



## CHAPTER 1.

An Act to confer additional powers upon the Midland Railway Company for the construction of works and the acquisition of lands to confer powers upon that Company and the Lancashire and Yorkshire Railway Company and upon the Midland and Great Northern Railways Joint Committee for the acquisition of lands and for other purposes. [1st July 1898.]

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

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

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

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

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And whereas it is expedient that the powers for the compulsory purchase of lands for the purposes of the Dore and Sheffield widening authorised by the Midland Railway Act 1892 should be revived and extended and that the time now limited by the Midland Railway Act 1896 for the compulsory purchase of lands for the purposes of the Codnor and Coates Park widening and the Ilkeston and Langley Mill widening authorised by the Midland Railway Act 1891 and of the Gloucester New Dock Branch authorised by the Midland Railway Act 1893 should be extended as provided by this Act :

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

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

And whereas it is expedient that the Company should be empowered to raise additional capital for the purposes of the widenings of railways and other works by this Act authorised and for other purposes of this Act and also for the making and enlargement of stations sidings warehouses engine-sheds workshops coal wharves depots mineral goods and other works and conveniences for the accommodation of the traffic on their railways and for completing the purchase of lands and buildings for any of the above-mentioned purposes and for providing additional plant and rolling-stock block and interlocking signals and for the general purposes of their undertaking :

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

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

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

Short title. 1. This Act may be cited for all purposes as the Midland Railway Act 1898.

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

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Incorporation of general Acts.

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

The transfer or transmission of shares ;

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

The conversion of borrowed money into capital :

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

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

Interpretation.

The expression "the widenings" means the widenings of railways by this Act authorised.

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

Power to Company to widen railways &c.

The widenings and works herein-before referred to and authorised by this Act to be made by the Company are—

A widening two miles four furlongs and one chain in length of the Company's railway from Leeds to Skipton (to be called the Bingley and Thwaites widening) situate wholly in the west riding of the county of York commencing in the parish and urban district of Bingley at a point on that railway thirty-seven and a half chains or thereabouts measured in a south-easterly direction from the bridge carrying the road from Bingley to Keighley over that railway at Cross Flats and terminating in the parish and borough of Keighley at a point on that railway fifteen and a half chains or thereabouts measured in a westerly

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direction from the bridge over that railway at the Thwaites Station thereon :

A widening two miles and six furlongs in length of the Company's railway from Leeds to Bradford (to be called the Thackley widening) situate wholly in the west riding of the county of York commencing in the parish and urban district of Calverley at a point on that railway fifty-nine chains or thereabouts measured in an easterly direction from the Apperley Bridge and Rawdon Station thereon and terminating in the parish and urban district of Idle at a point twenty-eight and a half chains or thereabouts measured in a south-westerly direction from the west end of Thackley tunnel :

A widening two miles and one furlong in length of the Company's railway from Derby to Leeds (to be called the Waterloo and Stourton widening) situate wholly in the parish and urban district of Rothwell in the west riding of the county of York commencing at a point on that railway seven chains or thereabouts measured in a south-easterly direction from the Waterloo Colliery sidings signal box and terminating at a point on the said railway four and a half chains or thereabouts measured in a north-westerly direction from the bridge carrying that railway over the public road from Pontefract to Leeds :

A widening three miles two furlongs and seven chains in length of the Company's railway from Derby to Leeds (to be called the Cudworth and Royston widening) situate wholly in the west riding of the county of York commencing in the parish and urban district of Monk Bretton at a point on that railway seventeen chains or thereabouts measured in a south-easterly direction from the southern end of the goods shed at the Cudworth Station thereon and terminating in the parish of Havercroft with Cold Hiendley at a point fifteen and a half chains or thereabouts measured in a south-easterly direction from the booking office at the Royston and Notton Station thereon :

A widening two miles and five chains in length of the Company's railway from Derby to Leeds (to be called the Wath and Darfield widening) situate wholly in the west riding of the county of York commencing in the parish and urban district of Wath-upon-Deerne at a point on that railway twenty-nine chains or thereabouts measured in a north-westerly direction from the Wath Station thereon and terminating in the parish and urban district of Darfield at a point on the said railway seven chains or thereabouts measured in a northerly direction

from the bridge carrying that railway over the public road from Barnsley to Doncaster at Millhouses :

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A widening three miles two furlongs and three chains in length of the Company's railway from Derby to Leeds (to be called the Beighton and Treeton widening) commencing in the parish of Beighton in the county of Derby at a point on the said railway six and a half chains or thereabouts measured in a southerly direction from the Beighton Junction signal box and terminating in the parish of Treeton in the west riding of the county of York at a point on the said railway seven chains or thereabouts measured in a northerly direction from the bridge carrying Mill Lane over the said railway :

A widening one mile in length of the Company's railway from Sheffield to Leeds (to be called the Brightside widening) situate wholly in the parish of Sheffield in the city and county borough of Sheffield in the west riding of the county of York commencing at a point on that railway fifteen and a half chains or thereabouts measured in a south-westerly direction from the bridge carrying the said railway over Newhall Road and terminating at a point on the said railway three chains or thereabouts measured in a north-easterly direction from the Brightside signal box near the River Don works :

A widening six furlongs and two chains in length of the Company's railway from Chesterfield to Sheffield and an enlargement of their station at Sheffield (to be called the Sheffield widening and enlargement) situate wholly in the parish city and county borough of Sheffield in the west riding of the county of York such widening commencing by a junction with the Company's railway from Chesterfield to Sheffield at a point thereon five and a half chains or thereabouts measured in a southerly direction from the south face of East Bank tunnel and terminating by a junction with the said railway at a point one chain or thereabouts measured in a north-easterly direction from the east face of the bridge carrying Granville Street over the said railway :

A widening seven furlongs and one chain in length of the Company's railway from Birmingham to Derby (to be called the Whitacre widening) situate wholly in the county of Warwick commencing in the parish of Shustoke at a point on that railway three and a half chains or thereabouts measured in a north-easterly direction from the Whitacre Station thereon and terminating in the parish of Nether Whitacre at a point on

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the said railway one chain or thereabouts measured in a southerly direction from the bridge carrying the road to Coventry over the said railway near the Swan Inn at Nether Whitacre :

A widening one mile five furlongs and six chains in length of the Company's railway from London to Leicester (to be called the Kilby Bridge and Wigston widening) situate wholly in the county of Leicester commencing in the parish of East Wigston in the rural district of Blaby at a point on the said railway twenty-seven and a half chains or thereabouts measured in an easterly direction from the bridge carrying the said railway over the road from Leicester to Welford near Kilby Bridge and terminating in the parish and urban district of Wigston Magna at a point on the said railway five chains or thereabouts measured in a north-westerly direction from the bridge carrying that railway over the road leading from Wigston Magna to Glen Parva.

Rates and charges for widenings.

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

Running powers of North Eastern Railway Company extended to widened railways.

6. The North Eastern Railway Company shall have and be entitled to the same powers rights and privileges in respect of any widenings of the Company's railways by this Act authorised as they now have or are entitled to in respect of the portions of the said railways so authorised to be widened.

Running powers of Lancashire and Yorkshire Railway Company extended to widened railways.

7. The Lancashire and Yorkshire Railway Company shall have and be entitled to the same rights powers and privileges in respect of any widenings of the Company's railways by this Act authorised as they now have or are entitled to in respect of the portions of the said railways so authorised to be widened.

Inclination of roads.

8. In altering for the purposes of this Act the Road No. 4 in the parish of Nether Whitacre the Company may make the same of any inclination not steeper than 1 in 15.

Height and span of bridges.

9. The Company may make the arches of the bridges for carrying the widenings over the roads next herein-after mentioned of any

heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say) :— A.D. 1898.

No on deposited Plan.	Parish.	Description of Road.	Height.	Span.
<b>CUDWORTH AND ROYSTON WIDENING.</b>				
21	Carlton - - -	Public - - -	12 ft. 0 in.	25 ft. 0 in.
6	Havercroft with Cold Hiendley.	Public - - -	12 ft. 0 in.	25 ft. 0 in.
<b>WATH AND DARFIELD WIDENING.</b>				
10	Billingley in the rural district of Barnsley.	Public - - -	15 ft. 0 in.	18 ft. 0 in.
<b>BRIGHTSIDE WIDENING.</b>				
4	City and county borough of Sheffield.	Public - - -	12 ft. 0 in.	35 ft. 0 in.
<b>KILBY BRIDGE AND WIGSTON WIDENING.</b>				
6	East Wigston in the rural district of Blaby.	Public - - -	15 ft. 3 in.	35 ft. 0 in.
6	Urban district of Wigston Magna.			

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

No. on deposited Plan.	Parish.	Description of Roadway.	Width of Roadway.
<b>BEIGHTON AND TREETON WIDENING.</b>			
18	Beighton - - -	Public - - -	18 ft. 0 in.
8	Aston-cum-Aughton - -		
22	Treeton - - -	Public - - -	18 ft. 8 in.
<b>WHITACRE WIDENING.</b>			
4	Nether Whitacre - - -	Public - - -	18 ft. 0 in.

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For pro-  
tection of  
West Riding  
County  
Council.

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

- (1) The widening of the bridges whereby the railway is carried over the Barnsley and Pontefract main road in the parishes of Cudworth and Monk Bretton numbered 15 and 3 respectively on the deposited plans and the Doncaster and Saltersbrook main road in the parish of Darfield numbered 9 on the deposited plans shall be by means of girders of the full width of the present bridges respectively and the width of the roads thereunder shall be the same as under the present bridges respectively and shall have a clear headway throughout of not less than that of the present bridges respectively and no part of the abutments of the said bridges respectively shall project beyond or be recessed within the line of the present abutments respectively :
- (2) The said bridges shall so far as practicable be so constructed as to prevent the dropping of water upon the road beneath and otherwise be made water-tight :
- (3) The Company shall construct and maintain on both sides of the said bridges when widened and for such distances beyond as the county council shall reasonably require substantial parapets or close screens of the height of six feet at least and all such parapets or close screens shall be constructed in such manner as the council shall reasonably approve by their surveyor :
- (4) The bridge carrying the Worksop and Attercliffe main road over the widened railway shall be constructed of a width not less than that of the bridge carrying the same road over the existing railway :
- (5) The Company in constructing the said widenings over the Doncaster and Saltersbrook and the Barnsley and Pontefract main roads shall leave proper and reasonable openings for affording light and air to the satisfaction of the said surveyor of the council :
- (6) The said roads shall not during the construction of the said bridges or during any subsequent repairing thereof be obstructed or interfered with further than is necessary for the carrying out of the works All works in any way affecting the



said roads shall be done under the superintendence and to the reasonable satisfaction of the surveyor of the council : A.D. 1898.

(7) The Company shall pay to the council the reasonable costs in relation to the superintendence of any works by this Act authorised affecting the use by the public of the said main roads :

(8) If any difference arise between the Company and the council as to the true intent and meaning of any of the provisions of this Act in relation to any works to be executed or any powers to be exercised affecting the said main roads or bridges respectively such difference shall be settled by an engineer to be appointed by the Board of Trade on the application of either of the parties in difference.

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

(1) Notwithstanding anything contained in this Act the Company shall not take or interfere with any of the lands numbered upon the deposited plans 5 to 13 in the borough of Keighley nor shall the Company interfere with the user of the subway leading from the footpath and occupation road numbered 11 on the said plans under the Company's railway or of the occupation road numbered 3 on the said plans in the said borough and the Company shall extend the said subway under the widening authorised by this Act and shall construct such widening over the said occupation road numbered 3 by means of a bridge similar to the bridge carrying their existing railway over such road :

(2) If the Company shall take or interfere with the footpath numbered on the said plans 37 in the urban district of Bingley they shall divert such footpath to a situation and in manner reasonably approved by the corporation such diverted footpath to be as near as possible to the site of the existing footpath and to pass by means of the existing subway under the Company's railway and an extension of such subway shall be constructed by the Company under the widening authorised by this Act to the footpath and occupation road numbered upon the said plans 11 in the said borough of Keighley :

(3) If the Company shall take or interfere with the footpath numbered upon the deposited plans 37 in the borough of Keighley they shall divert the same to a situation and in manner

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reasonably approved by the corporation such diverted footpath to be as near as possible to the site of the existing footpath :

- (4) The Company shall construct and maintain on both sides of the footpaths diverted in pursuance of this section sufficient fences to the reasonable satisfaction of the corporation :
- (5) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 shall subject to the provisions of this Act extend and apply to the water and gas mains pipes and apparatus of the corporation and whenever in those sections the words "company" and "society" are used the same shall for the purposes of this section be held to extend to and include the corporation :
- (6) Whenever the water or gas mains pipes or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever during the execution of any of the powers of this Act it is necessary for maintaining the supply of water or gas to lay down substituted or additional mains or pipes the same shall previous to the severance or interference be laid down by the corporation at the expense of the Company :
- (7) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer drain or gas or water main or apparatus the Company shall repay to the corporation such cost :
- (8) In case it shall be necessary to construct the railways over any sewer drain or gas or water main or apparatus of the corporation provision shall be made to the satisfaction of the corporation for protecting such sewer drain or gas or water main or apparatus from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair.

For protection of Leeds and Liverpool Canal Company.

**13.** For the protection of the Leeds and Liverpool Canal Company (in this section called "the Canal Company") the following provisions shall have effect (that is to say) :--

- (1) In constructing the Thackley widening in the parishes and urban districts of Calverley and Idle respectively the Company shall not acquire otherwise than by agreement any part of the towing path bye-wash lands or property of the Canal Company adjoining the railway in the said parishes and urban districts of Calverley and Idle respectively nor shall the Company during the construction or after the completion of the works in any way make use of interfere with prejudice or affect (without the consent of the Canal Company) such towing path bye-wash lands or property :

- (2) (A) One month before the Company shall construct the widening of their railway across the canal towing path works and lands of the Canal Company in the parish and urban district of Idle they shall deposit at the principal office of the Canal Company a plan and sections showing the position and levels and mode of construction of such widening and the same shall not be commenced until the engineer of the Canal Company shall have approved thereof in writing under his hand Provided that if the said engineer do not within the aforesaid period of one month so express his approval or disapproval thereof he shall be deemed to have approved thereof;
- (B) In constructing the said widening the Company shall not deviate from the position or from the levels or mode of construction of such widening as shown on the plan and sections approved by the said engineer of the Canal Company;
- (C) The Company shall not otherwise than by agreement purchase or take any land of the Canal Company but the Company may purchase and take and the Canal Company may and shall sell and grant accordingly an easement or right of using the land required for the construction of such widening with not more than two lines of rail;
- (D) Nothing herein contained shall prevent the Company from entering upon the lands and works of the Canal Company when and for such periods as may be necessary for the fulfilment of the Company's obligations under this section;
- (E) The said widening shall be carried over the canal towing path and property of the Canal Company and any approaches thereto by means of a good and substantial bridge of iron or steel and be constructed by the Company at their own expense and so as not in any way to interfere with the present and future proper enjoyment and working of the swing bridge on the north side of the existing railway;
- (F) The bridge shall be constructed with perpendicular piers or abutments and with only one opening or span not less than sixty feet over the canal towing path and the property of the Canal Company and the clear height of the under side of the beams or girders of the bridge over the top water level of the canal shall be not less than eleven feet in the centre thereof and not less than ten feet three inches at the piers or abutments;
- (G) The water space between the piers or abutments of the bridge shall at all times after the completion of the bridge (except

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during necessary repairs or reconstruction) be left and preserved an open and uninterrupted navigable waterway ;

- (H) The Company shall at their own expense maintain the bridge and the works thereof of the height and width and so constructed as aforesaid and in perfect repair at all times ;
- (I) If and whenever the height of the bridge or works shall by subsidence of the ground be lowered below the height herein-before prescribed the Company shall at their own expense restore the same to that height as soon as reasonably may be :
- (3) The Company shall make good all damage that may be occasioned to the works or property of the Canal Company by the construction renewal or want of repair of any of the Company's works or by any such subsidence as aforesaid ; but
- (A) In every case of pressing necessity ; and
- (B) In every other case if for seven days after notice in writing thereof given to the Company by the Canal Company the Company neglect to proceed with due diligence to make good such damage ;
- the Canal Company may if they think fit make good the damage and the amount expended by them in so doing shall be repaid to them by the Company :
- (4) If and whenever by any act or omission of the Company any part of the canal or towing path shall be obstructed or rendered dangerous to boats barges or other vessels navigating or using the canal the Company shall pay to the Canal Company as or by way of ascertained damages the sum of two hundred pounds for every day during which the obstruction or danger shall continue and so in proportion for any less time than a day :
- (5) Provided that nothing in this Act contained shall prevent the Canal Company or any owner of boats or barges from recovering from the Company (in addition to the ascertained damages herein-before mentioned) any special damage that may be sustained by the Canal Company or such owner in consequence of the stoppage or hindrance to the traffic upon the canal or in consequence of the works to be executed by the Company or by the Canal Company for the Company under the provisions herein-before contained or by reason of any such subsidence as aforesaid or on account of any other act or omission of the Company :
- (6) If and whenever any damages or other sums payable by the Company to the Canal Company or any such owner as aforesaid are not paid on demand made on the secretary or clerk of the Company the same may together with costs of suit be recovered against the Company in any court of competent jurisdiction :

(7) All questions and differences which may at any time arise between the Company and the Canal Company as to the construction or effect of this section or the performance observance non-performance or non-observance of any of the provisions thereof or any matters connected therewith or consequent thereon shall be determined by an arbitrator to be appointed by the Company and the Canal Company or (if for fourteen days after the question or difference arises those two companies do not agree upon an arbitrator) by the Board of Trade upon the application in writing of both or either of those companies and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference and the cost of the arbitration shall be in his discretion :

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(8) Except as is by this Act otherwise expressly provided nothing in this Act contained shall take away lessen prejudice alter or affect any of the rights privileges property powers or authorities of the Canal Company.

14. The Company shall in lieu of the water mains belonging to the mayor aldermen and burgesses of the borough of Leicester (in this section called "the corporation") which now pass along the highway and under the railway which crosses the said highway in the parish (or urban district) of Wigston Magna lay similar mains under the roadway of the bridge over the railway which the Company intend to construct under the provisions of this Act for carrying the said highway over the railway and the work of altering the said mains as herein provided shall be executed at the cost in all respects of the Company and under the superintendence and to the reasonable satisfaction of the engineer of the water department of the corporation and the reasonable cost of such superintendence shall be paid by the Company to the corporation and sections 18 to 23 inclusive of the Railways Clauses Consolidation Act 1845 shall subject to the provisions of this section extend and apply to the said water mains and to the water pipes and other apparatus and property of the corporation and the water supply which will be affected by the works to be executed by the Company and to the corporation as if the corporation were a water company or society mentioned in that Act.

For protection of corporation of Leicester.

15. The Company shall not for any purposes of this Act enter upon take or use any lands belonging to the East and West Yorkshire Union Railways Company without the consent of that company in writing under its common seal.

For protection of East and West Yorkshire Union Railways Company.

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For protec-  
tion of  
owner of  
"the Farm."

16. For the benefit and protection of the Most Noble Henry Duke of Norfolk or other the owner or owners for the time being of the estate in the parish of Sheffield known as "the Farm" (the said duke and such owner or owners being herein-after referred to individually and collectively as "the owner") through which estate the Sheffield widening and enlargement is intended to pass the following provisions shall (unless otherwise agreed in writing between the owner and the Company) have effect:—

- (1) The Company shall not under the powers of this Act execute any works upon or enter upon take or use any part of the said estate lying to the eastward of the Company's existing tunnel where it passes through the estate:
- (2) The Company shall at the option of the owner to be signified in writing under the hand of the owner or his agent either reinstate at their own expense on a site the selection of which shall rest exclusively with the owner the whole of the stabling belonging to the house called the Farm or pay to the owner a sum sufficient to enable him to re-erect stabling equally good and commodious elsewhere. In the latter event the sum to be paid shall in case of difference be determined by an arbitrator to be appointed as provided in the last subsection of this section:
- (3) The Sheffield widening and enlargement where it passes through the said estate between a point  $6\frac{1}{2}$  chains measured along the centre line of that widening and enlargement as shown on the deposited plans and sections from the commencement thereof and the southern side of Granville Road shall not without the previous consent in writing of the owner be made otherwise than in a tunnel or covered way (nevertheless such portion as it may be requisite to cut open for the purpose of forming a covered way being first cut open and then re-covered) and without any air shaft or other opening therefrom in the said estate and the Company shall not except with the like consent permanently take for the purposes of such tunnel or covered way any land part of the said estate exceeding in width in any one place 36 feet or acquire in the land taken for the purpose of such tunnel or covered way any estate or interest whatsoever other than an easement with the right of making maintaining examining repairing renewing and using by themselves and others the railway in such tunnel or covered way and of doing all necessary and proper acts for any of those purposes and such easement shall be deemed to be an interest in lands within the meaning of the Lands Clauses Acts:

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- (4) The Company shall form metal and fence to the satisfaction of the owner or his agents a carriage drive or approach road to the house being part of the estate in the line and according to the levels and in other respects in conformity with a plan signed in duplicate by Michael Joseph Ellison on behalf of the owner and by John Allen McDonald on behalf of the Company one copy of which has been retained by the owner and the other copy of which has been retained by the Company :
- (5) The Company shall make and maintain such retaining walls and other works and conveniences for the protection of the estate of the owner or the accommodation of the occupiers thereof as the Company and the owner agree on or as in default of agreement shall be settled by arbitration in manner provided by the last subsection of this section :
- (6) Nothing in this section shall prejudice limit or affect the right of the owner to full compensation for all or any land taken for the purposes or injuriously affected by the construction of the works by this Act authorised or prejudice limit or affect the rights of the owner under section 92 of the Lands Clauses Consolidation Act 1845 provided that counter notice be given by the owner to the Company under that section within three months after notice to treat has been given by the Company to the owner :
- (7) Any difference between the Company and the owner as to the meaning or effect of this section or anything to be or not to be done thereunder shall unless otherwise agreed between the Company and the owner be determined by a single arbitrator to be appointed by the President of the Surveyors' Institute in London and otherwise in accordance with the provisions of the Arbitration Act 1889 and this section shall be deemed to be a submission of any and every such difference within the meaning and for the purposes of that Act.

17. In exercising the powers of this Act for the construction of the Thackley widening the following provisions for the protection of Messrs. Henry and John William Raistrick (in this section called "the owners") shall have effect (that is to say) :—

- (1) The Company shall not enter upon take or use any portion of the land of the owners situate on the south side of the existing railway nor shall they take any more land from the field numbered on the deposited plans 120 in the urban district of Idle than is shown by a pink colour on a plan signed by John Booth Woodhead on behalf of the owners and by John Allen McDonald on behalf of the Company :

For protection of Messrs. Henry and John William Raistrick.

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(2) The Company shall extend the occupation bridge carrying the road numbered on the deposited plans 119 in the said urban district over the existing railway across the widened lines and at all times hereafter maintain the same in repair :

(3) The Company shall construct and hereafter maintain under their existing railway and the widening thereof authorised by this Act a pipe of sufficient capacity to carry all trade waters from the works of the owners and nothing in this subsection contained shall affect increase or diminish any claim of the owners to compensation :

(4) Nothing in this section contained shall prejudice or affect the right of the owners to claim compensation under the Lands Clauses Consolidation Act 1845.

For protec-  
tion of  
Hemsworth  
Rural Dis-  
trict Council.

18. In constructing the Cudworth and Royston widening where the same crosses over the road in the parish of Havercroft with Cold Hiendley in the rural district of Hemsworth known as Lund Hill Lane the Company shall alter the existing bridge by which the railway is carried over the said road so as to make it of the same span and headway as the bridge for carrying the widening over the said road.

For protec-  
tion of Great  
Central  
Railway  
Company.

19. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the Beighton and Treeton widening and the Cudworth and Royston widening respectively hereby authorised shall unless with the previous consent of the Great Central Railway Company (hereinafter called "the Great Central Company") in writing under their common seal be exercised only subject to and in accordance with the following provisions :—

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

(2) With respect to any land of the Great Central Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Great Central Company may and shall grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same :



- (3) The Beighton and Treeton widening under the Great Central Company's railway between Sheffield and Retford shall be effected through some one or more of the existing archways of the bridge now carrying the Great Central Company's railway over the railway of the Company (at the point of crossing as shown on the deposited plans) and so as not in any way to interfere with or alter that bridge or the works connected therewith except so far as it may be necessary to construct wing walls thereto and to strengthen the abutments thereof and such works shall be carried out under the superintendence of and according to plans to be reasonably approved by the principal engineer of the Great Central Company :
- (4) The works of the said Beighton and Treeton widening where they adjoin or interfere with the junction between the railways of the Company and the Great Central Company at Beighton shall be carried out according to plans to be reasonably approved of by the principal engineer of the Great Central Company and in such a manner as on the completion of the works shall leave the Great Central Company in as good a position for interchanging traffic with the Company as they now enjoy :
- (5) The Company shall take all possible precautions in the execution of their works to prevent any interference with the free and uninterrupted and safe use in the ordinary manner and at the ordinary rate of speed of any railway siding or other work belonging to the Great Central Company :
- (6) The Company shall bear and on demand pay to the Great Central Company the expense of the employment by that company during the execution of any work affecting any railway siding or other work of that company of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise and if by reason of the construction of the railways and works by this Act authorised it shall become necessary to add to or to alter the signal or signals upon the said railways of the Great Central Company the same shall be so added to or altered by the Great Central Company and the reasonable expense thereof shall be repaid to that company by the Company :

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(7) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding or other work of the Great Central Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Great Central Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction and if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Great Central Company by reason of any of the matters or causes aforesaid the Company shall pay to the Great Central Company all costs and expenses to which that company may be put as well as full compensation to be recoverable with full costs by that company from the Company in any court of competent jurisdiction :

(8) If any difference shall arise between the respective engineers of the Company and the Great Central Company as to the reasonableness of the plans sections and specifications hereinbefore provided for or as to the true intent and meaning of this enactment or the mode of giving effect thereto such difference shall be referred to and determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party.

For protection of Aire and Calder Navigation.

**20.** The following provisions for the protection of the undertakers of the navigation of the rivers of Aire and Calder in the west riding of the county of York (herein-after called "the undertakers") shall unless otherwise agreed between the Company and the undertakers apply and have effect in reference to the Waterloo and Stourton widening by this Act authorised (in this section called "the widening") (that is to say) :—

(1) The Company shall extend under the widening any openings or culverts now existing under the portion of the Company's railway by this Act authorised to be widened by which access is afforded between lands situate to the south of the said railway and the navigation of the undertakers or by which any streams or waters now pass under such railway to the said navigation and the Company shall not in constructing the widening alter divert or cut off any such streams or waters and shall construct and maintain the extended or lengthened portions of such openings or culverts under the widening of not

less dimensions as regards span and headway nor with a less sectional area in any part than those of the openings or culverts under the present railway :

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- (2) The Company shall carry out all the works of or connected with the widening in such manner as to interfere as little as may be with the use of any such openings or culverts during the construction or after the completion of the works :
- (3) The openings or culverts under the widening shall be available for use by the same persons and for the same purposes as the openings or culverts under the present railway and the Company shall at all times keep such openings or culverts open and free from obstruction :
- (4) The provisions of section 92 of the Act 6 & 7 William IV. cap. cvii. intituled " An Act for making a railway from Leeds to Derby to be called the North Midland Railway " and of section 49 of the Act 2 & 3 Victoria cap. liii. intituled " An Act to alter the line of the North Midland Railway and to amend the Acts relating thereto " shall extend and apply so far as applicable to the widening and all the works of the Company under this Act and nothing in this Act shall prejudice or affect the rights of the undertakers under such Acts or either of them.

**21.** For the protection of the lord mayor aldermen and citizens of the city of Sheffield (in this section called " the corporation ") the following provisions with respect to the Brightside widening and to the Sheffield widening and enlargement by this Act authorised shall save so far as may at any time hereafter be otherwise agreed between the corporation and the Company apply and have effect (that is to say) :—

For protection of Corporation of Sheffield.

- (1) The bridge for carrying the Brightside widening over Newhall Road shall be constructed of a width between the abutments of not less than fifty feet and with not more than two rows of columns and the bridge for carrying the same widening over Upwell Street shall be constructed of one clear span of not less than fifty feet and the said bridges respectively shall have a headway of fifteen feet and twelve feet throughout their whole length and width :
- (2) The said bridges shall be made and maintained so as to prevent as far as reasonably practicable the dripping of water therefrom :
- (3) The Company shall provide for and maintain to the reasonable satisfaction of the Corporation one lamp for the proper lighting of each of such bridges such lamp to be placed in such

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position and to be lighted and kept burning at the cost of the Company during such hours as the corporation may require :

- (4) If the corporation shall for the purpose of allowing electric tramcars to pass under the existing bridge over Upwell Street at any time lower the surface of that street the Company shall at their own expense underpin the said bridge so far as may be necessary or consequent on the lowering by the corporation of the surface of the said street :
- (5) If in the execution of the works for the Sheffield widening and enlargement the Company cover in a further portion of the River Sheaf they shall maintain the full waterway of the said river with a headway not less than the height of the arching under the existing station and premises and before commencing any such covering in the Company shall submit to the city surveyor cross sections of such work and such work shall not be commenced by the Company until such cross sections are approved by the said surveyor Provided that if within twenty-eight days he shall not have expressed his disapproval of the proposed work he shall be deemed to have approved the same :
- (6) The corporation may lay down and maintain a tramway in the new or diverted street in the place of Tramway No. 6 authorised by the Sheffield Corporation (Streets and Tramways) Act 1897 and such new or diverted street shall have a minimum width of sixty feet from its commencement at the foot of Howard Street to the bridge over the River Sheaf at the north end of the property numbered 85 on the deposited plans :
- (7) If by reason of the execution of any of the powers of this Act any additional sewers or drains water mains or pipes or electric wires or any additional apparatus shall become necessary the same shall be constructed and laid down by the corporation at the expense of the Company :
- (8) If any interference with the road surface sewers water mains pipes or electric wires beneath any road or street shall be necessary the corporation shall reinstate the surface of the road or street and such sewers water mains pipes and electric wires at the expense of the Company :
- (9) Such of the provisions of sections 18 to 23 inclusive of the Railways Clauses Consolidation Act 1845 as are applicable shall so far as the same are not inconsistent with or varied by the provisions herein-before in this section contained and subject thereto apply to the water mains and pipes and electric wires of the corporation and whenever in those sections the word "company" or "society" is used the same shall for the

purposes of such application be held to extend to and include the corporation : A.D. 1898.

- (10) If any difference arise between the corporation and the Company touching this section or anything arising thereunder such difference shall be settled by an engineer to be agreed upon between the parties or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application in writing of either of the parties in difference.

**22.** For the protection of the urban district council of Wigston Magna (in this section referred to as "the council") the following provisions shall have effect unless otherwise agreed on in writing between the council and the Company (that is to say):— For protection of Wigston Magna Urban Council.

- (1) Notwithstanding anything shown on the deposited plans or described in the deposited books of reference or contained in this Act the Company shall not enter upon take or use otherwise than by agreement any greater quantity of the property numbered on the deposited plans 33 in the said urban district of Wigston Magna than a strip parallel with the railway and containing in the whole not more than one thousand eight hundred square yards :
- (2) If the Company interfere with any tanks pipes or carriers or with the sewage outfall of the council the Company shall at their own cost in all things provide and construct to the reasonable satisfaction of the council new tanks pipes carriers and outfall :
- (3) The Company shall make full compensation to the council for any damage or injury not provided for by the foregoing provisions of this section which they may suffer by reason of the execution of the works by this Act authorised which affect the said properties of the council :
- (4) If any difference should arise between the council and the Company touching this section or anything to be done or not to be done thereunder such difference shall be determined by an engineer to be appointed unless agreed on by the President of the Institution of Civil Engineers on the application of either of the parties in difference.

**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 roads and footpaths herein-after described with all proper works and conveniences connected therewith and may exercise the powers herein-after mentioned and may enter upon take and use such of the lands delineated on those plans and

A.D. 1898. — described in the deposited books of reference relating thereto as may be required for those purposes (that is to say):—

The Company may make the new road and footpath in the parish of Heysham in the county of Lancaster herein-after described:—

- (1) A new road commencing by a junction with Banks Lane at or near the junction therewith of Money Close Lane and terminating on the foreshore of Morecambe Bay at a point twenty-three chains or thereabouts east of the Red Nab;
- (2) A new footpath commencing by a junction with the existing footpath leading from Banks Lane to the north-east corner of the field numbered 517 on the 25-inch ordnance map of the said parish and terminating by a junction with the new road above described at or near the north-west corner of the same field:

And the Company may stop up and discontinue so much of Banks Lane as lies between the commencement of the said new road and the southern termination of Banks Lane on the foreshore near the Red Nab and so much of the said existing footpath as lies between its junction with Banks Lane and the commencement of the new footpath above described and may appropriate to the purposes of the Company the portion of the said road proposed to be stopped up:

The Company may make the two new roads wholly situate in the parish and urban district of Melton Mowbray in the county of Leicester herein-after described:—

No. 1 commencing by a junction with the public road called Burton Street leading from Melton Mowbray to Oakham at a point seven and a half chains or thereabouts measured in a northerly direction from the centre of the level crossing of the Company's railway from Syston to Peterborough over the said road at Melton Mowbray Station and terminating by a junction with the said road at a point seven and a half chains or thereabouts measured in a south-easterly direction from the centre of the said level crossing;

No. 2 commencing by a junction with the new road No. 1 lastly above described at a point two and a half chains or thereabouts in a south-easterly direction from the centre of the said level crossing and terminating by a junction with the road leading from the said road called Burton Street to Great Dalby at a point seven chains or thereabouts measured in a southerly direction from the centre of the said level crossing:

And the Company may stop up and discontinue and extinguish all rights of way over so much of the existing public roads and over the ford across the River Eye as lie between a point four chains north of the said level crossing and the terminations of the said new

roads No. 1 and No. 2 respectively and may appropriate to the purposes of the Company so much of the said existing roads as lie between the said point four chains north of the said level crossing and the River Eye. A.D. 1898.

**24.** The Company and the Leicestershire County Council and the Melton Mowbray Urban District Council or any two of them may enter into and carry into effect agreements for the construction by and at the expense of the contracting parties or any or either of them of the new roads in the urban district of Melton Mowbray by this Act authorised. Any expenses incurred by the said county council for the purposes of any such agreement shall be deemed to be expenses incurred for purposes for which they are empowered to borrow and expend moneys under the Local Government Act 1888 and any expenses incurred by the said district council for those purposes shall be deemed to be expenses incurred for purposes for which they are empowered to borrow and expend moneys under the Public Health Acts. Agreements with county and district councils as to roads at Melton Mowbray.

**25.** The Company may stop up and discontinue as a public thoroughfare and extinguish all rights of way over and may appropriate to the purposes of the Company so much of the public thoroughfare known as Swallows' Gardens as intersects and abuts upon the lands belonging to the Company fronting Royal Mint Street in the parish of Saint Mary Whitechapel in the county of London. Provided always that unless otherwise agreed between the London County Council and the Board of Works for the Whitechapel District and the Company the said thoroughfare shall not be stopped up until the completion and opening of the new street authorised by the London County Council (Improvements) Act 1897. Power to stop up part of Swallows' Gardens.

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

In the west riding of the county of York—

Lands in the parish and urban district of Altofts situate on the west side of and adjoining the Company's railway from

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Derby to Leeds near their Altofts and Whitwood Station and south of and adjoining the road leading from Altofts to Whitwood :

In the county of Derby—

Lands in the urban district of Long Eaton and in the parish of Sandiacre situate on the west side of and adjoining the River Erewash near to the engine shed on the Company's Toton sidings :

In the county of Nottingham—

Lands in the parish and borough of Mansfield situate on the north-west side of and adjoining the entrance to the Company's Mansfield Station and on the east side of and adjoining Belvidere Street ;

Lands in the same parish and borough situate on both sides of and adjoining the Company's railway from Nottingham to Worksop and between Mill Lane and Woodhouse Road ;

Lands in the parish and urban district of Beeston situate on the west side of and adjoining the Company's Beeston sidings and east of and adjoining Muscosike Lane ;

Lands in the parish and urban district of Kirkby-in-Ashfield situate on the south and east sides of and adjoining the Company's sidings at Langton Colliery :

In the county of Leicester—

Lands in the parish and county borough of Leicester situate on the east side of and adjoining Samuel Street and north of and adjoining Southampton Street ;

Lands in the parish of Swannington and in the urban district of Coalville situate on the west side of and adjoining the Company's railway from Burton to Leicester and west of and adjoining Mantle Lane.

Provisions as to repair of roads &c.

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

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



due completion of such road or footpath shall be conclusive evidence of the fact so certified. A.D. 1898.

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

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

**29.** Subject to the provisions of this Act all rights of way over and along the portions of highways which may under the provisions of this Act be stopped up and discontinued and over and along any of the lands which may under those provisions be acquired by compulsion shall be and the same are as from the stopping up or discontinuance of the said portions of highways or the purchase or acquisition of the said lands hereby extinguished.

Extinguishment of rights of way &c.

**30.** The Company shall not stop up any existing road or footpath until they shall have completed to the satisfaction of two justices and opened to the public the road or footpath if any to be substituted therefor.

Roads &c. not to be stopped up until substituted work completed.

**31.** Subject to the provisions of this Act the Company and the Lancashire and Yorkshire Company or either of them with the consent of the other may enter upon take and use and appropriate for the purposes of enlarging their joint station at Colne the lands following delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say) :—

Power to Company and Lancashire and Yorkshire Company to acquire lands.

Lands in the parish and borough of Colne lying on the east side of the Company's railway from Colne to Skipton near the Colne Station thereon :

Provided that unless the Company or the Lancashire and Yorkshire Company or either of them give notice to treat within six months after the passing of this Act for the lands in the borough of Colne numbered respectively 13 29 and 30 on the deposited plans they shall not (except by agreement) be entitled to take any portions of such lands and if they or either of them give such notice to treat they shall if so required by Richard Riley or his assigns purchase the whole of his interest in the lands comprised in the two agreements dated respectively the eighth day of October one thousand eight hundred and ninety-five and the eleventh day of

A.D. 1898. June one thousand eight hundred and ninety-six and made between the said Richard Riley of the one part and John William Robinson Parker of Brownholme Hall and Carr Lodge in the county of York and of Alkincoats in the county of Lancaster and Thomas Statter as the duly authorised agent of the Right Honourable Frederick Arthur Earl of Derby and on his behalf of the other part respectively.

For protec-  
tion of  
Alkincoats  
Estate Colne.

**32.** For the protection of John William Robinson Parker and his trustees and other the person or persons for the time being the owners of the Alkincoats Estate Colne in the county of Lancaster (in this section called "the owner") the following provisions shall notwithstanding anything in this Act contained unless otherwise agreed between the owner and the Company and the Lancashire and Yorkshire Company (in this section referred to as "the Two Companies") have effect (that is to say):—

- (1) Before the Two Companies or either of them take or interfere with in any manner any portion of the Alkincoats Road numbered on the deposited plans 32 in the parish and borough of Colne the Two Companies shall at their own cost construct a new road (in this section referred to as "the new road") instead of the portion of the Alkincoats Road which the Two Companies propose to take or interfere with :
- (2) The new road shall be constructed from the Midland Railway along the site of the proposed road known as Brownholme Street and thence to Rigby Street either as shown upon the plan signed by Lord Rookwood the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred or alternatively at the eastern end of the owner's estate so as to give a straight road from the proposed road known as Brownholme Street to Rigby Street opposite to the junction of Lord Street :
- (3) The owner shall give up to the Companies free of charge so much of the site of Brownholme Street as belongs to him and will be required for the new road as above defined and for continuing the same in a direct line to the Midland Railway and the owner shall be entitled to frontage rights to Brownholme Street :
- (4) The new road shall be constructed of a clear width of not less than forty-two feet throughout with all necessary sewers and such road shall be formed with carriage road and footways properly metalled flagged paved and drained in accordance with the byelaws of the Corporation of Colne and to the reasonable satisfaction of the owner who and whose lessees and

tenants shall have at all times the free user of the new road and sewers : A.D. 1898.

- (5) The Two Companies shall be solely responsible for the construction maintenance and repair of the new road and sewers until the Corporation of Colne take over the new road and thereupon the Two Companies shall be relieved from any further responsibility to repair and maintain the new road and sewers and the Two Companies shall indemnify the owner against any claim that may be made by the Corporation of Colne for the construction maintenance and repair of the new road and sewers :
- (6) The owner shall consent to the construction by the Two Companies of a bridge over the Midland Railway in continuation of Browsholme Street and to the closing of Barrowford Road for public traffic after the new road and bridge are completed :
- (7) Subject to the provisions of this section the Two Companies shall purchase the freehold interest of the owner in all his lands south of Browsholme Street as if they were included within the limits of land to be purchased as shown on the deposited plans :
- (8) The Two Companies shall give up and release to the owner without payment any water rights which they may acquire by the purchase from Richard Riley of his interest in the agreement to which the owner is a party mentioned in the section of this Act the marginal note whereof is "Power to Company and Lancashire and Yorkshire Company to acquire lands" (in this section called "Riley's agreement") :
- (9) Notwithstanding anything in this Act contained the powers for the compulsory purchase of lands from the owner shall not be exercised after a period of six months from the passing of this Act :
- (10) Nothing in this Act contained shall prejudice any right of the owner to claim compensation under the provisions of the Lands Clauses Acts for damage by reason of the exercise by the Two Companies or either of them of the powers of this Act or by reason of the taking interference with or diversion of the said Alkincoats Road or any part thereof and the substitution of the new road therefor or by reason of the non-fulfilment of the covenants in Riley's agreement :
- (11) The costs charges and expenses incurred by John William Robinson Parker who is or is reputed to be tenant for life under the settlement of the Alkincoats Estate in opposing the Bill for this Act shall be a charge on and may be paid out of the

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purchase money and compensation to be paid by the Company and the Lancashire and Yorkshire Company or either of them in respect of the purchase of the lands of the owner to be purchased by them under this Act.

Power to  
Committee  
to acquire  
lands.

**33.** Subject to the provisions of this Act the Committee may enter upon take and use and appropriate for the purposes of or connected with their undertaking all or any of the lands following delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say):—

In the county of Norfolk—

Lands in the parishes of Terrington St. Clement and Tilney All Saints lying on both sides of and adjoining the railway of the Committee near to and adjoining the Terrington Station thereon;

Lands in the parish of Pensthorpe in the rural district of Walsingham lying on both sides of and adjoining the railway of the Committee and south-west of the road from Fakenham to Norwich which crosses on the level the said railway near Langor Bridge;

Lands in the parish of Sheringham lying on the south side of and adjoining the railway of the Committee and between the railway Cromer Road and Mill Lane east of and near to the Sheringham Station thereon;

Lands in the parish of Honing lying on both sides of and adjoining the railway of the Committee near to and adjoining the Honing Station thereon:

In the county of Lincoln (parts of Holland)—

Lands in the parish of Weston lying on both sides of and adjoining the railway of the Committee near to and adjoining the Weston Station thereon;

Lands in the parish of Whaplode lying on both sides of and adjoining the railway of the Committee near to and adjoining the Whaplode Station thereon.

Period for  
compulsory  
purchase of  
lands.

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

Power to  
owners to  
grant ease-  
ments &c.

**35.** 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 or to the Company and the Lancashire and Yorkshire Company or to the 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 over or affecting lands and the provisions of the said Acts with respect to lands and rentcharges as far as the same are applicable in this behalf shall extend and apply to such grants easements rights and privileges as aforesaid respectively.

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

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

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

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portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :

- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

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

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

The provisions of this section shall extend and apply to the Committee in respect of the properties described or referred to in

the Second Part of the said First Schedule as if the committee and the Second Part of the said Schedule had been referred to therein instead of the Company and the First Part of the said Schedule.

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**37.** And whereas the Thackley widening is shown on the deposited plans and sections as intended to be constructed in tunnel through or under the properties numbered on the deposited plans of that widening 30 to 113 inclusive in the parish of Idle at a depth of forty feet and upwards between the crown of the tunnel and the surface of the ground Therefore the Company may purchase and acquire an easement or right of constructing and using those railways through or under those properties without being obliged to purchase the land over such railways or any houses buildings manufactories or premises thereon respectively unless the jury or the arbitrators or their umpire to whom the question of disputed compensation shall be submitted shall determine that such right or easement cannot be acquired or used by the Company without material detriment to such properties Provided that nothing in this section contained shall apply to any of the said properties the surface of which is at a less height than forty feet above the crown of the said tunnel as the same shall be constructed Provided also that nothing in this section contained nor any dealing with any of the said properties in pursuance thereof shall relieve the Company from liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 in respect of any properties through or under which the Company may purchase or acquire an easement or right of constructing and using such tunnel.

Power to acquire easements for constructing tunnel.

**38.**—(1) The Company or the Company and the Lancashire and Yorkshire Company (in this section called “the Two Companies”) as the case may be shall not under the powers of this Act or under the powers of any former Act revived or extended by this Act purchase or acquire in any city borough or urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company or Companies exercising the said powers—

Restrictions on displacing persons of labouring class.

(A) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the respective fifteenth day of December aforesaid or for such number of persons as the Local Government Board shall after inquiry deem

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necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(b) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

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

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

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

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

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

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

(6) For the purpose of carrying out any scheme under this section the Company or the Two Companies may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and



shall apply to the purchase of lands by the Company or the Two Companies for the purposes of any scheme under this section in the same manner in all respects as if the Company or the Two Companies were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

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

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

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this subsection subject to such conditions (if any) as they may see fit.

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

(9) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10) The Company or Companies exercising the said powers shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum

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

(12) The Committee shall not under the powers of this Act purchase or acquire in any city borough or urban district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December last but have been or shall be subsequently so occupied.

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

Revival of powers and extension of time for purchase of certain lands.

**39.** The powers conferred upon the Company by the Midland Railway Act 1892 for the compulsory purchase of lands for the purposes of the Dore and Sheffield widening by that Act authorised are hereby revived and may be exercised by the Company during but not after the expiration of two years from the passing of this Act.

The time now limited by the Midland Railway Act 1896 for the compulsory purchase of lands for the purposes of the Codnor Park and Coates Park widening and the Ilkeston and Langley Mill widening authorised by the Midland Railway Act 1891 is hereby extended till the eleventh day of June one thousand nine hundred.

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The time now limited by the Midland Railway Act 1896 for the compulsory purchase of lands for the purposes of the Gloucester New Dock Branch authorised by the Midland Railway Act 1893 is hereby extended till the ninth day of June one thousand nine hundred.

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

Extending time for sale of certain superfluous lands.

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

41. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise by the creation and issue of Midland Railway two and a half per centum perpetual preference stock such sums of money as they shall think necessary not exceeding one million five 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 And the preference stock so created shall be deemed to be part of and shall rank *pari passu* with and shall confer the like privileges and shall bear the same dividend and be subject to the like restrictions as the existing Midland Railway two and a half per centum perpetual preference stock.

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

42. 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

Power to borrow.

A.D. 1898. 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.

Provisions with respect to appointment of a receiver.

**43.** 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.

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

Existing mortgages to have priority.

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

Application of moneys.

**45.** 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. A.D. 1898.

**46.** 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.

**47.** The Lancashire and Yorkshire Company and the Great Northern Railway 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. Power to Lancashire and Yorkshire and Great Northern Railway Companies to apply funds.

**48.** 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 shareholders 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. Interest not to be paid on calls paid up.

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

**50.** Nothing in this Act contained shall exempt any of the Companies upon whom powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the said Companies respectively. Provision as to general Railway Acts.

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

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## SCHEDULES referred to in the foregoing Act.

## FIRST SCHEDULE.

## PART I.

DESCRIBING PROPERTIES OF WHICH PARTS ONLY ARE REQUIRED TO BE  
TAKEN BY THE COMPANY.

No. on deposited Plans.	Parish or other Area.	Description of Property.
THACKLEY WIDENING.		
6	Urban District of Rawdon	Playground sheds water tower occupation road and gas pipes.
14	Urban District of Rawdon	Garden.
17	Urban District of Rawdon	Field and occupation road.
18	Urban District of Rawdon	Garden.
117	Urban District of Idle	Land oil tanks filter-beds water pipes and occupation road.

## WATERLOO AND STOURTON WIDENING.

18	Urban District of Rothwell	Colliery railway and works,
23	Urban District of Rothwell	Railways sidings and works telegraph posts and wires and land.
27	Urban District of Rothwell	Land railway sidings and staithes.
27a	Urban District of Rothwell	Land railway siding and chemical works.
28	Urban District of Rothwell	Field and railway sidings.
29	Urban District of Rothwell	Field railway siding and copper works.
30	Urban District of Rothwell	Field and railway siding.

No. on deposited Plans.	Parish or other Area.	Description of Property.
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## CUDWORTH AND ROYSTON WIDENING.

16	Parish of Cudworth - -	Occupation road.
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## BEIGHTON AND TREETON WIDENING.

27	Parish of Aston-cum-Aughton	Colliery railway siding and land.
28	Parish of Aston-cum-Aughton	Ironworks sidings and land.
15	Parish of Treeton - -	Colliery railway.

## BRIGHTSIDE WIDENING.

5	City and county borough of Sheffield.	Sidings and land.
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## KILBY BRIDGE AND WIGSTON WIDENING.

2	Parish of East Wigston -	Field quarry railway and occupation road.
4	Parish of East Wigston -	Field and railway.
5	Parish of East Wigston -	Field railway and garden and disused kilns.
11	Urban District of Wigston Magna.	Garden.
50	Urban District of Wigston Magna.	Public-house yard garden and outbuildings.

## NEW ROADS AT MELTON MOWBRAY.

## NEW ROAD No. 2.

9	Urban District of Melton Mowbray.	Field and carriage drive.
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No. on deposited Plans.	Parish or other Area.	Description of Property.
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## ADDITIONAL LANDS AT MANSFIELD.

12	Borough of Mansfield - -	Garden.
13	Borough of Mansfield - -	Garden.
14	Borough of Mansfield - -	Garden and tennis lawn.
15	Borough of Mansfield - -	Paddock.

## PART II.

DESCRIBING PROPERTIES OF WHICH PARTS ONLY ARE REQUIRED TO  
BE TAKEN BY THE COMMITTEE.

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

4	Parish of Honing - -	Field and dyke.
5	Parish of Honing - -	Field roadway and public footpath.

## ADDITIONAL LANDS AT WESTON.

6	Parish of Weston - -	Field.
7	Parish of Weston - -	Field pond and ditch.

## ADDITIONAL LANDS AT WHAPLODE.

4	Parish of Whaplode - -	Garden.
5	Parish of Whaplode - -	Garden.
6	Parish of Whaplode - -	Garden.
7	Parish of Whaplode - -	Garden.
8	Parish of Whaplode - -	Garden.
9	Parish of Whaplode - -	Garden.
10	Parish of Whaplode - -	Garden.



## SECOND SCHEDULE.

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## SUPERFLUOUS LANDS.

Railway.	Parish.
Skipton and Ilkley Railway	Township of Skipton parish of Skipton.
	Township of Embsay-with-Eastby parish of Skipton.
	Township of Halton east parish of Skipton.
	Township of Draughton parish of Skipton.
	Township of Bolton Abbey parish of Skipton.
	Township of Addingham parish of Addingham.
Barrow Hill Curve	Parish of Ilkley.
	Township and parish of Staveley.
Holwell Branch	Parish of Asfordby.
	Township of Welby parish of Melton Mowbray.
	Township of Ab Kettleby parish of Ab Kettleby.
	Township of Holwell parish of Ab Kettleby.
Tibshelf Curve	Township of Tibshelf parish of Tibshelf.

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