# CHAPTER ccxlvi.

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An Act to authorise the Hull Barnsley and West Riding Junction Railway and Dock Company to make and maintain new railways and a new dock and other works and to raise further money and for other purposes.

[18th August 1882.]

WHEREAS by the Hull Barnsley and West Riding Junction Railway and Dock Act 1880 (in this Act called "the Act of 1880") the Hull Barnsley and West Riding Junction Railway and Dock Company (in this Act called "the Company") were incorporated for the purpose of making and maintaining (amongst other things) railways in the west riding of the county of York and thence to Hull with a dock and other works in connexion therewith at Hull with a share capital of three million pounds and with power to borrow not exceeding one million pounds: 43 & 44 Vict. c. cxcix.

And whereas the Company are proceeding with the construction of the works authorised by the Act of 1880 and it is anticipated that the same will be completed and ready to be opened for traffic before the first day of January 1885:

And whereas the railways and new road by this Act authorised would be of public and local advantage and it is expedient that the Company be authorised to construct the same and when the new road is constructed to stop up part of a public road which will thereby be rendered unnecessary:

And whereas dock accommodation is required for the fish trade of the port of Hull and it is expedient that the Company should be authorised to construct the dock herein-after described for affording such accommodation and in connexion therewith to execute other works shown on the plans and sections herein-after referred to:

And whereas it is expedient that the Company be authorised to acquire additional lands for timber yards timber ponds railway sidings and other purposes:

And whereas certain of the lands which the Company may acquire under the powers of this Act on the bed shores and bank of the

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River Humber are extra parochial and it is expedient that such lands when acquired by the Company be annexed to and declared to form part of the adjoining townships and parishes:

And whereas the construction of the Railway No. 1b authorised by the Act of 1880 will be rendered unnecessary by the construction of the railways by this Act authorised and it is expedient that the Company be authorised to abandon the said Railway No. 1b:

And whereas it is expedient that for the purposes of this Act and for the general purposes of their undertaking the Company be authorised to raise further capital:

And whereas the Company have not created or issued any debenture stock:

And whereas it is expedient that the Company and the other companies and the corporations herein-after in that behalf mentioned be empowered to enter into and carry into effect agreements as herein-after provided:

And whereas plans and sections showing the line and levels of the railways dock and other works authorised by this Act and also books of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the respective clerks of the peace for the east and west ridings of the county of York and for the town and county of the town of Kingston-upon-Hull and are herein-after respectively referred to as the deposited plans sections and books of reference:

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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 as the Hull Barnsley and West Riding Junction Railway and Dock (New Works) Act 1882.

Incorporation of Acts. 8 & 9 Vict. c. 16.

**2.** The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):

The distribution of the capital of the Company into shares:

The transfer or transmission of shares:

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

The forfeiture of shares for nonpayment of calls:

The remedies of creditors of the Company against the shareholders:

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

The conversion of the borrowed money into capital:

The consolidation of the shares into stock:

The making of dividends:

The giving of notices: and

The provision to be made for affording access to the special Act by all parties interested and Part I. (relating to cancellation and surrender of shares) and Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Harbours Docks and Piers Clauses Act 1847 the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 as amended by the Regulation of Railways Act 1873:

26 & 27 Vict. c. 118
32 & 33 Vict. c. 48.
10 & 11 Vict. c. 27.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.
26 & 27 Vict. c. 92.
36 & 37 Vict. c. 48.

are (except where expressly varied by this Act) incorporated with and form part of this Act. Provided always that the provisions of the Harbours Docks and Piers Clauses Act 1847 with respect to lifeboats and with respect to keeping a tide and weather gauge shall not be in force for the purposes of this Act except so far as may from time to time be required by the Board of Trade.

Interpretation.

**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 and for the purposes of this Act the expression "the dock" means the dock by this Act authorised the expression "the Alexandra Dock" means the dock authorised by the Act of 1880 the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Power to make works.

**4.** Subject to the provisions of this Act the Company may make and maintain in the lines or situations and according to the levels respectively shown on the deposited plans and sections the railways dock and other works herein-after described and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for

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those purposes. The works herein-before referred to and authorised by this Act will be situate in the east and west ridings of the county of York and the town and county of the town of Kingston-upon-Hull and are:

(I.) NEW RAILWAYS IN THE WEST RIDING OF THE COUNTY OF YORK.

(1.) A railway (No. 1) 18 miles 2 furlongs and 6·30 chains or thereabouts in length commencing in the township of South Hiendley and parish of Felkirk by a junction with the Railway No. 1 authorised by the Act of 1880 and terminating in the township and parish of Huddersfield at a point on the south-east side of Blacker Road North at or near the junction therewith of St. John's Road:

(1A.) A railway (No. 1A) 4 furlongs and 3 chains or thereabouts in length commencing in the township of Shafton and parish of Felkirk by a junction with the Railway No. 1 authorised by the Act of 1880 and terminating in the township of Havercroft-with-Cold-Hiendley in the said parish of Felkirk by a junction with Railway No. 1 by this Act authorised at or near the bridge carrying the Midland Railway over Lund Hill Lane:

(1B.) A railway (No. 1B) 7 furlongs and 5·50 chains or thereabouts in length commencing in the township of Shafton and parish of Felkirk by a junction with the said Railway No. 1 authorised by the Act of 1880 and terminating in the township of Havercroft-with-Cold-Hiendley and parish of Felkirk by a junction with the sidings of Monckton Main Colliery:

(1C.) A railway (No. 1C) 1 mile 1 furlong and 9 chains or thereabouts in length commencing in the township of Lepton and parish of Kirkheaton and in the township and parish of Kirkburton or one of the said townships by a junction with Railway No. 1 by this Act authorised and terminating in the said township of Lepton by a junction with the Kirkburton Branch Railway of the London and North-western Railway Company:

(2.) A railway (No. 2) 5 miles 5 furlongs and 3·40 chains or thereabouts in length commencing in the township and parish of Huddersfield by a junction with Railway No. 1 by this Act authorised and terminating in the township and parish of Halifax at a point on the south side of George Street 15 yards or thereabouts east of the entrance door to the Union Bank in that street.

(3.) A railway on the deposited plans and sections distinguished as Railway (No. 4) 1 mile 1 furlong and 7·50 chains or thereabouts in length commencing in the township of Carlton and parish of Royston by a junction with the Railway No. 1 authorised by the Act of 1880 and terminating in the township of Cudworth and said parish of Royston in a field on the east side of Cudworth Station.

(4.) A railway on the deposited plans and sections distinguished as Railway (No. 4A) 1 furlong and 6 chains or thereabouts in length commencing in the township of Cudworth and parish of Royston by a junction with Railway No. 4 by this Act authorised and terminating in the township of Monk Bretton and parish of Royston by a junction with the Midland Railway.

(5.) A railway on the deposited plans and sections distinguished as Railway (No. 5) 7 furlongs and 6 chains or thereabouts in length commencing in the township and parish of South Kirkby by a junction with the Railway No. 1 authorised by the Act of 1880 and terminating in the township and parish of South Kirkby by a junction with the West Riding and Grimsby Railway of the Great Northern and Manchester Sheffield and Lincolnshire Railway Companies.

## (II.) New Road at Drax.

A public carriage road in the townships of Long Drax and Drax in the parish of Drax in the said west riding commencing at or near the north fence of Brigg Lane and terminating in an existing road immediately opposite the main southern entrance gateway to Drax Abbey.

## (III.) New Docks and Works at Hull.

(*a.*) A dock with a lock or entrance from the River Humber situate in the township of Marfleet in the parish of Marfleet in the east riding of the county of York.

(*b.*) A river wall or embankment in the township of Southcoates in the parish of Drypool in the town and county of the town of Kingston-upon-Hull and in the township and parish of Marfleet aforesaid and on the bed and shore of the River Humber (with an entrance through the same into the new dock) commencing at or near the eastern end of the river wall or embankment of the Company authorised by the Act of 1880 and extending thence eastward for the distance of about 950 yards parallel or nearly parallel to the Humber Conservancy line :

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(*c.*) A cut or canal commencing in the township of Southcoates in the parish of Drypool aforesaid in the eastern side of the Company's Alexandra Dock now in course of construction and running thence in an easterly direction 400 yards or thereabouts and terminating in the township and parish of Marfleet aforesaid:

(*d.*) A railway 5 furlongs or thereabouts in length commencing in the township of Southcoates in the parish of Drypool aforesaid at or near the northern end of the easternmost of the graving docks of the Company in course of construction (the said railway being there intended to form a junction with lines to be laid on the Company's dock quays) and terminating in the township and parish of Marfleet aforesaid at a point on the south side of the Humber bank nearly due south of the centre of the Marfleet New Inn.

(*e.*) A new drain (for diverting the Holderness drain) with a sluice or outfall commencing in the township of Southcoates in the parish of Drypool aforesaid by a junction with the said Holderness drain at or near the point at which the said drain passes under the Hedon Road and terminating at or in the River Humber as herein-after provided.

For protection of the Holderness drainage. 2 & 3 W. 4. c. l.

**5.** For the protection of the trustees (in this section called "the trustees") acting in execution of an Act passed in the second year of the reign of His late Majesty King William the Fourth intituled "An Act to alter and enlarge the powers of two Acts passed in the "fourth and sixth years of the reign of His Majesty King George "the Third for draining and improving certain low grounds and "carrs in Holderness in the east riding of the county of York" and of the two said several Acts recited in that Act and of the drainage area drains and works under the jurisdiction or control of the trustees and the lands within that area the following provisions shall have effect and shall be observed executed and performed by the Company that is to say:—

(1.) Notwithstanding anything shown upon the deposited plans the said new drain for diverting the Holderness drain shall not be extended or carried into or made to terminate in the Marfleet drain but shall from a point westward of the Marfleet drain to be agreed upon by the trustees and the Company be continued immediately southward as a separate drain independent of and unconnected with the Marfleet drain to the new sluice to be constructed as herein-after mentioned and such new drain shall in no part thereof from the point of junction with the present Holderness drain to the said new sluice be of

less width at the bottom than thirty feet and shall between the same points be made with slopes of an inclination not steeper than two horizontal to one vertical and the bottom of the said new drain shall as far as the said new sluice be made with a uniform fall throughout of not less than twenty inches in a mile from the level of the bed of the existing drain at the point of diversion :

(2.) The Company shall acquire a strip of land of not less than eighteen feet in breadth on the northern and eastern side and throughout the length of the said new drain and leave the same open for a passage along and by the said side and shall construct a sufficient arch or bridge at over or near the new sluice to afford access to such sluice :

(3.) The Company shall construct a new sluice on the course of the said new drain at or to the south of the present Humber bank and such new sluice shall be provided with two openings the clear width of each of which shall be not less than fifteen feet and with two rising doors to be so constructed as when opened not to contract the waterway and shall also be provided with two pairs of self-acting pointed gates to close against the tide of a height not less than that of the gates of the existing sluice and in case the said new sluice shall be constructed at a point south of the said Humber bank the Company shall construct from points in the said bank on either side of the said new drain to be agreed upon between the trustees and the Company to the said new sluice sufficient banks so as effectually to exclude the tidal waters of the River Humber :

(4.) The Company shall place or erect and thereafter maintain in a convenient position upon or near the bridge which carries the Hedon Road over the Holderness drain a permanent mark (herein-after called "the standard mark") to indicate a standard level of four feet six inches above the level of the sill of the rising doors of the existing sluice and another similar mark eighteen inches below such permanent mark (herein-after called "the lower mark") before they remove or interfere with the existing sluice and outfall :

(5.) The Company shall construct a proper and sufficient outfall of a width not less than the said new drain from the said new sluice to the line of low water of ordinary spring tides in the bed of the River Humber so as to convey the water discharged from the said new sluice without in anywise endangering the stability of the said new sluice and works or the Humber bank :

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(6.) The Company shall make and maintain with all necessary works a conduit of not less than five feet diameter throughout from the Holderness drain from a point twenty yards or thereabouts above the existing sluice to convey the water from such drain to the pumping engines next herein-after mentioned and the said conduit shall be at such a level as to take the water from the bottom of the said drain:

(7.) The Company shall within a distance of four hundred yards from and on the western side of the Holderness drain erect and maintain two or more pumping engines with all necessary pumps and appliances for raising the water conveyed by the said conduit to and into and for the supply of the docks and other works of the Company and such engines shall be capable of lifting and whenever the water in the Holderness drain shall rise at the said Hedon Road Bridge above the standard mark shall in addition to any quantity of water that can be discharged by the said new sluice lift water from the said drain at the rate of not less than ten million and eighty thousand cubic feet of water in twenty-four hours until the level of the water in the said drain is again reduced to the standard mark at the said bridge and whenever the level of the water in the said drain at the said bridge is between the standard mark and the lower mark the Company shall pump as much water from the said drain not exceeding ten million and eighty thousand cubic feet in twenty-four hours as the said drain will convey into the said conduit and the Company shall be at liberty to pump water from the said drain at any time when the water therein is below the lower mark:

(8.) For enabling the trustees to ascertain the quantities of water lifted by the said engines and the times at which such quantities are lifted the Company shall construct and maintain a proper and sufficient notch-weir capable of measuring not less than two hundred cubic feet of water per second and such weir shall be provided with an automatic apparatus moved by clockwork by means of which a daily register shall be kept of the quantities of water pumped by the said engines and of the times at which such quantities are pumped and another similar automatic apparatus to be fixed at or near the Hedon Road Bridge by means of which a daily register shall be kept of the height of the water in the Holderness drain and to such apparatus respectively and to the registers made thereby the trustees and their duly authorised officers shall have full and free access at all reasonable times and the facts recorded by such registers

shall be primâ facie evidence for any of the purposes of this section and such notch-weir and apparatus respectively shall be made and maintained to the reasonable satisfaction of the trustees and any difference shall be referred and determined in manner provided by subsection fourteen of this section:

(9.) The whole of the said new drain and the said new sluice gates outfall conduit pumping-engines pumps and apparatus with all necessary works connected therewith respectively shall be completed and the waters from the Holderness drain diverted into the same to such satisfaction and in such manner as is herein-after provided before the Company shall close or interfere with the present sluice and outfall or interrupt or injuriously affect the flow of the waters through and along the same or in any other manner interfere with the Holderness drain except for the purpose of making the junction therewith of the said new drain and conduit but the Company may with the consent of the trustees (which consent the trustees are hereby authorised to give) and subject to such conditions (if any) as the trustees may prescribe before the whole of the said works are completed pump water from the Holderness drain and the Company may on such completion of the said new drain sluice gates conduit pumping-engines and other works aforesaid remove stop up and discontinue the existing sluice and so much of the Holderness drain as extends southward of the point of diversion thereof and upon such stopping up discontinuance and removal the site soil and channel of the said portion of the Holderness drain so stopped up shall be by virtue of this Act vested in the Company Provided always that nothing in this section contained shall deprive the trustees of any claim or right to compensation in respect of any of their land or property (other than the portion of drain intended to be hereby vested in the Company) which shall be taken used or injuriously affected by the Company under the powers contained in this Act:

(10.) The Company shall at all times after the completion aforesaid maintain the said banks and maintain and properly regulate work cleanse and keep clear the said new drain sluice and gates and the new outfall so as at all times to afford a free flow and discharge of the waters of the Holderness drain and to prevent the influx thereinto of any water from the River Humber.

(11.) In case the Company shall at any time make default in properly maintaining regulating working cleansing and keeping

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clear the said new drain banks sluice gates and outfall the trustees after forty-eight hours notice in writing thereof to the Company may themselves perform the work as to which there shall be such default in such manner as they may think fit and recover the expense thereof with costs from the Company in any court of competent jurisdiction without prejudice to their right to sue for and recover any penalties or compensation the Company may be liable to under this section:

(12.) The said new drain and new sluice gates and outfall and the site thereof and all the lands and works connected therewith other than the said conduit and the site of the pumping works shall from and after the completion and opening of the same be vested by force of this Act and without any conveyance from the Company in the trustees and be under their jurisdiction and control in all respects subject to the obligation of the Company to maintain regulate work and cleanse the same:

(13.) If and whenever after the discontinuance of the existing sluice and outfall the water of the Holderness drain shall be at the said Hedon Road Bridge at a level higher than the standard mark the Company shall forfeit and pay to the trustees a penalty of five pounds for every hour in which they shall fail to pump water from the said drain at the rate of four hundred and twenty thousand cubic feet in an hour (unless prevented by unavoidable cause or accident or circumstances beyond their control or during necessary repairs) and every such penalty may be sued for and recovered by the trustees with costs in any court of competent jurisdiction and shall be paid to the trustees or to such person as they shall appoint to be applied to such purposes as penalties or forfeitures recoverable by the trustees are applicable by virtue of the Acts mentioned in this section. And the Company shall in addition and without prejudice to the right to such penalties as aforesaid make full compensation in money to all persons (including the trustees) for any loss damage or injury they shall respectively have sustained by reason or in consequence of any and every failure or neglect by the Company (not arising from or in consequence of unavoidable cause or accident or circumstances beyond their control or during necessary repairs) to comply with the provisions of this section and in case any difference shall arise between any such persons and the Company with respect to the amount of any loss damage or injury they shall have sustained the same shall be determined in manner pro-

vided by the Lands Clauses Consolidation Act 1845 for settling cases of disputed compensation and may be recovered with costs of action in any court of competent jurisdiction. And in addition to the right to recover such penalties and compensation as aforesaid the compliance by the Company with the provisions of this section may be enforced by and on behalf of the trustees or by any other person by injunction of Her Majesty's High Court of Justice or otherwise in such manner as the said Court shall on application think fit:

(14.) The said new drain and sluice gates banks outfall and appliances and the works connected therewith respectively shall be constructed and completed to the reasonable satisfaction of and according to plans sections and specifications to be previously submitted to the trustees or their engineer and if any difference shall at any time arise between the trustees or their engineer on the one hand and the Company or their engineer on the other hand as to the nature or position or the mode of construction or the efficiency or sufficiency of such works or any of them every such difference shall be from time to time referred to and determined at the expense of the Company by Thomas Hawkesley hydraulic engineer or him failing by a hydraulic engineer to be agreed upon by the trustees and the Company or failing agreement by a hydraulic engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the decision of such referee shall be final and binding on the parties and shall be carried into effect by the Company:

(15.) Except as herein-before expressly provided nothing contained in this Act shall extend or be construed to extend to take away lessen prejudice or alter any of the powers rights privileges or jurisdiction of the trustees but all such powers rights privileges and jurisdiction except as aforesaid shall remain and be exerciseable and enjoyed by the trustees and be as good valid and effectual as if this Act had not passed and shall subject to the provisions of this Act extend and apply to the said new drain sluice gates banks and outfall in the same manner and to the like extent as if the same were respectively parts of the original undertaking of the trustees and had been constructed by them under the powers of their said Acts:

(16.) No action or other proceeding shall be brought or prosecuted against the trustees by reason or in consequence of any act or thing done omitted or committed by the Company in accordance with or contrary to the provisions of this section.

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For protection of the corporation of Hull.

**6.** In the construction of the dock and works by this Act authorised the following provisions for the protection of the corporation of Hull shall be observed and have effect:—

(1.) The Company shall afford a supply of water to the corporation from the dock now in the course of construction and from any docks hereafter constructed by the Company for the purpose of flushing and cleansing any sewer drain or culvert belonging to the corporation and the Company shall construct on or over their lands and in connexion with their works such other works as may be necessary for affording and controlling such supply and such works shall be constructed in such situations and in such manner as will afford a sufficient and convenient discharge of water into the said sewers provided always that the corporation before taking any water from any docks of the Company shall give at least twenty-four hours notice in writing to the Company of their intention to take such water:

(2.) The Company shall not use any of the land reserved by the corporation east of the land already sold to the Company and known as the eastern reservation unless and until they shall assign and make over to the corporation a suitable site to be agreed upon for the purpose of a pumping station on the line of the outfall sewer and shall construct on such land a sufficient and commodious pumping station including all necessary sewers wells connexions foundations and building works in and for the use of such pumping station up to the surface level of the dock quays and the Company shall permit the corporation their engineers surveyors workmen and servants at all reasonable times to pass to and from the Hedon Road to the said outfall and pumping station and works and with or without horses carts and carriages:

(3.) The Company shall construct to the satisfaction of the corporation and in a situation to be approved by them a carriage road or approach thirty-five feet wide from the Hedon Road near the western extremity of the proposed works to the footpath to be constructed by them on the river face of the embankment with suitable footways on each side and sewered paved flagged and channelled by the Company who shall also continue such road or approach over the proposed canal by a proper movable bridge the full width of thirty-five feet and sufficient in all respects for the passing of carts carriages and other vehicles and such bridge shall be kept closed so as to be

available for road traffic upon all ordinary occasions and opened only for the passage of water traffic when required:

(4.) One of the landing-places authorised by section 30 (Company to provide steps on embankment) of this Act shall be constructed opposite to and in connexion with the said road and the Company shall provide an open space on such landing of at least thirty yards on each side of the line of road and thirty yards wide adjoining the footpath on the said embankment:

(5.) The Company shall not take or demand any toll or make any charge for the use of such landing-place for the landing of any passengers or their luggage thereat or thereon:

(6.) The Company shall provide and maintain a footway or footroad twelve feet wide at the least along the southern side or river front of the embankment to the eastern end of the river wall or embankment referred to in subsection (*b*) Part III. of section 4 of this Act and such footway or footroad shall be continued over the lock or entrance from the River Humber to the dock by a proper movable bridge and the said bridge shall be kept closed and available for foot traffic on all ordinary occasions and opened only for the passing of vessels when required and such footpath shall continue to the Hedon Road from the eastern extremity of the works in this Act authorised of a like uninterrupted width of 12 feet and shall be connected with the existing footpath on the Humber bank extending eastwards of the said works so as to form a continuation of the footway or footroad described in clause 15 of the agreement of the 15th day of December 1879:

(7.) Any bridge which may be constructed over the new drain for diverting the Holderness drain for connecting the said footway or footroad with the Hedon Road shall be constructed in such a manner as not to interfere with the said new drain or the flow of the water in the same or to obstruct free passage along the strip of land to be provided by the Company along the northern and eastern side of the said new drain:

(8.) The Company may stop up and discontinue the footpath now running along the Humber bank from the point at which that bank joins the Holderness drain to a point near where the same crosses the Marfleet drain provided that the footpath to be constructed on the river face of their works shall be connected with the existing footpath on the Humber bank eastward so as to form a continuous footpath along the river bank or wall:

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Limiting amount of common lands to be taken.

**7.** The Company shall not under the powers of this Act purchase or acquire for the purposes of the railways and works or other the purposes of the Company more of the lands which are waste lands adjoining roads in the township of Skircoat in the parish of Halifax than one tenth of an acre.

For the protection of Stocksmoor Common.

**8.** As regards the lands shown upon the deposited plans and described in the deposited books of reference forming part of the common or commonable lands known as Stocks Moor in the parish of Thornhill in the west riding of the county of York (herein-after referred to as "the common") Be it enacted as follows:—

(1.) In constructing the Railway No. 1 where it will cross the common the Company shall divert the centre line thereof as shown upon the plan signed by the Honourable William Henry Berkeley Portman the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred (which plan is in this section referred to as "the standard plan") and copies of which have been deposited in the Private Bill Office of the House of Commons and the Parliament Office of the House of Lords:

(2.) The Company shall purchase so much but so much only of the common as is shown on the standard plan and thereon coloured red:

(3.) The Company shall add to the common the piece of land 5 acres and 3 roods in extent shown on the standard plan and thereon coloured green and shall properly fence the same:

(4.) For the purpose of providing convenient means of access to the common the Company shall construct a bridge over the railway at the point shown on the standard plan:

(5.) The addition of the said piece of land coloured green shall be accepted instead of any pecuniary payment for purchase money compensation or otherwise in respect of all common or commonable rights in the lands coloured red as aforesaid:

(6.) The land so added to the common as aforesaid shall be subject to the same commonable rights in all respects as those to which the land coloured red on the standard plan is now subject.

Power to make subsidiary works.

**9.** The Company may from time to time make and maintain in connexion with the above-mentioned works or any or either of them all necessary and convenient viaducts rails sidings junctions turntables stations approaches roads gates warehouses sheds buildings yards quays wharves wharf walls retaining walls river walls embankments sluices jetties groynes shipping places staiths stairs stages tramways machinery graving docks gridirons cranes drops

dolphins moorings buoys beacons and other works buildings and conveniences. Provided always that except as by this Act expressly provided no such work shall project into the River Humber beyond the line of the river wall or embankment authorised by this Act.

For protection of the corporation of Huddersfield.

**10.** For the benefit and protection of the mayor aldermen and burgesses of the borough of Huddersfield (in this section referred to as "the corporation") be it enacted as follows that is to say:—

(1.) Whenever in the construction of the railways and works authorised by this Act or by reason of the exercise of the powers thereby conferred upon the Company it is found necessary to divert alter or interfere with any gas or water mains tramways sewers drains or lamp-posts belonging to the corporation every such diversion alteration or interference and all works connected therewith or incident thereto shall be executed by the corporation according to such plans and in such manner as may be reasonably prescribed or approved by them but at the sole expense in all things of the Company:

(2.) If by reason of the execution of any of the powers of the Act any increased length of main pipes sewers or drains shall become necessary within the borough of Huddersfield the same shall be provided and laid down by the corporation at the cost of the Company according to such plan and in such manner as may be reasonably approved of by the corporation:

(3.) Whenever by the appropriation or destruction of property under the powers of the Act any mains or pipes drains or sewers belonging to the corporation laid for the supply of or in connexion with such property shall be rendered useless or unnecessary the Company shall pay the corporation the cost of laying an equivalent length of mains or pipes drains or sewers and such cost shall be estimated and certified in writing by the borough surveyor (whose certificate shall be final) and the mains or pipes and materials of drains and sewers so rendered unnecessary shall become the property of the Company and may be removed by them:

(4.) If any interruption whatsoever in the supply of water or gas by the corporation shall be in any way occasioned by the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall pay and make compensation to the corporation for all expenses loss or damage sustained by the corporation through loss of water or gas or interference with the corporation in the performance of their obligations

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as to water or gas and indemnify them against all damages penalties and costs which may arise directly or indirectly from any such interruption of supply:

(5.) In all cases in which any street or road is diverted crossed or interfered with by the Company they shall cause as little interference as is practicable with the traffic of such street and shall in each such street provide and keep clear a sufficient space to admit of access to the houses and other places therein and of the passage therealong of foot passengers and of one or two lines of carriage traffic as the corporation may as regards each street or road or any part of any street or road from time to time require and if at any time the Company fail to provide and keep clear such spaces the corporation may at the expense in all respects of the Company provide and keep clear the same:

(6.) The Company shall effectually screen off the parts of each street which shall be stopped up or interfered with to the reasonable satisfaction of the borough surveyor by means of a hoarding of such height and character as the corporation may reasonably approve and the Company shall not affix or permit to be affixed thereon any bills placards or advertisements on any screen or hoarding to be erected by them without the previous consent of the corporation under the hand of the town clerk:

(7.) If any dirt or materials be conveyed to or from the Company's works across or along any footpath or street such footpath and street and especially the crossings for foot passengers shall be cleared from dropped earth and dirt and swept and kept clean by or at the expense of the Company daily or oftener as the borough surveyor may reasonably require and in default thereof the corporation may cause the same to be swept and kept clean and recover the cost thereof from the Company in any court of competent jurisdiction:

(8.) Where by reason of the execution of any of the powers of the Act the surface of any street or portion of a street has been broken up or interfered with such street or portion of a street or the street substituted therefor under the powers of the Act as the case may be and so much of the surface of any other street adjoining such street as it shall be rendered necessary to alter by reason of such breaking up or interference shall be restored and relaid by the corporation at the expense of the Company with new setts flagging and edging of such quality and dimensions as the borough surveyor may reasonably approve and shall thereafter be maintained and kept in efficient

repair for twelve months to the reasonable satisfaction of the borough surveyor by or at the expense of the Company and that all old setts flagging edging and other road materials taken up from streets which have been broken up or interfered with as aforesaid shall belong to the corporation and may be taken by them accordingly :

(9.) In crossing over any public street or road in the borough such crossing may be effected by means of stone or brick arches in cases where a clear height or headway of 20 feet above the crown of the road can be left. In all cases where that headway cannot be given by an arch the crossing shall be effected by means of iron girders so as to give the greatest practicable headway. In all cases of crossing over public streets or roads the arch or girder as the case may be shall be of one span of not less than the full maximum width of such street or road between the lines of frontage thereof including the footways and when there are forecourts to buildings fronting such streets the railway shall be carried over them on girders supported on iron columns and the piers or abutments for such crossings of streets shall in all cases be set lineable with the side of the street or road and no projections or nuisance corners shall be left and every such crossing shall be constructed and maintained as watertight as possible so as to prevent the dropping of water on the roadway or footways under the same :

(10.) In crossing under any public street or road in the borough the railway shall be arched over so that the full width between the parapets shall be the maximum width of the road including footways and all public sewers interfered with shall be restored within their present lines and levels so far as practicable, and where that is not practicable such substituted lines and provision shall be adopted and carried out as the corporation shall reasonably prescribe or approve :

(11.) If and whenever the railways or any or either of them shall be constructed on viaduct the arches of such viaduct (except where situate in the immediate vicinity of a station and required to be used by the Company for station purposes) shall be left open and shall not be closed or built up without the previous consent of the corporation under the hand of the town clerk :

(12.) In crossing the Rivers Holme and Colne respectively the crossing shall be of one arch or span in each case and of the full width of waterway of the river in its highest flow and of the banks thereof respectively :

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(13.) The Company shall not exercise their powers of vertical deviation in the construction of their works so as to alter the level of any public street or road in the borough not shown and stated as intended to be altered on the deposited plans and sections or beyond the extent thereon shown and stated to be altered except with the previous consent of the corporation in each case signified under the hand of the town clerk:

(14.) In connexion with the crossing of Bankfield Road in the borough the Company shall at their own expense re-form that street and instead of the alterations of level shown on the deposited sections shall alter the level thereof so as to give a uniform gradient of 1 in 60 or thereabouts for a distance of 230 yards commencing at the junction of Bankfield Road with Manchester Road:

(15.) In connexion with the construction of the tunnel under South Street the Company shall at their own expense construct at a point as nearly midway in the tunnel as practicable a shaft or opening for the better ventilation of such tunnel and the escape of smoke and steam therefrom such shaft shall be constructed above ground at the side of South Street and so as not to obstruct that street in any way and it shall be carried up to a height of 75 feet above the highest adjoining surface of the ground and shall be of an ornamental character the design for the same being subject to the approval of the corporation. Further in connexion with the works authorised to be executed at and near Brunswick Street and New North Road in Huddersfield the back road numbered 382 on the deposited plans which forms an access for sanitary purposes to the back premises of houses if any in New North Road shall be preserved or a substituted road or access provided to the satisfaction of the corporation:

(16.) The Company shall pay to the corporation compensation for all damage occasioned to the streets of the borough during the progress of the works authorised by the Act whether such damage arise owing to the traffic occasioned by the construction of such works or by reason of the breaking up of and interference with such streets or by the extra wear and tear consequent on the increased traffic thrown on any part of a street broken up or interfered with or on other streets by the construction of such works:

(17.) All works to be executed under or in pursuance of this section whether by the corporation or the Company shall be executed at the sole cost and risk of the Company in all

respects and all such works shall be executed under the superintendence of and to the reasonable satisfaction of the borough surveyor and the reasonable costs of such superintendence shall be paid by the Company to the corporation and in the case of works executed by the corporation such costs shall be five per centum on the cost of such work to be certified by the borough surveyor in writing under his hand:

(18.) If any difference at any time hereafter arise between the Company and the corporation with respect to anything to be done or not to be done or any moneys to be paid by the Company to the corporation under this section such difference shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845:

For protection of the corporation of Halifax.

**11.** For the protection of the mayor aldermen and burgesses of the borough of Halifax in this section referred to as the corporation. Be it enacted as follows—

(1.) When used in this section the expression "the surveyor" means the surveyor for the time being of the corporation and the expression "the borough" means the municipal borough of Halifax:

(2.) Before the Company stop up or divert any road or street within the borough the Company shall provide in lieu thereof to the reasonable satisfaction of the corporation another road or street of equal convenience with the road or street so to be stopped up or diverted:

(3.) The Company shall construct the roadways over the bridges by which the following roads within the borough shall be carried over the railway of such widths between the fences thereof as they think fit not being less than the respective widths herein-after mentioned in connexion therewith respectively that is to say:—

| Name of Street. | Width between the Fences. |
|---|---|
| | feet |
| Exley Lane - - - - | 30 |
| Park Lane - - - - | 30 |
| Spring Hill Lane - - - | 30 |
| Prescott Street - - - - | 40 |
| St. John's Lane - - - | 40 |
| Trinity Road - - - - | 40 |
| Fountain Street - - - | 40 |

(4.) The Company shall construct the bridges for carrying the railway over the roads within the borough next hereafter men-

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tioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively that is to say:—

| Name of Street. | Height. | Span. |
|---|---|---|
| Backhold Lane - - | 16 ft. | 30 ft. |
| Salterhebble Hill - - | 18 ft. | 40 ft. |
| Bank House Lane - - | 16 ft. | 30 ft. |
| Chapel Lane - - - | 16 ft. | 30 ft. |
| Dudwell Lane - - - | 15 ft. | 30 ft. |
| Huddersfield Road - - | 17 ft. 6 in. | 40 ft. |
| Haigh Lane - - - | 15 ft. | 30 ft. |
| Shaw Hill - - - | 17 ft. 6 in. | 40 ft. |
| Oxford Road - - - | 15 ft. | 30 ft. |

(5.) If at any time the corporation shall by notice in writing under the hand of the town clerk for the time being require the Company to construct the same the Company shall construct a bridge over the railway of a width between the fences thereof of not less than 50 feet for the purpose of carrying over the railway a street in continuation of Prescott Street to Shaw Hill:

(6.) All such bridges shall be constructed to the reasonable satisfaction of the surveyor and such bridges and the roadways and footways over the same shall be maintained and kept in repair at the expense of the Company:

(7.) Where the railway crosses over any street or road within the borough by means of a bridge or viaduct the Company shall if so required by the corporation provide and maintain such lamps under the arch of the bridge as may be necessary to efficiently light the same:

(8.) All bridges by which the railway shall be carried over any road or street within the borough shall be constructed so as to be as water-tight as possible and the walls thereof shall be whitewashed by the Company at least twice a year:

(9.) The Company shall before interfering with the surface of any street or road within the borough give notice in writing of their intention so to do to the corporation:

(10.) Where the surface of any street or road has been interfered with or disturbed by the Company in constructing the works by this Act authorised the Company shall well and sufficiently to the reasonable satisfaction of the corporation restore the surface so interfered with or disturbed and shall keep the

same in good and sufficient repair for one year from such restoration:

(11.) The Company shall not during the construction of the works by this Act authorised impede or obstruct except so far as may be absolutely necessary the traffic along the roads or streets within the borough:

(12.) The Company shall pay to the corporation compensation for all damage occasioned to the streets of the borough during the progress of the works authorised by the Act whether such damage arise owing to the traffic occasioned by the construction of such works or by reason of the breaking up of and interference with such streets or by the extra wear and tear consequent on the increased traffic thrown on any part of a street broken up or interfered with or on other streets by the construction of such works.

(13.) Whenever it may be necessary to interrupt or interfere with any existing sewer or drain of the corporation the Company shall before interrupting or interfering with such existing sewer or drain construct to the reasonable satisfaction of the corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be interrupted or interfered with and such substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be interrupted or interfered with to the reasonable satisfaction of the corporation:

(14.) If by reason of the execution of any of the works by this Act authorised within the borough the corporation shall necessarily incur any cost in altering any existing sewer or drain the Company shall repay to the corporation such additional cost:

(15.) If by reason of the execution of any of the works by this Act authorised within the borough any increased length of sewers or drains shall become necessary the expense of constructing and laying such additional length to be certified by the surveyor shall be repaid by the Company to the corporation:

(16.) The Company shall from time to time and at all times during the construction and after the completion of the works allow the corporation and the officers and servants access to any sewer or drain vested in the corporation for the purpose of repairing the same or connecting any new sewers or drains with existing sewers and drains:

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(17.) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to any works to be executed or things to be done or powers to be exercised thereunder or as to the mode of giving effect thereto shall be determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For protection of the lessee of the SouthKirkby Colliery.

**12.** Unless the written consent of the lessee for the time being of the colliery in the parish of South Kirkby commonly called the South Kirkby Colliery shall be obtained to the contrary the junction of the said Railway No. 5 with the West Riding and Grimsby Railway which junction is on the deposited plans relating to the said Railway No. 5 shown to be at a distance of 134 yards to the north-west of the centre of the bridge carrying the said West Riding and Grimsby Railway over a road in the said parish of South Kirkby called Carr Lane shall not be nearer to the said bridge than 184 yards to the north-west of the centre of such bridge and unless such written consent shall be obtained to the contrary the Company shall not enter upon take or use or exercise any of the powers by this Act or by any of the Acts incorporated with this Act given to the Company in over or in respect of the lands which on the said deposited plans relating to the said Railway No. 5 and in the deposited books of reference as to lands in the township and parish of South Kirkby are distinguished by the several numbers 22 and 23 nor in over or in respect of that part of the land which on the said plans and books of reference is distinguished by the number 21 in the said township and parish which lies on the east side of the road drawn on the said plans as crossing the said number 21 except only such portion thereof as is within and to the north of a straight line drawn from a point on the west side of such road fifty-five yards to the south-west of the centre of the bridge carrying the said West Riding and Grimsby Railway over the said last-mentioned road to a point 5 yards south-west of a point in the southernmost rail of the said West Riding and Grimsby Railway at the said distance of 184 yards from the said bridge over Carr Lane.

For the protection of the Lancashire and Yorkshire Railway Company.

**13.** The Company in constructing Railway No. 1 and Railway No. 2 respectively shall be bound by and shall comply with the following provisions for the protection of the Lancashire and Yorkshire Railway Company unless otherwise agreed between the Company and the Lancashire and Yorkshire Railway Company in writing under their respective common seals :—

(1.) Railway No. 1 where it passes over the Woolley tunnel on the Lancashire and Yorkshire Railway Company's Barnsley

Branch Railway and Railway No. 2 where it passes over the Elland tunnel on the same company's main line of railway shall respectively be so constructed as to allow of the widening of the said tunnels respectively on either side thereof either by the alteration and enlargement of the existing tunnels or by the construction of a second tunnel alongside the same respectively as the engineer of the Lancashire and Yorkshire Railway Company may think fit and the said railways shall be so constructed over the said tunnels respectively that the said widenings may be constructed without any additional cost to the Lancashire and Yorkshire Railway Company by reason of the construction of the said Railways No. 1 and No. 2. And nothing in this Act and nothing done in the exercise of the powers of this Act shall prevent or be deemed or construed to prevent the Lancashire and Yorkshire Railway Company from so widening the said tunnels or constructing such second tunnels respectively as aforesaid when and as they think fit so to do but not so as in any way to injure or interfere with the railway of the Company or the traffic thereon :

(2.) Railway No. 2 where it passes by a viaduct over the Lancashire and Yorkshire Railway Company's North Dean Branch Railway and where it passes by a viaduct over that company's main line of railway from Sowerby Bridge to Halifax shall be so constructed and the piers or supports of each of the said viaducts shall be so placed as to admit of each of the said railways of the Lancashire and Yorkshire Railway Company being widened by the laying down of two additional lines of rails thereon :

(3.) Subsections 5, 6, 7, 8, 9, 10 and 11 of section 39 of the Act of 1880 shall extend and apply to the Railways No. 1 and No. 2 respectively and to the said viaducts and to the works and acts of the Company in relation thereto and to the said two railways respectively of the Lancashire and Yorkshire Railway Company as fully and effectually as if those subsections had been re-enacted herein with express reference to the said Railways Nos. 1 and 2 and the said viaducts and the said two railways of the Lancashire and Yorkshire Railway Company.

For protection of the London and North-western Railway Company.

**14.** The following provisions for the protection of the London and North-western Railway Company (in this section referred to as the North-western Company) shall be binding on the Company and they shall perform the same and comply therewith :—

(1.) The junction of the Railway No. 1c with the Kirkburton Branch Railway of the North-western Company shall unless

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otherwise agreed between the Company and the North-western Company be made at the point of junction as shown upon the deposited plans:

(2.) Railway No. 1 by this Act authorised where the same is intended to cross over the Kirkburton Branch Railway of the North-western Company shall be carried over the said branch railway by means of a girder bridge of one span with a clear width of not less than 38 feet on the square and a clear headway throughout of not less than 15 feet above the level of the rails on the said branch railway:

(3.) The bridge by which Railway No. 1 shall be carried over the Huddersfield Canal shall be constructed so as to carry the same over the whole of the canal and towing-path and other property of the North-western Company at the point of crossing by a single span and such bridge shall have a clear headway throughout its entire width of not less than 16 feet above the top-water or weir level of the said canal at the point of crossing:

(4.) All works affecting the lands railways canal or other property of the North-western Company shall be constructed according to plans and specifications to be previously submitted to and approved by and to the reasonable satisfaction of the principal engineer of the North-western Company. Provided always that if the said engineer shall for the space of one month neglect or refuse to approve the said plans and specifications or shall disapprove the same then according to such plans and specifications as shall be approved by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either the Company or the North-western Company:

(5.) The Company shall construct and at all times maintain the railways and works by this Act authorised so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said Kirkburton Branch Railway or the said Huddersfield Canal or the works connected with the said railway or canal respectively or the traffic thereon and if any such obstruction or interference shall arise or take place or be caused by or during the construction of the said railways or works or by the maintenance or want of maintenance thereof then the Company in addition to any other costs losses damages and expenses which they may be liable to pay under the provisions of this Act shall pay to the North-western Company the sum of 50*l.* as ascertained damages for every hour or part

of an hour during which such obstruction or interference shall continue:

(6.) The Company shall at all times maintain the bridges and other works herein-before provided for in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer of the North-western Company and if and whenever the Company fail so to do the North-western Company may make and do in and upon as well the lands and works of the Company as on their own lands and works all such works and things as they may reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in case of any difference between the Company and the North-western Company under this subsection the same shall be determined by an engineer to be appointed as herein-before provided:

(7.) The Company shall not without in every case obtaining the previous consent of the North-western Company in writing under their common seal take use enter upon or interfere with any of the lands railways works or property from time to time belonging to or in the possession or under the power of the North-western Company except only such part or parts of their said lands as it shall be absolutely necessary for the Company to enter upon or interfere with for the purpose of constructing and maintaining the works by which according to this enactment the said Railway No. 1 is to be so carried across the said Kirkburton Branch and the said Huddersfield Canal and for effecting the junction aforesaid with the Kirkburton Branch and with respect to such part or parts of the said lands as aforesaid the Company shall not purchase or take the same but the Company may purchase and take and the North-western Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same:

(8.) The Company shall bear and on demand pay to the North-western Company the expense of the employment by that company during the execution of any works affecting their railway or canal of a sufficient number of inspectors and watchmen to be appointed by that company for watching their said railway and canal and the works connected therewith respectively with reference to and during the execution of such

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intended works and for preventing so far as may be all interference obstruction danger and accidents from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise:

(9.) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise the railway or canal of the North-western Company or any of the works connected therewith 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 North-western 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 the North-western Company by reason of any of the matters or causes aforesaid the Company shall pay to that company all costs and expenses to which that company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs and expenses and compensation to be recoverable with full costs by the North-western Company from the Company in any court of competent jurisdiction:

(10.) Nothing in this Act contained shall prejudice take away diminish or interfere with any of the property rights interests powers and privileges of the North-western Company otherwise than is hereby expressly provided.

For protection of London and North-western and Lancashire and Yorkshire Railway Companies. 45 & 46 Vict. c. cxxix.

**15.** Whereas Railway No. 1 by this Act authorised is intended to be carried under the tunnel known as the Huddersfield or Springwood tunnel belonging to the London and North-western and Lancashire and Yorkshire Railway Companies and also under a proposed tunnel called the Huddersfield second tunnel which those companies are by the London and North-western Railway Act 1882 authorised to make and maintain alongside of the first-mentioned Huddersfield tunnel and it is expedient that provision should be made as herein-after contained for the protection of the said companies who are herein-after called the two companies.

Therefore the Company in constructing Railway No. 1 shall be bound by and shall comply with the following provisions for the protection of the two companies unless otherwise agreed between

them and the Company in writing under their respective common seals:

(1.) Railway No. 1 (in which expression is included all works and conveniences connected therewith) where the same is intended to be carried under the Huddersfield or Springwood tunnel and for thirty yards on each side thereof shall be constructed only in such position and according to such plans elevations sections specifications and dimensions and of such quality and strength of materials and both as regards temporary and precautionary as well as permanent works and in every other respect as shall be submitted by the Company to the engineers of the two companies and approved by them in writing under their hands before the said portion of Railway No. 1 is begun or in case of their refusal or neglect to approve the same respectively within the space of one calendar month after they shall have been submitted to them as shall be settled and determined by an engineer to be appointed at the request of any one of the said companies by the President for the time being of the Institution of Civil Engineers:

(2.) The Company shall construct Railway No. 1 where the same is intended to pass under the Huddersfield tunnel and the Huddersfield second tunnel so that the rails of the said portion of Railway No. 1 shall be at a depth of not less than eighteen feet six inches below the level of the rails in the Huddersfield tunnel at the said point of crossing and the said portion of Railway No. 1 shall be constructed at such points of crossing either by means of a double line tunnel or two single line tunnels whichever shall be required by the engineers of the two companies:

(3.) Before commencing and during the construction of the said portion of Railway No. 1 the Company shall underpin strengthen and otherwise support the Huddersfield tunnel in such manner as may be requisite and necessary for the safety of the said tunnel and of the traffic passing through the same and shall in addition and without prejudice to the liability of the Company for any damage or injury to the said tunnel which may be caused by or in consequence of their works execute any further or other works which the engineers of the two companies may from time to time consider necessary for the safety of the said tunnel and of the said traffic:

(4.) The said portion of Railway No. 1 and other works shall after commencement thereof be proceeded with with all practicable despatch and if in the opinion of the engineers of the two com-

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panies or (in case of difference) in the opinion of an engineer to be appointed as aforesaid the Company shall not be proceeding in the construction and execution of the said portion of Railway No. 1 and other works with all despatch as aforesaid it shall be lawful for the two companies without let or hindrance from the Company their contractors or servants to enter upon the land and property acquired or occupied by the Company and to do all acts and things and to take possession of and use all materials or plant necessary for the execution and completion of such temporary works or precautions as the engineers of the two companies may consider desirable or expedient for the safety of their railway property and works or for preventing or removing any obstruction or interference with the safe and convenient user or occupation thereof in as free and commodious a manner as they might have used or occupied the same if the said portion of Railway No. 1 and the said works had not been commenced or constructed and the Company shall on demand repay to the two companies all payments costs damages and expenses which they may incur become liable or be put to in or about the matters aforesaid:

(5.) If the Huddersfield second tunnel shall have been completed before the commencement of the said portion of Railway No. 1 then the foregoing provisions of this section shall extend and apply to the Huddersfield second tunnel and the works connected therewith as fully and effectually as they are by this Act made applicable to the Huddersfield tunnel and if the Huddersfield second tunnel shall not have been commenced or completed before the commencement of the said portion of Railway No. 1 the said Railway No. 1 shall be so constructed as not to prevent or interfere with the construction and completion of the Huddersfield second tunnel according to the deposited plans and sections relating thereto and so that the Huddersfield second tunnel may be constructed without any additional cost to the two companies by reason of the construction of the said Railway No. 1 and the said foregoing provisions shall as far as applicable extend and apply thereto and nothing contained in this Act or done in the exercise of the powers of this Act shall prevent or be deemed or construed to prevent the construction of the Huddersfield second tunnel as the same is authorised by the said London and North-western Railway Act 1882:

(6.) The Company shall at all times maintain the said portion of Railway No. 1 in substantial repair and good order and condi-

tion to the reasonable satisfaction in all respects of the engineers for the time being of the two companies And if and whenever the Company fail so to do the two companies may make and do in and upon as well the lands and works of the Company as on their own lands and works all such works and things as they may reasonably think requisite in that behalf And the sum from time to time certified by their engineers to be the reasonable amount of the cost incurred by them in respect thereof shall be repaid to them by the Company and in default of full repayment may be recovered with full costs by the two companies from the Company in any court of competent jurisdiction And if any difference shall arise between the Company and the two companies as to the true intent and meaning of this subsection the same shall be determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration:

(7.) The Company shall not without in every case the previous consent of the two companies in writing under their respective common seals take use enter upon or interfere with any of the lands railways or works from time to time belonging to or in their possession or under their power except only such part of their lands as it shall be absolutely necessary for the Company to enter upon or interfere with for the purpose of making and maintaining Railway No. 1 where the same is intended to pass under the Huddersfield tunnel or the Huddersfield second tunnel as aforesaid and with respect to such part of the lands of the two companies the Company shall not purchase or take the same but the Company may purchase and take and the two companies may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same:

(8.) The Company shall not in any manner in the execution of any of their works obstruct or interfere with the free uninterrupted and safe use of the railway of the two companies or any traffic thereon And if any such obstruction or interference shall arise or take place or be caused by or during the construction of the said works or by the maintenance or want of maintenance thereof then the Company in addition to any other costs losses damages and expenses which they may be liable to pay under the provisions of this Act shall pay to the two companies the sum of 50*l.* as ascertained damages for every

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hour or part of an hour during which such obstruction or interference shall continue:

(9.) The Company shall bear and on demand pay to the two companies the expense of the employment by them during the execution of the works affecting the Huddersfield tunnel or the Huddersfield second tunnel of a sufficient number of inspectors and watchmen to be appointed by the two companies for watching their railways and works with reference to and during the execution of such works 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 or persons in the employ of the Company or of their contractors with reference thereto or otherwise:

(10.) 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 persons in the employ of the Company or of their contractors or otherwise the Huddersfield tunnel or the Huddersfield second tunnel or any of the works connected therewith shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the two companies may make good the same and 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 the two companies by reason of any of the matters or causes aforesaid the Company shall pay to those companies all costs and expenses to which they may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by the two companies from the Company in any court of competent jurisdiction:

(11.) The two companies and the Company may for the purpose of giving effect to the foregoing provisions of this section agree for any variation or alteration of Railway No. 1 and the Huddersfield second tunnel or either of them or as to the manner in which the same shall be executed:

(12.) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the two companies or either of them otherwise than is herein expressly provided.

**16.** In carrying Railway No. 1 by this Act authorised across the railway of the Manchester Sheffield and Lincolnshire Railway Company (herein-after called the Sheffield Company) the following provisions shall apply to and be obligatory upon the Company :—

*For protection of the Manchester Sheffield and Lincolnshire Railway Company.*

(1.) The Company shall carry the railway under the railway of the Sheffield Company at the proposed crossing thereof according to plans and specifications to be reasonably approved by and to be executed under the superintendence and to the satisfaction of the principal engineer for the time being of the Sheffield Company and in all things at the expense of the Company Provided always that if the Sheffield Company's engineer shall for the space of one month neglect or refuse to approve the said plans and specifications or shall disapprove the same then according to such plans and specifications as shall be approved by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either company or the Sheffield Company :

(2.) The railway shall be carried under the railway of the Sheffield Company by means of a bridge or tunnel having a clear length between the parapets thereof measured at right angles of not less than 151 feet :

(3.) During the construction of the railway under the railway of the Sheffield Company the Company will bear and on demand pay to the Sheffield Company the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching their said railway with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations of the Company or from acts and defaults of the contractors or of any person or persons in their employment or otherwise :

(4.) The Company shall at all times maintain the bridge and other works by which the railway shall be so carried under the railway of the Sheffield Company in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of the Sheffield Company and if and whenever the Company fail so to do the Sheffield Company may make or do in and upon as well the lands of the Company as their own lands such repairs and the sum from time to time certified by such engineer as being the reasonable amount of such expenditure shall be repaid to the Sheffield Company by the Company and in default of payment may be recovered

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by them from the Company with full costs in any court of competent jurisdiction:

(5.) The Company and their contractors agents servants or workmen shall not in constructing or repairing the railway and works under the railway of the Sheffield Company obstruct impede or interfere with the free and uninterrupted and safe use of the railway or other works of the Sheffield Company or any traffic thereon and if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall pay to the Sheffield Company all costs and expenses to which that company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by that company from the Company in any court of competent jurisdiction:

(6.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Sheffield Company all costs losses damages and expenses which may be occasioned to that company or to any of the works or property thereof or to the traffic thereon or otherwise by reason of the execution or failure of the railway and the works in connexion therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the Sheffield Company from all claims and demands upon or against them by reason of such execution or failure and of any such act or omission:

(7.) The Company shall not in any case without the previous consent under the common seal of the Sheffield Company take use enter upon or interfere with the railway works lands or property at any time belonging to or in the possession or under the power of the Sheffield Company except only such part or parts thereof respectively as it shall be necessary for the Company to take use enter upon or interfere with for making and maintaining the bridges and other works by which the railway is under the provisions of this Act to be carried across the railway of the Sheffield Company:

(8.) With respect to the railway works lands or property of the Sheffield Company which the Company are by this Act authorised to take use enter upon or interfere with the Company shall not purchase and take the same but they may purchase and take and the Sheffield Company may and shall sell and grant accordingly an easement or right of using the same for

the purposes for which but for this enactment the Company might purchase and take the same:

(9.) If by reason of the making of the railway it shall become necessary to add to or alter the signal or signals upon the railway of the Sheffield Company the same shall be so added to or altered by that company and the reasonable expense thereof shall be repaid to them by the Company:

(10.) If any difference shall arise between the Company and the Sheffield Company as to the true intent and meaning of this enactment or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

(11.) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the Sheffield Company otherwise than is herein expressly provided.

For protection of Aire and Calder and Calder and Hebble Navigations.

**17.** Whereas Railway No. 1 is intended to be carried across the Barnsley Canal belonging to the undertakers of the navigation of the rivers of Aire and Calder in the county of York (herein-after referred to as "the undertakers") and Railway No. 2 is intended to be carried across the River Calder and across the main line of canal belonging to the Company of Proprietors of the Calder and Hebble Navigation (hereafter referred to as the company of proprietors) and across the Halifax Branch Canal of the last-mentioned navigation. And it is expedient to make the following provisions for regulating the manner and conditions in and upon which the said railways may be carried across the said canals and river. Therefore notwithstanding anything in this Act contained the following provisions shall (unless otherwise agreed with the undertakers so far as relating to the said Barnsley Canal and any land belonging to or held in lease by the undertakers and with the company of proprietors and the lessees of their undertaking for the time being so far as relating to the said main line of canal of the company of proprietors and the Halifax Branch Canal or any land belonging to the company of proprietors) have effect that is to say:—

(1.) The Company shall not interfere with or alter the line or level of the said Barnsley Canal or of the said main line of canal of the Calder and Hebble Navigation or the Halifax Branch Canal thereof or the said River Calder or of the towing-paths thereof respectively or obstruct or impede the navigation of the said canals respectively or (except as herein-after mentioned) obstruct divert intercept or diminish any of the

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waters of and in the said canals or river or any of them or any streams or runners supplying the same respectively with water or (except as herein-after mentioned) enter upon take or use for the purposes of Railway No. 1 any lands belonging to the undertakers or held on lease by them or for the purposes of Railway No. 2 any lands belonging to the company of proprietors:

(2.) Railways Nos. 1 and 2 shall be carried across the said canals respectively by means only of bridges of brick stone or iron or any of those materials combined:

(3.) In the construction of the several bridges the Company shall not deviate from the centre line of railway shown on the deposited plans as the centre of Railways Nos. 1 and 2 respectively at the points of crossing the said canals:

(4.) The bridges shall be constructed so as to cross the said canals respectively and towing-paths thereof by single spans of such dimensions as the Company think fit but not less in the case of the Barnsley Canal than sixty feet in the case of the main line of canal of the Calder and Hebble Navigation than sixty-five feet and in the case of the Halifax Branch Canal than sixty-five feet measured at right angles to the abutments of the respective bridges and subject to that limitation the several abutments shall be placed in such positions as shall be fixed by the engineer of the undertakers in the case of the bridge over the said Barnsley Canal and by the engineers of the company of proprietors and their lessees in the case of the other bridges and shall be built with perpendicular foundation walls:

(5.) No part of the soffit or underside of the arch span or girders of any of the said bridges shall be lower than fifteen feet above the ordinary top-water level of the said canals at the respective points of crossing:

(6.) The Company shall not in any manner either permanently or temporarily divert use or interfere with the said canals or river or any of them or any of the towing-paths banks or works thereof respectively save only so far as may be necessary for constructing the said bridges and the works connected therewith in the manner herein provided:

(7.) Where in the execution of any of their works the Company divert intercept or interfere with the passage of any stream of water now flowing into or along the side of the said canals and river or any of them they shall restore such stream to its original course or execute other works proper and sufficient for securing the flow of the water of such stream into the said

canals or river respectively at the same level and position as that at which it previously entered the same:

(8.) The bridges over the said canals respectively and all the works connected therewith and all temporary works during the construction thereof shall respectively be carried on and completed under the superintendence and to the reasonable satisfaction of the engineer for the time being of the undertakers so far as relating to the bridge over the said Barnsley Canal and of the company of proprietors and their lessees so far as relating to the other bridges and according to plans sections and specifications to be approved by such engineers respectively and the engineer of the Company or in the event of difference by an umpire to be appointed by them respectively or if they differ as to such appointment by an umpire to be appointed by the Board of Trade on the application of either party:

(9.) Each of the said bridges shall be completed within twelve months from the time at which the same is commenced and during construction and during any subsequent necessary repair thereof the Company shall leave open and uninterrupted a navigable waterway under each of such bridges of a width of not less than fifty feet with a navigable depth of water throughout not less than the greatest navigable depth at the time existing immediately above and below such bridges respectively and towing-paths of not less than nine feet in width which shall at all times during such construction and repair remain open for traffic without any obstruction between the same and the waterway and such waterways shall be at all times provided with proper mooring posts dolphins and leading fenders on each side of the works and shall be properly lighted with red lights every night from sunset to sunrise and immediately after the completion of each such bridge and of any repairs thereof the Company shall remove everything which could interfere with the free navigation under the same and take from and out of the bed of the canal all obstructions caused by or during or placed therein for the purposes of the execution of the works by the Company:

(10.) The Company shall maintain such bridges in good substantial repair and in the event of any of such bridges being at any time out of repair or of any obstruction being at any time caused to the canals or any of them or the towing-paths thereof or to the traffic thereon respectively by reason of any of the works of the Company or by reason of any neglect or omission on the part of the Company to remove anything causing such

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obstruction the undertakers in the case of the bridge over the said Barnsley Canal or of the obstruction occurring on that canal and the company of proprietors or their lessees in the case of the other bridges and canals may after giving the Company seven days notice of their intention so to do repair such bridge or remove such obstruction as the case may be and may recover the expense of such repair or removal from the Company with full costs of suit in any court of competent jurisdiction:

(11.) The Company shall not except by agreement take or acquire any right or interest in any of the lands belonging to the undertakers or the company of proprietors or held on lease by them respectively other than an easement for constructing and maintaining upon such lands under and subject to the conditions herein-before contained the bridges herein-before mentioned and of having using and possessing a right of way and passage by means of such bridges for their railways together with all other rights and easements necessary to the due use and enjoyment of the same.

(12.) In case during the execution of the works of the Company or of any subsequent alteration or repairs thereof or of any failure or defect therein any steam vessel boat barge or other vessel passing or intended to pass along the said canals or any of them or the horses locomotives or other tractive or propellant power moving the same shall be impeded or in case the navigable waterways or towing-paths herein-before required to be preserved during the progress of the works of the Company or the subsequent repair thereof shall at any time be contracted to a less width depth or height than as herein-before described then and in every such case the Company shall pay if such impediment or contraction occurs on the said Barnsley Canal to the undertakers and in all other cases to the company of proprietors or so long as their undertaking shall be let on lease to their lessees as and by way of liquidated damages the sum of ten pounds for every hour during which any such impediment or contraction shall continue after twelve hours notice given by the undertakers or the company of proprietors or their lessees as the case may be to the Company or their secretary of the existence of such impediment or contraction and if such impediment or contraction shall continue beyond seventy-two consecutive hours after such notice or shall have been occasioned by any wilful act or omission on the part of any person employed by the Company or their contractor then and in every

such case the Company shall pay as and by way of liquidated damages to the undertakers or the company of proprietors or their lessees as aforesaid the sum of twenty pounds for every hour during which such impediment or contraction shall continue and in case any of the said bridges shall not be completed within the time herein-before limited for the completion of the same respectively the Company shall pay as and by way of liquidated damages in the case of the bridge over the said Barnsley Canal to the undertakers and in the case of the other bridges to the company of proprietors or their lessees as aforesaid the sum of ten pounds for every day after the expiration of that period until such bridge and the works connected therewith shall be completed.

Provided that nothing herein contained shall extend to prevent the undertakers or the company of proprietors or their lessees from recovering against the Company beyond the amount of such liquidated damages or to prevent any person using the said canals or any of them from recovering against the Company any special damages that may be sustained by them or any of them or that they or any of them may be liable to pay for or by reason of any act or default of the Company and the undertakers company of proprietors and their lessees and any such person are hereby authorised to sue for and recover such liquidated and special damages with full costs of suit in any court of competent jurisdiction.

Provisions for protection of Barnsley Canal and traffic thereon and parties interested therein.

**18.** Section 44 of the Hull Barnsley and West Riding Junction Railway and Dock Act 1880 shall apply mutatis mutandis to Railway No. 1 by this Act authorised and the embankments thereof as if the said section and the provisions and powers thereof had been re-enacted in full in this Act in reference to that railway and embankments thereof.

Saving of rights of undertakers of Aire and Calder and Company of Proprietors of Calder and Hebble Navigation.

**19.** Save as by this Act authorised nothing in this Act contained shall diminish alter prejudice affect or take away any of the rights privileges powers or authorities vested in the undertakers of the navigation of the rivers of Aire and Calder or in the Company of Proprietors of the Calder and Hebble Navigation or the lessees of the last-mentioned navigation.

For protection of works of commissioners of sewers for east parts of east riding of Yorkshire.

**20.** In case the Company shall divert alter or interfere with any watercourse or outfall for water wall or other defence against water within or subject to the jurisdiction of Her Majesty's commissioners of sewers for the east parts of the east riding of the county of York the Company shall make efficient provision for the full and uninterrupted passage and discharge at all times of the waters of and from such watercourse or outfall for water and for the defence against

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water of the lowlands within the level of the said east parts and every alteration or diversion of any such watercourse or outfall for water wall or defence against water made by the Company shall be made and completed by the Company to the reasonable satisfaction of such commissioners or their surveyor for the time being with reasonable notice to the said surveyor of the intention to commence all and every the said works and of the nature thereof respectively.

Lands held by Company in district of commissioners liable to taxation &c.

**21.** The Company shall in respect of any lands and hereditaments held by them in the level of the said commissioners of sewers for the east parts of the said east riding be subject to the jurisdiction and taxation of the commissioners and the maintenance repair and cleansing of all banks walls and defences against water and of all drains ditches sewers watercourses and outfalls for water and the bridges culverts tunnels and other works connected therewith which are shall or may be within the level of such commissioners and upon the lands and works of the Company in the same manner as if the Company had been originally subject thereto by reason of tenure.

Company not to interfere with Marfleet drain.

**22.** Notwithstanding anything shown upon the deposited plans the Marfleet drain or outfall shall not be altered or interfered with by the said Company nor shall any drainage or other waters be diverted or carried therein except those which now of right have their course in or through the same drain or outfall.

Saving rights of commissioners of east parts of east riding &c.

**23.** Nothing in this Act contained shall extend or be construed to prejudice or affect the powers or authorities of Her Majesty's commissioners of sewers for the east parts of the east riding of Yorkshire but all such power shall be in full force as to the making of new watercourses and outfalls for water and defences against water.

As to property belonging to Sir H. S. Ibbetson.

**24.** The Company shall not enter upon take or use any part of the Shay Estate at Halifax belonging or reputed to belong to Sir Henry Selwin Ibbetson Baronet after the expiration of one year from the passing of this Act otherwise than by agreement and if the Company shall within the said period of one year enter upon take or use any part of that estate they shall take the whole thereof and pay compensation for the same under the provisions of the Lands Clauses Consolidation Act 1845 with respect to the purchase and taking of lands otherwise than by agreement and in that event the said Sir Henry Selwin Ibbetson shall sell the said estate to the Company accordingly.

Saving rights of the Dewsbury and

**25.** Except as in this Act expressly provided nothing in this Act contained or in any of the schedules thereto shall alter prejudice or

affect any of the rights title estate or interest jurisdiction power franchise or royalty which the Dewsbury and Heckmondwike Waterworks Board hold or have acquired under the Dewsbury and Heckmondwike Waterworks Act 1876 or by or under any Act of Parliament or otherwise relating to the said board in the township of Lepton and parish of Kirkheaton and in the township and parish of Kirkburton or one of the said townships or of any persons claiming through or under them or may be entitled to at the time of the passing of this Act but all such rights title estate interest jurisdiction franchises and royalties shall continue to be held used and enjoyed by the said board and their tenants as if this Act had not been passed.

Heckmondwike Waterworks Board. 39 & 40 Vict. c. clxxxv.

Limits of deviation.

**26.** In constructing the works (other than railway works) by this Act authorised the Company may deviate laterally from the lines thereof as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans and they may deviate vertically from the levels of the said works as shown on the said sections to any extent not exceeding in the case of the railways five feet upwards and five feet downwards and in the case of any other works five feet upwards and ten feet downwards. Provided that no deviation of any works authorised by this Act within the limits of deviation of which any public navigable tidal river or channel is included shall be made from the lines thereof as shown on the deposited plans even within the limits of deviation shown on such plans in such manner as to diminish the navigable space of such river or channel without the previous consent of the Board of Trade or otherwise than in such manner as is expressly authorised by the Board of Trade.

New street to be vested.

**27.** When the new road at Drax by this Act authorised is completed it shall be deemed to be a public highway and shall be vested in and shall be under the control and management of the authority in whom the control or management of public highways within the parish of Drax is or may be from time to time vested.

Stopping up of road in parish of Drax &c.

**28.** The Company may when and so soon as the new road at Drax by this Act authorised is completed stop up and discontinue for public traffic so much of the public road shown in the plans and sections deposited in November 1879 for and referred to in the Act of 1880 (which plans and sections are in this Act referred to as "the plans and sections of 1880") and on those plans numbered 39 in the parish of Drax as lies or will lie between the fences of the Railway No. 3 authorised by the Act of 1880 and thereupon the

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site and soil of the portion of a road so stopped up shall be by this Act vested in the Company freed and discharged from all rights of way or other rights in over or affecting the same.

Power to stop up a certain footpath.

**29.** The Company may stop up and discontinue the footpath now running along the Humber bank from the point at which that bank joins the Holderness drain to a point about 70 feet eastward of the point at which the Humber bank crosses the Marfleet drain.

Company to provide steps on embankment.

**30.** The Company shall provide and maintain on the face of the embankment by this Act authorised and at convenient distances from each other three proper and sufficient flights of landing steps adjoining the Humber for the convenience of persons landing thereat or embarking therefrom and such landing-places shall be free to all persons and their luggage.

Power to divert water into dock &c.

**31.** The Company may from time to time divert water from the River Humber for the purpose of supplying the dock and canal or cut by this Act authorised and any timber ponds which the Company may make upon lands which they are by this Act authorised to acquire for that purpose with water.

Power to dredge near dock.

**32.** The Company may from time to time deepen dredge and scour cleanse alter and improve the bed shores and channel of the River Humber adjoining or near to the entrance to the dock for the purpose of affording an uninterrupted means of access to the dock: Provided that the Company shall two calendar months before commencing such works deliver to the Humber Conservancy Commissioners plans defining the nature and extent of the works so proposed to be carried out and that the Company shall not in the exercise of any of the powers conferred on them by this section carry out the works thereby authorised so as to prejudicially affect the navigation or the channel or roadstead of the River Humber.

As to soil and material dredged by Company.

**33.** The Company may use and appropriate in and for the works connected with their undertaking the soil and material dredged by them from time to time. And such soil and material as they are unable to use in such works they shall either deposit above high-water mark of spring tides or shall deposit in such places and situations within the limits of the jurisdiction of the Humber Conservancy Commissioners as the commissioners shall from time to time direct or if the commissioners shall so require the same shall be carried out to sea.

Extension of certain provisions of Act of 1880.

**34.** Sections 54 to 58 (both inclusive) of the Act of 1880 shall extend and apply to the works below high-water mark by this Act

authorised and to the Company in respect thereto in as full and complete a manner as if the said sections had been re-enacted in this Act with reference to the said works by this Act authorised.

Power to carry authorised railways across certain roads on the level.

**35.** Notwithstanding anything contained in the Act of 1880 or in the plans and sections of 1880 but subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company in the construction of the Railways Number 2 and Number 3 authorised by the Act of 1880 may carry the same with a single line only whilst the railways constituting the respective work shall consist of a single line and afterwards with a double line only across and on the level of the roads next herein-after mentioned (that is to say):

| Number on Plans of 1880. | Parish. | Description of Road. |
|---|---|---|
| | | |
| | Railway No. 2 authorised by the Act of 1880. | |
| 5 | Womersley - - | Public carriage road. |
| | Railway No. 3 authorised by the Act of 1880. | |
| 47 | Snaith - - - | Public carriage road. |
| 72 | Snaith - - - | Public carriage road. |
| 128 | Howden - - - | Public carriage road. |
| 36 | Eastrington - - | Public carriage road. |
| 44 | Eastrington - - | Public carriage road. |

Inclination of roads.

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

| Number on deposited Plan. | Parish. | Description of Road. | Intended Inclination. |
|---|---|---|---|
| | | | |
| | | Railway No. 2. | |
| 203 | Halifax - | Public road - | 1 in 8. |
| 254 | Halifax - | Public road - | 1 in 18 on one side and level on the other. |
| 371 | Halifax - | Public road - | 1 in 12. |

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Width of a certain roadway.

**37.** The Company may make the roadway over the bridge by which the public road numbered on the deposited plans 203 in the parish of Halifax will be carried over Railway No. 2 by this Act authorised of such width between the fences thereof as the Company think fit not being less than the width of twelve feet.

Lands for extraordinary purposes.

**38.** The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed twenty acres.

Powers to take additional lands.

**39.** In addition to the other lands which by this Act the Company are authorised to acquire they may for the purposes hereinafter respectively stated enter upon take and use the lands hereinafter specified and respectively shown on the deposited plans and described in the deposited books of reference that is to say :

(A.) For the purposes of timber yards timber ponds and other like purposes of the Company—certain lands in the township of Southcoates and parish of Drypool and the township and parish of Marfleet and on the bed banks and shore of the River Humber bounded as follows (*a*) on or towards the west by an imaginary line drawn from the southern side of the Hedon Road at a point about 350 feet west from the centre of the bridge carrying that road over the Holderness drain and running thence in a southerly direction parallel or nearly parallel to the eastern side of the Company's Alexandra Dock as shown upon the plans of 1880 to the river wall or embankment authorised by that Act (*b*) on or towards the south by the Humber Conservancy line (*c*) on or towards the east by an imaginary line drawn northward for a distance of about 1,630 feet from the said Humber Conservancy line at a point about 1,420 feet eastward from the point of commencement as above described of the proposed river wall or embankment by this Act authorised and (*d*) on or towards the north by an imaginary line drawn from the northern end of the lastly-described imaginary line (*c*) to the imaginary line above described as forming the western boundary of the said lands at a point about 300 feet south of the Hedon Road and

(B.) For the purposes of railway sidings and any other purposes of the Company—certain lands in the said townships of Southcoates and Marfleet lying between the Hedon Road on or towards the north the Humber bank on or towards the south the Holderness drain on or towards the west the Marfleet drain on or towards the east.

Period for compulsory purchase of lands.

**40.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of the following periods—that is to say—

(A.) As regards lands required for purposes of the railways by this Act authorised and of the new road at Drax three years from the passing of this Act and—

(B.) As regards lands required for other purposes five years from the passing of this Act.

Notice to be given of taking houses of labouring classes.

**41.** The Company shall not less than eight weeks before they take in any one city town or parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers make known their intention to take the same by placards handbills or other general notice placed in public view upon or within a reasonable distance from such houses and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Power for Company to appropriate lands for the erection of dwelling-houses for the labouring classes.

**42.** The Company may from time to time if and when they think fit appropriate any lands acquired by them under the powers of this Act and which may not be required for the railways dock and other works for the purpose of the erection of dwelling-houses or buildings for persons belonging to the labouring classes whose dwellings may be required for the works by this Act authorised and before displacing any person or persons belonging to the labouring classes who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire the Company shall procure sufficient accommodation elsewhere for such person or persons unless the Company and such person or persons otherwise agree Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice.

Power to take easements &c. by agreement.

**43.** Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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Owners may be required to sell parts.

**44.** And whereas in the construction of the railways dock and other works hereby authorised it may happen that portions only of certain of the houses manufactories buildings and premises shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto. Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and persons interested in the houses manufactories buildings and premises described in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may (if such portions can in the judgment of the jury arbitrators or other authority assessing or determining the compensation under that Act be severed from such properties without material detriment thereto) be required to sell and convey to the Company the portions only of such houses manufactories buildings and premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Power to lease warehouses &c.

**45.** Notwithstanding anything contained in the Harbours Docks and Piers Clauses Act 1847 the Company may from time to time lease or grant the use or occupation of any warehouses buildings wharves yards cranes machines or other conveniences provided by them for the purposes of this Act or of the Act of 1880 for such period or periods not exceeding in any case five years at such rents and on such terms and conditions as shall be agreed between the Company and the corporations companies or persons taking the same.

Extent of provisions of Act of 1880.

**46.** The provisions of sections 90 to 93 (both inclusive) of the Act of 1880 shall extend and apply to the lands which the Company are by this Act authorised to acquire and to the Company in respect thereof in as full and complete a manner as if the said provisions had been re-enacted in this Act with reference to such lands.

Adding lands to parishes of Drypool and Marfleet.

**47.** All or any of the lands which are now extra-parochial and which the Company shall purchase or acquire as additional lands or for the purposes of or in connexion with the dock or river wall or embankment or which may be reclaimed by the construction of such dock or river wall or embankment shall thenceforth so far as regards any such lands lying to the south of the township of Southcoates in the parish of Drypool in the town and county of the

town of Kingston-upon-Hull be added to and be deemed for all purposes to form part of that township and that parish and so far as regards any of such lands lying to the south of the township of Marfleet in the parish of Marfleet in the east riding of the county of York shall be added to and be deemed for all purposes part of the last-mentioned township and parish.

Railway deposit fund not to be repaid except so far as railways opened &c.

**48.** Whereas pursuant to the standing orders of both Houses of Parliament and to an Act passed in the session of Parliament held in the 9th and 10th years of Her present Majesty chapter 20 a sum of one hundred and ten thousand eight hundred and thirty pounds sixteen shillings and tenpence Three Pounds per Centum Consolidated Bank Annuities whereof a part (herein-after referred to as "the railway deposit fund") represents five per cent. upon the amount of the estimate in respect of the railways authorised by this Act and the balance whereof (herein-after referred to as "the dock deposit fund") represents four per centum upon the amount of the estimate in respect of the works other than the railways authorised by this Act has been deposited with the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act. Be it enacted that notwithstanding anything contained in the said recited Act the railway deposit fund shall not be transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivor or survivors of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion of the railways open the railways for the conveyance of public traffic. Provided that if within such period so limited for the completion of the railways the Company open any portion of the railways for the conveyance of public traffic then on production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid and the portion of the railway deposit fund which bears to the whole of the railway deposit fund the same proportion as the length of the railways so opened bears to the entire length of the railways the Court shall on the application of the depositors order the said portion of the railway deposit fund so specified in such certificate as aforesaid to be transferred to the depositors or as the depositors shall direct and any such certificate as aforesaid of the Board of Trade shall if signed by the Secretary or by an Assistant Secretary of the said Board be sufficient evidence of the facts therein certified

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and it shall not be necessary to produce any certificate of this Act having passed anything in the recited Act to the contrary notwithstanding.

Application of deposit.

**49.** If the Company do not previously to the expiration of the period limited by this Act for the completion of the railways complete and open the same as aforesaid then and in every such case the railway deposit fund or so much thereof as shall not have been transferred to the depositors shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any portion thereof respectively or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of the railways and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court may seem fit and if no such compensation shall be payable or if a portion of the railway deposit fund shall have been found sufficient to satisfy all just claims in respect of such compensation then the railway deposit fund or such portion of the respective fund as may not be required as aforesaid shall either be forfeited to Her Majesty and shall accordingly be transferred to or for the account of Her Majesty's Exchequer in such manner as the Court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the Court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof Provided that until the railway deposit fund shall have been repaid to the depositors or shall have become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Release of dock deposit fund.

**50.** On the application of the depositors by petition in a summary way at any time after the passing of this Act the Court may and shall order that the dock deposit fund and the interest and divi-

dends thereon shall be transferred to the depositors or to any other person or persons whom the depositors may appoint in that behalf.

Period for completion of works.

**51.** If the respective works by this Act authorised are not completed within the respective periods herein-after mentioned then on the expiration of those respective periods the powers by this Act granted to the Company for making and completing the respective works or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed that is to say

(A.) As regards the railways and the new road at Drax by this Act authorised five years from the passing of this Act and

(B.) As regards the dock and other works by this Act authorised eight years from the passing of this Act.

Tolls on railways.

**52.** For the purposes of tolls rates charges and duties and for all other purposes whatsoever the railways by this Act authorised shall be deemed to be part of the railway undertaking.

Rates for dock &c.

**53.** The Company may from time to time demand and take for and in respect of such vessels as are mentioned in the Second Schedule to this Act using or entering the dock or graving docks by this Act authorised and of such fish and articles as are mentioned in the said schedule shipped or unshipped removed or delivered within the said dock or graving docks the several rates specified in the said schedule and for and in respect of all other vessels using or entering the said dock or graving docks and all other fish articles and goods and all animals shipped or unshipped removed or delivered within the said dock the Company may from time to time demand such and the same rates as they are authorised by the Act of 1880 to take for or in respect of the Alexandra Dock and the provisions of sections 112 to 128 (both inclusive) of the Act of 1880 shall apply mutatis mutandis to and in the case of the dock or graving docks by this Act authorised and to the lands buildings and works connected therewith and to the Company in respect thereof.

Power to take rates for use of timber yards &c.

**54.** The Company may for the use of any timber yards timber ponds or such like conveniences which they may provide upon any lands to be acquired by them under the powers of this Act demand and take from time to time such reasonable rates and charges as they think fit but as regards the timber ponds not exceeding the rates and charges in that respect limited by the Act of 1880.

Extension of limits of dockmaster's jurisdiction.

**55.** The limits within which the powers of the dock-master may be exercised as defined by section 137 of the Act of 1880 are hereby

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extended and shall be deemed to include the new dock and the works and premises connected therewith and the river wall or embankment and cut or canal by this Act authorised and all lands held or used in connexion therewith respectively and all lands which the Company may acquire under the powers of this Act for timber yards timber ponds and other like purposes and shall also extend to a distance of two hundred and fifty yards measured in every direction riverward from the centre (in line with the river wall) of the entrance of the new dock and a distance of 20 yards measured in every direction from the centre of any landing-places from time to time made by the Company in the face of the river wall or embankment by this Act authorised but so nevertheless that no such power shall be exercised by any dock-master over any lands exempted from the exercise of such powers by the said 137th section of the Act of 1880 unless or until such lands shall have been acquired by the Company.

Company to abandon Railway No. 1B authorised by Act of 1880.

**56.** The Company may and shall abandon and relinquish the construction of the Railway No. 1B authorised by the Act of 1880.

Compensation for damage to land by entry &c. for purposes of works abandoned.

**57.** The abandonment by the Company under the authority of this Act of the Railway No. 1B authorised by the Act of 1880 shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out the works and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which may have been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or of the Act of 1880.

Compensation to be made in respect of works abandoned.

**58.** Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided

by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Power to raise additional capital.

**59.** The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional sum or sums not exceeding in the whole two million four hundred thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively.

Shares not to be issued till one fifth paid.

**60.** The Company shall not issue any share created under the authority of this Act of less nominal amount than ten pounds nor shall any such share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

**61.** One fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Conditions of new stock and shares.

**62.** The Company may attach to any shares or stock issued under this Act such conditions with respect to voting qualifications and other things as they from time to time think fit to declare before issuing the same.

Receipt clause in case of persons not sui juris.

**63.** If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Applying sections 68 to 75 of Act of 1880 to new shares.

**64.** The provisions of sections 68 to 75 (both numbers inclusive) of the Act of 1880 shall extend and apply to and in the case of any shares to be created by the Company under the powers of this Act.

Power to borrow.

**65.** In addition to any sum or sums which the Company are authorised by the Act of 1880 to borrow they may in respect of the additional capital by this Act authorised from time to time borrow on mortgage any sums not exceeding in the whole eight hundred thousand pounds and of that sum they may borrow not exceeding in the whole one hundred thousand pounds in respect of each three hundred thousand pounds of the said additional capital but no part of any such sum of one hundred thousand pounds shall be borrowed until the whole three hundred thousand pounds of such additional capital in respect of which it is to be borrowed is issued and accepted and one half thereof is paid up and the Company have

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proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such portion of capital has been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share and the whole of the stock in such portion of capital has been paid on account thereof before or at the time of issue or acceptance thereof and the Company have proved to such justice as aforesaid before he so certifies that such shares were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Repealing provisions of former Act as to appointment of a receiver.

**66.** The provisions of the Act of 1880 for the appointment of a receiver are hereby repealed but without prejudice to any appointment made or proceedings taken before the passing of this Act.

For appointment of a receiver.

**67.** 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. 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.

Debenture stock.

**68.** The Company may create and issue debenture stock subject to the provisions of Part III of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under the Act of 1880 or this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without regard to the date of the securities or of the Acts of Parliament or resolutions by which the stock or mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Application of money.

**69.** All money raised under this Act whether by shares stock debenture stock or borrowing shall be applied only for the purposes of this Act and of the Act of 1880 to which capital is properly applicable.

Priority of principal moneys secured by existing mortgages.

**70.** The principal moneys secured by all mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages have priority over the principal moneys secured by any mortgages granted by virtue of this Act.

Priority of mortgages over other debts.

**71.** All money raised or to be raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act. Provided always that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of the Lands Clauses Consolidation Act 1845 or the Lands Clauses Consolidation Acts Amendment Act 1860 or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or pari passu with the interest on their mortgages or debenture stock nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of the Company's undertaking and works or injuriously affected by the construction thereof or by the exercise of any powers conferred on the Company.

Power to enter into agreements as to construction, &c.

**72.** The Company on the one hand and the Midland the Great Northern the Lancashire and Yorkshire and the London and North-western Railway Companies (herein-after in this section called "the four companies") or any or either of those companies on the other hand may from time to time enter into agreements with respect to all or any of the following matters (that is to say)—

The point at which the mode in which and the terms and conditions upon which any junction or junctions of the railways by this Act authorised or any of them with the railways or any of the railways of the four companies or any of them shall be made:

The alteration re-construction working use management and maintenance of any of the stations platforms sidings works and conveniences of the four companies or of any of them at or near the junctions of the railways with the railways of the four companies or any of them:

The construction use management and maintenance of new stations platforms sidings works and conveniences upon the

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railways or any of the railways of the four companies or any of them at or near such junctions.

And in the event of any difference arising between the Company and the four companies or any of them or between any of the four companies touching any of the matters aforesaid such difference shall be determined by arbitration in manner provided by the Railway Companies Arbitration Act 1859.

22 & 23 Vict. c. 59.

Classification table to be open to inspection and copies to be sold.

**73.** The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise train on the railways of the Company shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling.

Terminal charges (if any) to be specified on application.

The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railways render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railways shall be distinguished from the terminal charges if any and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified.

Penalty.

If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by section 14 of the Regulation of Railways Act 1873.

Power for the Company and the corporation of Hull to agree with respect to the construction of works.

**74.** Subject to the provisions of this Act the Company on the one hand and the mayor aldermen and burgesses of the borough of Kingston-upon-Hull (herein-after called "the corporation of Hull") on the other hand may from time to time enter into and carry into effect contracts agreements and arrangements with respect to the mode of construction of the railway dock canal river wall and works by this Act authorised in the east riding of the county of York and in the town and county of the town of Kingston-upon-Hull or any of them or any part or parts thereof respectively and the works and conveniences connected therewith and the acquisition and appropriation of lands and property for that purpose.

Power for Company and corporations of Halifax and Huddersfield to agree in respect to construction of works.

**75.** Subject to the provisions of this Act the Company on the one hand and the mayor aldermen and burgesses of the borough of Halifax and the mayor aldermen and burgesses of the borough of Huddersfield or either of them on the other hand may from time to time enter into and carry into effect contracts agreements or arrangements with respect to the mode of construction of the railways and works by this Act authorised in the west riding of the county of York or any of them or any part or parts thereof respectively and the works and conveniences connected therewith and the acquisition and appropriation of lands and property for that purpose.

Relieving Company from provisions of Article 9 of agreement scheduled to Act of 1880.

**76.** Notwithstanding anything contained in the Act of 1880 or in the agreement between the corporation of Hull of the one part and Gerard Smith and others on behalf of the Company of the other part a copy of which is scheduled to the said Act the Company shall not be bound to make and maintain so much of the river wall or embankment provided for by Article 9 of the said agreement as is therein described as to be made "along the eastern "boundary of the easternmost piece of land retained by the corpo- "ration."

Saving rights of Humber Conservancy Commissioners. 15 & 16 Vict. c. cxxx., &c.

**77.** Except as in this Act otherwise expressly provided nothing contained in this Act or in any of the schedules thereto shall prejudice or alter any of the provisions of the Humber Conservancy Acts 1852 to 1876 or any of them.

Saving title of Humber Conservancy Commissioners.

**78.** Nothing contained in this Act or in any of the schedules thereto shall prejudice or alter the title of the Humber Conservancy Commissioners in to or over any lands or foreshores held or acquired by them under the said Acts or any of them or under any lease or agreement made under the powers thereof or confirmed thereby or otherwise howsoever.

Saving for Sir Talbot Clifford Constable Bart.

**79.** Nothing in this Act contained shall in any way diminish take away alter prejudice or affect any right title estate or interest jurisdiction power franchise or royalty which Sir Frederick Augustus Talbot Clifford Constable Baronet or his successors in title or any person or persons claiming through or under Sir Thomas Aston Clifford Constable deceased may have or be entitled to at the time of the passing of this Act but all such rights title estate interest jurisdiction powers franchises and royalties shall continue to be held used and enjoyed by the said Sir Frederick Augustus Talbot Clifford Constable and his successors in title and by all persons claiming under the will of the said Sir Thomas Aston Clifford Constable deceased as fully and freely as if this Act had not been passed. Provided always that nothing in this Act contained shall

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be taken to strengthen or affect any title to foreshore or other property and that all rights and titles connected with the foreshore and other property shall remain as if this Act had not passed.

Saving for lis pendens.

**80.** No litigation as to foreshore or other property pending at the passing of this Act and no title to any such foreshore or other property shall be altered or affected by any of the provisions of this Act.

Saving rights of Crown under 29 & 30 Vict. c. 62.

**81.** Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections 20 21 and 22 of the Crown Lands Act 1866 and belonging to or exerciseable on behalf of Her Majesty her heirs and successors.

Saving rights of the Crown in the foreshore.

**82.** Save as is in this Act otherwise expressly provided nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty her heirs or successors.

Saving rights of the Crown.

**83.** Save as in this Act otherwise expressly provided nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of her Crown and under the management of the Commissioners of Her Majesty's Woods Forests and Land Revenues or either of them without the consent in writing of the same Commissioners or one of them on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby respectively authorised to give) neither shall anything in the said Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty her heirs or successors.

Interest not to be paid on calls paid up.

**84.** The Company shall not out of any money by this Act authorised to be raised pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by

him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

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

Provision for Merchant Shipping Act and general Acts. 17 & 18 Vict. c. 104.

**86.** Nothing in this Act contained shall exempt the dock or the Company from the provisions of the Merchant Shipping Act 1854 or any general Acts relating to docks or dues on shipping or on goods carried in ships now in force or which shall be passed during the present or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the dock rates or duties by this Act authorised.

Provision as to general Railway Acts.

**87.** Nothing in this Act contained shall exempt the Company from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force 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 by this Act.

Costs of Act.

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

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# The SCHEDULES referred to in the foregoing Act.

## THE FIRST SCHEDULE.

HOUSES MANUFACTORIES BUILDINGS AND PREMISES PORTIONS ONLY OF WHICH ARE REQUIRED BY THE COMPANY.

| Parish, Township, or Place. | No. on deposited Plans. |
|---|---|
| **RAILWAY No. 1.** | |
| Kirkburton - - - - | 37 |
| Kirkheaton - - - - | 28 |
| Almondbury - - - - | 32, 33 |
| Almondbury - - - - | 217, 220 |
| Huddersfield - - - - | 5 |
| Huddersfield - - - - | 10 |
| Huddersfield - - - - | 344 |
| **RAILWAY No. 2.** | |
| Halifax - - - - - | 52 |
| Halifax - - - - - | 77 |
| Halifax - - - - - | 423a, 424a, 425a. |
| **RAILWAY No. 4.** | |
| Royston - - - - - | 14, 14a, 15, 16, 17, 18, 19 |

## THE SECOND SCHEDULE.

| DOCK DUES. | | | WHARFAGE RATES. | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fishing Smacks Fishing Tugs and Steam Trawlers. | Steam Cutters. | Vessels bringing Ice and Fish from any Port or Place in Norway or Sweden. | Salmon, Halibut, Mackerel, and Lobsters in Boxes. | | | Salmon in Small Kits. | Smelts in Baskets. | | Cockles and Mussels. | Soles, Brill, Turbot and Sturgeon (loose). | Haddock, Plaice, Skate, or other Offal Fish (loose). | Cod and Ling (loose). |
| Per Ton Register. | Per Ton Register. | Per Ton Register. | Under 4 feet. | 4 feet and under 8 feet. | 8 feet and upwards. | Per Kit. | Small, per Basket. | Large, per Basket. | Per Small Bag. | Per cwt. | Per cwt. | Per Score. |
| Each Entry $1\frac{1}{2}d.$ | Each Entry $1\frac{1}{2}d.$ | Each Entry $6d.$ | Each.<br>$2d.$ Inward.<br>$1\frac{1}{3}d.$ Outward. | Each.<br>$4d.$ Inward.<br>$2\frac{2}{3}d.$ Outward | Each.<br>$6d.$ Inward.<br>$4d.$ Outward. | $1d.$ Inward.<br>$0\frac{1}{3}d.$ Outward. | $1d.$ Inward.<br>$0\frac{2}{3}.$ Outward. | $6d.$ Inward.<br>$4d.$ Outward. | $1d.$ Inward.<br>$0\frac{1}{3}d.$ Outward. | $2d.$ Inward.<br>$1d.$ Outward. | $1\frac{1}{3}d.$ Inward.<br>$0\frac{2}{3}d.$ Outward. | $3d.$ Inward.<br>$0\frac{2}{3}d.$ Outward. |
| For every vessel of the above class remaining in the dock more than 7 days, $1d.$ per register ton per day. | | For every vessel of the above class remaining in the dock more than 14 days, $1d.$ per register ton per day. | | | | | | | | | | |

### WHARFAGE RATES.

| HERRINGS. | | | DRIED OR SMOKED HERRINGS. | | | | | | OYSTERS AND SHRIMPS. | | | ICE. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Labourage. | | | | | Rent. | | | | |
| In Bulk. | Barrel. | ½ or ¼ Barrel. | Per Ton. | Landing. | Weighing. | Housing. | Delivering. | Per Ton per Week. | Per Bag or Small Basket. | Per Barrel or Large Basket. | Per Tierce or Drum. | Per Ton. |
| Per Last. | Each. | Each. | | | | | | | | | | |
| $2s.$ Inward.<br>$1s.$ Outward. | $1\frac{1}{3}d.$ Inward.<br>$0\frac{2}{3}d.$ Outward. | $\frac{3}{4}d.$ Inwards.<br>$\frac{1}{3}d.$ Outwards | $1s.6d.$ Inward.<br>$6\frac{2}{3}d.$ Outward. | Per Ton.<br>$0s.$ $10d.$ | Per Ton.<br>$0s.$ $10d.$ | Per Ton.<br>$0s.$ $10d.$ | Per Ton.<br>$0s.$ $10d.$ | $0s.$ $6d.$ | $3d.$ Inward.<br>$1\frac{1}{3}d.$ Outward. | $4d.$ Inward.<br>$2\frac{2}{3}d.$ Outward. | $8d.$ Inward.<br>$5\frac{1}{3}d.$ Outward. | $6d.$ Inward.<br>$4d.$ Outward. |

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| WHARFAGE RATES. | USE OF GRAVING DOCK. | | |
|---|---|---|---|
| SALT. | VESSELS UNDER 100 TONS. | | |
| Per Ton. | One Day. | Every additional Day or fractional part thereof. | Charge for opening Dock to admit Vessels. |
| 6*d.* inward<br>2*d.* outward | £1 10 0 | £0 15 0<br>Owner paying own labour. | 3*l.*, or if more than three vessels admitted at one time, 1*l.* each vessel. |

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