



### CHAPTER CXXX.

An Act to confer additional powers upon the Midland Railway Company and upon that Company and the Great Western Railway Company and upon the South Yorkshire Joint Line Committee and upon the Cheshire Lines Committee for the construction of works and the acquisition of lands to make provision for transferring the Limavady and Dungiven Railway to the Midland Railway Company and to confer powers upon that Company and the Great Central and Hull and Barnsley Railway Companies with respect to certain authorised railways of the Great Central and Hull and Barnsley Railway Companies and for other purposes.

A.D. 1907.

[9th August 1907.]

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

And whereas it is expedient that the Company and the Great Western Railway Company should be empowered to make the new footpath at Shirehampton in this Act mentioned and that the South Yorkshire Joint Line Committee and the Cheshire Lines Committee respectively should be empowered to acquire the lands in this Act mentioned in that behalf:

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—

And whereas plans and sections showing the lines and levels of the railway jetties or breakwaters and other works by this Act authorised and plans showing the lands required or which may be taken for the purposes or under the powers of this Act and also books of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerks of the peace for the several counties and riding within which the said railway jetties or breakwaters and other works will be made or the said lands are situate and those plans sections and books of reference are in this Act referred to as the deposited plans sections and books of reference respectively :

And whereas it is expedient that the time limited by the Midland Railway (West Riding Lines) Act 1898 as extended by the Midland Railway Act 1901 and the Midland Railway Act 1904 for the compulsory purchase of lands for and for the construction of so much of the works by the said Act of 1898 authorised as has not been constructed should be extended as provided by this Act :

And whereas it is expedient that the Agreement for varying or modifying certain provisions of section 28 of the Midland Railway (West Riding Lines) Act 1898 (which agreement was entered into after the Bill for this Act was introduced into Parliament) as set forth in the Second Schedule to this Act should be confirmed and made binding upon the parties thereto and that such further provision should be made with reference thereto as is in this Act contained and that the Company should in connection therewith be authorised to construct and maintain the diversion of Bradford Beck and other works and to exercise the other powers and acquire the lands in this Act mentioned in that behalf :

And whereas plans and sections showing the lines and levels of the said works and plans showing the lands required or which may be taken for the purposes thereof or in connection therewith and also a book of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands have been deposited with the clerk of the peace for the west riding of the county of York and those plans sections and book of reference are in this Act referred to as "the additional deposited plans" "the additional deposited sections" and "the additional deposited book of reference" respectively :



And whereas it is expedient that the time limited by the Midland Railway Act 1899 as extended by the Midland Railway Act 1902 and the Midland Railway Act 1905 for the compulsory purchase of lands for and for the construction of the Thornhill Junction by the said Act of 1899 authorised should be extended as provided by this Act:

And whereas it is expedient that the time limited by the Midland Railway Act 1902 as extended by the Midland Railway Act 1905 for the compulsory purchase of lands for the Whitehall Junction and the Holbeck Widening and for the construction of the said junction by the said Act of 1902 authorised should be extended as provided by this Act:

And whereas it is expedient that the time limited by the Midland Railway Act 1904 for the compulsory purchase of the lands in the city of Belfast in the county of Antrim by that Act authorised to be acquired should be extended as provided by this Act:

And whereas it is expedient that further powers should be conferred upon the Company and upon the Midland and Great Northern Railways Joint Committee the Norfolk and Suffolk Joint Railways Committee the Midland and Great Eastern Railway Companies as joint owners of the Tottenham and Hampstead Railway and the Great Central and Midland Joint Committee with respect to the sale or other disposal of lands acquired by them respectively which are not or eventually may not be required for the purposes of their respective undertakings:

And whereas it is expedient that further provision should be made with reference to the lands of the Tottenham and Forest Gate Railway Company as in this Act contained:

And whereas it is expedient to provide for the sale or transfer to the Company of the undertaking known as the Limavady and Dungiven Railway now vested in the Commissioners of Public Works in Ireland (in this Act called "the Commissioners") and to confirm and give effect to the agreement between the Company and the Commissioners having reference to such sale or transfer as set forth in the Third Schedule to this Act:

And whereas by the Rotherham Maltby and Laughton Railway Act 1905 the Rotherham Maltby and Laughton Railway Company were incorporated for the purpose (amongst other things) of making and maintaining certain railways in the west riding of the county of York:

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And whereas by the Hull and Barnsley and Great Central Railway Companies Act 1906 the undertaking authorised by the said last-mentioned Act of 1905 (in this Act referred to as "the Rotherham Undertaking") was transferred to and vested in the Great Central Railway Company and it is expedient that the said undertaking should be transferred to and vested in the Great Central and Midland Joint Committee as by this Act provided :

And whereas by the said Act of 1906 certain powers of the Hull and Barnsley Railway Company in reference to the railway and portions of railway hereinafter in that behalf mentioned authorised by the Hull Barnsley and West Riding Junction Railway and Dock (South Yorkshire Extension Lines) Act 1902 were transferred to and vested in the Great Central Railway Company and the Hull and Barnsley Railway Company and it is expedient that the powers so transferred should be transferred to and vested in a joint committee of the Company the Great Central Railway Company and the Hull and Barnsley Railway Company to be constituted and incorporated as provided by this Act :

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

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

And whereas it is expedient that the Great Western Railway Company the South Yorkshire Joint Line Committee the Cheshire Lines Committee the Great Central Railway Company the Great Northern Railway Company the North Eastern Railway Company the Lancashire and Yorkshire Railway Company and the Hull and Barnsley Railway Company should respectively be empowered to apply their funds to the purposes of this Act in which they are respectively interested :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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 A.D. 1907.  
and by the authority of the same as follows:—

**1.** This Act may be cited for all purposes as the Midland Short title.  
Railway Act 1907.

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

The Lands Clauses Acts:

The Railways Clauses Consolidation Act 1845:

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

The Harbours Docks and Piers Clauses Act 1847:

Provided always that the provisions of that Act with  
respect to lifeboats and with respect to keeping a tide  
and weather gauge shall not be in force for the purposes  
of this Act except so far as may from time to time be  
required by the Board of Trade:

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

The transfer or transmission of shares;

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

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

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

“The railway” means the railway by this Act authorised;

“The harbour works” means the jetties or breakwaters by  
this Act authorised and the works connected therewith;

“The Two Companies” means the Company and the Great  
Western Railway Company;

“The South Yorkshire Committee” means the South Yorkshire  
Joint Line Committee;

“The Great Central Company” means the Great Central  
Railway Company;

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“The Hull and Barnsley Company” means the Hull and Barnsley Railway Company;

“The Three Companies” means the Company the Great Central Company and the Hull and Barnsley Company;

“The Joint Committee” means the Joint Committee of the Three Companies to be constituted and incorporated under this Act;

“The Act of 1898” means the Midland Railway (West Riding Lines) Act 1898;

“The Act of 1902” means the Hull Barnsley and West Riding Junction Railway and Dock (South Yorkshire Extension Lines) Act 1902;

“The Act of 1905” means the Rotherham Maltby and Laughton Railway Act 1905; and

“The Act of 1906” means the Hull and Barnsley and Great Central Railway Companies Act 1906.

Protection of gas and water mains of local authorities.

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

Power to Company to make railway.

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 railway hereinafter described with all proper approaches stations sidings works and conveniences connected therewith and may enter upon take and use such of the lands delineated on those plans and described in the deposited books of reference relating thereto as may be required for those purposes or for providing accommodation for persons belonging to the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company.

The railway hereinbefore referred to and authorised by this Act is—

A railway (to be called “the Staveley North Curve”) 4 furlongs and 2 chains in length situate wholly in the parish of



Staveley in the county of Derby commencing by a junction with the Company's railway from Derby to Leeds and terminating by a junction with the Company's Staveley and Seymour Railway. A.D. 1907.

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

Provided that maximum fares to be charged by the Company for the conveyance of passengers upon the railway including every expense incidental to such conveyance shall not exceed the following (that is to say):—

For every passenger conveyed in a first-class carriage three-pence per mile;

For every passenger conveyed in a second-class carriage twopence per mile;

For every passenger conveyed in a third-class carriage one penny per mile;

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

**7.** Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and fifty pounds in weight for first-class passengers one hundred and twenty pounds in weight for second-class passengers and one hundred pounds in weight for third-class passengers without any charge being made for the carriage thereof. Passengers' luggage.

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

**9.** If the Company fail within the period limited by this Act to complete the railway the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the Imposing penalty unless railway opened.

A.D. 1907. — period so limited until the railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the railway.

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in the third section of the Railway and Canal Traffic Act 1854.

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

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control. Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Application  
of penalty.

**10.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of such railway 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.

If no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been



appointed or the Company is insolvent or the railway or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company. A.D. 1907.

**11.** Subject to the provisions of this Act the Company may in connection with their Heysham Harbour in Morecambe Bay make and maintain in the lines and according to the levels shown on the deposited plans and sections thereof respectively the harbour works hereinafter described with all proper works and conveniences connected therewith and may enter upon take and use such of the lands delineated on those plans and described in the deposited books of reference relating thereto respectively as may be required for those purposes. Power to Company to make harbour works.

The harbour works hereinbefore referred to are jetties or breakwaters wholly of open timber piling with stone filling in the lower portion (that is to say):—

A jetty or breakwater (No. 1) commencing at the top of the southern embankment or sea-wall of the said harbour at or near the westernmost point thereof and extending seawards in a westerly and then in a north-westerly direction for a distance of four hundred and fifty yards or thereabouts and there terminating:

A jetty or breakwater (No. 2) commencing at the top of the northern embankment or sea-wall of the said harbour at or near the westernmost point thereof and extending seawards in a westerly direction for a distance of two hundred and sixty-five yards or thereabouts and there terminating.

**12.** Subject to the provisions of this Act the Company may dredge scour cleanse deepen and remove any rocks banks sand mud or shingle within or adjoining the harbour works or the approaches thereto and may make and maintain all necessary wharves quays rails sidings sheds buildings cranes tips machinery mooring and other buoys beacons electric and other lights water-pipes works and conveniences: Power to dredge &c.

Provided that any electric light works made or maintained under this section shall be so constructed used and worked as to prevent any interference with telegraphic communication by means of any telegraphic line belonging to or used by the Postmaster-General.

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Harbour works to form part of Heysham Harbour Undertaking.

Harbour works included in parish and urban district of Heysham.

Incorporation of certain provisions of Midland Railway Act 1896.

Survey of works by Board of Trade.

Abatement of work abandoned or decayed.

Lights on works during construction.

**13.** The harbour works shall for all purposes be part of the Heysham Harbour Undertaking of the Company in Morecambe Bay.

**14.** So much of the harbour works or any works forming part of the harbour undertaking of the Company at Heysham as is or is to be made and constructed in and upon the foreshore and bed of the sea and is not included in any parish shall as regards such of the said works as are already constructed as from the passing of this Act and as regards such of the said works as are hereafter constructed as from the completion of the same respectively be included within the parish and urban district of Heysham.

**15.** The provisions contained in the sections of the Midland Railway Act 1896 the numbers and marginal notes of which are set forth in this section are hereby incorporated with this Act and this Act shall be read and construed as if those provisions had been expressly re-enacted herein with reference to the harbour works (that is to say):—

Section 8 (Works below high-water mark not to be commenced without consent of Board of Trade);

Section 13 (Provision against danger to navigation); and

Section 14 (As to future accretions).

**16.** If at any time the Board of Trade deem it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Company on in over through or across tidal lands or tidal water or of the intended site of any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily.

**17.** If a work constructed by the Company on in over through or across tidal lands or tidal water is abandoned or suffered to fall into decay the Board of Trade may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily.

**18.** The Company shall at or near the works below high-water mark hereby authorised during the whole time of the



constructing altering or extending the same exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade from time to time require or approve If the Company fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

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**19.** The Company shall at the outer extremity of their works below high water exhibit and keep burning from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Trinity House shall from time to time direct If the Company fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Permanent  
lights on  
works.

**20.** For the purposes of and in connection with the railways authorised by the Act of 1898 and subject to the provisions of this Act the Company may in the city of Bradford in the west riding of the county of York execute in the lines and according to the levels shown on the additional deposited plans and sections respectively the works hereinafter described and may exercise the other powers hereinafter mentioned and may enter upon take and use such of the lands in the said city delineated on the additional deposited plans and described in the additional deposited book of reference relating thereto respectively as may be required for those purposes respectively and also the lands hereinafter mentioned and delineated upon the said plans and described in the said book of reference (that is to say):—

Power to  
Company to  
divert Brad-  
ford Beck  
&c.

They may make and maintain in substitution for the diversion of Bradford Beck shown on the plans deposited for the purposes of the Act of 1898 with the clerk of the peace for the west riding of the county of York a diversion of Bradford Beck commencing at or near the point where the said beck passes under the north face of the house and shop No. 32 Forster Square and terminating at a point on the said beck one hundred and six yards or thereabouts measured in a northerly direction from the north face of the bridge carrying Cape Street over the said beck and on the completion of the diversion they may appropriate and use for the purposes of their undertaking the site of so much of the said beck as lies between the commencement

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and termination of the said diversion and is situate on or under property now belonging to the Company or which may be acquired by the Company under the Act of 1898 or this Act:

Provided that the Company shall make provision for continuing the flow of the water along so much of the course of the said beck as lies between a point opposite Commercial Street and the termination of the diversion by this Act authorised:

They may extend the opening and increase the span of or make additional arches or openings under School Street at the south-westerly end of the bridge carrying that street over the Company's Bradford Station and for the purposes thereof may temporarily stop up so much of the said street as is within the limits of deviation shown on the additional deposited plans:

They may alter the levels of and raise to an extent not exceeding six inches above the present level thereof so much of Forster Square as lies between the junctions of Market Street Swaine Street and Canal Road with the said square:

They may stop up and discontinue and extinguish all rights of way over so much of Bentley Street as lies between its junction with Leeds Road and a point eighty yards or thereabouts measured from the said junction and so much of West Street as lies between its junction with Vicar Lane and a point thirty-seven yards or thereabouts measured from the said junction:

They may enter upon take and use the lands houses and buildings in the said city situate on the west side of and adjoining the Company's railway at the north end of Bradford Station between Stone Street and Grammar School Street and may stop up and discontinue and extinguish all rights of way over Hallfield Street between Salem Street and Grammar School Street and over so much of Salem Street as extends for a distance of fifty-seven yards or thereabouts from its eastern end:

And they may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the sites of the portions of streets stopped up:



Provided that no portion of any road shall be stopped up under the provisions of this section unless the Company are owners in possession of all houses and lands on both sides of the portions stopped up except so far as the owners lessees and occupiers of such houses and lands may otherwise agree : A.D. 1907.

Provided also that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement :

Provided also that the Company shall upon request hand over to the Corporation of Bradford free of charge the materials of which the portions of streets appropriated and used by them are constructed.

**21.** The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall extend and apply to any electric mains of the corporation of Bradford which may be interfered with under the powers of this Act as if those mains were water or gas pipes within the meaning of the said provisions. Protecting electric mains of Bradford Corporation.

**22.** Notwithstanding anything contained in this Act or shown upon the additional deposited plans and sections the Company shall not enter upon take or use otherwise than by agreement any portion of the property numbered on those plans 434c in the city of Bradford. For protection of W. H. Greenwood.

**23.** Subject to the provisions of this Act the Company may in the lines shown upon the deposited plans and (so far as the same are shown on the deposited sections) in accordance with the levels shown on those sections make the new footpaths and diversion of footpath hereinafter described with all proper works and conveniences connected therewith and may exercise the powers hereinafter mentioned and may enter upon take and use such of the lands delineated on those plans and described in the deposited books of reference relating thereto as may be required for those purposes (that is to say) :— Power to Company to make new footpaths and diversion of footpath.

(1) The Company may make two new footpaths wholly situate in the parish of Mangotsfield in the county of Gloucester (that is to say) :—

No. 1 Commencing by a junction with the public footpath which crosses the Company's railway from Bristol to Gloucester at the east end of Mangotsfield Station at a point on the north-west boundary of

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the said railway seven chains or thereabouts measured in a south-westerly direction from the bridge carrying the public road from Mangotsfield to Warmley over the said railway and terminating by a junction with the public road from Mangotsfield to Pucklechurch at or near the south-western side of the bridge carrying the said road over the said railway ;

No. 2 Commencing by a junction with the said new footpath No. 1 at a point on the north-western boundary of the Company's said railway fourteen chains or thereabouts measured in a north-easterly direction from the said bridge carrying the public road from Mangotsfield to Warmley over the said railway and terminating by a junction with the public footpath from Soundwell to Siston at a point one and a half chains or thereabouts measured in a south-easterly direction from the said point of commencement :

And the Company may stop up and discontinue so much of the existing public footpath from Siston to Soundwell as lies between the point of termination of the said new footpath No. 2 and the level crossing over the Company's railway at or near the eastern end of their Mangotsfield Station and so much as lies between the boundaries of the Company's property of the existing public footpath which crosses the Company's railway on the level at a point two chains or thereabouts south of the signal box at Mangotsfield North Junction :

- (2) The Company may wholly in the parish of Ystradgynlais Lower in the county of Brecknock divert so much of the public footpath which crosses on the level the Company's Swansea Vale Railway and the siding to the Gurnos Tin Plate Works near the junction of the said railway and siding as lies between points respectively fifty yards or thereabouts north-west and ten yards or thereabouts south-east of the point where the existing footpath crosses the said railway and may carry the diverted footpath across the said railway and siding by means of a footbridge and the Company may stop up and discontinue so much of the said existing footpath as lies between the commencement and termination of the said diversion.



**24.** Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon take use and appropriate for the purposes of extending their stations sidings warehouses engine sheds workshops coal wharves depôts mineral goods and other works and conveniences for the accommodation of their traffic and for providing accommodation for persons belonging to the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company and for other purposes connected with their undertaking all or any of the lands houses and buildings following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say):—

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Power to  
Company to  
acquire lands  
for general  
purposes.

In the west riding of the county of York—

Lands in the parish city and county borough of Bradford lying on the east side of and adjoining the Company's goods yard at Frizinghall Station and south of and adjoining the Frizinghall Works :

Lands in the parish and county borough of Rotherham situate on the west side of and adjoining the Company's Masborough and Rotherham Station and on the north side of and adjoining Midland Road :

Lands in the parish city and county borough of Sheffield lying on the south-west side of Upwell Street between Carlisle Street East and Bagley Dike.

In the county of Leicester—

Lands in the parish and county borough of Leicester situate on the south side of and adjoining Humberstone Road and on the east side of Nichols Street at the junction of that street with the said road.

In the county of Bedford—

Lands in the parish of Henlow situate on the west side of and adjoining the Company's railway from Bedford to Hitchin at Henlow Station and on the south side of the public road from Henlow to Lower Stondon.

In the county of Worcester—

Lands in the parish of Stoke Prior situate on the north-west side of and adjoining the Company's railway from Birmingham to Gloucester and lying between the Company's goods depôt at their Bromsgrove Station and the occupation road near to the Bromsgrove South Junction Signal Box.

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In the county of Gloucester—

Lands in the parish of Swindon in the rural district of Cheltenham situate on the east side of and adjoining the Company's railway from Birmingham to Gloucester and on the north side of and near the level crossing of the said railway known as Morris Hill crossing.

Power to  
Two Com-  
panies to  
make new  
footpath.

**25.** Subject to the provisions of this Act the Two Companies may in the lines shown upon the deposited plans make a new footpath in the parish city and county borough of Bristol in the county of Gloucester commencing by a junction with the public road from Pill Ferry to Shirehampton known as Lamplighters Road at a point on the said road one chain or thereabouts measured in a south-westerly direction from the bridge carrying the Bristol Port and Pier Railway of the Two Companies over the said road and terminating by a junction with the public road from Shirehampton to Hungroad known as Hungroad Lane at a point thereon one chain or thereabouts measured in a south-easterly direction from the bridge carrying the said road over the said railway with all proper 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 relating thereto as may be required for that purpose and the Two Companies may stop up and discontinue the existing footpath which now passes through the Shirehampton Station Yard of the Two Companies and extends from the said road from Pill Ferry to Shirehampton known as Station Road to the said Hungroad Lane.

For protec-  
tion of cor-  
poration of  
Bristol.

**26.** For the protection of the lord mayor aldermen and burgesses of the city of Bristol (in this section referred to as "the corporation") the following provisions shall (unless otherwise agreed in writing between the corporation and the Two Companies) apply and have effect (that is to say):—

- (1) The Two Companies shall make the new footpath referred to in the section of this Act of which the marginal note is "Power to Two Companies to make new footpath" of a width throughout of not less than six feet and according to such levels and of such materials as may be reasonably required by and in all other respects to the reasonable satisfaction of the engineer of the corporation (in this section referred to as "the city engineer"):



(2) The said new footpath shall when made and completed be at all times thereafter repaired and maintained by and at the expense of the Two Companies to the reasonable satisfaction of the city engineer : A.D. 1907.

(3) If any question shall arise between the city engineer and the Two Companies as to the construction repair or maintenance of the said new footpath such question shall be determined by an arbitrator to be agreed upon between the parties to such question or failing such agreement to be appointed on the application of either of such parties by the President of the Institution of Civil Engineers and subject to the foregoing provisions of this section the provisions of the Arbitration Act 1889 shall apply to and with respect to any such determination.

**27.** Subject to the provisions of this Act the South Yorkshire Committee may enter upon take use and appropriate and may hold for the purposes of or connected with their undertaking the lands following or some part thereof delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):— Power to South Yorkshire Committee to acquire lands.

In the west riding of the county of York—

Lands in the parishes of Cantley Kirk Sandall and Armthorpe lying on the south-east side of and adjoining the South Yorkshire Joint Railway now in course of construction and on the west side of and adjoining Nutwell Lane.

**28.** Subject to the provisions of this Act the South Yorkshire Committee may hold and use appropriate or let the lands described in the section of this Act of which the marginal note is "Power to South Yorkshire Committee to acquire lands" for the purposes of a rifle range and a danger zone in connection therewith in substitution for the existing rifle range on Doncaster Common and the said committee shall not be required to purchase or acquire any other or greater interest therein than may be necessary for such purposes but subject as aforesaid the said committee may purchase and take on lease or otherwise and the owners of and other persons interested in such lands shall grant an easement or right of using the said lands for the purposes of the rifle range and danger zone as aforesaid and the provisions of the Lands Owners may be required to grant right of using certain lands for rifle range.

A.D. 1907. — Clauses Acts with respect to lands shall extend and apply to such easement or right of user except that any question of disputed purchase money or compensation under this section shall be settled by arbitration in manner prescribed by the said Acts.

For protec-  
tion of Earl  
Fitzwilliam.

**29.** For the protection of the Right Honourable William Charles de Meuron Earl Fitzwilliam and his sequels in estate (in this section referred to as "the earl") the following provisions shall unless otherwise agreed between the earl and the South Yorkshire Committee apply and have effect (that is to say):—

Notwithstanding anything contained in this Act or shown upon the deposited plans the South Yorkshire Committee shall not acquire any interest or right in over or in respect of any portion of the lands described in the section of this Act whereof the marginal note is "Power to South Yorkshire Committee to acquire lands" belonging to the earl other than such interest and rights in over or in respect of the portion thereof coloured pink on the plan signed by Newman and Bond on behalf of the earl and by Robert Francis Dunnell on behalf of the said committee as are demised to the said committee by an indenture of lease dated the first day of July one thousand nine hundred and seven and made between the earl of the first part the Most Honourable Lawrence Marquis of Zetland and the Honourable Henry Berkeley Portman of the second part and the said committee of the third part subject to the terms conditions and covenants therein set forth and the said committee shall not exercise in respect of the said portion of lands the powers conferred upon them by this Act otherwise than in accordance with the provisions of the said indenture.

Repeal of  
section 21  
of North  
Eastern  
Railway Act  
1902.

**30.** When and so soon as the South Yorkshire Committee provide in pursuance of this Act a new rifle range to the satisfaction of the Secretary of State for War the use of the existing rifle range on Doncaster Common shall be discontinued and thereupon section 21 (As to Doncaster rifle range) of the North Eastern Railway Act 1902 shall be repealed.

Power to  
Cheshire  
Lines Com-  
mittee to  
acquire addi-  
tional lands.

**31.** Subject to the provisions of this Act the Cheshire Lines Committee may enter upon take use and appropriate and may hold for the purposes of or connected with their undertaking the lands following or some of them delineated on the deposited plans



and described in the deposited books of reference relating thereto A.D. 1907.  
(that is to say):—

In the county of Lancaster—

Lands in the parish and urban district of Stretford in Harwood Place bounded on the southern side thereof by Chester Road on the western side thereof by other premises in Harwood Place on the northern side thereof by property of the Cheshire Lines Committee and on the eastern side thereof by premises in Windsor Terrace;

and may hold for the purposes of their undertaking such of those lands as have already been purchased by or on behalf of the Cheshire Lines Committee and the same shall be deemed to be lands acquired under the powers of this Act.

**32.** Subject to the provisions of this Act the new footpaths and diversion of footpath to be made under the authority of the section of this Act of which the marginal note is "Power to Company to make new footpaths and diversion of footpath" shall when made and completed be repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as other new footpaths of a similar nature within the parish in which any such footpath will be situate are from time to time liable to be repaired or maintained.

Provisions as to repair of roads &c.

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

**33.** Where this Act authorises the making of a new road or footpath or the diversion of a road or footpath and the stopping up of an existing road or footpath or portion thereof such stopping up shall not take place until two justices shall have certified that the new road or footpath has been completed to their satisfaction and is open for public use.

As to stopping up of roads &c.

Before applying to the justices for their certificate the Company or the Two Companies as the case may be shall give to the road authority of the district in which the existing road or footpath is situate seven days' notice in writing of their intention to apply for the same.

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As from the date of the said certificate all rights of way over or along the existing road or footpath or portion thereof so stopped up shall be extinguished and the Company or the Two Companies as the case may be may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road or footpath stopped up as far as the same is bounded on both sides by lands of the Company or the Two Companies as the case may be :

Provided that the Company or the Two Companies as the case may be shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Limits of  
deviation of  
works.

**34.** In constructing the railway harbour works and footpaths and the other works by this Act authorised the Company or the Two Companies as the case may be may deviate laterally from the lines thereof as shown on the deposited plans and additional deposited plans to any extent not exceeding the limits of deviation shown on those plans respectively and in constructing the said harbour works and footpaths the Company may deviate vertically from the levels of the said works as shown on the deposited sections in the case of the harbour works to any extent not exceeding five feet upwards and ten feet downwards and in the case of the footpaths to any extent not exceeding five feet upwards and five feet downwards Provided that no deviation of the harbour works either lateral or vertical below high-water mark shall be made without the previous consent in writing of the Board of Trade.

As to private  
rights of way  
over lands  
taken com-  
pulsorily.

**35.** All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily other than the lands described in the section of this Act of which the marginal note is "Power to South Yorkshire Committee to acquire lands" shall as from the date of such acquisition be extinguished Provided that the Company or the South Yorkshire Committee or the Cheshire Lines Committee as the case may be shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement,



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

Period for compulsory purchase of lands.

**37.** 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 Two Companies the South Yorkshire Committee or the Cheshire Lines Committee as the case may be 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.

Power to owners to grant easements &c.

**38.** 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 and the additional 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 properties.

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are 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 the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

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



A.D. 1907.

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

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

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

The provisions of this section shall also extend and apply to the Cheshire Lines Committee in respect of the property numbered on the deposited plans 1 in the parish and urban district of Stretford as if that committee and the said property had been referred to in this section instead of the Company and the scheduled properties.

**39.** The time limited by the Act of 1898 as extended by the Midland Railway Act 1901 and the Midland Railway Act 1904 for the compulsory purchase of lands for the purposes of the Railway No. 6 by the first-mentioned Act authorised and of so much of Railway No. 4 by that Act authorised as lies between the point marked one mile on the deposited plans relating to the said railway referred to in that Act and the termination of the said railway is hereby further extended for a period of three years from the twenty-fifth day of July one thousand nine hundred and seven.

Extension of time for purchase of lands for West Riding Lines.

**40.** The period limited by the Act of 1898 for the completion of so much of the railways by that Act authorised as has not been constructed as extended by the Midland Railway Act 1901 and the Midland Railway Act 1904 is hereby further extended

Extension of time for construction of West Riding Lines.

A.D. 1907. — for a period of three years from the twenty-fifth day of July one thousand nine hundred and nine and sections 30 and 31 of the Act of 1898 shall be read and construed as if the period by this Act limited for the completion thereof had been the period limited by that Act.

If the said railways be not completed within the said period of three years then on the expiration of that period the powers of the Act of 1898 and this Act respectively granted to the Company for making and completing the same respectively or otherwise relating thereto shall cease except as to so much thereof respectively as shall then be completed.

Confirming  
agreement  
varying  
section 28 of  
Act of 1898  
and repeal of  
portions of  
that section.

41. The agreement made the fifteenth day of February one thousand nine hundred and seven between the Company of the first part the mayor aldermen and citizens of the city of Bradford (hereinafter in this section referred to as "the corporation") of the second part Sir Frederick Ripley Baronet Henry Ripley and Hugh Ripley of the third part James Sharp William Henry Foster and Henry Ripley and the Bradford Dyers Association Limited of the fourth part as set forth in the Second Schedule to this Act is hereby confirmed and made binding upon all the parties thereto and for the purpose of giving effect thereto the following provisions shall also apply and have effect:—

- (1) From and after the passing of this Act subsections (4) (5) (6) (7) (8) (9) (10) and (11) of section 28 (For protection of Sir H. W. Ripley's Trustees Estate) of the Act of 1898 shall be and the same are hereby repealed:
- (2) The provisions of the said agreement shall be carried into effect by the corporation notwithstanding anything in any Act relating to them and all the clauses and provisions of the said agreement shall be read and have effect as if they were parts of this Act:
- (3) If the Company shall before the expiration of one year from the passing of this Act commence the construction of the works in the city of Bradford authorised by the Act of 1898 as varied by this Act the provisions of section 133 of the Lands Clauses Consolidation Act 1845 shall not during a period of six years from the commencement of the said works apply to or in respect of any lands taken or acquired by the Company in the said city for the purposes of the Act of 1898 or this Act.



**42.** The time limited by the Midland Railway Act 1899 as extended by the Midland Railway Act 1902 and the Midland Railway Act 1905 for the compulsory purchase of lands authorised to be acquired under the first-mentioned Act for the purposes of the Thornhill Junction is hereby further extended for a period of two years from the thirteenth day of July one thousand nine hundred and seven.

A.D. 1907.  
—  
Extension of time for purchase of lands for Thornhill Junction.

**43.** The period limited by the Midland Railway Act 1899 for the completion of the Thornhill Junction by that Act authorised as extended by the Midland Railway Act 1902 and the Midland Railway Act 1905 is hereby further extended for a period of three years from the thirteenth day of July one thousand nine hundred and ten and sections 44 and 45 of the said Act of 1899 shall be read and construed as if the period by this Act limited for the completion thereof had been the period limited by that Act.

Extension of time for construction of Thornhill Junction.

If the said works be not completed within the said period of three years then on the expiration of that period the powers by the said Act of 1899 and this Act respectively granted to the Company for making and completing the same or otherwise relating thereto shall cease except as to so much thereof as shall then be completed.

**44.** The time limited by the Midland Railway Act 1902 as extended by the Midland Railway Act 1905 for the compulsory purchase of lands for the purposes of the Whitehall Junction and the Holbeck Widening by the said Act of 1902 authorised is hereby extended for a period of two years from the thirty-first day of July one thousand nine hundred and seven.

Extension of time for purchase of lands for Whitehall Junction and Holbeck Widening.

**45.** The period limited by the Midland Railway Act 1902 for the completion of the Whitehall Junction by that Act authorised as extended by the Midland Railway Act 1905 is hereby extended for a period of three years from the thirty-first day of July one thousand nine hundred and ten and sections 12 and 13 of the said Act of 1902 shall be read and construed as if the period by this Act limited for the completion thereof had been the period limited by that Act.

Extension of time for completion of Whitehall Junction.

If the said works be not completed within the said period of three years then on the expiration of that period the powers of the said Act of 1902 and this Act respectively granted for making and completing the same or otherwise relating thereto shall cease except as to so much thereof as shall then be completed.



A.D. 1907.

Extension of  
time for pur-  
chase of cer-  
tain lands in  
Antrim.

**46.** The time limited by the Midland Railway Act 1904 for the compulsory purchase of lands in the townland of Skegoneill (city of Belfast) in the parish of Shankill in the county borough of Belfast in the county of Antrim is hereby extended for a period of two years from the twenty-fourth day of June one thousand nine hundred and seven.

Extending  
time for sale  
of certain  
superfluous  
lands.

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

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

The provisions of this section shall also extend and apply to the Midland and Great Northern Railways Joint Committee the Norfolk and Suffolk Joint Railways Committee the Midland and Great Eastern Railway Companies as joint owners of the Tottenham and Hampstead Railway and the Great Central and Midland Joint Committee respectively as if those committees and companies respectively had been referred to in this section instead of the Company.

As to lands  
belonging to  
Tottenham  
and Forest  
Gate Rail-  
way Com-  
pany.

**48.** Section 15 (Power to sell lease or dispose of land) of the Tottenham and Forest Gate Railway Act 1894 shall be and the same is hereby repealed and the following provisions shall apply and have effect in lieu thereof (that is to say):—

- (1) For the purposes of section 127 of the Lands Clauses Consolidation Act 1845 all lands buildings and premises vested in the Tottenham and Forest Gate Railway Company (in this section referred to as "the Tottenham Company") at the passing of this Act shall (subject as hereinafter provided) at all times be deemed to be and



since their acquisition by the Tottenham Company, to have been required for the purposes of the undertaking of that company :

Provided that if any of such lands buildings or premises shall at any time hereafter prove to be no longer required for the purposes of the said undertaking and the engineer to the Tottenham Company shall by writing under his hand so declare the foregoing provisions of this subsection shall as from the date of such declaration cease to apply to the lands buildings or premises referred to therein and it shall be lawful for the Tottenham Company at any time thereafter to sell let on building or other leases or otherwise dispose of all or any of such last-mentioned lands buildings or premises :

(2) With reference to any lands buildings or premises vested in the Tottenham Company at the passing of this Act in relation to which any such declaration as aforesaid shall have been made and which shall not have been sold or otherwise disposed of (otherwise than by leasing as aforesaid) by the Tottenham Company the following provisions shall apply and have effect in addition to those hereinbefore contained (namely) :—

(A) The said lands buildings and premises shall not be deemed part of the undertaking of the Tottenham Company charged with the general mortgage debt or debenture stock thereof excepting such mortgages as may be expressly charged upon the same or upon any specific portion thereof ;

(B) The Tottenham Company may from time to time borrow on mortgage of the said lands buildings and premises any sums of money and the only security of the mortgagee shall be the same lands buildings and premises or the part thereof specially comprised in his mortgage.

**49.** The agreement between the Commissioners and the Company as set forth in the Third Schedule to this Act is hereby confirmed subject to the provisions of this Act and on payment by the Company to the Commissioners of the sum of two thousand pounds in the said agreement mentioned the undertaking of the Limavady and Dungiven Railway Company shall be and the same is hereby transferred to and vested in the Company as an integral

Confirmation of scheduled agreement and transfer of undertaking of Limavady and Dungiven Company to Company.



A.D. 1907. — part of the undertaking of the Company freed and discharged from all encumbrances liabilities contracts debts and engagements of the Limavady and Dungiven Railway Company.

Acts of 1878 and 1882 to apply to undertaking in hands of Company.

**50.** From and after the transfer aforesaid the Limavady and Dungiven Railway Acts 1878 and 1882 with all rights powers privileges and authorities thereby conferred on the Limavady and Dungiven Railway Company shall (except the provisions thereof relating to the constitution capital and directors of the Limavady and Dungiven Railway Company) remain in full force and continue to apply to the transferred undertaking in the hands of the Company in the same manner and as fully and effectually in all respects as if the Company had been named therein in the place of the Limavady and Dungiven Railway Company Provided that for the purpose of calculating the maximum fares rates and charges the Limavady and Dungiven Railway and the Northern Counties Railway of the Company shall be deemed one railway.

Saving for Postmaster-General in respect of Limvady and Dungiven Railway.

**51.** Nothing in this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Limavady and Dungiven Railway Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Limavady and Dungiven Railway Company is transferred to and vested in the Company as freely and fully in all respects as he was entitled to do before the passing of this Act.

Transfer to Great Central and Midland Joint Committee of Rotherham undertaking.

**52.** On and as from the passing of this Act the undertaking and all the rights powers privileges and authorities in respect of the Rotherham undertaking which by section 14 (Transfer to Great Central Company of undertaking and dissolution of Rotherham Company) of the Act of 1906 were transferred to and vested in and may be exercised and enjoyed by the Great Central Company and their directors officers and servants respectively are by virtue of and subject to the provisions of this Act transferred to and vested in and may be exercised and enjoyed by the Great Central and Midland Joint Committee and their officers and servants respectively subject to any contracts obligations and liabilities incurred or imposed in reference thereto by



or upon the Great Central Company and subject also to and in accordance with the regulations restrictions conditions obligations penalties and immunities of or prescribed by the Act of 1905 and the Acts incorporated therewith. A.D. 1907.

**53.**—(1) As soon as conveniently may be after the passing of this Act the Great Central Company and the Company shall deliver to the Great Central and Midland Joint Committee an account of all payments made by and liabilities of the Great Central Company and the Company respectively for or in respect of the Rotherham undertaking including the costs charges and expenses referred to in section 15 of the Act of 1906 and the costs charges and expenses incurred by the Great Central Company in respect of or in connection with the promotion of the Bill for the Act of 1906 so far as such last-mentioned costs charges and expenses are attributable to the Rotherham undertaking which accounts shall be verified if the said Joint Committee so require by a declaration under the seal of the Great Central Company or the Company as the case may be. Payments in respect of Rotherham undertaking.

(2) The said Joint Committee shall be at liberty to inspect the books vouchers and documents relative to the said payments and liabilities for the purpose of ascertaining the accuracy of the said accounts delivered and such books vouchers and documents shall be produced to them on demand.

(3) Within one month after the delivery to the said Joint Committee of the said accounts the said Joint Committee shall repay to the Great Central Company and the Company respectively a sum equivalent to the payments made by them respectively together with interest at the rate of four per centum per annum on the amount of such payments from the date of the payment thereof up to the date of the repayment thereof by the said Joint Committee.

(4) All such liabilities which at the date of the passing of this Act the Great Central Company or the Company shall not have actually discharged but for which they remain liable shall be paid and discharged by the said Joint Committee.

**54.** The Company and the Great Central Company respectively may charge in respect of all traffic conveyed by them on the railways comprised in the undertaking by this Act transferred to the Great Central and Midland Joint Committee or any part thereof the same fares rates and charges as they are entitled to charge in respect of similar traffic conveyed for similar distances Fares rates and charges in respect of railways of Great Central and Midland Joint Committee.

A.D. 1907. over the railways of such companies respectively from or to which such traffic is conveyed :

Provided that in the case of traffic conveyed partly on the railways comprised in the said undertaking and partly on either the railways of the Company or the railways of the Great Central Company as the case may be the railways comprised in the said undertaking and the railways of the Company or of the Great Central Company as the case may be shall for the purpose of calculating fares rates and charges be considered as one railway.

Company and Great Central Company to have equal rights in respect of undertaking.

**55.** The Company and the Great Central Company shall have equal rights each with the other in all respects as to the working and using of the undertaking by this Act transferred to the Great Central and Midland Joint Committee and may work over and use the same as if it formed part of their respective undertakings and no preference priority or other advantage shall be given to or taken by either of the said companies over or to the exclusion or disadvantage of the other of them.

Provisions as to expenses and revenue.

**56.** The provisions of section 30 (Payments by Companies severally for use of joint railways) section 31 (Disposal of revenue) section 32 (Expenses of managing undertaking) and section 33 (Funds for construction &c.) of the Manchester Sheffield and Lincolnshire Railway and Midland Railway Companies (Joint Lines) Act 1869 shall apply to and in respect of the undertaking and the exercise and enjoyment of the rights powers privileges and authorities by this Act transferred to and vested in the Great Central and Midland Joint Committee.

Saving for Postmaster-General in respect of undertaking transferred to Great Central and Midland Joint Committee.

**57.** Nothing in this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking by this Act transferred to the Great Central and Midland Joint Committee and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the said undertaking is transferred to and vested in or worked by the Company the Great Central Company or the Great Central and Midland Joint Committee as freely and fully in all respects as he was entitled to do before the passing of this Act.



**58.** On and as from the passing of this Act all the powers rights privileges and authorities for the purposes of or in relation to the following portions of railway and railway authorised by the Act of 1902 (that is to say):—

- (A) So much of Railway No. 2 as will lie between the junction therewith of Railway No. 3 authorised by the Act of 1905 and its termination;
- (B) So much of Railway No. 3 as will lie between its commencement and the junction therewith of Railway No. 4 authorised by the Act of 1905;
- (C) The whole of Railway No. 6;

(which portions of railway and railway are in this Act referred to as and included in the expression "the southern line") and all the interests agreements and benefits and liabilities of or under agreements held or acquired by or incurred in connection with or for the purposes of the southern line or relating to the southern line or to any lands required for the purposes thereof which by section 4 (Transfer of certain of Company's powers to Two Companies) and section 6 (Powers of Company to be exercised by Two Companies) of the Act of 1906 were transferred to vested in and imposed upon and may be exercised and enjoyed by the Hull and Barnsley Company and the Great Central Company acting through the Joint Committee by that Act constituted and their directors officers and servants respectively are by virtue of and subject to the provisions of this Act transferred to vested in and imposed upon and may be exercised and enjoyed by the Joint Committee by this Act constituted and their officers and servants respectively subject to any contracts obligations and liabilities incurred or imposed in reference thereto by or upon the Joint Committee constituted by the Act of 1906 and subject also to and in accordance with the regulations restrictions conditions obligations penalties and immunities of or prescribed by the Act of 1902 and the Acts incorporated therewith and the provisions of section 7 of the Act of 1906 shall be read and have effect as if the Joint Committee had been mentioned therein in relation to the southern line instead of the Two Companies.

**59.**—(1) As soon as conveniently may be after the passing of this Act the Joint Committee constituted by the Act of 1906 (in this section referred to as "the existing Joint Committee") and the companies represented by the existing Joint Committee shall deliver to the Joint Committee an account of all payments made by and liabilities of the existing Joint Committee and the

A.D. 1907.

Transfer of  
certain  
powers of  
Great Cen-  
tral and Hull  
and Barnsley  
Railway  
Companies  
to Joint  
Committee.

Payments  
in respect  
of southern  
line.

A.D. 1907. — said companies respectively for or in respect of the southern line (including payments made and liabilities incurred in respect of the obtaining extending and continuing of the powers conferred by the Act of 1902 in relation to the southern line and transferring the same to the said companies) which accounts shall be verified if the Joint Committee so require by a declaration under the seal of the existing Joint Committee or the said companies respectively as the case may be.

(2) The Joint Committee shall be at liberty to inspect the books vouchers and documents relative to the said payments and liabilities for the purpose of ascertaining the accuracy of the said accounts delivered and such books vouchers and documents shall be produced to them on demand.

(3) Within one month after the delivery to the Joint Committee of the said accounts the Joint Committee shall repay to the existing Joint Committee and to the said companies respectively a sum equivalent to the payments made by them respectively together with interest at the rate of four per centum per annum on the amount of such payments from the date of the payment thereof up to the date of the repayment thereof by the Joint Committee.

(4) All such liabilities which at the date of the passing of this Act the existing Joint Committee or the said companies respectively shall not have actually discharged but for which they remain liable shall be paid and discharged by the Joint Committee.

Fares rates and charges in respect of southern line.

**60.** The Three Companies respectively may charge in respect of all traffic conveyed by them on the southern line or any part thereof the same fares rates and charges as they are entitled to charge in respect of similar traffic conveyed for similar distances over the railways of such companies respectively from or to which such traffic is conveyed :

Provided that in the case of traffic conveyed partly on the southern line and partly on the railways of any of the Three Companies as the case may be the southern line and the railways of such company shall for the purposes of calculating fares rates and charges be considered as one railway.

Three Companies to have equal rights in respect of undertaking.

**61.** The Three Companies shall have equal rights in all respects as to the working and using of the undertaking by this Act transferred to the Joint Committee and may work over and use the same as if it formed part of their respective undertakings and no preference priority or other advantage shall be given to or taken by any of the Three Companies over or to the exclusion or disadvantage of the others or other of them.



**62.** Nothing in this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in and upon along over or across the railways and works comprised in the undertaking by this Act transferred to the Joint Committee and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the said undertaking is transferred to and vested in or worked by the Company the Great Central Company or the Joint Committee as freely and fully in all respects as he was entitled to do before the passing of this Act.

A.D. 1907.  
 Saving for Postmaster-General in respect of undertaking transferred to Joint Committee.

**63.** For the purpose of exercising the powers rights privileges and authorities conferred upon the Joint Committee by the section of this Act the marginal note whereof is "Transfer of certain powers of Great Central and Hull and Barnsley Railway Companies to Joint Committee" there shall be a Joint Committee representing the Three Companies to be called "the Great Central Hull and Barnsley and Midland Committee" and by that name the members for the time being of the Joint Committee shall be one body corporate and are by this Act incorporated accordingly with perpetual succession and a common seal and with power to hold and dispose of lands without any licence in mortmain.

Incorporation of Joint Committee.

**64.** The Joint Committee shall consist of three of the directors of each of the Three Companies to be nominated by writing under the seal of the respective companies the first nomination to be made within three months after the passing of this Act but the boards of the Three Companies may by mutual agreement increase the number of the Joint Committee to not more than five directors of each company and the chairman of the Joint Committee at each meeting shall be successively a director of one of the Three Companies The member or members present representing each company shall have only one vote collectively and the chairman shall have no casting vote and in cases of differences arising between the representative directors of the respective companies such difference shall be settled from time to time by the boards of the Three Companies or that failing by arbitration as hereinafter provided In the event of any of the Three Companies failing to appoint members of the Joint Committee within three months after the passing of this Act the persons appointed by the other

Constitution and voting of Joint Committee.

A.D. 1907. — or others of the Three Companies may lawfully exercise the powers vested in the Joint Committee until the company so failing to appoint shall have made such appointment.

Application  
of parts of  
Companies  
Clauses Con-  
solidation  
Act 1845  
to Joint  
Committee.

**65.** The following sections of the Companies Clauses Consolidation Act 1845 shall apply to the Joint Committee and to its members and officers (namely):—

Section 97 (Power to make contracts);

Section 98 (Proceedings to be entered in books);

Section 99 (Acts of directors to be valid notwithstanding defects in their appointment);

Section 100 (Directors not to be personally liable);

Sections 109 to 114 (With respect to the accountability of officers of the Company):

And in construing these sections for the purposes of this Act the expression "the Company" shall mean the Joint Committee and the expression "the directors" shall mean the members of the Joint Committee.

Application  
of certain  
provisions of  
section 8 of  
Act of 1906.

**66.** The following provisions of section 8 of the Act of 1906 shall mutatis mutandis with the necessary consequential modifications apply to the Joint Committee by this Act constituted in respect of the undertaking by this Act transferred to and vested in them (that is to say):—

Subsection (c) Two Companies may add to joint undertaking;

Subsection (E) Vacancies on joint committee (paragraph 2);

Subsection (F) Meetings of joint committee;

Subsection (G) Actions;

Subsection (J) Conduct of business of joint undertaking;

Subsection (K) Expense of constructing joint undertaking;

Subsection (L) Provision of funds for construction (except the last paragraph);

Subsection (M) Books of account &c. to be kept by joint committee;

Subsection (N) Disposal of revenue;

Subsection (O) Half-yearly accounts;

Subsection (P) Expenses of joint committee;

Subsection (Q) Each Company to be entitled to make works;

Subsection (S) Payment by Two Companies for use of joint undertaking;



Subsection (t) Charges for through traffic ;

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Subsection (u) Joint committee to regulate traffic ;

Subsection (v) Difference between the Two Companies and standing arbitrator :

Provided always that—

- (1) The said provisions shall for the purposes of this Act be read as though the Company had also been mentioned therein where the Great Central and the Hull and Barnsley Companies are mentioned and where the expression “the Two Companies” is used as though it had been “the Three Companies” ;
- (2) Subsection (r) of the said section 8 shall be read and have effect as if three members had been mentioned therein as the quorum of a meeting of the Joint Committee ; and
- (3) Subsection (p) of the said section shall be read and have effect as if the word “shares” had been inserted therein instead of the word “moieties.”

**67.** Whereas in pursuance of section 6 of the Act of 1905 a bond under the common seal of the Great Central Company and the Hull and Barnsley Company in the sum of ten thousand pounds conditioned as in the said section enacted was duly deposited with the Bank of England Be it therefore enacted that the Company shall indemnify and keep harmless the Great Central Company and the Hull and Barnsley Company and each of them to an amount equivalent to one third of all penalties losses costs damages or expenses which those companies or either of them may incur or to which they or either of them may become liable under the said bond or under the provisions of the said section.

Indemnity  
by Company  
to Great  
Central and  
Hull and  
Barnsley  
Companies.

**68.** All powers rights privileges and authorities by this Act transferred to the Joint Committee in relation to the southern line shall cease to be exerciseable by the Joint Committee constituted by the Act of 1906 but without prejudice to any powers rights privileges and authorities which under the provisions of that Act would or might be exerciseable by such committee in relation to the northern line referred to in that Act.

Cesser of  
certain  
powers of  
Joint Com-  
mittee con-  
stituted by  
Act of 1906.

**69.** The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise by the creation and issue of new preferred converted ordinary stock and new deferred converted ordinary stock or of Midland Railway two and a half

Power to  
Company to  
raise addi-  
tional money  
by creation  
of stock.



A.D. 1907. per centum perpetual preference stock such sums of money as they shall think necessary not exceeding three hundred thousand pounds exclusive of the other moneys which they are or may be by any other Act or Acts of Parliament authorised to raise If and so far as any such moneys are raised by the creation and issue of new preferred and new deferred converted ordinary stock the Company shall raise the same by the creation and issue of the said stocks in equal proportions And any preference stock created under the powers of this section shall be deemed to be part of and shall rank pari passu with and shall confer the like privileges and shall bear the same dividend and be subject to the like restrictions as the existing Midland Railway two and a half per centum perpetual preference stock.

Qualification  
of new stock.

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

Power to  
borrow.

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

But no part thereof shall be borrowed until the whole of the capital stock at the time issued shall have been fully paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that such stock has been issued and accepted and fully paid up and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid in reference to such capital has been given which certificate shall be sufficient evidence thereof.



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

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Provisions with respect to appointment of a receiver.

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

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

Existing mortgages to have priority.

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

Application of moneys.

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

Company may apply corporate funds.

**76.** The Great Western Railway Company the South Yorkshire Committee the Cheshire Lines Committee the Great Central Company the Great Northern Railway Company the North Eastern Railway Company the Lancashire and Yorkshire Railway Company

Power to other companies and committees to apply funds.

A.D. 1907. — and the Hull and Barnsley Company respectively may apply to the purposes of this Act in which they are respectively interested and to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any of their Acts and which are not required for the purposes to which they are by those Acts made specially applicable.

Interest not to be paid on calls paid up.

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

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

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

Saving rights of duchy of Lancaster.

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

Crown rights.

**80.** Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of



Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose (which consent the said commissioners and board are hereby respectively authorised to give). A.D. 1907.

**81.** Nothing in this Act contained shall exempt any of the companies or committees upon whom powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better 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 to be taken by the said companies or committees respectively. Provision as to general Railway Acts.

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

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The SCHEDULES referred to in the foregoing Act.FIRST SCHEDULE.DESCRIBING PROPERTIES OF WHICH PARTS ONLY ARE REQUIRED TO BE  
TAKEN BY THE COMPANY.

No. on deposited or additional deposited Plans.	Parish or other Area.	Description of Property.
STAVELEY NORTH CURVE.		
11	Parish of Staveley - -	Land and colliery sidings.
DIVERSION OF BRADFORD BECK.		
465A	Bradford - - - -	Warehouse and offices.
DIVERSION OF FOOTPATH AT GURNOS.		
3	Parish of Ystradgynlais Lower	Lands and footpath.
4	Parish of Ystradgynlais Lower	Brickyard and railway siding.
5	Parish of Ystradgynlais Lower	Land railway siding and footpath.

SECOND SCHEDULE.

Stamp.



AGREEMENT made the fifteenth day of February one thousand nine hundred and seven between the MIDLAND RAILWAY COMPANY (hereinafter referred to as "the Company") of the first part the MAYOR ALDERMEN AND CITIZENS OF THE CITY OF BRADFORD (hereinafter referred to as "the corporation") of the second part Sir FREDERICK RIPLEY of Severn End Hanley Castle in the county of Worcester Baronet HENRY RIPLEY of Cheltenham in the county of Gloucester esquire and HUGH RIPLEY of Hob Green Markington in the county of York esquire (the trustees of the will of the late Sir Henry William Ripley Bart. and hereinafter referred to as "the trustees") of the third part



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JAMES SHARP of Shirley Manor Wyke in the city of Bradford esquire WILLIAM HENRY FOSTER of Hornby Castle in the county of Lancaster esquire J.P. D.L. and the said HENRY RIPLEY (hereinafter referred to as "the mortgagees") and in whom the hereditaments and premises known as the Bowling Dyeworks and conveyed and assured by the indenture dated the eighth day of April one thousand eight hundred and ninety-nine hereinafter recited are now vested by way of mortgage upon trust for the debenture stockholders of the Bradford Dyers Association Limited and the said BRADFORD DYERS ASSOCIATION LIMITED (hereinafter referred to as "the association") and in whom the equity of redemption of and in the said Bowling Dyeworks is now vested of the fourth part.

WHEREAS by an indenture dated the eighth day of April one thousand eight hundred and ninety-nine and made between the said Henry Ripley and Hugh Ripley Henry Sutcliffe Dyer and George Douglas Dyer (thereinafter called "the vendors") of the first part Sir Edward Ripley Bart. the said Sir Frederick Ripley Baronet and the said Henry Ripley and Hugh Ripley (thereinafter called "the trustees") of the second part and the association (thereinafter called "the association") of the third part the trustees granted and conveyed unto the association their successors and assigns certain dyeworks situate in the township of Bowling in the city of Bradford then in the occupation of the association (being part of the estate of the trustees referred to in section 28 of the Midland Railway (West Riding Lines) Act 1898) together (except and subject as therein appeared) with all then existing supplies of water underground or above ground from the adjoining property of the trustees and then passing and flowing from such adjoining property of the trustees into the premises thereby conveyed with such rights of using any such then existing watercourses conduits and other works for the purpose of maintaining in the future the flow of the then existing supplies of water into the said dyeworks and premises:

And also (subject and reserving as thereinafter mentioned) the right and interest of the trustees in and the benefit of the provisions contained in section 28 of the said Midland Railway (West Riding Lines) Act 1898 for the protection of the estate of the trustees or other owners for the time being of the said estate so far as such rights and interests and the benefit to be derived from such provisions or any of them related applied to or affected the dyeworks premises and water rights thereby conveyed or any of them And in the said indenture was contained amongst other exceptions and reservations an exception and reservation to the trustees their heirs and assigns owners of the remainder of their estate of the right to all water which should be used by the association or their assigns at their said works or premises thereby conveyed so far as such water used by them should be obtained from the supplies of water thereby

A.D. 1907. — conveyed after it had been made use of for the purposes of the association And in the same indenture are contained covenants by the association with the trustees to deliver at the point marked "A" on the plan thereto annexed or at such other point as may be reasonably required by the trustees for the use of the trustees all such water the right to which was thereby excepted and reserved to the trustees after it should have been made use of for the purposes of the association in manner therein mentioned but the quantity or volume of the said water so delivered except as therein mentioned should not be less than the average quantity of four and a half million gallons per week And in the said indenture are contained powers of entry by the trustees to pump water in case the association shall not pump And in the said indenture is also contained a proviso that nothing therein contained should deprive the trustees their heirs and assigns owners as aforesaid of and the trustees thereby reserved to themselves their heirs and assigns owners as aforesaid the rights and interest in and the benefit of all provisions in the said Midland Railway (West Riding Lines) Act 1898 for the protection of the estate of the trustees of the will of the late Sir Henry William Ripley Bart. or other owners for the time being of the said estate so far as the remainder of the said estate is or can or may be entitled to such rights and interest and the benefit of or to be derived from such provisions or any of them :

Now it is hereby mutually covenanted and agreed on the assurance of the chairman of the Company on their behalf given to the mayor of Bradford on behalf of the city that if the undermentioned agreement be arrived at it is the intention of the Company to proceed with the construction of the main line through Bradford contemplated by the aforesaid Act of 1898 within the next period of extension now being applied for in Parliament by the Company by and between the parties hereto (the association entering into this agreement with the consent of the mortgagees) in manner following:—

1. That in consideration of the covenants and agreements on the part of the corporation of the trustees and of the association and of the other agreements and conditions hereinafter contained the trustees and the association agree that subsections 4 5 6 7 8 9 10 and 11 of section 28 of the Midland Railway (West Riding Lines) Act 1898 shall be repealed.

2. The corporation covenant and agree with the trustees and the association that if at any time during the construction or within eight years after the completion of the tunnel mentioned or referred to in section 28 of the said Act or of any works connected therewith the supply of hard water on the said estate (including the portion thereof conveyed to the association) now or late of the trustees mentioned or referred to in section 28 of the said Act shall fall short of four and a half million gallons per week and if at any time during such period the amount of hard water collected and conveyed to the said estate



(including the said portion conveyed to the association) of the trustees as provided in subsections 2 and 3 of section 28 of the said Act shall not make up the deficiency the corporation shall from time to time continuously during such period when such deficiency shall occur supply to the trustees and the association any deficiency below four and a half million gallons per week with corporation water and the association or the trustees as the case may be shall at the end of each year during which any water shall have been supplied by the corporation hereunder pay to the corporation in respect of the quantity of water so supplied such an amount or sum as shall be equal to the difference between the cost (including the usual and proper depreciation of plant and machinery and repairs and renewals) actually incurred by the association or the trustees of pumping water from the hard water well of the association during such year and the cost of pumping which would otherwise have been incurred by them if the association and the trustees could also in addition to the actual quantity of water pumped from the said well have pumped the quantity so supplied by the corporation such amount to be settled by the respective engineers of the corporation and the trustees and the association or in case of dispute by a referee to be appointed by such engineers.

3. The trustees and the association shall at the end of each year after the commencement of the construction of the said tunnel and works until and including the eighth year after completion thereof send to the corporation a notice in writing of any such deficiency of water as aforesaid and if the corporation desire to dispute the accuracy of such notice they shall within one month of its receipt give the trustees and the association notice in writing of such desire and the question of the amount of such deficiency shall then be fixed by the engineers of the corporation and the trustees and the association or in case of dispute by such referee as they shall appoint. The several deficiencies which shall have occurred during the said period of eight years shall be averaged and the corporation shall thereafter as and when the trustees or the association may require supply to the trustees and the association in perpetuity such a quantity of water continuously every week from the corporation supply as shall represent the average weekly deficiency as aforesaid at and after the rate of payment aforesaid.

4. The supply of water by the corporation hereby provided for shall not relieve the Company of their obligations under subsections 2 and 3 of section 28 of the said Act with respect to the collection and delivery separately of soft and hard water met with in the construction of the said tunnel and shafts as in those subsections referred to.

5. As between the Company and the corporation it is hereby agreed that (A) if under the provisions of subsection 2 of section 28 of the said Act the Company are required to construct any works beyond the area necessarily excavated for the construction of the tunnel and shafts the corporation will indemnify the Company against the cost of construction

A.D. 1907. — and maintenance of such works and (B) if under the provisions of subsection 3 of that section the Company shall be required to continue a supply of water the corporation shall indemnify the Company against the cost of continuance of such supply.

6. Subject to the provisions hereinafter contained all water to be supplied by the corporation hereunder (other than and except water delivered to the trustees under clause 8 hereof) shall be delivered at such point or points on the estate of the association conveyed by the said indenture of the eighth day of April one thousand eight hundred and ninety-nine as may be reasonably required by the association and the corporation shall at their own cost and expense lay make and maintain in good repair order and condition such mains valves pipes and other works and supply and fix such meter or meters as shall from time to time be necessary and proper for delivering in regular quantities and volumes the amount of water hereby agreed to be supplied by them and such water shall be delivered and supplied at such times as shall be from time to time reasonably required by the trustees or the association and no charge shall be made by the corporation for the use of any meter or meters.

7. As between the association and the trustees the association shall (subject to the prior right of the association to make use of the same for the purposes of their business) deliver or cause to be delivered all water supplied to the association by the corporation hereunder (except any soapy water which after user shall be unfit to turn into the subsiding dams) for the use of the trustees in the same manner as to point of delivery condition standard of purity and in all respects as if the same were water obtained from the supply conveyed or assured by the said indenture dated the eighth day of April one thousand eight hundred and ninety-nine and all such water so delivered shall be taken and reckoned as part of the minimum quantity of four and a half million gallons per week referred to in the said covenant contained in the said indenture.

8. If from any cause whatever at any time the association shall cease temporarily or otherwise to deliver or cause to be delivered water to the trustees in accordance with their obligations under the said indenture dated the eighth day of April one thousand eight hundred and ninety-nine and this agreement the trustees shall during such periods of cesser have the right to obtain for themselves and the corporation so far as their liability to supply water as aforesaid extends shall deliver to them direct from the mains or pipes of the corporation or otherwise a supply to make up to the extent of the four and a half million gallons per week the quantity which the association shall fail to deliver or cause to be delivered to the trustees such quantity so obtained by the trustees to be delivered into the subsiding dams now existing on the estate of the association or in the immediate vicinity thereof as shall be reasonably required by the trustees and to be taken



to be on account or in respect of the water hereinbefore agreed to be supplied by the corporation the meter and valves in connection with such supply to the trustees to be supplied and fixed and kept in repair by the corporation free of any charge to the trustees and the trustees and the association and the corporation shall have the right of reading all meters in connection with all supplies of water by the corporation to the trustees or the association under this or any other clause in this agreement.

9. The trustees shall on demand pay to the corporation for any portion of the said water supplied by the corporation solely for the use of the trustees under clause 8 hereof and which shall not have been made use of for the purposes of the business of the association at and after the same rate of payment as mentioned in clause 2 of this agreement.

10. The corporation and the trustees (as defined by subsection 1 of section 28 of the said Act of 1898) by their duly authorised agents shall during the construction of the tunnel and after completion thereof have the right on giving twenty-four hours' notice to the Company's local resident engineer to enter upon and inspect the tunnel and any works connected therewith or executed by the Company under the provisions of this section and to take samples of the water which may be found in the said tunnel or any of such works And during the construction of the tunnel and works to direct which sources or feeders of water they desire to have put into the soft water conduit or pipe and the Company shall afford all reasonable facilities for those purposes or any of them and the corporation shall have similar rights as were given to the trustees (as before defined) under subsection 12 of section 28 of the said Act of 1898.

11. On the execution of this agreement by all parties the Company's Bill in Parliament for the abandonment of the said West Riding Lines Act 1898 shall be withdrawn and the clause in the Company's Additional Powers Bill now in Parliament for repealing the said section 28 of the said Act of 1898 shall be amended in accordance with clause 1 of this agreement.

12. Nothing herein contained shall affect the liabilities of the Company or the respective rights of the trustees and the association under section 28 of the said Act of 1898 or under any subsections thereof not hereby agreed to be repealed amended or interpreted.

13. And it is hereby agreed and declared that as between the trustees and the association the provisions hereof are intended to substitute the supply of water by the corporation for the supply of and compensation for deficiency in supply provided for in subsections 4 5 6 7 and 8 of section 28 of the said Act of 1898 and that except as herein expressly provided this agreement shall not nor shall anything herein contained be deemed to vary prejudice or affect the respective

A.D. 1907. — rights and obligations of the trustees and the association respectively under the said indenture of the eighth day of April one thousand eight hundred and ninety-nine.

14. In this agreement the word "association" shall where the context so admits or requires be deemed to include the association the mortgagees and their respective successors in title and assigns owner or owners for the time being of the Bowling Dyeworks and other hereditaments and premises conveyed and assured by the said indenture dated the eighth day of April one thousand eight hundred and ninety-nine. And the word "trustees" shall where the context so admits or requires be deemed to include the present trustees under the will of Sir Henry William Ripley and any future trustees or other persons or person owners or owner for the time being of the remainder of the estate of the trustees.

15. In the event of the Company proceeding with the works within about twelve months of the passing of the Act to confirm this agreement the rating required under the Lands Clauses Consolidation Act during the construction of works shall be suspended for six years from the commencement of the work.

16. The corporation agree to the various engineering arrangements set out in the schedule hereto.

17. This agreement shall be scheduled to and confirmed by the Company's Additional Powers Bill in the present session of Parliament or in a Bill to be promoted by the Company in the session one thousand nine hundred and eight and the necessary clauses shall be added to such Bill for giving effect to the provisions hereof failing which this agreement shall be null and void.

18. And it is hereby agreed and declared that if any dispute or difference shall arise between the parties hereto or any of them touching any clause matter or thing whatsoever herein contained or the operation or construction hereof or any matter or thing in any way connected with these presents or the rights duties or liabilities of any party under or in connection with these presents then and in every such case the dispute or difference shall be referred to arbitrators to be appointed by each of the parties between whom the dispute or difference shall arise in accordance with and subject to the provisions of the Arbitration Act 1889.

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The SCHEDULE referred to.

A.D. 1907.

WORKS REFERRED TO IN CLAUSE 16.

1. Forster Square to be raised six inches.
2. Bentley Street and West Street to be closed where the railway will pass under them.
3. A drain to be laid along Well Street Forster Square Commercial Street Mill Street and Leeming Street for tunnel water other than and except water to which the trustees are entitled to delivery under the said Act of 1898 or this agreement.
4. School Street to be temporarily closed while the works affecting it are carried out.
5. Bradford Beck to be diverted in accordance with the plan which has been submitted to the city surveyor.

The common seal of the mayor aldermen and citizens of }  
the city of Bradford was hereto affixed in the presence of }

L.S.

J. A. GODWIN Mayor

FREDERICK STEVENS Town Clerk.

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

L.S.

G. MURRAY SMITH

Director of the Company

Gumley Hall

Market Harborough.

14980

Signed sealed and delivered by }  
the said Sir Frederick Ripley }  
Bart. in the presence of }

FRED RIPLEY.

L.S.

CHARLES T. LITTLE Gentleman

Bradford.

Signed sealed and delivered by }  
the said Henry Ripley in the }  
presence of }

HENRY RIPLEY.

L.S.

CHAS. H. LOVERIDGE

12 Oxford Place Cheltenham

Private Secretary.

A.D. 1907.

Signed sealed and delivered by }  
 the said Hugh Ripley in the } HUGH RIPLEY.  
 presence of }

L.S.

THOMAS BUTTON Butler  
 Hob Green Markington.

Signed sealed and delivered by }  
 the said James Sharp in the } JAMES SHARP.  
 presence of }

L.S.

BERTRAM HOWE  
 Solicitor with  
 Messrs. Mumford Johnson & Co.  
 Bradford.

Signed sealed and delivered by }  
 the said William Henry Foster } WILLIAM H. FOSTER.  
 in the presence of }

L.S.

GILFRID G. CRAIG Solicitor  
 Lincoln's Inn W.C.

Signed sealed and delivered by }  
 the said Henry Ripley in the } HENRY RIPLEY.  
 presence of }

L.S.

CHAS. H. LOVERIDGE  
 12 Oxford Place Cheltenham  
 Private Secretary.

The common seal of the Bradford Dyers Association }  
 Limited was hereto affixed in the presence of }

L.S.

HY. SUTCLIFFE Director.  
 A. GRANDAGE Director.  
 J. HERSCHEL Secretary.

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### THIRD SCHEDULE.

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ARTICLES OF AGREEMENT made the sixth day of February one thousand nine hundred and seven between the COMMISSIONERS OF PUBLIC WORKS IN IRELAND (hereinafter called "the vendors") of the one part and the MIDLAND RAILWAY COMPANY (hereinafter called "the purchasers") of the other part.

WHEREAS under and by virtue of the Limavady and Dungiven Railway Acts 1878 and 1882 a certain railway for the purpose of connecting



the town of Limavady in the county of Londonderry with the town of Dungiven in the same county (which railway is hereinafter sometimes referred to as "the Limavady and Dungiven Railway") was made and completed by the Limavady and Dungiven Railway Company:

And whereas the Limavady and Dungiven Railway is owned by the Limavady and Dungiven Railway Company but it is worked by the purchasers under the terms of a working agreement dated the nineteenth day of March one thousand eight hundred and ninety-four and a supplemental agreement endorsed thereon dated the twentieth day of June one thousand nine hundred and made respectively between the Limavady and Dungiven Railway Company and the Belfast and Northern Counties Railway Company:

And whereas by virtue of the said Acts and the Public Works (Ireland) Act 1831 and all other powers enabling them the Limavady and Dungiven Railway Company executed to the vendors the mortgage the short particulars of which are specified in the First Schedule hereto and on the security of which the sum of nineteen thousand six hundred and one pounds for principal is now outstanding:

And whereas the principal money secured by such mortgage is repayable by instalments in the manner therein set forth together with interest on the principal from time to time remaining due at the rate therein mentioned:

And whereas the said instalments of principal and interest are largely in arrear and there is now due to the vendors on foot of the said mortgage for arrears of principal and interest an aggregate sum of twenty-nine thousand five hundred and six pounds six shillings and elevenpence:

And whereas the vendors have under their statutory powers entered upon and taken possession of the Limavady and Dungiven Railway:

And whereas in exercise of the powers in the Public Works (Ireland) Act 1831 section 46 and every other power enabling them the vendors have agreed with the purchasers for the sale to them upon the terms hereinafter appearing of the Limavady and Dungiven Railway:

And whereas the purchasers have agreed to promote an Act of Parliament in the ensuing session to carry out the terms of this agreement:

Now this indenture witnesseth and it is hereby agreed between the parties hereto as follows:—

1. The purchasers shall at their own expense in the ensuing session of Parliament promote an Act by which this agreement shall be confirmed and the Limavady and Dungiven Railway shall be transferred to and vested in the purchasers. And such Act shall contain all such provisions as may be necessary or expedient for giving full effect to the terms of this agreement and in particular shall contain or confirm

A.D. 1907. — the provisions respecting working facilities and rates set out in the Second Schedule hereto.

2. The vendors shall at their own expense within one calendar month from the passing of the said Act of Parliament produce at the offices of the purchasers' solicitors Messrs. Torrens and Bristow Belfast all title deeds and documents in their possession relating to the lands on which the said railway is constructed and shall show a fair holding title to the whole of the said lands.

3. One week after a fair holding title shall have been deduced by the vendors to the satisfaction of the purchasers the purchasers shall pay to the vendors the agreed purchase money amounting to two thousand pounds.

4. This agreement shall be scheduled to the said Act and it is hereby declared that it is made subject to such alterations as Parliament may think fit to make therein and that the provisions of the 104th standing order of the House of Lords shall apply thereto.

5. Until the said purchase shall have been completed as aforesaid the following provisions shall have effect:—

(A) The purchasers as from the determination of the said working agreement shall continue to work and maintain the line giving not less facilities than are given by the existing service :

(B) The purchasers shall during the period aforesaid be entitled to retain the gross receipts arising from the railway including the receipts from through traffic.

6. This agreement is conditional on the said Act of Parliament being obtained within two years from the date hereof and shall be void unless the same shall be obtained within the time aforesaid but provided always that upon such cesser in case the gross receipts derived from the line shall be insufficient to discharge any moneys paid for work done or materials supplied by the purchasers during the period from the determination of the working agreement to the cesser of this agreement such insufficiency shall be altogether borne by the purchasers.

In witness whereof the parties aforesaid have hereunto caused their respective common seals to be affixed the day and year first herein written.



## The FIRST SCHEDULE referred to.

A.D. 1907.

No.	Date of Instrument.	Nature of Instrument and Amount of Advance secured thereby.	Amount due on foot of Principal Instalments in arrear to 1st October 1906.			Amount now due on foot of Interest to 1st October 1906.		
			£	s.	d.	£	s.	d.
	12th Nov. 1883	Deed poll under the seal of the Limavady and Dungiven Railway Company to secure £20,000 repayable by twenty-three yearly instalments as therein mentioned together with interest at the rate of £4 per centum on the amount of the principal from time to time remaining due.	18,200	0	0	11,306	6	11

## The SECOND SCHEDULE referred to.

The purchasers shall after the passing of this Act at their own expense well and sufficiently equip work manage and maintain the railway in perpetuity and afford proper facilities for the traffic of the district.

Present when the common seal of the Commissioners of Public Works in Ireland was affixed



W. M. LANE  
 Treasury Solicitor for Ireland  
 6 Upper Merrion Street  
 Dublin.

H. WILLIAMS Secretary.

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



BELPER  
 Director of the Company  
 Kingston Hall  
 near Derby.

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FOR

ROWLAND BAILEY, Esq., I.S.O., M.V.O., the King's Printer of Acts of Parliament.

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