



CHAPTER lviii.

An Act to authorise the construction of a new railway and works and the acquisition of additional lands by the Great Central Railway Company to transfer the powers for the construction of certain railways from the Great Central Railway Company to the Hull and Barnsley and Great Central Railway Companies jointly and to authorise those companies to make a deviation railway to authorise the Great Northern and Great Central Railway Companies to make further works and acquire additional lands for their West Riding and Grimsby Railway to authorise the North Lindsey Light Railways Company to make further works to enable the Humber Commercial Railway and Dock Company to acquire the undertaking of the Barton and Immingham Light Railway Company and to raise further capital to confer further powers upon the Seaforth and Sefton Junction Railway Company and for other purposes. A.D. 1912.

[7th August 1912.]

WHEREAS it is expedient that the Great Central Railway Company (in this Act called "the Company") should be authorised to construct the new railway widenings of railways and other works to divert the footpaths and to purchase the additional lands herein-after described for the improvement of their undertaking and for the accommodation of the traffic thereon:

And whereas by virtue of the Hull and Barnsley Railway Act 1909 and the Great Central Railway Act 1910 the Hull and Barnsley Railway Company and the Company are joint owners

A.D. 1912. of railways in the West Riding of the county of York authorised by the said Acts and the said railways are now in course of construction :

And whereas it is expedient to transfer to the Hull and Barnsley Railway Company and the Company jointly Railway No. 6 and a portion of Railway No. 5 authorised by the Great Central Railway (Various Powers) Act 1909 :

And whereas the Company and the Great Northern Railway Company are joint owners of the West Riding and Grimsby Railway :

And whereas in order to facilitate the construction of the said Hull and Barnsley and Great Central Joint Railways and the working and use of the said West Riding and Grimsby Railway and for the convenience of the inhabitants of the neighbourhood it is expedient to authorise the Hull and Barnsley Company and the Company to construct the works in this Act described for the deviation of the said Hull and Barnsley and Great Central Joint Railway at Carcroft and to authorise the Company and the Great Northern Railway Company to divert and alter the public road leading from Carcroft to Adwick-le-Street and to close the Carcroft level crossing over the said West Riding and Grimsby Railway and to stop up the footpaths and purchase the additional lands herein-after described and to authorise the Company the Hull and Barnsley Railway Company and the Great Northern Railway Company to enter into and carry into effect agreements with respect thereto :

And whereas the railways of the North Lindsey Light Railways Company in the county of Lincoln are worked by the Company in pursuance of the Great Central Railway Act 1907 and it is expedient to make provision in this Act for the construction of the further works on the North Lindsey Light Railway herein-after described :

And whereas by the Barton and Immingham Light Railway Order 1908 (herein-after called "the Barton Order") the Barton and Immingham Light Railway Company (herein-after called "the Barton Company") were incorporated and were authorised to construct railways which form a junction at Immingham with the railways of the Humber Commercial Railway and Dock Company (herein-after called "the Humber Dock Company") :

And whereas the Company were authorised by the Barton Order to subscribe to the capital of the Barton Company and

the Barton Company have with moneys provided by the Company constructed part of their authorised railways and have opened the same for traffic: A.D. 1912.

And whereas the Humber Dock Company are authorised and required by the Humber Commercial Railway and Dock Act 1904 on completion of their dock at Immingham now in course of construction to grant a lease of their undertaking to the Company And whereas it is expedient that the undertaking of the Barton Company should be transferred to the Humber Dock Company and be included in the lease to be granted by the Humber Dock Company to the Company and that the Barton Company should be dissolved:

And whereas it is expedient that the Humber Dock Company should be authorised to acquire and to hold and use for the purposes of their undertaking the lands herein-after described and that the capital of the Humber Dock Company should be increased:

And whereas the Seaforth and Sefton Junction Railway Company (herein-after called "the Seaforth Company") are authorised by the Seaforth and Sefton Junction Railway Act 1903 and the Great Central Railway Act 1904 to construct a railway in the rural district of Sefton in the county of Lancaster and by the last-mentioned Act to divert certain footpaths when constructing the said railway:

And whereas it is expedient to authorise the Seaforth Company to vary and extend the footpath diversion authorised by the Great Central Railway Act 1904 and to acquire the additional lands herein-after described:

And whereas it is expedient that the periods respectively limited for the compulsory purchase of lands by the Company and for the completion of the works in this Act mentioned should be extended as in this Act provided:

And whereas it is expedient to confirm the agreement with respect to Keadby Bridge made between the Company and the county council of the Parts of Lindsey in the county of Lincoln and set forth in the Third Schedule to this Act:

And whereas the Company are by the Manchester Sheffield and Lincolnshire Railway (Steamboat) Act 1864 and the Manchester Sheffield and Lincolnshire Railway (Steamboats) Act 1889 authorised to maintain and run steam vessels from

A.D. 1912. — the port of Grimsby to ports on the Continent of Europe and Part IV. (relating to steam vessels) of the Railways Clauses Act 1863 which is incorporated with the said Acts provides by section 31 that section 7 of the Railway and Canal Traffic Act 1854 shall apply to the steam vessels of the Company:

And whereas the Railway and Canal Traffic Act 1854 (including section 7 thereof) was made applicable to all railway companies as carriers at sea by section 16 of the Regulation of Railways Act 1868 but the said application was repealed by section 59 of the Railway and Canal Traffic Act 1888:

And whereas in order to give full effect to the Railway and Canal Traffic Act 1888 in its application to the seaborne traffic of the Company it is expedient that the Manchester Sheffield and Lincolnshire Railway (Steamboat) Act 1864 and the Manchester Sheffield and Lincolnshire Railway (Steamboats) Act 1889 should be amended as in this Act provided:

And whereas the Company were authorised by section 30 of the Great Central Railway Act 1900 to raise money by the creation and issue of three and a half per centum second debenture stock for the purposes specified in section 31 of that Act and the amount of the said second debenture stock has been increased by section 128 of the Great Central Railway Act 1904 section 79 of the Great Central Railway Act 1905 section 21 of the Great Central and Derbyshire Railways Act 1906 section 91 of the Great Central Railway Act 1907 and section 67 of the Great Central Railway (Various Powers) Act 1909 in this Act collectively referred to as "the recited Acts" and it is expedient that the said amount should be further increased as herein-after provided:

And whereas it is expedient that the other provisions herein-after contained should be made:

And whereas plans and sections showing the lines and levels of the railways and works authorised by this Act and the lands required or which may be taken for the purposes thereof and plans of the additional lands by this Act authorised to be taken compulsorily and a book of reference to the said plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of all such lands were duly deposited with the respective clerks of the peace for the counties of Chester Derby Flint Lancaster Lincoln (Parts of Lindsey) and the West Riding of the county of York and are

herein-after respectively referred to as the deposited plans sections and book of reference: A.D. 1912.

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:—

PART I.

PRELIMINARY.

1. This Act may be cited as the Great Central Railway Act 1912. Short title.

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

Division of
Act into
Parts.

Part I.—Preliminary.

Part II.—New works and additional lands for Great Central Railway Company.

Part III.—New railways for Great Central and Hull and Barnsley Railway Companies.

Part IV.—New works and additional lands for West Riding and Grimsby Railway.

Part V.—Works for North Lindsey Light Railways Company.

Part VI.—Further powers for Humber Commercial Railway and Dock Company.

Part VII.—Further powers for Seaforth and Sefton Junction Railway Company.

Part VIII.—General provisions applicable to the taking of lands and construction of works.

Part IX.—Extensions of time.

Part X.—Miscellaneous.

3. 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;

Incorporation of Acts.

A.D. 1912.

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The conversion of the borrowed money into capital;

The consolidation of the shares into stock;

The making of dividends;

The giving of notices;

The provision to be made for affording access to the special Act by all parties interested; and

Part I. (relating to cancellation and surrender of shares)

Part II. (relating to additional capital) and Part III.

(relating to debenture stock) of the Companies Clauses

Act 1863 as amended by subsequent Acts

are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpreta-
tion.

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

“The Company” means the Great Central Railway Company;

“The railways” and “the railway” mean the new railway and deviation railway authorised by this Act;

“The two Companies” means the Company and the Great Northern Railway Company;

“The Humber Dock Company” means the Humber Commercial Railway and Dock Company;

“The Barton Company” means the Barton and Immingham Light Railway Company; A.D. 1912.

“The Humber Dock Acts” means the Humber Commercial Railway and Dock Acts 1901 1904 and 1908 and the Great Central Railway (Various Powers) Act 1909;

“The Seaforth Company” means the Seaforth and Sefton Junction Railway Company;

“The Act of 1904” means the Great Central Railway Act 1904;

“The Act of 1905” means the Great Central Railway Act 1905;

“The Act of 1906” means the Great Central and Derbyshire Railways Act 1906;

“The Act of 1907” means the Great Central Railway Act 1907;

“The Act of 1909” means the Great Central Railway (Various Powers) Act 1909;

“The Act of 1910” means the Great Central Railway Act 1910.

PART II.

NEW WORKS AND ADDITIONAL LANDS FOR GREAT CENTRAL RAILWAY COMPANY.

5. Subject to the provisions of this Act the Company may make and maintain in the line or situation and within the limits of deviation shown on the deposited plans and according to the levels shown on the deposited sections the railway and widenings of railways and other works described in this Part of this Act with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans relating thereto and described in the deposited book of reference as may be required for those purposes or for the general purposes of their undertaking The railway and widenings of railways and other works herein-before referred to and authorised by this Part of this Act are—

New railway
widenings of
railways and
other works.

In the county of York (West Riding) :—

A railway 2 miles 0 furlongs 4 chains in length commencing on the boundary between the parish of Cudworth and the parish or township of Brierley by a junction with the Grimethorpe Branch Railway of the Brierley
Colliery.

A.D. 1912.

Midland Railway Company and the Company and terminating in the parish or township of Shafton at or about the centre of the field numbered 169 in the said parish on the $\frac{1}{2500}$ scale Ordnance map (second edition) sheet CCLXIII.-10 :

Kilnhurst
to Mex-
borough.

A Widening (No. 1) 1 mile 6 furlongs 7·9 chains in length of the Company's railway commencing in the parish of Swinton at a point three chains or thereabouts measured in a south-westerly direction along the said railway from the Kilnhurst Station Signal Box and terminating in the parish of Denaby in the rural district of Doncaster at a point on the Barnsley to Barnetby Railway ten and a half chains or thereabouts measured along the centre of that railway in an easterly direction from the eastern end of the island platform of Mexborough Station :

Mexborough
to Conis-
brough.

A Widening (No. 2) 2 miles 6 furlongs 2·1 chains in length of the Company's Barnsley to Barnetby Railway commencing in the parish of Swinton at a point on that railway one chain or thereabouts measured along the centre line of that railway in a north-westerly direction from the centre of the bridge carrying the said railway over Bridge Street and terminating in the parish of Conisbrough at a point distant eight chains or thereabouts measured in a westerly direction along the said railway from the centre of the bridge carrying the said railway over the River Don :

River Don
diversion.

A river diversion in the parishes of Swinton Mexborough and Denaby of the River Don together with all proper and convenient embankments walls channels cuts drains and other works :

Conisbrough
to Doncaster.

A Widening (No. 3) 2 miles 5 furlongs 7 chains in length of the Company's Barnsley to Barnetby Railway commencing in the parish of Cadeby at a point on that railway eight chains or thereabouts measured in an easterly direction along that railway from the centre of the bridge carrying that railway over the River Don and terminating in the parish of Balby-with-Hexthorpe at a point on that railway twelve chains or thereabouts measured along the said railway in a north-easterly direction from the centre of Hexthorpe Junction Signal Box :

A Widening (No. 4) 7 miles 2 furlongs 6·3 chains in length of the Company's Barnsley to Barnetby Railway commencing in the parish of Bentley-with-Arksey at a point twenty-six chains or thereabouts measured along the said railway in a south-westerly direction from the first mile post from Doncaster upon the said railway and terminating in the parish of Stainforth at or about the eighth mile post from Doncaster upon the said railway :

A.D. 1912.
Doncaster
to Thorne.

A Widening (No. 5) 2 miles 2 furlongs 2·8 chains in length of the Company's main line of railway commencing in the parish of Handsworth at a point on the said railway opposite the centre of Darnall Tunnel Signal Box and terminating in the said parish of Handsworth at a point on the said railway five chains or thereabouts measured along that railway in a northerly direction from the passenger footbridge at Woodhouse Station.

Darnall to
Woodhouse.

In the county of Lincoln (Parts of Lindsey) :—

A Widening (No. 6) 5 miles 5 furlongs 2 chains in length of the Company's railway commencing in the parish of Wrawby at a point on that railway fifteen chains or thereabouts measured along the said railway in a westerly direction from the centre of the Wrawby Junction Signal Box and terminating in the parish of Ulceby at a point on the said railway fifteen chains or thereabouts measured along the said railway in an easterly direction from the centre of the signal box at Brocklesby Station.

Barnetby to
Brocklesby.

6. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of Widening (No. 6) carry the same with a single line only whilst the said widening shall consist of a single line and afterwards with a double line only across and on the level of the road herein-after mentioned (that is to say) :—

Power to
cross roads
on the level.

No. on deposited Plans.	Parish.	Description of Road.
1	Barnetby-le-Wold - - -	Public.

A.D. 1912.

Power to acquire easements for constructing tunnel on Widening (No. 3).

7. And whereas Widening (No. 3) is shown on the deposited plans and sections as intended to be constructed in tunnel through or under the properties numbered on the deposited Plans 4 5 6 7 13 and 14 in the parish of Cadeby at a depth of twenty feet and upwards between the crown of the tunnel and the surface of the ground Therefore the Company may purchase and acquire an easement or right of constructing and using the tunnel for the said widening of railway through or under the said properties without being obliged to purchase the land over the said widening of railway or any houses buildings manufactories or premises thereon respectively unless the jury or the arbitrators or their umpire to whom the question of disputed compensation shall be submitted shall determine that such right or easement cannot be acquired or used by the Company without material detriment to the remainder of such properties Provided that nothing in this section contained shall apply to any of the said properties the surface of which is at a less height than twenty feet above the crown of the said tunnel as the same shall be constructed Provided also that nothing in this section contained nor any dealing with any of the said properties in pursuance thereof shall relieve the Company from liability to make compensation under section 68 of the Lands Clauses Consolidation Act 1845 in respect of any properties through or under which the Company may purchase or acquire an easement or right of constructing and using such tunnel.

Diversion of roads.

8. The Company may divert the roads referred to in the next following table in the manner shown upon the deposited plans and sections and subject to the provisions of this Act may stop up and cause to be discontinued as a road so much of each existing road as will be rendered unnecessary by the new portion of road so shown on the said plans (that is to say):—

No. of Widening.	Parish.	No. of Road on Plans.
2	Denaby - - - - -	24.
	Mexborough - - - - -	26.
4	Kirk Sandall - - - - -	7.
4	Kirk Sandall - - - - -	27.
4	Hatfield - - - - -	15.
	Stainforth - - - - -	4.
4	Stainforth - - - - -	7.
4	Hatfield - - - - -	26.
	Stainforth - - - - -	25.

A.D. 1912.

No. of Widening.	Parish.	No. of Road on Plans.
6	Barnetby-le-Wold - - -	25.
6	Barnetby-le-Wold - - -	26 and 50.
6	Barnetby-le-Wold - - -	84.
6	Melton Ross - - -	3 and 4.
6	Ulceby - - -	13.

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

Inclination of roads.

No. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
WIDENING (No. 6).			
26 and 50	Barnetby-le-Wold - - -	Main	1 in 25.
13	Ulceby - - -	Main	1 in 25.

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

Width of roadway over bridges.

No. on Plans.	Parish.	Description of Roadway.	Width of Roadway.
WIDENING (No. 2).			
24	Denaby - - -	Main - - -	33 feet.
26	Mexborough - - -		
WIDENING (No. 4).			
25	Stainforth - - -	Public - - -	20 feet.
26	Hatfield - - -		
WIDENING (No. 6).			
13	Ulceby - - -	Main - - -	30 feet.

11. The Company may make the arches of the bridges for carrying the widenings of railway over the roads herein-after mentioned of any heights and spans not less than the heights

Height and span of bridges.

[Ch. lviii.] *Great Central Railway Act, 1912.* [2 & 3 GEO. 5.]

A.D. 1912. and spans herein-after mentioned in connexion therewith respectively (that is to say):—

No. on deposited Plans.	Parish.	Description of Road.	Height.	Span.
WIDENING (No. 5).				
10	Handsworth	Main	16 feet	34 feet 8 ins.
WIDENING (No. 6).				
26 & 50	Barnetby-le-Wold	Main	15 feet	28 feet.
5	Croxtan	Main	18 feet	24 feet 9 ins.

Railway and
widening to
be part of
Company's
undertaking.

12. The railway and widenings of railway authorised by this Part of this Act shall for the purposes of tolls rates and charges and for all other purposes whatsoever be deemed to be part of the Company's undertaking :

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

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

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

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

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

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

13. For the protection of the Dearne Valley Railway Company (in this section called "the Dearne Valley Company") the following provisions shall unless otherwise agreed between the Company and the Dearne Valley Company apply and have effect (that is to say):—

A.D. 1912.
—
For protection of
Dearne
Valley Rail-
way Com-
pany.

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not carry the Brierley Colliery Railway under the Dearne Valley Railway elsewhere than under the bridge carrying that railway over the Grimethorpe Colliery Sidings which bridge may be altered as herein-after provided:
- (2) The Company shall not except in accordance with this section alter or interfere with the said bridge carrying the Dearne Valley Railway over the Grimethorpe Colliery Sidings but the Company may increase the span of the said bridge by removing and reconstructing the western abutment wing walls and superstructure of the said bridge for the purpose of the Brierley Colliery Railway Provided that in the event of the Dearne Valley Company hereafter widening their railway the Company shall pay to the Dearne Valley Company the additional cost of such widening which may be attributable to such increase of span:
- (3) The Company shall from time to time on demand repay to the Dearne Valley Company any additional expense of the maintenance of the said bridge consequent upon any increase of the span and in case of the said widening of the Dearne Valley Railway the additional cost of the maintenance of the widened bridge by reason of any such increased span as is referred to in the last preceding subsection:
- (4) The connexion between the Brierley Colliery Railway and the full and empty and screen sidings of the New Hodroyd Colliery shall be made on the eastern side of those sidings:
- (5) The Company shall construct the Brierley Colliery Railway (including all works in connexion with the said bridge) and Widening (No. 3) where the same respectively will be made under or will affect any land railway siding or other work belonging to or

A.D. 1912.

worked by the Dearne Valley Company according to plans sections and specifications and of a quality and strength of materials to be previously submitted to and approved in writing by the principal engineer of the Dearne Valley Company or in case of difference by an engineer to be appointed as herein-after provided Provided that if the said principal engineer shall for a period of one month fail to approve such plans sections or specifications he shall be deemed to have approved thereof:

- (6) The said portions of railway and widening and all works necessary or incident to the construction thereof affecting the property or works of the Dearne Valley Company shall be executed and maintained by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer and if and whenever the Company fail so to maintain their said works the Dearne Valley Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the Dearne Valley Company by the Company:
- (7) The Company shall not in the execution of their works cause any injury to the railways or other property of the Dearne Valley Company or interruption to the passage or conduct of the traffic thereon and if any injury or interruption shall arise the Company shall make compensation to the Dearne Valley Company in respect thereof:
- (8) During the construction of the said portions of railway and widening the Company shall bear and on demand pay to the Dearne Valley Company all reasonable expense of any temporary works and of the employment by them of a sufficient number of inspectors watchmen and flagmen to be appointed by that company for watching their railway property and works with reference to and during the execution of the works of the Company and for preventing as far as

may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :

A.D. 1912.

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

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

A.D. 1912.

(11) If at any time hereafter the Dearne Valley Company shall be desirous of extending widening or altering their railways or works the Company shall afford to the Dearne Valley Company all proper and reasonable facilities for that purpose notwithstanding any easement which the Company may have acquired from the Dearne Valley Company under the next following subsection :

(12) Notwithstanding anything contained in this Act or shown on the deposited plans and sections the Company shall not purchase or acquire any of the lands or property of the Dearne Valley Company except the lands numbered on the said Plans 20 in the township of Shafton but the Company may purchase and take and the Dearne Valley Company shall at the request of the Company sell and grant accordingly an easement or right of using so much of the lands of the Dearne Valley Company as may be necessary for the construction of the railway and Widening (No. 3) in accordance with the provisions of this section Provided that in respect of the said lands numbered on the deposited plans 20 in the township of Shafton if the Company acquire any portion of such lands they shall acquire the whole or such less portion thereof being sufficient for the purposes of their railway as the Dearne Valley Company may require them to take The purchase money and compensation payable under this subsection shall in case of difference be settled by arbitration under the provisions of the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement In any inquiry to determine the purchase money and compensation payable by the Company in respect of an easement or right of using lands and property of the Dearne Valley Company for the purposes of the tunnel upon the Widening (No. 3) the Dearne Valley Company shall be at liberty to give in evidence the facts as to the expenditure incurred by the Dearne Valley Company in acquiring the right of support from minerals under and adjacent to the said widening and the extent to which the support of such minerals shall be necessary for the said tunnel as well as for

the Dearne Valley Railway and if the arbitrator shall be of opinion that the support of such minerals is to any extent necessary for the said tunnel as well as for the Dearne Valley Railway he shall include in the aforesaid purchase money and compensation a fair sum in respect of the extent to which he may consider such support necessary :

A.D. 1912.

- (13) If in the opinion of the Dearne Valley Company or (in case of difference between them and the Company) in the opinion of an arbitrator to be appointed as herein-after provided it shall be necessary for the Dearne Valley Company to purchase or pay compensation for any additional minerals required to be left unworked for the protection and safety of the railway works or property of the Dearne Valley Company as well as of the works by this Act authorised then the Company shall on demand pay to the Dearne Valley Company a fair proportion of the expenditure incurred by them in relation to any such purchase or payment of compensation and the proportion of such expenditure payable by the Company shall in case of difference be determined by arbitration as herein-after provided :
- (14) Any difference which shall arise between the Company and the Dearne Valley Company or their respective engineers under this section shall except where otherwise expressly provided be referred to and determined by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of the Company or the Dearne Valley Company and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

14. For the protection of the Hemsworth Rural District Council the following provisions shall have effect unless otherwise agreed in writing between the Company and the said council (that is to say) :—

For protection of Hemsworth Rural District Council.

The Company shall carry the railway over the public bridge road known as Ferrymoor Lane numbered 2 on the deposited plans for the township of Shafton by a bridge having a span of at least twenty feet and with a headway of not less than sixteen feet.

A.D. 1912.

For protection of Swinton and Mexborough Gas Board.

15. The provisions of the section of this Act the marginal note whereof is "For protection of gas and water mains of local authorities" shall extend and apply to the gas mains pipes and apparatus of the Swinton and Mexborough Gas Board and shall be construed as if the Swinton and Mexborough Gas Board were a local authority within the meaning of that section.

For protection of Swinton Urban District Council.

16. In constructing the railways and works by this Act authorised in the urban district of Swinton in the county of York (in this section called "the railway") the following provisions for the protection of the Swinton Urban District Council (in this section called "the council") shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say):—

- (1) The Company shall where the railway shall cross over the sewers of the council strengthen and protect the said sewers and construct a sufficient number of manholes to the reasonable satisfaction of the engineer for the time being of the council and shall not remove any of the existing sewers or manholes without the consent of the council which consent shall not be unreasonably withheld:
- (2) In diverting the course of the River Don within the district of the council as shown on the deposited plans the Company shall construct the banks of the said river so diverted of such height (not exceeding the height of the present banks at the commencement and termination of such diversion) and strength as shall be reasonably approved by the engineer of the council:
- (3) Notwithstanding anything contained in this Act or shown on the deposited plans the road numbered seventeen in the parish of Swinton shall be carried across Widening (No. 1) in accordance with the terms of an agreement dated the twenty-first day of June one thousand nine hundred and twelve and made between the Great Central Railway Company of the first part the Swinton Urban District Council of the second part and the Sheffield and South Yorkshire Navigation Company of the third part:
- (4) If any question or difference shall arise between the council and the Company as to the manner in which

any of the works in this section provided for are to be constructed by the Company or as to the sufficiency thereof the same shall be settled and determined by the surveyor and engineer respectively for the time being of the council and the Company or failing agreement by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party and the provisions of the Arbitration Act 1889 shall apply thereto.

A.D. 1912.

17. For the protection of the Denaby and Cadeby Main Collieries Limited and their assigns (all of whom are in this section included in the expression "the colliery company") the following provisions shall unless otherwise agreed between the colliery company and the Company take effect (that is to say):—

For protection of Denaby and Cadeby Main Collieries Limited.

(1) Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not enter upon take or use any portion of the property of or belonging to or now in the occupation of the colliery company situate on the north side of the railway of the Company between the existing level crossing over the said railway situate at a point marked on the deposited plans one mile four furlongs and eight chains or thereabouts from the commencement of Widening (No. 2) and the point on the said railway marked on the deposited plans two miles and two furlongs from the commencement of the said widening:

(2) The Company will at their own expense extend the existing footbridge over the railway of the Company situate near to the level crossing referred to in subsection 1 of this section so that it shall join and extend to the proposed new road on the south side of the said railway which said proposed new road is shown on the deposited plans and in order that the said footbridge so extended may be used as a means of communication to and from the said new road and will for ever thereafter maintain the said extension of the said footbridge and the width of the said extension shall be not less than the width of the existing footbridge:

(3) The Company shall not enter upon take or use any portion of the property of or belonging to or now in

A.D. 1912.

the occupation of the colliery company situate on the north side of the railway of the Company between the commencement of Widening (No. 3) and the western end of Conisbrough Tunnel.

For protection of Sheffield and South Yorkshire Navigation Company.

18. For the protection of the Sheffield and South Yorkshire Navigation Company (in this section called "the navigation company") the following provisions shall unless otherwise agreed in writing between the Company and the navigation company have effect (that is to say):—

- (1) The Company shall construct and maintain the bridge on the south side of the existing railway carrying the Widening (No. 2) by this Act authorised over the Mexboro New Cut and towing-path of the navigation company of a span and height not less than the span and height respectively of the southern portion of the existing bridge over the said new cut and the Company shall from time to time and at all times thereafter at their own expense maintain the towing-path under the said new bridge:
- (2) The Company shall construct and maintain the bridge carrying the Widening (No. 3) by this Act authorised across the Navigation and towing-path of the navigation company in the parishes of Cadeby and Conisbrough of a span and height not less than the span and height respectively of the existing bridge adjacent thereto and the Company shall from time to time and at all times thereafter at their own expense maintain the towing-path under the said new bridge:
- (3) The Company shall construct and maintain the bridge carrying the Widening (No. 4) by this Act authorised across the Navigation and towing-path of the navigation company at Long Sandall of a span and height not less than the span and height respectively of the existing bridge adjacent thereto which height has recently been raised fifteen inches and the Company shall from time to time and at all times hereafter at their own expense maintain the towing-path under the said new bridge:
- (4) The Company shall at all times hereafter maintain the heights of the said bridges to be constructed under

the powers of this Act of the minimum headways following namely Widening (No. 2) headway sixteen feet above the present ordinary level of the water in the said Mexboro New Cut Widening (No. 3) headway thirty-nine feet above the present ordinary level of the water in the Navigation at Conisbrough Widening (No. 4) headway twelve feet eight inches above the present ordinary level of the water in the Navigation at Long Sandall:

A.D. 1912.

- (5) The foundations of the piers or abutments of the said bridges shall be carried down to such depths and shall be placed in such positions as shall be reasonably fixed by the engineer for the time being of the navigation company but subject to the provisions of subsections 14 and 15 of this section:
- (6) The Company shall during the construction of the bridges or either of them exhibit every night from sunset to sunrise a light or lights which shall be kept burning by and at the expense of the Company for the guidance of vessels using the Navigation. Such light or lights shall be of such description and be so used and placed as the navigation company in writing shall reasonably require:
- (7) All works crossing or affecting the Navigation shall be carried on uninterruptedly when commenced and shall be completed with all reasonable despatch and all scaffolding piling and materials affecting the waterway or towing-path shall be removed as soon as the work for which they are required has been completed and in the meantime shall be kept in proper repair and well and sufficiently lighted:
- (8) All works crossing or affecting the Navigation shall be constructed and maintained so that the traffic of the Navigation shall not be in any way obstructed impeded or interfered with and such maintenance shall be effected under the superintendence and to the reasonable satisfaction of the navigation company but in all things at the expense of the Company:
- (9) The Company shall bear and on demand pay to the navigation company the reasonable expense of the employment by the navigation company of a sufficient number

A.D. 1912.

of inspectors and watchmen to watch the Navigation during the construction of the works by this Act authorised crossing or in any way affecting the Navigation and for preventing (except as aforesaid) any such obstruction or interference or any danger or accident from the acts or defaults of the Company or their contractors or the servants workmen or other persons in their respective employ :

- (10) If by reason of the execution or maintenance of any of the works or any proceedings of the Company or any act or omission of the Company or their contractors or of any officer servant or workmen or other person employed by the Company or such contractors the Navigation or any of the works thereof be injured or damaged such injury or damage shall forthwith be made good by the Company at their own cost and in default thereof the navigation company may make good the same and recover the reasonable cost thereof :
- (11) The Company shall indemnify the navigation company from any loss or damage they may suffer and from any compensation they may be required to pay for such obstruction (except as aforesaid) interruption or interference with the traffic of the Navigation or any accident which shall have been occasioned by any such act or default as in this section is mentioned :
- (12) Nothing in this section shall extend to prevent the navigation company or any owner of vessels boats keels or barges using the Navigation from recovering from the Company any special damage that shall be sustained by them or him for or in consequence of any such act or default as in this section is specified :
- (13) Notwithstanding anything contained in this Act or shown upon the deposited plans the Company shall not purchase or take or use any lands belonging to the navigation company except by agreement with the navigation company but the Company may purchase and take and the navigation company may and shall sell and grant to the Company accordingly an easement or right of using the same so far as may be necessary for the purposes of any of the works

hereby authorised or of carrying the said railways across the Navigation or the River Don: A.D. 1912.

(14) Before commencing any works to be constructed under the powers of this Act over or affecting any of the waterways or canals of the navigation company the Company shall furnish to the navigation company plans sections and specifications showing the mode of construction thereof and such plans sections and specifications shall be settled and agreed upon between the respective engineers of the Company and the navigation company or in case of their failing to agree or of any difference arising between them the same shall be settled and determined by an arbitrator to be appointed on the application of the Company or the navigation company as herein-after provided and such works shall be carried into effect only in accordance with such agreement or determination provided that the said plans sections and specifications shall be deemed to be approved unless the engineer of the navigation company shall have signified his disapproval of the same within twenty days of the receipt thereof:

(15) If any difference arises between the Company and the navigation company under this section such difference shall be determined by an engineer to be appointed (unless otherwise agreed on) on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply thereto.

19. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon purchase take use or interfere with any lands works or property of the South Yorkshire Junction Railway Company and now in the occupation of the Hull and Barnsley Railway Company under a working agreement except that the Company may purchase and take and the South Yorkshire Junction Railway Company may and shall sell and grant such an easement or right as may be required for such alteration of the existing junction between the railways of the Company and the South Yorkshire Junction Railway Company as may be rendered necessary by Widening (No. 2) authorised by this Act Provided that the works of the said widening where they adjoin or

For protection of South Yorkshire Junction Railway and Hull and Barnsley Railway Companies.

A.D. 1912. interfere with the said junction or any variation of such junction shall be carried out according to plans previously submitted to and reasonably approved by the engineer of the Hull and Barnsley Railway Company or in case of difference by an arbitrator to be agreed upon between the parties or failing such agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of trustees of Sprotborough Estate.

20. For the protection of Edward Lygon Somers Cocks Walter Trower and Selina Frances Bewicke Copley trustees and tenant for life of the Sprotborough Estate (in this section called "the trustees") the following provisions shall unless otherwise agreed between the Company and the trustees take effect (that is to say) :—

- (1) The Company shall in constructing the Widening (No. 3) by this Act authorised in the parish of Cadeby in the rural district of Doncaster extend the existing bridge or construct a new bridge similar in height and width to the existing bridge and for ever thereafter maintain the same in good repair and condition at or about a point on the deposited plans one furlong five chains from the commencement of the said widening to carry two additional lines of rails but if the existing bridge or the new bridge as the case may be shall be extended for a greater length than is necessary to accommodate two additional lines of rails the Company shall if required by the trustees make provision for access of daylight under such bridge to the reasonable satisfaction of the trustees :
- (2) The Company shall construct and for ever thereafter maintain in good repair and condition under or across the said Widening (No. 3) at or near a point on the deposited plans five furlongs one chain from the commencement of the said widening an underbridge similar in height and width to the bridge under the existing railway to the north of the aforesaid point If the said new bridge shall be constructed of greater length than is necessary to carry two lines of rails the Company shall if required by the trustees make provision for access of daylight under the said new bridge to the reasonable satisfaction of the trustees.

21. For the protection of the Lady Isabella Georgiana Katherine Battie-Wrightson her heirs and assigns or other the owner or owners for the time being of the estates in the West Riding of the county of York known as the Wrightson Estates (all of whom are in this section included in the expression "the owner") and the lessees for the time being of the Warmsworth Cliff and the Levitt Hagg limestone quarries and works forming part of those estates the following provisions shall unless otherwise agreed in writing between the owner and the Company have effect (that is to say):—

A.D. 1912.
—
For protec-
tion of Lady
Isabella
Georgiana
Katherine
Battie-
Wrightson.

- (1) In constructing the widenings and works by this Act authorised where the same will be situate on any part of the said limestone quarries and works the Company shall if required by the owner extend the existing means of access between the north and south sides of the railway over or under the said widenings and works by means of bridges viaducts or tunnels of the same span as the existing bridges viaducts or tunnels and according to plans and sections to be previously submitted to the owner's surveyor and such plans and sections shall be settled and agreed upon between the owner's surveyor and the engineer of the Company or in case of their failing to agree or of any difference arising between them the same shall be settled and determined by an arbitrator as herein-after provided Provided always that such plans and sections shall be deemed to be approved unless the owner's surveyor shall have signified his disapproval within twenty days of the receipt thereof:
- (2) The Company shall at their own expense and to the reasonable satisfaction of the owner's surveyor and in such positions and in accordance with such plans and sections as shall be previously submitted to him and agreed between him and the engineer of the Company or determined in manner provided in the last preceding subsection reinstate all sidings and connexions between the said limestone quarries and works and the Company's railway which may be interfered with by the widenings and works by this Act authorised:
- (3) The Company shall before disturbing or interfering with any kilns buildings machinery roads paths railways

A.D. 1912.

tramways or other works situate in any part of the said limestone quarries and works at their own expense and to the reasonable satisfaction of the owner's surveyor and in such position and in accordance with such plans and sections as he may reasonably approve erect lay down and construct new and substituted kilns buildings machinery roads paths railways tramways and other works and the Company shall to the like satisfaction reinstate in such new and substituted buildings all machinery and plant situate in any building which may be disturbed or interfered with by the Company :

- (4) The Company shall extend the existing bridges carrying the roads known as Mill Lane and Guest Lane over the Company's existing railway so as to carry the said roads over the widening by this Act authorised :
- (5) The reasonable cost of all necessary supervision by the owner's surveyor in respect of any work executed by the Company to the approval of the said surveyor shall be borne and paid by the Company :
- (6) The Company shall not sell nor permit to be sold to any others than the owners or the lessees for the time being of the said limestone works any limestone lime or other mineral which may be excavated from or gotten upon land now the property of the owner in the course of carrying out the widenings and works by this Act authorised :
- (7) If any dispute shall arise between the Company and the owner under or in relation to any of the provisions of this section such difference shall be determined by a surveyor or engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the owner and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889 :
- (8) The protection by this section afforded to the owner shall be in addition to and not in substitution for the protection afforded by the Acts incorporated by the section of this Act whereof the marginal note is "Incorporation of Acts" and by section 39 of the South Yorkshire Doncaster and Goole Railway Act

1847 and in the said last-mentioned section the word "railway" shall be deemed to include the widenings by this Act authorised. A.D. 1912.

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

(1) The Company shall construct and maintain under the Widening (No. 4) of their railway by this Act authorised between Doncaster and Long Sandall within the Dun drainage district culverts and flood openings for the purpose of passing the drainage and flood water under the said widening of a sectional area equal to the existing culverts and flood openings under the Company's existing railway:

(2) The Company shall remove any débris or obstruction which may be deposited in the said flood openings or culverts:

(3) The Company shall not construct any railway or works upon the banks or foreshore between the flood banks of the flood drain in the parish of Bentley-with-Arksey as shown on the deposited plans between the commencement of Widening (No. 4) and a point seven furlongs measured along the said widening from the commencement thereof or in any way impede obstruct or diminish the sectional area between the said flood banks of the said flood drain.

23. For the protection of the South Yorkshire Joint Line Committee (in this section called "the committee") the following provisions shall unless otherwise agreed in writing have effect and apply to the Widening (No. 4) of the Company's Barnsley to Barnetby Railway by this Act authorised (in this section called "the widening"):— For protection of South Yorkshire Joint Line Committee.

(1) The Company shall construct the widening so far as the same affects the railways lands or works of the committee in such lines within the limits of deviation shown on the deposited plans as shall be reasonably approved by the engineer of the committee (in this

A.D. 1912.

section referred to as "the engineer") and with the minimum interference with the lines of railway and other works connected therewith of the committee and so as in no way to unnecessarily obstruct impede or interfere with the free and uninterrupted and safe use of the said railway of the committee or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the committee full compensation in respect thereof:

- (2) If by reason of the construction of the widening it shall become necessary to alter the junctions at Kirk Sandall of the said railways with the Barnsley to Barnetby Railway of the Company or to add to or alter the signals or signal box and works in connexion therewith either upon the said railway of the committee or the said railway of the Company the same shall be so added to or altered by the Company:
- (3) The Company shall construct the widening and all the works both temporary and permanent necessary and incident to the construction thereof so far as they affect the property and works of the committee in accordance with the provisions of this section and according to plans sections and specifications to be previously submitted to and reasonably approved in writing by the engineer and the Company shall not commence the construction of the said portion of the widening or enter upon or interfere with any land works or property belonging to or used by the committee until such plans sections and specifications have been so submitted and approved. Provided that if for fourteen days after the said plans sections and specifications shall have been submitted to the engineer he shall have failed to give notice to the Company of his objections thereto he shall be deemed to have approved the same:
- (4) The Company shall not except with the previous consent in writing of the committee purchase or acquire any lands or property of the committee but the Company may take and the committee shall give and grant accordingly an easement or right of using so much

of the lands of the committee as may be necessary for the construction of the said portion of the widening in accordance with the provisions of this section: A.D. 1912.

(5) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the committee all costs losses damages or expenses which may be occasioned to them or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the said portion of the widening and the works in connexion therewith or by any act or omission of the Company or any of the persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the committee from all claims and demands upon or against them by reason of such execution or failure and such act or omission:

(6) Section 9 of the South Yorkshire Joint Railway Act 1903 is hereby repealed and in lieu thereof the committee shall upon the completion of the junction between the widening and the railway of the committee and of any alteration of the existing junction pay to the Company the sum of two thousand six hundred pounds and so much of the said junction and signalling works in connexion therewith as is inside the boundary of the Company shall be maintained by the Company at the expense of the committee and so much of the said junction and the signalling works in connexion therewith as is inside the boundary of the committee shall be maintained by and at the expense of the committee:

(7) If any difference shall arise between the engineer and the Company's engineer as to the reasonableness of the plans sections and specifications herein-before provided for or as to any other matter provided for in this section such difference shall be referred to and be determined by an engineer to be agreed upon by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the committee and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

A.D. 1912.

For protec-
tion of the
two Com-
panies.

24. The following provisions for the protection of the two Companies shall unless otherwise agreed between the Company and the two Companies apply and have effect (that is to say):—

(1) Notwithstanding anything contained in this Act or shown upon the deposited plans the Company shall not enter upon take use purchase or interfere with any property of the two Companies except that the Company may purchase and take and the two Companies may and shall sell and grant according to their estate and interest in and subject to all easements rights and covenants affecting the property of the two Companies such an easement or right as shall be necessary for the purpose of constructing using and maintaining Widening (No. 4) by this Act authorised so far as the same is according to this Act to be constructed on across or under the property of the two Companies :

(2) All works to be constructed by the Company affecting the property of the two Companies shall be constructed and maintained in such manner and upon such terms and conditions as may be agreed between the Company and the two Companies or in case of difference as shall be determined by an engineer to be appointed as arbitrator by the President of the Institution of Civil Engineers on the application of either party after notice to the other and the Arbitration Act 1889 or any statutory modification thereof shall apply to the arbitration and the arbitrator shall have due regard to the rights and obligations of the Company and the two Companies respectively under any existing Acts agreements or arrangements.

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

25. For the protection of the Doncaster Rural District Council (herein-after in this section referred to as "the council") the following provisions shall apply and take effect (that is to say):—

(1) In the construction of the widenings by this Act authorised so far as the same are within the district of the council the tunnels carrying any public foot-paths under the railway shall be extended under the widened portion of the railway and the extended

portions of such tunnels shall not be of a less width and height than the width and height respectively of the existing tunnels: A.D. 1912.

- (2) In the event of the Company interfering with any sewer belonging to the council the Company shall to the reasonable satisfaction of the council reinstate the same or provide a substituted sewer and any sewer so substituted shall when completed be as fully under the direction jurisdiction and control of the council as the sewer for which it was substituted:
- (3) Notwithstanding anything shown upon the deposited plans the bridge proposed to be constructed in order to carry the road leading from Doncaster to Kirk Sandall (being the road numbered 7 in the parish of Kirk Sandall) over the railway of the Company shall be carried across the railway and widenings by means of a skew bridge so that the approaches to the said skew bridge shall be as far as reasonably practicable on the straight with the line of the said bridge.

26. For the protection of the Glanford Brigg Rural District Council (in this section called "the council") the following provisions shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

For protection of Glanford Brigg Rural District Council.

- (1) The new bridge by this Act authorised to be constructed by the Company for carrying their railway over the road numbered on the deposited plans 26 and 50 in the parish of Barnetby-le-Wold shall be constructed and properly maintained by the Company with a width between the abutment walls thereof of not less than twenty-eight feet clear measured on the square and the headway thereof shall not be less than fifteen feet clear at any point between the road surface and the underside of the girders supporting the floor of the bridge and shall be rendered watertight and constructed so as to prevent so far as is reasonably practicable water dripping on to the surface of the road or footpath thereunder:
- (2) The Company shall properly make up so much of the said road as may be altered under the powers of this Act and so far as may be necessary shall erect and

A.D. 1912.

thereafter maintain proper and sufficient retaining walls at the sides thereof and shall construct a footway on one side thereof not less than five feet wide and also shall properly make up so much of the road numbered on the deposited Plans 25 in the said parish of Barnetby-le-Wold as may be altered under the powers of this Act and shall make provision for the efficient drainage of the said portion of the said roads and the said footpath so as to prevent water standing thereon to the reasonable satisfaction of the surveyor of the council and shall provide and maintain under the said bridge two oil lamps affixed to the abutments and keep the same lighted between one hour after sunset and one hour before sunrise :

- (3) The bridge to be constructed by the Company for carrying the Bigby and Melton Ross public road numbered on the deposited Plans 84 in the parish of Barnetby-le-Wold and 3 and 4 in the parish of Melton Ross over the railway of the Company shall be constructed as a girder bridge with a width between the parapets or fences thereof of twenty-five feet measured on the square and the bridge to be constructed by the Company for carrying the Ulceby to Brocklesby public road numbered on the deposited Plans 13 in the parish of Ulceby over the said railway shall be constructed as a girder bridge with a width of thirty feet between the parapets or fences thereof measured on the square All such parapets or fences shall not be less than four feet in height above the level of the adjoining road and the roadway of each such bridge and the raised approaches thereto respectively shall for ever be maintained by the Company to the reasonable satisfaction of the council :
- (4) The Company shall not alter or interfere with the existing level of any road in the rural district of Glanford Brigg (in this section called "the district") except as shown on the deposited plans without the previous consent in writing of the council :
- (5) All works executed under the powers of this Act affecting any road sewer or other property of or vested in the council shall be executed in accordance with plans sections and specifications thereof previously delivered

to and reasonably approved in writing by the council or by an arbitrator appointed as herein-after provided and under the superintendence and to the reasonable satisfaction of the surveyor of the council. Provided that such plans sections and specifications shall be deemed to be approved if objection thereto is not delivered in writing to the Company within twenty-eight days of the delivery of the same to the council:

A.D. 1912.

(6) The Company shall so execute any works by this Act authorised as to interfere as little as possible with the traffic on any road in the district and shall during the execution and until the completion of the same light and watch the same and any portion of any road interfered with or affected thereby so far as may be reasonably necessary to prevent danger or accident to persons and vehicles using the said roads and the Company shall well and efficiently and to the satisfaction of the surveyor of the council restore the surface of any street or road or restore or replace with a proper substitute any sewer or other work of the council interfered with or disturbed under the powers of this Act:

(7) If any difference shall arise between the Company and the council under this section the same shall be determined by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party after notice to the other by the President of the Institution of Civil Engineers or an engineer to be appointed by him and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

27. The Midland Railway Company shall have and be entitled to the same running and other powers and the same rights and privileges over and in respect of Widening (No. 3) authorised by the Act of 1907 and the widening of any portion of the railway of the Company widened under the powers of this Act as they now have or are entitled to over or in respect of the portion of railway so widened.

Running powers to Midland Railway Company.

28. The Lancashire and Yorkshire Railway Company shall have and be entitled to the same running and other powers and the same rights and privileges over and in respect of so much

Powers to Lancashire and Yorkshire Rail-

A.D. 1912. of Widening (No. 4) of the Company's Barnsley to Barnetby
way Com- Railway by this Act authorised as lies between the junction
pany in respect of therewith at Kirk Sandall of the railways authorised by the
Widening South Yorkshire Joint Railway Act 1903 and the termination
(No. 4). of the said widening as they now have or are entitled to in
respect of the said portion of the said Barnsley to Barnetby
Railway by this Act authorised to be widened.

Running powers to Great Northern Railway Company. **29.** The Great Northern Railway Company shall have and be entitled to the same running and other powers and the same rights and privileges over and in respect of the widening of any portion of the railway of the Company widened under the powers of this Act as they now have or are entitled to over or in respect of the portion of railway so widened.

Extending powers of North Eastern Railway Company to Widening (No. 4). **30.** All running and other powers rights and facilities which the North Eastern Railway Company possess or are entitled to or may exercise over upon or with reference to the Company's Barnsley to Barnetby Railway shall extend and apply to Widening (No. 4) by this Act authorised.

Confirming agreement between Company and North Eastern Railway Company. **31.** The agreement made between the Company and the North Eastern Railway Company as set forth in the Fourth Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

For protection of West Riding County Council. **32.** In the execution of the works and the exercise of the powers by this Act authorised the following provisions for the protection of the county council of the West Riding of Yorkshire (in this section called "the county council") shall notwithstanding anything shown on the deposited plans and sections or contained in this Act have effect unless otherwise agreed in writing between the Company and the county council (that is to say):—

(1) The Company shall either before or simultaneously with the construction of the Widening (No. 2) by this Act authorised construct to the reasonable satisfaction of the county council and subject to the provisions of this section the diversion by this Act authorised of the Doncaster and Tinsley (Swinton Branch) main road in the parishes of Denaby and Mexborough:

(2) The said road diversion shall be constructed by the Company with a width of not less than thirty-three feet throughout and a gradient not steeper than

1 in 30 and the Company shall to the satisfaction of the surveyor of the county council construct a kerbed footpath of not less than five feet six inches in width at one side thereof:

- (3) The bridges for carrying the said road diversion over the railway and the River Don respectively shall be of a strength to carry a rolling load of forty tons upon a four-wheeled carriage having a wheel base of twelve feet ten inches and drawn by a locomotive weighing twenty tons with a wheel base of ten feet:
- (4) The widening of the bridges whereby the widenings of railway by this Act authorised are carried over the Brampton Bierlow and Hooton Roberts (Swinton Branch) main road in the parishes of Swinton and Mexborough and over the Worksop and Attercliffe main road in the parish of Handsworth shall be carried out by means of girder or arch bridges which shall be constructed to the reasonable approval of the surveyor of the county council. The headway under the widened portion of such bridges shall be not less than the headway of the existing bridges respectively and the said widenings of such bridges shall be so far as practicable constructed so as to prevent the dropping of water upon the road beneath:
- (5) Not less than one month before commencing any works affecting any of the said roads the Company shall submit to the county council for their reasonable approval a plan and sections and particulars of the same and any difference between the Company and the county council as to any such plan section or particulars shall be determined by arbitration as hereinafter provided. Provided that if before the expiration of the said period of one month the county council shall not have intimated in writing to the Company their disapproval of the said plan section and particulars or any requirement with respect thereto they shall be deemed to have approved thereof:
- (6) All such works as aforesaid affecting the said roads shall be executed to the reasonable satisfaction of the surveyor of the county council:
- (7) If any difference shall arise under this section such difference shall be determined by arbitration by an

A.D. 1912.

arbitrator to be agreed on between the parties or failing such agreement to be appointed on the application of any of the parties by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 so far as the same are applicable shall apply to any such arbitration.

For further protection of Midland Railway Company.

33. Whereas the railway authorised by this Act commences by a junction with certain joint lines of the Company and the Midland Railway Company (herein-after referred to as "the joint Companies") which joint lines are described and referred to in an agreement dated the first of October one thousand eight hundred and ninety-six and made between the Midland Railway Company of the one part and the Company by their then name of the Manchester Sheffield and Lincolnshire Railway Company of the other part:

Be it enacted that from and after the opening for traffic of the railway hereby authorised the Company shall pay to the joint Companies in respect of the user of the said joint lines for traffic passing to or from the railway hereby authorised seventy-five per cent. of a chainage division of the receipts attributable to the length of the said joint lines so used by the Company after deductions of terminals paid-ons paid-outs and proportions due or paid to other companies.

Railway deposit fund not to be repaid except so far as railway opened.

34. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of one thousand two hundred and fifty-nine pounds seven shillings and sixpence two and a half per centum consolidated stock (herein-after referred to as "the railway deposit fund") being equal to five per centum upon the amount of the estimate in respect of the railway authorised by this Part of this Act and a sum of thirty-two thousand three hundred and thirty-two pounds eight shillings and elevenpence two and a half per centum consolidated stock (herein-after referred to as "the works deposit fund") being equal to five per centum upon the estimate in respect of the widenings of railway authorised by this Part of this Act and four per centum upon the estimate in respect of the river diversion authorised by this Part of this Act and four per centum upon the estimate in respect of the lengthening of the bridge at Crosby mines authorised by this Act have been transferred into the name of the Paymaster-General for and on behalf of the Supreme Court

in respect of the application to Parliament for this Act Be it A.D. 1912.
enacted that notwithstanding anything contained in the said
Act the said railway deposit fund shall not be paid or trans-
ferred to or on the application of the person or persons or the
majority of the persons named in the warrant or order issued
in pursuance of the said Act or the survivors or survivor of
them (which persons survivors or survivor are or is in this Act
referred to as "the depositors") unless the Company shall pre-
viously to the expiration of the period limited by this Act for
completion of the railway open the same for public traffic and
if the Company shall make default in so opening the railway
the railway deposit fund shall be applicable and shall be applied
as provided by the next following section Provided that if
within such period as aforesaid the Company open any portion
of the railway for public traffic then on the production of a
certificate of the Board of Trade specifying the length of the
portion of the railway opened as aforesaid and the portion of
the railway deposit fund which bears to the whole of the railway
deposit fund the same proportion as the length of the railway
so opened bears to the entire length of the railway the High
Court shall on the application of the depositors order the portion
of the railway deposit fund specified in the certificate to be
paid or transferred to them or as they shall direct and the certi-
ficate of the Board of Trade shall be sufficient evidence of the
facts therein certified and it shall not be necessary to produce
any certificate of this Act having passed anything in the above-
mentioned Act to the contrary notwithstanding.

35. If the Company do not previously to the expiration Application
of the period limited for the completion of the railway complete of railway
the same and open it for public traffic then and in every such deposit fund.
case the railway deposit fund or so much thereof as shall not
have been paid to the depositors shall be applicable and after
due notice in the London Gazette shall be applied towards com-
pensating any landowners or other persons whose property has
been interfered with or otherwise rendered less valuable by the
commencement construction or abandonment of the railway or
any portion thereof or who have been subjected to injury or
loss in consequence of the compulsory powers of taking property
conferred upon the Company by this Act and for which injury
or loss no compensation or inadequate compensation has been
paid and shall be distributed in satisfaction of such compen-
sation as aforesaid in such manner and in such proportion as to

A.D. 1912. the High Court may seem fit And if no such compensation is payable or if a portion of the railway deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the railway deposit fund 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 undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the depositors Provided that until the railway deposit fund has been repaid or re-transferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Release of
works de-
posit fund.

36. On the application of the depositors in a summary way at any time after the passing of this Act the High Court may and shall order that the works deposit fund of thirty-two thousand three hundred and thirty-two pounds eight shillings and elevenpence two and a half per centum consolidated stock and the interest and dividends thereon shall be transferred and paid to the depositors or to any other person or persons whom the depositors may appoint in that behalf.

Diversion of
footpaths.

37. The Company may stop up and divert in the manner shown on the deposited plans the public footpaths herein-after described and subject to the provisions of this Act the Company may enter upon take and use so much of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for those purposes (that is to say):—

In the county of York (West Riding):—

Wors-
borough.

In the parish and urban district of Worsborough the Company may stop up and divert the footpath leading from Worsborough to Blacker Hill commencing at a point where the said footpath crosses the western boundary fence of the Company's Chapeltown Branch Railway and terminating at a point where the said footpath crosses the eastern boundary fence of the Company's said railway substituting therefor a new

footpath passing between the said points of commencement and termination by way of the existing footbridge over the said railway: A.D. 1912.

Provided that notwithstanding anything contained in this Act or shown upon the deposited plans the footpath leading from Worsborough to Blacker Hill shall be diverted to the position and in the manner shown in red upon the plan signed in duplicate by the Right Honourable John Henry Whitley the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which plan has been deposited in the Private Bill Office of the House of Commons and one copy in the Office of the Clerk of the Parliaments of the House of Lords.

In the county of Lancaster:—

In the parish and borough of Ashton-under-Lyne the Company may stop up the footpath level crossing known as Cricket Field Level Crossing over the Lancashire and Yorkshire Railway and the Company's railway in course of construction and the Company may stop up the public footpath on the northern side of the said railways leading to the said level crossing for a length of two and a half chains or thereabouts measured along the said footpath in a northerly direction from the northern boundary fence of the Lancashire and Yorkshire Railway substituting therefor a new footpath commencing at or near the north-eastern corner of the enclosure numbered 595 on the 1/2500 Ordnance map (first edition) 1894 sheet CV.-6 and terminating at a point in the new road in continuation of Richmond Street in course of construction distant seven and a half chains or thereabouts measured in a north-westerly direction along the said road from the bridge carrying the said road over the railway of the Lancashire and Yorkshire Railway Company: Ashton-under-Lyne.

Provided that neither the said footpath level crossing nor the said public footpath shall be stopped up by the Company until the new road in continuation of Richmond Street now in course of construction shall have been completed to the satisfaction of the mayor aldermen and burgesses of the borough of Ashton-under-Lyne or their surveyor and opened for public use from the point marked D on the deposited plan to the south

A.D. 1912. side of the Oldham Ashton and Guide Bridge Junction Railway shown on the said plan nor until the said new footpath shall have been completed to the like satisfaction and opened for public use and notwithstanding anything contained in this Act the Company shall repair and maintain the said new footpath to the reasonable satisfaction of the said mayor aldermen and burgesses for a period of twelve months from the date upon which the same is completed and opened as aforesaid.

In the county of Derby:—

Chesterfield.

In the parish and borough of Chesterfield the Company may stop up and divert so much of the footpath leading from Mansfield Road to Hollis Lane as is carried by the existing footbridge over Clayton Street substituting therefor a new footpath on the level of Clayton Street commencing and terminating at or about the points of commencement and termination of the footpath to be stopped up.

In the county of Flint:—

Hope.

In the parish of Hope and the rural district of Hawarden the Company may stop up and divert the footpath leading from Fellows Lane to Hope Road for a length of five chains or thereabouts commencing at a point four chains or thereabouts measured along Fellows Lane in a westerly direction from the centre of the bridge carrying Fellows Lane over the railway of the Company between Caergwrle Castle and Wells and Hope Village Stations and terminating at a point where the said footpath crosses the eastern boundary fence of the Company's said railway substituting therefor a new footpath commencing at a point forty yards or thereabouts measured along Fellows Lane in an easterly direction from the centre of the said bridge and terminating at or about the termination of the footpath to be stopped up.

Additional
lands for
Company.

38. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may enter upon take use and appropriate for the general purposes of their undertaking and works connected therewith and for providing increased accommodation all or any of the lands following delineated on the deposited plans and described in the deposited book of reference relating

thereto and may hold for all the purposes of their said undertaking such of those lands as have already been purchased and the same shall be deemed to be lands acquired under the powers of this Act (that is to say):—

In the county of York (West Riding):—

Certain lands in the township and county borough of Sheffield bounded on the north side thereof by the Park Yard Branch Railway of the Company on the south side thereof by the railway of the Nunnery Colliery Company Limited on the north-west side thereof by Blast Lane and on the east side thereof by the railway of the Midland Railway Company.

In the county of Lincoln (Parts of Lindsey): —

A triangular strip of land situate in the parish of Althorpe in the rural district of the Isle of Axholme adjoining the western side of the road leading from Althorpe to Keadby between two points in the said road four chains and five and a half chains or thereabouts measured along the said road in a northerly direction from the centre of the level crossing near Althorpe Station:

A strip of land situate in the said parish of Althorpe fourteen chains or thereabouts in length extending in a direction parallel with the fence of the Company's railway from a point adjoining the road leading from Althorpe to Keadby four and a quarter chains or thereabouts measured along the said road in a northerly direction from the centre of the said level crossing to a point one and a quarter chains or thereabouts measured in a westerly direction from the west bank of the River Trent.

In the county of Chester:—

Certain lands situate in the parish and borough of Dukinfield lying under and adjoining the Guide Bridge and Ashton Railway of the Company bounded on the south-western side by Station Street and extending in a north-easterly direction to a point ninety-five yards or thereabouts measured along the said railway from the north-east side of the said road.

39. The Company may hold and may use and appropriate for the general and other purposes connected with their undertaking so much of the following lands as may have been or may

Company may hold certain lands already acquired.

A.D. 1912: hereafter be acquired by them by agreement or on their behalf and are delineated on plans signed in duplicate by the Most Honourable Frederick William Fane Hervey Marquess of Bristol the Chairman of the Select Committee of the House of Lords to whom the Bill for this Act was referred one copy of which plans has been deposited in the Private Bill Office of the House of Commons and one copy in the Office of the Clerk of the Parliaments of the House of Lords and the expenditure of money by the Company in or about the purchase of the said lands is hereby sanctioned and confirmed. Provided that the said lands so acquired by the Company shall for the purposes of section 3 of the Housing of the Working Classes Act 1903 be deemed to have been acquired under the powers of this section. The lands above referred to and by this section authorised to be held used and appropriated are as follows:—

In the county of York (West Riding):—

Bradford.

Certain lands situate in the city of Bradford bounded on the easterly side thereof by the middle line of Lower Ernest Street on the westerly side by Adolphus Street on the northerly side by property belonging or reputed to belong to the Bradford Old Bank Limited and on the southerly side by the middle line of a back road

In the county of Leicester:—

Leicester.

Certain lands situate in the parish of Saint Martin in the borough of Leicester forming the corner of East Gates and Gallowtree Gate.

In the county of Nottingham:—

Worksop.

A strip of land in the parish of Worksop situate on the north-eastern side of and adjoining the Shireoaks and Worksop Railway of the Company and extending from a point measured along the boundary fence of that railway eleven and a half chains or thereabouts in a north-westerly direction from the Worksop Sidings Signal Box to a point measured along the said boundary fence five chains or thereabouts in a south-easterly direction from the said signal box.

PART III.

NEW RAILWAYS FOR GREAT CENTRAL AND HULL AND BARNSELY RAILWAY COMPANIES.

Transfer of
railways
from Com-

40. The powers conferred on the Company by the Act of 1909 for the construction maintenance and working of Railway

(No. 6) and so much of Railway (No. 5) authorised by that Act as lies to the south of the junction therewith of Railway (No. 3) authorised by and described in section 7 of the Act of 1910 and any lands acquired or works constructed therefor at the passing of this Act are hereby transferred to the Company and the Hull and Barnsley Railway Company jointly and shall be exercised held and used by the Company and the Hull and Barnsley Railway Company as part of their joint undertaking and notwithstanding anything contained in the Act of 1909 the said Railway (No. 6) and portion of Railway (No. 5) (herein-after referred to as "the transferred railways") shall for the purposes of tolls rates and charges be deemed to be part of the joint undertaking of the Company and the Hull and Barnsley Railway Company authorised by the Hull and Barnsley Railway Act 1909:

A.D. 1912.
pany to
Company
and Hull and
Barnsley
Railway
Company
jointly.

Provided that where traffic of any kind is conveyed directly between the transferred railways and the railways of the Company the transferred railways shall for the purpose of calculating maximum tolls rates and charges be deemed to be part of the undertaking of the Company:

Provided always that all running and other powers rights and facilities granted and secured to the North Eastern Railway Company and to any company or person lawfully working or using their railways by section 11 of the Act of 1910 in respect of Railway (No. 6) and so much of Railway (No. 5) above mentioned shall continue to extend and apply to the said railways when transferred to the Company and the Hull and Barnsley Railway Company.

41. The costs and expenses incurred by the Company in obtaining the powers for the said Railway No. 6 and portion of Railway No. 5 and the transfer of the said powers under this Act or otherwise in connexion therewith shall be part of the expenses attributable to capital to be contributed by the Company and the Hull and Barnsley Railway Company under the provisions of the Hull and Barnsley Railway Act 1909 and the Act of 1910.

As to costs
of obtaining
powers for
transferred
railways.

42. Subject to the provisions of this Act the Company and the Hull and Barnsley Railway Company may make and maintain in the lines or situation and within the limits of deviation shown on the deposited plans and according to the levels shown on the deposited sections the railway and works herein-after described with all proper stations sidings junctions approaches works and conveniences connected therewith and may enter upon take and

Power to
make devia-
tion railway.

A.D. 1912. use such of the lands delineated on the deposited plans relating thereto and described in the deposited book of reference as may be required for those purposes or for the general purposes of their joint undertaking. The railway and works herein-before referred to and authorised by this Part of this Act are —

In the county of York (West Riding):—

A deviation railway 2 furlongs 5·5 chains in length being a deviation of Railway No. 4 authorised by the Hull and Barnsley Railway Act 1909 commencing in the parish or township of Owston in the rural district of Doncaster at a point on that railway one mile four furlongs or thereabouts measured along the centre line of that railway from the commencement thereof and terminating in the parish or township of Skellow in the said rural district in the enclosure numbered twelve in that parish on the 1/2500 Ordnance map (second edition) 1906 sheet CCLXXVI.-4.

Tolls rates and charges on deviation railway.

43. The deviation railway authorised by this Part of this Act shall for the purposes of tolls rates and charges and for all other purposes whatsoever be deemed to be part of the joint undertaking of the Company and the Hull and Barnsley Railway Company and the provisions of the Hull and Barnsley Railway Act 1909 as amended by the Act of 1910 with respect to Railway (No. 4) authorised by the said Act of 1909 and the joint undertaking of the Company and the Hull and Barnsley Railway Company shall so far as applicable extend and apply to the construction maintenance and use of the said deviation railway.

For protection of Midland Railway Company.

44. Notwithstanding anything contained in section 23 of the Act of 1909 the running powers conferred on the Midland Railway Company by section 50 of the Hull and Barnsley Railway Act 1909 over the joint undertaking of the Company and the Hull and Barnsley Railway Company shall extend and apply to the railways proposed by this Act to be transferred to the joint undertaking and to the proposed deviation of Railway (No. 4) authorised by the Hull and Barnsley Railway Act 1909.

Extending powers of North Eastern Railway Company in respect of Railway (No. 4) to

45. All running and other powers rights and facilities granted and secured to the North Eastern Railway Company or to any other company or person lawfully working or using their railways by section 52 of the Hull and Barnsley Railway

Act 1909 in respect of Railway (No. 4) by that Act authorised shall extend and apply to the deviation of that railway authorised by this Act. A.D. 1912.
deviation of
that railway.

46. If the Company and the Hull and Barnsley Railway Company fail within the period limited by this Act to complete the deviation railway authorised by this Part of this Act the Company and the Hull and Barnsley Railway 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 deviation railway is completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the deviation railway and 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. And 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 herein-after provided. But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company and the Hull and Barnsley Railway Company were prevented from completing or opening the deviation railway authorised by this Part of this Act 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. Penalty imposed unless deviation railway opened within time limited.

47. 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 deviation railway authorised by this Part of this Act or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company and the Hull and Barnsley Railway Company by this Act for the purposes Application of penalty.

A.D. 1912. of the deviation 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 And 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 and the Hull and Barnsley Railway Company are insolvent or the deviation railway or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company and the Hull and Barnsley Railway Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the Company and the Hull and Barnsley Railway Company.

Abandonment of portions of railway authorised by Hull and Barnsley Railway Act 1909.

48. The Company and the Hull and Barnsley Railway Company may and shall abandon the construction of so much of the Railway No. 4 authorised by the Hull and Barnsley Railway Act 1909 as lies between the commencement of the deviation railway authorised by this Part of this Act and the termination of Railway No. 4 authorised by the Hull and Barnsley Railway Act 1909.

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

49. The abandonment by the Company and the Hull and Barnsley Railway Company under the authority of this Act of any portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company and the Hull and Barnsley Railway Company or either of them on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company and the Hull and Barnsley Railway Company or either of them to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Hull and Barnsley Railway Act 1909.

50. Where before the passing of this Act any contract has been entered into or notice given by the Company and the Hull and Barnsley Railway Company or either of them for the purchasing of any land for the purposes of or in relation to any portions of the railways or works authorised to be abandoned by this Act the Company and the Hull and Barnsley Railway Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company or the Hull and Barnsley Railway Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

A.D. 1912.
—
Compensation to be made in respect of portions of railways abandoned.

51. The Hull and Barnsley Railway Company may apply to the purposes of this Part of this Act to which capital is properly applicable any of the moneys which they now have in their hands or which they are already authorised to raise and which may not be required by them for the purposes to which the same are made specially applicable.

Application of capital by Hull and Barnsley Railway Company.

PART IV.

NEW WORKS AND ADDITIONAL LANDS FOR WEST RIDING AND GRIMSBY RAILWAY.

52.—(1) Subject to the provisions of this Act the Company and the Great Northern Railway Company (in this Part of this Act referred to as "the two Companies") may make in the line and according to the levels shown on the deposited plans and sections the works herein-after described and may exercise the powers herein-after mentioned (that is to say):—

Public road diversion at Carcroft.

A diversion and alteration of the public road leading from Carcroft to Adwick-le-Street and crossing the Stainforth Branch of the West Riding and Grimsby Railway of the two Companies on the level at Carcroft level crossing such diversion and alteration commencing by a junction with the said road at a point therein about seven and a half chains north-west of the centre of the

A.D. 1912.

said level crossing and terminating by a junction with the said road at or near the junction of the said road with Bentley Moor Lane.

Upon the completion and opening for public use of the diversion of the public road herein-before described the two Companies may stop up (A) so much of the existing road as lies between the commencement and termination of the said diversion (B) so much of the footpath leading from Adwick-le-Street to Carcroft across the main line of the West Riding and Grimsby Railway and the Stainforth Branch of that railway as lies between the northernmost corner of Adwick Mill and the point at which the said footpath joins the public road leading from Adwick-le-Street to Skellow about seven chains south-east of the Carcroft Post Office and (c) the footpath in the said township of Adwick-le-Street leading from the above-mentioned existing footpath at the north-eastern end of the level crossing of the said main line of railway by that footpath to the Carcroft and Adwick-le-Street Station on that railway and may abolish the said Carcroft level crossing and the level crossings of the said main line and Stainforth Branch by the said first-mentioned footpath.

(2) The stopping up of the existing road and public footpaths and the abolition of the said level crossings or any portion thereof respectively shall not take place until the diversion and alteration of the public road by this section authorised is completed to the satisfaction of the road authority and is open for public use or in case of difference between the two Companies on the one hand and the road authority on the other hand until two justices shall have certified that the new road has been completed to their satisfaction and is open for public use.

(3) Before applying to the justices for their certificate the two Companies shall give to the road authority seven days' notice in writing of their intention to apply for the same.

(4) As from the completion of the new road to the satisfaction of the road authority or as from the date of the said certificate as the case may be all rights of way over or along the portions of the existing road and footpaths by this Part of this Act authorised to be stopped up and the said level crossings shall be extinguished and the two Companies 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 West Riding and Grimsby

Railway undertaking the site and soil of the said level crossings and of the portion of road and footpaths stopped up so far as such portion of road and footpaths are respectively bounded on both sides by lands of the two Companies or if the two Companies are not the owners of the lands on both sides of such portion of the said road or footpaths as the owner or owners of such lands may agree with the two Companies :

A.D. 1912.

Provided that the two Companies 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.

53. Notwithstanding anything shown upon the deposited plans the bridge proposed to be constructed in order to carry the road numbered 2 in the parish of Skellow over the railway of the two Companies shall be of a width of not less than thirty feet measured from fence to fence.

Width of bridge at Carcroft.

54. The provisions of so much of the Railways Clauses Consolidation Act 1845 and the Railways Clauses Act 1863 as relates to the construction of a railway the temporary occupation of lands and the crossing of roads and construction of bridges shall subject to the provisions of this Act apply to the road diversion authorised by this Part of this Act as if the same were part of a railway.

Application of Railways Clauses Acts to road diversion.

55. Subject to the provisions of this Act and within the limits of deviation defined on the deposited plans the two Companies in connexion with and as part of the road diversion authorised by this Part of this Act may make junctions and communications with any existing streets or roads intersected or interfered with by the said road diversion and may alter the line or level of any existing street or road for the purpose of connecting the same with the said road diversion and may raise lower alter and interfere with any drain or sewer providing a proper substitute before interrupting the flow of drainage or sewage in any such drain or sewer and all substituted drains and sewers shall be under the same jurisdiction care management and direction as the existing drains and sewers for which they may be so substituted.

Power to make subsidiary works.

56. The Company may in constructing the road diversion authorised by this Part of this Act deviate from the lines

Limits of deviation for road diversion.

A.D. 1912. thereof as shown upon the deposited plans to any extent not exceeding the limits of deviation shown upon those plans and they may deviate from the levels thereof as shown upon the deposited sections to any extent not exceeding three feet upwards and three feet downwards. Provided that in the exercise of the powers of this section the gradients of any part of the said road diversion shall not be altered so as to make the same steeper than those shown on the deposited sections.

As to maintenance of diverted road.

57. The road diversion authorised by this Part of this Act shall be maintained and repaired by and at the expense of the authority responsible for the maintenance and repair of the portions of the existing road by this Part of this Act authorised to be stopped up which are situate on each side of the said Stainforth Branch but the two Companies and the Hull and Barnsley Railway Company shall at their own expense maintain and keep in repair the structure of the bridge carrying the said road diversion over the said Stainforth Branch and the deviation railway by this Act authorised.

Power to two Companies to acquire lands.

58. Subject to the provisions of this Act the two Companies may enter upon take use and purchase compulsorily or by agreement for the purposes of the works authorised by this Part of this Act and for the general purposes of their joint undertaking all or any of the lands delineated on the deposited plans and described in the deposited book of reference as intended to be taken or used for those purposes and also the following lands:—

In the county of York (West Riding):—

A strip of land about twenty-two yards wide in the parish or township of Skellow adjoining the Stainforth Branch Railway of the two Companies on the northern side thereof bounded on the west by property of the two Companies and on the east and north-east by the bank of the stream or drain known as Well Sike;

and the two Companies may hold and use for all or any of the said purposes such of the said lands as have already been purchased by or on behalf of the two Companies and the same shall be deemed to be lands acquired compulsorily under the powers of this Act.

Powers of this Part of Act may be exercised

59. The powers by this Part of this Act conferred upon the two Companies may if so agreed between the two Companies be exercised by either of them and in the event of any

such powers being exercised by one of the two Companies the provisions of this Act shall be read and construed with reference to the powers so exercised as if the Company exercising the same had been mentioned therein instead of the two Companies.

A.D. 1912.
by either
Company.

60. The Great Northern Railway Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they now have in their hands or which they are already or which by virtue of any Act to be passed during the present session they may be authorised to raise and which may not be required for the purposes to which the same are made specially applicable.

Power to
Great
Northern
Railway
Company to
apply funds
to purposes
of Act.

61. The Company the Hull and Barnsley Railway Company and the Great Northern Railway Company and any joint committee representing two or more of those Companies or any of those Companies or committees may enter into and carry into effect an agreement or agreements in relation to the construction maintenance and use of the works authorised by the Parts of this Act entitled "New railways for Great Central and Hull and Barnsley Railway Companies" and "New works and additional lands for West Riding and Grimsby Railway" and by such agreement or agreements may apportion the expenses of constructing and maintaining the said works among the Companies or committees parties to such agreement or agreements.

Agreements
with respect
to works at
Carcroft.

PART V.

WORKS FOR NORTH LINDSEY LIGHT RAILWAYS COMPANY.

62. The North Lindsey Light Railways Company may lengthen the bridge in the parish of Crosby and rural district of Glanford Brigg carrying the public road leading from Scunthorpe to Winterton over the North Lindsey Light Railway by executing the works at the northern end thereof shown upon the deposited plans and sections and may enter upon take and use so much of the lands shown upon the deposited plans and described in the deposited book of reference as may be necessary for that purpose.

Lengthening
of bridge at
Crosby.

63. The provisions of so much of the Railways Clauses Consolidation Act 1845 and the Railways Clauses Act 1863 as relates to the construction of a railway the temporary occupation of lands and the crossing of roads and construction of bridges

Application
of Railways
Clauses Acts
to lengthen-
ing of bridge.

A.D. 1912. shall subject to the provisions of this Act apply to the lengthening of the bridge authorised by this Part of this Act as if the same were part of a railway.

For protection of Scunthorpe Urban District Council.

64. 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 electric cables or wires and electric apparatus of the Scunthorpe Urban District Council along or under the road in Crosby known as the Scunthorpe to Winterton Road in connexion with the Scunthorpe Urban District Council's water undertaking as if such electric cables or wires and apparatus were particularly mentioned in those sections and shall be construed as if the Scunthorpe Urban District Council were mentioned in those sections in addition to "company" or "society" Provided that any penalties recovered under section 23 in respect of such electric cables or wires or apparatus shall be appropriated to the fund of the water undertaking of the said council.

PART VI.

FURTHER POWERS FOR HUMBER COMMERCIAL RAILWAY AND DOCK COMPANY.

Confirming scheduled agreement between Humber Dock Company and Barton and Immingham Light Railway Company.

65. The agreement made between the Humber Dock Company and the Barton Company as set forth in the Second Schedule to this Act (in this Part of this Act referred to as "the scheduled agreement") is hereby confirmed and made binding upon the parties thereto and shall be carried into effect accordingly.

Vesting Barton Company's undertaking in Humber Dock Company.

66. Subject to the provisions of the scheduled agreement the undertaking of the Barton Company shall as on and from the thirty-first day of December one thousand nine hundred and twelve (in this Act called "the date of transfer") be and is hereby transferred to and vested in the Humber Dock Company and shall be held by the Humber Dock Company as part of their undertaking.

Part V. of Railways Clauses Act 1863 incorporated.

67. For the purposes of the transfer of the undertaking of the Barton Company to the Humber Dock Company Part V. (relating to amalgamation) of the Railways Clauses Act 1863 is incorporated with and forms part of this Act.

Officers of Barton Company not to be officers

68. Notwithstanding the amalgamation by this Part of this Act authorised the secretary or other officers (if any) of the

Barton Company shall not be or become officers of the Humber Dock Company. A.D 1912.

69. As from the date of transfer all the unexercised powers of the Barton Company of raising capital shall be and the same are hereby extinguished. Cancellation of capital powers of Barton Company.

70. As from the date of transfer the Barton Company shall by virtue of this Act be dissolved. Dissolution of Barton Company.

71. The lease to be granted by the Humber Dock Company to the Company in pursuance of the Humber Dock Acts and the agreements scheduled thereto shall include the undertaking railways lands and premises of the Barton Company transferred to the Humber Dock Company by this Act. Barton undertaking to be included in lease to Company.

72. Upon the vesting of the undertaking of the Barton Company in the Humber Dock Company the following railways shall be deemed to be one railway for the purpose of calculating the maximum rates and charges for all classes of traffic (that is to say):— Maximum rates and charges.

(A) Where traffic is conveyed over the Humber Dock Company's railway and the Barton and Immingham Light Railway those railways shall be deemed to be one railway:

(B) Where traffic is conveyed over the Great Central Railway and the Barton and Immingham Light Railway those railways shall be deemed to be one railway:

(C) Where traffic is conveyed over the Great Central Railway the Barton and Immingham Light Railway and the Humber Dock Company's railway those railways shall be deemed to be one railway.

73. Nothing in any agreement or lease made under the authority of this Act or the Humber Dock Acts shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Barton Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement or lease be at liberty Saving for Postmaster-General.

A.D. 1912. to exercise all the rights aforesaid notwithstanding that the undertaking of the Barton Company is owned leased or worked by the Company as freely and fully in all respects as he was entitled to do before the making of any such agreement or lease as aforesaid.

Price paid for Barton Company's undertaking to be reckoned for purposes of Humber Dock rent.

74. All capital sums paid or to be paid by the Humber Dock Company to the Barton Company or the shareholders or liquidator thereof as consideration for or in respect of the transfer of the undertaking of the Barton Company to the Humber Dock Company shall for the purposes of determining the rent payable by the Company for the lease of the Humber Dock Company's undertaking be included in the estimate of capital expenditure of the Humber Dock Company in carrying into effect the Humber Dock Acts and section 87 (Amending agreement for lease of Humber Dock) of the Act of 1909 shall be read and have effect accordingly.

Humber Dock Company may hold certain lands already acquired.

75. The Humber Dock Company may hold and may use and appropriate for the general and other purposes connected with their undertaking so much of the following lands as may have been or may hereafter be acquired by them by agreement or on their behalf and are delineated on plans signed in duplicate by the Most Honourable Frederick William Fane Hervey Marquess of Bristol the Chairman of the Select Committee of the House of Lords to whom the Bill for this Act was referred one copy of which plans has been deposited in the Private Bill Office of the House of Commons and one copy in the Office of the Clerk of the Parliaments of the House of Lords and the expenditure of money by the Humber Dock Company in or about the purchase of the said lands is hereby sanctioned and confirmed Provided that the said lands so acquired by the Humber Dock Company shall for the purposes of section 3 of the Housing of the Working Classes Act 1903 be deemed to have been acquired under the powers of this section The lands above referred to and by this section authorised to be held used and appropriated are as follows:—

In the county of Lincoln (Parts of Lindsey):—

Certain lands situate in the parishes of North Killingholme and South Killingholme in the rural district of Glanford Brigg adjoining the southern boundary fence of the railway of the Humber Dock Company and

extending from the bridge carrying East Field Road over the said railway to a point measured along the said railway in a westerly direction twenty-five chains or thereabouts from the said bridge. A.D. 1912.

76. The Humber Dock Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole five hundred thousand pounds by the issue of new ordinary shares or stock but the Humber Dock Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof. Power to Humber Dock Company to raise additional capital.

77. Except as by this Act otherwise provided the capital in new shares or stock created by the Humber Dock Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Humber Dock Company of the same class or description and the new shares or stock were shares or stock in that capital. New shares or stock to be subject to same incidents as other shares or stock.

78. The capital in new shares or stock so created shall form part of the capital of the Humber Dock Company. New shares or stock to form part of capital of Humber Dock Company.

79. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Humber Dock Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called up and paid on such new shares or to the whole amount of such stock as the case may be. Dividends on new shares or stock.

80. Subject to the provisions of the Humber Dock Acts and of this Act the Humber Dock Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by the Humber Dock Acts and this Act respectively authorised to raise by the creation and issue of new shares or stock. New and existing shares or stock may be of same class.

81. The Humber Dock Company may in respect of the additional capital of five hundred thousand pounds which they Power to Humber Dock Com-

A.D. 1912.

pany to
borrow.

are by this Act authorised to raise borrow on mortgage of their undertaking any moneys not exceeding in the whole one hundred and sixty-six thousand six hundred and sixty pounds and of that sum they may borrow one thousand pounds in respect of each three thousand pounds of the said additional capital but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one-third of such capital is paid up and the Humber Dock 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 shares for the whole of such capital have been issued and accepted and that one-third of such capital has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-third of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Humber Dock Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Humber Dock Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

PART VII.

FURTHER POWERS FOR SEAFORTH AND SEFTON JUNCTION RAILWAY COMPANY.

Seaforth
Company
may hold
certain lands
already
acquired.

82. The Seaforth Company may hold and may use and appropriate for the purposes of the works authorised by the Seaforth and Sefton Junction Railway Act 1904 and for the general and other purposes connected with their undertaking so much of the following lands as may have been or may hereafter be acquired by them by agreement or on their behalf and are delineated on plans signed in duplicate by the Most Honourable Frederick William Fane Hervey Marquess of Bristol

the Chairman of the Select Committee of the House of Lords to whom the Bill for this Act was referred one copy of which plans has been deposited in the Private Bill Office of the House of Commons and one copy in the Office of the Clerk of the Parliaments of the House of Lords and the expenditure of money by the Seaforth Company in or about the purchase of the said lands is hereby sanctioned and confirmed Provided that the said lands so acquired by the Seaforth Company shall for the purposes of section 3 of the Housing of the Working Classes Act 1903 be deemed to have been acquired under the powers of this section The lands above referred to and by this section authorised to be held used and appropriated are as follows:—

A.D. 1912.

In the county of Lancaster:—

Certain lands in the parish of Seaforth and the urban district of Waterloo-with-Seaforth together with the four messuages thereon known as Nos. 22 24 26 and 28 Ash Grove Seaforth:

Certain lands in the said parish together with the four messuages thereon known as Nos. 36 38 40 and 60 Caradoc Road Seaforth:

Certain lands in the said parish together with the five messuages thereon known as Nos. 8 10 12 14 and 16 Church Road Seaforth:

Certain lands in the said parish together with the three messuages thereon known as Nos. 8 10 and 12 Schubert Street Seaforth:

Certain lands in the said parish together with the messuage thereon known as No. 7 Bedford Place Seaforth.

83.—(1) The Seaforth Company may deviate in the manner shown on the deposited plans the diversion authorised by the Act of 1904 of the footpath leading from Sefton Road to Sterrix Lane and may extend the said diversion by stopping up and diverting a further portion of the said footpath substituting for the said footpath and the said authorised diversion thereof a new footpath passing over the authorised Seaforth and Sefton Junction Railway and along the south-eastern side thereof and terminating in Sterrix Lane and the Seaforth Company may enter upon take and use so much of the lands shown upon the

Footpath
diversion
at Sefton.

A.D. 1912. deposited plans and described in the deposited book of reference as may be required for that purpose.

(2) The stopping up of the said portions of footpath authorised by the Act of 1904 and by this Act to be stopped up shall not take place until two justices shall have certified that the new footpath substituted therefor has been completed to their satisfaction and is open for public use.

(3) Before applying to the justices for their certificate the Seaforth Company shall give to the road authority of the district in which the portions of footpath to be stopped is situate seven days' notice in writing of their intention to apply for the same.

(4) As from the date of the said certificate all public rights of way over or along the said portions of footpath shall be extinguished and the Seaforth 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 said portions of footpath stopped up as far as the same is bounded on both sides by lands of the Seaforth Company or if the Seaforth Company are not the owners of the lands on both sides of the said portions of footpath as the owner or owners of such lands may agree with the Seaforth Company.

(5) The new footpath to be made under the authority of this Act shall unless otherwise agreed when made and completed be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the footpath for which the new footpath is substituted now devolves.

(6) The provisions of section 58 subsection 5 of the Act of 1904 shall mutatis mutandis apply to the new footpath to be provided under the provisions of this section but the fence required to be constructed by the Seaforth Company on the north-westerly side of the footpath described in the said subsection shall be constructed on the south-easterly side of the new footpath to be provided under this section so far as the new footpath shall be co-extensive with the south-easterly boundary of the railway of the Seaforth Company provided that nothing in this subsection shall be deemed to place the Seaforth Company under any obligation or liability to maintain the said fence.

PART VIII.

A.D. 1912.

GENERAL PROVISIONS APPLICABLE TO THE TAKING OF LANDS
AND CONSTRUCTION OF WORKS.

84. This Part of this Act shall so far as applicable apply in the taking of lands and execution of works under the powers of this Act to the several companies upon whom powers for those purposes are conferred by this Act and in this Part of this Act the expression "the Company" wherever used means—

Application of this Part of Act and further interpretation.

In relation to the Part of this Act entitled "New works and additional lands for Great Central Railway Company" the Company;

In relation to the Part of this Act entitled "New railways for Great Central and Hull and Barnsley Railway Companies" the Company and the Hull and Barnsley Railway Company jointly;

In relation to the Part of this Act entitled "New works and additional lands for West Riding and Grimsby Railway" the two Companies;

In relation to the Part of this Act entitled "Works for North Lindsey Light Railways Company" the North Lindsey Light Railways Company;

In relation to the Part of this Act entitled "Further powers for Seaforth and Sefton Junction Railway Company" the Seaforth Company.

85. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed five acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Land for extraordinary purposes.

86. 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.

87. 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

Persons under disability may grant easements &c.

A.D. 1912. Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting 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.

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

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

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

compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

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

A.D. 1912.

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

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

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

Underpin-
ning of
houses.

89. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the railways and works authorised by this Act it may be necessary to underpin or otherwise strengthen the same Therefore the Company at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :—

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :

- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Board of Trade and the Arbitration Act 1889 shall apply to the reference : A.D. 1912.
- (4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment :
- (6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :

A.D. 1912.

(7) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act:

(8) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts:

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

As to private rights of way.

90. 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.

Stopping up road and footpaths in case of diversion.

91. Save as otherwise expressly provided by this Act where this Act authorises the diversion of a road or public footpath and the stopping up of an existing road or public footpath or any portion thereof such stopping up shall not take place until in the case of a new road the new road 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 has been completed to their satisfaction and is open for public use and in the case of a public footpath until two justices shall have certified that the new footpath has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate in the case of a new road the Company shall give to the road authority seven days' notice in writing of their intention to apply for the same.

As from the completion of the new road to the satisfaction of the road authority 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 portion thereof or over or along the existing footpath or portion thereof shall be extinguished and the Company may

A.D. 1912.

subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road or footpath stopped up as far as the same is bounded on both sides by lands of the Company or if the Company are not the owners of the lands on both sides of such portion of the said road or footpath as the owner or owners of such lands may agree with 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.

92. Save as otherwise expressly provided by this Act the new roads and footpaths to be made under the authority of this Act shall unless otherwise agreed when made and completed respectively be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the roads and footpaths for which the new roads and footpaths are substituted now devolves.

Provision as to repair of new roads and footpaths.

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

Company not liable to repair surface of road level of which is not permanently altered.

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

For protection of gas and water mains of local authorities.

95. If the railways by this Act authorised be not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the

Period for completion of railways.

A.D. 1912. — Company for making and completing the railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

For mutual protection of two Companies and Great Central and Hull and Barnsley Railway Companies.

96. The following provisions for the mutual protection of the two Companies on the one hand and the Company and the Hull and Barnsley Railway Company (in this section jointly referred to as "the Great Central and Hull Companies") on the other hand shall unless otherwise agreed in writing between the two Companies and the Great Central and Hull Companies under their respective common seals apply and have effect in the exercise of the powers of this Act:—

(1) Notwithstanding anything contained in this Act or shown upon the deposited plans—

(A) The Great Central and Hull Companies shall not enter upon take use purchase or interfere with any property belonging to or which may under the powers of this Act be acquired by the two Companies (in this section called "two Companies' property") except that the Great Central and Hull Companies may purchase and take and the two Companies may and shall sell and grant according to their estate and interest in and subject to all easements rights and covenants affecting the two Companies' property such an easement or right as shall be necessary for the purpose of constructing maintaining and using the deviation railway authorised by Part III. of this Act so far as the same is according to this Act to be constructed on across or under the two Companies' property;

(B) The two Companies shall not enter upon take use purchase or interfere with any property belonging to or which may under the powers of this Act be acquired by the Great Central and Hull Companies (in this section called "Great Central and Hull property") except that the two Companies may purchase and take and the Great Central and Hull Companies may and shall sell and grant according to their estate and interest in and subject to all easements rights and covenants affecting Great Central and Hull property such an easement or right as shall be necessary for the purpose

of constructing maintaining and using the works authorised by Part IV. of this Act so far as the same are according to this Act to be constructed on across or over Great Central and Hull property: A.D. 1912.

(2) All works to be constructed by the Great Central and Hull Companies affecting the two Companies' property and all works to be constructed by the two Companies affecting Great Central and Hull property shall be constructed and maintained in such manner and upon such terms and conditions (including the adjustment of boundaries of any land to be acquired by the two Companies or the Great Central and Hull Companies under the powers of this Act) as may be agreed between the two Companies and the Great Central and Hull Companies or in case of difference as shall be determined by an engineer to be appointed as arbitrator by the President of the Institution of Civil Engineers on the application of either party after notice to the other and the Arbitration Act 1889 or any statutory modification thereof shall apply to the arbitration.

PART IX.

EXTENSIONS OF TIME.

97. The time limited by section 41 of the Act of 1910 for the completion of the Railway (No. 2) authorised by and described in section 5 of the Act of 1905 is hereby extended for a period of two years from the fourth day of August one thousand nine hundred and twelve and at the expiration of that period the powers for the completion of the said railway shall cease except as to so much thereof as is then completed. Extension of time for completion of Railway (No. 2) authorised by Act of 1905.

98. The time limited by section 42 of the Act of 1910 for the compulsory purchase of lands required for Widening (No. 2) authorised by and described in section 5 of the Act of 1907 is hereby extended for a period of two years from the twenty-sixth day of July one thousand nine hundred and twelve and at the expiration of that period those powers shall cease. Extension of time for compulsory purchase of lands for Widening (No. 2) authorised by Act of 1907.

99. The time limited by section 32 of the Act of 1909 for the compulsory purchase of lands required for the Railways Nos. 1 and 2 authorised by and described in section 5 of that Act and of the additional lands at Scunthorpe and Appleby Extending time for compulsory purchase of lands for Railways

A.D. 1912.
Nos. 1 and 2
and of addi-
tional lands
authorised
by Act of
1909.

authorised by and described in section 26 of that Act is hereby extended for a period of two years from the sixteenth day of August one thousand nine hundred and twelve and at the expiration of that period those powers shall cease.

PART X.

MISCELLANEOUS.

Power to
Company to
apply funds
to purposes
of Act.

100. The Company may apply to the purposes of this Act which they are authorised to carry into execution and to which capital is properly applicable any moneys which they now have in their hands or which they have power to raise by shares or mortgage or debenture stock and which may not be required for the purposes for which the same were respectively authorised to be raised.

Company
may issue
additional
second
debenture
stock.

101. From and after the passing of this Act the amount of three and a half per centum second debenture stock which the Company are by the recited Acts authorised to create and issue shall be increased by the addition thereto of seven hundred and fifty thousand pounds and the moneys arising from the creation and issue of such additional second debenture stock shall be applied for the purposes of the Part of this Act entitled "New works and additional lands for Great Central Railway Company" and for the general purposes of the Company's undertaking being in all cases purposes to which capital is properly applicable And the second debenture stock created and issued by the Company in pursuance of this section shall rank pari passu with all second debenture stock of the Company created and issued or to be created and issued under the authority of the said recited Acts and shall be deemed for all purposes to have been authorised by the Great Central Railway Act 1900.

Interest on
calls not to
be paid out
of capital.

102. No interest or dividend shall be paid out of any share or loan capital which the Company or the Humber Dock Company are by this Act authorised to raise to the holder of shares stock or debenture stock on the amount of any calls made in respect of the shares stock or debenture stock held by him but nothing in this Act shall prevent such Company from paying to such holder 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.

103. The Company or the Humber Dock 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 or the Humber Dock Company to construct any other railway or to execute any other work or undertaking.

A.D. 1912.
Deposits for
future Bills
not to be
paid out of
capital.

104. From and after the passing of this Act so much of the Manchester Sheffield and Lincolnshire Railway (Steamboat) Act 1864 and the Manchester Sheffield and Lincolnshire Railway (Steamboats) Act 1889 as incorporates section 31 of the Railways Clauses Act 1863 is hereby repealed and from and after that day the said section shall cease to apply to the steam vessels owned or used by the Company and the traffic carried on thereby.

Liability of
Company for
carriage of
goods at sea.

105. The agreement made between the Company of the one part and the county council of the Parts of Lindsey in the county of Lincoln of the other part set forth in the Third Schedule to this Act is hereby confirmed and may be carried into effect by the parties thereto.

Confirming
agreement
between
Company
and Lindsey
County
Council.

106. In the event of any works constructed by the Company under the provisions of this Act or of any agreement confirmed thereby involving an alteration of any telegraphic line belonging to or used by the Postmaster-General the enactments contained in section 7 of the Telegraph Act 1878 shall apply to any such alteration as aforesaid.

For protec-
tion of Post
Office
telegraphs.

107. And whereas lands have from time to time been purchased or acquired by the Company and by the Company jointly with other companies and by joint committees on which the Company is represented but such lands are not immediately required for the purposes of their respective undertakings and it is expedient that further powers should be conferred upon the Company and such other companies and committees with respect to such lands Therefore notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or to such other company or committee with which that Act is incorporated neither the Company nor the Company and any other company holding lands jointly nor any joint committee incorporated by Act of

Power to
lease-lands
&c.

A.D. 1912. Parliament on which the Company is represented shall be required to sell or dispose of such lands but may retain hold or use or may lease or otherwise dispose of the same.

Provision as to general Railway Acts.

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

Costs of Act.

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

The SCHEDULES referred to in the foregoing Act. A.D. 1912.

THE FIRST SCHEDULE.

LANDS HOUSES BUILDINGS OR MANUFACTORIES OF WHICH
PORTIONS ONLY MAY BE TAKEN.

Parish.	Numbers on deposited Plans.
WIDENING (No. 2).	
Mexborough	9 14.
Denaby	16 18 19 20 21 22 41 47 49 51 52 65
Conisbrough	66. 2 8 12 14 19 24 32 38 39.
WIDENING (No. 3).	
Conisbrough	46 50.
Warmsworth	3 4 5 6 7 8.
WIDENING (No. 4).	
Kirk Sandall	4 12 13 14 28 29 39 43.
Barnby upon Dun	20.
Hatfield	12.
WIDENING (No. 6).	
Barnetby	13 14 15 16 17 18 19 22 23 24 27 28 29 30 31 32 33 33a 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 52 54 59 60 61 62 63 64 73.
Melton Ross	6 7.
Ulceby	11 14 18 19 20 38.
ADDITIONAL LANDS.	
Sheffield	1 2.
Althorpe	2.
Dukinfield	1 3 4.
DIVERSION OF ROAD AT CARCROFT.	
Skellow	10 15 16 17 18.

A.D. 1912.

THE SECOND SCHEDULE.

HEADS OF AGREEMENT made the first day of January one thousand nine hundred and twelve between THE BARTON AND IMMINGHAM LIGHT RAILWAY COMPANY (herein-after called "the Barton Company") of the one part and THE HUMBER COMMERCIAL RAILWAY AND DOCK COMPANY (herein-after called "the Humber Company") of the other part.

WHEREBY it is agreed and declared as follows:—

1. Subject to the sanction of Parliament being obtained in one thousand nine hundred and twelve the Barton Company will sell and the Humber Company will purchase the undertaking railways lands and premises of the Barton Company as the same are coloured red on the plan annexed hereto together with all and every the powers rights privileges and authorities whatsoever of the Barton Company relating thereto and to the remainder of their undertaking.

2. The purchase price shall be a sum equal to the total capital expenditure of the Barton Company on the date hereby fixed for completion of the said purchase.

3. The said purchase shall be completed and the said purchase money paid on or before the thirty-first day of December one thousand nine hundred and twelve and if the same shall not be completed on the thirty-first day of December one thousand nine hundred and twelve the Humber Company shall pay to the Barton Company interest on the balance of purchase money then owing at the rate of five pounds per centum per annum from the thirty-first day of December one thousand nine hundred and twelve until completion of the purchase.

4. The Barton Company shall be entitled to possession and the revenue of the Barton undertaking and shall discharge all outgoings and expenses in respect of the same up to the date hereby fixed for completion of the purchase from which date all outgoings and expenses shall be discharged by and the possession and revenue of the Barton Company shall belong to the Humber Company The revenue outgoings and expenses shall (if necessary) be apportioned for the purposes of this provision.

5. The Barton Company have not yet purchased all the lands required by them but the lands purchased by them up to the date of this agreement and to be included in the said sale are coloured red on the plan hereto annexed and there shall also be included in the said sale such further lands as the Barton Company may purchase between the date of this agreement and the date hereby fixed for

the completion of the said purchase The Humber Company shall indemnify the Barton Company in respect of the completion of any uncompleted purchases of lands which the Barton Company may have agreed to purchase on the date hereby fixed for completion. A.D. 1912.

6. The Humber Company shall accept without objection the title of the Barton Company to any lands conveyed to them.

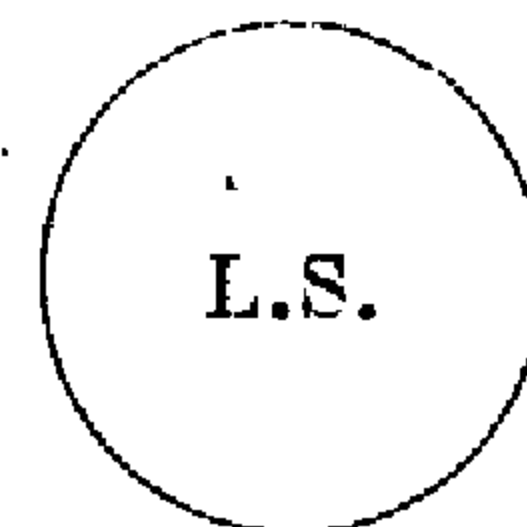
7. Part V. (relating to amalgamation) of the Railways. Clauses Act 1863 shall be incorporated in the Act of Parliament authorising the said purchase and giving effect thereto.

8. The parties hereto will use their best endeavours to obtain in session one thousand nine hundred and twelve the confirmation by Parliament of this agreement.

9. This agreement is made subject to such alterations as Parliament may think fit to make therein and in the event of either House of Parliament inserting in the Bill to confirm these heads of agreement any provision materially altering any provision therein or imposing on either party any obligation which such party shall be unwilling to incur it shall be in the option of either party by notice in writing to the other to withdraw from the agreement.

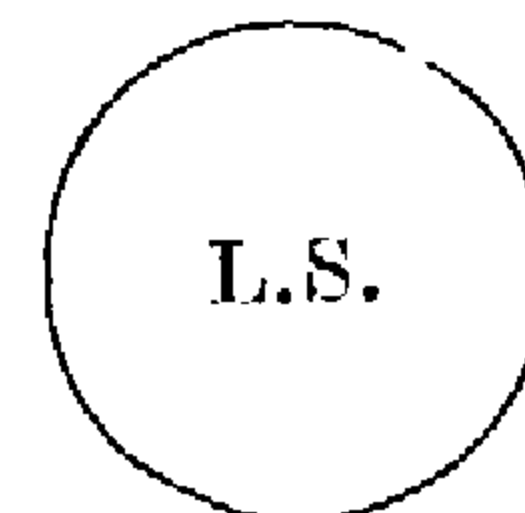
As witness the seals of the Companies parties hereto.

The common seal of the Barton and Immingham }
Light Railway Company was hereunto affixed in }
the presence of }



W. L. HOWARD Secretary.

The common seal of the Humber Commercial Railway }
and Dock Company was hereunto affixed in the }
presence of }



O. S. HOLT Secretary.

THE THIRD SCHEDULE.

AN AGREEMENT made the tenth day of November one thousand nine hundred and eleven between THE GREAT CENTRAL RAILWAY COMPANY (herein-after called "the Company") of the one part and THE COUNTY COUNCIL FOR THE ADMINISTRATIVE COUNTY OF THE PARTS OF LINDSEY IN THE COUNTY OF LINCOLN (herein-after called "the Council") of the other part.

WHEREAS the Company are authorised under the provisions of section 17 of the South Yorkshire Railway Amendment Act 1861 with the consent (which has been given to them) of the Board of Trade to reconstruct

A.D. 1912. the bridge carrying the railway of the Company over the River Trent in the parishes of Keadby and Frodingham in the county of Lincoln aforesaid according to certain plans sections and drawings approved by the Board of Trade:

And whereas the Council have requested the Company to construct simultaneously with the reconstruction of the said railway bridge a road bridge with approaches thereto (herein-after called the "the road bridge") to afford free passage for persons animals and vehicles of all descriptions (having an axle load not exceeding fifteen tons) between the two sides of the River Trent and the Company have agreed thereto in consideration of the payments to be made to them by the Council and upon the terms and conditions herein-after mentioned:

Now it is hereby agreed and declared by and between the parties hereto as follows namely:—

1. The parties hereto shall forthwith concur in an application to the Board of Trade to obtain their consent to the construction of the road bridge and the approval of plans sections and drawings in respect of the same and upon such consent and approval being obtained within two months from the date hereof the following provisions shall take effect:—

(A) The Company will simultaneously with the reconstruction of their said railway bridge acquire the necessary land for and construct the road bridge according to plans sections and elevations signed by Charles Arthur Rowlandson on behalf of the Company and Charles Scorer on behalf of the Council with such additions thereto alterations therein and omissions therefrom as the said Charles Arthur Rowlandson or other the principal engineer for the time being of the Company (herein-after called "the engineer") may deem expedient or necessary Provided always that any alteration addition or omission shall not diminish or increase without the previous consent in writing of the Council the width of the carriage-way and footpath shown on the plans already signed as aforesaid or of the approaches thereto:

(B) The Council shall pay to the Company the sum of forty thousand pounds towards the cost of purchasing the land for the construction of the approaches to the road bridge and the cost of constructing the said bridge and approaches Such sum shall be paid in four half-yearly instalments of ten thousand pounds each and the first instalment shall become due and payable six months from the date to be certified by the engineer as the date of commencement of the construction of the said bridge and approaches and the second instalment shall become due and payable six months after the date

when the first instalment became due and the third instalment shall become due and payable six months after the date when the second instalment became due and the final instalment shall become due and payable six months after the date when the third instalment became due. Provided always that the last instalment shall not be payable unless and until the said road bridge and approaches are certified by the engineer as completed and opened for traffic. If the Council make default in paying to the Company any of the said instalments within fourteen days after the dates hereinbefore appointed for payment of the same they shall in addition pay to the Company interest thereon at the rate of four pounds per centum per annum from the date on which such instalment became due and payable to the date of the actual payment thereof:

(c) The Company shall at their own expense maintain the structure of the road bridge and the road over the same (but not the approaches thereto or the roadways over such approaches) in perpetuity:

(d) The Company will at their own expense provide sufficient men and power for the purpose of opening and closing the opening span of the road bridge:

(e) The Council shall from the date when the engineer shall have certified that the approaches to the road bridge are completed maintain such approaches in good repair in perpetuity together with the roadways over the same the fences thereof and all other works connected with such approaches or incidental thereto.

2. If the Council or any local authority from whom the Council shall arrange to obtain a contribution towards the payments due from the Council under this agreement find it necessary to apply to Parliament for power to pay or raise or borrow any money for the purposes of this agreement they shall immediately inform the Company thereof who will include such application in the next Omnibus Bill promoted by them in Parliament (so long as such application does not interfere with the sole control of such Bill by the Company and their right to withdraw the same at any stage) and the Council and the Company will by such Bill use their best endeavours to obtain such powers and the Company shall not ask the Council or any such local authority to contribute to the expenses of the promotion of any such Bill (except a proportionate share of any out-of-pocket expenses) unless the clauses giving effect to such application are opposed in which event the body on whose behalf such clauses shall be inserted shall pay to the Company all the costs of and incidental to meeting such opposition. Provided always that nothing in this clause contained shall be deemed to make

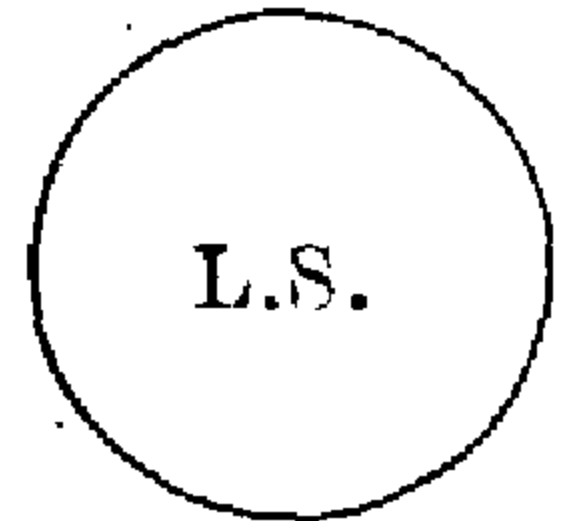
A.D. 1912. the payments due from the Council to the Company under this agreement conditional upon any parliamentary sanction being obtained.

3. The Company shall in the next Omnibus Bill promoted by them apply to Parliament for statutory confirmation of this agreement and thereupon the Council shall support such application. And it is hereby declared that in accordance with the standing orders of Parliament this agreement is made subject to such alterations as Parliament may think fit.

4. This agreement is subject to the consent of the Local Government Board being obtained within five months from the first day of August one thousand nine hundred and eleven to the borrowing of the money to be provided by the Council and the Council will use their best endeavours to obtain such consent.

In witness whereof the Company and the Council have caused their respective common seals to be hereunto affixed the day and year first above written.

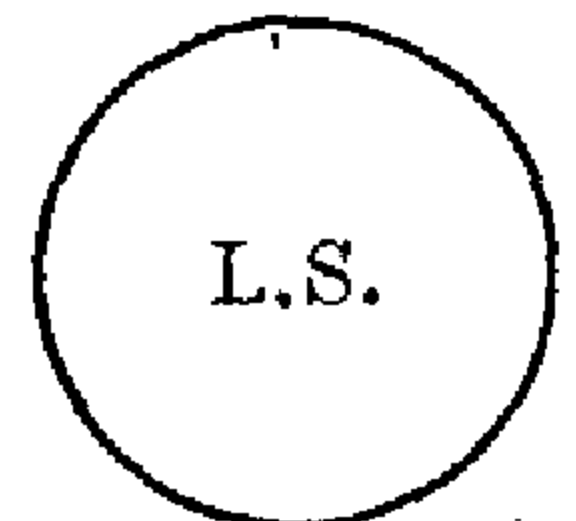
The common seal of the Great Central Railway Company was hereunto affixed in the presence of



C. M. ROYDS Director.

O. S. HOLT Secretary.

The common seal of the County Council affixed in pursuance of a resolution of the Council in the presence of



HENRY W. HUTTON Member of the Council having custody of the key of the seal.

CHAS. SCORER Clerk of the County Council.

THE FOURTH SCHEDULE.

AN AGREEMENT made the twenty-ninth day of April one thousand nine hundred and twelve between THE NORTH EASTERN RAILWAY COMPANY (herein-after called "the North Eastern Company") of the one part and THE GREAT CENTRAL RAILWAY COMPANY (herein-after called "the Great Central Company") of the other part.

WHEREAS owing to the increase in coal traffic from South Yorkshire to the ports of Hull and Grimsby the parties hereto have respectively introduced Bills in the present session of Parliament with the object (inter alia) of providing railway facilities for dealing with such increased traffic the Great Central Company seeking power to widen

their line between Doncaster and Thorne and the North Eastern Company seeking power to construct certain new railways: A.D. 1912.

And whereas the North Eastern Company have lodged a petition against the Great Central Company's Bill and the Great Central Company have petitioned against the North Eastern Company's proposals:

Now it is hereby agreed by and between the parties hereto as follows:—

1. The North Eastern Company shall withdraw the Bill which they are promoting in the present session of Parliament and shall withdraw their opposition to the Great Central Company's Bill.

2. The Great Central Company shall use their best endeavours to obtain the Royal Assent to such parts of the Bill which they are promoting in the present session of Parliament as relate to the powers to construct the Widenings 1 2 3 and 4 therein described and so soon as such Assent has been obtained they shall proceed forthwith to construct such widenings and complete the same with all reasonable despatch and so that Widening No. 4 is completed and open for traffic before the thirty-first day of December one thousand nine hundred and fourteen.

3. The Great Central Company shall on the passing of the said Bill use their best endeavours to secure the assent of the owners of the Hatfield Main Colliery to the construction of the lines intended to give access to Hatfield Main Colliery and the junctions sidings and works in connexion therewith in accordance with the plan and section signed by W. Clow on behalf of the Great Central Company and by H. A. Watson on behalf of the North Eastern Company and upon obtaining such assent shall construct (or cause to be constructed) the said lines junctions sidings and works and shall thereafter maintain the same and the North Eastern Company may run over and use with their engines carriages and waggons officers and servants in charge of engines and trains for purposes of merchandise and mineral traffic the said lines junctions sidings and works Provided that in the event of the aforesaid assent of the owners of the Hatfield Main Colliery not being obtained to the said plan such plan shall be modified to meet their views in such manner as may be agreed between the parties hereto or as failing agreement may be settled by arbitration as hereinafter provided and the modified plan shall be substituted for the aforesaid signed plan and the provisions of this clause shall apply thereto accordingly.

4. The North Eastern Company shall be entitled to fix their own rates and charges for traffic passing or intending to passing between Hatfield Main Colliery and (A) shipping places owned by them or by them jointly with other companies or persons (B) places situate on their own railways or situate on railways owned jointly by themselves and other companies or persons (C) places other than those mentioned in

A.D. 1912. sub-clauses (A) and (B) hereof situate north of the line drawn on the map of England through Doncaster in an easterly and westerly direction as shown in red ink on the map signed by Sam Fay on behalf of the Great Central Company and by A. Kaye Butterworth on behalf of the North Eastern Company and the North Eastern Company shall pay to the Great Central Company for and in respect of the use of the line of the Great Central Company between Thorne Junction and the junction with the North Eastern Railway at or near Thorne Station and of the lines junctions sidings and works mentioned in clause 3 hereof the sum of fourpence per ton on all coal conveyed by them from Hatfield Main Colliery to any of the above-mentioned places and in respect of pit props and all other descriptions of merchandise conveyed by them to or from the said colliery such sum per ton as may be agreed upon between the parties hereto or failing agreement as may be settled by arbitration.

5. The provisions contained in clause 6 of the agreement dated the twentieth October one thousand eight hundred and sixty-two scheduled to the North Eastern Railway Company's (Hull and Doncaster Branch) Act 1863 and made between the North Eastern Company of the first part the South Yorkshire Railway and River Dun Company (whose undertaking is now vested in the Great Central Company) of the second part and the Manchester Sheffield and Lincolnshire Railway Company (now the Great Central Company) of the third part relating to the division of the rates received for the carriage of coal from coal pits on the South Yorkshire Railway to Hull shall not apply to the rates received for the carriage of coal to Hull from collieries present or future situate east of a line drawn north and south through the centre of Doncaster passenger station but the rates from such collieries shall be divided by mileage after the deductions and allowances named in the said clause have been made Provided that the Great Central Company shall in no case receive less than sixpence per ton inclusive of terminals as their share of the rate for the carriage of coal from such of the said collieries to Hull as may be situate west of the Hatfield Main Colliery.

6. Nothing in this agreement shall affect the right of the North Eastern Company to give notice to the Hull and Barnsley and Great Central Railways Joint Committee under section 51 of the Hull and Barnsley Railway Act 1909 of their desire to construct the connecting railway mentioned in that section and the Great Central Company will raise no objection to the extension of the time within which the North Eastern Company may give such notice until the expiration of three years after the completion and opening for traffic of the widenings mentioned in clause 2 hereof.

7. The North Eastern Company shall be entitled to run over and use Railway No. 1 authorised by the Great Central Railway Act 1903 (known as "the Doncaster Avoiding Line") including the junction

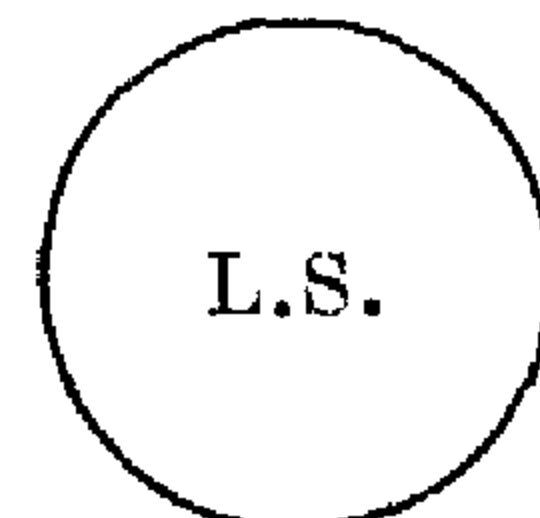
connecting the same with the Hull and Barnsley and Great Central Company's joint railway for the purpose of conveying traffic passing or intending to pass to or from Edlington (otherwise South Yorkshire Main) Colliery or to or from any collieries situate to the south thereof to which they have the right of access The rates received for the conveyance of such traffic shall be divided in accordance with mileage after deducting terminals and an allowance for working expenses the amount of such terminals and allowance shall in default of agreement be settled by arbitration.

8. Any difference which may arise between the North Eastern Company and the Great Central Company and which is herein-before provided to be settled by arbitration and any difference as to the true intent and meaning of any of the provisions of this agreement or as to the mode of giving effect thereto or as to anything to be done or not to be done thereunder shall be determined by a single arbitrator and in accordance with the provisions of the Arbitration Act 1889.

9. This agreement is made subject to such alterations as Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein it shall be in the option of either party to withdraw from the same by notice in writing to the other to that effect and thereupon this agreement shall become void.

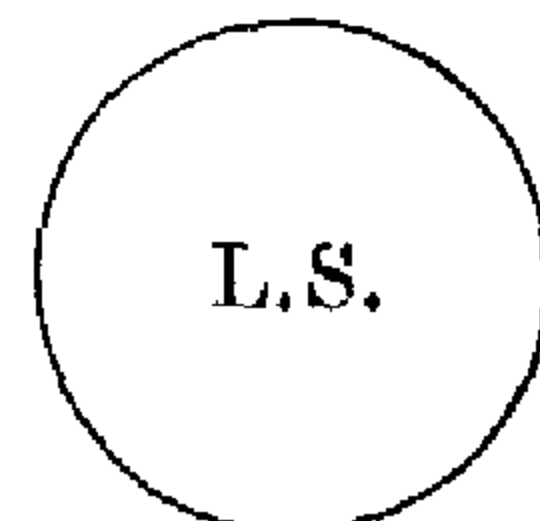
In witness whereof the North Eastern Railway Company and the Great Central Railway Company have caused their respective common seals to be hereunto affixed the day and year first before written.

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



R. F. DUNNELL Secretary.

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



O. S. HOLT Secretary.

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