

**CHAPTER xxxiv.**

An Act to confer additional powers upon the North Eastern Railway Company for the construction of new railways and other works and the acquisition of lands and upon the Midland and North Eastern Railway Companies Committee for the acquisition of lands to provide for the transfer to the South Yorkshire Joint Line Committee of certain powers of the Hull and Barnsley Railway Company and for other purposes.

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[1st August 1908.]

WHEREAS it is expedient that the North Eastern Railway Company (in this Act called "the Company") should be empowered to make and execute the new railways and other works by this Act authorised and to maintain the existing railway hereinafter described and to acquire the lands in this Act described and that the other powers in this Act in that behalf mentioned should be conferred on the Company :

And whereas it is expedient that the Midland and North Eastern Railway Companies Committee (in this Act called "the committee") should be empowered to acquire the lands in this Act in that behalf mentioned :

And whereas it is expedient that the period now limited for the construction of Railways Nos. 9 10 11 and 12 authorised by the North Eastern Railway Act 1903 should be extended as provided by this Act :

And whereas by the Hull Barnsley and West Riding Junction Railway and Dock (South Yorkshire Extension Lines) Act 1902 (in this Act called "the Act of 1902") the Hull and Barnsley Railway Company (in this Act called "the Barnsley Company") were authorised to make and maintain certain railways in the west riding of the county of York from Thurnscoe to Dinnington :

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And whereas it is expedient that provision be made as in this Act contained for the transfer to the South Yorkshire Joint Line Committee (in this Act called "the South Yorkshire Committee") of the powers of the Barnsley Company in reference to Railway No. 4 authorised by the Act of 1902 and that the powers for the compulsory purchase of lands for and for the completion of the said railway should be extended as provided by this Act:

And whereas plans and sections showing the lines and levels of the works by this Act authorised and plans of the lands by this Act authorised to be acquired and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerks of the peace for the several counties and ridings within which the said works will be constructed and the said lands are situate which plans and sections and books of reference are in this Act respectively referred to as the deposited plans sections and books of reference:

And whereas it is expedient that provision should be made as contained in this Act for altering and amending the rules and regulations of the society formed by certain servants of the Stockton and Darlington Railway Company (the undertaking of which company has since been amalgamated with the undertaking of the Company) and which is known as the Darlington Section Superannuation Society (in this Act referred to as "the society"):

And whereas it is expedient that the Company should be empowered to raise further capital and to apply their funds for the purposes aforesaid and for the purposes of the North Eastern Railway (Steam Vessels) Act 1900 and for the general purposes of their undertaking:

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

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

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

1. This Act may be cited for all purposes as the North Eastern Railway Act 1908. A.D. 1908.
Short title.

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

The Lands Clauses Acts ;

The Railways Clauses Consolidation Act 1845 ;

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

The Companies Clauses Consolidation Act 1845 ;

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

The Harbours Docks and Piers Clauses Act 1847 except
section 82 thereof and the provisions thereof with respect
to lifeboats and with respect to keeping a tide and
weather gauge.

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

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

5. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the new railways hereinafter described with all proper stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes. Power to
Company to
make new
railways.

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The railways hereinbefore referred to and authorised by this Act are—

In the county of Durham—

A Railway (No. 1) 3 furlongs 7 chains in length in the parishes of Washington and Barmston commencing by a junction with the Company's Newcastle Leamside and Ferryhill Railway and terminating by a junction with the Company's Pontop and South Shields Railway :

A Railway (No. 2) 1 mile 2 furlongs 7 chains in length in the urban district of Southwick on Wear and the parish of Hylton being an extension and alteration of Railway No. 4a authorised by the North Eastern Railway Act 1900 commencing at a point on that railway about 130 yards south of Crown Road and terminating by a junction with the Company's Hylton Southwick and Monkwearmouth Railway :

A Railway (No. 3) 1 mile 5 furlongs 1·2 chains in length in the parish of Seaton commencing by a junction with the Company's Stockton and Hartlepool Railway and terminating by a junction with the sidings of the Central Zinc Company Limited at Seaton Snook.

Power to maintain railway at Hart.

6. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections maintain and work as part of the railways authorised by the North Eastern Railway Act 1894 the railway and works next hereinafter described as if the same had been expressly authorised by and constructed under the powers of that Act with all proper works and conveniences connected therewith and may enter upon take hold and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes.

The railway hereinbefore in this section referred to is—

A Railway (No. 6) 1 mile 2 furlongs 7 chains in length in the parish of Hart in the county of Durham commencing by a junction with the Company's Hartlepool and Seaham Harbour Railway and terminating by a junction with the Company's Hartlepool and Sunderland Railway.

Rates to be taken by Company.

7. The railways shall for the purposes of tolls rates and charges and for all other purposes whatsoever be part of the undertaking of the Company and the Company may demand receive

and take in respect thereof for the conveyance of merchandise thereon (including perishable merchandise by passenger train) the maximum rates and charges authorised by the Railway Rates and Charges No. 15 (North Eastern Railway &c.) Order Confirmation Act 1892 and for the conveyance thereon of passengers and parcels by passenger train the rates and charges authorised by the North Eastern Railway Company's Act 1854 the North Eastern and Stockton and Darlington Railways Amalgamation Act 1863 the North Eastern Railway Company's (Pelaw and other Branches) Act 1865 and the North Eastern Railway Company's (New Lines) Act 1874 :

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Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

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

Period for completion of railways.

9. If the Company fail within the period limited by this Act to complete the railways the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway in respect of which the penalty has been incurred is completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per cent. on the estimated cost of the railway in respect of which such penalty has been incurred.

Imposing penalty if railways not opened within period limited.

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854.

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

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

Application
of penalty.

10. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway in respect of which the penalty has been incurred or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of such railway and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit.

If no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

As to repair
of roads
where level
not per-
manently
altered.

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

12. The Company shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 in respect of any land acquired or used by the Company for the purposes of the railways upon which any street as defined by the Public Health Acts and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut and which shall at the time of the laying out of such street be used by the Company solely as a part of their line of railway or siding station or works and shall have no direct communication with such street and the expenses incurred by any urban authority under the powers of the said section which but for this provision the Company would be liable to pay shall be repaid to the urban authority by the owners of the premises fronting adjoining or abutting on the said street other than the Company and in such proportions as shall be settled by the surveyor of the urban authority and in the event of the Company subsequently making a communication with such street they shall notwithstanding such repayment as last aforesaid pay to the urban authority the expenses which but for the foregoing provision the Company would in the first instance have been liable to pay and the urban authority shall divide among the owners for the time being other than the Company the amount so paid by the Company to the urban authority less the cost and expenses attendant upon such division in such proportion as shall be settled by the said surveyor whose decision shall be final and conclusive. Provided that this section shall not apply to any street existing at the date of the passing of this Act.

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Railways abutting but not communicating with streets not to be chargeable with private street expenses.

13. For the protection of the Right Honourable John Earl of Eldon his heirs sequels in estate and assigns (in this section collectively and individually referred to as "the earl") the following provision shall have effect unless otherwise agreed between the Company and the earl (that is to say):—

For protection of Earl of Eldon.

Notwithstanding anything contained in this Act the Company shall not purchase or acquire from the earl any part of the lands in the parish of Seaton numbered 2 on the deposited plans of Railway No. 3 by this Act authorised or any estate easement or right of the earl in or over the same except upon terms agreed or to be agreed upon between the Company and the earl. And the Company shall not exercise any powers conferred upon them by this Act nor shall the provisions of this Act operate so as to interfere with prejudice or affect any of the rights powers benefits

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or privileges now vested in or exerciseable by the earl in relation to or over such of the said lands as are coloured pink or blue on the plan annexed to the agreement of the tenth day of December one thousand nine hundred and six scheduled to the agreement contained in the First Schedule to this Act or any part thereof. And any purchase made from the earl as aforesaid shall for all purposes be deemed to be a purchase made under and authorised by the powers contained in this Act.

Power to
make further
works.

14. Subject to the provisions of this Act the Company may make the works hereinafter described and may exercise the powers hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes and so far as the said works are shown on the deposited plans and sections the Company may make the same in the lines and in accordance with the levels shown on the said plans and sections :—

In the county of Durham—

They may in the county borough of South Shields and borough of Jarrow construct and maintain a river wall (in this Act called “the river wall”) commencing at a point near the eastern end of the existing timber river wall about 70 yards north of the Seventy Feet Entrance to Tyne Dock and terminating on the foreshore of the River Tyne at a point about 170 yards west of the junction of the River Don with the River Tyne and in connection therewith they may make in the said places a diversion and alteration of the River Don commencing at a point about 330 yards east of the St. Bede Chemical Works and terminating on the foreshore of the River Tyne at a point about 170 yards west of the junction of the said rivers and a diversion of the drain now flowing into the River Don at or near the south-east corner of the Company’s Tyne Dock commencing at a point about 300 yards from the junction of the said drain with the said river and terminating at the point of commencement of the said diversion of the said river together with all necessary and incidental works and conveniences connected with the aforesaid works or any of them ;

Provided that when making such diversion and alteration of the River Don the Company shall extend the said drain from its present outlet so as to join the River Don or the proposed diversion thereof in a line and in accordance with plans and specifications to be reasonably approved by the borough engineer of the corporation of South Shields or in case of difference to be determined by an arbitrator to be appointed failing agreement by the Board of Trade And the Company shall maintain the extension of the said drain to the reasonable satisfaction of the said borough engineer Provided that if such drain be extended as a covered drain the extension thereof shall not be less than seven feet in diameter ;

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Provided that all materials excavated or dredged under the provisions of this section and which the Company do not use in their works if deposited below high-water mark shall be deposited in such positions and under such restrictions as may be fixed by the Board of Trade :

They may stop up and discontinue and extinguish all rights of way over the level crossing over the Company's Pontop and South Shields Railway in the parish of Pelton known as the Pelton Level Crossing :

In the north riding of the county of York—

They may stop up and discontinue and extinguish all rights of way over the level crossing over the Company's Darlington and Saltburn Railway in the urban district of Redcar known as the Red Lion Level Crossing ;

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

They may in the urban district of Skelton and Brotton and in the urban district of Loftus make and maintain an alteration of their Saltburn and Whitby Railway by replacing their Kilton viaduct by an embankment and in connection therewith may divert so much of the

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footpath on the eastern side of Kilton Beck which passes under the viaduct as lies between a point measured along the footpath about 110 yards north of the viaduct and a point on the south side of the viaduct about 110 yards measured along the footpath from the point where it passes under the viaduct and may stop up so much of the existing footpath as lies between the commencement and termination of the diversion.

Charges at
river wall
Tyne Dock.

15. The river wall shall for the purposes of dues rates and charges form part of the Tyne Dock undertaking of the Company and the provisions of the Acts of Parliament relating to that undertaking shall so far as the same are applicable be applied and extended to the river wall.

Works below
high-water
mark not to
be com-
menced with-
out consent
of Board of
Trade.

16. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals. If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

Permanent
lights on
works.

17. The Company shall at the outer extremity of their works below high water exhibit and keep burning from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Corporation of Trinity House Deptford Strond shall from time to time direct.

If the Company fail to comply in any respect with the provisions of the present section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

18. The Company shall at or near the works below high-water mark hereby authorised during the whole time of the constructing altering or extending the same exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade and the Tyne Improvement Commissioners from time to time require or approve.

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Lights on
works during
construction.

If the Company fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

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

Abatement
of work
abandoned
or decayed.

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

Survey of
works by
Board of
Trade.

21. For the protection of the Tyne Improvement Commissioners (hereinafter called "the Tyne Commissioners") the following provisions shall unless otherwise agreed in writing have effect:—

For protec-
tion of Tyne
Improve-
ment Com-
missioners.

- (1) The river wall shall be constructed of sufficient strength and depth to admit of the ground immediately in front of it being removed from time to time by dredging or otherwise to a permanent depth of at least twelve feet below low water ordinary spring tides and to admit of the bed of the River Tyne at a distance of fifty feet from the face of the river wall being removed from time to time by dredging or otherwise to a permanent depth of at least twenty feet below such low water:

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- (2) Notwithstanding anything shown on the deposited plans and sections or in the deposited books of reference or in this Act contained the Company shall not construct any work of any description whatever northward or riverward of the Tyne Commissioners' Deep Water Quay or River Line referred to in subsection (3) of section 22 of the North Eastern Railway Act 1901 and notwithstanding anything as aforesaid the Company shall not without the previous written consent of the Tyne Commissioners construct any works of any description whatever whether temporary or permanent or deposit any material on the bed or foreshore of the Rivers Tyne or Don or either of them or on Jarrow Slake to the westward of the diversion of the River Don :
- (3) The Company shall in the diversion and alteration of the River Don make and for ever thereafter maintain the new channel of the River Don of a sectional area at any given distance from the new outfall of the River Don of not less than the present sectional area of the River Don at the same distance from the present outfall and the bottom of the said new channel shall be made and for ever thereafter maintained by the Company at a uniform inclination from the level of the bottom of the existing channel at the point marked A on the deposited plans at a depth of at least three feet below low water at ordinary spring tides at the said new outfall and at least at the depths shown on the deposited plans and sections :
- (4) The Company shall before diverting and stopping up the present channel of the River Don make and shall for ever thereafter maintain the said new channel thereof in the position shown on the deposited plans and sections and in accordance with the provisions herein contained :
- (5) All the operations of the Company under the powers of this Act in or about the construction maintenance or repair of or otherwise relating to the river wall and the diversion alteration and maintenance of or otherwise relating to the River Don or in or about or relating to any other works in or upon Jarrow Slake

aforesaid which may in any way affect or interfere with the Rivers Tyne and Don or either of them or the tidal area or waterway of the said rivers or either of them or any area over or in relation to which the Tyne Commissioners exercise jurisdiction (all which works are hereinafter in this section referred to as "the works") shall be carried out by the Company to the reasonable satisfaction of the Tyne Commissioners' engineer and so as in no way to obstruct impede or interfere with the free and uninterrupted use and safe navigation of the Rivers Tyne and Don or either of them except in the case of the River Don temporarily during the diversion thereof but not for a longer time than shall be actually necessary for such diversion and the Company shall allow the Tyne Commissioners' engineer or any person or persons authorised by him from time to time and at any time or times either during the execution of the works or afterwards to inspect and survey all or any of the works and shall afford him and them all reasonable facilities for so doing :

- (6) Before commencing the works or any part thereof (not being merely works of maintenance or repair) the Company shall submit to the Tyne Commissioners for their approval and deliver to the Tyne Commissioners for their use plans and sections thereof in duplicate and such works shall not be commenced unless and until the Tyne Commissioners shall have expressed their approval of such plans and sections in writing. Provided that if the Tyne Commissioners do not within one month after the receipt thereof signify their disapproval thereof they shall be deemed to have duly approved of the same. Provided further that the approval of the Tyne Commissioners shall not be unreasonably withheld and any question as to whether such approval has been unreasonably withheld shall be settled by a single arbitrator to be appointed in case of difference by the Board of Trade pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the Arbitration Act 1889 :

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(7) All responsibility in connection with the works whether of construction or maintenance or of damage caused thereby shall remain with the Company and the Tyne Commissioners shall not be liable for any damage or injury to the works caused by any of the operations of the Tyne Commissioners for the improvement of the River Tyne or arising from the navigation of any craft vessel or dredger belonging to the Tyne Commissioners unless such damage or injury shall arise from the wilful or negligent conduct of the Tyne Commissioners or their agents or servants :

(8) All materials excavated from the bed or foreshore of the Rivers Tyne or Don or either of them in connection with the construction maintenance or removal of the works or any part thereof shall be removed by and at the expense of the Company and shall not be allowed to fall or be washed into the Rivers Tyne and Don or either of them.

For protection of Hedworth Barium Company Limited.

22. For the protection of the Hedworth Barium Company Limited or other the owners for the time being of the chemical works situate on the River Don now belonging or reputed to belong to the said Company the following provisions shall apply and have effect (that is to say) :--

Notwithstanding anything contained in this Act the Company shall not obstruct impede or interfere with the free and uninterrupted use and safe navigation of the River Don except for so long only as may be absolutely necessary during the operation of admitting water into the new channel of the said river by this Act authorised to be constructed.

For protection of Smith's Dock Company Limited.

23. For the protection of Smith's Dock Company Limited the following provisions shall have affect :--

Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not under the powers of this Act acquire compulsorily from Smith's Dock Company Limited any lands belonging to them and shall not in the exercise of the powers conferred on the Company under this Act prejudicially interfere with any such lands or the access thereto.

24. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon take use and appropriate for the purpose of altering or extending their works or providing further or improved accommodation for the traffic on their railway or providing accommodation for persons of the working class who may be displaced under the powers of this Act or any other Act relating to the Company or for any other purposes connected with their undertaking all or any of the lands hereinafter described or referred to and delineated on the deposited plans and described in the deposited books of reference and may exercise the powers and execute the works hereinafter mentioned and so far as the said works are shown on the deposited plans and sections the Company may make the same in the lines and in accordance with the levels shown on the said plans and sections (that is to say):—

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Power to
Company to
purchase
additional
lands.

In the county of Durham—

Certain lands in the county borough of Gateshead situate on the south-east side of and adjoining the Company's Tanfield Branch between Team Street and Ropery Road ;

Certain lands in the county borough of Sunderland situate on the west side of and adjoining the Company's Newcastle and Sunderland Railway near Redby House Monkwearmouth ;

Certain lands in the county borough of West Hartlepool situate on the east side of Hart Road and being the property known as No. 1 Hart Road ;

Certain lands in the urban district of Bishop Auckland situate on the south side of and adjoining the Company's railway at Bishop Auckland Station ;

Certain lands in the urban district of Shildon and East Thickley situate on the north-east side of and adjoining the Company's Darlington and Shildon Railway between Spout Lane and Eden Pit and in connection therewith the Company may divert the footpath leading from Spout Lane to Eden Pit for a distance of about 370 yards in an easterly direction from its junction with Spout Lane and also for a distance of about 450 yards in an easterly direction from a point about 140 yards east of the occupation bridge over the Company's railway known as Hildyard's Bridge and may stop up so much

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of the said existing footpath as will be rendered unnecessary by the intended diversions ;

Certain lands in the borough of Stockton-on-Tees situate on the west side of and adjoining the Company's Leeds Northern Railway and abutting upon Durham Road and Lustring Beck ;

Certain lands in the parish of Cockerton and the borough of Darlington situate on both sides of and adjoining the Company's Darlington and Tebay Railway and their Stooperdale Curve and on the north side of and in part adjoining Bell Lane and on the west side of and in part adjoining the Company's Darlington and Shildon Railway ;

Certain lands in the borough of Darlington on the south-west side of and adjoining Hope Town Lane between South Street and the Railway Hotel :

In the north riding of the county of York—

Certain lands in the parish of North Otterington situate on the west side of and adjoining the Company's Leeds Northern Railway about 70 yards south of the 40½ mile post from Leeds on that railway and abutting on Boroughbridge Road ;

Certain lands in the parish of North Otterington situate on the east side of and adjoining the Boroughbridge Road opposite to the second mile post from Northallerton on that road ;

Certain lands in the borough of Thornaby-on-Tees situate on the south side of and adjoining the Company's Darlington and Saltburn Railway between Thornaby Station and the Old River ;

Certain lands in the borough of Thornaby-on-Tees situate on the north side of and adjoining the Company's Darlington and Saltburn Railway near the Thornaby ironworks signal box ;

Certain lands in the urban district of South Bank Normanby situate on the south side of and adjoining the Company's Darlington and Saltburn Railway between the Tees Brick and Tile Works and Normanby Road and in connection therewith the Company may divert in a southerly direction the footpath thereon known as Sailor's Trod between the Brick and Tile Works and

Tees Street and may stop up so much of the said existing footpath as will be rendered unnecessary by the said diversion and also in the said urban district and the urban district of Eston may stop up and discontinue and extinguish all rights of way over the level crossing over the said railway which leads from Normanby Road to the reclaimed lands ;

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

Certain lands in the urban district of Loftus situate on the north-east side of and adjoining the Company's Saltburn and Whitby Railway between Kilton Viaduct and Loftus Station ;

Certain lands in the county borough of Middlesbrough situate on the south side of and adjoining the Company's goods yard and abutting on North Road ;

Certain lands in the parish of Haxby situate on both sides of and adjoining Strensall Lane and on both sides of and adjoining the Company's York and Scarborough Railway at Haxby Station ;

Certain lands in the parish of Haxby situate on the west side of and adjoining the Company's York and Scarborough Railway about 360 yards south of Haxby Station ;

Certain lands in the parish of Staintondale situate over and on both sides of the Company's Peak Tunnel ;

Certain lands in the urban district of Redcar situate on both sides of and adjoining the Company's Darlington and Saltburn Railway and on the west side of and adjoining Church Lane :

In the west riding of the county of York—

Certain lands in the borough of Harrogate situate on the south-west side of and adjoining the Company's Leeds Northern Railway and Dragon Loop Railway between Bog's Lane and Station View ;

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Certain lands in the borough of Harrogate situate on the west side of the Company's Leeds Northern Railway between a point opposite the Company's engine shed at Starbeck and Hookstone Road ;

Certain lands in the urban district of Goole situate between the Aire and Calder Navigation Company's sidings and the Company's Hull and Doncaster Railway 450 yards west of their Goole Station ;

Certain lands in the urban district of Goole situate on the south side of and adjoining the Company's Hull and Doncaster Railway and on both sides of and adjoining the lands and malkilns in the occupation of James Milnthorpe ;

Certain lands in the parish of Kirk Hammerton situate on the north side of and adjoining the Company's York and Harrogate Railway at Hammerton Station ;

Certain lands in the parish of Towton situate on both sides of and adjoining the Company's Church Fenton and Harrogate Railway at a point about 170 yards south-east of the bridge carrying the road leading from Tadcaster to Towton over that railway :

In the east riding of the county of York—

Certain lands in the urban district of Great Driffield situate on the south-east side of and adjoining the Company's Hull and Scarborough Railway at Driffield Station ;

Certain lands in the urban district of Hornsea situate at the north end of and adjoining Hornsea Station and abutting upon New Road ;

Certain lands in the parish of Ellerker situate on the south side of and adjoining the Company's Hull and Selby Railway opposite Brough Reservoir ;

Certain lands in the parish of Ellerker situate on both sides of and adjoining the Company's Hull and Selby Railway 590 yards west of Brough Reservoir and lying between Ellerker Drain and Ellerker Foreshore ;

Certain lands in the parish of Preston situate on the south side of and adjoining the Company's Withernsea Branch at Hedon Station ;

Certain lands in the parish of Skeckling-cum-Burstwick situate to the north of and about 440 yards from the

Company's Withernsea Branch and north-west of and abutting upon the Company's Kelsey Hill gravel pits ;
Certain lands in the parish of Etton situate on the south side of and adjoining the Company's Market Weighton and Beverley Railway at and near Kiplingcotes Station ;
Certain lands in the county borough of Kingston-upon-Hull situate between Discount Court and the Humber Bank Footpath and on the east side of and adjoining the Hull Engineering Works ;
Certain lands in the county borough of Kingston-upon-Hull situate on the north-east side of and adjoining the Company's Hull and Scarborough Railway at Cottingham Junction :

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In the county borough of York--

Certain lands situate on the south side of and adjoining the Company's York and Newcastle Railway and on the north-east side of and adjoining the Company's York Goods Branch ;

Certain lands situate on the east side of and adjoining the Company's Foss Islands Goods Station and on the west side of and adjoining James Street.

25. The Company are hereby empowered to hold on lease certain lands in the parish of St. Margaret and St. John the Evangelist in the city of Westminster being Nos. 4 and 5 Cowley Street and Nos. 14 and 15 Great College Street.

Power to hold lands at Westminster on lease.

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

Power to Midland and North Eastern Railway Companies Committee to acquire lands.

In the west riding of the county of York--

Certain lands in the parishes of South Elmsall and South Kirkby situate on both sides of and adjoining Broad Lane and situate on the east side of and adjoining the railway of the committee between Whin Covert Plantation and Moorthorpe and South Kirkby Station.

27. The Company may stop up in the borough of Darlington so much of the road known as Honey Pot Lane as lies between its junction with Bell Lane and its junction with the occupation

Stopping up of Honey Pot Lane Darlington.

A.D. 1908. road leading to Rise Carr Farm and thereupon all rights of way over that portion of road shall be extinguished but such portion of road shall not be stopped up unless the Company are owners in possession of all houses and lands on both sides thereof except so far as the owners lessees and occupiers of such houses and lands may otherwise agree and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road so stopped up :

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

Stopping up roads and footpaths in case of diversion.

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

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

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

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation

shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement. A.D. 1908.

29. Any road or footpath or portion of road or footpath to be made diverted or altered under the authority of this Act (except the stone iron or other structure carrying any such road or footpath over the railway which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when made and completed be maintained by and at the expense of the body or persons liable to maintain roads or footpaths of the same nature and in the same parish and district as the road or footpath or portion of road or footpath in question. Provision as to repair of roads and footpaths.

30. Subject to the provisions of this Act all private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished. Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement. As to rights of way over lands acquired.

31. In constructing the works by this Act authorised the Company may deviate from the lines of any of the said works shown on the deposited plans thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of any of the said works (other than the railways) shown on the deposited sections thereof to any extent not exceeding two feet but not so as to increase the rate of inclination of any new or diverted road as shown on the said sections and may deviate from the levels of the railways shown on the deposited sections in accordance with the provisions of the Railways Clauses Consolidation Act 1845. Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade. Power to deviate in construction of works.

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

33. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors Power to owners to grant easements &c.

A.D. 1908. have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Extension of time for completion of railways authorised by North Eastern Railway Act 1903.

34. The period limited by the North Eastern Railway Act 1903 for the completion of Railways Nos. 9 10 11 and 12 thereby authorised is hereby extended for a period of three years from the fourteenth day of August one thousand nine hundred and eight and sections 27 and 28 of the said Act shall be read and construed as if the period limited by this Act for the completion of the said railways had been the period limited by the said Act of 1903 for the completion thereof.

If the said railways are not completed within the period limited by this Act with reference thereto then on the expiration of that period the powers of the said Act of 1903 as extended by this Act for making and completing the same shall cease except as to so much thereof as shall be then completed.

Extending time for sale of superfluous lands.

35. Notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company with which that Act is incorporated the periods within which the Company may sell and dispose of any superfluous lands shall be extended as follows (that is to say) As regards any such lands situate near to or adjoining any railway or station of the Company for the period of ten years from the passing of this Act and as regards any other such lands for the period of two years from the passing of this Act.

Transfer of Barnsley Company's Railway No. 4 to South Yorkshire Committee.

36. As from the passing of this Act all the rights and powers conferred on or vested in the Barnsley Company under or by virtue of the Act of 1902 in relation to the Railway No. 4 by that Act authorised and the benefit of all contracts entered into by the Barnsley Company in relation to the said railway are hereby transferred to and vested in the South Yorkshire Committee and all the provisions of the Act of 1902 relating to the said railway save in so far as the same are by this Act varied or repealed shall apply to the same as constructed or to be constructed by and vested in the South Yorkshire Committee as fully as if the said rights and powers had been expressly conferred upon the South Yorkshire Committee by the Act of 1902 and the said railway shall form part of the joint undertaking of the South Yorkshire Committee under the South Yorkshire

Joint Railway Act 1903 and the provisions of that Act (including the provisions relating to fares rates and charges) shall so far as applicable extend and apply to the said railway accordingly: A.D. 1908.

Provided always that none of the powers of raising money contained in the Act of 1902 shall be transferred to or vested in the South Yorkshire Committee. Provided further that the South Yorkshire Committee shall in respect of the railway the powers in relation to which are transferred to and vested in them be subject to the obligations and liabilities in relation thereto of the Barnsley Company but the junction between the said Railway No. 4 and the railway of the South Yorkshire Committee shall notwithstanding anything contained in subsection (6) of section 27 of the Act of 1902 be available for the conveyance of traffic from and to Thurcroft Colliery.

37. The time limited by the Act of 1902 as extended by the Hull and Barnsley Railway Act 1905 for the compulsory purchase of lands required for the purposes of Railway No. 4 authorised by the Act of 1902 is hereby further extended until the eighth day of August one thousand nine hundred and ten. Extension of time for purchase of lands for Barnsley Company's Railway No. 4.

38. The period limited by the Act of 1902 for the completion of Railway No. 4 by that Act authorised as extended by the Hull and Barnsley Railway Act 1905 is hereby further extended for a period of three years from the eighth day of August one thousand nine hundred and ten and sections 12 and 13 of the Act of 1902 shall be read and construed as if the period limited by this Act for the completion of the said railway had been the period limited by the Act of 1902 for the completion thereof. Extension of time for completion of Barnsley Company's Railway No. 4.

If the said railway is not completed within the period limited by this Act with reference thereto then on the expiration of that period the powers of the Act of 1902 as extended by this Act for making and completing the same shall cease except as to so much thereof as shall be then completed.

39. Nothing in this Act shall affect the rights of His Majesty's Postmaster General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across Railway No. 4 authorised by the Act of 1902 and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such railway for the purposes in the Telegraph Act 1878 specified and the Postmaster General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the said railway is Saving for Postmaster General.

A.D. 1908. — transferred to vested in or worked by the South Yorkshire Committee or any of the companies represented by the said committee as freely and fully in all respects as he was entitled to do before the passing of this Act.

Confirming agreements as to Seaton Snook Railway.

40. The agreement dated the 11th day of December 1906 and made between John Francis Fortescue Horner a Commissioner of His Majesty's Woods Forests and Land Revenues of the first part the Tees Conservancy Commissioners of the second part and the Company of the third part as set forth in the First Schedule to this Act and the agreement scheduled thereto are hereby confirmed and made binding on the Commissioners of Woods and the parties thereto respectively.

Confirming agreement as to River Ure Navigation.

41. The agreement dated the first day of June 1906 and made between Robert Charles de Grey Vyner of the first part the Most Honourable George Frederick Samuel Marquis of Ripon of the second part William Henry Baron Desborough and Auberon Thomas Baron Lucas of the third part and the Company of the fourth part as set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the parties thereto and as therein mentioned upon all persons claiming or to claim whether absolutely or contingently any estates or interests under the wills in the said agreement mentioned of Henry Vyner deceased or Earl de Grey deceased respectively.

As to Darlington Section Superannuation Society.

42.—(1) The directors of the Company may if they think fit prepare a scheme for altering and amending the existing rules and regulations of the society and may by such scheme make provision with respect to the superannuation allowances and other benefits to be made to the members of the society and for the management of the affairs of the society and for the control of the funds and moneys of the society and other matters and for prohibiting the admission of new members and for the ultimate winding up and dissolution of the society :

Provided always that no such scheme shall have any force or effect unless and until it has been approved by two thirds of the members of the society present in person or by proxy at a meeting of members of the society convened by special notice sent to each such member and every such notice shall state the object of the meeting and the alterations or amendments proposed to be made in the said rules and regulations.

(2) Subject to the approval of any such scheme by the members of the society as aforesaid the rules and regulations

of the society as amended or altered by any such scheme shall as from the first day of January one thousand nine hundred and eight be in force and have effect and shall be binding upon the members and committee of the society and upon the Company. A.D. 1908.

(3) No scheme or alteration of the existing rules and regulations of the society made under or in pursuance of this section shall have the effect of increasing the contributions payable by the members of the society or diminishing the benefits receivable by them under the existing rules and regulations.

(4) The directors of the Company may by resolution guarantee the payment of and make good out of their gross revenue as part of the working expenses of their undertaking any superannuation and other allowances or payments which may be payable by the Company under the rules and regulations of the society as amended by any scheme under this Act Provided that any such guarantee shall ensure for the benefit of the whole of the members for the time being of the society.

The directors of the Company may also pay or guarantee the payment of interest on any moneys of the society at such rate as may be provided by any scheme under this section.

(5) Any scheme under this section may provide for the transfer to the Company of any funds or moneys belonging to the society or held by any person or persons in trust for the society at such time or times and under such circumstances as such scheme may prescribe.

(6) In any case in which under the scheme for the time being in force a superannuation allowance or a sum not exceeding one hundred pounds is payable to a member who has become insane or otherwise incapable of managing his affairs or to the wife or children of a deceased member the committee of management of the society may pay such superannuation allowance or sum to the wife or other relative or person dependent upon the member so becoming insane or incapable of managing his affairs or to the wife or children of such deceased member (as the case may be) without requiring the receipt or discharge of a legally constituted representative of such member.

43. The Company may appropriate and apply to all or any of the purposes or objects of this Act being purposes to which capital is properly applicable any of the moneys which under and Power to
Company to
apply funds.

A.D. 1908. by virtue of any existing Acts they have raised or are authorised to raise and which may not be required for the purposes to which they are by those Acts made specially applicable.

Application of funds for purposes of North Eastern Railway (Steam Vessels) Act 1900.

44. The Company may without being subject to the restriction imposed by section 7 (Power to apply funds for purposes of Act) of the North Eastern Railway (Steam Vessels) Act 1900 appropriate and apply to all or any of the purposes or objects of the said Act being purposes to which capital is properly applicable any of the moneys which under or by virtue of any existing Acts or this Act they have raised or are authorised to raise and which are not required for the purposes to which they are by the said Acts made specially applicable.

Power to Company to raise additional capital.

45. The Company may raise by the creation and issue of new stock the sum of three hundred and seventy-five thousand pounds in addition to the moneys which they are or may be authorised to raise by any other Act or Acts of Parliament and such new stock may be created and issued either wholly or partially as preference stock.

Rights of voting for new stock in capital of Company.

46. The new stock by this Act authorised shall unless otherwise provided by the terms of issue or creation thereof confer on the respective holders thereof the same rights of voting and qualifications as if such new stock were part of the existing stock of the Company.

New preference stock to rank *pari passu* with North Eastern Railway preference stock if so determined.

47. The Company may by the resolution creating or authorising the creation of any of the new preference stock by this Act authorised determine that such new stock shall form part of and rank *pari passu* with the North Eastern Railway preference stock created and issued under the powers contained in the North Eastern Railway Act 1895.

As to disposal of new stock.

48. Notwithstanding anything contained in Part II. of the Companies Clauses Act 1863 the Company may in issuing any of the new stock by this Act authorised dispose of the same at such times to such persons on such terms and conditions and in such manner as the directors think advantageous to the Company.

Power to borrow.

49. The Company may borrow on mortgage of their undertaking in addition to any other sums which they are or may be authorised to borrow by any other Act or Acts of Parliament any sum or sums not exceeding in the whole one-third part of the amount of the new stock by this Act authorised to be created and issued and at the time actually issued and accepted.

But no part thereof shall be borrowed until a sum equal to one half of the stock so issued and accepted has been bonâ fide paid in respect thereof and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that such stock is held by the persons to whom the same was issued or their executors administrators successors or assigns and that the said sum has been bonâ fide paid in respect thereof.

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Upon production to such justice of the books of the Company and of such other evidence as he may think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

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

For appointment of a receiver.

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

51. 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 and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over any mortgages granted by virtue of this Act.

Existing mortgages to have priority.

52. All moneys raised under this Act whether by stock or borrowing shall be applied only to the purposes of this Act and to the general purposes of the Company being in each case purposes to which capital is properly applicable.

Application of moneys.

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Power to
other com-
panies and
committees
to apply
funds.

53. The Midland Great Central Great Northern and Lancashire and Yorkshire Railway Companies and the committees hereinbefore referred to respectively may apply to the purposes of this Act in which they are respectively interested and to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any of their Acts and which are not required for the purposes to which they are by those Acts made specially applicable.

Interest not
to be paid on
calls paid up.

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

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

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

Provision as
to general
Railway
Acts.

56. Nothing in this Act contained shall exempt the Company or any other company or committee upon whom any powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the said companies and committees respectively.

Crown
rights.

57. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods without the consent in writing of the

[8 Edw. 7.] *North Eastern Railway Act, 1908.* [Ch. xxxiv.]

Commissioners of Woods on behalf of His Majesty first had and A.D. 1908.
obtained for that purpose (which consent the said Commissioners
are hereby authorised to give).

58. All costs charges and expenses of and incident to the *Costs of Act.*
preparing for 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.

FIRST SCHEDULE.

AN AGREEMENT made the eleventh day of December one thousand nine hundred and six between JOHN FRANCIS FORTESCUE HORNER Esquire the Commissioner of His Majesty's Woods Forests and Land Revenues having the management of the land revenues of the Crown in the county of Durham (hereinafter called "the Commissioner of Woods") of the first part the TEES CONSERVANCY COMMISSIONERS (hereinafter called "the Tees Commissioners") of the second part and the NORTH EASTERN RAILWAY COMPANY (hereinafter called "the Company") of the third part.

WHEREAS pursuant to the Tees Conservancy Acts and an award thereunder of George Pemberton Leach and Thomas Fenwick dated the sixteenth day of August one thousand eight hundred and eighty-nine the Tees Commissioners are empowered to make certain roads and railways in the said award mentioned or referred to including a road and a railway hereafter called "the original road and railway" to be made in the parish of Seaton in the county of Durham in the position indicated by the colour yellow on the plan hereto annexed:

And whereas subject as hereinafter mentioned it has been arranged between the parties hereto that the Company shall make the railway hereinafter mentioned and called "the substituted railway":

Now these presents witness and it is hereby agreed and declared between and by the parties hereto (the Commissioner of Woods acting in exercise of any powers conferred by the Tees Conservancy Acts or other Acts in anywise enabling him but not further or otherwise) as follows (that is to say):—

1. The Company shall forthwith construct in lieu of the original railway so much of the railway commencing by a junction with the Company's Stockton and Hartlepool Railway and terminating at the site of the intended works of the Central Zinc Company Limited as is shown on the said plan and thereon coloured blue and pink.

2. The said railway to be made by the Company as aforesaid shall be constructed at a level of twelve feet above the datum mentioned in the said award and shall comprise the culverts drains and other accommodation works shown upon the said plan.

3. The Commissioner of Woods and the Tees Commissioners shall provide free of cost to the Company the pieces of land (required for the substituted railway) delineated on the said plan and thereon coloured blue and pink and containing altogether five acres and thirty-two perches or thereabouts and the Company shall have all such rights and powers of constructing and maintaining the substituted railway as are conferred by the said award upon the Tees Commissioners in respect of the original railway.

4. The Company shall in the next Omnibus Bill which they shall promote in Parliament apply for and endeavour to obtain powers to make and maintain so much of the railway mentioned in clause 1 hereof as is intended to be constructed upon the land coloured red on the said plan To the intent that the said portion of the said railway may become and be an ordinary statutory railway of the Company If at any time hereafter the Company should apply for similar powers as regards the remainder of the said railway the Commissioner of Woods and the Tees Commissioners shall not offer any opposition thereto Provided this agreement is confirmed and made binding on the Company in regard to such railway by the Act.

5. The Commissioner of Woods and the Tees Commissioners shall give the Company immediate possession of the said land coloured blue and pink on the said plan and shall make all necessary arrangements with the tenants thereof for that purpose the Company paying to the tenants such reasonable compensation as they may be entitled to under their tenancy agreements or as may be agreed.

6. Nothing herein contained shall in any way prejudice or affect the title to the mines or minerals in and under the lands coloured blue and pink or the rights or powers to work and get the same and the mines or minerals in and under the adjoining lands otherwise than by workings from the surface of the lands coloured blue and pink.

7. The Commissioner of Woods and the Tees Commissioners and all other parties if any entitled to use the original railway shall have the same rights of using the substituted railway coloured blue and pink as they have or would have to use the original railway.

8. The Company shall as and when required by the Commissioner of Woods or the Tees Commissioners make and construct for the use of the persons for the time being owning or interested in the adjoining lands now vested in the Crown a road bridge over the railway to be made by them on the land coloured blue to be in such a position as may be required on the west side of the land edged green on the said plan Such bridge shall have a width of not less than thirty feet between the side walls or parapets Such bridge shall be formed with proper approaches and with roadways properly made and metalled in a substantial manner Until such bridge shall be constructed an occupation

A.D. 1908. level crossing over the railway at the point aforesaid shall be made by the Company and may be used by the persons who will be entitled to use the bridge when made.

9. The land for the approaches to such bridge shall be provided free of cost to the Company and the cost of the construction of the bridge and the approaches shall be paid as to one half by the Company and as to the remainder by the Tees Commissioners the whole cost of such bridge and approaches not to exceed two thousand five hundred pounds. The Company shall not be liable for the maintenance of the bridge and approaches when so constructed.

10. The Commissioner of Woods and Tees Commissioners and other the owners or lessees for the time being of the adjoining lands now vested in the Crown shall at all times have the right to make lay construct and maintain such other bridges and such wires pipes drains sewers and other works over or under the substituted railway to be made by the Company and coloured blue and pink on the said plan and to lay construct and maintain such junctions and sidings in connection with the said railway as such Commissioners respectively owners or lessees may require so always that the same shall not obstruct the passage along the said railway coloured blue and pink or in any way damage the same and all such works shall be constructed and maintained in accordance with the reasonable requirements and if desired under the supervision of the Company's engineer for the time being.

11. If any difference shall arise between the parties hereto respecting this agreement or the meaning thereof or the construction of any works or the exercise of any rights or powers hereunder the same shall be referred to and settled by arbitration.

12. This agreement and everything herein contained are subject to the Company being able to acquire from John Earl of Eldon upon terms acceptable to them the land belonging to him and required for the purposes of the said railway mentioned in clause 1 hereof and so far as regards the obligations hereunder of the Commissioner of Woods and Tees Commissioners to the agreement with the Earl of Eldon scheduled hereto.

In witness whereof the said John Francis Fortescue Horner has hereunto set his hand and seal and the Tees Commissioners and the Company have caused their respective common seals to be hereunto affixed the day and year first above written.

The SCHEDULE hereinbefore referred to.

A.D. 1908.

AN AGREEMENT made the tenth day of December one thousand nine hundred and six between the Right Honourable JOHN EARL OF ELDON (hereinafter called "the said Earl of Eldon" which expression shall include his successors in title and assigns where the context so admits) of the first part JOHN FRANCIS FORTESCUE HORNER Esquire the Commissioner of His Majesty's Woods Forests and Land Revenues having the management of the land revenues of the Crown in the county of Durham (hereinafter called "the Commissioner of Woods" which expression shall include the Commissioner for the time being having such management as aforesaid where the context so admits) of the second part and the TEES CONSERVANCY COMMISSIONERS (hereinafter called "the Tees Commissioners" which expression shall include their successors and assigns where the context so admits) of the third part.

WHEREAS (1) Under or by virtue of the Tees Conservancy Acts and an award dated the sixteenth day of August one thousand eight hundred and eighty-nine of George Pemberton Leach and Thomas Fenwick or under some or one of such instruments the Tees Commissioners with the consent of the Commissioner of Woods have power to make certain railways and roads including a railway and road (hereinafter called "the original railway and road") in the parishes of Stranton and Seaton Carew or one of those parishes or in some adjoining place in the county of Durham which was originally intended to be made in the position indicated by the colour yellow on the plan hereunto annexed but under the said Acts and award or some or one of such instruments the Tees Commissioners have power to alter the situation of such road and railway by agreement with the parties interested:

(2) The Tees Commissioners and the Commissioner of Woods are now desirous of entering into an agreement with the North Eastern Railway Company (hereinafter referred to as "the Railway Company") for the construction by the Railway Company of the said railway in the altered situation shown on the said plan hereunto annexed coloured blue and pink and they are further desirous that the said railway shall be constructed at a level of twelve feet above the datum mentioned in the said award instead of at a level of twenty feet six inches above the same datum as provided by the said award and that the width of the strip of land to be used for the purposes of the said railway shall be that indicated by the blue colour on the plan instead of the original proposed width of thirty feet:

(3) The Tees Commissioners and the Commissioner of Woods are further desirous that they shall have power to construct the said road which is to be of a width not exceeding thirty feet either alongside

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of the said proposed new line of railway or in such other position as may be mutually agreed by and between the parties hereto:

(4) Under or by virtue of the said Acts and award or some or one of such instruments the said Earl of Eldon has divers rights of user of and other rights over or in relation to the original railway and road:

(5) By an indenture dated the twentieth day of May one thousand eight hundred and ninety-two and made between Sir Robert Nigel Fitzhardinge Kingscote (the then Commissioner of Woods) of the first part the Tees Commissioners of the second part and the said Earl of Eldon of the third part the strip of land edged green on the said plan hereunto annexed was assured unto and to the use of the said Earl of Eldon in fee simple together with full and free right of access to and from the said strip of land across the roads or ways intended to be made across a part of the said strip of land as thereafter mentioned (which roads or ways last aforesaid included the original railway and road) and for that purpose to make without payment one or more level crossings on or bridges over each of the said roads or ways at such place or places as therein provided and in such manner as therein mentioned Together with such benefits of the said award as therein set forth including the benefit of such award to the effect that the said Earl of Eldon his heirs and assigns should have the use of the roads therein mentioned (which included the original road) in common with the other persons therein referred to and that in the event therein mentioned it should be lawful for the said Earl of Eldon his heirs and assigns to use the railways therein mentioned (which included the original railway) on giving such notice and making such payment as thereby provided and that the level of any railway to be constructed through the said strip of land should be twenty feet six inches above the zero point mentioned in the said award and that the finished surface of the said road when constructed through the said strip of land should be at the same level as that specified for the level of any railway And the indenture in recital reserved to the Tees Commissioners the right of making and maintaining a road or other way or roads or other ways not less than thirty feet but not exceeding sixty feet wide across those portions of the said strip of land which are coloured yellow on the said plan hereunto annexed for the use of the persons or person entitled to use the same and also except and reserved all the minerals in and under the said strip of land together with certain powers of working and getting the same:

(6) The said Earl of Eldon has agreed with the other parties hereto that the Railway Company shall be at liberty to construct the said proposed railway and that the Tees Commissioners shall be at liberty to make the said proposed road in the altered situations aforesaid upon the terms and subject to the conditions hereinafter set forth and contained:

Now therefore it is hereby agreed and declared as follows (that is to say):— A.D. 1908.

1. In consideration of the release and agreements on the part of the Tees Commissioners hereinafter contained the said Earl of Eldon hereby at the request and by the direction of the Tees Commissioners conveys releases and surrenders unto the King's most Excellent Majesty First all rights of using the original railway and road or either of them which are vested in them under or by virtue of the said Acts and award or any of such instruments And secondly the rights and powers given to him by the said indenture dated the twentieth day of May one thousand eight hundred and ninety-two and of using the original railway therein referred to and of requiring that the level of the original railway and road to be constructed through the strip of land thereby conveyed to him shall be at the height thereby provided to the intent and so that an effectual agreement may be made by the Tees Commissioners and the Commissioner of Woods with the Railway Company for the construction of the said railway in the altered situation and of the altered width hereinbefore respectively mentioned and that the Tees Commissioners may have power to construct the said road as hereinbefore provided instead of in the original position thereof.

2. In consideration of the release on the part of the said Earl of Eldon hereinbefore contained the Tees Commissioners with the assent (hereby testified) of the Commissioner of Woods hereby convey release and surrender unto the said Earl of Eldon his heirs and assigns the rights and powers reserved to the Tees Commissioners by the said indenture dated the twentieth day of May one thousand eight hundred and ninety-two of making and maintaining a road or other way or roads or other ways across that portion of the said strip of land thereby conveyed to the said Earl of Eldon which is coloured yellow on the said plan hereunto annexed and all other rights or powers (if any) reserved to the Tees Commissioners by the said indenture over or in respect of the said strip of land to the intent that such rights and powers may absolutely cease and determine.

3. The said Earl of Eldon hereby agrees that it shall be lawful for the Tees Commissioners to make and maintain and to authorise the making and maintenance of a railway not exceeding fifty feet in width across that portion of the said strip of land conveyed to the said Earl of Eldon by the said indenture dated the twentieth day of May one thousand eight hundred and ninety-two as is coloured pink on the said plan hereunto annexed and a road alongside the said railway or in such other position as may be agreed as aforesaid but so that the finished surface of such road when and if constructed alongside the railway shall be at the same level (namely twelve feet above the datum mentioned in the said award) as the said railway.

4. The Tees Commissioners and the Commissioner of Woods hereby respectively declare that the said Earl of Eldon shall have the same rights powers benefits and privileges in all respects over or in relation

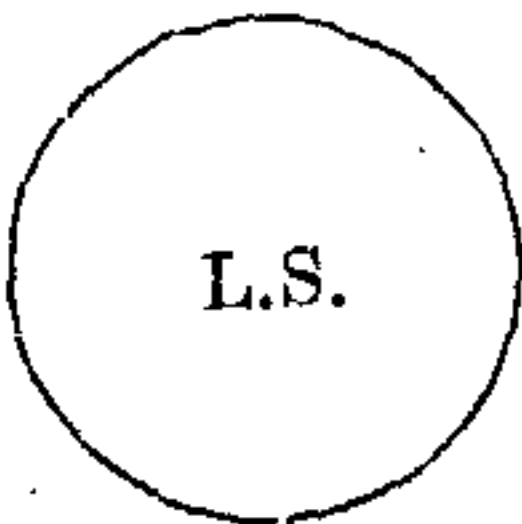
A.D. 1908. to the said proposed new railway and road and the fences thereof respectively and otherwise as immediately before the execution of these presents were vested in or exerciseable by him over or in relation to the original railway and road under or by virtue of the said Acts and award or any of such instruments or under or by virtue of the said indenture dated the twentieth day of May one thousand eight hundred and ninety-two.

5. And it is hereby further agreed and declared that all such deeds instruments acts and things shall be executed and done by all necessary parties for giving complete effect to this agreement at the costs of the persons or person requiring the same.

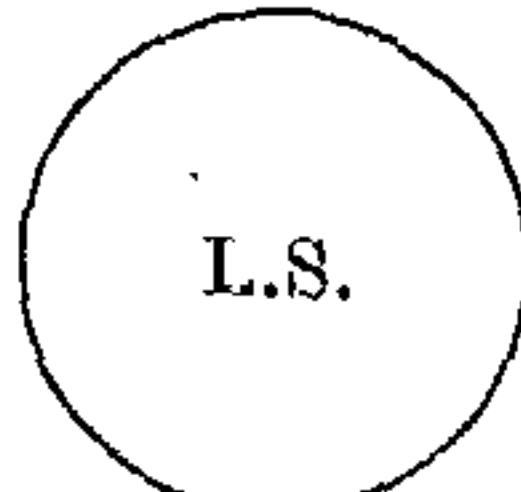
6. The release and agreements on the part of the said Earl of Eldon hereinbefore contained are conditional upon the due performance and observance by the Tees Commissioners and the Commissioner of Woods respectively of the agreements on their part hereinbefore respectively contained.

7. The costs of and incidental to the negotiation preparation and execution in triplicate of this agreement not exceeding seven guineas shall be defrayed by the Tees Commissioners. And the said John Francis Fortescue Horner doth hereby direct that this agreement shall be deemed to be fully and sufficiently enrolled by the deposit of a duplicate thereof in the office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the keeper of the said records and inrolments.

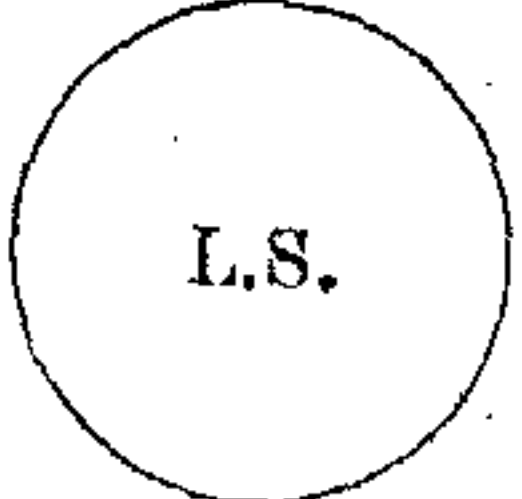
In witness whereof the said parties to these presents of the first and second parts have hereunto set their hands and seals and the Tees Commissioners have caused their common seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered by the }
said John Francis Fortescue Horner } J. F. F. HORNER. 
in the presence of

FREDK. HELLARD
Office of Woods.

The common seal of the Tees Conservancy }
Commissioners was hereunto affixed in the } L.S. 
presence of

JOHN H. AMOS
Chief Clerk.

The common seal of the North Eastern }
Railway Company was hereunto } 19,623 R.F.D. 
affixed in the presence of

P. W. F. LAWSON
Secretary's Office
North Eastern Rly. York.

SECOND SCHEDULE.

A.D. 1908.

AN AGREEMENT made the first day of June one thousand nine hundred and six between ROBERT CHARLES DE GREY VYNER of Newby Hall in the west riding of the county of York Esquire (hereinafter called "the landowner") of the first part the Most Honourable GEORGE FREDERICK SAMUEL MARQUIS OF RIPON K.G. of the second part the Right Honourable WILLIAM HENRY BARON DESBOROUGH and the Right Honourable AUBERON THOMAS BARON LUCAS of the third part and the NORTH EASTERN RAILWAY COMPANY (hereinafter called "the Company") of the fourth part.

WHEREAS under the will of Henry Vyner late of Newby Hall aforesaid deceased dated the twentieth day of September one thousand eight hundred and fifty-four and duly proved in the principal probate registry on the twenty-third day of May one thousand eight hundred and sixty-one the landowner is now beneficially entitled as tenant for life in possession to certain lands and hereditaments situate in the west riding of the county of York and having a frontage to the River Ure or to the cuts and canals connected therewith (hereinafter collectively referred to as "the River Ure Navigation") which said premises are hereinafter referred to as "the Vyner settled estates" and are more particularly described in the First Schedule hereto and are delineated on the plan hereto annexed and thereon coloured pink :

And whereas the said George Frederick Samuel Marquis of Ripon is the present surviving trustee for the purposes of the Settled Land Acts of the settlement created by the said will (which authorises the receipt of capital trust money by one trustee) and is hereinafter referred to as "the Vyner trustee" which expression shall be taken to include his heirs and assigns or other the trustees or trustee for the time being of the said settlement :

And whereas under the will of the Right Honourable Thomas Philip Weddell Earl de Grey K.G. deceased dated the thirty-first day of July one thousand eight hundred and fifty-eight and duly proved in the principal probate registry on the twenty-fifth day of January one thousand eight hundred and sixty the landowner is now beneficially entitled as tenant for life in possession to certain other lands and hereditaments situate in the said west riding and having a frontage to the River Ure Navigation which said premises are hereinafter referred to as "the de Grey settled estates" and are more particularly described in the Second Schedule hereto and are delineated on the said plan and thereon coloured green :

A.D. 1908.

And whereas the said Baron Desborough and Baron Lucas are the present trustees for the purposes of the Settled Land Acts of the settlement created by the said last mentioned will and are hereinafter referred to as "the de Grey trustees" which expression shall be taken to include their heirs and assigns or other the trustees for the time being of the said settlement :

And whereas the landowner is seised in fee simple in possession of other lands and hereditaments situate in the said west riding and having a frontage to the River Ure Navigation which are hereinafter referred to as "the fee simple lands" and are more particularly described in the Third Schedule hereto and delineated on the said plan and thereon coloured yellow :

And whereas the lands and hereditaments hereinbefore referred to are the only lands and hereditaments adjacent to the River Ure Navigation in which the landowner has any estate or interest whether in possession reversion or remainder :

And whereas by virtue of the provisions of the 88th section of an Act passed in the first year of His late Majesty King George the Fourth intituled "An Act for maintaining navigable the River Ure and its collateral cuts from its junction with the River Swale to the borough of Ripon in the county of York" and divers subsequent enactments the Company are under a statutory obligation to the landowner and others from time to time and at all times to maintain and keep the banks of the River Ure Navigation in good and sufficient repair and from time to time to strengthen and support the same when necessary for containing all the waters of the said River Ure so as that the adjacent lands and grounds may not be subjected to be overflowed or damaged by water except in cases of flood and during the continuance thereof :

And whereas the parties hereto have agreed to enter into the agreement hereinafter set forth :

Now these presents witness that for the considerations herein expressed the Company so far as regards the agreements and the provisions hereinafter contained which are or ought to be observed and performed on the part of the Company hereby undertake and agree with the landowner and also (as a separate undertaking and agreement) with the Vyner trustee and with the de Grey trustees and the landowner and the Vyner trustee and the de Grey trustees so far as regards the agreements and provisions hereinafter contained which ought to be observed and performed by them respectively hereby undertake and agree with the Company in manner following (that is to say) :—

1. The landowner as regards the Vyner settled estates and the de Grey settled estates mentioned in the First and Second Schedules hereto with the consent of the Vyner trustee and the de Grey trustees

respectively (testified by their execution of these presents) doth for himself his heirs and assigns and if and when these presents shall be confirmed by Parliament doth also so as to bind all persons claiming or to claim whether absolutely or contingently any estate or interest in the Vyner settled estates and the de Grey settled estates respectively or in any part of such estates respectively under the said will of the said Henry Vyner deceased or of the said Earl de Grey deceased respectively hereby release the Company their successors and assigns or other the person or persons or corporation from time to time liable under or by virtue of the 88th section of the hereinbefore recited Act or subsequent enactments from all liability or obligation whether past existing or future under or by virtue of the said enactments or any of them to maintain or keep in repair or strengthen or support the banks of the River Ure Navigation so far as relates to such portions thereof as form part of or are adjacent to any of the lands and hereditaments comprised in the Vyner settled estates the de Grey settled estates and the fee simple lands respectively. A.D. 1908.

2. The consideration for the release hereinbefore contained is the sum of four thousand pounds on or before the execution of these presents paid by the Company in manner following (namely) the sum of one thousand and thirty-two pounds to the landowner the sum of two thousand seven hundred and twenty-four pounds to the Vyner trustee and the sum of two hundred and forty-four pounds to the de Grey trustees those being the proportions in which the landowner the Vyner trustee and the de Grey trustees respectively consider the fee simple lands the Vyner settled estates and the de Grey settled estates respectively to be affected by these presents the receipt and payment of which said sums of one thousand and thirty-two pounds two thousand seven hundred and twenty-four pounds and two hundred and forty-four pounds making together the said sum of four thousand pounds the landowner and the Vyner trustee and the de Grey trustees hereby respectively acknowledge.

3. If any difference shall arise between the landowner or the Vyner trustee or the de Grey trustees or their respective successors in title and the Company or their successors with respect to the proper construction of these presents or any act or thing to be done in pursuance thereof or any matter arising thereout the same shall be referred to arbitration under and according to the provisions of the Arbitration Act 1889.

In witness whereof the Company have hereunto caused their common seal to be affixed and the other parties hereto have hereunto set their hands and seals the day and year first before written.

A.D. 1908.

The FIRST SCHEDULE above referred to.

(Comprising lands of which the landowner is tenant for life under the will of the late Henry Vyner.)

Parish or Township.	No. on Ordnance Map.	Extent of River Frontage.
Milby - - -	53 55 57 61 63 69 71 74 75 77 and 78.	Chains. 75·90
Langthorpe - - -	98 111 120 124 and 131 - -	65·10
Newby-cum-Mulwith -	20 21 22 28 29 30 and 32 -	77·00
Givendale - - -	3 5 6 and 39 - - -	72·00
Whitcliffe-with-Littlethorpe	28 - - - - -	12·50
Westwick - - -	2 3 6 11 12 14 15 16 and 17 -	120·80
Roecliffe - - -	108 109 112 115 120 and 121 -	64·60
		487·90

The SECOND SCHEDULE above referred to.

(Comprising lands of which the landowner is tenant for life under the will of the late Thomas Philip Weddell Earl de Grey.)

Parish or Township.	No. on Ordnance Map.	Extent of River Frontage.
Langthorpe - - -	87 89 and 97 - - -	Chains. 41·50
Whitcliffe-with-Littlethorpe	88 - - - - -	2·30
		43·80

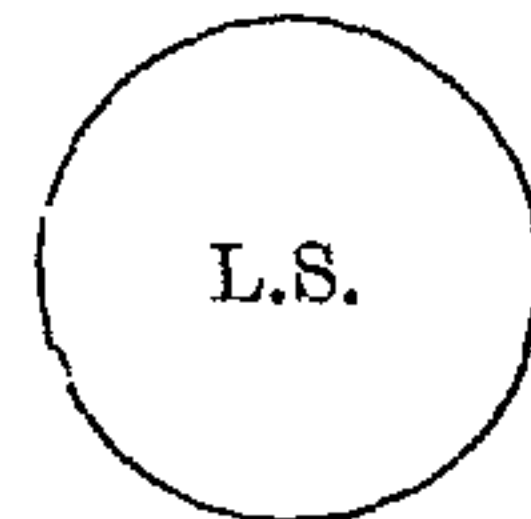
The THIRD SCHEDULE above referred to.

(Comprising lands of which the landowner is owner in fee simple.)

Parish or Township.	No. on Ordnance Map.	Extent of River Frontage.
Newby-cum-Mulwith -	2 4 6 9 16 and 36 - - -	Chains. 73·80
Whitcliffe-with-Littlethorpe	17 (copyhold) 30 33 and 89 -	65·50
Bishop Monkton - - -	152 154 and 380 - - -	45·50
		184·80

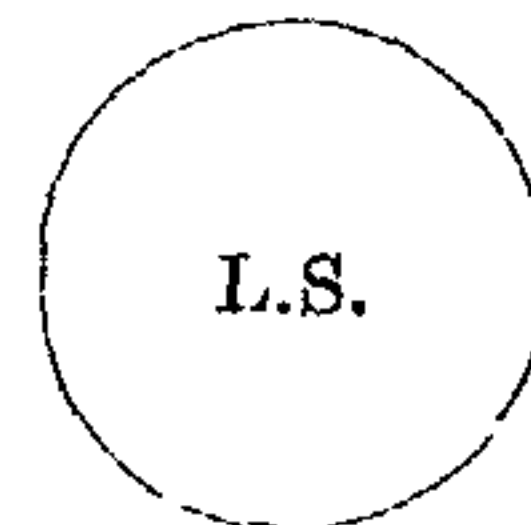
A.D. 1908.

Signed sealed and delivered by }
the said Robert Charles de } ROBERT CHARLES
Grey Vyner in the presence of } DE GREY VYNER.



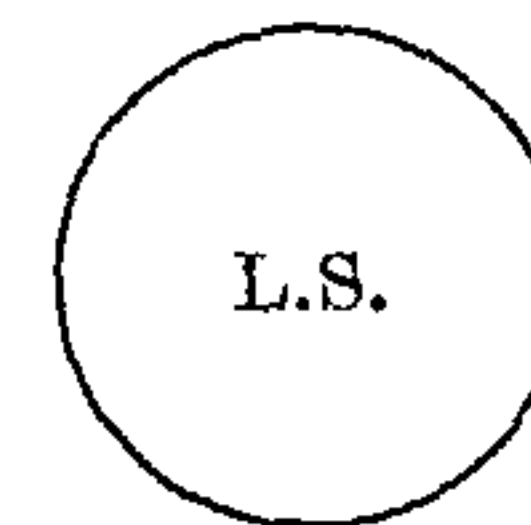
JOHN HARRIES
Skelton Grange Ripon
Land Agent.

Signed sealed and delivered by the }
said George Frederick Samuel } RIPON.
Marquis of Ripon in the presence of }



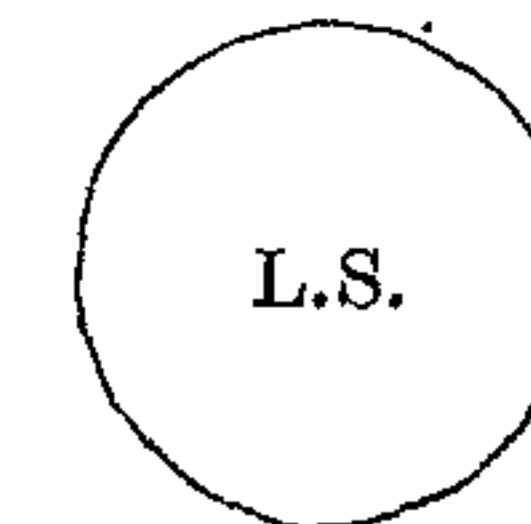
EDWIN LEE
9 Chelsea Embankment
Butler.

Signed sealed and delivered by the }
said William Henry Baron Des- } DESBOROUGH.
borough in the presence of }



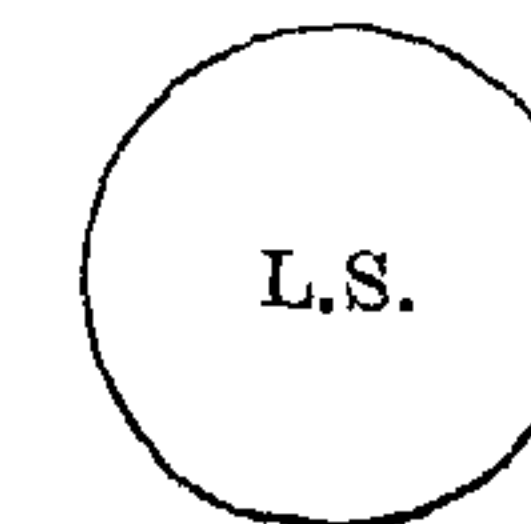
A. E. W. MACCAMLEY
Managing Clerk to
Messrs. Nicholl Manisty & Co.
1 Howard Street Strand London
Solicitors.

Signed sealed and delivered by the }
said Auberon Thomas Baron Lucas } LUCAS.
in the presence of }



T. HARVEY
71 Jermyn Street London
Private Secretary.

The common seal of the North Eastern }
Railway Company was hereunto } 19,451
affixed in the presence of } R.F.D.



P. W. F. LAWSON
Secretary's Office
North Eastern Rly. York.

Printed by EYRE and SPOTTISWOODE, Ltd.,

FOR

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

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