the property of the owner which will lie between the northernmost line of that railway and their existing railway and the whole of the properties numbered respectively on the deposited plans 56 57 and 58 in the parish of Bentley-with-Arksey excepting the strip of land coloured pink on the signed plan but the Company may carry a single or double line of railway on the south-eastern side of the existing railway over the said strip of land by means of a bridge having a clear span of not less than twelve feet measured on the square and a clear headway throughout its entire width of not less than nine feet above the level of a line drawn from a point eight feet below the soffit of the aforesaid existing arch to the top of the existing flood bank at the point marked B on the signed plan :
- (3) Before opening the Railway No. 1 for traffic the Company shall if required so to do by the owner by notice in writing alter the bridge under their existing railway at the point marked A on the signed plan so as to provide a headway throughout the entire width of the centre arch thereof of

not less than one foot above the soffit of the present arch and the owner shall if he gives notice as aforesaid pay to the Company the sum of five hundred pounds or a sum equal to one half the cost necessarily incurred by the Company in effecting such alteration whichever shall be the less sum : A.D. 1903.

- (4) The owner shall have the right at his own cost of lowering the surface of the ground under the said arch to an extent not exceeding one foot such lowering to be effected in such manner as may be agreed between the owner and the Company or failing agreement may be settled by arbitration :
- (5) The owner shall have the right to construct maintain and use under the said existing railway such road rails or tramways as he thinks fit :
- (6) The Company shall afford all reasonable facilities for enabling the owner to construct any such road rails and tramway under the said bridges and over the said land coloured pink and over the flood drain :
- (7) Any difference which may arise under the provisions of this section between the Company and the owner shall be referred to and determined by an engineer to be agreed upon between the Company and the owner or failing such agreement by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers.

18. The Great Northern Railway Company shall have and be entitled to the same running and other powers and rights over and in respect of the railways numbered 2 and 3 by this Act authorised as they now have or are entitled to under the provisions of an agreement contained in the Third Schedule to the Extension to London Act over or in respect of the railways of the Company specified in clause 24 of the said agreement. Running powers to Great Northern Railway Company.

19. For the protection of the Wirral Railway Company (in this section called "the Wirral Company") the following provisions shall unless otherwise agreed between the Company and the Wirral Company in writing apply and have effect with respect to Railway No. 4 (that is to say) :— For protection of Wirral Railway Company.

- (1) The Wirral Company shall at their own expense construct a new goods line (on the north side of their passenger line) from Bidston East Junction to Docks Goods Station and disconnect their present junction known as Docks No. 2 :

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- (2) The Company shall not construct the junction with the main line of the Wirral Company shown on the deposited plans but in lieu thereof shall construct the double junction (with all necessary signalling apparatus and conveniences) with the said new goods line in accordance with the plan signed in triplicate by the Right Honourable Albert Edmund Earl of Morley the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred one copy whereof has been deposited in the Office of the Clerk of the Parliaments :
- (3) The Wirral Company shall proceed with the construction of the said new goods line and the Company shall construct the aforesaid double junction therewith so that the same may be simultaneously opened for traffic :
- (4) In order to expedite the construction by the Wirral Company of the said new goods line and to facilitate the free passage across the main line of the Wirral Company of traffic between the sidings of the North Wales Committee and the dock lines the Company shall at their own expense provide and deliver to the Wirral Company suitable second-hand rails sleepers and other permanent way materials for the construction by the Wirral Company of the said new goods line except that the points and crossings for the junction between the new goods line and the Wirral Railway at Bidston East Junction shall be provided by the Wirral Company at their own cost :
- (5) Notwithstanding anything contained in this Act or shown on the deposited plans for this Act the Company or the North Wales Committee shall not without the previous consent of the Wirral Company enter upon take or use any of the lands belonging to the Wirral Company except such an easement across the intervening land of the Wirral Company as shall be necessary for the double junction to be constructed as hereinbefore mentioned :
- (6) All traffic passing by way of the said new junctions shall be paid for to the Wirral Company as though such traffic had passed by way of the present Dee Junction between the Wirral Railway and the North Wales and Liverpool Railway :
- (7) In the event of the North Wales Committee exercising the powers of this Act with respect to the construction of Railway No. 4 the expression "the Company" wherever used in this section shall be deemed to mean the North Wales Committee.

20. The powers of this Act conferred upon the Company with respect to the railway shown on the deposited plans as Railway No. 4 shall be exercised in accordance with and subject to the following provisions for the protection of the Wirral Rural District Council (that is to say) In constructing the bridge and the works connected therewith for carrying the railway over the waterway which carries the waters of the Birkett and Fender and other contributory streams the Company shall not alter the line or levels of such waterway and such bridge and other works shall be made and constructed in a substantial and workmanlike manner and of a clear space of eleven feet measured at right angles to the centre line of the waterway and of such height that the underside of the girders or the soffit of the arch thereof shall not be less than ten feet six inches above the present bed of the waterway and to the reasonable satisfaction of and according to plans to be previously approved by the engineer to the Wirral Rural District Council and so as not to interfere with the free passage of the water in the waterway and shall for ever afterwards be so maintained and kept in good and proper repair by and at the expense of the Company.

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For protection of
Wirral Rural
District
Council.

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

Liability to
repair sur-
face of road
level of
which is not
permanently
altered.

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

For protec-
tion of gas
and water
mains of
local autho-
rities.

23. The quantity of land to be taken by the Company or the North Wales Committee as the case may be by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not in each case exceed five acres but nothing in that Act or in this Act shall exempt the Company or the North Wales Committee as the case may be from any indictment action or other proceeding for nuisance in the event of any

Land for ex-
traordinary
purposes.

A.D. 1903. — nuisance being caused or permitted by them respectively upon any land so taken.

Period for completion of works.

24. If the railways and works by this Act authorised 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 and the North Wales Committee respectively for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Deposit money not to be repaid except so far as railways are opened.

25. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of nine thousand five hundred and forty-eight pounds nineteen shillings and sevenpence two and a half per cent. consolidated stock representing the then cash value of eight thousand eight hundred and eighty pounds eleven shillings being five per cent. upon the amount of the estimate in respect of the Railways Nos. 1 to 7 proposed to be authorised by the Bill for this Act when introduced into Parliament has been deposited with the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act And whereas Railways Nos. 5 6 and 7 were struck out of the said Bill in its passage through Parliament and the sum of two thousand and seven pounds ten shillings and sevenpence consolidated stock represents five per cent. on the sum of thirty-seven thousand three hundred and thirty-five pounds being the amount of the estimate in respect of those railways And whereas the sum of seven thousand five hundred and forty-one pounds nine shillings consolidated stock represents five per cent. on the amount of the estimate in respect of the railways authorised by this Act and is referred to in this Act as "the deposit fund" Be it enacted that notwithstanding anything contained in the said Act the deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company or the North Wales Committee as the case may be shall previously to the expiration of the period limited by this Act for completion of the railways open the same for the public conveyance of passengers and if the Company or the North Wales Committee as the case may be shall make default in so opening the railways the deposit fund shall be applicable and shall be applied as provided by the next following section Provided that if within such period as aforesaid the

A.D. 1903.

Company or the North Wales Committee as the case may be open any of the railways or any portion of the railways for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the railway or the length of the portion of railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway or portion of railway so opened bears to the entire length of the railways the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

26. If the Company or the North Wales Committee as the case may be do not previously to the expiration of the period limited for the completion of the railways complete the same and open them for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors 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 said 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 and the North Wales Committee 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 deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company or the North Wales Committee is insolvent or the undertaking 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 or the North Wales Committee for the benefit of the creditors thereof and subject to such application shall be repaid to the depositors Provided that until the deposit fund has been repaid to the depositors or has become otherwise

Application
of deposit.

A.D. 1903. — applicable as hereinbefore mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Release of
portion of
stock in
excess of
deposit fund.

27. On the application of the depositors at any time after the passing of this Act the High Court may and shall order the sum of two thousand and seven pounds ten shillings and sevenpence two and a half per centum consolidated stock (being so much of the said sum of nine thousand five hundred and forty-eight pounds nineteen shillings and sevenpence like stock as was deposited in excess of the deposit fund) with any interest or dividends accrued thereon to be transferred and paid to the depositors or as they may direct.

Power to
Company to
acquire
additional
lands.

28. 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 for the purposes connected with their undertaking enter upon take use and appropriate the lands hereinafter mentioned shown and delineated upon the deposited plans and described in the deposited books of reference and may exercise the other powers in relation thereto hereinafter mentioned (that is to say):—

In the county of Chester—

Certain lands and buildings in the parish and borough of Dukinfield on the north side of the Company's railway at or near Hyde Junction Station and lying between Dewsnap signal-box and the western boundary of King Street:

Certain other lands in the same parish and borough on the north side of the railway of the Company and situated between two points seven chains and twenty chains or thereabouts respectively eastwards from the eastern face of Dewsnap Lane Bridge:

Certain other lands in the same parish and borough on the south side of the railway of the Company at or near Hyde Junction Station and bounded on the north by the Company's fence and on the east by the Victoria Mill:

Certain other lands in the same parish and borough on the south side of the railway of the Company between two points one chain and two chains or thereabouts respectively eastwards from the eastern face of Victoria Mill.

In the county of Lancaster—

Certain lands and buildings in the parish of South Manchester in the county borough of Manchester on the south

side of the Company's railway at or near Ashburys Station lying between Gorton Lane and the Anglo-American Oil Company's works :

Certain other lands in the same parish and borough on the south side of the railway of the Company at or near Ashburys Station lying between Gorton Lane and Pottery Lane :

Certain other lands in the same parish and borough on the south side of the railway of the Company at or near Ashburys Station and forming a portion of Messrs. Davies' works :

Certain other lands in the same parish and borough on the south side of the railway of the Company at or near Ashburys Station between Clayton Lane and the Stockport Branch Railway of the Sheffield and Midland Railway Companies Joint Committee :

Certain lands in the parish and urban district of Audenshaw bounded on the north by the Company's railway and situate between two points distant four and a half chains and nine and a half chains measured along the Company's fence in an easterly direction from the south-east corner of the bridge carrying North Street over the said railway.

In the county of Lincoln (parts of Lindsey)—

Certain land and buildings in the parish and county borough of Great Grimsby bounded on the east by the Company's property facing Cressy Street and on the west by the Alexandra Dock :

Certain land in the parish and urban district of Scunthorpe on the northerly side of the Company's railway situated between the Company's goods yard on the west and the public road leading from Scunthorpe to Appleby on the east.

In the county of London—

Certain lands in the metropolitan borough of Stepney being part of the property formerly known as Copenhagen Oil Mills bounded in part by Pixley Street on the north Limehouse Cut on the south Victoria Lead Works and Burdett Road on the east and Locksley Street on the west.

In the county of Middlesex—

Certain lands in the parish of Harrow-on-the-Hill in the urban district of Wembley situated at the most southerly corner of Wembley Park and adjacent to the yard of Oakington Farm.

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In the county of Warwick—

Certain land in the parish of Wolfhamcoate being the field numbered 250 on the Ordnance map of Warwickshire scale $\frac{1}{2500}$ sheets Nos. xxxv. 11 dated 1897 xxxv. 12 dated 1895 xxxv. 15 dated 1897 and xxxv. 16 dated 1896: Certain lands in the parish of Willoughby bounded on the north and south by the disused portion of the Oxford canal on the east by the Oxford canal and on the west by the Great Central Railway.

In the county of York (West Riding)—

Certain lands in the parish of Ecclesfield adjoining and on the south side of the Company's Wadsley Bridge Station bounded on the north by the said station on the east by the Sheffield to Penistone highway and on the west by the Company's station yard and in connection therewith certain other lands in the same parish situated on the south side of and bounded on the north by the Company's railway and on the west by Limestone Hall Lane and in connection therewith the Company may stop up and discontinue so much of the footpath which crosses the railway of the Company at or near Back Lane as lies between two points three and a half chains or thereabouts south-west of and one and a half chains or thereabouts north-east of the point where the said footpath crosses the railway of the Company and they may substitute therefor a new footpath commencing at the point of commencement of stopping up hereinbefore described running thence twelve chains or thereabouts in an easterly direction and terminating in the Sheffield to Penistone main road where that road crosses the railway of the Company at or near Wadsley Bridge Station:

Certain lands in the parish and urban district of Wath-upon-Dearne and parish and urban district of Wombwell and parish of Brampton Bierlow bounded on the north by the Company's Barnsley to Barnetby Railway on the south by the Dearne and Dove Canal on the east by Station Road adjacent to the Company's Wath Station and on the west by Pontefract Lane.

Confirmation of agreement with corporation of Manchester.

29. The agreement dated the thirtieth day of March one thousand nine hundred and three set forth in the Second Schedule to this Act and made between the Company of the one part and the lord mayor aldermen and citizens of the city of Manchester of the

other part is hereby confirmed and made binding upon the parties thereto respectively and the same shall be carried into effect by the respective parties. A.D. 1903.

30. The provisions for the benefit and protection of the lord mayor aldermen and citizens of the city of Manchester (hereinafter referred to as "the corporation") which are hereinafter contained shall unless otherwise agreed between the Company and the corporation be binding upon the Company and full effect shall be given thereto :— For protec-
tion of cor-
poration of
Manchester.

"Street" has the same meaning as in the Public Health Act 1875 ;

"The city surveyor" means the surveyor for the time being of the city of Manchester ;

"City" means the city of Manchester ;

"The signed plan" means the plans signed in duplicate by Charles Arthur Rowlandson on behalf of the Company and Thomas de Courcy Meade on behalf of the corporation.

The following provisions shall be applicable to all the railways and works of the Company in the city authorised by this Act :—

(A) All the piers or abutments and foundations of every bridge constructed under the powers of this Act over any street in the city shall extend and be made below the surface of the ground to such depth below the level of existing sewers drains water hydraulic gas electric telephonic or other mains pipes works or apparatus belonging to or under the control of the corporation which shall be necessary for the purpose of ensuring the permanent stability of the railway and as shall be sufficient to allow the corporation to make and construct repair or re-lay any sewers drains water hydraulic gas electric telephonic or other mains pipes works or apparatus which under or by virtue of any Act of Parliament the corporation are or may at any time hereafter be authorised to lay down construct and deposit :

(B) Prior to the commencement of any foundations for such piers or abutments the Company shall furnish to the corporation a section showing the proposed minimum depth of such foundations and if the corporation shall not within twenty-eight days from the receipt of such section notify their objections or requirements in relation thereto the same shall be deemed to be approved and the work shall be carried out accordingly The inside face of the piers or abutments of every bridge shall not encroach upon any

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street and no openings whatever shall be placed in any of such piers or abutments. The parapets of every bridge shall in every case be of such height from the level of the rails on each side of the railway and for such further length at both ends of such bridge as the corporation shall reasonably require. Every such bridge shall as far as practicable be made and maintained drop dry at all times and shall in all other respects be kept in complete repair by the Company. The Company shall also provide a parapet or screen of such height as the corporation may reasonably require on any other part of the railway authorised by this Act within the city where the same runs near to a public street. The piers or abutments of all such bridges to be erected under the powers of this Act shall be made and maintained by the Company and shall be faced at the base for an average height of one foot six inches with blue bricks and for the next three feet with brown-glazed bricks then with two courses of dark brown-glazed bricks and for the remainder of the height thereof with white-glazed bricks for the entire length thereof on each side. The facing above described shall if the corporation so require be introduced into the abutments of the existing bridge of the Company carrying the lines over Pottery Lane between the points A and B shown on the signed plan :

All such blue and glazed bricks shall be maintained and kept cleansed by the Company to the reasonable satisfaction of the corporation who shall be at liberty to undertake at the expense of the Company the cleansing of such glazed bricks from time to time in the event of the neglect of the Company so to do. In cases where the corporation shall consider extra lighting necessary by night or day the Company shall provide sufficient lighting under any new bridge to be constructed under the powers of this Act and under any existing bridge of the Company adjoining or contiguous thereto. In cases where the corporation consider necessary the Company will upon request cause all exposed iron and woodwork in connection with the said bridges to be from time to time painted white or other suitable colour :

The corporation shall be at liberty to make attachments to the underside of any bridge carrying lines of railway of the Company over any public street in the city for the purposes of electric traction or lighting such attachments

to be in all respects subject to the approval of the Company's engineer and to be temporarily removed when required by him in connection with the maintenance reconstruction or alteration of the bridge :

- (c) Before obstructing or breaking up any street in the city under the powers of this Act the Company shall give to the corporation fourteen days' notice in writing of the intention to commence such works and the works so far as the same affect such street or road shall be carried out by the Company to the reasonable satisfaction of the corporation :

In all cases where streets in the city are intended to be temporarily stopped diverted or interfered with during the execution by the Company of any works authorised by this Act fourteen days' notice of the intention to commence such works shall be given to the corporation and the Company shall provide accommodation for the traffic and access to houses and other places affected thereby and make suitable arrangements for fencing lighting and watching to the reasonable satisfaction of the corporation and shall maintain such accommodation and access fences and lights to the like satisfaction :

- (D) The cost of any lamps sewers drains water hydraulic gas electric telephonic or other mains pipes works or apparatus belonging to or under the control of the corporation which may be rendered useless by the works authorised by this Act shall be paid to the corporation by the Company on demand and the same shall then become the property of the Company Provided always that the corporation may at their option retain the use of such existing sewers drains mains pipes works or apparatus which pass under any streets or lands acquired by the Company under the powers of this Act as will not in any way interfere with the construction or working of the railway :
- (E) The flags paving stones and other materials in any street in the city which may be stopped up or interfered with by the Company in the execution of the works by this Act authorised shall remain the property of the Corporation and may be removed by them :
- (F) Whenever in execution of the powers in this Act contained it shall for any purpose be necessary in the judgment of the Corporation to divert alter or interfere with or disturb any of the paving or flagging of the streets in the city or any

A.D. 1903.

sewers or drains or any of the water hydraulic gas electric telephonic or other mains pipes works or apparatus belonging to or under the control of the corporation such diversion or alteration in the position or otherwise of any such sewer drain or water hydraulic gas electric telephonic or other main pipe works or apparatus or other work which may be required for the purpose of any works by this Act authorised shall be carried out by and under the direction of the corporation but at the expense in all respects of the Company inclusive of the paving flagging and kerbing necessary to reinstate the street and make the same fit for traffic :

- (G) No existing sewer drain water hydraulic gas electric telephonic or other main pipe work or apparatus belonging to or under the control of the corporation shall be diverted disturbed altered or interfered with by the Company in the execution of the works authorised by this Act or at any time thereafter until a substituted sewer drain water hydraulic gas electric telephonic or other main pipe work or apparatus shall have been provided laid and constructed by the corporation of a capacity and at a level or levels which shall preserve to the reasonable satisfaction of the city surveyor the free and uninterrupted flow and passage of sewage water hydraulic power gas electricity or other matter through the same respectively The cost to be incurred by the corporation in providing laying and constructing such substituted sewer drain water hydraulic gas electric telephonic or other main pipe work or apparatus (including therein any compensation which may be payable by the corporation in respect thereof) shall be payable by the Company to the corporation on demand :
- (H) The above provisions in paragraphs (F) and (G) of this subsection shall extend and apply to any place (whether in a street or elsewhere) where the railways and works by this Act authorised shall be constructed under or over any sewer drain water hydraulic gas electric telephonic or other main pipe work or apparatus belonging to or under the control of the corporation :
- (J) Where the railway and works connected therewith pass over any street whether public or private suitable arrangements shall be made in and at the time of the construction of such railway and works by and at the cost of the Company for the carrying and protection of the present and future water hydraulic gas electric telephonic or other mains pipes

works or apparatus belonging to or under the control of the corporation and also of their sewers and drains and of any diversions thereof respectively or substitutions therefor in accordance with plans to be submitted to and reasonably approved by the city surveyor: A.D. 1903.

- (K) The cost of all works and matters which under this Act are to be or may be executed done or provided by the corporation at the cost of the Company and all other costs and expenses by this Act made payable by the Company to the corporation shall be paid on demand:
- (L) The Company shall be responsible for and make good to the corporation all costs losses damages and expenses which may be occasioned to the tramways in the city or to any of the works or property connected therewith or to any person or persons using the same or otherwise by reason of the execution maintenance or repair or failure of the said works by this Act authorised or by reason of obstruction to or increased cost in the working of the traffic of the tramways or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the corporation from all claims and demands upon or against them by reason of such execution maintenance or repair or failure or of any such omission:
- (M) If any difference shall arise between the corporation and the Company as to the reasonableness of the requirements of the corporation or the Company or concerning any plan or the execution of any of the works provided for by this Act then every such difference shall be settled by an engineer to be appointed by the corporation and the Company or if they cannot agree then by an engineer to be appointed as umpire under the provisions of the Railways Clauses Consolidation Act 1845.

31.--(1) The provisions of the London Building Act 1894 the London Building Act 1894 (Amendment) Act 1898 and any Act or Acts amending the same shall except so far as the same may be expressly varied by this Act apply to the execution by the Company of any works on the lands in the administrative county of London acquired under the powers of this Act and the Company shall save as aforesaid be entitled to the benefit of any special exemptions in favour of railway companies in the said London Buildings Acts contained. Provisions as to additional lands in London.

A.D. 1903.

(2) 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 the surface of any street or footway in the administrative county of London or without the consent of the London County Council to erect or maintain any building or structure beyond the general line of buildings in any street part of a street place or row of houses in the said county.

Additional
lands for
Wigan
Junction
Railway.

32. Subject to the provisions of this Act the Company or the Wigan Company may for the purposes connected with the undertaking of the Wigan Company enter upon take use and appropriate the lands hereinafter mentioned shown and delineated upon the deposited plans and described in the deposited books of reference (that is to say):—

In the county of Lancaster—

Certain lands in the parish and urban district of Hindley lying on the north-west side of Stoney Lane bounded on the north-east by the Wigan Junction Railway and on the south-east by the approach to Stoney Lane:

Certain other lands in the same parish and urban district lying on the north-west side of Stoney Lane bounded on the north-east side by the Wigan Junction Railway and on the south-east side by Stoney Lane:

Certain other lands in the same parish and urban district on the south-east side of Stoney Lane bounded on the north-east by the Wigan Junction Railway and on the north-west by Stoney Lane:

Certain other lands in the same parish and urban district being a portion of the field numbered 619 on the Ordnance map of Lancashire scale $\frac{1}{2500}$ sheet No. xciv. 19 dated 1894:

Certain other lands in the same parish and urban district on the east side of Stoney Lane bounded on the west by Stoney Lane on the south by the Wigan Junction Railway and on the north by the road leading to Strangeways Hall:

And the Wigan Company may apply to the purchase of the said lands any moneys which they now have in their hands or which they have power to raise and which may not be required for the purposes for which they were authorised to be raised.

For protec-
tion of cor-
poration of
Liverpool.

33. The Company or the Wigan Company shall not deposit spoil upon or in any other way raise the level of the surface of the ground as it exists at the passing of this Act over and within

six feet laterally measured from the sides of the forty-four inch Rivington Pipe Line of the Liverpool Corporation between the southern fence of the Wigan Company's property at the point where the said pipe line crosses the Wigan Junction Railway line near Hindley and Platt Bridge Station and the tunnel or subway under the public highway known as Stoney Lane constructed in connection with the road diversion authorised by the Wigan Junction Railways Act 1875 or in any other way interfere with or increase the difficulty of access and approach to the said pipe line for the purpose of inspecting maintaining repairing and renewing the same between such points.

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34. Subject to the provisions of this Act the Joint Committee may make and execute in the lines shown on the deposited plans relating thereto the new footpaths and alteration and deviation of footpaths and other works hereinafter described and may stop up and discontinue the portions of footpaths which will be rendered unnecessary by the construction of such new footpaths and the alteration and diversion of footpaths and may exercise the other powers in relation thereto hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes (that is to say) :—

Power to Great Western and Great Central Railways Joint Committee to divert footpaths.

In the parish of Quainton in the county of Bucks—

They may stop up and discontinue so much of the footpath leading from Grendon Underwood to Doddershall House as lies between two points four and a half chains and ten chains or thereabouts respectively measured in an easterly direction along the said footpath from the point where the said footpath crosses the fence dividing fields Nos. 76 and 75 on the Ordnance map of Buckinghamshire scale $\frac{1}{2500}$ sheet No. xxii. 15 dated 1880 and they may substitute in lieu thereof a new footpath commencing at the point of commencement of the portion of the footpath intended to be stopped up and running thence four chains or thereabouts in a south-easterly direction and thence four chains or thereabouts in a north-easterly direction and terminating at the termination of the portion of the footpath intended to be stopped up.

In the parish of Woodham in the rural district of Aylesbury in the county of Bucks—

(1) They may stop up and discontinue so much of the footpath leading from Ovinghill Farm to Newhouse Farm

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as lies between two points one and a half chains and four and a half chains or thereabouts respectively measured in a south-easterly direction along the said footpath from the point where the said footpath crosses the fence dividing fields Nos. 15 and 6 on the Ordnance map of Buckinghamshire scale $\frac{1}{2500}$ sheet No. xxii. 15 dated 1880 and they may substitute therefor a new footpath commencing at the point of commencement of the portion of footpath intended to be stopped up and running thence one and a half chains in an easterly direction and thence two chains in a southerly direction and terminating at the termination of the portion of the footpath intended to be stopped up:

- (2) They may stop up and discontinue so much of the footpath leading from Collett Farm to Lower South Farm as lies between two points thereon four chains and twelve chains or thereabouts respectively measured in a north-easterly direction along the said footpath from the point where the said footpath crosses the stream dividing fields Nos. 30 and 36 on the Ordnance sheet of Buckinghamshire scale $\frac{1}{2500}$ sheet No. xxvii. 3 dated 1880 and they may substitute therefor a new footpath commencing at the point of commencement of the portion of footpath intended to be stopped up and running thence two and a half chains or thereabouts in an easterly direction thence five and a half chains or thereabouts in a northerly direction thence five and a half chains or thereabouts in an easterly direction and thence one and a half chains in a north-easterly direction and terminating at the termination of the portion of footpath intended to be stopped up.

In the parish of Wotton Underwood in the rural district of Aylesbury in the county of Bucks—

- (1) They may stop up and discontinue so much of the footpath leading from Moat Farm to Westcott as lies between two points on the said footpath fourteen and a half chains and eighteen and a half chains or thereabouts respectively measured in an easterly direction along the said footpath from the point where the said footpath crosses the fence dividing fields Nos. 40 and 42 on the Ordnance map of Buckinghamshire scale $\frac{1}{2500}$ sheet No. xxvii. 3 dated 1880 and they may substitute therefor a new footpath commencing at the point of commencement of the portion of footpath intended to be stopped up and running thence one and a half chains or thereabouts

in a north-easterly direction and thence two and a half chains in a south-easterly direction and terminating at the termination of the portion of the footpath intended to be stopped up :

- (2) They may stop up and discontinue so much of the footpath leading from Wotton Underwood to Westcott as lies between two points on the said footpath nine and a half chains and twenty-eight chains or thereabouts respectively measured in a south-easterly direction along the said footpath from the point where the said footpath crosses the fence dividing fields Nos. 197 and 192 on the Ordnance map of Buckinghamshire scale $\frac{1}{2500}$ sheet No. xxvii. 7 dated 1880 and they may substitute therefor a new footpath commencing at the point of commencement of the portion of footpath intended to be stopped up and running thence sixteen and a half chains in a north-easterly direction on the westerly side of the footpath and thence three chains in a south-easterly direction and thence one chain in a north-easterly direction and terminating at the termination of the portion of footpath intended to be stopped up :
- (3) They may stop up and discontinue so much of the footpath leading from Wotton Underwood to Westcott as lies between two points thereon eight chains and ten chains or thereabouts respectively measured in an easterly direction from the point where the said footpath crosses the fence dividing fields Nos. 169 and 197 on the Ordnance map of Buckinghamshire scale $\frac{1}{2500}$ sheet No. xxvii. 7 dated 1880 and they may substitute therefor a new footpath commencing at the point of commencement of the portion of the footpath intended to be stopped up and running thence one and a half chains or thereabouts in a north-easterly direction thence one and a half chains or thereabouts in a south-easterly direction and terminating at the termination of the portion of footpath intended to be stopped up :
- (4) They may stop up and discontinue the whole of the footpath leading from the road numbered 280 on the Ordnance map of Buckinghamshire scale $\frac{1}{2500}$ sheet No. xxvii. 10 dated 1880 to its termination in the north-easterly corner of field No. 276 on the Ordnance map of Buckinghamshire scale $\frac{1}{2500}$ sheet No. xxvii. 11.

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In the parish of Ashendon-cum-Pollecot rural district of Aylesbury in the county of Bucks—

- (1) They may stop up and discontinue so much of the footpath leading from Dorton to Ashendon as lies between two points six and a half chains and eleven chains or thereabouts respectively measured along the said footpath in an easterly direction from the point where the footpath crosses the stream dividing fields Nos. 81 and 109 on the Ordnance map of Buckinghamshire scale $\frac{1}{2500}$ sheet No. xxvii. 14 dated 1880 and they may substitute therefor a new footpath commencing at the commencement of the portion of footpath intended to be stopped up and running thence three and a half chains or thereabouts in an easterly direction thence half a chain or thereabouts in a southerly direction and terminating at the termination of the portion of the footpath intended to be stopped up :
- (2) They may stop up and discontinue so much of the footpath running from Chilton to Upper Pollecot as lies between two points six chains and nine chains or thereabouts respectively measured along the said footpath in a north-easterly direction from the point where the footpath crosses the stream dividing fields Nos. 124 and 138 on the Ordnance map of Buckinghamshire scale $\frac{1}{2500}$ sheet No. xxvii. 14 dated 1880 and they may substitute therefor a new footpath commencing at the commencement of the portion of the footpath intended to be stopped up and running thence two chains in a northerly direction and thence two chains in a north-easterly direction and terminating at the termination of the portion of the footpath intended to be stopped up :
- (3) They may stop up and discontinue so much of the footpath leading from Wombwells Farm to Pollecot Farm as lies between two points one and a half chains and five chains or thereabouts respectively measured along the said footpath in an easterly direction from the point where the said footpath crosses the stream dividing fields Nos. 186 and 142 on the Ordnance map of Buckinghamshire scale $\frac{1}{2500}$ sheet No. xxxii. 3 dated 1899 and they may substitute therefor a new and shortened footpath running in a straight line between the points above-mentioned.

In the parish of Haddenham in the county of Bucks—

They may stop up and discontinue so much of the footpath leading from Tythrop House to Haddenham as lies between

two points fifteen and a half chains and eighteen and a half chains or thereabouts respectively measured in a northerly direction along the said footpath from a point where the said footpath crosses the south-western corner of field No. 117 on the Ordnance map of Buckinghamshire scale $\frac{1}{2500}$ sheet No. xxxii. 16 dated 1898 and they may substitute therefor a new footpath commencing at the commencement of the portion of footpath intended to be stopped up and running thence two chains in a north-easterly direction thence one chain in a north-westerly direction and terminating at the termination of the portion of footpath intended to be stopped up.

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In the parish of Kingsey rural district of Thame in the county of Oxford—

They may stop up and discontinue so much of the footpath leading from Toxhill Farm to Aston Sandford as lies between two points on the said footpath three and a half chains and five chains or thereabouts respectively measured in a south-westerly direction along the said footpath from the point where the said footpath crosses the fence dividing fields Nos. 49 and 74 on the Ordnance map of Oxfordshire scale $\frac{1}{2500}$ sheet No. xxxva. 13 dated 1898 and they may substitute therefor a new footpath commencing at the commencement of the portion of footpath intended to be stopped up and running thence one chain in a south-westerly direction thence one chain in a north-westerly direction and terminating at the termination of the portion of footpath intended to be stopped up.

35. The diversion of footpaths and other works by this Act authorised to be made by the Joint Committee and the lands by this Act authorised to be acquired by them shall for all purposes be deemed part of the works of and lands acquired for the purposes of the joint railway which by the Great Western and Great Central Railway Companies Act 1899 the Joint Committee were authorised to construct and acquire and the provisions of that Act shall so far as applicable extend and apply to the said works and lands as if they had been thereby authorised to be executed and acquired and the Joint Committee may apply their funds accordingly.

Provisions of Great Western and Great Central Railway Companies Act 1899 to apply to diversion of footpaths by Joint Committee.

36. Subject to the provisions of the Railways Clauses Consolidation Act 1845 in respect to mines lying under or near to the railway the site and soil of the portions of footpaths diverted stopped

As to vesting of site and soil of footpaths stopped up.

A.D. 1903. — up or discontinued by the Company or the Joint Committee as the case may be under the authority of this Act and the fee simple and inheritance thereof shall if the Company or the Joint Committee as the case may be are or if and when under the powers of this Part of this Act or of any other Act relating to the Company or the Joint Committee already passed they respectively shall become the owners of the land on both sides thereof be wholly and absolutely vested in the Company or the Joint Committee as the case may be and they may appropriate the same to the purposes of their respective undertakings.

Extinguishment of rights of way.

37. All public rights of way over or along any footpath which shall under the provisions of this Act be diverted stopped up or discontinued shall be extinguished as from the date of such diversion stopping up or discontinuance but any such footpath shall not be stopped up or discontinued unless and until the new footpaths (if any) which are by this Act authorised to be respectively substituted therefor are completed to the satisfaction of two justices. Provided that the Company or the Joint Committee as the case may be shall before applying to the said justices for their certificate that any footpath is completed to their satisfaction give seven days' notice in writing of their intention to apply for the same to the road authority of the district in which the road or footpath is situate.

Provision as to repair of new footpaths.

38. The new footpaths to be made under the authority of this Act shall unless otherwise agreed when made and completed respectively be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the adjoining portions of the same footpaths now devolves.

Power to make agreements as to construction or contribution towards cost of new footpaths.

39. The Company and the Joint Committee may enter into and carry into effect agreements with the parties having the charge management or control of the footpaths or any of them portions whereof shall under the provisions of this Act be stopped up with reference to the construction or contribution towards the cost of any new footpath or other work to be substituted therefor and with reference to any other matters relating thereto and if so agreed the Company and the Joint Committee may delegate to such parties as aforesaid the power of constructing all or any of such new footpaths in which they may be interested.

Power to deviate in construction of footpaths.

40. The Company and the Joint Committee may in constructing the diversion of footpaths by this Act authorised to

be constructed by them respectively deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans. A.D. 1903.

41. 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 the North Wales Committee the Wigan Company and the Joint Committee respectively any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in or 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. Persons under disability may grant easements &c.

42. The powers of the Company the North Wales Committee the Wigan Company and the Joint Committee 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 compulsory purchase of lands.

43. And whereas in order to avoid in the construction and maintenance of any of the railways and works authorised by this Act injury to the houses and buildings within one hundred feet of the railways authorised by this Act it may be necessary to underpin or otherwise strengthen the same Therefore the Company or the North Wales Committee as the case may be (in this section respectively referred to as "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 hereinafter provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :— Underpinning of houses.

- (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

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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 the arbitration of 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 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 :
- (6) 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 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 :
- (7) 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 section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act :
- (8) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts :

(9) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845. A.D. 1903.

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

Owners may be required to sell parts only of certain lands and buildings.

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

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

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

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises. A.D. 1903.

45.—(1) The Company the North Wales Committee the Wigan Company the Wrexham Mold and Connah's Quay Railway Company or the Joint Committee respectively (each of whom are in this section referred to as "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 metropolitan borough twenty or more houses or sites of houses or in any other borough or any urban district and elsewhere than in any such other borough or urban district any parish ten or more houses or sites of houses which on the fifteenth day of December next before the passing of this Act or of the former Act by which such purchase or acquisition was originally authorised were or have been since that day or shall hereafter be occupied either wholly or partly by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

Restrictions
on displacing
persons of
labouring
class.

(A) Shall have obtained the approval in the case of any metropolitan borough of the Secretary of State for the Home Department or in any other case of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the said fifteenth day of December or for such number of persons as the 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 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 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 Secretary of State or the Local Government Board as the case may be have approved of any such scheme he or they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall

A.D. 1903. 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 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 he or they may see fit.

(4) If it shall appear to the Secretary of State that having regard to the congestion of population in the immediate neighbourhood of the houses purchased or acquired in the county of London by the Company in respect of which new dwellings are to be provided or for sanitary or other reasons it is desirable that such new dwellings or a portion of them should be provided in some more open place or district he may approve of a scheme for providing the new dwellings or such part of them as he may determine in such other place or district as he may approve and on such conditions as he may think fit whether with regard to the provision of gardens open spaces and public recreation grounds or to facilities of cheap communication or otherwise.

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

(6) If the Company acquire or appropriate any house or houses site or sites for the purposes of this Act or of any former Act the powers of which are extended by 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 or site which penalty shall be recoverable by the 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.

(7) 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 (Regulations as to purchase of lands) and 297 (As to Provisional Orders) of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act and in the case of a scheme approved by the Secretary of State the Secretary of State shall be substituted for the Local Government Board.

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

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

Provided also that the 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.

(9) All buildings erected or provided by the Company in the administrative county of London for the purpose of any scheme under this section shall be subject to the provisions of the London Building Act 1894 (Local) and any other Act or Acts relating to buildings in that county.

(10) Notwithstanding anything to the contrary in section 157 of the Public Health Act 1875 the provisions of that section and of section 155 of the same Act and of the Public Health (Buildings in Streets) Act 1888 shall apply to buildings erected or provided by the Company outside the administrative county of London for the purpose of any scheme under this section.

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

A.D. 1903. — person appointed by him or them as inspectors which he or they may deem necessary in relation to any scheme under this section or to the carrying out of any such scheme and may appoint and employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed by the Secretary of State or by the Local Government Board as the case may be shall for the purposes of any such inquiry have all such powers as inspectors appointed by the Local Government Board have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875.

(12) The Company shall pay to the 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 Secretary of State for the services of such inspector.

(13) 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.

(14) Any houses or sites of houses purchased or acquired by the Company for or in connection with any of the purposes of this Act or of any former Act the powers of which are extended by this Act whether purchased or acquired in exercise of the powers conferred by this Act or otherwise and whether before or after the passing of this Act which may have been occupied by persons of the labouring class within five years before the passing of this Act or of such former Act as the case may be and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Secretary of State or the Local Government Board as the case may be under any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the Secretary of State or the Local Government Board as the case may be is or are unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Secretary of State or the Local

Government Board as the case may be they might have been sufficient to accommodate. A.D. 1903.

(15) For the purposes of this section the expression "house" means any house or part of a house occupied as a separate dwelling and 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 of such persons who may be residing with them.

PART III.

EXTENSIONS OF TIME.

46. The time limited by section 27 of the Act of 1900 for the compulsory purchase of the lands required for the construction of the railways widenings and other works authorised by and described in section 5 of that Act of the lands required for the diversion of footpaths authorised by and described in section 17 of that Act and of the additional lands authorised by and described in section 18 of that Act is hereby extended for a period of two years from the twenty-fifth of June one thousand nine hundred and three and on the expiration of that period the powers of the Company for the compulsory purchase of those lands shall cease. Extension of time for purchase of lands authorised to be acquired by Great Central Railway Act 1900.

47. The time limited by section 27 of the Act of 1900 for the compulsory purchase of lands required by the Wrexham Mold and Connah's Quay Railway Company for the diversion of the road authorised by and described in section 43 of that Act is hereby extended for a period of two years from the twenty-fifth day of June one thousand nine hundred and three and on the expiration of that period the powers of the said Company for the compulsory purchase of those lands shall cease. Extension of time for compulsory purchase of lands required for road diversion by Wrexham Mold and Connah's Quay Railway Company.

48. The time limited by section 38 of the Act of 1900 for the completion of the works authorised by and described in subsections 8 and 9 of section 4 of the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1883 is hereby extended for a period of two years from the second day of August one thousand nine hundred and three and on the expiration of that period the powers of the Company for the construction of the said works shall cease except as to so much as is then completed. Extension of time for completion of works authorised by Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1883.

A.D. 1903.

Extension
of time for
widening
main line
between
Gorton and
Hyde Junction.

49. The time limited by section 31 of the Act of 1901 for the widening and improvement of the main line of the Company between Gorton and Hyde Junction authorised by the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1866 and described in subsection (1) of section 4 of that Act is hereby extended for a period of two years from the fourteenth day of June one thousand nine hundred and three and on the expiration of that period the powers for the execution of the said works shall cease except as to so much thereof as is then completed.

Extension
of time for
completion
of Wirral
Railway
Works.

50. The time limited by section 32 of the Act of 1901 for the completion of the railways authorised by the Wirral Railway Certificate 1883 (other than the railways and portion of railway by the Wirral Railway Act 1888 directed to be abandoned) and also of the railways authorised by the Wirral Railway Act 1884 and the Wirral Railway Act 1888 is hereby further extended for a period of two years from the first day of July one thousand nine hundred and three and on the expiration of that period the powers for the construction of the said railways shall cease except as to so much thereof as is then completed :

Provided that the said railways shall except so much thereof as is situate between the proposed Borough Road Station on the said railways and the junctions of the said railways with the railway of the North Wales Committee be so constructed as to admit of the traffic thereon being worked by means of electrical traction on the same system as that in use on the railway of the Mersey Railway Company and such traffic shall not be worked by steam locomotives.

Extension
of time for
completion
of certain
railways
authorised
by Act of
1888.

51. The time limited by section 34 of the Act of 1901 for the compulsory purchase of lands for and for the completion of the Railways Nos. 2 3 4 and 5 authorised by and described in section 5 of the Manchester Sheffield and Lincolnshire Railway (New Railways) Act 1888 is hereby further extended for a period of two years from the fifth day of July one thousand nine hundred and three and on the expiration of that period the powers of the Company for such compulsory purchase and for the construction of the said railways shall cease except as to so much thereof as is then completed :

Provided that the Railways Nos. 2 3 4 and 5 shall be so constructed as to admit of the traffic thereon being worked by electrical traction on the same system as that in use on the railway of the Mersey Railway Company and such traffic shall not be worked by steam locomotives.

52. The time limited by section 35 of the Act of 1901 for the compulsory purchase of lands for the Railway No. 1 authorised by and described in section 5 of the Act of 1898 except for so much of that railway as lies between points respectively marked four miles and four chains and five miles five furlongs and two chains from the commencement of that railway on the plans deposited with reference to the Act of 1898 and the time limited by section 30 of the Act of 1898 for the completion of the said railway are hereby extended for a period of two years from the twelfth day of August one thousand nine hundred and three and on the expiration of that period the powers for such compulsory purchase and for the construction of the said railways shall cease except as to so much thereof as is then completed.

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Extension of time for completion of Railway No. 1 authorised by Act of 1898.

53. The time limited by section 36 of the Act of 1901 for the compulsory purchase of additional lands bounded by North Street Carlisle Street Luton Street Orcus Street and Capland Street in the parish of St. Marylebone in the county of London and in the parish of Newstead in the county of Nottingham authorised by and described in section 20 of the Act of 1898 is hereby extended for a period of two years from the twelfth day of August one thousand nine hundred and three and on the expiration of that period those powers shall cease.

Extension of time for compulsory purchase of additional lands authorised by Act of 1898.

PART IV.

MISCELLANEOUS.

54. The Company may apply for the purposes of this Act 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 Company to apply funds to purposes of Act.

55. Where any railway belonging to the Company crosses any road (formerly a turnpike road) on the level adjoining a station notwithstanding anything in section 48 of the Railways Clauses Consolidation Act 1845 contained the trains on the railway shall not be required to slacken their speed before arriving at such road Provided always that all such level crossings shall be deemed to be subject to the provisions of Part I. of the Railways Clauses Act 1863 whether the said provisions of that Act were incorporated with the Act by which such level crossings were authorised or not.

Provision as to level crossings near stations.

56.—(1) Without prejudice to the powers conferred upon the Company by section 27 (B) of the Manchester Sheffield and Lincolnshire Railway Act 1896 the Company may sell let on lease

Power to lease lands over and adjoining

A.D. 1903.
railways of
Company.

or otherwise deal with or dispose of any lands lying over any tunnel or covered way or adjoining the same belonging to the Company which it may not in the opinion of the Company be necessary to retain in their actual possession for the purpose of protecting such tunnel or covered way or for any other of the purposes of the Company's undertaking Provided always that nothing contained in any lease to be granted under the powers of this section shall prejudicially affect or interfere with the working of the railways of the Company or the accommodation of the traffic thereof and that every such lease shall reserve to the Company either a right of absolute re-entry or of temporary entry and every such conveyance on sale shall reserve to the Company a right of temporary entry upon the premises comprised therein exerciseable in each case after such notice as shall be stipulated for in such lease or conveyance for the purpose of enabling the Company to execute any works which may in their opinion be necessary to be executed for the repair preservation or maintenance of the railway and undertaking of the Company and paying to the lessee or owner for the time being of the premises so entered on such compensation for disturbance and for injury (if any) to the surface of the land or to any building or erection standing thereon which may be occasioned by the execution of any such works as shall in default of agreement be settled by arbitration in manner provided by the Lands Clauses Acts for the settlement of cases of disputed compensation Provided also that nothing herein contained shall be taken to authorise the Company to erect or permit to be erected on the surface of any land or ground between Fairfax Road and St. John's Wood Road in the parishes of St. John Hampstead and St. Marylebone above any tunnel or covered way shown on the plans deposited in connection with the application to Parliament for the Extension to London Act any building or erection of a kind prohibited by section 102 of that Act.

(2) The Company may let on lease or otherwise dispose of for any term not exceeding thirty years from the passing of this Act or retain hold and manage during the like period any lands already acquired by them which though not actually in use may in the opinion of the Company be ultimately required for the purposes of their undertaking whether such lands were acquired for the purposes of the existing undertaking of the Company or under the authority of any Act the powers of which may have expired Provided always that nothing in this section contained shall be deemed to extinguish or interfere with any special rights or privileges which may at any time before the passing of this Act have

been reserved to any person or persons either by agreement or by any special Act relating to the Company Provided also that nothing herein contained shall be deemed to preclude the Company from declaring under its seal at any time during the said period that any portion of the said land has become superfluous land and dealing with the same accordingly Provided also that at the expiration of the said period such portions (if any) of the said lands as shall not then be required for the purposes of the undertaking shall be sold or dealt with by the Company as superfluous land.

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57. Any person who between the hours of sunset and sunrise shall commit any nuisance or act of indecency in any carriage standing on any sidings or standage line of the Company shall be liable on conviction to a penalty not exceeding forty shillings and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the recovery of damages not specially provided for and of penalties and to the determination of any other matters referred to justices shall apply to this enactment.

For preventing improper use of railway carriages.

58. Any person who shall trespass upon any of the lines of railway at Grimsby now or hereafter belonging or leased to or worked by the Company solely or in conjunction with any other company or companies shall on conviction be liable to a penalty not exceeding forty shillings and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the recovery of damages not specially provided for and of penalties and to the determination of any other matters referred to justices shall apply to this enactment Provided that no person shall be subject to any penalty under this enactment unless it shall be proved to the satisfaction of the justices before whom complaint is laid that by notices painted on boards or printed on paper and pasted on boards or enamelled on metal or otherwise as the Company may think fit and clearly exhibited public warning has been given to persons not to trespass upon the railway and that one or more of such notices has been affixed at the station on that railway and at the public road level crossing (if any) nearest to the spot where such trespass is alleged to have been committed and such warning shall be renewed as often as the same shall be obliterated or destroyed and no penalty shall be recoverable unless such warning is so placed and renewed Provided also that no person lawfully crossing any such railway at any level crossing thereof shall be liable to any such penalty as aforesaid And provided lastly that this enactment shall not interfere with but shall be subject to any future general enactment on the subject of trespassing on railways.

For better prevention of trespass on railways.

A.D. 1903.

Railway
constables.

59. Subject to the conditions hereinafter set forth any two justices having jurisdiction in any one of the counties cities or boroughs in which the constables hereinafter mentioned are to act may on the application of the Company appoint all or so many as they think fit of the persons recommended to them for that purpose by the Company to act as special constables upon and within the whole of the railways stations and works belonging to or worked by the Company either solely or jointly with any other company companies or committee and the following provisions shall apply to every appointment so made:—

- (1) Every person so appointed shall make oath or declaration in due form of law before any justice having jurisdiction in any one of the counties cities or boroughs in which such person is to act duly to execute the office of a constable:
- (2) Every person so appointed and having been sworn or having made declaration as aforesaid shall during the continuance of his appointment have all the powers protection and privileges of a constable in respect of the exercise of his duties and may follow and arrest any person who has departed from any of the said railways stations or works after committing therein or thereon any offence for which he might have been arrested while within or upon the said railways stations or works:
- (3) Any two justices assembled and acting together or the Company may dismiss from his office or accept the resignation of any constable so appointed and thereupon all powers protection and privileges belonging to such person by virtue of such appointment shall wholly cease. No person so dismissed or resigning shall be capable of being reappointed except with the consent of the authority by whom he was dismissed:
- (4) The local authorities of any county city or borough shall not be liable for any expense of or be responsible for any acts or defaults of such constables or for anything connected with or consequent upon their appointment and nothing in this Act contained shall restrict or affect the jurisdiction or powers of the respective local authorities of the county city or borough as the case may be or of the police force under their control:
- (5) A constable appointed as aforesaid shall not act as such under the authority of this Act unless he be in uniform or provided with an authority to act as a constable which

authority the justice before whom such constable makes oath or declaration as aforesaid is hereby empowered to grant and if the constable be not in uniform he shall show such authority whenever called upon to do so. A.D. 1903.

60. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act. Provision as to general Railway Acts.

61. 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.

A.D. 1903. The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY ARE REQUIRED TO BE TAKEN.

Parish or other Area.	Nos. on deposited Plans.
ADDITIONAL LANDS FOR GREAT CENTRAL RAILWAY COMPANY.	
South Manchester - - - -	3 4 and 5.
Dukinfield - - - -	2 and 4.
Stepney - - - -	1.
Wath-upon-Dearne - - - -	1.

THE SECOND SCHEDULE.

AN AGREEMENT dated this thirtieth day of March one thousand nine hundred and three made and entered into between The GREAT CENTRAL RAILWAY COMPANY (hereinafter called "the Company") of the one part and The LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF MANCHESTER (hereinafter called "the corporation") of the other part whereby it is mutually agreed by and between the parties hereto as follows:—

First The Company shall take down reconstruct and widen the existing bridge carrying the railway over Pottery Lane and construct the proposed new bridge over that street of a width of not less than fourteen yards between the abutments The abutments on both sides of the said existing bridge to be removed and new abutments constructed to the improved lines of street frontage in accordance with a plan to be signed by Charles Arthur Rowlandson on behalf of the Company and Thomas de Courcy Meade on behalf of the corporation.

Second The headway of the existing bridge when reconstructed to be increased by not less than six inches measured from the underside of the

girders at present existing to the centre of the existing roadway The new bridge shall be constructed so as to permit of the same improved headway and at the same level.

Third The Company to give the necessary land for widening Pottery Lane to fourteen yards so far as their property is co-extensive with the street.

Fourth The Company sanction the city surveyor's plans in respect of the two canal bridges at Clayton Lane and Forge Lane in the city and allow a free wayleave for the easement over the canal.

In consideration of the above matters numbered first second third and fourth being agreed between the corporation and the Company the corporation undertake to contribute a sum of four thousand five hundred pounds towards the cost of the works to be executed by the Company Such sum to be paid on the completion of the said works and on the certificate of the engineer of the Company and the city surveyor or in default of agreement by a referee to be appointed by the Board of Trade.

The Company also in carrying out their proposed works at the Clayton Lane South Railway Bridge shall make an open space for light and air between the abutments of a not less width than eight feet in the existing bridge.

The Company also agree that if in the future the corporation desire the brick arch at Clayton Lane South to be substituted by a flat girder bridge the Company shall carry out such alteration at the cost of the corporation so as to make the narrow part of the bridge of the same width as the new portion of the bridge proposed to be constructed The roadway under the portion of the bridge which at present exists shall be lighted by the Company by artificial light from and after the commencement of the proposed widening of the railway bridge.

The Company shall provide at Gorton Road between the existing bridge and the proposed new bridge an open space for light and air of a width of not less than twelve feet between the abutments and shall construct such new bridge in accordance with the provisions contained in section 11 of the Manchester Sheffield and Lincolnshire Railway Act 1889.

Usual protective clauses to be inserted in the Company's Bill for the protection of gas and water mains &c. also as regards the provision of glazed bricks and the maintenance of the bridges and works drop dry &c. The latter provision to apply to the existing bridges above referred to as well as to the proposed widenings.

Given under our hands and seals the day and year first above written.

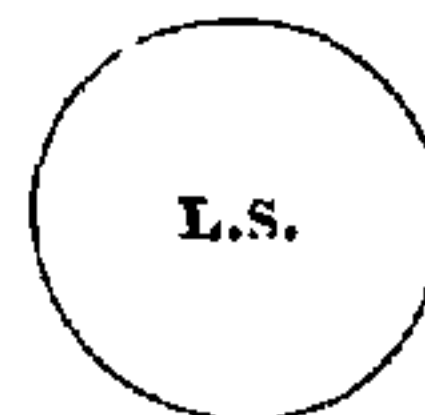
The common seal of the Great Central Railway Company }
was hereunto affixed in the presence of }

L.S.

O. S. HOLT
Secretary.

A.D. 1903.
—

The common seal of the corporation of the city of
Manchester was hereunto affixed in pursuance of an
order of the council of the said city in the presence of



THOMAS BRIGGS
Deputy for the Lord Mayor.

THOMAS HUDSON
Deputy Town Clerk.

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