



CHAPTER xciv.

An Act to confer further powers upon the Great Northern Railway Company with respect to their own undertaking and undertakings in which they are jointly interested and for other purposes. A.D. 1889.
[26th July 1889.]

WHEREAS it is expedient that the Great Northern Railway Company (who are meant when the term "the Company" is herein-after used) should be authorised—

To make and maintain the railways and works herein-after described; General purposes of Act.

To alter the levels of and to widen and improve certain portions of their railways;

To abolish certain level crossings of their railways and otherwise to deal with certain roads and footpaths connected with their undertaking;

To purchase and acquire additional lands for the purposes of their undertaking;

To raise capital for the purposes of this Act and also to raise additional capital for the improvement and enlargement of their railways stations and works and the construction of new stations and sidings and for the providing of additional rolling stock and other the general purposes of their undertaking: Additional capital.

And whereas by the Great Northern Railway Act 1881 the Company were authorised to construct (amongst others) certain railways in the west riding of Yorkshire which railways are in that Act called "railways from Beeston to Batley" and it is expedient that the Company be authorised to make certain deviations of those railways and to abandon so much of the authorised Beeston to Batley Railway (No. 1) as will become unnecessary by reason of the said deviations: 44 & 45 Vict. cap. clvi.

And whereas it is expedient that the Company and the Lancashire and Yorkshire Railway Company jointly or the Halifax and Ovenden Joint Committee (which committee consists of representatives of the Company and of the Lancashire and Yorkshire Railway Company)

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33 & 34 Vict.
cap. cxli.

constituted by the agreement set forth in Schedule B. of the Halifax and Ovenden Junction Railway Act 1870 (which agreement is confirmed by the said Act) should be authorised to make and maintain a junction railway with the Halifax High Level Railway at Holmfield in the west riding of Yorkshire and that in connexion with such work the Lancashire and Yorkshire Railway Company should be authorised to apply their existing funds :

And whereas by the Great Northern Railway Act 1883 the Company were authorised to construct in the said west riding a Railway No. 1 and a Railway No. 2 in that Act called the " Dudley Hill to Lowmoor Railways " :

And whereas by the Great Northern Railway Act 1887 the Company were authorised to construct certain deviation railways therein called " Dudley Hill to Lowmoor Deviation Railways " and to abandon a portion of the said Railway No. 1 and the time for the completion of the unabandoned portion of Railway No. 1 and of the said Railway No. 2 was extended to the second day of August one thousand eight hundred and ninety :

And whereas it is expedient that the time limited for the construction and completion of the said Dudley Hill to Lowmoor Deviation Railways should be extended and that the time limited for the construction and completion of the said unabandoned portion of Railway No. 1 and of the said Railway No. 2 of the Dudley Hill to Lowmoor Railways should be further and to the like extent extended :

And whereas it is expedient that the time limited for the compulsory purchase of land required for the " widening at Holloway " authorised by the Great Northern Railway Act 1887 should also be extended :

And whereas by virtue of a lease made under the powers of the Great Northern Railway Act 1846 between the Company of Proprietors of the Witham Navigation of the one part and the Company of the other part and bearing date the 22nd day of January 1850 the Company are the lessees of the said navigation for a term of nine hundred and ninety-nine years from the 28th day of June 1846 :

And whereas communication between the parish of Woodhall in the parts of Lindsey in Lincolnshire and the parish of Martin in the parts of Kesteven in Lincolnshire is at present maintained by means of a ferry across the River Witham claimed to be a legal ferry which ferry (known as Kirkstead Ferry) also constitutes an important access to the Kirkstead Station on the loop line railway of the Company and the said ferry is inconvenient and it is expedient that the Company be authorised to construct a bridge across the said river with a suitable and convenient approach thereto to afford accommodation to the traffic between the said parishes and other places

beyond those parishes respectively and to the said station and that in connexion with such bridge the Company should be authorised to make a new road and to alter the existing gradients of the towing path on the west side of the River Witham and that upon the completion and opening for public use of the said new bridge and works in connexion therewith the existing ferry should be abolished and all rights therein (if any) extinguished and that the Company should be authorised to levy and take tolls rates and charges for the use of the said new bridge and road :

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And whereas it is expedient that the Great Northern and Great Eastern Joint Committee constituted under the powers of the Great Northern and Great Eastern Railway Companies Act 1879 should be enabled to construct the works and acquire the lands respectively herein-after described in the parishes of Ruskington in the parts of Kesteven in Lincolnshire and Cantley in the west riding of Yorkshire and that in connexion with such works the said joint committee and the Great Eastern Railway Company should be authorised to apply their existing funds :

Great Northern and Great Eastern Joint Committee. 42 & 43 Vict. cap. cx.

And whereas it is expedient that the West Riding Railway Committee constituted under the powers of the West Riding and Grimsby Railway (Transfer) Act 1866 and consisting of representatives of the Company and of the Manchester Sheffield and Lincolnshire Railway Company should be enabled to acquire certain lands in the parish of Adwick-le-Street in the west riding of Yorkshire and that in connexion with such acquisition the said West Riding Railway Committee and the Manchester Sheffield and Lincolnshire Railway Company should be authorised to apply their existing funds :

West Riding Railway Committee. 29 Vict. cap. clxii.

And whereas by the Nottingham Suburban Railway Act 1886 a company was incorporated (herein-after referred to as "the Nottingham Suburban Company") for making railways at Nottingham to join the Great Northern Railway there :

49 & 50 Vict. cap. xciv.

And whereas the Nottingham Suburban Company are now constructing their railway and the same when completed will be worked by the Great Northern Railway Company by virtue of an agreement dated the 13th day of May 1886 which agreement is scheduled to and confirmed by the Nottingham Suburban Railway Act 1886 :

And whereas it is expedient that section 49 of the Nottingham Suburban Railway Act 1886 should be repealed and that the said agreement should be annulled and that the agreements between the Company and the Nottingham Suburban Company dated respectively the 30th day of December 1886 and the 26th day of May 1887 and scheduled to this Act should be confirmed and substituted for the said agreement so annulled :

And whereas by the Ambergate Nottingham and Boston and Eastern Junction Railway Act 1846 the Ambergate Nottingham and

Nottingham and Grant-ham Canal.

[Ch. xciv.] *Great Northern Railway Act, 1889.* [52 & 53 VICT.]

A.D. 1889. Boston and Eastern Junction Railway Company (herein-after called
9 & 10 Vict. "the Ambergate Company") were incorporated and under the powers
cap. clv. of that and subsequent Acts made a railway from Nottingham to
Grantham and acquired the Nottingham and Grantham Canals :

17 & 18 Vict. And whereas under the powers of the Great Northern and Amber-
cap. ccxiv. gate Companies (Working Arrangements) Act 1854 the Company
became and are the lessees for nine hundred and ninety-nine years
of the railway and canal undertaking of the Ambergate Company
and now work the said railway undertaking :

23 & 24 Vict. And whereas by the Nottingham and Grantham Railway and
cap. xxxvi. Canal Act 1860 the name of the Ambergate Company was changed
to the name of "the Nottingham and Grantham Railway and Canal
Company" :

And whereas it is expedient that the Company be authorised to
reduce the width of a certain bay of the said canal by partially
filling in the same and upon the completion of such partial filling in
that the Company and the said Nottingham and Grantham Railway
and Canal Company should be empowered to grant demise or lease
the said portion of the bay so filled in :

Superfluous
lands. And whereas it is also expedient that the time prescribed for the
sale of lands acquired by the Company and by the Company jointly
with other companies under the powers of various Acts and not yet
applied to the purposes of the undertakings in respect of which they
were so acquired should be extended :

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 roads and other works authorised by this Act and the
lands to be taken for the purposes thereof and plans of the additional
lands authorised to be taken under the powers of this Act and also
books of reference containing the names of the owners and lessees
or reputed owners and lessees and of the occupiers of all such lands
so far as those documents relate to lands in each county or division
herein-after mentioned were duly deposited with the clerks of the
peace for the west riding of Yorkshire and for the counties of
Nottingham Middlesex Hertford Cambridge Leicester Bedford and
for the parts of Kesteven the parts of Lindsey and the parts of
Holland in Lincolnshire and the said documents are herein-after
respectively referred to as the deposited plans sections and books of
reference :

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

May it therefore please Your Majesty that it may be enacted and
be it enacted by the Queen's most Excellent Majesty by and with
the advice and consent of the Lords Spiritual and Temporal and

Commons in this present Parliament assembled and by the authority of the same as follows :— A.D. 1889.

1. This Act may be cited as the Great Northern Railway Act 1889. Short title.

2. The following Acts and parts of Acts are (excepting where the same are expressly varied by this Act) incorporated with and form part of this Act namely :— Incorporation of general Acts.

The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 ;

The Railways Clauses Consolidation Act 1845 ;

Part I. (construction of a railway) Part II. (extension of time) and Part III. (working agreements) of the Railways Clauses Act 1863.

3. Subject to the provisions of this Act all the provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say) :— Extending certain provisions of the Companies Clauses Consolidation Acts.

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 borrowed money into capital ;

The consolidation of shares into stock ;

The general meetings of the Company and the exercise of the right of voting by the shareholders ;

The making of dividends ;

The giving of notices ; and

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

Parts I. II. and III. of the Companies Clauses Act 1863 relating respectively to the cancellation and surrender of shares to additional capital and to debenture stock :

shall be applicable to the capital and moneys hereby authorised to be raised by shares or stock or mortgage and to the proprietors thereof.

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

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

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“Parish clerks” and “clerks of the several parishes” in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards the parishes of Saint Pancras and Saint Mary Islington mean the vestry clerk of each of the said parishes respectively :

And for the purposes of this Act the expression “superior courts” or “court of competent jurisdiction” or any other like expression in this Act or any Act wholly or partly incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt and not a debt or demand created by statute.

Power to
make rail-
ways &c.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and works herein-after described with all proper stations sidings approaches works and conveniences connected therewith respectively and may exercise the following powers with respect thereto and in connexion therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes and may stop up such streets roads and footpaths as are shown on the said plans of the said railways and works as intended to be stopped up.

The railways and works herein-before referred to and authorised by this Act are :—

RAILWAY AT KING'S CROSS.—A railway (No. 1) 3 furlongs 1·44 chains in length wholly in the county of Middlesex commencing in the parish of Saint Pancras by a junction with a siding of the Company near the bridge carrying Congreve Street over the railway of the Company and terminating in the parish of Saint Mary Islington by a junction with the main line of the Company near the north face of the present Maiden Lane tunnel.

RAILWAY AT WOODHALL SPA.—A railway (No. 3) 1 furlong 5·40 chains in length wholly in the parish of Woodhall in the parts of Lindsey in Lincolnshire commencing by a junction with the Horncastle Railway at a point about eighty-two yards measured in a south-westerly direction from the centre of the level crossing by that railway at Woodhall Spa Station of the public road from Kirkstead Ferry to Horncastle and terminating by a junction with the same railway at a point about two hundred and fifty-six yards measured in a north-easterly direction from the said level crossing.

RAILWAY AT BLACK CARR JUNCTION.—A railway (No. 4) 1 furlong 6·75 chains in length wholly in the township of Cantley in the parish of Cantley in the west riding of Yorkshire commencing by a junction with the Great Northern Railway at a point

about two hundred yards east of the signal-box at Black Carr Junction and terminating by a junction with the said railway at a point about one hundred and sixty yards west of the said signal-box.

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JUNCTION WITH EAST AND WEST YORKSHIRE UNION RAILWAY AT LOFTHOUSE.—A railway (No. 5) 3 furlongs 6·35 chains in length wholly in the township of Stanley-cum-Wrenthorpe in the parish of Wakefield in the west riding of Yorkshire commencing by a junction with the Great Northern Railway at a point about one hundred yards north-west of the signal-box at Lofthouse North Junction and terminating by a junction with Railway No. 1c authorised by the East and West Yorkshire Union Railways Act 1886 and now in course of construction.

BEESTON TO BATLEY DEVIATION RAILWAYS.—A railway (No. 6) 3 furlongs 6·77 chains in length wholly in the west riding of Yorkshire commencing in the township of Beeston in the parish of Leeds by a junction with the Great Northern Railway near the occupation bridge carrying the road from Stank Hall to Pitt Hills over the said railway and terminating in the township of Middleton in the parish of Rothwell by a junction with the Railway No. 1 of the railways from Beeston to Batley authorised by the Great Northern Railway Act 1881.

A railway (No. 7) 3 furlongs 5·90 chains in length commencing in the said township of Beeston in the said parish of Leeds by a junction with the Great Northern Railway at a point near the said occupation bridge and terminating in the said township of Middleton by a junction with the aforesaid authorised Railway No. 1 of the said railways from Beeston to Batley.

And the Company may and shall abandon the construction of so much of the Railway No. 1 of the railways from Beeston to Batley authorised by the Great Northern Railway Act 1881 as lies between the authorised point of commencement of the said railway and the termination of Railway No. 6 by this Act authorised.

RAILWAY AT LEEDS.—A railway (No. 8) 3 furlongs 6·78 chains in length wholly in the township of Wortley in the parish of Leeds in the west riding of Yorkshire commencing in the Company's goods yard on the south-west side of the River Aire and terminating at the north side of Armley Road at its junction with Brunel Street.

6. Whereas the said Railway No. 1 is intended to pass under the Regent's Canal at a point marked 5 on the deposited plans in the parish of Saint Pancras in the county of Middlesex and it is expedient to make the following provisions in consequence thereof:—

For the protection of the Regent's Canal Company.

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(1.) Nothing in this Act or in the said incorporated Acts contained shall take away diminish alter prejudice or affect any of the rights privileges powers or authorities vested in the Regent's Canal City and Docks Railway Company (herein-after called "the Canal Company") or authorise or empower the Company to alter the line or level of the said canal or of the towing-path thereof or of any part or parts thereof respectively or to obstruct or impede the navigation of the said canal or any part thereof or to divert intercept cut off take use or diminish any of the waters in the canal or which may be taken for the use of or which supply the canal or to injure or alter the said canal or interfere with any of the works thereof and it shall not be lawful for the Company in passing under the said canal to make any deviation from the line or level of the said railway as delineated and described on the said deposited plans and sections thereof or to diminish or alter the width or depth of the waterway of the said canal or the width of the towing-path or to take or use for the purposes of the said railway any part of the said canal or of the locks wharves side-ponds lay-byes towing-path bridges banks or other works belonging to the said canal or any part thereof or any land belonging to the Canal Company or any water of the said canal without the consent of the Canal Company under their common seal first had and obtained and nothing herein or in the said recited Acts contained shall compel the Canal Company to convey to the Company the fee simple of the land belonging to them under which the said railway and the works connected therewith are intended to pass but the same shall remain vested in the Canal Company subject nevertheless to the right of the Company and their successors for ever hereafter to have use and possess such way and passage for the said railway and works by means of a tunnel or aqueduct under the said canal as described in the said plans and sections together with all rights and easements necessary to their due use and enjoyment of the same ;

(2.) For the purpose of carrying the Railway No. 1 hereby authorised to be made under the said canal and the towing-path wharves and other works belonging thereto a tunnel or aqueduct shall be formed of brick stone or iron and which is to be made and for ever thereafter maintained and kept in good substantial and water-tight repair by the Company and all the works for the formation of the said tunnel or aqueduct and for all repairs and renewals thereof or for any temporary side canal that may be required from time to time shall be constructed and made and formed according to plans and specifications

to be submitted to and approved of by the engineer for the time being of the Canal Company previously to the commencement of the works and shall be commenced carried on and completed under the superintendence and to the reasonable satisfaction of such engineer and so that no obstruction or interruption shall be caused to the boats or barges passing along the said canal or to the horses towing the same and at all times during the formation of such tunnel or aqueduct and any future repairs or renewals thereof temporary water-tight works for maintaining a clear waterway of the width of twenty-five feet at least for the uninterrupted passage of boats and barges along the said canal or along a temporary side canal as the case may be and towing-path for the uninterrupted passage of the horses towing the same shall be provided by the Company and in case during the progress of any such works any damage shall be occasioned to the said canal or the towing-path wharves or other works of the canal the Company shall under such superintendence and to such reasonable satisfaction as aforesaid restore the same to the same state and condition as before the happening of any such damage and if the works connected with the said tunnel or aqueduct or any part thereof shall be imperfectly constructed or if at any time or times hereafter the said tunnel or aqueduct or any part thereof shall be out of repair or any loss of water or any obstruction or interruption to the navigation of the said canal shall occur and notice thereof in writing shall be given by any agent of the Canal Company to the Company or their secretary or other officer and in case the Company shall not for the space of fourteen days after such notice shall have been given or forthwith thereafter if the nature of the case shall require it well sufficiently and effectually amend such construction or repair such tunnel or aqueduct or works or make good and prevent such loss of water or remove such obstruction or interruption as the case may be under such superintendence and to such reasonable satisfaction as aforesaid and complete the same with all reasonable expedition it shall be lawful for the Canal Company from time to time to make good such construction and perform such repairs to make good and prevent such loss of water or to remove such obstruction or interruption as aforesaid as the case may require and the Company shall and they are hereby required from time to time to pay to the Canal Company or to their secretary for the time being within fourteen days after demand all the costs and expenses which may be incurred by them in that behalf and shall also pay to the said engineer his charges for his services

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and supervision in connexion with and incidental to the works under this section ;

- (3.) The said tunnel or aqueduct and all the works connected therewith shall be completed within the period of six months from the day on which the same shall be commenced and in case it shall happen that the said tunnel or aqueduct and works shall not be completed within such period as aforesaid the Company shall forfeit and pay to the Canal Company as and for liquidated damages after that period the sum of twenty pounds for every day until the said tunnel or aqueduct and works shall be completed and if in the execution of any of the works by this Act authorised to be made or if by reason or in consequence of any act neglect or omission of the Company or of their agents servants or workmen or if or by reason or in consequence of the said works when made the water of the Regent's Canal shall leak escape or run to waste from the said canal the Company shall forfeit and pay to the Canal Company the sum of ten pounds as and for liquidated damages for every nine thousand cubic feet of water which shall have so leaked escaped or run to waste and in the same proportion for any greater or less quantity and if by reason of any of the circumstances or causes aforesaid it shall happen that the navigation of the said Regent's Canal or the passage along the towing-path thereof shall be so obstructed or interrupted as that boats or other vessels navigating the said canal or the horses drawing the same shall be impeded in their passage or shall not be able to pass along the said canal and towing-path or either of them then and in any and every such case the Company shall pay to the Canal Company the sum of twenty pounds as and for liquidated damages for every hour during which any and every such obstruction or interruption shall continue Provided always that if any such obstruction or interruption shall continue for the space of more than seventy-two consecutive hours or shall be caused by any wilful act neglect or omission on the part of the Company or any of their agents servants or workmen then and in every such case the Company shall pay to the Canal Company the sum of fifty pounds as and for liquidated damages for every hour during which such obstruction or interruption shall continue Provided always that if any difference of opinion shall occur between the Canal Company and the Company or between their respective engineers concerning the effect of the said works with relation to the Regent's Canal or concerning any supposed leakage occasioned thereby or the extent of such leakage the same shall be referred to arbitration in the manner prescribed by the Railways Clauses

Consolidation Act 1845 with respect to the settlement of disputes by arbitration ; A.D. 1889.

(4.) Nothing in this Act or in the Acts wholly or partially incorporated with this Act contained shall take away diminish or affect any rights privileges or powers vested in the Canal Company or prevent them from at any time making constructing or carrying out any of the powers and works authorised by the Regent's Canal City and Docks Railway Act 1882 or any Act or Acts of Parliament now passed amending or varying the same ;

(5.) Nothing herein contained shall extend to prevent the Canal Company or any owner of boats or barges or other traders navigating the said canal from recovering from the Company any special damage that may be sustained by them or any of them or that they may be liable to pay for or on account or by reason or in consequence of the acts neglects or defaults of the Company or by the flowing or escape of the water out of the said canal if the same shall be caused or happen by reason of the making or maintaining or repairing of the said railway or the said tunnel or aqueduct and other works connected therewith beyond the amount of such liquidated damages as aforesaid and the Canal Company and any such owner trader or other person are and is hereby authorised to sue for such special damage in any court of competent jurisdiction.

7. Subject to the provisions of this Act the foregoing railways and the works connected therewith respectively executed under the authority of this Act save and except the railway at Woodhall Spa shall for the purposes of toll and all other purposes whatsoever be part of the Great Northern Railway and be comprised in the undertaking of the Company. Railways (except Railway No. 3) to form part of Great Northern Railway.

8. As regards the said railway at Woodhall Spa by this Act authorised the following provisions shall have effect :— Provision as to Woodhall Spa Railway.

(1.) The said railway and the works connected therewith shall for the purposes of toll and all other purposes whatsoever be part of the Horncastle Railway and be comprised in the undertaking of the Horncastle Railway Company and be subject to all the provisions of the Horncastle Railway Act 1854 and of any agreement or agreements for the time being in force between the Company and the Horncastle Railway Company with reference to that Act and the carrying into effect the provisions thereof ;

(2.) The Horncastle Railway Company shall notwithstanding anything in the Horncastle Railway Act 1854 or any agreement

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for the time being in force as aforesaid contained within seven years from the passing of this Act or within such shorter time and from time to time in such amounts as the Horncastle Railway Company shall think fit pay to the Company all moneys expended by the Company in or about the construction and completion of the said Woodhall Spa Railway and shall in the meantime until payment in full of the capital sum so expended pay to the Company interest at the rate of four pounds ten shillings per centum per annum on the said capital sum or upon such portion thereof as shall for the time being remain unpaid Provided that if any dispute or difference shall at any time arise between the Company and the Horncastle Railway Company as to the amount to be so paid by the Horncastle Railway Company every such difference or dispute shall be determined in manner provided by the Railway Companies Arbitration Act 1859 and any statutory modification thereof for the time being in force.

Provisions
for the Leeds
and Liver-
pool Canal
Company.

9. For the protection of the Company of Proprietors of the Canal Navigation from Leeds to Liverpool (in this section called "the Leeds and Liverpool Canal Company") the following provisions shall have effect (to wit):—

- (a.) The Railway No. 8 shall be carried across the canal and towing-path works and lands of the Leeds and Liverpool Canal Company in the line and at the point of crossing shown on the deposited plans and (unless with the consent of the Leeds and Liverpool Canal Company under their common seal) not elsewhere.
- (b.) In carrying the railway across the canal towing-path works and lands of the Leeds and Liverpool Canal Company the Company shall not otherwise than by agreement with the Leeds and Liverpool Canal Company deviate from the line of the railway as shown on the deposited plans or from the levels or mode of construction shown on the deposited sections save and except that the bridge shall extend with one opening or span over the whole of the said canal towing-path and lands and none of the piers thereof shall be erected or stand upon the property of the Leeds and Liverpool Canal Company and such bridge shall be constructed in all respects in accordance with the provisions herein-after contained.
- (c.) The Company shall not otherwise than by agreement purchase or take any land of the Leeds and Liverpool Canal Company but the Company may purchase and take and the Leeds and Liverpool Canal Company may and shall sell and grant accordingly an easement or right of using the land required

for the construction of the railway with not more than two lines of rails in the line shown on the deposited plans.

(d.) Nothing herein contained shall prevent the Company from entering upon the lands and works of the Leeds and Liverpool Canal Company when and for such periods as may be necessary for the fulfilment of the Company's obligations under this section.

(e.) The railway shall be carried over the canal and towing-path of the Leeds and Liverpool Canal Company and any approaches thereto by means of a good and substantial bridge of brick stone wood or iron to be constructed by the Company at their own expense.

(f.) The bridge shall be constructed with perpendicular foundation walls carried down to a depth of not less than nine feet below the top water level of the canal and with only one opening or span over the entire width of the canal and towing-path and the clear height of the underside of the arch or (as the case may be) beams or girders of the bridge above the top-water level of the canal shall throughout the whole breadth of the span be not less than eleven feet.

(g.) The space between the piers of the bridge (except so much thereof as the towing-path will occupy) shall at all times after the completion of the bridge (except during necessary repairs or re-construction) be left and preserved an open and uninterrupted navigable waterway.

(h.) The Company shall at their own expense maintain the bridge and the works thereof of the height and width and so constructed as aforesaid and in perfect repair at all times.

(i.) If and whenever the height of the bridge or works shall by subsidence of the ground be lowered below the height hereinbefore prescribed the Company shall at their own expense restore the same to that height as soon as reasonably may be.

(k.) The Company shall make good all damage that may be occasioned to the works or property of the Leeds and Liverpool Canal Company by the construction repairs renewal or want of repair of any of the Company's works or by any such subsidence as aforesaid; but

(1.) In every case of pressing necessity; and

(2.) In every other case if for seven days after notice in writing thereof given to the Company by the Leeds and Liverpool Canal Company the Company neglect to proceed with due diligence to make good such damage;

the Leeds and Liverpool Canal Company may if they think fit

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- make good the damage and the amount reasonably expended by them in so doing shall be repaid to them by the Company.
- (l.) If and whenever by any act or omission of the Company any part of the canal or towing-path shall be so obstructed or rendered dangerous as that boats barges or other vessels navigating or using the canal shall be interrupted in their passage then the Company shall pay to the Leeds and Liverpool Canal Company as or by way of ascertained damages the sum of two hundred pounds for every day during which the interruption shall continue and so in proportion for any less time than a day.
- (m.) Provided that nothing in this Act contained shall prevent the Leeds and Liverpool Canal Company or any owner of boats or barges from recovering from the Company (in addition to the ascertained damages herein-before mentioned) any special damage that may be sustained by the Leeds and Liverpool Canal Company or such owner in consequence of the stoppage or hindrance to the traffic upon the canal or in consequence of the works to be executed by the Company or by the Leeds and Liverpool Canal Company for the Company under the provisions herein-before contained or by reason of any such subsidence as aforesaid or on account of any other act or omission of the Company.
- (n.) If and whenever any damages or other sums payable by the Company to the Leeds and Liverpool Canal Company or any such owner as aforesaid are not paid on demand made on the secretary of the Company the same may together with costs of suit be recovered against the Company in any court of competent jurisdiction.
- (o.) All questions and differences which may at any time arise between the Company and the Leeds and Liverpool Canal Company as to the construction or effect of sub-sections a, b, c, d, e, or f of this section or the performance observance non-performance or non-observance of any of the provisions thereof or any matters connected therewith or consequent thereon shall be determined by an arbitrator to be appointed by the Company and the Leeds and Liverpool Canal Company or (if for fourteen days after the question or difference arises those two companies do not agree upon an arbitrator) by the Board of Trade upon the application in writing of both or either of those companies and the decision of every such arbitrator (by whomsoever appointed) shall be binding and conclusive upon both the parties in difference and the costs of the arbitration shall be in his discretion.

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

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10. The abandonment by the Company of the portion of the authorised Railway No. 1 of the railways from Beeston to Batley which is by this Act authorised to be abandoned shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of the said portion 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 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 Great Northern Railway Act 1881.

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

11. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portion of the said railway so authorised to be abandoned the Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Compensation to be made in respect of portion of railway abandoned.

12. Subject to the provisions of this Act the Company and the Lancashire and Yorkshire Railway Company or the Halifax and Ovenden Joint Committee may make and maintain wholly in the west riding of Yorkshire in the lines and according to the levels shown on the deposited plans and sections the railway and works in this section described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes and may stop up such streets roads and footpaths

Power to Company and to Lancashire and Yorkshire Railway Company and Halifax and Ovenden Joint Committee to make railway.

A.D. 1889. as are shown on the deposited plans of the said railway as intended to be stopped up :—

JUNCTION WITH THE HALIFAX HIGH LEVEL RAILWAY AT HOLMFIELD.—

A railway (No. 10) 7·13 chains in length wholly in the township of Ovenden in the parish of Halifax commencing by a junction with the Halifax and Ovenden Junction Railway and terminating by a junction with Railway No. 5 authorised by the Halifax High Level and North and South Junction Railways Act 1884 at the termination of that railway.

Railway No. 10 to form part of joint undertaking.

13. Subject to the provisions of this Act the foregoing Railway No. 10 and the works connected therewith executed under the authority of this Act shall for the purposes of toll and all other purposes whatsoever form part of the joint undertaking of the Halifax and Ovenden Joint Committee.

Period for completion of railways.

14. If the railways herein-before authorised by this Act 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 for making and completing the said railways respectively or otherwise in relation thereto shall cease except as to so much thereof respectively as is then completed.

Extension of time for completion of Extension of Pudsey Railway.

15. The time limited by the Great Northern Railway (Various Powers) Act 1885 for the completion of the Extension of Pudsey Railway by that Act authorised is hereby extended until the sixteenth day of July one thousand eight hundred and ninety-three and section 7 of that Act shall be read and construed accordingly.

Extension of times for completion of Dudley Hill to Lowmoor Railways and of Dudley Hill to Lowmoor Deviation Railways.

16. The times limited by the Great Northern Railway Act 1887 for the completion of the unabandoned portions of Railway No. 1 and of Railway No. 2 of the Dudley Hill to Lowmoor Railways authorised by the Great Northern Railway Act 1883 and for the completion of the Dudley Hill to Lowmoor Deviation Railways authorised by the Great Northern Railway Act 1887 are hereby extended until the second day of August one thousand eight hundred and ninety-three and those two Acts shall be read and construed accordingly.

Penalty unless railways are opened within the time limited.

17. If the Company or the Lancashire and Yorkshire Railway Company or the Halifax and Ovenden Joint Committee as the case may be fail to complete the railways which they are herein-before authorised to construct or complete within the periods limited by this Act the Company or the Lancashire and Yorkshire Railway Company or the Halifax and Ovenden Joint Committee as the case may require shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways authorised by this Act (other than Railway No. 8) in the

completion of which default is made are completed and opened for the conveyance of passengers or in the case of Railway No. 8 is completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such railway and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the Solicitor to Her Majesty's Treasury 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 and with the privity of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company or the Lancashire and Yorkshire Railway Company or the Halifax and Ovenden Joint Committee as the case may be was prevented from completing or opening such line 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.

A.D. 1889.

18. 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 may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or railways in respect of which default has been made or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company or the Lancashire and Yorkshire Railway Company or the Halifax and Ovenden Joint Committee as the case may be by this Act and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court of Justice in England may seem fit and if no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have 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

Application
of penalty.

A.D. 1889. such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the said court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said court if either of the said companies become insolvent and be ordered to be wound up or a receiver has been appointed in respect of such Company then the portion of such penalty recoverable from such Company as aforesaid shall wholly or in part be paid to such receiver or to the liquidator or liquidators of such Company or be otherwise applied as part of the assets of such Company for the benefit of the creditors thereof.

Widenings and improvements.
Power to widen and improve and alter levels of portions of the railway of the Company.

19. Subject to the provisions of this Act the Company may in the west riding of Yorkshire in the lines according to the levels and in the manner shown on the deposited plans and sections widen and improve the portions of their undertaking herein-after mentioned in that behalf and lay down additional lines of railway thereon or in connexion therewith and may alter the levels of the portions herein-after mentioned of their Extension of Pudsey Railway. And for the purposes of such widening improvement and alteration the Company in addition to any other lands which they are by this Act authorised to acquire may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for the purposes aforesaid and the said widenings and improvements respectively and the said altered railway shall for the purposes of toll and in all other respects be deemed part of the Great Northern Railway.

The portions of the undertaking of the Company herein-before referred to and authorised to be widened and improved by this Act are :—

WIDENING FROM ARDSLEY TO WORTLEY JUNCTION.—The West Yorkshire Railway of the Company on both sides thereof commencing in the township of West Ardsley in the parish of Woodkirk otherwise West Ardsley by a junction with the said railway at a point about two hundred and twenty yards east of the south-east face of Ardsley Tunnel and terminating in the township of Wortley in the parish of Leeds by a junction with the same railway near Wortley South Junction.

WIDENING FROM STANNINGLEY TO WORTLEY JUNCTION.—The Leeds Bradford and Halifax Junction Railway of the Company on the south side thereof commencing in the township of Pudsey in

the parish of Calverley by a junction with the said railway at a point about one hundred and sixty-eight yards east of the centre of Stanningley east signal-box and terminating in the township of Wortley in the said parish of Leeds by a junction with the western curve at Wortley Junction. A.D. 1889.

ALTERATIONS OF LEVELS OF EXTENSION OF PUDSEY RAILWAY.—The portions of the undertaking of the Company herein-before referred to and the levels of which are hereby authorised to be altered are situate in the parishes townships or places of Calverley Tyersal and Pudsey and are :— Alterations of levels of Extension of Pudsey Railway.

(1.) So much of the authorised Extension of Pudsey Railway (Railway No. 5) authorised by the Great Northern Railway (Various Powers) Act 1885 as lies between a point about 4 furlongs 8·4 chains from the commencement of the said Railway No. 5 marked on the plans deposited with respect to that railway and the termination of the said Railway No. 5 ; and

(2.) The authorised Extension of Pudsey Railway (Railway No. 6) authorised by the said Act between the commencement and termination of that railway as marked on the said plans.

20. 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 the railway carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the road next herein-after mentioned (that is to say) :— Power to cross certain road on the level.

No. on Deposited Plans.	Parish.	Description of Road.
3	Woodhall	Public road.

Provided the Company shall within three months after the passing of this Act erect and maintain a footbridge across the railway for the use of foot passengers using the said road.

21. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any Inclination of roads.

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inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say):—

No. on Deposited Plans.	Parish.	Description of Road.	Intended Inclination.
270	Leeds	Public road	1 in 13½
7	Little Wymondley	Public road	1 in 15

Height and span of bridges.

22. The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say):—

No. on Deposited Plans.	Parish.	Description of Road.	Height.	Span.
24	Rothwell	Public road	15 feet	11 ft. 3 in.
186	Leeds	Public street	13 feet	25 feet.

Extending certain provisions of Bradford Wakefield and Leeds Railway Act 1854 and Leeds Bradford and Halifax Junction Railway Act 1852 as to running powers.

23. Section 60 of the Bradford Wakefield and Leeds Railway Act 1854 and section 46 of the Leeds Bradford and Halifax Junction Railway Act 1852 are hereby extended respectively to the widenings from Ardsley to Wortley Junction and from Stanningley to Wortley Junction by this Act authorised and the provisions of those sections shall apply to the said widenings respectively as fully and effectually as if the said sections had been specially re-enacted in this Act with reference thereto.

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

24. In constructing the widening from Ardsley to Wortley Junction hereby authorised the following provisions for the protection of the London and North-western Railway Company (herein-after referred to as "the North-western Company") shall unless otherwise agreed between the Company and the North-western Company apply and have effect:—

- (1.) The Company in constructing the said widening so far as the same affects the railways lands or works of the North-western Company shall construct it in accordance with plans and sections to be previously submitted to and reasonably approved by Francis Stevenson or other the principal engineer for the time being of the North-western Company and under

the superintendence and in all respects to the reasonable satisfaction of such engineer; A.D. 1889.

(2.) The Company shall carry the intended widening over the Wortley to Leeds Railway of the North-western Company on the existing bridge over that railway and nothing in this Act shall authorise the Company to widen the said bridge or construct any other bridge over the said railway and the Company shall carry the said widening over the Leeds and Dewsbury Railway of the North-western Company by means of a wrought-iron girder bridge with wrought-iron flooring to be placed on the piers already constructed by the Company;

(3.) The Company shall not without the previous consent of the North-western Company alter extend or enlarge the said piers by which the said widening shall be carried over the said Leeds and Dewsbury Railway of the North-western Company nor shall they construct any new or additional piers upon the railway or property of the North-western Company;

The Company shall construct the said widening between Whitehall Road and the southern side of the said bridge over the Leeds and Dewsbury Railway within the property of the Company and by means of retaining walls;

(4.) In constructing and maintaining the said widening where the same affects the railways works or lands of the North-western Company the Company and their contractors servants agents or workmen shall not obstruct impede or interfere with the free and uninterrupted and safe user of the railways or other works of the North-western Company;

(5.) The Company shall at all times maintain all the works of the said crossings or affecting the North-western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said engineer of the North-western Company and if and whenever the Company fail so to do the North-western Company may make or do as well in and upon the lands of the Company or the lands acquired by them for purposes of this Act as their own lands all such works and things as such engineer may reasonably think requisite in that behalf and the sum from time to time certified by such engineer to be the reasonable amount of such their expenditure shall be repaid to the North-western Company by the Company and in default of payment may be recovered in any court of competent jurisdiction;

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- (6.) The Company shall not without the previous consent of the North-western Company acquire any portion of the property numbered on the deposited plans 314 in the parish of Leeds and the Company shall acquire only an easement in and upon such of the works lands and property of the North-western Company as may be necessary for the said crossing of the Leeds and Dewsbury Railway in manner aforesaid and the North-western Company may and shall grant such easement accordingly. The amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement ;
- (7.) The Company shall on demand pay to the North-western Company all reasonable expenses of the employment by the North-western Company during the construction of the works for and with respect to the crossings of or affecting the railway of the North-western Company of a sufficient number of inspectors and watchmen to be appointed by the North-western Company for watching their said railways 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 danger and accidents from any of the operations or from the acts and 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 ;
- (8.) The Company shall be responsible for and make good to the North-western Company all costs losses damages and expenses from time to time occasioned to the North-western Company or to the said railways or any other of their works and property or to the traffic on the said railways or to any company or person using the same by reason of the execution or failure of the works by this Act authorised 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 North-western Company from all claims and demands upon or against them by reason of any such execution or failure or of any such act or omission as aforesaid ;
- (9.) The Company and the North-western Company may agree in writing for any variation or alteration in the works by this section provided for or in the manner in which the same shall be executed ;

(10.) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the North-western Company otherwise than is herein expressly provided ; A.D. 1889.

(11.) If any difference shall arise between the respective engineers of the Company and the North-western Company as to the reasonableness of the plans sections and specifications herein-before provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the North-western Company.

25. For the protection of the mayor aldermen and burgesses of the borough of Leeds (in this section herein-after referred to as "the corporation") the following provisions shall have effect (that is to say) :— For the protection of the corporation of Leeds.

" WIDENING FROM ARDSLEY TO WORTLEY JUNCTION " and
 " WIDENING FROM STANNINGLEY TO WORTLEY JUNCTION."

The Company shall make the widened portions of the bridges over the following streets of the following spans and heights respectively (that is to say) :—

Name of Street.	Span of Bridge at Right Angles to Centre Line of Street.	Minimum Height above Surface of Street.
Dewsbury Road - - - -	43 feet	16 feet.
Elland Road - - - -	48 "	16 "
Huddersfield or Gelderd Road - -	51 "	16 "
Whitehall Road - - - -	42 "	16 "
Swinnow Lane - - - -	36 "	16 "
Henconner Lane - - - -	36 "	15 "
Amberley Road - - - -	36 "	14 "

The Company in the formation of the bridges to carry the following streets over the railways shall construct them in connexion with the existing bridges or in addition re-construct the existing bridges so as that combined they shall be of the following minimum widths

A.D. 1889. between the parapets enclosing the streets respectively (that is to say) :—

Name of Street.	Width between Parapets.
Mill Shaw Lane - - - - -	36 feet.
Tong Road - - - - -	48 „
Carr Croft's Road - - - - -	36 „
Wortley Road - - - - -	42 „
Whingate Road - - - - -	48 „
Haley Lane numbered 39 on the deposited plans -	36 „

The Company shall re-construct the existing bridge carrying the railway over Amberley Road aforesaid of similar dimensions to those herein-before provided for the widened portion of the bridge over the said road.

The Company shall take down the bridge carrying Haley Lane over the railway and shall re-construct the same over their present railway and the widening in such manner that the parapets of the bridge shall be in lines running due north and south and shall leave a clear width of thirty-six feet between the parapets of such bridge and shall properly connect the ends of the street to be made on such bridge with suitable curved lines with Haley Lane.

The bridges for the widenings over streets shall have their abutments built and the bridges for the widenings under streets shall have their parapets built so as not to encroach upon a line of street to be approved of by the corporation in each case.

Notwithstanding anything in this Act contained the Company shall not widen the existing bridges or construct any other bridge over Oldfield Lane or Swinnow Road.

The Company in constructing the widenings authorised by this Act shall not build any bridge which with the existing bridge shall cover any of the roads or streets above mentioned to a greater extent than eighty feet and if the Company shall require the widening to be of greater extent then they shall be at liberty to construct an additional bridge of similar height at a distance of not less than fifteen feet from the parapet of the existing or widened bridge to the nearest parapet of the additional bridge.

Whenever it shall become necessary to rebuild any existing bridge carrying the railway over any of the streets mentioned in this section

the Company shall at their own cost rebuild such bridge of such a width (as to square span over the street) as will leave a clear width of street not less than the width under the new bridges authorised by this Act.

All spaces under or over the said bridges crossing the streets mentioned in this section shall be dedicated to public use.

The Company shall in widening their railway under the powers contained in this Act sewer drain level flag and pave and make good and for ever thereafter maintain the whole of the streets over the said bridges and the respective approaches thereto.

The corporation may without making any payment remove the surface or other materials of and all sewers gas and water pipes in Arkwright Street and Arkwright Road and Brunel Street and Brunel Place when taken by the Company.

If the Company shall widen or deviate their railway under Crow Nest Lane they shall if required by the corporation provide land for a width of six yards for a street to run alongside the north-easterly side of the said widened or deviated railway from Crow Nest Lane to Elland Road and such street shall be formed at such levels as the corporation may think fit Provided always that the Company shall not be liable to bear the cost of forming sewerage draining levelling flagging and paving or maintaining the said street and the adjoining landowners shall not have access to the same until they shall have added land to such street so as to make it of a width of not less than twelve yards and shall have sewerage drained levelled flagged and paved the same.

26. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the works herein-after described and may exercise the powers herein-after mentioned and may for the purposes aforesaid make such alterations in the levels of the streets roads and footpaths affected thereby as are shown upon the deposited plans and sections and in connexion with or for the purposes of the said works may stop up such streets roads and footpaths as are shown on the said plans of the said works as intended to be stopped up making compensation to all persons whose property is injuriously affected by the exercise of the powers of this section and in addition to any other lands which they are by this Act authorised to acquire may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes:—

Roads and footpaths.
Further works by the Company.

NEW ROAD AND ABOLITION OF LEVEL CROSSING AT WYMONDLEY.—The Company may make in the parish of Little Wymondley in Hertfordshire a new road commencing in the road leading to

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Wymondley Bury about fifty yards south of the centre of the level crossing of that road by the Great Northern Railway and terminating in the public road leading from Hitchin to Stevenage at a point about twenty yards west of the centre of the bridge carrying the said railway over the said public road. And when the said new road is completed and opened to the public use the Company may abolish the said level crossing of their railway and may stop up and discontinue as a public highway so much of the said road leading to Wymondley Bury as lies between the points herein-before described.

DIVERSION OF FOOTPATH AT BOSTON.—The Company may make in the parish of Skirbeck in the parts of Holland in Lincolnshire a diversion of the footpath leading from Stell's Lane to Skirbeck Bank commencing in that footpath at a point about twenty yards south of the bridge carrying that footpath over the loop line of the Company and terminating at the north bank of the Redstone Gowt at a point about sixty-three yards measured along the footpath on the north bank of that gowt in a westerly direction from the centre of the bridge carrying the passenger lines of the Company over that footpath. And when the said diversion is completed and opened to the public the Company may stop up and discontinue as a public footpath so much of the said footpath from Stell's Lane as lies between the commencement of the proposed footpath and the northern end of the bridge carrying the said existing footpath over the Redstone Gowt.

ABOLITION OF LEVEL CROSSING AT COLWICK.—The Company may in the township of Carlton in the parish of Gedling in Nottinghamshire abolish the level crossing of the road near Colwick Sidings Signal-box at the south-east end of Netherfield Lane by the railway of the Company. Provided that before abolishing the level crossing they shall erect and for ever thereafter maintain a footbridge over their said railway in substitution for the said level crossing. Before commencing the construction of the said bridge the Company shall give to the Carlton Local Board fourteen days notice of their intention so to do and shall either before or at the time of serving such notice submit a plan and section of the proposed bridge for the approval of the surveyor of the said local board and such surveyor shall within fourteen days from the receipt thereof by the said local board signify his approval or otherwise of the same and if such surveyor shall neglect to signify his approval of or objection to the said plan and section respectively within the time aforesaid the Company may proceed to carry out the work in accordance with such plan and section. If the local board by their surveyor shall require any alteration of the said plan and section within

such period of fourteen days and any difference of opinion shall thereupon arise as to the proposed bridge or as to the mode of executing the same the matter in difference shall be decided by a person to be agreed upon by the Company and the said local board or failing agreement by a person to be appointed upon the application of either party by the President for the time being of the Institution of Civil Engineers and the costs of such application and reference shall be borne as the person so agreed upon or appointed shall direct.

NEW FOOTPATHS AT LEICESTER.—The Company may make:—

- (1.) In the parish of Belgrave in Leicestershire a new footpath commencing at a point in the southern boundary of the property of the Company about seventy-two yards south-west of the west side of Forest Road and terminating in the said southern boundary at the west side of that road; also
- (2.) In the said parish of Belgrave and the parish of Humberstone in Leicestershire another footpath commencing at or near the east side of the northern face of the bridge carrying the lines of the Company over Forest Road and terminating at or near the northern boundary of the property of the Company at the fence dividing the lands numbered two and three in the said parish of Belgrave on Sheet No. 3 of the plans deposited with the clerk of the peace for Leicestershire for the purposes of the Great Northern Railway (Further Powers) Act 1878.

FOOTBRIDGE AT THREE COUNTIES STATION.—The Company may in the parish of Arlesey in Bedfordshire construct a bridge for foot passengers over the main line of the Company at the road crossing the said line on the level at the south end of the platforms at Three Counties Station commencing in the said road at or near the south-east corner of the booking office on the up side of the line and terminating in the said road on the down side of the line at a point about nine yards west of the south-west corner of the down platform. And when the said footbridge is constructed and opened to the public the Company may abolish the said level crossing as a crossing for foot passengers and extinguish all rights of footway thereover.

FOOTBRIDGE AT MELDRETH.—The Company may in the parish of Meldreth in Cambridgeshire abolish the level crossing of their Cambridge branch by the footpath at the north-east end of the platforms at Meldreth Station and may substitute therefor the footbridge already constructed and all rights of way over the said level crossing are hereby extinguished.

FOOTBRIDGE AT BINGHAM.—The Company may in the parish of Bingham in Nottinghamshire abolish the level crossing imme-

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diately east of the east end of the platforms at Bingham Station as a crossing for foot passengers and may substitute therefor the footbridge already constructed and all rights of footway over the said level crossing are hereby extinguished.

FOOTBRIDGE AT WILLOUGHBY.—The Company may in the parish of Willoughby-with-Sloothby in the parts of Lindsey in Lincolnshire abolish the level crossing at Willoughby Station for foot passengers over the East Lincolnshire Railway and may substitute therefor the footbridge already constructed and all rights of footway over the said level crossing are hereby extinguished.

NEW FOOTPATH AT HORTON PARK.—The Company may in the township of Horton in the parish of Bradford in the west riding of Yorkshire construct a new footpath commencing in All Saints Road at a point about forty-five yards west of its junction with Dirkhill Road and terminating in Horton Park Avenue opposite Cecil Avenue and when the new footpath is completed and open to the public the Company may stop up and discontinue as a public highway so much of the footpath leading from Laisteridge Road to Horton Park Avenue as lies between All Saints Road and Horton Park Avenue.

New road
and bridge
at Kirkstead.

27. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections a new road commencing in the parish of Woodhall in the parts of Lindsey in Lincolnshire in the public road leading from Kirkstead Ferry to Horncastle at a point about fifty yards east of the level crossing of that road by the loop line of the Company and crossing the River Witham by a bridge and terminating in the parish of Martin in the parts of Kesteven in Lincolnshire in the public road leading from Kirkstead Ferry to Martin at a point about fifty yards measured along that road in a westerly direction from the centre of the towing-path on the west bank of the said river and the Company may alter the gradients of the said towing-path on the west side of the River Witham for a distance of about twenty yards on either side of the crossing of the said towing-path by the said new road and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for the purposes aforesaid.

For the benefit
&c. of the
Witham
Drainage
General Com-
missioners.

28. For the benefit and protection of the general commissioners for drainage by the River Witham in the county of Lincoln (hereinafter referred to as “the Witham Drainage General Commissioners”) the following enactment shall have effect:—

- (1.) The new road authorised by the last preceding section shall notwithstanding anything shown upon the deposited plans or sections be carried over the River Witham by means of a swing

bridge which shall be constructed in accordance with the design approved and signed by the chairman of the Witham Drainage General Commissioners on the second day of March one thousand eight hundred and eighty-nine and which has since been signed by the engineer to the Company.

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(2.) Prior to the erection of the bridge the channel of the River Witham at Kirkstead Ferry for a length of 2 chains above and 2 chains below the centre line of the bridge measuring along the axis of the stream shall be enlarged in such manner as the engineer to the Witham Drainage General Commissioners shall approve and be afterwards maintained by and at the cost of the Company. And the channel pillars and bridge structure shall at all times be kept clear of ice weeds and other obstructions to the satisfaction of the engineer to the Witham Drainage General Commissioners.

(3.) If at any time during the progress of the works authorised or in consequence thereof any silting up or obstruction shall arise or be caused in the River Witham within the limits before mentioned the same shall be removed forthwith by and at the cost of the Company to the reasonable satisfaction of the engineer to the Witham Drainage General Commissioners.

(4.) Nothing in this Act contained shall in any manner alienate prejudice alter lessen interfere with or impede the exercise of any of the rights interests powers privileges or authorities whatsoever now exercised by or vested in the general commissioners for drainage by the River Witham or their officers or servants save and except so far as the same rights interests powers privileges or authorities are intended to be altered or interfered with by this Act for the purpose only of executing the said swing bridge and other works connected therewith or relating thereto in manner herein-before mentioned.

29.—(1.) When and so soon as the said bridge is opened for public traffic the ferry called Kirkstead Ferry and all rights of ferry and other rights and privileges connected therewith which the owners of the said ferry now are or claim to be entitled to exercise and enjoy and all duties and obligations (if any) connected with the said ferry and to which they are now subject are hereby extinguished.

Abolition of
Kirkstead
Ferry.

(2.) The Company shall make compensation to the said owners for any rights of ferry which they now lawfully exercise and enjoy and which will be extinguished under the provisions of this enactment the amount of such compensation in default of agreement to be settled under and according to the provisions of the Lands

Compensa-
tion to
owners of
Kirkstead
Ferry.

A.D. 1889. — Clauses Consolidation Act 1845 for settling cases of disputed compensation.

Power to erect toll-gates &c. and to take tolls.

30.—(1.) The Company may cause to be erected and set up a toll-gate at or upon the bridge or at or upon the road by this Act authorised to be made by the Company and from time to time may remove such toll-gate and erect or set up another toll-gate in lieu thereof at any place upon any part of the bridge or road respectively and may from time to time erect provide and maintain such toll-houses and other conveniences near or adjoining to any such toll-gate as the Company shall think proper and tolls not exceeding those herein-after authorised may be demanded and taken at such toll-gate by such person or persons as the Company shall from time to time appoint of which appointment a certificate in writing signed by the secretary to the Company shall for all purposes be sufficient evidence.

(2.) In construing the provisions of this Act relating to such tolls the following words shall have the following meanings unless the subject or context should otherwise require :—

“Carriage” means any vehicle used for the conveyance of persons and includes a hearse ;

“Cart” means any vehicle used for the conveyance of animals goods machinery or other things and also any implement or machine drawn or propelled by any animal ;

“Engine” means and includes any traction locomotive or other engine and any implement or machine propelled or drawn by other than animal power ;

“Velocipede” includes bicycle and thing of the like nature whatever number of wheels it may have.

Maximum amount of tolls.

31. The tolls which the Company from time to time may demand and take shall not exceed the following (that is to say) :—

For every foot passenger except the person actually driving or accompanying any cart or carriage (not being a cart or carriage usually employed for the conveyance of passengers) or engine the sum of one halfpenny ;

For every person who shall ride in or upon any cart or carriage (not being a carriage usually employed for the conveyance of passengers) or engine or who shall ride upon any animal drawing any such cart carriage or engine the sum of one halfpenny ;

For every animal drawing any cart carriage or engine the sum of sixpence ;

For every horse mule or ass laden or unladen and not so drawing the sum of one penny ;

For every drove of oxen or neat cattle the sum of tenpence per score and so in proportion for any greater or less number than a score and any less number than a quarter of a score shall be deemed to be a quarter of a score ;

For every drove of calves pigs sheep or lambs the sum of fivepence per score and so in proportion for any greater or less number than a score and any less number than a quarter of a score shall be deemed to be a quarter of a score ;

For every unloaded cart the sum of one penny ;

For every loaded cart the weight of which with its load but exclusive of the animal drawing it shall not exceed one and a half tons threepence and an additional sum of one penny for every half ton above the said one and a half tons and a fraction of a half ton may be charged as a half ton ;

For every velocipede the sum of one penny :

And the said tolls shall be paid before any such person or any such animal carriage cart engine or velocipede as aforesaid shall be entitled to pass through any such toll-gate and the said tolls shall be and the same are hereby vested in the Company for the purposes of this Act.

32. No cart carriage or engine propelled or moved by other than animal power or being of a greater weight (with its load and the animals drawing or propelling the same) than ten tons shall cross the bridge excepting with the consent of the Company and on payment of such tolls as they may demand.

Traction by steam or machinery prohibited.

33. The tolls by this Act authorised to be taken shall be paid for every time of passing or repassing over the bridge.

Tolls to be paid each time of passing.

34. In all cases where there shall be a fractional part of a halfpenny in the amount of any of the tolls the sum of one halfpenny may be demanded and taken in lieu of such fractional part.

Fractional parts of a halfpenny.

35. When any toll-gate shall be erected by virtue of this Act the Company shall and they are hereby required to put up or cause to be put up and afterwards to be continued at such toll-gate a table painted in distinct and legible black letters on a board with a white ground containing a list distinguishing the several tolls to be paid by virtue of this Act and to renew such board whenever any of the letters or figures thereof shall be worn out defaced or obliterated and it shall not be lawful for the Company to demand or take or cause to be demanded or taken any tolls except for and during such time as the board so painted as aforesaid shall remain affixed to such toll-gate.

Table of tolls to be put up.

36. The Company may cause to be erected at or near the bridge at such place as they shall think expedient one or more cranes or

Power to erect

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weighing-
machines.

Toll-keepers
may weigh
carriages &c.

weighing-machines proper for the weighing of engines carts and other carriages and the goods or other things conveyed therein or thereon.

37. The keeper of any toll-gate or any other person appointed by the Company or the keeper of any crane or weighing-machine appointed by the Company may require every driver or conductor of any cart carriage or engine which shall pass or be about to pass over the bridge to be weighed at such crane or weighing-machine and if any such driver or conductor shall refuse to allow the same to be weighed or shall resist any gate-keeper toll-keeper or toll-collector or weigher or other person appointed as aforesaid in weighing the same every such driver or conductor shall forfeit to the Company any sum not exceeding five pounds.

Weighing-
machines &c.
may be used
for other
purposes.

38. The Company may if they think fit permit any such crane or weighing-machine to be used for the purpose of weighing any vehicles goods or things not having passed nor being about to pass over the bridge on such terms and conditions and on payment of such charges as they may think fit.

Locomotive
Act 1861
to apply to
bridge and
road.

39. The clauses and provisions of the Locomotive Act 1861 as amended by any subsequent Act with respect to tolls and all other matters shall apply to the bridge and road by this Act authorised.

Exemptions
from toll.

40. Provided always that no toll shall be demanded or taken :—

- (1.) For any horses or carriages attending Her Majesty or any of the Royal Family or returning after having so attended ;
- (2.) For any person horse or carriage or other vehicle employed in conveying or guarding postal packets under the authority of Her Majesty's Postmaster-General either when employed in conveying fetching or guarding such postal packets or in returning from conveying or guarding the same The term "postal packet" in this section has the same meaning as in the Post Office (Protection) Act 1884 ;
- (3.) For any officer or soldier of Her Majesty's regular forces upon march or upon duty ;
- (4.) For any animal or carriage attending soldiers with their arms and baggage or returning after having been so employed ;
- (5.) For any cart or other carriage or any animal drawing the same which is employed in conveying any ordnance or commissariat or other public stores of or belonging to Her Majesty or to or for the use of Her Majesty's forces ;
- (6.) For any officer or man of Her Majesty's auxiliary or reserve forces dressed in the uniforms of their respective corps upon their march or upon duty or in going to or returning from the place appointed for and on the days of exercise ;

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(7.) For any horse furnished by or for or belonging to any officer of Her Majesty's regular auxiliary or reserve forces or to any corps of yeomanry or volunteer cavalry and ridden by such officer on duty or by a member of such corps dressed in the uniform of the corps in going to or returning from the place appointed for and on the days of exercise ;

(8.) For any officer of Inland Revenue being in the execution of his duty and who either produces his commission to the toll collector or is known to him to be in Her Majesty's service ;

(9.) For any policeman on duty ;

(10.) For any animal or carriage employed only in conveying any vagrant sent by a legal pass or any prisoner sent by a legal warrant or returning empty after being so employed :

And if any person shall claim or take the benefit of any of the exemptions by this Act granted not being entitled to the same every such person for every such offence shall forfeit and pay to the Company any sum not exceeding forty shillings.

41. If any person subject to the payment of the tolls hereby made payable or any of them shall after demand made thereof by any collector appointed to receive the same neglect or refuse to pay the same or any part thereof it shall be lawful for such collector by himself or taking such assistance as he shall think necessary to stop and prevent the passage of the person so neglecting or refusing or of the animal cart carriage engine goods or things for or in respect of which such tolls ought to be paid until full payment thereof or to seize and distrain any animal together with its bridle saddle gear harness or accoutrements and any cart or carriage drawn by such animal or any engine and if such tolls and the reasonable charges of such seizure and distress shall not be paid within the space of three days next after such seizure and distress shall have been made the person so seizing and distraining shall and may sell the animals or things so seized and distrained or any part thereof returning the overplus (if any) and what shall remain unsold upon demand to the owner thereof after such tolls and the reasonable charges occasioned by such seizure distress and sale shall be deducted.

Power to stop any person refusing to pay toll.

42. The directors of the Company may from time to time lessen or reduce all or any of the tolls hereby granted for such time as they shall think proper and raise again the tolls so lessened or reduced or any part thereof so that the same do never exceed the tolls herein-before granted and the tolls so lessened or reduced or raised again shall be collected and recovered in the same manner as the tolls hereby granted are authorised or directed to be collected and recovered.

Power to vary tolls.

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Tolls to be
charged
equally.

43. The tolls to be taken by virtue of this Act shall at all times be charged equally and after the same respective rate upon all persons passing over or using the bridge or road and in respect of all animals carts carriages and engines and no reduction or advance of the said toll shall either directly or indirectly be made partially or in favour of any particular person or party but every such reduction or advance of tolls shall extend and take place in respect of the same description of animals carts carriages and engines and to all persons or parties whomsoever passing over or using the bridge anything herein contained to the contrary thereof in anywise notwithstanding:

Provided that no person animal cart carriage engine or velocipede going to the Kirkstead Station of the Company for the purpose of being conveyed on the railway of the Company or coming from such station after having been conveyed on the said railway and using the said bridge or road solely for either of those purposes shall be liable to any toll for such user.

For prevent-
ing toll
collectors
taking undue
toll or mis-
behaving.

44. Every toll collector shall and he is hereby required to place his Christian and surname painted on a board in legible characters on the front or on some other conspicuous part of the toll-house or toll-gate immediately on his coming on duty each of the letters of such name or names to be at least two inches in length and of a breadth in proportion and painted in black letters on a board with a white ground and shall continue the same so placed during the whole time he shall be on duty and if any toll collector shall not place such board and keep the same there during the time he shall be such collector as aforesaid or shall demand or take a greater or less toll from any person than he shall be authorised to do by virtue of the powers of this Act or of the orders and resolutions of the Company made in pursuance thereof or shall demand and take a toll from any person who shall be exempted from the payment thereof and claim such exemption or shall refuse to permit or suffer or shall in anywise hinder any person from reading the inscriptions on the said board or upon the table of tolls by this Act required to be put up at any toll-gate of the Company or shall refuse to tell his Christian or surname to any person who shall demand the same on having paid the said tolls or any of them or shall in answer to such demand give a false name or upon the legal toll being paid or tendered shall unnecessarily detain or wilfully obstruct hinder or prevent any passenger from passing through any toll-gate then and in every such case every such toll collector shall forfeit and pay such sum not exceeding five pounds for every such offence as the justice or justices before whom the complaint shall be heard shall adjudge.

45. If any person shall fraudulently or forcibly pass over the bridge or through any toll-gate without having paid the said tolls or shall assault interrupt or obstruct any person employed in the collection of the said tolls or shall take off or cause to be taken off any animal from any cart carriage or engine at or near to any toll-house or gate to be erected or set up by virtue of this Act and afterwards put or add the same after having passed such toll-house or gate as aforesaid with intent to evade and thereby shall evade or endeavour to evade the payment of any part of the said tolls or shall forge counterfeit or alter or receive from or deliver to any other person or persons any note or ticket with intent to evade or to enable or assist any other person or persons to evade the payment of any part of the said tolls every person so offending shall for every such offence forfeit and pay a sum not exceeding forty shillings.

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Penalty on
evading tolls.

46. In case any dispute shall happen about the amount of toll due or the charges of keeping or selling any distress made for the non-payment of such toll it shall be lawful for the collector or the person distraining to retain such distress or the money arising from the sale thereof (as the case may be) until the amount of the toll due and the charges of the keeping and selling the distress be ascertained by a justice or justices who upon application made to him or them for that purpose shall have power to determine the amount of the toll due and other matters in dispute between the parties and may also award such costs to be paid by either party to the other as to such justice or justices shall seem just and reasonable.

For settling
disputes
concerning
tolls.

47. Subject to the provisions of this Act the Great Northern and Great Eastern Joint Committee may make and maintain in the lines and according to the levels shown on the deposited plans and sections the work herein-after described and may exercise the powers herein-after mentioned and may for the purposes aforesaid make such alterations in the levels of the road and footpaths affected thereby as are shown upon the deposited plans and sections and may stop up such road and footpaths as are shown on the deposited plans of those works as intended to be stopped up and in addition to any other lands which they are by this Act authorised to acquire may enter upon and take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes making compensation in accordance with the Lands Clauses Consolidation Act 1845 to all parties injuriously affected by the exercise of the powers contained in this section :—

Work by
Great
Northern
and Great
Eastern
Joint Com-
mittee.

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NEW ROAD AND ABOLITION OF LEVEL CROSSING AT RUSKINGTON.—They may in the parish of Ruskington in the parts of Kesteven in Lincolnshire construct a new road commencing in the public road leading from Anwick to Ruskington about seventy-five yards east of the centre of the bridge carrying the said road over the railway of the said joint committee at the north end of Ruskington Station and terminating in the occupation road also leading from Anwick to Ruskington at a point about sixty yards east of the centre of the level crossing of the said railway by the said occupation road and when the said new road is completed and opened to the public the said joint committee may abolish the said level crossing.

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

48. The site and soil of the several roads streets and footpaths or portions thereof by this Act authorised to be stopped up and discontinued and the fee simple and inheritance thereof shall (except where by this Act otherwise provided and subject to the acquisition of any existing private rights of way thereover by the Company or by the Lancashire and Yorkshire Railway Company or by the Halifax and Ovenden Joint Committee or by the Great Northern and Great Eastern Joint Committee as the case may require) if the Company or the Lancashire and Yorkshire Railway Company or the Halifax and Ovenden Joint Committee or the Great Northern and Great Eastern Joint Committee as the case may require are or if and when under the powers of this Act or of any other Act already passed relating to the Company or the Lancashire and Yorkshire Railway Company or the Halifax and Ovenden Joint Committee or the Great Northern and Great Eastern Joint Committee as the case may require they become the owners of the lands on both sides thereof be from the time of the stopping up thereof respectively absolutely vested in the Company or the Lancashire and Yorkshire Railway Company or the Halifax and Ovenden Joint Committee or the Great Northern and Great Eastern Joint Committee as the case may require subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway.

Power to deviate in construction of roads.

49. The Company or the Great Northern and Great Eastern Joint Committee as the case may require in constructing the alteration of roads and footpaths herein-before authorised may deviate from the centre lines shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively but so nevertheless that no part of such deviation be constructed beyond the said limits and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet but not so as to increase the gradient of any road or footpath.

50.—(1.) Subject to the provisions of section 46 of the Railways A.D. 1889.
Clauses Consolidation Act 1845 every new road or footpath con-
structed and completed under the powers of this Act shall be Substituted
repaired and maintained by the body or persons who repair and roads to be
maintain the highways of the township or district in which such repaired &c.
new road will be situate and every altered and substituted road or as existing
footpath constructed under the powers of this Act shall vest in and roads.
be repaired and maintained in the same manner and to the same
extent as and by and at the expense of the same bodies or persons
as are now liable to repair and maintain the roads or footpaths for
which they are substituted Provided that the structure of every
bridge shall be repaired and maintained by the Company or the
Great Northern and Great Eastern Joint Committee as the case may
require ;

(2.) The Company or the Great Northern and Great Eastern
Joint Committee as the case may require and any such body or
person may (subject to the provisions of this Act) enter into and
fulfil agreements for or in relation to such construction and for or
in relation to the repair and maintenance of all or any of such new
substituted or existing roads or footpaths ;

(3.) Any such agreements shall be deemed to be purposes of
the Public Acts under which such body or persons have jurisdiction
and any expenses incurred in relation to such agreements shall be
deemed to be expenses incurred for the purposes of those Acts ;

(4.) The certificate of two justices of the due completion of any
such new altered or substituted road or footpath shall be conclusive
evidence of the fact so certified and such certificate shall be obtained
before the existing road or footpath is interfered with except in so
far as may be necessary for the construction and completion of such
new altered or substituted road or footpath.

51. Subject to the provisions of this Act the Company in addition Power to
to the other lands which they are by this Act authorised to acquire Company to
may enter upon and take compulsorily or by agreement for the purchase
improvement and enlargement of their railways stations and works additional
and for the construction of new stations buildings and sidings and lands.
other the purposes of their undertaking the lands herein-after
described which are delineated upon the deposited plans and
described in the deposited books of reference and they may retain
and hold such of the said lands as have already been purchased by
them :—

WOOD GREEN.—Certain lands in the parish of Tottenham in the
county of Middlesex adjoining the main line of the Company
on the east side thereof and bounded on the south by the back
walls of the gardens of "The Grove" on the north by Wood

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Green Common and on the east by the footpath leading from Western Road to the said common.

Certain other lands in the said parish of Tottenham forming part of Wood Green Common and bounded on the west by property of the Company on the south by the last-mentioned lands on the north by property of or reputed to belong to the New River Company and on the east by the other portion of the said common.

Certain other lands in the said parish of Tottenham belonging or reputed to belong to and in the occupation of the New River Company bounded on the west by property of or reputed to belong to the Company on the south by Wood Green Common and on the north by other property of or reputed to belong to the Company and by Wood Green Common.

Certain other lands in the said parish of Tottenham also forming part of Wood Green Common and bounded on the west by property of or reputed to belong to the Company on the south-east by property of or reputed to belong to the New River Company and on the north-east by Buckingham Road.

BOSTON.—Certain lands in the parish of Boston in the parts of Holland in Lincolnshire adjoining the loop line of the Company on the west side thereof bounded on the north and east by property of or reputed to belong to the Company and on the south by Broadfield Lane.

COLWICK.—Certain lands in the parish of Colwick in Nottinghamshire adjoining the Nottingham and Grantham line of the Company on the north-east side thereof and bounded on the north-east side by the parish boundary between Colwick and Gedling parishes.

Certain other lands in the township of Carlton in the said parish of Gedling in Nottinghamshire being glebe lands bounded on the north-east by Stoke Dyke and on the west and south-east by property of or reputed to belong to the Company.

WAKEFIELD.—Certain lands in the township of Stanley-cum-Wrenthorpe in the parish of Wakefield in the west riding of Yorkshire adjoining the West Yorkshire Railway of the Company on the south-west side thereof and lying between Balne Lane and the Ossett branch of the Company.

LAISTER-DYKE.—Certain lands in the township of Bradford in the parish of Bradford in the west riding of Yorkshire situated on the west side of the road leading from Birkenshaw to Bradford and bounded on the south by the property of or reputed to belong to the Company.

DUDLEY HILL.—Certain lands in the township of Tong in the parish of Birstal in the west riding of Yorkshire situated on the north-west side of the Gildersome branch railway of the Company.

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52. With respect to the acquisition by the Company under the powers of this Act of the portions of Wood Green Common (in this section called "the common") the following provisions shall have effect (that is to say) :—

As to the acquisition of portions of Wood Green Common.

(1.) "The plan" in this section referred to means a plan signed in duplicate by the Right Honourable Victor Albert George Child Earl of Jersey the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred ;

(2.) The Company shall not under the powers of this Act purchase or acquire a greater quantity of the common than one acre two roods and nineteen perches being the lands coloured yellow on the plan ;

(3.) Before taking any portion of the common the Company shall purchase and acquire the fee simple in possession free from encumbrances of the lands coloured red on the plan and containing one acre three roods and twenty-six perches ;

(4.) As soon as the Company have acquired the said lands coloured yellow the said lands coloured red other than the house and its appurtenances now standing thereon and the site thereof and the land surrounding the said house for a space of twenty feet on every side thereof shall be by virtue of this Act annexed to and for all purposes form part of the common in substitution for the said lands coloured yellow and the several persons and bodies possessed of or entitled to any estate interest rights or privileges in upon or in respect of the lands coloured yellow shall have and be entitled to the same estate and interest and may exercise and enjoy the same rights and privileges in upon and in respect of the said substituted lands coloured red which they respectively now or but for the passing of this Act at any time hereafter might have exercise or enjoy in upon or in respect of the said lands coloured yellow ;

(5.) The said house and its appurtenances and the site thereof and the said space of twenty feet surrounding the said house shall vest in the Wood Green Local Board absolutely Provided that if the said board shall at any time pull down the said house and shall not erect another house or building in place thereof the land forming the site thereof and the said space surrounding the same shall be subject to all the provisions of the last preceding sub-section ;

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- (6.) If any claim be made in respect of the substitution of the said lands coloured red for the said lands coloured yellow regard shall be had in settling such claim to the value to the person making the same of the said substituted lands ;
- (7.) The Company shall deliver the said lands coloured red to the Wood Green Local Board either in their present condition or partly in their present condition and partly levelled soiled and seeded with grass or wholly levelled soiled and seeded with grass at the option of the said board ;
- (8.) The Company shall erect and maintain a wooden "pale and space" fence six feet in height so as to fence off the common from the slope of their embankment for the whole length thereof where it bounds the said common and shall plant the said slope with ornamental trees or shrubs but the Company shall not be bound to maintain or renew the said trees or shrubs ;
- (9.) The Company shall not on any part of that side of the said fence which is next to the common affix or exhibit or permit to be affixed or exhibited any placards or advertisements except such as relate to the business of the Company or of the traders on their railway.

For the protection of the New River Company.

53. The Company in constructing the railway and works authorised by this Act shall so far as the said works affect the New River Company's works property rights and interests be subject to the following regulations :—

- (1.) Before commencing any such works the Company shall give to the New River Company twenty-one days notice of their intention so to do and shall either before or at the time of serving such notice submit to the New River Company plans and sections of the proposed works with detailed descriptions of the mode of executing the same for the approval of the engineer for the time being of the New River Company and such engineer shall within twenty-one days from the receipt thereof by the New River Company signify his approval or otherwise of the same and if such engineer shall neglect to signify his approval or objection to the said plans and sections respectively within the time aforesaid the Company may proceed to carry out the works in accordance with such plans and sections. If the New River Company by their said engineer shall require any alteration of the said plans and sections within such period of twenty-one days and any difference of opinion shall thereupon arise as to the proposed works or as to the mode of executing the same the matter in difference shall be settled in manner hereinafter provided ;

- (2.) All works matters and things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the river banks or other works the property of the New River Company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the superintendence or supervision of and in such manner as shall be required by the engineer of the New River Company ;
- (3.) In the event of any injury to the New River Company's river or banks or other works by reason of the said works of the Company authorised by this Act or by any act or default of the Company their agents or contractors whether the same shall happen during the construction of the railway or after the railway shall have been completed and opened for traffic or in the event of any loss to the New River Company from any interruption to their supply of water through any act or default of the Company their agents or contractors the Company shall be answerable and shall pay to the New River Company all damages and make good all loss arising therefrom and be liable at all times thereafter to make good at their own expense whatever injury may be done or caused to the said river or banks or other works ;
- (4.) If any interruption whatever in the supply of water by the New River Company shall be in any way occasioned by the Company or by any act or default of the Company their agents or contractors the Company shall forfeit and pay to the New River Company for the use and benefit of the said New River Company the sum of twenty pounds for every hour or part of an hour during which such interruption shall continue and shall save harmless the New River Company from all damages and costs in respect of any such interruption such sum damages and costs to be recoverable by the New River Company in any court of competent jurisdiction ;
- (5.) The railway and works hereby authorised to be constructed over the New River at Wood Green shall be carried over such river by means of a bridge and such bridge shall be so built and constructed that for a width of at least twenty feet on either side of the centre line of the river there shall be a clear headway over the river and its banks up to a level of at least nine feet above the surface of the river banks ;
- (6.) It shall not be lawful for the Company without the consent in writing of the New River Company under their common seal to acquire the freehold of or any right or property in the New

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River Company's river banks or any other lands immediately connected with their water undertaking other than the right subject to the provisions of this Act of executing the several works necessary and proper for constructing protecting and maintaining the railways and works by this Act authorised upon over or through the lands of the New River Company and for repairing the same railways and works and all such repairs shall from time to time be done under the superintendence or supervision and to the reasonable satisfaction of the engineer for the time being of the New River Company ;

- (7.) The Company shall bear and pay the reasonable costs charges and expenses of the New River Company of and incidental to the superintendence or supervision during the progress and until the completion of the same of all or any of the works whether of construction protection maintenance or repair by this Act authorised whereby the river river banks lands or other property of the New River Company may be interfered with and all such costs charges and expenses may be recovered against the Company by the New River Company in any court of competent jurisdiction ;
- (8.) Except as in this Act specially provided nothing in this Act shall prejudice diminish alter or take away any of the rights privileges powers or authorities of the New River Company ;
- (9.) In the event of any question arising as to the construction meaning or intention or as to the costs charges or expenses of or incident to any works matters or things to be executed or done in pursuance of the foregoing provisions the same shall be decided by a person to be agreed upon by the Company and the New River Company or failing agreement by a person to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the costs of such application and reference shall be borne as the person so agreed upon or appointed shall direct.

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

54. The Company shall not without the previous consent of the London and North-western Railway Company (in this section called "the North-western Company") under their common seal purchase or acquire any of the lands or property of the North-western Company in the parishes of Gedling and Colwick except so much thereof as the Company may require for the purpose of constructing a junction line to connect certain proposed sidings to be constructed by them with their Nottingham and Grantham Railway and the Company shall construct such junction line with not more than two lines of railway and in such a position as shall be agreed

upon between the respective engineers of the Company and the North-western Company ; A.D. 1889.

The Company shall at all times provide a free open and uninterrupted access or accesses from the said lands and property of the North-western Company to the footpath which crosses on the level the Company's Nottingham and Grantham Railway at the south-east end of the said property or to any deviation thereof which the Company may be empowered to make ;

If the Company shall deviate the said footpath so that it shall be alongside of and adjoining to the said property of the North-western Company they shall construct to the satisfaction of the principal engineer of the North-western Company an unclimbable fence between the said property and the said footpath for the extent to which the said footpath may adjoin the said property of the North-western Company ;

The Company shall not in any way obstruct interfere with or prejudicially affect the free and uninterrupted access from Netherfield Lane to any of the said lands or property of the North-western Company.

55. For the protection of the mayor aldermen and citizens of the city of Wakefield (in this section referred to as "the corporation") the following provision shall apply :— For the protection of the corporation of Wakefield.

If the Company shall interfere with the public sewer laid through land situate in the township of Wakefield belonging or reputed to belong to Miss Edith Mackie and the Company and passing under the bridge carrying the railway of the Company near Balne Lane and continuing thence through other lands proposed to be purchased by the Company under the powers of this Act the Company shall not be entitled to rely for the lateral support of their works upon the soil in which the said sewer is laid and the Company shall if the said bridge be extended construct the abutments of the extended portion thereof to a depth below the invert of such sewer of sufficient strength to stand without such lateral support so that should it at any time or times hereafter become necessary for the corporation to excavate the whole or any portion of the ground forming the roadway under the said bridge to the level of the bottom of such sewer to gain access for the purpose of reinstating cleansing altering or examining the said sewer the corporation shall not thereby render themselves liable to make good any damage that may be caused to the Company's works or property by such excavation. If the land in which such sewer is placed be raised or appropriated for railway purposes so that the sewer is thereby rendered more inaccessible than it

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is at the present time then and in such case the Company shall at all times thereafter maintain such sewer in the parts thereof where the land is so raised or appropriated.

Extension of time for purchase of certain lands.

56. The powers of the Company for the compulsory purchase of lands for the purposes of the widening authorised by the Great Northern Railway Act 1887 of the portion of their railway at Holloway is hereby extended until the fifth day of July one thousand eight hundred and ninety-two but the said powers shall not be exercised after that date and section 35 of that Act shall be read and construed accordingly.

Power to Great Northern and Great Eastern Joint Committee to acquire additional lands.

57. Subject to the provisions of this Act the Great Northern and Great Eastern Joint Committee may enter upon take use and appropriate to purposes connected with their joint undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference (that is to say):—

Certain lands in the township of Cantley in the parish of Cantley in the west riding of Yorkshire adjoining the Doncaster and Gainsborough Line of the said joint committee on the north side thereof and lying to the east of Black Carr Junction.

Power to West Riding Railway Committee to acquire additional lands.

58. Subject to the provisions of this Act the West Riding Railway Committee may enter upon take use and appropriate to purposes connected with their joint undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference (that is to say):—

Certain lands in the township of Hampole in the parish of Adwick-le-Street in the west riding of Yorkshire lying to the north of Hampole Station and bounded on the south by Hampole Dyke and on the north-west by the public road known as Leys Lane.

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

59. And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands houses or other buildings or manufactories described or referred to in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation

shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise. If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or other person shall fail to notify to the Company that he alleges such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them. Provided always that if in the opinion of such tribunal any such portions cannot be severed from the remainder of such property without material detriment thereto the Company may withdraw their notice to treat for the portion of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice. Provided also that if in the opinion of such tribunal any such portions can notwithstanding the allegation of such owner or other person be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owner or person incident to the arbitration or inquiry shall be borne and paid by such owner or person.

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

60. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company or to the Lancashire and Yorkshire Railway Company or to either of the said committees any easement right or privilege (not being an easement of water) required for the purposes of this Act or any of the purposes of their undertaking in over or affecting

Power to take easements &c. by agreement.

A.D. 1889. any such lands and the provisions of the said Acts with respect to lands and rentcharges as far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights or privileges as aforesaid.

Period for compulsory purchase of lands.

61. The powers for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Extending time for sale of certain superfluous lands.

62. The Company with respect to lands acquired by them alone and the Company and any other company with whom the Company jointly hold any lands under the powers of any Act relating to the undertaking of the Company or of such other company with respect to such last-mentioned lands may notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or to such other company with which that Act is incorporated retain and hold any lands acquired by them respectively and which have not yet been applied to the purposes for which they were acquired or sold or disposed of for the periods following (that is to say):—As regards such of the lands as are situate near to or adjoining any railway or station of the Company or of such other company as the case may be or as they respectively may be of opinion that they may require for the purposes of stations sidings or other conveniences for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act :

But the Company or such other company as the case may be shall at the expiration of such respective periods of ten years and two years proceed bonâ fide to the sale and disposal of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes aforesaid.

Restrictions on displacing persons of labouring class.

63.—(1.) The Company shall not under the powers of this Act purchase or acquire in any parish in the metropolis as defined by the Metropolis Management Act 1855 twenty or more houses nor shall the Company or the Lancashire and Yorkshire Railway Company or either of the said committees in any other city borough or urban sanitary district or any parish or part of a parish not being within an urban sanitary district so purchase or acquire ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

(a.) They shall have obtained the approval in the case of the metropolis of the Secretary of State for the Home Department or in any other case of the Local Government Board to a scheme

for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the said Secretary of State or the Local Government Board (as the case may require) shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case ; and

(b.) They shall have given security to the satisfaction of the said Secretary of State or the Local Government Board (as the case may require) for the carrying out of the scheme.

(2.) The approval of the said Secretary of State or the Local Government Board (as the case may require) to any scheme under this section may be given either absolutely or conditionally and after the said Secretary of State or the Local Government Board (as the case may require) have approved of any such scheme he or they (as the case may require) may from time to time approve either absolutely or conditionally of any modifications in the scheme.

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

Provided that the said Secretary of State or the Local Government Board (as the case may require) may dispense with the last-mentioned requirement subject to such conditions if any as they may see fit.

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

(5.) If such company or committee acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the said Secretary of State or the Local Government

A.D. 1889. Board (as the case may require) by action in the High Court of Justice and shall be carried to and form part of the Consolidated Fund of the United Kingdom :

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

(6.) For the purpose of carrying out any scheme under this section such scheme shall for all purposes be deemed to be an undertaking of such company or committee and such company or committee may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands beyond the metropolis by such company or committee for the purposes of any scheme under this section in the same manner in all respects as if such company or committee were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

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

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

Provided also that the said Secretary of State or the Local Government Board (as the case may require) may at any time dispense with all or any of the requirements of this sub-section subject to such conditions if any as they may see fit.

(8.) All buildings erected or provided by the Company within the metropolis for the purpose of any scheme under this section shall be subject to the provisions of the Metropolitan Building Act 1855 and the Metropolis Management Act 1855 and any Act or Acts amending those respective Acts.

(9.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156

of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by such company or committee for the purpose of any scheme under this section.

(10.) The said Secretary of State may direct any inquiries to be held which he may deem necessary in relation to any scheme under this section and may appoint inspectors for the purposes of any such inquiry and the inspectors so appointed shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875.

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

(12.) The Company shall pay to the said Secretary of State any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a reasonable sum to be fixed by the said Secretary of State for the services of such inspector.

(13.) Such company or committee (as the case may require) shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

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

64. The agreement made the thirteenth day of May one thousand eight hundred and eighty-six between Thomas Hill Henry Milward Barnes John Wesley Lewis and Robert Mellors promoters of the Nottingham Suburban Railway Company of the one part and the

Annuling
existing
agreement
between the
promoters of
the Notting-
ham Subur-

A.D. 1889.
Nottingham Suburban Railway Company and the Company.

Company of the other part and which is set forth in the schedule to the Nottingham Suburban Railway Act 1886 is hereby declared to be null and void and section 49 of that Act confirming the said agreement is hereby repealed.

Confirming scheduled agreements.

65. The two agreements made between the Nottingham Suburban Railway Company of the one part and the Company of the other part dated respectively the thirtieth day of December one thousand eight hundred and eighty-six and the twenty-sixth day of May one thousand eight hundred and eighty-seven as set forth in the Second Schedule to this Act are hereby confirmed and made binding on the Nottingham Suburban Railway Company and the Company :

Provided always that the said agreements shall be subject to revision by the Railway Commissioners in the manner provided by section 27 of the Railways Clauses Act 1863 as amended by the Railway and Canal Traffic Acts 1873 and 1888.

Saving for Postmaster-General.

66. Nothing in this Act or in the agreements scheduled hereto shall affect the rights of the 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 Nottingham Suburban Railway Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Nottingham Suburban Railway Company is owned leased or worked by the Company or amalgamated with the undertaking thereof and as freely and fully in all respects as he was entitled to do before the passing of this Act.

Authorising filling in of portion of bay on Nottingham and Grantham Canal and sale of portion so filled in.

67. Subject to the provisions of this Act and in accordance with the lines and levels shown on the deposited plans and sections the Company may in the parish of Sneinton and in the parish of Saint Mary Nottingham both in the county of Nottingham fill in a portion and narrow the waterway of a bay on the Nottingham and Grantham Canal such bay being bounded on the west by the London Road on the north-east by the said canal and on the south-east by the Trent Bridge works and may cover over the said waterway so narrowed and notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 relating to superfluous lands the Company and the Nottingham and Grantham Railway and Canal Company may sell and dispose of on such terms for such price or other consideration and subject to such covenants and conditions as they may respectively think fit the land constituting the said bay :

Provided that nothing herein contained shall authorise or empower the Company to restrict or lessen the existing free flow of water over the weir leading into the River Trent otherwise than as shown on the said deposited plans. A.D. 1889.

68. The Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they are already authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised and the Company may for the purposes of this Act and for the general purposes of their undertaking from time to time subject to the provisions of Part II. of the Companies Clauses Act 1863 raise in addition to the sums of money which they are already authorised to raise any additional sum or sums not exceeding in the whole five hundred thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partly by any one or more of those methods respectively which shares or stocks shall form part of the general capital of the Company. Company may apply their funds towards purposes of Act and may raise additional capital.

69. The Company shall not issue any share or stock created under the authority of this Act nor shall any such share or stock vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share or stock shall have been paid in respect thereof. Shares or stock not to vest until fifth part paid up.

70. The Company may from time to time if they think fit attach to all or any new shares or any class of new shares created under the powers of this Act any total or partial permanent or temporary restriction of the rights of voting and other qualifications of the holders thereof. Votes in respect of new shares.

71. All shares of the same class created by the Company under this Act shall confer like privileges and shall bear like dividends or interest and be subject to like restrictions (if any). Shares of same class to have like privileges.

72. If by any other Act passed in the present session of Parliament whether before or after the passing of this Act the Company be authorised to raise any capital by new shares then subject to the provisions of the other Act and this Act respectively the Company if they think fit may raise by the creation and issue of new shares of one and the same class all or any part of the aggregate capital which they are by the other Act and this Act respectively authorised to raise by the creation and issue of new shares. Power to Company to raise capital under any other Act and this Act by new shares of one class.

73. The Company may from time to time borrow on mortgage of their undertaking additional sums not exceeding in the whole one hundred and sixty-six thousand pounds in respect of the Power to borrow on mortgage.

A.D. 1889. — additional capital of five hundred thousand pounds by this Act authorised to be raised Provided that in respect of every one hundred thousand pounds of such additional capital issued and accepted and one half whereof shall have been paid up the Company may borrow a sum or sums not exceeding in the whole thirty-three thousand pounds But no part of any of the before-mentioned sums of thirty-three thousand pounds shall be borrowed until shares for so much of the said portion of the additional capital in respect of which the borrowing powers are to be exercised as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of additional capital have been issued and accepted and that one half of such portion has been paid up and that not less than one fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of such portion of the said additional capital as is to be raised by means of stock is fully paid up and the 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 paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Existing mortgages to have priority.

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

Debenture stock.

75. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank *pari passu* with the interest

of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages. A.D. 1889.

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

77. If any money is payable to a holder of shares or stock in or of a mortgage or debenture stock of the Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company. Receipt in case of persons not sui juris.

78. The Lancashire and Yorkshire Railway Company and the Halifax and Ovenden Joint Committee with respect to the powers conferred by this Act upon that Company and that joint committee the Manchester Sheffield and Lincolnshire Railway Company and the West Riding Railway Committee with respect to the powers conferred by this Act upon that committee and the Great Eastern Railway Company and the Great Northern and Great Eastern Joint Committee with respect to the powers conferred by this Act upon that joint committee may apply to the purposes of this Act being purposes to which capital is properly applicable any of the moneys which they now have in their respective hands or which they respectively have power to raise by shares stock debenture stock or mortgage by virtue of any Acts relating to them and which may not be required for the purposes to which they are by any such Acts made specially applicable. Power to Great Eastern Lancashire and Yorkshire and Manchester Sheffield and Lincolnshire Railway Companies and to joint committees to apply corporate funds to purposes of Act.

79. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845. Interest not to be paid on calls paid up.

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

[Ch. xciv.] *Great Northern Railway Act, 1889.* [52 & 53 VICT.]

A.D. 1889.

Provision as
to general
Railway
Acts.

81. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

Costs of Act.

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

SCHEDULES referred to in the foregoing Act.

A.D. 1889.

THE FIRST SCHEDULE.

Describing LANDS BUILDINGS and MANUFACTORIES of which portions only may be required by the COMPANY.

Parish.	Numbers on Plans deposited with respect to this Act.
Saint Pancras - - - - -	2, 2a.
Wakefield - - - - -	13.
Leeds - - - - -	17, 221, 222, 224, 331.
Birstal - - - - -	32, 33.

THE SECOND SCHEDULE.

AN AGREEMENT made the thirtieth day of December one thousand eight hundred and eighty-six between the NOTTINGHAM SUBURBAN RAILWAY COMPANY (herein-after called "the Nottingham Company") of the one part and the GREAT NORTHERN RAILWAY COMPANY (herein-after called "the Great Northern Company") of the other part.

WHEREAS by the Nottingham Suburban Railway Act 1886 the Nottingham Company was incorporated and was authorised to construct two railways which are described in the said Act as follows:—Railway No. 1 three miles six furlongs five chains and fifty links in length commencing in the parish of Sneinton in the town and county of the town of Nottingham by a junction with the Nottingham and Grantham line of the Great Northern Railway at a point two chains or thereabouts in a westerly direction from the bridge carrying the said line over Meadow Lane and terminating in the parish of Arnold in the county of Nottingham by a junction with the Derby and Staffordshire line of the Great Northern Railway near the Daybrook Station Railway No. 2 nine chains in length situate wholly in the parish of Sneinton in the town and county of the town of Nottingham commencing by a junction with Railway No. 1 near the junction of Thorney Wood Lane with the Carlton Road and terminating near the junction of the occupation road leading from

A.D. 1889. Thorney Wood Lane to the Nottingham Patent Brick Company's Works with Thorney Wood Lane:

And whereas it has been proposed that the Great Northern Company shall undertake the working and management of the said railways if and when constructed which they have consented to do upon the terms and conditions herein-after appearing:

Now these presents witness and it is hereby mutually agreed between and by the parties hereto as follows:—

1. The expression "the said railway" whenever herein made use of shall mean and include the said Railways No. 1 and No. 2 herein-before described and the stations sidings approaches yards buildings junctions lands works and conveniences connected therewith.

2. The Nottingham Company shall construct and within the period prescribed by the said Nottingham Suburban Railway Act 1886 complete the said railway as a double line on the usual gauge.

3. The said railway shall be constructed in an efficient and satisfactory manner with all proper and sufficient junctions sidings stations station-houses station-fittings weighing-machines sheds warehouses cranes cattle-pens turntables signals electric telegraphs telegraph instruments residences for station-masters gatekeepers houses at level crossings and all other works appliances and conveniences so that the said railway shall be approved by the Board of Trade as being in all respects fit to be opened and used for public traffic and shall also be constructed to the reasonable satisfaction of the engineer for the time being of the Great Northern Company.

4. Before commencing the construction of any junction or station a complete detailed plan or plans thereof shall be submitted for approval to the engineer of the Great Northern Company and the reasonable requirements of the said engineer whether in respect of the nature or amount of accommodation required by the Great Northern Company or the form or mode of construction of such junction or station shall be duly complied with* by the Nottingham Company.

5. Before the opening of the said railway for public traffic the Nottingham Company shall to the reasonable satisfaction of the engineer of the Great Northern Company make all such arrangements as shall be proper and sufficient for enabling the Great Northern Company on and after the opening of the said railway for public traffic to work and use the same in accordance with these presents.

6. In the event of any difference arising between the Nottingham Company and the Great Northern Company as to the reasonableness of or necessity for any requirement by the engineer of the Great Northern Company under any of the articles of this agreement such difference shall be referred to the determination of some civil engineer to be agreed upon between the said companies and in the event of their failing to agree then to the determination of a civil engineer to be appointed by the Board of Trade on the application of either of the said companies and the award of such engineer shall be binding and conclusive on both the said companies.

7. The Nottingham Company shall pay to the Great Northern Company the sum of one hundred pounds each for the right to make the said proposed junctions with the Nottingham and Grantham and Derby and Staffordshire

lines respectively of the Great Northern Company exclusive of any land required for the purposes of such junctions which sums together with the compensation for such land shall be paid before the said junctions are constructed.

8. No deviation shall be made by the Nottingham Company beyond the limits shown upon the deposited plans relating to the said Act except such deviation shall be expressly sanctioned by the Great Northern Company or in default of agreement shall be determined to be necessary or reasonable by the decision of an arbitrator as herein-after provided.

9. If and whenever after the opening of the said railway for public traffic any additional sidings or other works or conveniences are found expedient or necessary for the due development or the safe convenient or economical reception accommodation conveyance or delivery of the traffic carried over the said railway or for compliance with the requirements of any Act of Parliament or of the Board of Trade in reference to deviations or alterations and maintenance of roads the same shall be provided and completed by and at the cost of the Great Northern Company and all sums so expended by the Great Northern Company as aforesaid shall carry interest after the rate of four pounds per centum per annum from the respective times when the same shall have been advanced and paid by that Company and such interest shall be paid to or retained by the Great Northern Company as provided in article 28 of this agreement and in the event of difference between the Nottingham Company and the Great Northern Company as to the necessity for or the extent or mode of carrying out such works the same shall be referred to arbitration as herein-before provided.

10. After the completion of the railway and the opening thereof for public traffic the same shall for twelve calendar months thereafter be maintained by and at the cost of the Nottingham Company in substantial repair and in good working order and condition (damage by fire storm or tempest only excepted) and thenceforth during the continuance of this agreement the same shall be maintained in substantial repair and in good working order and condition by the Great Northern Company but in the event of the Nottingham Company or their contractor failing to maintain the said railway in an efficient manner during the twelve months aforesaid agreeably to these conditions then it shall be lawful for the Great Northern Company to execute all such works as may be necessary for the due maintenance of the said railway and thereupon the Great Northern Company shall be entitled in their accounts to charge the Nottingham Company with all costs thereby incurred and on arriving at the sums from time to time payable by them to the Nottingham Company to deduct such costs from the sum or sums of money which would otherwise have been payable to the Nottingham Company under this agreement.

11. On and after the opening of the said railway for public traffic the Great Northern Company shall take and during the continuance of this agreement retain possession of the same as if it were their own line of railway and shall during the continuance of this agreement work and use the same and convey traffic thereon in a proper safe and convenient manner and so as to obtain the best revenue reasonably to be obtained therefrom.

12. On and after the opening of the railway for public traffic the Great Northern Company shall during the continuance of this agreement at their

A.D. 1889. own cost provide and employ all station-masters booking-clerks porters engine-drivers guards watchmen and servants and all other requisite officers and staff other than the secretary of the Nottingham Company and his staff and shall also provide all such locomotive power engines carriages trucks rolling-stock plant stores material and labour as shall be proper and sufficient for the working and user of the said railway by the Great Northern Company and the reception accommodation conveyance and delivery by them of the traffic thereon.

13. The Nottingham Company shall pay and discharge or redeem all rent-charges chief rents interest tithes tithe rentcharges and land tax or other charges properly attributable to capital or usually paid by landowners and the expenses of the conduct and management by them of all affairs solely relating to the Nottingham Company and if the Great Northern Company shall be required to pay any such charges they shall be repaid by the Nottingham Company or as the case may be the amounts thereof shall be deducted from any sums payable by the Great Northern Company to the Nottingham Company.

14. The Great Northern Company shall pay all working expenses including all rates taxes assessments and other outgoings usually paid by tenants or properly chargeable against revenue.

15. In case any buildings or works shall be destroyed or damaged by fire storm or tempest the Great Northern Company shall alone be responsible for the rebuilding and restoration thereof.

16. No land belonging to the Nottingham Company within the limits of deviation of the said railway shall be disposed of by them as superfluous land during the continuance of this agreement without having first given three calendar months previous notice in writing to the Great Northern Company and that Company shall within that time have declined neglected or refused to purchase the same and until any such superfluous land shall have been sold or brought into actual use for the purposes of the said railway or the business thereof all rents derivable therefrom shall belong solely to and be received by the Nottingham Company.

17. The Great Northern Company's right to purchase any such superfluous land under the preceding clause shall be subject only to the rights (if any) of adjoining owners the release whereof the Nottingham Company may not have been able to obtain. But the Nottingham Company shall wherever practicable at the time of the purchase by them of any land obtain from the vendor a release of all right of pre-emption or re-purchase of any part thereof thereafter becoming superfluous land.

18. The Great Northern Company shall during the continuance of this agreement provide a reasonable passenger train service over the said railway and afford connexions with a reasonable number of trains on their adjacent lines of railway and so far as possible work the said railway as an integral portion of the Great Northern Railway system and shall make all reasonable provision for through booking through tickets and through carriages.

19. The Great Northern Company shall send over the said railway all passenger traffic between Nottingham and Daybrook Station on the said Derby and Staffordshire line and any stations lying to the westward of the Daybrook Station on or beyond the Great Northern Railway and also all

goods cattle coal mineral and other traffic to or from any station on the said railway And the Great Northern Company shall be at liberty but it shall not be obligatory on them to use the said railway for their through goods coal or other traffic.

20. It shall not be lawful for the Nottingham Company during the continuance of this agreement to enter into any agreements or engagements with landowners or others relating to the working use and maintenance of the said railway without the previous consent in writing of the Great Northern Company The Great Northern Company shall assume the burden of all obligations to which the Nottingham Company is now subject or may be subjected with respect to the conveyance over the said railway of troops police or mails or other Government service.

21. The Great Northern Company shall indemnify and save harmless the Nottingham Company against and from any loss charges damages or expenses to be incurred or sustained by reason of any injury or loss of life to any passenger or person or loss of or damage to any goods or property occasioned by the wrongful act neglect or default of the Great Northern Company or of any person employed by them and reciprocally the Nottingham Company shall indemnify and save harmless the Great Northern Company against and from any losses damages charges or expenses occasioned by the wrongful act neglect or default of the Nottingham Company or of any person employed by them.

22. For the purposes of these presents the entire length of the said railway shall be deemed to be four miles.

23. All tolls fares rates and charges in respect of the traffic of every kind both through and local upon the said railway shall from time to time be fixed and determined by the Great Northern Company.

24. The expression "gross receipts" as made use of in this agreement shall mean and comprise:—

(1.) The full mileage proportion (less the Government duty the usual clearing-house terminals and "paid-ons" and "paid-outs" and any other payments to other companies) of the rates tolls charges and fares charged from time to time in respect of all through traffic originating and terminating on any other railway and carried over the said railway.

(2.) The total receipts upon traffic (less the Government duty and less the usual allowances fixed by the railway clearing-house for cartage and delivery when those services are included in the rates) arising and terminating upon the said railway.

(3.) The following allowances on goods and coal traffic originating or terminating on the said railway and passing over any other line of railway:—

General goods	-	-	-	2s. 2d. per ton.
Mineral	-	-	-	1s. 1d. „
Coal	-	-	-	7d. „
Carriages	-	-	-	1s. each.
Horses	-	-	-	1s. „
Cattle sheep &c.	-	-	-	{ 4d. each for cattle or 2s. per truck.
Parcels	-	-	-	1d. each.

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(4.) Warehouse rent wharfage and other similar charges and receipts of the said railway from advertising refreshment rooms and all other sources except the rents of superfluous lands belonging to the Nottingham Company not used for the purposes of their undertaking.

25. Subject as herein-before appears the gross receipts shall be divided between and belong to the said two companies in the following proportions that is to say fifty-five per cent. shall belong to the Great Northern Company and forty-five per cent. thereof shall belong to the Nottingham Company.

26. Provided always that in case in any year after the opening of the said railway for public traffic the aforesaid proportion of gross receipts for such year payable to the Nottingham Company shall be less than the sum of nine thousand two hundred pounds the Great Northern Company shall out of their own moneys pay to the Nottingham Company in addition to the proportion of gross receipts payable to them for that year the clear sum of three hundred pounds or if such proportion shall be greater than nine thousand two hundred pounds but less than nine thousand five hundred pounds then such sum as shall be equivalent to the difference between the actual amount of such proportion and the sum of nine thousand five hundred pounds and in case in any year the proportion of gross receipts for such year payable to the Nottingham Company shall be less than the sum of six thousand nine hundred pounds then the Great Northern Company shall in like manner and in addition to the sum of three hundred pounds payable by them as last aforesaid pay to the Nottingham Company such further sum as shall be equivalent to the difference between the actual amount of such proportion and the sum of six thousand nine hundred pounds.

27. The above-mentioned sum of six thousand nine hundred pounds has been arrived at as representing interest at the rate of three per cent. upon two hundred and thirty thousand pounds the amount of the estimated cost of construction of the said railway and the said additional sum of three hundred pounds as representing the probable amount of the office expenses of the Nottingham Company including directorial and secretarial fees and salaries. But it is hereby agreed and declared that if the Nottingham Company shall be required by the Great Northern Company to expend upon the construction of stations and sidings including the necessary land therefor a larger sum than thirteen thousand pounds then and in such case the last preceding article of these presents shall be read and construed in all respects as though in lieu of the minimum sum of six thousand nine hundred pounds therein mentioned such a minimum sum had been named as would represent six thousand nine hundred pounds with such further sum added thereto as would be equal to three per cent. upon the amount expended as aforesaid by the Nottingham Company upon the construction of stations and sidings over and above the said sum of thirteen thousand pounds.

28. If in any year the proportion of gross receipts payable for such year to the Nottingham Company shall exceed the sum of nine thousand five hundred pounds together with a sum equivalent to interest after the rate of four pounds per cent. per annum upon all sums expended by them in stations and sidings as mentioned in article 27 then and then only the Nottingham Company shall be liable to pay to the Great Northern Company to the extent only of such overplus interest at the rate of four pounds per cent. per annum on all such sum or sums as shall have from time to time been paid out of their own

moneys by the Great Northern Company in sidings works or other conveniences as mentioned in article 9 of this agreement and in addition thereto the Nottingham Company shall also be liable to repay to the Great Northern Company all such sum or sums as shall from time to time have been paid by the Great Northern Company to the Nottingham Company in pursuance of articles 26 and 27 of this agreement and the Great Northern Company shall be entitled to the extent aforesaid from time to time to retain any amounts payable to them in this behalf out of any moneys payable by them to the Nottingham Company pursuant to these presents.

29. The Great Northern Company shall at all times during the continuance of this agreement keep regular books accounts and vouchers proper and sufficient for the purpose of duly carrying this agreement into effect which books accounts and vouchers shall at all reasonable times be open for inspection and transcription by the directors and agents of the Nottingham Company for which inspection and transcription all proper and sufficient facilities shall be afforded by the Great Northern Company.

30. The Great Northern Company shall within two calendar months after the thirtieth day of June and the thirty-first day of December in every year transmit to the Nottingham Company an accurate abstract of such of the accounts for the half-years ending on those days respectively as shall from time to time be necessary to be shown for any of the purposes of this agreement.

31. The respective balances appearing on the said half-yearly accounts shall be adjusted and payments shall be made in settlement thereof pursuant to the terms of this agreement as follows that is to say for the half-year ending on the thirtieth day of June such adjustments and payments shall be made not later than the fifteenth day of September next following and for the half-year ending on the thirty-first day of December not later than the fifteenth day of March next following.

32. Provided always that no such payment shall in any way debar either of the companies parties hereto from calling attention to any mistake in the accounts upon which such payment shall have been based provided such mistake be pointed out and an investigation demanded within thirty days after the making of such payment or after the time when such mistake could reasonably have been ascertained and if upon investigation demanded within such time as aforesaid any such mistake shall be established the same shall be rectified and the company which as the result of such rectification shall be found to have become the debtor of the other for any amount shall on request pay such amount to the other company.

33. This agreement shall subject as herein-after appears continue and be in force for the period of nine hundred and ninety-nine years from the opening of the said railway for public traffic.

34. Provided always that anything herein-before contained to the contrary notwithstanding it shall be lawful for the Great Northern Company at any time within the period of ten years from the opening of the said railway for public traffic subject to the obtaining of the sanction of Parliament and upon giving to the Nottingham Company not less than six months previous notice in writing under their common seal of their desire in that behalf to require the Nottingham Company absolutely to sell convey and transfer to the Great Northern Company the whole of the said railway and undertaking and the

A.D. 1889. Nottingham Company shall upon the expiration of such notice sell convey and transfer the same to the Great Northern Company accordingly The consideration for such sale and transfer shall be the allotment to the Nottingham Company or as they shall direct of such an amount of Great Northern four and a half per cent. Preference Stock as shall be equal in nominal amount to the actual and bonâ fide expenditure of the Nottingham Company in the construction of the said railway including the reasonable costs and expenses incurred by them in and about the affairs of the Company with the addition of the sum of five hundred pounds in cash to be applied in or towards the cost of winding up the affairs of the Nottingham Company.

35. Any special application which it may be necessary to make to Parliament for liberty to make such sale and purchase as last aforesaid may be made by either of the said companies and the other of such companies shall to the utmost of their power assist in the promotion of such application.

36. All matters herein-before referred to arbitration and all differences which may arise between the said companies touching the true intent or construction of this agreement or touching anything to be done suffered or omitted in pursuance of or any of the incidents or consequences of this agreement or touching the carrying into effect of any part of this agreement or any breach or non-fulfilment or alleged breach or non-fulfilment of this agreement or touching any liability damages losses costs or expenses by reason or any such breach or non-fulfilment or alleged breach or non-fulfilment or touching any claim or demand or relating to any such liability damages losses costs or expenses or otherwise relating to the premises shall except as herein-before or otherwise expressly provided be referred to and determined by a single arbitrator to be appointed in the event of difference by the Attorney-General of England for the time being but save as expressly varied by this article such arbitration shall be held and conducted in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the two companies and this article shall accordingly be and have effect as an agreement between the two companies for arbitration under that Act and this submission may be made a rule of the High Court of Justice and the costs of the arbitration and award shall be in the discretion of the arbitrator.

In witness whereof the said companies have hereunto affixed their respective common seals the day and year first above written.

The common seal of the Nottingham
Suburban Railway Company was
hereunto affixed in the presence of
DUNCAN F. BASDEN
Nottingham
Chartered Accountant.

EDWD. GRIPPER
Director.



The common seal of the Great Northern Railway Com-
pany was hereunto affixed in the presence of

L. C. PROBYN
Director.



AN AGREEMENT made the twenty-sixth day of May one thousand eight hundred and eighty-seven between the NOTTINGHAM SUBURBAN RAILWAY COMPANY (herein-after called "the Nottingham Company") of the one part and the GREAT NORTHERN RAILWAY COMPANY (herein-after called "the Great Northern Company") of the other part supplemental to an agreement dated the thirtieth day of December one thousand eight hundred and eighty-six and made between the NOTTINGHAM COMPANY of the one part and the GREAT NORTHERN COMPANY of the other part whereby the GREAT NORTHERN COMPANY agree upon the terms and conditions therein contained to work and manage the railways to be constructed by the NOTTINGHAM COMPANY pursuant to the Nottingham Suburban Railway Act 1886 and which agreement is herein-after referred to as "the principal agreement."

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WHEREAS the Nottingham Company and the Great Northern Company have agreed to vary the principal agreement as herein-after mentioned :

Now these presents witness that it is hereby mutually agreed between and by the Nottingham Company and the Great Northern Company as follows :—

1. The principal agreement shall be read and construed as if clauses 26 and 27 thereof had been omitted therefrom and the following clauses had been inserted therein in the place thereof respectively :—

26. Provided always that in case in any year after the opening of the said railway for public traffic the aforesaid proportion of gross receipts for such year payable to the Nottingham Company shall be less than the sum of nine thousand two hundred pounds the Great Northern Company shall out of their own moneys pay to the Nottingham Company in addition to the proportion of gross receipts payable to them for that year the clear sum of three hundred pounds or if such proportion shall be greater than nine thousand two hundred pounds but less than nine thousand five hundred pounds then such sum as shall be equivalent to the difference between the actual amount of such proportion and the sum of nine thousand five hundred pounds And in case in any year the proportion of gross receipts for such year payable to the Nottingham Company shall be less than the sum of seven thousand five hundred and twenty-five pounds then the Great Northern Company shall in like manner and in addition to the sum of three hundred pounds payable by them as last aforesaid pay to the Nottingham Company such further sum as shall be equivalent to the difference between the actual amount of such proportion and the sum of seven thousand five hundred and twenty-five pounds.

27. The above-mentioned sum of seven thousand five hundred and twenty-five pounds has been arrived at as representing interest at the rate of three and a half per centum upon two hundred and fifteen thousand pounds the amount of the estimated cost of construction of the said railway and the said additional sum of three hundred pounds as representing the probable amount of the office expenses of the Nottingham

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Company including directorial and secretarial fees and salaries. But it is hereby agreed and declared that if the Nottingham Company shall be required by the Great Northern Company to expend upon the construction of stations and sidings including the necessary land therefor a larger sum than thirteen thousand pounds then and in such case the last preceding article of these presents shall be read and construed in all respects as though in lieu of the minimum sum of seven thousand five hundred and twenty-five pounds therein mentioned such a minimum sum had been named as would represent seven thousand five hundred and twenty-five pounds with such further sum added thereto as would be equal to three and a half per centum upon the amount expended as aforesaid by the Nottingham Company upon the construction of stations and sidings over and above the said sum of thirteen thousand pounds.

2. Clause 34 of the principal agreement shall be varied in the following respects namely Great Northern Preference Stock shall be four and a quarter per centum instead of Great Northern four and a half per centum Preference Stock.

3. The alterations hereby made shall be and they are hereby made part of the principal agreement which shall be read and construed as if such alterations had been originally made therein.

4. The Great Northern Company shall insert in their next Omnibus Bill the necessary provisions for confirming this agreement and the Nottingham Company shall assist in the promotion of such clause to the utmost of their power.

In witness whereof the said companies have hereunto caused their common seals to be affixed the day and year first before written.

The common seal of the Nottingham
Suburban Railway Company was here-
unto affixed in the presence of
DUNCAN F. BASDEN
Secretary.

EDWD. GRIPPER
Director.



The common seal of the Great Northern
Railway Company was hereunto affixed
in the presence of
F. SHUTTLEWORTH
Director.



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