

[56 VICT.] *Manchester, Sheffield, and Lincolnshire Railway* [Ch. i.]
(*Extension to London, &c.*) Act, 1893.



CHAPTER i.

An Act to authorise the Manchester Sheffield and Lincolnshire Railway Company to complete a through railway communication to London from their authorised railway at Annesley by way of Nottingham Leicester Loughborough Lutterworth Rugby and other towns and Quainton Road with a new Station in London to confer further powers on the Company and other Companies and for other purposes. A.D. 1893.
[28th March 1893.]

WHEREAS Parliament has sanctioned various extensions of railway north of the main Metropolitan Railway at Baker Street in London and those extensions are completed through Harrow Pinner and Rickmansworth to Chesham and to Aylesbury in Buckinghamshire and Parliament has also sanctioned the acquirement by the Metropolitan Railway Company of the railway from Aylesbury to Quainton Road and to Verney Junction :

And whereas the Manchester Sheffield and Lincolnshire Railway Company (herein-after called "the Company") has been authorised to construct extensions of their system southward from Beighton Junction to Annesley and those extensions are rapidly approaching completion :

And whereas it is expedient that the Company should be authorised to construct the railways herein-after described for the purpose of connecting the extensions sanctioned by Parliament as aforesaid and completing a continuous through communication from the Company's northern lines to London :

And whereas it is expedient that the Company should also be authorised to construct the railways and widenings of railways in the west riding of the county of York herein-after described :

And whereas it is expedient that the Company should be authorised to raise additional capital as herein-after provided :

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And whereas it is expedient that the Metropolitan Railway Company and the South Eastern Railway Company should be authorised to subscribe towards the capital of the Company as herein-after provided :

And whereas it is expedient that the agreement between the Company and the Metropolitan Railway Company contained in the Second Schedule to this Act should be confirmed :

And whereas it is expedient that the agreement between the Company and the Great Northern Railway Company contained in the Third Schedule to this Act should be confirmed :

And whereas it is expedient that the Company should be empowered to run over and use the railways and portions of railway herein-after described and to enter into agreements for those purposes :

And whereas it is expedient that the Company and the Corporations of Nottingham Loughborough and Leicester the County Council of London the vestries of St. John Hampstead and St. Marylebone and other local authorities and companies and persons should be empowered to enter into agreements as herein-after provided :

And whereas it is expedient that the time limited by the Manchester Sheffield and Lincolnshire Railway Act 1890 for the compulsory purchase of lands and buildings for the purposes of the works described in sub-sections one and two of section four of the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1883 should be further extended :

And whereas it is expedient that the time limited by the Manchester Sheffield and Lincolnshire Railway Act 1889 for the compulsory purchase of lands and buildings for the widening of the main line of railway described in section five of that Act should be further extended :

And whereas it is expedient that the time limited by the Blackpool Railway Act 1889 for the completion of the railways and works authorised by the Blackpool Railway Act 1884 (to which the Company are authorised to contribute and have contributed) should be extended :

And whereas plans and sections showing the lines and levels of the railways and works authorised by 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 the lands required or which may be taken for the purposes or under the powers of this Act and plans of the other lands by this Act authorised to be taken compulsorily with books of reference thereto

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were duly deposited with the respective clerks of the peace for the counties of Nottingham Warwick Leicester Northampton Derby Oxford Buckingham Middlesex and London the west riding of the county of York and the counties of Lincoln and Lancaster and are herein-after respectively referred to as the deposited plans sections and books of reference:

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

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

1. This Act may be cited as the *Manchester Sheffield and Lincolnshire Railway (Extension to London &c.) Act 1893.*

Short title.

2. The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863 as amended by any subsequent Act are except where expressly varied by this Act incorporated with and form part of this Act.

Incorporation of general Acts.

3. The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to—

Applying certain provisions of Companies Clauses 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 the borrowed money into capital;

The consolidation of the 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:

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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 ;
are (except where expressly varied by this Act) incorporated with and form part of this Act and shall apply to the Company and to the capital by this Act authorised to be raised by them.

Interpreta-
tion of terms.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction The expressions "the railway" and "the railways" mean respectively the new railways by this Act authorised the expression "the extension to London railways" means the railways numbered 1 to 12 the expression "the Metropolitan Company" means the Metropolitan Railway Company the expression "the South Eastern Company" means the South Eastern Railway Company the expression "the Great Western Company" means the Great Western Railway Company and the expression "the Regents Canal &c. Company" means the Regents Canal City and Docks Railway Company the expression "the Act of 1883" means the Manchester Sheffield and Lincolnshire Railway (Additional Powers) Act 1883 the expression "the Act of 1889" means the Manchester Sheffield and Lincolnshire Railway Act 1889 the expression "the Act of 1890" means the Manchester Sheffield and Lincolnshire Railway Act 1890 the expression "the Act of 1891" means the Manchester Sheffield and Lincolnshire Railway Act 1891 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 partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute The expressions "parish clerks" and "clerks of the several parishes" in sections seven eight and nine of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or places within the metropolis as defined by the Metropolis Management Act 1855 in which by the Standing Orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish mean the vestry clerks of those parishes and as regards those parishes in which there are no parish clerks mean the parish clerk of some adjoining parish.

Power to
make new
railways.

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 herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose The railways herein-before referred to and authorised by this Act are—

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- (1.) A Railway (No. 1) thirty-three miles two furlongs 1·6 chains in length commencing in the parish of Kirkby-in-Ashfield in the county of Nottingham by a junction with Railway No. 1 authorised by the Act of 1891 now in course of construction in the field numbered 1033 in that parish on the ordnance map of Nottinghamshire (scale $\frac{1}{2500}$) and terminating in the town of Leicester in the county of the borough of Leicester in the rear of the shop and premises in Applegate Street numbered 23 in that street ;
- (2.) A Railway (No. 2) seventeen miles six furlongs 5·5 chains in length commencing at the termination of the Railway No. 1 and terminating in the parish of Clifton-upon-Dunsmore in the county of Warwick in the field numbered 86 in that parish on the ordnance map of Warwickshire (scale $\frac{1}{2500}$) ;
- (3.) A Railway (No. 3) fifteen miles six furlongs seven chains in length commencing at the termination of the Railway No. 2 and terminating in the parish of Woodford-cum-Membris in the county of Northampton at a point on the fence dividing fields Nos. 122 and 174 in that parish on the ordnance map of Northamptonshire (scale $\frac{1}{2500}$) ;
- (4.) A Railway (No. 4) twenty-four miles three furlongs in length commencing at the termination of the Railway No. 3 and terminating in the parish of Quainton in the county of Buckingham by a junction with the Aylesbury and Buckingham Railway of the Metropolitan Company ;
- (5.) A Railway (No. 5) two furlongs nine chains in length wholly in the parish of Clifton-upon-Dunsmore in the county of Warwick commencing at the termination of the Railway No. 2 and terminating by a junction with the Rugby and Peterboro' Branch of the London and North Western Railway ;
- (6.) A Railway (No. 6) three furlongs 5·2 chains in length wholly in the parish of Woodford-cum-Membris in the county of Northampton commencing at the termination of the Railway No. 3 and terminating by a junction with the East and West Junction Railway ;
- (7.) A Railway (No. 7) five furlongs 2·6 chains in length commencing in the parish of Woodford-cum-Membris in the county

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- of Northampton by a junction with the East and West Junction Railway and terminating by a junction with the Railway No. 4 in the field numbered 199 in the parish of Eydon on the ordnance map of Northamptonshire (scale $\frac{1}{2500}$);
- (8.) A Railway (No. 8) two miles two furlongs 8·80 chains in length commencing by a junction with the Metropolitan Railway in the parish of St. John Hampstead in the county of London and terminating in the parish of St. Marylebone in the county of London;
- (9.) A Railway (No. 9) one mile six furlongs nine chains in length being a widening of the Metropolitan Railway commencing in the parish of Willesden in the county of Middlesex by a junction with the Metropolitan Railway and terminating in the parish of St. John Hampstead in the county of London by a junction with the Metropolitan Railway;
- (10.) A Railway (No. 11) three furlongs 5·50 chains in length wholly in the parish of St. Marylebone in the county of London commencing by a junction with the Railway No. 8 and terminating at a point on the north side of Princess Street at or near the junction of Carlisle Street with Princess Street;
- (11.) A Railway (No. 12) three furlongs 7·1 chains in length wholly in the parish of St. Marylebone in the county of London commencing by a junction with the Railway No. 8 and terminating by a junction with the Metropolitan Railway;
- (12.) A Railway (No. 16) five furlongs 5·37 chains in length wholly in the parish of Treeton in the west riding of the county of York commencing by a junction with the Orgreave Colliery Branch Railway and terminating by a junction with the Treeton Colliery Branch Railway;
- (13.) A Railway (No. 17) seven furlongs 6·40 chains in length wholly in the parish of Rotherham in the west riding of the county of York commencing by a junction with the Tinsley and Rotherham Branch Railway of the Company and terminating in a field belonging or reputed to belong to the Rotherham Main Colliery Company;
- (14.) A widening (No. 1) two furlongs 4·30 chains in length of the main line of railway of the Company on the north side thereof wholly in the parish of Sheffield in the west riding of the county of York commencing at a point on that railway distant four yards or thereabouts measured in an easterly direction from the western abutment of the bridge carrying that railway over the public road or street in Sheffield called or known as the Wicker and terminating at another point on

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the said main line distant ninety-three yards or thereabouts measured in an easterly direction along that railway from the eastern abutment of the bridge carrying that railway over the public street or road in Sheffield known as Blast Lane ;

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(15.) A widening (No. 2) one furlong 2·60 chains in length of the main line of railway of the Company on the south side thereof wholly in the said parish of Sheffield commencing at a point on the siding in the Sheffield station known as the Barnsley dock and terminating at the point herein-before described as the termination of widening No. 1 :

But nothing in this Act shall empower the Company to purchase otherwise than by agreement any lands and hereditaments for the purpose of Railways Nos. 16 and 17.

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

Inclination
of roads.

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
RAILWAY No. 1.			
52	Bulwell	Public	1 in 18.
RAILWAY No. 2.			
41	Cosby	Public	West 1 in 18.
46	Lutterworth	Disturnpiked main	East 1 in 18.
4	Misterton		
25	Shawell	Public	East 1 in 11.
46	Shawell	Disturnpiked main	East 1 in 12.
1	Clifton-upon-Dunsmore		
RAILWAY No. 3.			
12	Hillmorton	Public	West 1 in 14.
12	Willoughby	Public	West 1 in 12.
11	Charwelton	Disturnpiked main	West 1 in 24.
RAILWAY No. 4.			
19	Eydon	Public	East 1 in 12.
19	Turweston	Public	West 1 in 30.
22	Mixbury	Public	East 1 in 10.
11	Shelswell	Disturnpiked main	West 1 in 15.
			East 1 in 22.

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

Height and
span of
bridges.

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No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
RAILWAY NO. 1.				
2031	St. Mary	} Public - - -	10 feet	20 feet.
56	St. Peter -			
2213A	St. Mary -			
2A	Loughborough			
7	Loughborough	Do. - - -	15 "	20 "
		Do. - - -	15 "	20 "
		Disturnpiked main	16 "	30 "
RAILWAY NO. 2.				
41	Cosby -	Public - - -	15 feet	20 feet.
21	Ashby Magna	Do. - - -	15 "	20 "
46	Lutterworth -	} Disturnpiked main	16 "	30 "
4	Misterton -			
RAILWAY NO. 3.				
12	Hillmorton -	Public - - -	15 feet	20 feet.
8	Barby -	Do. - - -	15 "	20 "
14	Wolfhamcote	Do. - - -	15 "	20 "
RAILWAY NO. 4.				
27	Radstone -	Public - - -	15 feet	20 feet.
19	Turweston	Do. - - -	15 "	20 "
22	Mixbury -	Do. - - -	15 "	20 "
11	Shelswell -	Disturnpiked main	16 "	30 "

Widths of certain roadways.

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

No. on deposited Plan.	Parish.	Description of Roadway.	Width of Roadway.
RAILWAY NO. 1.			
12	Birstall -	Public - - -	20 feet.
RAILWAY NO. 2.			
7	Shawell -	Public - - -	20 feet.
25	Shawell -	Do. - - -	20 "
RAILWAY NO. 3.			
12	Willoughby -	Public - - -	20 feet.
8	Wolfhamcote -	Do. - - -	20 "
7A	Charwelton -	Do. - - -	20 "
13	Charwelton -	Do. - - -	20 "

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No. on deposited Plan.	Parish.	Description of Roadway.	Width of Roadway.
RAILWAY No. 4.			
7	Woodford-cum-Membris	Public	20 feet.
12	Woodford-cum-Membris	Do.	20 "
17	Moreton Pinkney	Do.	20 "
31	Mixbury	Do.	20 "
12	Chetwode	Do.	20 "
6	Preston Bisset	Do.	20 "
6	Grendon Underwood	Do.	20 "
RAILWAY No. 7.			
8	Woodford-cum-Membris	Public	20 feet.

9. The Company may divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say):—

Power to divert roads as shown on deposited plans.

No. of Railway.	Parish.	No. on Plan.
1	Hucknall Torkard	96A
1	Bulwell	52
1	Basford	5
1	St. Mary (Nottingham)	554
1	St. Mary (Nottingham)	1117
1	Wilford	43
1	Thurcaston	13
1	Rothley	2
2	Lutterworth	30
2	Lutterworth	46
2	Misterton	4
2	Misterton	9
2	Clifton-upon-Dunsmore	40 and 41.
4	Woodford-cum-Membris	12 and 14.
4	Moreton Pinkney	7 and 11.
4	Moreton Pinkney	30
4	Mixbury	28 and 31.
7	Woodford-cum-Membris	5
7	Woodford-cum-Membris	8 and 10.
8	St. Marylebone	142
19	Sheffield	9 and 10.

And when and so soon as each of the said roads is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railways

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A.D. 1893. — appropriate and use for the purposes of their undertaking the site of the roads stopped up as far as the same is bounded on both sides by lands of the Company.

Power to
make new
roads or
streets.

10. 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 relating thereto the new roads or streets and other works herein-after described with all proper works and conveniences connected therewith respectively and 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 (that is to say) :—

New Road No. 1.—Wholly in the parish of Loughborough in the county of Leicester commencing by a junction with Freehold Street at a point thereon one and a half chains or thereabouts measured in a south-easterly direction from the north end of Russell Street and terminating by a junction with Little Moor Lane at a point thereon two chains or thereabouts measured along that lane in a south-westerly direction from the west end of the bridge carrying that lane over the Loughborough Canal ;

New Road No. 2.—Wholly in the said parish of Loughborough commencing by a junction with the Leicester Road at or near the west end of King Street and terminating by a junction with Moor Lane at a point three chains or thereabouts measured along that lane in a westerly direction from the west end of the bridge carrying that lane over the Loughborough Canal ;

New Road No. 3.—Wholly in the said parish of Loughborough commencing by a junction with Freehold Street at a point thereon one and a half chains or thereabouts measured along that street in a south-easterly direction from the north end of Russell Street and terminating by a junction with Warner Street at a point thereon five chains or thereabouts measured along that street in a northerly direction from its junction with Moor Lane ;

New Road No. 4.—Wholly in the said parish of Loughborough commencing by a junction with Moor Lane at or near a point thereon one chain or thereabouts measured in an easterly direction along that lane from the junction of Moor Lane with Salisbury Street and terminating by a junction with the New Road No. 2 at a point in the field numbered 920 in that parish on the ordnance map of Leicestershire (scale $\frac{1}{2500}$) three and a

half chains or thereabouts measured in a south-easterly direction from the north-westerly fence of that field and one chain or thereabouts measured in a north-easterly direction from the south-westerly fence of that field; A.D. 1893.

New Road No. 5.—Wholly in the county of the borough of Leicester commencing in the parish of All Saints by a junction with Sanvey Gate at or near the junction of Sanvey Gate with North Gate Street and terminating in the parish of St. Nicholas by a junction with St. Nicholas Street at a point four chains or thereabouts measured along that street in a westerly direction from its junction with High Cross Street;

New Road No. 6.—Wholly in the parish of St. Marylebone in the county of London commencing by a junction with Lisson Grove at or near the junction of Lisson Grove with St. John's Place and terminating by a junction with Upper Gloucester Place at or near the junction of Upper Gloucester Place with Park Road;

New Road No. 7.—Wholly in the parish of St. Marylebone in the county of London commencing by a junction with the Marylebone Road at or near the junction of Harewood Street with Marylebone Road and terminating by a junction with the New Road No. 6 in a certain piece of land in the rear of the stables numbered 5 and 6 in Quarlstone Street belonging or reputed to belong to Viscount Portman and in the occupation of Samuel Luff.

11. The Company may in constructing the new roads by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the said works as shown on the deposited sections to any extent not exceeding three feet but not so as to increase the rate of inclination of any new road as shown on the said sections. Power to deviate in construction of new roads &c.

12. The Company shall not stop up any road by this Act authorised to be stopped up until they shall have completed to the satisfaction of two justices and opened to the public the diversion of such road or the new road as the case may be by this Act authorised to be made in lieu of the road so to be stopped up Provided that the Company shall before applying to such justices for their certificate that such road is completed to their satisfaction give seven days' notice in writing of their intention to apply for the same to the road authority of the district in which such road is situate. Roads not to be stopped up till substituted roads completed.

13. Subject to the provisions of section forty-six of the Railways Clauses Consolidation Act 1845 the new roads to be made under the authority of this Act (other than any road made or diverted Provisions as to repair of new roads &c.

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A.D. 1893. — for the purposes of the railways and except the stone iron or other structure carrying any new road over any railway which structure shall unless otherwise agreed be repaired and maintained by and at the expense of the Company) shall when made and completed from time to time be repaired and maintained by and at the expense of the same parties in the same manner and to the same extent as other roads within the townships or parishes in which such new roads will be situate are from time to time liable to be repaired or maintained. If any question shall arise between the Company and any of such parties as to the due completion of any such new road such question shall from time to time be determined by two justices on the application of either of the parties in difference and after not less than seven days' notice to both parties of the sitting of such justices for the purpose and the certificate of such justices of the due completion of such new road shall be conclusive evidence of the fact so certified.

Company may stop up certain streets.

14. The Company may when and so soon as they have become the owners in possession of the houses and lands on both sides thereof stop up and cause to be discontinued as public thoroughfares the following streets or parts thereof respectively shown upon the deposited plans as intended to be stopped up (that is to say) :—

Railway.	Description.	No. of Road on Plans.	Parish.
	TOWN OF NOTTINGHAM.		
No. 1	William Street - - -	415	} St. Mary.
	Charlotte Street - - -	1,117	
	Charlotte Square - - -	791	
	Norfolk Street - - -	494	
	Grenville Street - - -	519	
	Warren Court - - -	1,076	
	Clare Street - - -	1,573	
	Union Place - - -	1,650	
	Newcastle Court - - -	1,551	
	Newcastle Street - - -	1,170	
	Mount East Street - - -	1,229	
	Newton Street - - -	1,676	
	Sherwood Lane - - -	1,260	
	Lamb Lane - - -	1,325	
	George Square - - -	1,310	
	Middle Hill - - -	2,011	} St. Peter.
		41	
	Peach Street - - -	2,082	} St. Mary.
	Pear Street - - -	2,107	
	Currant Street - - -	2,147	
	Plum Street - - -	2,198	

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Railway.	Description.	No. of Road on Plans.	Parish.
TOWN OF LOUGHBOROUGH.			
No. 1	Boyer Street - - -	62	} Loughborough.
	Warner Street - - -	60	
	Salisbury Street - - -	63	
	Moor Lane - - -	80	
	Little Moor Lane - - -	79	
	Edward Street - - -	61	
	Borough Street - - -	56	
TOWN OF LEICESTER.			
No. 1	Jarvis Street - - -	1	} Blackfriars. } St. Nicholas. } All Saints. } Blackfriars. } All Saints. } Blackfriars. } St. Nicholas.
	All Saints' Road - - -	53	
	Alexander Street - - -	56	
	Ruding Street - - -	57	
	Friar's Causeway - - -	59	
	North Gate - - -	154	
		212	
	Friar's Road - - -	213	
		54	
	Charlotte Street - - -	259	
		55	
Jewry Wall Street - - -	166		
Talbot Lane - - -	167		
COUNTY OF LONDON.			
No. 8	Canfield Place - - -	98	} St. John Hampstead. } St. Marylebone.
	Grove Gardens - - -	182	
	Alpha Road - - -	400	
	Alpha Place - - -	198	
	Beta Place - - -	497	
	Omega Place - - -	452	
	Lorne Gardens - - -	332	
	Grove Street - - -	428	
	Boscobel Gardens - - -	535	
	Boscobel Place - - -	504	
	Quarlstone Street - - -	580	
	Bridport Street - - -	743	
	Upper Bridport Street - - -	591	
	Dorchester Place - - -	812	
	Upper Dorchester Place - - -	617	
	So much of Boston Street as is west of Boston Place - - -	711	
	So much of Boston Place as is north of Boston Street - - -	640	
	Balcombe Street - - -	664	
	Broadley Terrace - - -	710	
	Brand Street - - -	725	
Sherborne Place - - -	784		
Blandford Square - - -	862		
Blandford Mews - - -	888		
Harewood Square - - -	912		

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Railway.	Description.	No. of Road on Plans.	Parish.
COUNTY OF LONDON— <i>cont.</i>			
No. 8— <i>cont.</i>	Melbury Terrace - - -	875	} St. Marylebone.
	Meicombe Place - - -	937	
	Henry Street - - -	472	
	Gloucester Mews North -	1,025	
No. 11	Princess Street - - -	1,214	
	Kelso Place - - -	1,258	
	Salisbury Street - - -	1,409	
	Capland Street - - -	1,213	

Power to stop up portion of highway in Blackwell and substitute new road.

15. The Company may stop up and discontinue as a public highway so much of the public highway or road situate in the parish of Blackwell in the county of Derby and numbered 58 in that parish on the plans relating to Railway No. 9 authorised by the Act of 1889 and deposited with reference to that Act as crosses the said Railway No. 9 now in course of construction and as lies between the northerly and southerly boundary fences of that railway Provided that before doing so they dedicate to the use of the public in lieu thereof the new road constructed by the Company which commences at a point on the easterly side of the said road so to be stopped up distant eight chains or thereabouts measured in a northerly direction along that road from the centre line of the said railway as shown on the said deposited plans thereof at such proposed crossing and terminates at another point on the easterly side of the said road so to be stopped up distant eight chains or thereabouts measured in a southerly direction along that road from the centre line of the said authorised railway at such proposed crossing.

The new road shall after the passing of this Act be maintained and kept in repair by the surveyor or other road authority for the time being of the said parish and the Company shall within one month after the passing of this Act pay to the said vestry the sum of five hundred pounds to be by them applied in the maintenance of the said road and otherwise for the benefit of the parish as the vestry shall by resolution from time to time direct and the receipt for the said sum of the chairman of the vestry and of their surveyor or of any other person or persons authorised by resolution of the vestry to receive and grant an acknowledgment for the same shall be a sufficient discharge to the Company who shall not be responsible for or in anywise concerned with the application of the moneys so paid.

Extinguishment of rights of way &c.

16. Subject to the provisions of this Act all rights of way over and along the several roads streets thoroughfares or highways or portions of roads streets thoroughfares or highways which may

under the provisions of this Act be diverted stopped up and discontinued and over and along any of the lands which may under such provisions as aforesaid be acquired by compulsion shall be and the same are as from the stopping up diversion purchase or acquisition thereof respectively by this Act extinguished.

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17. The site and soil of the roads streets thoroughfares and highways or portions thereof by this Act authorised to be diverted stopped up and discontinued and the fee simple and inheritance thereof (except where by this Act otherwise provided) if the Company now are or under the powers of this Act or of any other Act relating to the Company already passed they shall become the owners of the lands on both sides thereof shall be from the time of the stopping up thereof respectively wholly and absolutely vested in the Company for the purposes of their undertaking subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway.

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

18. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the railways by this Act authorised and with respect to the making and maintaining of those railways shall in the case of lands belonging to the Great Northern Railway Company (herein-after called "the Great Northern Company") unless with the previous consent of that company in writing under their common seal be exercised only subject to and in accordance with the following provisions:—

For the protection of the Great Northern Railway Company.

(1.) The Company shall not without in every case the previous consent of the Great Northern Company in writing under their common seal take use enter upon or interfere with the Great Northern Railway or any land railway siding or other work connected therewith except only so far as shall be necessary for the purpose of making and maintaining the said railways as the same are according to this Act to be constructed;

Limiting interference with land &c.

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

Company to acquire easement only.

(3.) The railway at Linby No. 1 hereby authorised shall be constructed over the Leen Valley Branch of the Great Northern

Provision as to construction of

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—
railway over
Leen Valley
Branch.

Railway by a bridge of three spans viz. one of forty-three feet span one of thirty feet span and one of seventeen feet span each span being measured at right angles with the Great Northern Railway with a clear headway in each opening of not less than fourteen feet six inches throughout;

The railway at Basford No. 1 hereby authorised shall be constructed over the Derbyshire Extension Railway of the Great Northern Company by a bridge of three spans of twenty-eight feet each each span being measured at right angles with the Great Northern Railway with a clear headway in each opening of not less than fourteen feet six inches throughout;

The railway at Nottingham No. 1 hereby authorised shall be constructed over the Nottingham Canal and towing-path of the Great Northern Company by a bridge of forty-five feet clear span measured at right angles with such canal and towing-path with a clear headway of not less than twenty feet throughout;

Plans &c.
of works to
be approved.

(4.) The said railways by this Act authorised where the same will be made upon or across or will otherwise interfere with the Great Northern Railway or the Nottingham Canal or with any railway siding canal lock or other work belonging to the Great Northern Company shall subject to the foregoing provisions of this enactment be constructed according to plans sections and specifications to be submitted to and previously approved by Richard Johnson or other the engineer for the time being of the Great Northern Company who shall report thereon within one month after the same shall have been submitted to him and any difference thereon between him and the principal engineer for the time being of the Company shall (subject as aforesaid) be determined by arbitration in manner herein-after provided;

Traffic
not to be
obstructed.

(5.) The Company shall not in any manner in the execution of any of their works remove or disturb any of the rails of the Great Northern Railway sidings or other works or obstruct or interfere with the free uninterrupted and safe use of the Great Northern Railway or any traffic thereon or on the Nottingham Canal;

Company to
pay costs of
inspection
during
progress of
works.

(6.) The Company shall bear and on demand pay to the Great Northern Company the expense of the employment by that Company during the execution of any work affecting the Great Northern Railway siding or other work or the Nottingham Canal of the Great Northern Company of a sufficient number of inspectors watchmen and signalmen to be appointed by that

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Company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise ;

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

Compensation for injury.

(8.) The Company shall at all times maintain the bridges arches openings or other works by which their railways are carried across the railways sidings or other works and the Nottingham Canal of the Great Northern Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the said Richard Johnson or other the engineer for the time being of that Company And if and whenever the Company fail so to do the Great Northern Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the Great Northern Company may reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may

Bridges &c. to be maintained.

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Facilities to be afforded to Great Northern Company for construction of bridges under or over railways.

be recovered with full costs by the Great Northern Company from the Company in any court of competent jurisdiction ;

(9.) If the Great Northern Company shall at any time hereafter be desirous for the purpose of forming branches or sidings of constructing bridges under or over the said railways or any work affecting the Nottingham Canal the Company shall afford to the Great Northern Company all reasonable and proper facilities for the construction of such bridges or works according to plans to be agreed on between the respective engineers for the time being of the two companies or in case of difference to be determined by arbitration as hereafter provided ;

Arbitration.

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

For the protection of the corporation of Sheffield.

19. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Sheffield (in this section referred to as "the corporation") shall with reference to the railway and works within that borough authorised by this Act to be constructed have effect (that is to say) :—

- (1.) In this section the expression "railway" means the widenings Nos. 1 and 2 of the main line of the railway of the Company and works authorised by this Act to be made in that borough and the expression "street" has the same meaning as that assigned to it by the Public Health Act 1875 ;
- (2.) The Company shall not break up any street or interfere with any sewer drain or watercourse or any water main pipe or apparatus of the corporation until they shall have given to the town clerk of Sheffield seven clear days' notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses water mains pipes and apparatus proposed to be interfered with ;
- (3.) The abutments and foundations of all bridges or additions to bridges over any street and particularly over the streets in the borough called Furnival Road Effingham Street and Effingham Lane shall be carried to such depth below the surface thereof as shall be reasonably required by the borough surveyor so as

to allow the corporation to lay down renew or repair any sewer water main or pipe in such streets or any of them ; A.D. 1893.

- (4.) The parapets of the said bridges carrying the railway over any streets shall be at least eight feet in height from the level of the rails throughout the entire crossing of the street ;
- (5.) The Company shall not without the consent of the corporation signified in writing under the hand of the town clerk of Sheffield alter the level of any street ;
- (6.) The Company shall make provision for lighting by day and by night the portions of the said streets called Furnival Road Effingham Street and Effingham Lane to be covered by the archways or bridges for carrying the Company's widened railway authorised by this Act over those streets and from and after the completion of the works connected therewith the Company shall from time to time by day and by night light to the reasonable satisfaction of the corporation the portions of the said streets covered by the said widened railway ;
- (7.) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections eighteen to twenty-three shall subject to the provisions of this Act extend and apply to the water mains pipes and apparatus of the corporation and whenever in those sections the words " company " and " society " are used the same shall for the purposes of this Act be held to extend to and include the corporation ;
- (8.) Whenever it may be necessary to intercept or interfere with any sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved of by the corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by the corporation at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with and in such manner as shall be reasonably approved by the corporation ;
- (9.) Whenever the water mains pipes or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining the supply of water to lay down additional mains or pipes such additional mains or pipes (of the same size and description as those previously in use) shall previous to the severance or interference be laid down by the corporation at the expense of the Company ;

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- (10.) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer drain water main or apparatus the Company shall repay to the corporation such additional cost ;
- (11.) In case it shall be necessary to construct the railway over any sewer drain or water main of the corporation provision shall be made to the satisfaction of the corporation for protecting such sewer or water main from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair ;
- (12.) The flags paving-stones and other materials in any road or street in the borough which shall be stopped up or diverted or interfered with by the Company in the execution of the works by this Act authorised shall remain and be the property of the corporation and may be used as far as the borough surveyor may consider practicable without payment in the construction of any new street or diversion in this section mentioned ;
- (13.) All new roads required to be made by the Company under this Act shall be made to the reasonable satisfaction of the borough surveyor and such roads shall when made be maintained and kept in repair by the Company for a period of twelve months ;
- (14.) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall well and sufficiently and to the satisfaction of the corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration ;
- (15.) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and the costs of the reference shall be borne as such arbitrator shall direct.

For the protection of the mayor aldermen and burgesses of the borough of Rotherham.

20.—(1.) In constructing the Railway No. 17 the Company shall unless otherwise agreed to by the mayor aldermen and burgesses of the borough of Rotherham (herein-after called "the corporation") carry the same over the highway leading from Rotherham to Sheffield numbered 8 on the deposited plans in the parish of Rotherham by means of a bridge having a clear span of not less than forty feet

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between the piers or abutments thereof measured on the square and a clear headway throughout of not less than eighteen feet above the present surface of the road and such bridge shall be maintained by the Company in such manner as to prevent as far as reasonably practicable the percolation of water and shall if required by the corporation be properly screened by and at the expense of the Company.

(2.) In constructing the said railway alongside Ickles Goit over the footpath numbered 32 on the deposited plans in the said parish the Company shall carry the railway over the footpath by means of a bridge of not less than six feet in width and with a clear headway of not less than eight feet throughout above the present surface of the said footpath.

21. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Nottingham (in this section referred to as "the corporation") shall with reference to the railway and works within that borough authorised by this Act to be constructed have effect (that is to say):—

For the protection of the Corporation of Nottingham.

(1.) In this section the expression "railway" means the railway and works authorised by this Act to be made in that borough and the expression "street" has the same meaning as that assigned to it by the Public Health Act 1875;

(2.) The Company shall not break up any street or interfere with any sewer drain or watercourse or any gas or water main pipe or apparatus of the corporation until they shall have given to the town clerk of Nottingham seven clear days' notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains water-courses gas and water mains pipes and apparatus proposed to be interfered with;

(3.) The abutments and foundations of all bridges over any street shall be carried to such depth below the surface thereof as shall reasonably be required by the borough engineer so as to allow the corporation to lay down renew or repair any sewer water or gas main or pipe in such streets;

(4.) The parapets of the said bridges carrying the railway over or under streets shall be at least six feet in height from the level of the rails or the street as the case may be throughout the entire crossing of the street except in the case of Parliament Street and the other streets in the town of

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Nottingham lying to the north of that street up to and including Cairns Street where the height shall be eight feet and a fence of the same height as the parapet shall be continued to the boundary of the adjoining houses for a distance not exceeding twelve yards on each side of the bridge;

- (5.) The Company shall not without the consent of the corporation in writing signified under the hand of the town clerk of Nottingham alter the level of any street in the borough;
- (6.) In lieu of and in substitution for the road shown on the deposited plans as to be diverted between the points six miles and six chains or thereabouts and six miles seven furlongs the Company shall prior to the making of the railway convey to the corporation a strip of land of sufficient width to allow of the formation of a road forty-five feet wide (clear of all cuttings or slopes) on the west side of and parallel with the railway such strip of land commencing at Dob Park Lane at or near to the point where the railway crosses that lane and terminating at the public road in Bulwell Forest at a point about eleven chains east of the point where the Midland Railway crosses that road on the level;
- (7.) The Company shall make and maintain a bridge forty-five feet wide measured between the parapets at or near to the point marked six miles six furlongs and two chains on the deposited plans for the purpose of carrying the public road over the railway. The exact position of such bridge shall be determined by the corporation and the Company shall construct and maintain on each side and for the full length of such bridge substantial parapets or close screens not less than six feet in height above the level of the footway on such bridge;
- (8.) If the severed portions of the lands numbered 48 49 and 50 on the deposited plans in the parish of Bulwell which adjoin the lands of the corporation shall not be required for the purposes of the railway the Company shall at the request of the corporation sell the same to the corporation as superfluous lands at a price to be settled by the engineer to the Company and the borough engineer or in case they fail to agree to be settled by arbitration;
- (9.) In the construction of the railway through Nottingham Forest the method known as "cut and cover" shall be adopted and no open cutting shall be maintained unless required for station purposes and then so far only as is necessary for that purpose and the Company shall after covering over the railway restore the surface of the ground to as near as may be the state

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and condition it was in prior to the construction of the railway and shall lay out plant and turf the same to the satisfaction of the borough engineer ;

- (10.) The Company shall so construct the railway as not to stop up or interfere with Sussex Street Trent Street or Crocus Street without the consent of the corporation nor shall the railway be carried over any part of those streets unless the headway of the bridge or viaduct be not less than sixteen feet and no part of the piers or supports be placed in any such streets ;
- (11.) If the Company enter upon or take any part of the recreation ground (numbered 2685 on the deposited plans) in the parish of St. Mary belonging to the corporation the Company shall if so required by the corporation purchase the whole of such lands ;
- (12.) The main outfall sewer in Charlotte Street and Glasshouse Street shall be carried under the railway by means of duplicate iron syphons or in such other manner as the borough engineer shall determine and all works necessary or proper for effecting that object shall be executed by the corporation at the expense of the Company ;
- (13.) If in consequence of the construction of the railway any alteration or diversion of the subway in Victoria Street shall become necessary the same shall be executed by the corporation at the expense of the Company ;
- (14.) For the purpose of providing for the local traffic of the borough and neighbourhood the Company shall before opening the railway for public traffic make and maintain in addition to the central station in the borough the following passenger stations (that is to say) :—
 - (A.) One between the central station and the River Trent ;
 - (B.) One near to the east end of Nottingham Forest ;
 - (C.) One near to Haydn Road Basford ;
 - (D.) One at Bulwell near Bulwell Forest ;and the Company shall run a reasonably effective service of local trains stopping at each of the said stations ;
- (15.) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections eighteen to twenty-three shall subject to the provisions of this Act extend and apply to the water and gas mains pipes and apparatus of the corporation and whenever in those sections the words "company" and "society" are used the same shall for the purposes of this Act be held to extend to and include the corporation ;

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- (16.) Whenever it may be necessary to intercept or interfere with any sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved of by the corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by the corporation at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with and in such manner as shall be reasonably approved by the corporation ;
- (17.) Whenever the water or gas mains pipes or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining the supply of water or gas to lay down additional mains or pipes such additional mains or pipes (of the same size and description as those previously in use) shall previous to the severance or interference be laid down by the corporation at the expense of the Company ;
- (18.) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer drain gas or water main or apparatus the Company shall repay to the corporation such additional cost ;
- (19.) In case it shall be necessary to construct the railway over any sewer drain gas or water main of the corporation provision shall be made to the satisfaction of the corporation for protecting such sewer gas or water main from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair ;
- (20.) The flags paving-stones and other materials in any road or street in the borough which shall be stopped up or diverted or interfered with by the Company in the execution of the works by this Act authorised shall remain and be the property of the corporation and may be used as far as the borough engineer may consider practicable without payment in the construction of any new street or diversion in this section mentioned ;
- (21.) All new roads required to be made by the Railway Company under this Act shall be made to the reasonable satisfaction of the borough engineer and such roads shall when made be maintained and kept in repair by the Company for a period of twelve months ;
- (22.) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or exercising

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the powers by this Act authorised the Company shall well and sufficiently and to the satisfaction of the corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration ;

(23.) The Company shall not permit any of their bridges or works or any of their walls parapets or screens to be used for the posting of bills or other advertising purposes ;

(24.) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and the costs of the reference shall be borne as such arbitrator shall direct.

22. In respect of the construction of the Railway No. 1 in the parish of Wilford the following provisions shall apply :—

For preven-
tion of floods
at and near
Wilford.

(1.) Plans sections and drawings of the works necessary to permit the passage of flood and other waters under the railway and to prevent damage or injury to the adjoining lands in the time of floods shall be submitted to the county council of Nottinghamshire and also to Henry Robert Clifton for their approval respectively and if they or either of them shall for the space of one month neglect or refuse to approve the said plans sections and drawings or shall disapprove the same then the Company shall carry out such works according to such plans sections and drawings as shall be approved by an engineer to be appointed by the Board of Trade on the application of either the Company or the county council of Nottinghamshire or the said Henry Robert Clifton who shall have full power to determine what works are in his judgment necessary to permit the passage of flood and other waters under the railway so as far as possible to prevent damage and injury by or in consequence of the Company's works to the adjoining lands in the time of floods and the decision of such last-mentioned engineer shall be final and conclusive and the Company shall carry out and maintain all such works as he shall direct ;

(2.) The Company shall pay the costs of the award of any engineer appointed by the Board of Trade under the provisions of this section and that engineer shall have the power to determine and order what other costs (if any) in the matter referred to him should be borne and paid by the Company.

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For the protection of the Nottingham Corporation and Henry Robert Clifton.

23. In constructing so much of the Railway No. 1 where the same passes through the lands of the mayor aldermen and burgesses of the borough of Nottingham (in this section called "the corporation") and of Henry Robert Clifton respectively in the parish of St. Mary and Wilford in the town and county of Nottingham and in the parish of Wilford in the county of Nottingham respectively the following provisions shall have effect (that is to say) :—

(A.) The Company shall make and maintain on the land of the said Henry Robert Clifton at some point to be determined by the engineer for the time of the borough of Nottingham and the surveyor of the said Henry Robert Clifton between the points marked on the deposited plans as eleven miles five chains and eleven miles ten chains a bridge of three spans for carrying the railway over an intended new road and such bridge shall consist of two side arches and one central girder bridge the girder bridge to have a span of not less than thirty-six feet clear between the piers or abutments thereof measured on the square and the height or headway to be such that the underside of the girders shall be not less than ninety-nine feet above ordnance datum The two side arches shall be each fifteen feet span and the height or headway shall be such that the underside of girders or soffit of arches at the crown shall be not less than ninety-five feet above ordnance datum ;

(B.) Any difference which may arise between the corporation and Henry Robert Clifton or either of them and the Company as to the true intent and meaning of this section or as to the mode of giving effect thereto shall be settled by an arbitrator to be appointed (unless otherwise agreed on) upon the application of any of the parties in difference by the President of the Institution of Civil Engineers and the cost of the reference shall be borne as such arbitrator shall direct.

For the protection of the Nottingham and Nottinghamshire Banking Company (Limited).

24. For the protection of the Nottingham and Nottinghamshire Banking Company (Limited) (in this section called "the Banking Company") the following provisions unless otherwise agreed on in writing between the Company and the Banking Company shall have effect (that is to say) :—

(1.) The Company their contractors officers or servants shall not for any purpose whatever enter upon take use or interfere with either permanently or temporarily any part of the buildings in Thurland Street belonging or reputed to belong to the Banking Company without their previous consent under their common seal but the Company may purchase so much of the subsoil cellars and vaults of or under Thurland Street and belonging or

reputed to belong to the Banking Company as is necessary for the construction of the railway without being required to take the whole of the premises ;

- (2.) The Banking Company may from time to time appoint a competent engineer architect or surveyor who may from time to time during the construction of the works inspect the same within one hundred feet of any portion of the said buildings and the Company shall give the person so appointed all necessary facilities for such inspection and if he shall be of opinion that the construction of the works or other operations of the Company are attended with danger to any portion of the said buildings the Company shall forthwith adopt such additional measures and precautions as may be considered necessary for the purpose of preventing damage or injury thereto and in the event of any difference arising between the Banking Company and the Company with reference thereto such difference shall be referred to arbitration as herein-after provided ;
- (3.) The Company shall not underpin or strengthen any part of the said buildings unless the engineer or architect appointed by the Banking Company shall consider such underpinning or strengthening necessary in which event it shall be carried out under his supervision at the cost and risk of the Company and the section of this Act of which the marginal note is " Company empowered " to underpin or otherwise strengthen houses near railway " shall not extend or apply to the said buildings If any difference shall arise between the Company and such engineer or architect as to the necessity of or the mode of effecting such underpinning or strengthening the same shall from time to time as the case requires be referred to an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party whose decision shall be final The costs of such reference and of the award shall be borne as such engineer shall direct ;
- (4.) The Company shall pay to the Banking Company compensation for all structural damage or injury to the said buildings by or from the construction maintenance working or user of the railway and also in respect of vibration sufficient prejudicially to interfere with carrying on the business of the bank and for any inconvenience loss or damage to the Banking Company which may arise by reason of the underpinning or strengthening of the bank premises as aforesaid and the Banking Company may claim and receive and recover such compensation from the Company ;

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- (5.) If any difference arise between the Company and the Banking Company touching anything to be done or not to be done or any moneys to be paid under the provisions of this section such difference shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and the costs of the reference and of the award shall be borne as he shall direct.

For the protection of the Duke of Newcastle.

25. In constructing Railway No. 1 by this Act authorised (in this section referred to as "the railway") where it passes through the estate of the Most Noble Henry Pelham Archibald Douglas Duke of Newcastle and his successors in title and estate (herein-after referred to as "the Duke") the following provisions shall apply and have effect:—

- (1.) The Company shall at their own expense construct and maintain at or near the point shown on the deposited plans and sections for the parish of Basford in the county of Nottingham as seven miles and five furlongs an under bridge having a clear width between the piers or abutments thereof of not less than twenty-five feet measured on the square and with a clear headway of not less than sixteen feet;
- (2.) The Company at or near the road numbered 29 on the deposited plans shall construct and maintain a bridge over the railway having a clear width between the parapets thereof of not less than twelve feet and if at any time hereafter the Duke shall so require shall widen the said bridge so that it shall have a clear width between the parapets thereof of not less than twenty-five feet;
- (3.) The Company shall construct and maintain all necessary and proper culverts for carrying under the railway the streams or watercourses running through the field numbered 23 on the deposited plans;
- (4.) If any difference arises between the Duke and the Company as to the manner in which any of the works in this section provided for are to be executed or as to the reasonableness or sufficiency thereof the same shall be settled and determined by the engineers of the Duke and of the Company or failing agreement by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party and the decision of such last-named engineer shall be final and conclusive.

For the protection of Andrew Montagu.

26. For the protection of Andrew Montagu or other the owner or owners for the time being of the Linby Old Hall Farm in the

county of Nottingham (all of whom are in this section included in the expression "the owner") the following provisions shall have effect (that is to say):—

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- (1.) The Company shall not without the consent in writing of the owner deviate the centre line of Railway No. 1 nearer to the buildings described in the book of reference and numbered on the deposited plans 16 in the parish of Linby in the county of Nottingham than shown on the said plans;
- (2.) The Company shall in no way prejudice affect or interfere with the water-wheel at the said farm or the supply of water thereto.

27. The Company shall make compensation to the several owners and lessees of houses and buildings in the borough of Nottingham mentioned in the Fourth Schedule to this Act in respect of any structural damage or injury caused by the construction or working of the Railway No. 1 to any houses or buildings belonging to any of the said owners and lessees lying and being within fifty feet of any part of the works of the railway. Every claim for compensation under this enactment shall be made to the Company in writing within three years from the opening of the said railway for public traffic and such compensation shall be ascertained failing agreement according to the provisions of the Lands Clauses Acts in respect of cases of disputed compensation.

For the protection of owners of property in Nottingham.

28. In constructing the Railway No. 1 by this Act authorised in the parish of Hucknall Torkard the following provisions for the protection of the local board of health for the district of Hucknall Torkard (in this section called "the local board") shall apply (namely):—

For the protection of the Hucknall Torkard Local Board.

- (1.) The Company shall construct and maintain and at all times keep open at least one station for passengers and goods within the district of the local board on a site suitable and convenient for the inhabitants of the said district and before definitely fixing the site of such station the Company shall consult the local board as to its suitability and convenience;
- (2.) The Company shall construct and at all times maintain the bridge for carrying the road numbered 88 on the deposited plans and commonly called Watnall Road and the approaches thereto so as to give a clear width of forty feet between the parapets and so that the approaches on either side shall not be constructed to a steeper gradient than one foot in twenty-five;
- (3.) The Company shall construct the new road intended to be substituted for road numbered 96A on the deposited plans and

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- commonly called Farley Lane of the clear width of twenty-five feet at least and the surface thereof shall be properly metalled so as to make the same a good hard road and such diversion shall be carried out to the reasonable satisfaction of the surveyor for the time being of the local board ;
- (4.) The Company shall construct and at all times maintain the bridge for carrying the road numbered 71 on the deposited plans and commonly called Wood Lane and the approaches thereto so as to give a clear width of thirty feet between the parapets and so that the approaches on either side shall not be constructed to a steeper gradient than one foot in twenty ;
- (5.) The Company shall under Railway No. 1 in the field numbered 27 on the deposited plans provide and maintain an archway or opening of the clear width and height of not less than twelve feet for use as part of any road or footpath which may hereafter be laid out to or from a street called Belvoir Street ;
- (6.) The Company shall construct and at all times maintain the bridge for carrying the road numbered 15 on the deposited plans and commonly called Washdyke Lane and the approaches thereto so as to give a clear width of twenty-five feet between the parapets and so that the approaches on either side shall not be constructed with a steeper gradient than one foot in twenty ;
- (7.) The Company shall construct and at all times maintain the bridge for carrying the road numbered 4 on the deposited plans and commonly called Annesley Road and the approaches thereto so as to give a clear width of forty feet between the parapets for the whole length of the bridge and approaches and so that the gradient of the approaches to such bridge shall not be steeper than one foot in twenty-five ;
- (8.) At the point where the Railway No. 1 will cross the public footpath numbered 116 upon the deposited plans the Company shall construct and at all times maintain a footbridge of the width of six feet at least and shall keep the same open for public use ;
- (9.) The Company shall construct all bridges for carrying public roads or footpaths over the railways of the Company within the district of the local board with parapets of the height of six feet and with walls or close fences along the approaches to such bridges of the height of four feet six inches and shall at all times maintain and keep in repair such parapets walls and

fences and the surface of the roads upon the bridges and approaches and shall make and maintain all bridges for carrying the railways of the Company over public roads in the said district as far as practicable watertight and shall erect and at all times maintain under each bridge carrying the railway over a public road or footpath at least one lamp and keep the same well and sufficiently lighted to the reasonable satisfaction of the local board during the hours during which public lamps are usually lighted in the district of the local board ;

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(10.) At the respective points where Railway No. 1 will cross the roads numbered 4 15 71 and 88 respectively on the deposited plans and commonly called Annesley Road Washdyke Lane Wood Lane and Watnall Road respectively the Company shall construct and at all times maintain under the said railway good and sufficient subways in which the sewers and water mains and pipes of the local board may be laid so as to enable the local board from time to time to inspect repair alter or renew the same without difficulty and the local board may use such subways for the purposes aforesaid ;

(11.) The local board may at all times construct and maintain under the railways and works of the Company such subways culverts sewers drains and water mains and pipes as they may think necessary or desirable without making any payment or compensation to the Company in respect thereof but all such works shall be executed under the superintendence and to the reasonable satisfaction of the engineer of the Company and so as not to interfere with the use and working of the railways or the traffic thereon Provided that the local board shall not commence any such works until they have delivered to the Company thirty days' notice in writing of their intention so to do along with plans sections and specifications of the proposed works ;

(12.) Where any of the works to be done under or by virtue of the powers of this Act shall or may pass over or under or by the side of or so as to interfere with any sewer drain water main or water pipe hydrant or other work vested in or under the jurisdiction or control of the local board or shall or may in any way prejudicially affect the sewerage or drainage of their district the Company shall not commence such works until they shall have given to the local board fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the offices for the time being of the local board with a plan and section showing the course and inclination thereof and

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other necessary particulars relating thereto and until the local board shall have signified their approval of the same unless the local board do not signify their approval or disapproval within fourteen days after delivery or service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the local board in the execution of the said works and shall provide by new altered or substituted works for the proper protection of and for preventing injury or impediment to the sewers drains and works of the local board herein-before referred to by or by reason of the said works of the Company or any part thereof and shall save harmless and keep indemnified the local board against all and every the expenses to be occasioned thereby and all such works shall be executed by the Company under the superintendence and to the reasonable satisfaction of the surveyor for the time being of the local board at the cost in all respects of the Company and all costs charges and expenses which the board may be put to or incur by reason of any such works whether in the execution or superintendence thereof or the preparation and examination of plans or otherwise shall be paid to the local board by the Company on demand;

(13.) In case of any difference or dispute arising between the local board and the Company touching or concerning the true intent of the provisions in this section contained or anything to be done or not to be done hereunder such difference shall be determined by an arbitrator to be appointed unless otherwise agreed by the Board of Trade on the application of either party and the costs of such arbitration shall be borne and paid as the arbitrator may direct.

For protec-
tion of
Corporation
of Leicester.

29. For the protection of the mayor aldermen and burgesses of the county borough of Leicester (in this section called "the corporation") the following provisions shall have effect unless otherwise agreed on between the corporation and the Company (that is to say):—

(1.) The plan referred to in this section as "the plan" means a plan signed in triplicate by Sir Richard Paget Baronet the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred one copy of which is deposited in the Private Bill Office of the House of Commons;

(2.) The Company shall carry the railway over the roads specified in the following table by flat girder bridges of one span having throughout the respective widths between the abutments and the headway above the surface of the said roads respectively

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specified in the said table in connection with those respective roads (that is to say) :— A.D. 1893.

Name of Road.	Minimum width of Bridge.	Minimum Headway of Bridge.
Road from Belgrave to Thurstaston -	40 feet	16 feet.
Public footway from Belgrave to Anstey	10 "	8 "
Beaumont Leys Lane - - - -	40 "	16 "
Blackbird Lane - - - -	40 "	16 "
Harrison Street - - - -	40 "	15 "
Abbey Gate - - - -	50 "	16 "
Slater Street - - - -	40 "	16 "
Northgate Street - - - -	50 "	16 "
Soar Lane - - - -	40 "	16 "
All Saints Road - - - -	40 "	16 "
Bridge Street - - - -	50 "	16 "
New Road from Braunstone Gate to the Newarke.	50 "	15 feet Road to be lowered one foot.
Road from Aylestone to Braunstone -	40 "	16 feet.
Bridle road from Aylestone to Lubbesthorpe.	12 "	12 "

(3.) The Company shall form construct and complete for public use a new road carried from Walnut Street Bridge over the Company's line sidings and lands The width between the parapets to be fifty feet and the inclination of the approaches on both sides of the line to be one in twenty ;

(4.) If the corporation shall hereafter determine to construct at their own cost the road and footpath herein-after described or either of them that is to say (1) a road between the new road mentioned in the immediately preceding sub-section and the Burton Branch of the Midland Railway (2) a footpath between Mill Lane Bridge and a point opposite the junction of Wilberforce Road and Briton Street the Company shall consent to the same being carried over the Company's lands railway and sidings in accordance with plans and sections to be previously submitted to and approved by the engineer of the Company in such lines and positions and at such levels and otherwise in such manner as shall be agreed upon between the Company and the corporation Provided always that the said road where it crosses the lands of the Company shall be parallel and as near as may be to the said Burton Branch and the road and footpath respectively shall be so constructed as not to impede or interfere with the working of the Company's station and traffic ;

(5.) The Company shall construct and maintain a bridge over their railway between the Burton Branch of the Midland

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- Railway and the road from Aylestone to Braunstone in such position as may be agreed on between the Company and the corporation the width between the parapets of the bridge to be forty feet;
- (6.) The Company shall construct and maintain along the eastern side of Railway No. 2 from Northgate Street to the entrance of the station to be constructed by the Company on that railway in the said borough a road of the full width throughout of not less than fifty feet and shall continue that road of the same width until it forms a junction with St. Nicholas Street and shall connect therewith All Saints Road Friars' Causeway Blue Boar Lane and Jewry Wall Street;
- (7.) The Company shall widen Applegate Street to the width throughout of fifty feet from Bridge Street to St. Nicholas Square and shall continue such widened street of a width of fifty feet from Bridge Street until it forms a junction with Castle Street at a place called The Hollow and shall stop up the portion of Castle Street between The Hollow and the West Bridge and shall construct and maintain a new street fifty feet wide throughout in lieu of Bridge Street from the West Bridge to the southern end of the widened portion of Applegate Street;
- (8.) The Company shall construct and maintain a footway not less than ten feet wide throughout on the eastern side and alongside of their line from Bridge Street up to the eastern side of the New Flood Course;
- (9.) The bridge to carry the railway over the River Soar east of the North Bridge shall be of two clear spans with an unobstructed waterway not less than the aggregate width of the waterways of the said North Bridge;
- (10.) The bridge to carry the railway over the Leicester Canal and towing-path near to Frog Island shall be in one span so as to give an unobstructed waterway in time of flood of not less than forty-seven feet;
- (11.) The Company shall carry their railway across that part of the Leicestershire and Northamptonshire Union Canal known as the New Flood Course near the new West Bridge by a bridge of seventy feet single span so that the present waterway shall not be obstructed;
- (12.) The bridge to carry the railway over the River Soar near the bathing station on the Bede House Meadows shall be the full width of the widened river course from bank to bank and

shall give an unobstructed waterway in time of flood of not less than sixty feet in width ; A.D. 1893.

- (13.) The Company shall construct and maintain such flood courses and openings through their embankments between the points "one mile six furlongs" and "two miles two furlongs" on the deposited plan as to Railway No. 2 as will effectually carry off the flood waters of the River Soar and tributaries ;
- (14.) The Company shall carry the public footway from Blackbird Lane to Beaumont Leys along the western side of Railway No. 1 and in carrying Blackbird Lane under the railway the Company shall not lower the lane more than four feet below its existing level at the point where the same is to be crossed by the railway and shall make the inclination of the same as altered not steeper than one in thirty and shall properly drain the lowered portion thereof ;
- (15.) The Company shall not stop up Jarvis Street and they shall make the width thereof so far as they alter or divert the same not less than forty feet ;
- (16.) The Company shall construct a road or street under their railway from Welles Street to Blue Boar Lane of a minimum width of twenty-five feet and with a minimum headway of ten feet ;
- (17.) In case the access to the Roman Pavement situated under property belonging to the corporation in Jewry Wall Street be interfered with and before it be so interfered with the Company shall provide convenient means of access to the said Roman Pavement for the public to the reasonable satisfaction of the corporation ;
- (18.) Notwithstanding anything shown on the deposited plans or contained in this Act the Company shall construct the Railway No. 1 between the points marked with the letters A and B on the plan in the line shown in red thereon so as to cross the intended Swithland Reservoir (authorised by the Leicester Corporation Waterworks Act 1890 in this section called "the Act of 1890") in the manner shown on the plan ;
- (19.) The railway shall be carried across the site of the two branches of the said intended reservoir partly on embankments and partly on two viaducts one on each of such branches each of the said viaducts shall have a clear waterway of two hundred feet in the deepest part of the branch crossed thereby and shall be composed of abutments piers and arches constructed in a substantial manner with brindled brick in cement mortar The parapet walls of the said viaducts shall be carried up solid to a

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height of six feet above the level of the rails and a close fence six feet high above the level of the rails shall be continued to and along both sides of the said embankments and up to the Swithland Road ;

- (20.) The Company shall not purchase or take otherwise than by agreement with the corporation any portion of the site of the said intended reservoir but the Company may purchase and take and the corporation may and shall sell and grant to the Company accordingly an easement or right of using the same for the purpose of carrying the railway across the said site ;
- (21.) The Company shall excavate in such position and manner as may be reasonably approved by the engineer of the Leicester Corporation Waterworks an area within the bed of the intended Swithland Reservoir of such capacity as will be equal to the cubical contents of the water area occupied by the abutments piers and works of the said viaduct in or upon the site of the said intended reservoir ;
- (22.) The Company shall construct their railway so as not to interfere with the raising of the road leading from Swithland to Mount Sorrel to the height of one hundred and ninety-five feet above ordnance datum as authorised by the Act of 1890 and so that if the railway be carried over the road there shall be a headway under the bridge of at least fifteen feet above the level of the road ;
- (23.) The provisions of sections eighteen to twenty-three (both inclusive) of the Railways Clauses Consolidation Act 1845 shall extend and apply to the gas and water mains pipes and apparatus of the corporation and to the corporation in respect thereof as though the corporation were a gas or water company or society ;
- (24.) If by reason of the exercise by the Company of any powers granted them under this Act any additional gas or water mains pipes sewers or drains or any increased lengths or capacity thereof respectively be rendered necessary the same shall be respectively provided laid and constructed by the corporation at the cost of the Company ;
- (25.) If by reason of the exercise by the Company of any powers granted them under this Act the corporation shall at any time incur any additional cost in repairing or altering any gas or water main pipe or apparatus or any sewer or drain such additional cost shall be repaid by the Company to the corporation ;

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- (26.) Before the Company interfere with any existing sewer or drain they shall to the reasonable satisfaction of the corporation and at the cost of the Company and in accordance with plans and sections to be previously submitted and reasonably approved of by the corporation construct a sufficient substituted sewer or drain and connect the same with the sewer or drain so interfered with ;
- (27.) If the Company construct any pier or abutment over any sewer of the corporation the Company shall if so required by the corporation construct and maintain a good and sufficient culvert thereover so as to afford access thereto for the purpose of repairs ;
- (28.) Nothing in this Act shall interfere with the rights or powers of the corporation in relation to the making of new sewers and drains ;
- (29.) The width or span of all bridges as by this section prescribed shall be the width as measured at right angles to the centre line of the road street footway or stream crossed by such respective bridges ;
- (30.) All bridges for carrying the railway over public roads streets or footways shall be constructed and maintained so as to prevent as far as reasonably practicable the dripping of water ;
- (31.) The Company shall when required by the corporation enclose with walls or suitable fencing all lands belonging to the Company and used in the construction of the railway in order to fence off the same respectively from the streets adjoining ;
- (32.) Whenever in the construction of a bridge under the powers of this Act over any street a recess is left in such street under such bridge the Company shall on the request of the corporation fence off or build up such recess ;
- (33.) All bridges and viaducts upon which the railway is carried and which are constructed under the powers of this Act and are not screened from the streets by buildings shall be constructed with parapets of not less than six feet above the level of the upper surface of the rails ;
- (34.) The abutments and foundations of all bridges over any public streets shall be carried to such a depth below the surface thereof as to allow the corporation to reconstruct lay or repair any existing sewer watercourse main or other pipe ;
- (35.) Before the Company obstruct any street or road in the exercise of their powers under this Act they shall to the reasonable satisfaction of the corporation provide and thenceforward until such obstruction be removed maintain proper

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accommodation for the traffic along such street and access to houses and property therein and they shall cause such obstruction to be properly fenced and lighted ;

(36.) Where any house or building is severed by the Company from other property the Company shall to the reasonable satisfaction of the corporation build up and secure the severed end of such house or building ;

(37.) All diversions of streets and all new streets shall be constructed with such curves and levels as shall be reasonably prescribed by the corporation and shall be formed sewered drained channelled kerbed paved flagged and completed and all streets the surface of which shall be disturbed by the Company shall be restored to the reasonable satisfaction of the corporation ;

(38.) All works to be executed by the Company in the borough or in any way affecting any gas or water pipes or sewers or reservoirs of the corporation (whether existing or authorised and whether within or without the borough) or any property of the corporation shall be so executed at the cost in all respects of the Company in accordance with plans sections and specifications previously approved by the corporation and under the superintendence and to the reasonable satisfaction of the surveyor of the corporation and the reasonable cost of such superintendence shall be paid by the Company to the corporation ;

(39.) The Company and the corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company for the protection of the corporation and for the execution by the corporation of any such works and the acquisition of land therefor ;

(40.) If any difference arise between the Company and the corporation touching anything to be done or not to be done or any moneys to be paid under the provisions of this section (other than moneys payable for or in relation to the acquisition of any lands or easements and which in case of difference shall be settled under the provisions of the Lands Clauses Acts) such difference shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and the costs of the reference shall be borne as he shall direct.

For the
protection
of the
Leicester-

30.—(1.) The Company shall execute the works by this Act authorised so far as the same affect any main roads in the county of Leicester as defined by the Highways and Locomotives (Amendment)

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Act 1878 or any highway in the said county and so far as any such works affect any bridge to be erected in the said county for carrying a highway over the railways or the approaches thereto or any such bridge to be erected for carrying the railway over a highway subject to the following conditions (namely):—

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(A.) Every bridge for carrying the railway over any such main road shall have a span of at least forty feet and every bridge for carrying any such main road over the railway shall be of a clear width of at least forty feet between the parapets;

(B.) The Company shall not commence nor execute any works as aforesaid until they have first delivered to the surveyor for the time being of the Leicestershire County Council plans and drawings of the works intended to be executed nor until the same plans and drawings shall have been examined and approved by the said surveyor by writing under his hand. Provided always that if the said surveyor shall fail to approve of the works for one month after the plans and drawings thereof shall have been delivered to him then the Company shall not execute nor commence any such works as aforesaid unless and until plans and drawings thereof shall have been examined and approved of by an engineer to be appointed by the Board of Trade on the application of the Company;

(C.) The Company shall execute all such works as aforesaid at their sole expense and under the superintendence and to the reasonable satisfaction of the said surveyor whose reasonable charges incident to the approval of the said plans drawings and specifications and to the superintendence of the works shall be paid by the Company and the Company shall at the like expense subsequently maintain the same and all necessary works connected therewith in good substantial condition and to the reasonable satisfaction of the said surveyor.

(2.) Plans sections and drawings of the works necessary to permit the passage of flood and other waters under the railway in the districts of Whetstone and Cosby so as to prevent damage or injury to the adjoining lands from flood waters shall be submitted to the said surveyor for his approval and if he shall for the space of one month fail to approve the same then the Company shall carry out such works according to such plans sections and drawings as shall be approved by an engineer to be appointed by the Board of Trade on the application of the Company who shall have full power to determine what works are in his judgment necessary to permit the passage of flood and other waters under the railway so far as possible to prevent damage and injury by or in consequence of the

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A.D. 1893. Company's works to the adjoining lands in time of floods and the decision of such engineer shall be final and conclusive and the Company shall carry out and maintain all such works as he shall direct.

(3.) The Company shall pay the costs of the award of any engineer appointed by the Board of Trade under this section and that engineer shall have the power to determine and order what other costs (if any) in the matter referred to him should be borne and paid by the Company.

Provision as to burial ground of the Society of Friends in Leicester.

31. In constructing the Railway No. 1 across the burial ground of the Society of Friends and the outbuilding connected therewith numbered upon the deposited plans 196 in the parish of All Saints in the borough of Leicester the Company shall be subject to and shall observe the following provisions unless otherwise agreed with the trustees in whom the control of the said burial ground is vested (that is to say) :—

(1.) At any time within one year from the passing of this Act the heirs executors administrators or relatives of any deceased person whose body shall have been interred in any part of the said burial ground may cause such body to be removed to and interred at the expense of the Company under the supervision and to the satisfaction of the medical officer of health for the borough of Leicester in any burial ground in which burials may legally take place and may cause the tombstone or monument erected to the memory of such person to be removed and re-erected at the cost of the Company ;

(2.) The Company shall carry the said railway over and across the said burial ground upon an embankment care being taken to cover over and enclose the said burial ground in such manner both during and after the construction of the said embankment that nothing shall be done or permitted which shall in any way interfere with or disturb any of the graves or vaults or the remains of the persons interred or deposited therein otherwise than for the removal of such remains as herein-before provided for.

For the protection of the Trent Navigation Company.

32. For the protection of the Trent Navigation Company (in this section called "the Navigation Company") the following provisions shall unless otherwise agreed between the Company and the Navigation Company have effect (that is to say) :—

(1.) The Company shall not without the consent in writing of the Navigation Company deviate from the line or levels of the Railway No. 1 as shown on the deposited plans and sections ;

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- (2.) The Company shall carry the said railway over the River Trent and the towing-path thereof by means of a girder bridge having three spans of not less than one hundred feet each and no part of the underside of any of the girders of the said bridge shall be of a less height than ninety-nine feet above ordnance datum ;
- (3.) No pier shall be placed upon the towing-path but the same shall both during the construction and after the completion of the bridge be left and preserved unobstructed and free for use ;
- (4.) The said railway where it crosses the navigation towing-path or is constructed on land of the Navigation Company shall be constructed under the inspection of the engineer or other duly appointed officer of the Navigation Company and to his satisfaction and previously to commencing the construction of any such portion of the railway the Company shall deposit at the office of the Navigation Company detailed plans sections and working drawings of the said portion of railway and shall obtain the approval of the engineer to the Navigation Company to such plans sections and working drawings and the bridge shall be constructed only in accordance with the plans sections and drawings so approved or settled as herein-after provided and it shall not be lawful for the Company at any time to alter the said bridge without previously to making such alteration obtaining the like approval Provided always that if the said engineer shall for the period of two months neglect or refuse to approve such plans sections and drawings or shall disapprove the same then the said works shall be constructed according to plans sections and working drawings to be submitted to and approved by an engineer to be agreed upon or in default of agreement to be appointed by the Board of Trade on the application of either party ;
- (5.) During the construction of the bridge the Company shall keep the navigation of the River Trent free and clear so that vessels navigating in or upon the same shall have sufficient and convenient room to navigate and pass thereon and for enabling vessels to be haled thereon the Company shall at their own expense provide and work to the satisfaction of the engineer of the Navigation Company proper and sufficient means for haling such vessels past the site of the bridge by night and day ;
- (6.) The Company shall also during such construction exhibit every night from sunset to sunrise a light or lights which shall be kept burning by and at the expense of the Company for the guidance of vessels Such lights shall be of such description

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and number and be so used and placed as the Navigation Company in writing shall direct and shall if necessary be from time to time altered by the Company in such manner as the Navigation Company direct ;

- (7.) The space between the piers of the arches of the bridge shall at all times after the completion of the bridge be left and preserved an open and uninterrupted navigable waterway and the flood arches provided to be constructed under this Act shall at all times be kept open and free for the passage of water and the Company shall at their own expense maintain the bridge and works of the height and width and so constructed as aforesaid and in perfect repair at all times ;
- (8.) The Company shall at all times maintain and keep the said bridge or works so that the height or headway below the underside of the girders thereof shall not be less than such a headway as shall be equal to the headway defined in sub-section 2 of this enactment ;
- (9.) The Company shall at all times maintain the bridge and other works by which the railway shall be so carried over the navigation in substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer of the Navigation Company and if and whenever the Company fail so to do the Navigation Company may make or do such repairs in and upon as well the lands of the Company as their own lands and the sum from time to time certified by such engineer to be the reasonable amount of such expenditure shall be repaid to the Navigation Company by the Company and in default of payment may be recovered by them from the Company with full costs in any court of competent jurisdiction ;
- (10.) The Company and their contractors agents servants or workmen shall not in constructing or repairing the railway works over the navigation obstruct impede or interfere with the free and uninterrupted and safe use of the navigation or any traffic thereon or if any such obstruction or interference shall be caused or take place contrary to this enactment the Company shall pay to the Navigation Company all costs and expenses to which that company may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such interruption such costs expenses and compensation to be recoverable with full costs by that company in any court of competent jurisdiction ;
- (11.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Navigation

Company all costs losses damages and expenses which may be occasioned to that company or to any of the works or property thereof or to the traffic thereon or otherwise by reason of the execution or failure of the said bridge and the works in connection therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the Navigation Company from all claims and demands upon or against them by reason of such execution or failure and of any such act or omission.

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33. The Company shall contemporaneously with the construction of Railway No. 3 construct a goods and passenger station at some convenient point in the field No. 8 on the deposited plans in the parish of Charwelton in the county of Northampton between the roads numbered respectively 7 and 11 on the same plans in the said parish or any diversions of such roads and shall upon the opening of that railway and for ever thereafter maintain and use the said station for passenger and goods traffic.

Company to construct station in the parish of Charwelton.

34. For the protection of the estate of Richard Attenborough and Gilbert Richard Redgrave or other the owner or owners for the time being of the house known as Catesby House in the parish of Catesby (all of whom are in this section included in the words "the owner") the following provisions shall have effect (that is to say) :—

For the protection of Richard Attenborough and others.

- (1.) If by reason of the construction or maintenance of the works of the Company by this Act authorised the water supply to Catesby House aforesaid or to the houses at Lower Catesby shall be diminished or interfered with the Company shall forthwith provide and maintain an equally good and efficient supply of water to the said Catesby House and the said houses at Lower Catesby (as the case may be) as that which they now possess respectively and shall compensate the owner and occupiers respectively for all loss or damage they may respectively sustain by reason of such diminution or interference during the continuance of the same ;
- (2.) The centre line of railway shall be not less than one hundred yards from the residential part of Catesby House ;
- (3.) Notwithstanding anything shown on the deposited plans or in this Act contained the northern end of the tunnel in the said parish of Catesby shall be not nearer to the residential part of Catesby House than one hundred and thirty three yards ;
- (4.) If by reason of the execution or maintenance of the works of the Company any settlement or other structural injury shall

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in the opinion of the arbitrator or umpire herein-after provided for be occasioned to Catesby House or the stables and out-buildings thereof the Company shall from time to time make full compensation to the owner and occupier thereof respectively for the injury and damage so occasioned and for the outlay to which they may respectively be put in repairing such structural injury ;

- (5.) If any difference shall arise between the Company and the owner or the Company and any occupier as to anything to be done or not to be done or any compensation to be paid by the Company under this section such difference shall be settled by two arbitrators or their umpire one of such arbitrators to be chosen by each of the parties and the costs of the arbitration shall be borne as such arbitrators or umpire shall direct.

For protection of corporation of Loughborough.

35. In constructing the works by this Act authorised within the borough of Loughborough the Company shall conform to and observe the following provisions regulations and restrictions unless otherwise agreed between the Company and the mayor aldermen and burgesses of the said borough (in this section called "the corporation") :—

- (1.) The bridge over the main road to Nottingham shall be of a span not less than forty feet and of a headway throughout of not less than sixteen feet above the present surface of the road and the Company shall not interfere with or alter the gradient of the said road ;
- (2.) The minimum width of the bridges under all other highways between the parapet walls and of the approaches thereto shall be of a width equal to the full width of the respective highways between the fences at the point of crossing not exceeding forty feet The parapets of such bridges shall be at least six feet in height from the level of the street and shall not be used for the posting of bills or other advertising purposes ;
- (3.) The inclination of the approaches to the bridges under the last-mentioned roads shall as regards the bridge on the Leicester Road be not greater than one in forty and as regards all other roads one in thirty Provided always that in case of the intended new road number one on the said plans the western approach shall not be extended beyond the line of the new road number three by this Act authorised ;
- (4.) In lieu of the roads proposed to be stopped up the Company shall construct and complete in all respects according to the byelaws in force in the borough the new roads numbered 1 2 3 and 4 by this Act authorised but nothing in this Act contained

shall authorise the Company to stop up Borough Street or Warner Street without the consent of the corporation Provided always that in the event of the corporation withholding their consent the Company shall not be required to make the said intended new road No. 1 ;

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- (5.) In constructing their railway the Company shall make at a point to be determined by the borough surveyor and the engineer for the time being of the Company or failing agreement as may be settled by arbitration in manner herein-after provided the necessary provisions to enable the corporation if they hereafter divert the Hermitage Brook main outfall sewer to the Bottle Acre to carry such diversion under the railway ;
- (6.) The Company shall provide such culverts under the railway at points to be determined by the borough surveyor and the engineer of the Company or failing agreement as may be settled by arbitration in manner herein-after provided as will enable the corporation to deal with the sewage from the Hermitage Brook outfall and from the sewer which the corporation propose to lay to drain the watershed of the Grammar School Brook ;
- (7.) Whenever it may be necessary in the execution of any of the powers of this Act to intercept or divert any sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved of by the corporation another sewer or drain in lieu thereof of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected with any existing sewer or drain which may be intercepted or interfered with in such a manner as shall be reasonably approved by the corporation ;
- (8.) In case it shall be necessary to construct the railway over any pipe sewer pipe drain or water main belonging to the corporation provision shall be made to the satisfaction of the corporation for protecting such sewer gas or water main from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair ;
- (9.) The corporation may at all times hereafter at their own expense construct and maintain under the railways and works of the Company such other culverts subways sewers mains and pipes as they think necessary or desirable without making any payment or acknowledgment to the Company in respect thereof but all such works shall be executed according to plans and sections and specifications to be reasonably approved

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by and under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Company and so as not to interfere with the use and working of the railway or the traffic thereon. Provided always that the corporation shall not commence any such works until after the expiration of thirty days from the date of the delivery to the Company of notice in writing of their intention so to do together with plans sections and specifications of the proposed works ;

- (10.) The Company shall at the point where the railway will cross the River Soar construct the railway on a viaduct or arches having in the whole openings of not less than three hundred and fifty lineal feet and shall widen and deepen the channel of the river under the said viaduct so as to provide for the free passage of flood water under the railway ;
- (11.) The Company shall also construct and for ever maintain a channel parallel with the line of railway on the eastern side thereof from the field in the parish of Loughborough numbered 30 on the deposited plans to the River Soar such channel shall be of a width of not less than twenty feet at the bottom and of a depth of not less than five feet below the level of the adjoining land with slopes of one and a half to one and shall be carried under the railway of the Midland Railway Company by means of the existing culverts or arches thereunder and under the Nottingham Road by the existing culverts with an additional flood arch under the Nottingham Road of a span of twenty-two feet and a width between the parapets of the width of the existing bridge ;
- (12.) The embankment from the River Soar to the Leicester Navigation shall be a solid embankment excepting at the bridge over the Midland Railway and the Nottingham Road and in the field numbered on the deposited plans 15 in the parish of Loughborough and where occupation bridges for the meadows (if any) are required to be built ;
- (13.) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall apply to all water mains and pipes of the corporation and whenever in those sections the words "company" or "society" are used the same shall for all the purposes of this Act be held to extend to and include the corporation and all alterations of or interference with such mains and pipes or any sewers or drains of the corporation which may be interfered with in the construction of the railway

shall be carried out and completed as the surveyor to the corporation may approve; A.D. 1893.

(14.) All costs charges and expenses which the corporation may reasonably be put to or incur by reason of any of the works mentioned in this section shall be paid by the Company to the corporation on demand;

(15.) If any difference shall arise between the corporation and the Company in relation to this section such difference shall be determined by an arbitrator to be appointed on the application of either party by the Board of Trade and the decision of such arbitrator shall be final and binding and the costs shall be in his discretion.

36. The following provisions for the protection of the company of proprietors of the Oxford Canal Navigation (in this section called "the Canal Company") shall unless otherwise agreed between the Company and the Canal Company have effect (that is to say):—

For the protection of the Oxford Canal Navigation Company.

(1.) In carrying the Railway No. 3 by this Act authorised over the Oxford Canal Navigation (in this section called "the canal") in the parishes of Clifton-upon-Dunsmore and Wolfhamcote in the county of Warwick the Company shall not alter the line or level of the canal or towing-paths thereof or obstruct or impede the navigation thereof or cause any loss or waste of water therefrom or enter upon take or acquire any lands or property belonging to the Canal Company or any right or interest therein except an easement for constructing maintaining and using the said railway across the canal subject to the conditions herein-after contained;

(2.) The said railway shall be carried across the canal in the parish of Clifton-upon-Dunsmore by means of an arch or girder and in the parish of Wolfhamcote by means of a horizontal girder bridge constructed of stone brick and iron combined and such bridges shall be constructed so as at each crossing to be carried across the canal and towing-path thereof by single spans of the full width of the canal and towing-path and the abutments of such bridges shall be placed in such positions parallel with the waterway as shall be fixed by the engineer of the Canal Company;

(3.) The Company shall not deviate towards the eastward from the centre line of railway as shown on the deposited plans at the crossing of the canal in the parish of Clifton-upon-Dunsmore;

(4.) No part of the soffit or underside of the arch or girders of the bridges shall be less than eleven feet above the existing ordinary top water level of the canal at the point of crossing

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nor less than nine feet above any part of the towing-path at such point ;

- (5.) Each of the bridges shall be completed within six months after the same is commenced and both during construction and during any future repairs of the bridges or either of them the Company shall at all times leave an uninterrupted navigable waterway thereunder of a width of not less than twenty feet with a depth not less than the existing ordinary depth of the canal at the point of crossing and a headway of not less than ten feet above the existing ordinary top water level of the canal and nine feet above the towing-path at such point and with a towing path of not less than eight feet in width without any obstruction between the same and the waterway and immediately after the completion of the bridges or either of them the Company shall remove everything obstructing or interfering with the free navigation of the canal to its present full width and depth under the same ;
- (6.) The Company shall at all times after the completion thereof maintain the bridges in good and substantial repair ;
- (7.) The bridges for carrying the said railway over the canal and all the works connected therewith respectively and all temporary works during the construction thereof shall be carried out under the inspection and to the reasonable satisfaction of the engineer of the Canal Company and according to plans sections and specifications to be previously approved by such engineer and in the event of any difference arising between the Company and the Canal Company or their respective engineers as to such plans sections and specifications or the mode of executing any of such works the same shall be referred to and determined at the expense of the Company by an engineer to be appointed by the Board of Trade on the application of either the Company or the Canal Company ;

In constructing the said Railway No. 3 in the parish of Barby in the county of Northampton the Company shall deviate from the centre line thereof as shown on the deposited plans between the points marked thereon as three miles seven furlongs and four miles six and a half furlongs from the commencement of the said railway to the westward so that the said railway and all the works thereof shall be constructed entirely on the west side of the canal between those points and the Company shall not divert the canal in that parish as shown on the deposited plans or carry the said railway over the canal or interfere with any portion of the canal or towing-path or lands or works connected therewith in such parish ;

(8.) In case during the construction of any of the above-mentioned works or of any failure or defect therein or during the execution of any subsequent alteration or repair of the said bridges any obstruction or impediment shall be caused or arise to the traffic of the canal or the towing-paths thereof contrary to the provisions of this section or in case the said bridges or either of them shall at any time be out of repair or any loss or waste of water from the canal shall be occasioned by any of the works or operations of the Company the Company shall forthwith remove such obstruction or impediment or repair such bridge or prevent such loss of water under such superintendence and to such reasonable satisfaction of the engineer of the Canal Company as aforesaid and in case of their default in so doing the Canal Company may do the same and recover the costs and expenses thereof from the Company and the Company shall pay to the Canal Company the sum of ten pounds as ascertained damages for every hour during which any such obstruction or impediment shall continue as aforesaid or if the same shall continue for more than seventy-two consecutive hours or be caused by any wilful act neglect or omission on the part of the Company or of any of their agents contractors servants or workmen then the sum of twenty pounds as ascertained damages for every hour during which such obstruction or interruption shall so continue and the Company shall also pay to the Canal Company the sum of twenty shillings as ascertained damages for every reasonably estimated one thousand cubic feet of water which shall have so leaked or run to waste and in the same proportion for any greater or less quantity and if either of the said bridges shall not be completed within the period herein-before provided in respect thereof the Company shall pay to the Canal Company as ascertained damages the sum of twenty pounds for every day after the expiration of such period until the bridge shall be completed and the Canal Company are hereby authorised to sue for and recover such costs and expenses and ascertained damages in any court of competent jurisdiction Provided that nothing herein contained shall prevent the Canal Company from recovering from the Company and the Company shall repay to the Canal Company any special or further damages which they may sustain by the breach or contravention of the provisions of this section or the exercise by the Company of the powers of this Act;

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(9.) The Company shall not in constructing the said railway or any of the other railways by this Act authorised cross or in any way interfere with any portion of the canal or the towing-paths lands or works connected therewith except as herein-before provided.

For the protection of the Northampton and Banbury Junction Railway Company.

37. Whereas the Railway No. 4 by this Act authorised (in this section referred to as "the railway") is so laid out as to cross over or otherwise affect the railway lands and works of the Northampton and Banbury Junction Railway Company (in this section referred to as "the Northampton Company") Therefore the following provisions shall have effect:—

(A.) The Company shall not enter upon or interfere with the railway or lands and works of the Northampton Company or execute any work whatsoever over or affecting the same until there shall have been delivered to the Northampton Company by the Company plans drawings and specifications (herein-after referred to as "the said plans") of the works (herein-after referred to as "the said works") intended to be executed over or affecting the railway lands and works of the Northampton Company which plans shall describe the manner of executing the said works and the materials to be used for the purpose nor until the said plans have been examined and approved in writing by the chief engineer of the Northampton Company or in the event of his failing to approve or disapprove the same for one calendar month after the said plans have been delivered to that Company until the same have been examined and approved by an engineer to be appointed failing agreement by the President for the time being of the Institution of Civil Engineers and the said works shall be executed by the Company at their sole expense and shall respectively be subsequently maintained by the Company in all things according to the said plans as approved under the superintendence and to the reasonable satisfaction of the chief engineer of the Northampton Company and if and whenever the Company fails to do so after one month's notice in writing for that purpose (or in case of emergency without notice) the Northampton Company may enter upon lands of the Company and may therein and thereon as well as upon their own lands make do and execute any works of maintenance or repair which they from time to time may think requisite in that behalf and the sums from time to time certified by their engineer to be the amount of the expenditure in that behalf shall be repaid to them by the Company and in default of full

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repayment the amount due may be recovered with full costs by the Northampton Company from the Company in any court of competent jurisdiction ;

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- (B.) The Company shall bear and on demand pay to the Northampton Company the expense of the employment by them during the construction of the railway on or adjacent to the lands of the Northampton Company of such inspectors and watchmen as the Northampton Company may consider necessary for watching their railway with reference to and during the construction of the railway and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company or of their contractors with reference thereto or otherwise ;
- (C.) If by reason of any works or proceedings or any act or omission of the Company or their contractors with reference to the railway there shall be any obstruction of or interference with the railway of the Northampton Company so as to prevent or impede the convenient passage of engines and carriages along the same the Company shall pay to the Northampton Company the sum of twenty pounds by way of ascertained damages for every hour during which such obstruction or interference continues ;
- (D.) The Company shall from time to time be responsible for and make good to the Northampton Company all costs losses damages and expenses from time to time occasioned to the railway of the Northampton Company or the traffic thereon or any person or persons using the same or otherwise by reason of the execution or failure of any of the works of or incidental to the railway or any act or omission of the Company or any of the persons in their employ or their contractors or others and the Company shall effectually indemnify and hold harmless the Northampton Company from all claims and demands upon or against them by reason of any such execution or failure and of any such act or omission ;
- (E.) No land belonging to the Northampton Company shall be taken by the Company without the consent in writing of the Northampton Company under their common seal first had and obtained Provided always that the Company may purchase and take from the Northampton Company and that company shall if so required by the Company grant in perpetuity to the Company an easement or right of using for the purposes of the railway and for the purposes of the works and conveniences

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necessary in connection therewith such parts of the lands of the Northampton Company as are necessary for those purposes.

For the protection of the trustees of the will of the late Earl of Dysart.

38. In constructing Railway No. 1 by this Act authorised (herein-after referred to as "the railway") where it passes through the estate of the trustees of the will of the late Right Honourable Sir Lionel William John Manners Earl of Dysart and their successor or successors in title (in this section referred to as "the trustees") the following provisions shall apply and have effect:—

- (1.) The Company shall at the point where the railway is to pass over the right of road numbered 12 on the deposited plans and being in the parish of Belgrave in the county borough of Leicester construct and carry their railway upon a flat girder bridge of one span having a clear width between the piers or abutments thereof of not less than twenty feet and with a clear headway above the surface of the said right of road of not less than fifteen feet ;
- (2.) The Company shall at their own expense construct and at all times maintain in some one or more of the fields numbered 7 8 9 10 and 11 on the deposited plans and being in the parish or extra-parochial place of Leicester Abbey Leicester at such respective points between the Beaumont Leys Lane and Blackbird Lane as the surveyor of the trustees shall require two over bridges having each a clear width between the parapet walls of not less than forty feet measured on the square and in such manner that the inclination of the approaches to the said bridges on both sides of the railway shall be not less than one in twenty ;
- (3.) The Company shall at their own expense construct and at all times maintain at such respective points in some one or more of the fields numbered 14 15 and 16 on the deposited plans in the said parish or extra-parochial place of Leicester Abbey as shall be agreed upon between the Company and the surveyor of the trustees two under bridges having each a clear width between the piers or abutments thereof of not less than forty feet and with a clear headway above the surface of the road of sixteen feet ;
- (4.) The Company shall at their own expense construct and at all times maintain all necessary roads and footpaths and approaches to and over and under the said bridges and where the approaches to and roads under or over the said bridges are carried below or above the surface level the gradients shall not be steeper than one in twenty ;

- (5.) The Company shall pay compensation in respect of the sites of the slopes of the approaches to the said bridges but the said sites shall not be conveyed to nor the ownership thereof pass to the Company ;
- (6.) The Company shall construct finish and maintain the said bridges in such a manner as to prevent so far as reasonably possible any drip on to the roadway beneath the same ;
- (7.) If any difference arises between the trustees and the Company as to the manner in which any of the works in this section provided for are to be executed or as to the sufficiency thereof or any part of the same such difference shall be settled and determined by the respective engineers of the trustees and the Company or failing agreement by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party and the decision of such last-named engineer shall be final and conclusive.
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39. The following provisions for the protection of the London and North Western Railway Company (herein-after called "the North Western Company") shall apply and have effect:—

For protec-
tion of the
London
and North
Western
Railway
Company.

- (1.) The Company shall construct the railways and works by this Act authorised so far as the same pass over adjoin or affect the railways lands or works of the North Western Company in such lines within the limits of deviation shown on the deposited plans as shall be approved by Francis Stevenson or other the principal engineer for the time being of the North Western Company (in this section called "the said principal engineer") and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North Western Company and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railways of the North Western Company or either of them or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the North Western Company full compensation in respect thereof to be recovered with full costs in any court of competent jurisdiction ;
- (2.) The Company shall carry Railways Nos. 2 3 4 and 9 where the same are intended respectively to cross the under-mentioned railways of the North Western Company by means of wrought iron or steel girder bridges with wrought iron flooring of the clear spans of not less than the following widths measured on the square :—

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- (A.) In the case of the crossing of Railway No. 2 over the South Leicestershire Railway fifty-two feet six inches;
 - (B.) In the case of the crossing of Railway No. 3 over the Rugby and Stamford Railway forty-two feet;
 - (C.) In the case of the crossing of Railway No. 3 over the main lines by a bridge of three spans the central of such spans to be of a width to clear the six existing lines of railway and a space of not less than five feet on each side thereof measured at right angles from the existing outside lines and the two side spans to be of the clear width of twenty-six feet each measured on the square;
 - (D.) In the case of the crossing of Railway No. 3 over the authorised Daventry and Leamington Railway fifty-two feet six inches;
 - (E.) In the case of the crossing of Railway No. 4 over the Banbury branch twenty-six feet;
 - (F.) In the case of the crossing of Railway No. 4 over the Oxford branch twenty-six feet;
 - (G.) In the case of the crossing of Railway No. 9 over the Hampstead Junction Railway by a bridge of two spans of the same width as the spans of the adjoining bridge of the Metropolitan Railway over the said Hampstead Junction Railway;
- (3.) Each of the bridges herein-before provided for shall have a clear headway throughout of not less than fourteen feet six inches above the upper surface of the rails at the respective points of crossing and the Company shall for ever maintain such headway;
- (4.) If at any time hereafter the North Western Company shall widen either their Banbury branch or Oxford branch at the said points of crossing the Company shall at their expense in all things when required by the North Western Company construct a second bridge at each such crossing of a similar span and headway to those to be constructed over the said branches such second bridges to be constructed on whichever side of the first-mentioned bridges and in such position as such principal engineer shall reasonably require;
- (5.) The junction of Railway No. 5 with the Rugby and Stamford Railway of the North Western Company shall be only at such a point within the limits of deviation as shall be approved by the said principal engineer;

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(6.) With respect to the intended crossing of Railway No. 8 over the main line of the North Western Company at Loudoun Road Station the following provisions shall apply:—

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- (A.) Notwithstanding anything in the intended Act the Company shall only construct Railway No. 8 where it is intended to cross the London and North Western Railway in such manner that no portion of the bridge or works shall be at a less distance than twenty feet west from the face of the mouth of the old tunnel and twenty-five feet west from the face of the mouth of the new tunnel;
- (B.) The Company shall construct the bridge for carrying the Railway No. 8 as aforesaid over the North Western Railway of three spans and so as (with the exception of the columns between the spans) to completely clear the existing railways and works and with a clear headway throughout of not less than seventeen feet from the level of the existing rails and of no greater width than necessary for four lines of rails;
- (C.) If at any time hereafter the North Western Company shall construct an additional line or lines of railway between their existing railway and Alexandra Road the Company shall bear and pay all additional expenditure which may be occasioned by the works necessary for carrying such additional lines under the said Railway No. 8;
- (D.) The Company shall bear the cost of all alterations in the North Western Company's signals rendered necessary by the construction of their railway and works;
- (E.) Before the Company enter upon the lands or property or interfere with the Loudoun Road Station for the purpose of constructing the said Railway No. 8 they shall at their own expense construct and complete to the reasonable satisfaction of the North Western Company's engineer the following alterations in the said Loudoun Road Station:—
 - (i.) They shall take down the existing bridge carrying Loudoun Road over the North Western Railway and shall reconstruct the same as a bridge with two spans supported in the centre by columns and as shown upon a plan dated the eleventh day of June one thousand eight hundred and ninety-one and signed by Charles Liddell on behalf of the Company and Francis Stevenson on behalf of the North Western Company;
 - (ii.) They shall remove and alter the eastern end of the existing platforms as shown upon the said plan and

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they shall lengthen alter and make the additions to those platforms at their western end as shown upon the said plan and for such purpose shall slew the existing rails as also shown upon the said plan ;

(iii.) They shall execute all other works whether temporary or permanent incidental to the above works including the provision of access to the Loudoun Road Station during the reconstruction of the bridge ;

(7.) If by reason of the construction of the said railways hereby authorised it shall become necessary to add to or alter the signal or signals upon the said railways of the North Western Company the same shall be so added to or altered by the North Western Company and the reasonable expense thereof shall be repaid to that company by the Company ;

(8.) The Company shall construct the said portions of railways where the same will pass over the railways of the North Western Company as also so much of the Railway No. 3 as will be situate between the points denoting five furlongs nine chains and seven furlongs from the commencement thereof as shown on the deposited plans of that railway and all the works both temporary and permanent necessary and incident to the construction thereof so far as they affect the property and works of the North Western Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the said principal engineer and the Company shall not commence the construction of the said portions of railways or enter upon or interfere with any land works or property belonging to or used by the North Western Company until such plans sections and specifications have been so submitted and approved Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said principal engineer and the engineer of the Company failing to agree or of any difference arising between them then the said portions of railways and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company

or the North Western Company by the President for the time being of the Institution of Civil Engineers; A.D. 1893.

- (9.) The said portions of railways and all works necessary or incident to the construction thereof or affecting the property or works of the North Western Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the satisfaction of the said principal engineer;
- (10.) The Company shall not (except with the previous consent of the North Western Company under their common seal) purchase or acquire any lands or property of the North Western Company but the Company may purchase and take and the North Western Company shall sell and grant accordingly an easement or right of using so much of the lands of the latter company as may be necessary for the construction of the said portions of railways in accordance with the provisions of this section;
- (11.) During the construction of the said portions of railways across and adjoining and near to or affecting the railways property and works of the North Western Company the Company shall bear and on demand pay to that company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching their railways and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise;
- (12.) The Company shall at all times maintain the said portions of railways and all the works connected therewith and incident thereto by which the said railways shall be carried across and adjoining the railways works and lands of the North Western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the North Western Company by the Company

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- and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction ;
- (13.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs losses damages and expenses which may be occasioned to that company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railways and the works in connection therewith or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission ;
- (14.) If at any time hereafter the North Western Company obtain Parliamentary powers to extend the Charnwood Forest Railway so as to connect the same with Railway No. 1 by this Act authorised by a junction at or near Loughborough the Company shall consent to such extension and to the construction of a junction as aforesaid as well as to the construction and user of such other works as may be necessary for the convenient interchange of traffic of all descriptions upon such terms and subject to such reasonable payments and conditions as may be agreed upon between the Company and the North Western Company or failing agreement as shall be determined by arbitration ;
- (15.) 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 ;
- (16.) The Company and the North Western Company may agree for any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed.

Running
powers to
Great
Northern
Railway
Company.

40. The Great Northern Railway Company may run over and use with their engines carriages and waggons officers and servants for the purposes of traffic of every description the two northernmost lines of railway belonging to the London and North Western Railway Company between Ardwick Junction and the London Road

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Station Manchester of the Company In consideration of the use of the said two lines of railway the Great Northern Railway Company shall pay to the London and North Western Railway Company the tolls prescribed in the schedule to the Manchester London Road Station Enlargement Act 1861 The use by the Great Northern Railway Company of the said two lines of railway shall in all respects be subject to the control and management of the London Road Station Joint Committee and to any reasonable byelaws and regulations made by that committee. A.D. 1893.

41. The London and North Western Railway Company may have and exercise over the widenings numbers 1 and 2 by this Act authorised the same running and other powers and privileges as are conferred on that company by an agreement dated the first day of August one thousand eight hundred and eighty-nine made between the London and North Western Railway Company and the Company and scheduled to and confirmed by the London and North Western Railway Act 1890 subject in all respects to the terms conditions and restrictions contained in that agreement. Running powers to London and North Western Railway Company.

42. From and after the passing of this Act section fifty-three of the Manchester Sheffield and Lincolnshire Railway (Extension to Liverpool) Act 1865 shall be repealed and the right of the Company to use the two southernmost lines of railway between Ardwick Junction and London Road shall cease except so far as may be necessary for the Company to cross over the same for the purpose of gaining access to the Manchester South Junction and Altrincham Railway. Repealing portion of s. 53 of Manchester Sheffield and Lincolnshire Railway (Extension to Liverpool) Act 1865.

43. Whereas Railway No. 16 by this Act authorised is so laid out as to affect the railway lands and works authorised to be constructed and taken by the Rotherham Blyth and Sutton Railway Company (in this section referred to as "the Rotherham Company") for the purposes of Railway No. 3 authorised by the Rotherham Blyth and Sutton Railway Act 1891 Therefore the following provisions shall have effect:— For the protection of the Rotherham Blyth and Sutton Railway Company.

(A.) The junction of Railway No. 16 with the Treeton Colliery branch railway shall be made in accordance with a plan signed in duplicate by William Beswick Myers on behalf of the Rotherham Company and by Alexander Ross on behalf of the Company or at any point east of the said proposed junction so shown on the said plan and the junction of Railway No. 3 with the Treeton Colliery branch railway shall also be made in accordance with the said plan or at any point west of the proposed junction between Railway No. 3 and the Treeton Colliery branch railway shown on the said plan ;

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(B.) No land authorised to be taken by the Rotherham Company under the powers of the said Act lying on the north side of the Treeton Colliery branch railway at the point of actual junction therewith of Railway No. 16 or at any point west thereof shall be taken by the Company without the consent of the Rotherham Company under their common seal first had and obtained. And the Rotherham Company shall not take any land so authorised to be taken as aforesaid lying on the south side of the Treeton Colliery branch railway at the point of actual junction therewith of Railway No. 3 or at any point east thereof without the consent of the Company under their common seal first had and obtained.

For protec-
tion of the
Midland
Railway
Company.

44. The powers of this Act with respect to the purchase and acquisition of lands otherwise than by agreement for the purposes of the Railways Nos. 1 2 and 16 hereby authorised and with respect to the making and maintaining of those railways shall unless with the previous consent of the Midland Railway Company (herein-after called "the Midland Company") in writing under their common seal be exercised only subject to and in accordance with the following provisions :—

- (1.) The Company shall not without in every case the previous consent of the Midland Company in writing under their common seal take use enter upon or interfere with any lands railways sidings or other works from time to time belonging to or worked by that company except only so far as shall be necessary for the purpose of making and maintaining the said railways as the same are according to this Act to be constructed ;
- (2.) With respect to any land of the Midland Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Midland Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same ;
- (3.) The crossing of the respective railways over the Midland Company's railway and branches shall be effected at such points within the limits of deviation shown on the deposited plans and in such manner and according to such mode of construction as shall be reasonably approved of by the principal engineer for the time being of the Midland Company or in case of difference as shall be determined by arbitration as herein-after provided ;
- (4.) The bridge carrying Railway No. 1 over the Midland Company's Nottingham and Mansfield branch near Linby Station

shall be constructed with two clear spans of forty feet each and one (on the western side of the said branch) of fifteen feet with a clear headway throughout above the rail level of the Midland Railway of fourteen feet six inches;

- (5.) The bridge carrying the said Railway No. 1 over the Midland Company's Nottingham and Mansfield branch near Bulwell Forest shall be constructed with one central span of fifty-two feet over the Midland Company's present lines and two additional spans of twenty-eight feet each on each side thereof with a clear headway throughout above the rail level of the Midland Railway of fourteen feet six inches;
- (6.) The viaduct carrying Railway No. 1 over the Midland Company's Railway at Nottingham Station shall be supported on wrought iron or steel columns not exceeding three feet in diameter one row of such columns to be fixed on the boundary of the Midland Company's property adjoining Station Street a second row of columns to be fixed one hundred and seventy feet southward of the said boundary and a third row of columns to be fixed at a distance of seventy feet southward of the last-mentioned columns with a clear headway throughout of eighteen feet six inches above the rail level of the Midland Railway and from the last-mentioned point to the Queen's Road the said viaduct shall be constructed of spans not less than thirty feet with a clear headway of fourteen feet six inches above the rail level of the Midland Railway for a width of not less than eighteen feet in the centre of each span. The said viaduct shall not be constructed of a greater width than is necessary to carry four lines of railway and the mode of construction shall be in all respects subject to the reasonable approval of the engineer of the Midland Company;
- (7.) The bridge carrying Railway No. 1 over the Midland Company's main line at Loughborough shall be constructed of four spans of twenty-eight feet each with a clear headway throughout above the rail level of the Midland Railway of not less than fourteen feet six inches the two central spans to cross respectively the existing passenger lines and goods lines of the Midland Company;
- (8.) The abutments of the bridge carrying Railway No. 2 under the Midland Company's Leicester and Burton branch shall be constructed of a sufficient width to carry four lines of railway the iron superstructure to be provided in the first instance for two lines only but the Company shall whenever requested by

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the Midland Company so to do widen the same to carry four lines ;

- (9.) The bridge carrying Railway No. 2 over the Midland Company's Leicester and Rugby branch shall be constructed of one span of twenty-eight feet with a clear headway throughout above the rail level of the Midland Railway of fourteen feet six inches the Company to construct at their own cost a second span of the same dimensions if at any time hereafter the Midland Company widen their line at this point ;
- (10.) The bridge carrying Railway No. 16 over the Midland Company's main line at Treeton shall be constructed of one central span of fifty-two feet over the main lines and two spans of twenty-eight feet one on each side thereof with a clear headway throughout above the rail level of the Midland Railway of fourteen feet six inches ;
- (11.) The said Railways Nos. 1 2 and 16 where the same will be made upon or across or will otherwise interfere with any railway siding or other work belonging to or worked by the Midland Company shall subject to the foregoing provisions of this enactment be constructed according to plans sections and specifications to be previously approved by the principal engineer for the time being of the Midland Company who shall report thereon within one month after the same shall have been submitted to him and any difference thereon between him and the principal engineer for the time being of the Company shall (subject as aforesaid) be determined by arbitration in manner herein-after provided ;
- (12.) The Company shall take all possible precautions in the execution of their works to prevent any interference with the free and uninterrupted and safe use in the ordinary manner and at the ordinary rate of speed of any railway siding or other work belonging to the Midland Company ;
- (13.) The Company shall bear and on demand pay to the Midland Company the expense of the employment by that company during the execution of any work affecting any railway siding or other work of that company of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any

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person in the employ of the Company or of their contractors with reference thereto or otherwise ; A.D. 1893.

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

(15.) The Company shall at all times maintain the bridges arches openings or other works by which their railway is carried under or over the railways sidings or other works of the Midland Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of that company and if and whenever the Company fail so to do the Midland Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as that company reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may be recovered with full costs by the Midland Company from the Company in any court of competent jurisdiction ;

(16.) If in the opinion of the Midland Company or in case of difference between them and the Company of an arbitrator to be appointed as herein-after provided it shall be necessary for the Midland Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the

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Company shall on demand pay to the Midland Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as herein-after provided ;

(17.) If the Midland Company shall at any time hereafter be desirous for the purpose of forming branches or sidings to any existing or intended collieries works or manufactories or constructing bridges under or over the said railways by this Act authorised the Company shall afford to the Midland Company all reasonable and proper facilities for the construction of such bridges according to plans to be agreed between the principal engineers of the two companies for the time being or in case of difference to be determined by arbitration as herein-after provided ;

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

For protection of the East and West Junction Railway Company and the joint committee of that company and the Stratford-upon-Avon &c. Railway Company.

45. For the protection of the East and West Junction Railway Company and the joint committee of that company and the Stratford-upon-Avon Towcester and Midland Junction Railway Company (in this section called "the joint committee") invested with the working maintenance and management of the East and West Junction Railway (herein-after referred to as "the railway of the joint committee") the following provisions shall in addition to all other provisions for their protection contained in this Act or in any Act wholly or partly incorporated with this Act have effect (that is to say):—

(1.) The Company shall not enter upon or interfere with the railway or any of the lands or works of the joint committee or execute any works whatever over under or affecting the same until the Company shall have delivered to the joint committee plans drawings and specifications of such intended works and those plans drawings and specifications shall have been approved in writing by the principal engineer for the time being of the joint committee or in the event of his failure for twenty-eight days after the delivery of the plans drawings and specifications to approve the same until the same shall have been approved by an engineer to be appointed on the application of the Company by the

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President for the time being of the Institution of Civil Engineers in London and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans drawings and specifications and to the reasonable satisfaction of the principal engineer for the time being of the joint committee or in case of difference of an engineer to be appointed in manner aforesaid ;

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- (2.) Railway (No. 4) by this Act authorised where the same is intended to cross the railway and works of the joint committee shall be carried under the said railway and works by means of a bridge of sufficient width and strength to carry two lines of railway and such crossing shall be effected in such a manner as not to injure the stability of the said railway and works in any way whatever ;
- (3.) The Company shall bear and on demand pay to the joint committee the reasonable expenses of the employment by them during the construction of the railways under and adjacent to the railway of the joint committee of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their railway and works and the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise ;
- (4.) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the joint committee all losses costs damages and expenses which may be occasioned to them or to any of their works or property or to the traffic on their railway or to any company or persons using the same or otherwise during the execution or by reason of the failure of the intended works or by reason of any act default or omission of the Company or of any person in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the joint committee and the East and West Junction Company from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission ;
- (5.) The Company shall at their sole expense at all times maintain the bridge and other works by which Railway (No. 4) by this Act authorised shall be carried under the railway of the joint committee in substantial repair and good order and condition to the reasonable satisfaction in all respects of the

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engineer for the time being of the joint committee and if and whenever the Company fail to comply with the requirements of this provision for the space of one month after notice thereof in writing from the joint committee or in case of urgency without notice the joint committee may make and do in and upon as well the lands of the Company as their own lands all such reasonable works and things as the joint committee shall think requisite for executing such repair and the sum from time to time certified by their engineer to be the reasonable amount of the expenditure incurred in that behalf subject to the decision in the event of difference between the Company and the joint committee of the arbitrator under the provisions herein-after contained shall be repaid to them by the Company and in default the amount due may be recovered with full costs by the joint committee from the Company in any court of competent jurisdiction ;

- (6.) In constructing maintaining or using the railways by this Act authorised or any of them the Company shall not in any way obstruct or interfere with the traffic passing along the railway of the joint committee and if by reason of any works or proceedings of the Company or other cause attributable to them or the use or working of their railways there shall be any obstruction or interference with the railway of the joint committee so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the joint committee full compensation in respect thereof to be recovered with full costs in any court of competent jurisdiction ;
- (7.) The Company shall not except by agreement with the East and West Junction Company under their common seal purchase and take for the purpose of making and maintaining Railways Nos. 4 6 and 7 by this Act authorised any lands belonging to the East and West Junction Company or the joint committee but the Company may purchase and take and the East and West Junction Company may and shall sell and grant an easement or right of using the same for the purpose of making and maintaining the railways as and in the manner by this Act authorised ;
- (8.) The Company shall pay to the East and West Junction Company by way of purchase or compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed on or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement ;

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(9.) If any difference shall arise between the East and West Junction Company or the joint committee and the Company for the settlement of which no provision is made in this section such difference shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers in London and the costs of such arbitration shall be in the discretion of such arbitrator;

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(10.) For the purposes of the provisions with respect to junctions contained in the Railways Clauses Act 1863 incorporated with this Act otherwise than is specifically provided for in sub-sections seven and eight hereof the joint committee shall be deemed to be the company or person owning the East and West Junction Railway.

46. With reference to so much of the railways and works by this Act authorised as will be situate within the parish of Saint John Hampstead and for the protection of the vestry of that parish (in this section called "the vestry") the following provisions shall apply:—

For the protection of the Vestry of Saint John Hampstead.

(1.) Where the railway or any works to be done by the Company by virtue of this Act shall or may pass over or under or so as to interfere with any sewer drain or work under the jurisdiction or control of the vestry or any sewers or works to be made or executed by the vestry or shall or may in any way affect the sewerage or drainage of the district under their control the Company shall not commence such works until they shall have given to the vestry fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the vestry with a plan and section showing the course and inclination thereof and all other necessary particulars relating thereto and until the vestry shall have signified their approval of the same unless the vestry do not signify their approval or disapproval within fourteen days after the service of the said plan section and particulars as aforesaid Provided that if any difference shall arise as to the said works it shall be referred to an engineer to be appointed by the Board of Trade on the application of either party and the Company shall comply with and conform to all directions and regulations of such engineer in the execution of the said works and subject to such reference as aforesaid shall provide by new altered or substituted works in such manner as the vestry shall reasonably require for the proper protection of and for preventing injury

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or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the vestry respectively against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer of the vestry at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses occasioned by reason of such works of the Company shall be paid by the Company on demand and if any dispute shall arise as to the amount of such costs charges and expenses the same shall be settled by a referee to be appointed by the Board of Trade and be a debt due from the Company to the vestry and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the vestry as the sewers or works now are ;

- (2.) The Company shall make and during the construction of their works maintain to the satisfaction of the surveyor of the vestry all such temporary roadways footways bridges works and conveniences as shall be necessary for the safe and commodious ingress and egress to and from the houses on the line of the works of the Company in the said parish and for the preservation and continuance of an uninterrupted supply of gas and water to the said houses and to the roads and streets and shall make good all damage or injury done to railings vaults boundary stones posts pillars walls and other private property ;
- (3.) All tunnels arches and other works within the parish shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using the streets within the said parish but also any steam roller that the vestry may use for repairing the streets or roadways and the Company shall indemnify and make good to the vestry all costs and expenses that the vestry may incur or be put to by reason of any defect or insufficiency in strength in such tunnels arches or works or any neglect to properly and efficiently maintain the same as aforesaid or otherwise by reason of the said railways and works ;
- (4.) Whenever the Company shall break up or disturb any part of the soil or surface of any road or footway in the said parish for any of the purposes of this Act the Company shall within four months after any such road or footway shall have been broken

up as aforesaid complete and finish the works of the Company and shall make good repair and restore every such road or footway to the satisfaction of the surveyor to the vestry and shall pave with granite cubes of such size and quality as shall be approved by the said surveyor every road or footway within the said parish under which the railway shall be constructed at the part where it passes under the same and for a distance of twenty feet on each side thereof It shall be lawful to the vestry or their surveyor at all times during the construction or repair of the said works over or under any such road or footway to have access to such works and to cause any part of such road or footway to be enclosed watched and lighted in such manner as to them or him may seem necessary and the Company shall also defray the expense incurred by the vestry in maintaining and keeping in repair all such roads and footways for one year next after the same shall have been so restored as aforesaid and every expense occasioned under this sub-section or incidental thereto shall be a debt due from the Company to the vestry ;

- (5.) The Company shall make full compensation to the vestry for any damage to or subsidence of any sewer drain or work under their jurisdiction or control in or under any street road or footway in or under which any railways or works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such railways or works or at any time thereafter ;
- (6.) The Company shall not deposit any subsoil or materials anywhere within the parish so as to cause any nuisance or obstruction to any persons using the streets roads or footways within the parish ;
- (7.) Where the railway is carried on a bridge over the London and North Western Railway at the Loudoun Road Station and also over any road the bridge shall be constructed of such materials and in such manner as to deaden so far as practicable the sound of passing trains and the parapets of such bridge shall be properly and adequately screened so as to prevent fright or alarm being caused to horses or other animals driven or ridden or passing under or within sight of such bridge and in the event of any difference between the Company and the vestry with reference to any matter arising upon this sub-section it shall be referred to an engineer to be appointed by the

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Board of Trade in manner provided by sub-section (1) of this section ;

- (8.) The railway shall be constructed in tunnel or covered way between Canfield Gardens and Boundary Road excepting for a distance of one hundred and twenty-five yards where it will be carried over the London and North Western Railway and where such tunnel shall be of such a depth that buildings may be erected thereon they shall be of a class at least equal to the buildings which stood thereon when acquired by the Company and where the level of the crown of the tunnel is such as not to admit of preserving or rebuilding the houses taken the tunnel shall be covered over and the surface levelled by the Company and unless it be let to the adjoining inhabitants as garden ground it shall be turfed and maintained by the Company in a proper and suitable manner and enclosed within open railings and no land or buildings so acquired by the Company and to be turfed and maintained as aforesaid nor any railings enclosing the same shall be used or let for the purpose of exhibiting advertisements.

For the protection of streets &c. in the parish of St. Marylebone.

47. For the protection of the parish of St. Marylebone the following provisions shall take effect (that is to say):—

- (1.) The Company shall in constructing the new Road No. 7 connect the same with Sherborne Street and the western end of Broadley Terrace and the western end of the north side of Blandford Square ;
- (2.) At the junction of Boston Street and Boston Place in the parish of St. Marylebone the Company shall construct steps so as to enable persons to pass on foot from the said Boston Street and Boston Place to the new Road No. 6 ;
- (3.) The flags paving-stones and other materials in any road or street in the said parish which shall be stopped up or diverted or interfered with by the Company in the execution of the works by this Act authorised shall remain and be the property of the vestry ;
- (4.) The Company shall not break up or disturb any road or highway footpath or place under the control of the vestry of the said parish other than those authorised to be stopped up under this Act unless at least seven days' previous notice in writing of their intention so to do specifying the road highway footpath or place intended to be broken up or disturbed be given to the surveyor of such vestry or left for him at the offices of the said vestry and when the Company shall break up or disturb any such road highway footpath or place they shall so soon as the

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works affecting it are completed restore the road highway footpath or place to as good a condition as it was when it was broken up or disturbed under the superintendence and to the reasonable satisfaction of the surveyor of the vestry and the Company shall keep the same in repair for twelve months thereafter and if the Company fail to restore the road highway footpath or place within the prescribed twelve months the vestry may restore the road highway footpath or place and recover the expense of such restoration from the Company ;

- (5.) The Company shall to the reasonable satisfaction of the surveyor of the vestry restore all sewers drains and pipes in the roads highways and public places which shall be broken up destroyed or damaged in the execution of the works by this Act authorised or provide instead other proper and sufficient sewers drains and pipes ;
- (6.) The Company shall from time to time maintain pave repair and cleanse and light the new roads and diversions of roads over any part of their railway or works by this Act authorised to be made in the parish of St. Marylebone to the reasonable satisfaction of the vestry of the said parish ;
- (7.) Any difference which may arise between the vestry and the Company or their respective engineers under the provisions of this section shall (unless otherwise agreed) be referred to the decision of an arbitrator to be appointed on the application of either party by the President for the time being of the Institute of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

48. So far as relates to all property acquired by the Company in the parishes of Marylebone and St. John Hampstead section 133 of the Lands Clauses Consolidation Act 1845 shall be read as if the words "general district or other local rate" were included therein.

Section 133 of Lands Clauses Consolidation Act 1845 to include general district and other rates.

49. The Company and the Great Western Company and the Metropolitan Company may from time to time make and carry into effect agreements with respect to the user by the Company of the joint station at Aylesbury of the said other companies the accommodation services and facilities therein to be afforded to the Company and any other matter or matters relating or incident to the user of the said station by the Company.

Power to make agreements as to Aylesbury station of Great Western and Metropolitan Railway Companies.

50. Nothing in this Act contained shall alter prejudice or affect the agreement made and entered into the sixth day of December one thousand eight hundred and sixty-six between the Wycombe Railway

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Power to purchase lands of the Clergy Orphan Corporation.

51. The Company may and shall purchase certain lands and property in the parish of St. Marylebone and county of London adjoining the ground belonging to the Marylebone Cricket Club and belonging or reputed to belong to the corporation known as “ The “ Governors of the Society for Clothing Maintaining and Educating “ Poor Orphans of Clergymen of the Established Church in that part “ of the United Kingdom of Great Britain called England until of “ age to be put apprentice ” incorporated by the Act 49 George III. cap. xviii. herein-after called “ the corporation ” and the corporation may and shall sell the said lands and property which are shown on the deposited plans for the sum of forty thousand pounds being the price agreed on between the Company and the corporation and the Company may convey the same or so much thereof as may not be required for the purposes of the undertaking of the Company to the trustees of the Marylebone Cricket Club in exchange for a certain portion of land belonging or reputed to belong to that club or such rights in over or through the same as may be required for the purposes of the railway.

The purchase by the Company shall be evidenced by a duly stamped deed of conveyance which shall be produced to the Commissioners of Inland Revenue within three months after the completion of the purchase and in default of production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of the purchase shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

For the protection of the trustees of the Marylebone Cricket Club.

52. For the protection of the trustees of the Marylebone Cricket Club (herein-after referred to as “ the club ”) the following provisions shall have effect (that is to say) :—

(1.) The Company before entering upon taking using or otherwise interfering with either temporarily or permanently any lands or property of the club shall—

(A.) Convey to the club for an estate of fee simple in possession free from incumbrances the land coloured blue on a plan signed by Sir Theodore Martin K.C.B. on behalf of the Company and by Samuel Bircham on behalf of the club ;

(B.) Clear the said land coloured blue of all buildings and other erections and relay the whole of the same with best turf on soil spread to a depth of eighteen inches in manner fit for and adapted to the purposes of the club to the reasonable satisfaction of the engineer of the club and shall maintain

the same and make good any subsidence for a period of twelve months from the date of completion of such relaying as certified by the said engineer and to the like satisfaction Provided that the Company shall not be called upon to maintain any defects in the surface or turf due merely to the use thereof by the club for cricket or lawn tennis practice purposes ;

- (2.) The club shall concurrently with the conveyance above mentioned convey to the Company for an estate of fee simple in possession free from incumbrances the strip of land coloured red on the said plan being a strip not exceeding one hundred and twenty-four feet in width measured from the existing eastern boundary of the club's land adjoining and alongside the Wellington Road ;
- (3.) The Company shall before entering upon any portion of the land coloured red cut open and re-cover or tunnel under the whole of the land coloured striped red on the said plan for its entire width being a strip not exceeding one hundred and twenty-four feet in width measured from the western side of the said Wellington Road and shall prepare the same in manner provided in sub-section (B) of paragraph one of this section for use by the club and to the like satisfaction as provided in that sub-section and maintain the same in similar manner subject to the proviso in that sub-section mentioned ;
- (4.) The Company shall before commencing any works on or through the land coloured red and striped red or in any way interfering with the surface thereof erect a substantial temporary fence along and on the eastern boundary of the lands coloured red and striped red such fence to be not less than eight feet in height to protect the land belonging to and to be conveyed to the club from any inconvenience which may arise by reason of the construction of the Company's works in through or on the lands coloured red and striped red and shall maintain the same or any part thereof until the removal of the whole or any part thereof at the request of the club ;
- (5.) The Company shall complete the works in the whole of the land coloured red for its entire width between the months of September in one year and April in the following year and shall prepare and maintain such land for use by the club in the manner and subject to the like conditions in all respects as provided in sub-section (B) of paragraph one of this section and in the event of the works not being completely finished and the surface relaid as so provided by the thirtieth day of April

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following the commencement of the work shall unless the club otherwise agree pay to the club the sum of five pounds for every day or part of a day after that day until completion by way of liquidated damages;

- (6.) The Company if they remove or render unfit for the use by the club any erections or buildings on the land coloured red on the said plan shall reinstate the same either on the same site or on such other part of the property of the club as the club may direct and shall maintain the same for a period of twelve months after re-erection thereof or if not removed from their present site after completion of the Company's works thereunder;
- (7.) The Company shall grant to the club a lease of the lands coloured red and striped red on the said plan for a period of ninety-nine years at an annual rent of two hundred pounds. The said lease shall contain a condition that the land leased shall be used only for the purposes of the club and not sub-let or used by the club for building or other purposes and that the club shall have power to surrender the same at any time on giving a notice of not less than one year to the Company. Provided that the club shall not be called upon to pay any portion of the said rent of two hundred pounds notwithstanding they shall be in occupation of the said land coloured striped red until the works be completed in or through the said land coloured red and the occupation thereof given to the club;
- (8.) The Company shall concurrently with the completion of the works in and through the land coloured red construct and completely finish a covered way between the St. John's Wood station on the Metropolitan Railway and the south-east corner of the land coloured striped red on the said plan and the entrance to and exit from such covered way at the end in the club ground shall be under the absolute control of the club and the entrance to and exit from such covered way from and to the Metropolitan Railway shall be under the absolute control of the Metropolitan Company;
- (9.) Any difference arising between the Company and the club respecting any of the works which in this section are required to be executed to the reasonable satisfaction of the engineer of the club shall be settled at the request of either party by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers the costs of any such inquiry to be paid by the Company.

53. In constructing the Railway No. 8 (in this section referred to as "the railway") through the lands and property of the Commissioners of Baths and Washhouses in the parish of St. John Hampstead (in this section called "the commissioners") the following provisions for the protection of the commissioners shall apply to and be obligatory upon the Company (that is to say):—

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—
For the protection of the Commissioners of Baths and Washhouses for the parish of St. John Hampstead.

- (1.) The Company shall not in constructing the railway deviate the centre line thereof as shown on the deposited plans to the westward of that line neither shall they raise the level of the railway more than four feet above the level shown on the deposited sections nor shall the outer surface of the tunnel extend more than thirty-seven feet six inches in a westerly direction from the said centre line as shown on the deposited plans;
- (2.) The railway shall be constructed according to plans sections and specifications to be previously agreed upon between the engineer of the Company and the commissioners or failing agreement as may be settled and determined in manner hereinafter provided;
- (3.) The commissioners shall at their own cost on receiving one month's previous notice in writing from the Company within three months from the receipt of such notice take down and remove to the level of the basement floor thereof all the buildings on the site shown by the colour blue on a plan signed in duplicate by Charles Liddell on behalf of the Company and by Messieurs Spalding and Cross architects on behalf of the commissioners and shall deliver to the Company possession of the said site cleared of all buildings and building materials above the said level and the Company shall when possession of such site as been so delivered forthwith commence the construction of the said railway and complete the same with all due despatch within eight months from possession being so delivered. If the Company shall make default in carrying out the provisions of this sub-section they shall forfeit and pay to the commissioners the sum of five pounds as liquidated damages for each day beyond the said period of eight months during which such default shall continue and such liquidated damages shall be a debt due from the Company to the commissioners;
- (4.) The Company shall during the construction of their works provide and maintain all necessary and proper temporary works and conveniences for giving access to the adjoining baths and premises of the commissioners and also during such construction provide a temporary laundry with all necessary fittings and

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appliances and all such pipes and works for maintaining the water supply to the said adjoining baths as the engineer for the time being of the commissioners shall reasonably require and shall also reinstate the existing pipes valves joints and similar works removed in the course of demolition ;

- (5.) Notwithstanding anything in this Act contained the Company shall during a period of seven years from the opening of the railway for traffic be responsible for and make good to the commissioners all costs losses damages and expenses which may be occasioned to the commissioners or their lands and buildings or to any new buildings to be erected over the railway or to the adjoining baths and premises in consequence of any damage or injury arising from settlement or vibration by reason of the construction maintenance or working of the railway or of any act or default of the Company or their contractors or their respective servants or workmen ;
- (6.) The Company shall not make and maintain any opening or ventilator in their railway between the points where it will cross Goldhurst Terrace and Fairfax Road respectively ;
- (7.) With respect to the lands and property of the commissioners which the Company are by this Act authorised to take use enter upon or interfere with the Company shall not purchase or take the same but they may purchase and take and the commissioners may and shall sell and grant accordingly a perpetual easement or right of using and maintaining the same for the purpose for which but for this enactment the Company might purchase and take the same ;
- (8.) Before or at the time of serving the notice mentioned in sub-section (3) of this section the Company shall pay to the commissioners such a sum as has been or may hereafter be agreed upon or fixed by arbitration by way of compensation and as the price of the perpetual easement or subway leave under the said lands not less than seventy feet in width and upon such payment the said easement or subway leave shall be conveyed to the Company on the terms herein-before expressed ;
- (9.) If any question or difference shall at any time arise between the Company and the commissioners touching any plans sections or specifications prepared by the Company for the construction of any of the works herein-before provided or as to the reasonableness or sufficiency of such plans or as to any costs losses damages or injuries sustained by the commissioners or the amount to be paid to them under the provisions of the fifth sub-section of this section or as to any temporary works to

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be provided by the Company during the construction of their works the same shall be settled and determined by the engineers of the Company and the commissioners or failing agreement by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either party and the decision of such last-named engineer shall be final and conclusive and the cost of the arbitration and of the award shall be in the discretion of such engineer.

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54. The Company shall not interfere with either of the roads in the parish of St. John Hampstead called Canfield Gardens and Greencroft Gardens until they shall have first constructed proper temporary roads by the side of the said roads respectively.

For the protection of
Sir Spencer
Maryon
Maryon
Wilson
Baronet.

They shall so construct all permanent bridges for carrying the said roads over the said railway that the finished surfaces of the roads and the footways to the said bridges shall be at the same levels as those of the present roads and footways respectively and the temporary and permanent bridges to be so constructed as aforesaid shall be of the full width of the present roads respectively exclusive of the parapets. The gradients of the temporary bridges during the construction of the permanent bridges are to be as easy as can reasonably be provided.

55. The Company shall execute the works by this Act authorised so far as the same affect any main roads in the county of Middlesex as defined by the Highways and Locomotives (Amendment) Act 1878 or any highway in the said county and so far as any such works affect any bridge to be erected in the said county for carrying a highway over the railways or the approaches thereto or any such bridge to be erected for carrying the railway over a highway subject to the following conditions (namely) :—

For the protection of the
roads in the
county of
Middlesex.

(A.) The Company shall not commence nor execute any works as aforesaid until they have first delivered to the surveyor of Middlesex County Bridges plans drawings and specifications of the works intended to be executed nor until the same plans drawings and specifications shall have been examined and approved of by the said surveyor by writing under his hand. Provided always that if the said surveyor shall fail to approve of the works for one month after the plans drawings and specifications thereof shall have been delivered to him then the Company shall not execute nor commence any such works as aforesaid unless and until plans drawings and specifications thereof shall have been examined and approved of by an engineer to be appointed by the Board of Trade on the application of the Company ;

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(B.) The Company shall execute all such works as aforesaid at their sole expense and under the superintendence and to the reasonable satisfaction of the said surveyor of Middlesex County Bridges whose reasonable charges incident to the approval of the said plans drawings and specifications and to the superintendence of the works shall be paid by the Company and the Company shall at the like expense subsequently maintain the same and all necessary works connected therewith in good substantial condition and to the reasonable satisfaction of the said surveyor.

For the protection of the Willesden Local Board.

56. Whereas the railway is intended to pass under and over and to interfere with certain public highways and public carriage roads and footpaths in the parish of Willesden under the jurisdiction of the Willesden Local Board (in this section called "the local board") and also to interfere with certain existing sewers belonging to the local board the following provisions shall have effect with respect to such public highways and public carriage roads footpaths and sewers and the works required to be executed by the same shall be done at the expense of the Company in all things (that is to say):—

(1.) Nothing in this Act contained shall in any manner authorise or empower the Company to alter or interfere with the road numbered 4 on the deposited plans and known as Station Road or any of the adjacent roads thereto so as to reduce such roads to a less clear width than fifty feet and the levels or gradients of such roads shall in no manner be altered or affected by the railway The road called Walm Lane and numbered 14 on the deposited plans shall not be interfered with or altered in any manner whatever by the Company ;

(2.) The public footpath numbered 16 on the deposited plans shall not be stopped up but in the event of its being necessary for the Company to interfere with such footpath the same shall be diverted by the Company so far as the same shall be so interfered with along the north side of the land which the Company shall acquire there and adjoining the Company's boundary but the same may be diverted otherwise if the Company the local board and the Ecclesiastical Commissioners for England shall agree and such diverted footpath shall be not less than six feet in width and shall be made up drained gravelled and completed by the Company in all respects to the satisfaction of the surveyor of the local board ;

(3.) Nothing in this Act contained shall authorise or empower the Company to stop up the public highway numbered 25 on the deposited plans and known as Exeter Road but in the event of

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its being necessary for the Company to take any portion of such road the same shall be diverted and altered in such manner in such a line and with such gradients and levels as the surveyor to the local board shall in all respects approve and such diverted road shall be of not less width than the existing road and shall also be made up sewered kerbed paved channelled and lighted and completed in every respect to the satisfaction of the surveyor of the local board and during any alterations which may be necessary for carrying such works into execution such roads shall not be closed for traffic but kept open free to the public ;

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- (4.) Nothing in this Act contained shall authorise or empower the Company to alter interfere with or obstruct the public highways called Christ Church Road and Edgware Road numbered respectively on the deposited plans 36 and 37 and the bridge for carrying the railway over those roads shall be constructed so as to give a clear headway for the entire width of each of such roads from the surface of the ground of not less than the maximum height of the existing bridge and such bridge or bridges shall be a girder bridge or girder bridges and shall have no columns or other supports resting on either of the said roads and footpaths such bridge shall be provided with a sufficient number of lamps for lighting the road under the same to the reasonable satisfaction of the surveyor of the local board ;
- (5.) All bridges to be erected over any of the public carriage ways highways footways and footpaths within the jurisdiction of the local board shall be constructed of the best materials and the foundations of the piers of the bridges shall be built so as not to be injurious to the sewers and drains of the local board and the bridges shall be so constructed that water shall not run through any of them upon the said roads highways or footways respectively and all buildings and works to be constructed under the powers of this Act within the jurisdiction of the local board shall be so constructed as to deaden as far as practicable the sound of engines carriages and traffic passing over them and all parapets and screens of bridges carrying streets and roads over the railway shall be constructed in such ornamental manner as the local board shall reasonably approve and shall not be used for the posting of bills or other advertising purposes ;
- (6.) The Company shall to the reasonable satisfaction of the surveyor to the local board restore all sewers drains water pipes gullies and other works incidental thereto in the roads highways and public places which shall be broken up destroyed or damaged in the execution of the works by this Act authorised

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or provide in lieu thereof other proper and sufficient sewers drains pipes and gullies ;

- (7.) The Company shall not during the progress of the works shut up or in any way impede the traffic along more than one-half of the width of any of the said roads within the district of the local board and where the surface of any street or road has been disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the local board restore the surface so disturbed and shall keep the same in sufficient repair for one year after such restoration ;
- (8.) The Company shall be liable to pay and shall pay to the local board any damages penalties costs charges or expenses which the local board may legally be liable to pay or shall have so paid in respect of any loss or damage consequent upon or arising from the execution by the Company of any works under the authority of this Act whether such injury or loss occurs during or after the construction or in the maintenance alteration or repairing of such works or in or by the enjoyment or user thereof and all moneys to be paid by the local board on account of any such damages penalties costs charges or expenses shall be repaid to the local board by the Company on demand or in default thereof may be recovered by the local board from the Company in a summary manner before the justices of the peace in petty sessions assembled ;
- (9.) Where any of the works to be done under and by virtue of this Act shall or may pass over or under or by the side of or so as to interfere with any sewer drain water pipe watercourse gas pipe hydrants defence or work under the jurisdiction or control of the local board or shall or may in any way prejudicially affect the sewerage or drainage of the district under their control or the outfalls of their drainage the Company shall not commence any such works until they have given to the local board fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the office of the local board for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and the local board shall have signified their approval of the same unless the board do not signify their approval or disapproval within fourteen days after service or delivery of the plans sections and particulars as aforesaid and the Company shall comply with and conform to all reasonable

directions and regulations of the local board in the execution of the said works and shall provide by new altered or substituted works for the protection of and preventing injury or impediment to the sewers drains watercourses outfalls and works herein-before referred to by or by reason of the said works or any part thereof and shall save harmless and keep indemnified the local board against all and every the expenses to be occasioned thereby and all such works shall be done under the superintendence and to the reasonable satisfaction of the engineer or surveyor for the time being of the local board at the costs charges and expenses in all respects of the Company and all costs and expenses which the local board may be put to by reason of the works of the Company and whether in the execution of the works of the Company or in the superintendence thereof or otherwise shall be paid to the local board by the Company on demand and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be fully and completely under the jurisdiction and control of the local board as any sewers or works now are or hereafter may be except only as is by this Act expressly provided ;

(10.) The Company shall construct all bridges approaches and roads within the district of the local board to the reasonable satisfaction in all respects of the surveyor to the local board and any bridges for carrying any of the roads over the railway shall be of not less width than forty feet and shall be properly paved kerbed and channelled to the reasonable satisfaction of the surveyor of the local board ;

(11.) If by the certificate of the surveyor of the local board it appears that any of the public highways repairable by the inhabitants at large have been injured or any extra expense has been incurred by the local board for repair of such highways by reason of the extraordinary traffic in the making or construction of the railway then the Company shall pay on demand to the local board such costs charges and expenses as may be certified by such surveyor or if the amount thereof be disputed then such sum as may be awarded under the provision for arbitration herein-after contained and in case of default of payment thereof the same may be recovered by the local board in a summary manner before the justices of the peace in petty sessions assembled together with all costs charges and expenses of and incidental to the same ;

(12.) The Company and the local board may agree in writing for the alteration of any of the provisions of this section except as

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regards the footpath No. 16 the provision as to which shall not be altered unless with the assent of the Ecclesiastical Commissioners for England ;

(13.) In case of any difference or dispute arising between the surveyor of the local board and the engineer of the Company touching or concerning the true intent and meaning of this section or the construction or carrying into effect of any of the works matters or things to be done or performed by the Company in pursuance thereof the same shall be referred to and settled by an engineer or other fit person to be agreed on between the parties or in default of agreement to be nominated as referee by the Board of Trade on the application of either party and the expense of the reference shall be borne and paid as the said referee may direct.

For the protection of the East London Waterworks Company.

57.—(1.) Before commencing any works by this Act authorised in along or under any street road bridge or other place in along or under which any mains pipes services or other works (in this section referred to as “water apparatus”) belonging to the East London Waterworks Company (in this section called “the Water Company”) may be placed and whether they contemplate altering the position of any such water apparatus or not the Company shall deliver to the Water Company at least fourteen days before commencement of such works a plan and section of the proposed works and description of the mode of executing the same for the approval of the engineer for the time being of the Water Company (in this section called “the water engineer”) and if the water engineer neglect to signify his approval of or objection to the said plans and sections or mode of executing the said works within such fourteen days the Company may proceed to carry out the works in accordance with such plans sections and description. If it should appear to the water engineer that such works would endanger any of their water apparatus or interfere with or impede the supply of water the Water Company may give notice to the Company to lower or otherwise alter or divert the position of such water apparatus or to support same or to substitute temporarily or otherwise other water apparatus in such manner as may be considered necessary and to lay under any such apparatus cement concrete or other like substance and any difference as to the necessity of such lowering alteration diversion support or substitution laying or placing concrete or other substance (which are in this section referred to as “protective works”) shall be settled by arbitration as herein-after provided. Provided always that in case of any diversion of the water apparatus of the Company the diverted apparatus shall be completed to the satisfaction of the water engineer before the existing water apparatus is in any way interfered with. All such

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protective works shall be done and executed by and at the expense of the Company but to the satisfaction and under the direction of and in such manner as shall be reasonably required by the water engineer. And if the Water Company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works so require the Water Company may on expiration of the first-mentioned notice by their own engineer or workmen do or execute the protective works agreed or decided to be necessary and the Company shall on the completion thereof pay to the Water Company the reasonable expenses incurred by them in the execution thereof.

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(2.) The Company shall bear the reasonable expenses of and incident to the superintendence and watching by the Water Company or their engineer or officers of all or any of the works by this Act authorised by which any water apparatus of the Water Company may be interfered with during the progress and until the completion of such works.

(3.) If any interruption whatsoever in the supply of water by the Water Company shall be occasioned by the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any of them the Company shall forfeit and pay to the Water Company for the use and benefit of the Water Company the sum of twenty pounds for every hour during which such interruption shall continue and such sum may be recovered by the Water Company in any court of competent jurisdiction.

(4.) The expense of all repairs or renewals of any water apparatus of the Water Company or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or the defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any of them or rendered necessary by reason of any subsidence resulting from the works of the Company whether during construction of the railway and works or at any time thereafter shall be borne and paid by the Company and may be recovered against them by the Water Company in any court of competent jurisdiction.

(5.) The Water Company and their engineer and workmen may at all reasonable times when necessary enter upon the railway and works by this Act authorised where there are any water apparatus of the Water Company and may do all such works in or upon the same as are necessary for the purpose of repairing laying and maintaining removing replacing or extending such water apparatus and in every case in which the works of the Company shall interfere with the water apparatus of the Water Company the Company shall give every

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(6.) Any difference arising with respect to any matter under this Act between the Company and the Water Company or their respective engineers shall unless otherwise agreed be referred to and determined by a person to be appointed on the application of either party by the President for the time of the Institution of Civil Engineers and the costs and expenses of the reference shall be borne and paid as the person so agreed upon or appointed shall direct.

For protection of the West Middlesex Waterworks Company.

58. For the protection of the company of proprietors of the West Middlesex Waterworks (in this section called "the West Middlesex Water Company") the following provisions shall have effect unless otherwise agreed between the West Middlesex Water Company and the Company (that is to say):—

(1.) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes or other works (in this section called "water apparatus") of the West Middlesex Water Company are situate the Company shall from time to time deliver to that company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and description shall be delivered to the West Middlesex Water Company at least fourteen days before the commencement of any such work if it should appear to the West Middlesex Water Company that such works or their proximity will interfere with or endanger any of their water apparatus or impede the supply of water they may give notice to the Company to lower or otherwise alter or divert the position of such water apparatus or to support the same or the soil surrounding the same or any excavation made by the Company either from below or laterally or to substitute temporarily or otherwise other water apparatus in such manner as may be considered necessary by the West Middlesex Water Company and to lay or place under or against or at the side of any water apparatus cement concrete or other like substance but wherever it may be necessary for such support as aforesaid to use any timber such timber shall not be drawn until such cement concrete shall in the opinion of the engineer of the West Middlesex Water Company be thoroughly set and any difference as to the necessity of such lowering alteration diversion support substitution

laying or placing cement concrete or other like substance shall be settled as herein-after provided and all such works shall be done and executed by and at the expense of the Company but to the satisfaction and under the superintendence of the engineer of the West Middlesex Water Company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company. If the West Middlesex Water Company so require by notice in writing to the Company within seven days after the receipt by them of the notice of the intended commencement by the Company of any such works they may by their own engineer or workmen do and execute such works so far as they interfere with or affect such water apparatus and the Company shall on the completion thereof pay to the West Middlesex Water Company the reasonable expenses incurred by them in the execution thereof and which may be recovered against the Company in any court of competent jurisdiction. Provided always that in case of any lowering alteration or diversion of the water apparatus of the West Middlesex Water Company the lowered altered or diverted apparatus must be completed to the satisfaction of the engineer of the West Middlesex Water Company before the existing apparatus is in any way interfered with. Provided also that under no circumstances shall the Company be at liberty to excavate or remove any material from under the apparatus of the West Middlesex Water Company until the water apparatus shall have been first stripped and supported in such manner as the engineer of the West Middlesex Water Company shall approve ;

(2.) In the event of such plans sections and description so delivered to the West Middlesex Water Company as aforesaid not being objected to within fourteen days the said works shall be executed in strict accordance therewith ;

(3.) The West Middlesex Water Company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any of their water apparatus will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the West Middlesex Water Company to be recovered against the Company in any court of competent jurisdiction ;

(4.) If any interruption in the supply of water through the mains of the West Middlesex Water Company shall without the written authority of that company be in any way occasioned by the Company or by the act or acts of any of their contractors

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agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the West Middlesex Water Company for their use and benefit a sum of ten pounds for every hour during which such interruption shall continue and such sum may be recovered against the Company as liquidated damages in any court of competent jurisdiction ;

- (5.) The expense of all repairs or renewals of any apparatus of the West Middlesex Water Company or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the railways and works or at any time thereafter shall be borne and paid by the Company and may be recovered against the Company by the West Middlesex Water Company as the case may be in any court of competent jurisdiction ;
- (6.) The West Middlesex Water Company and the engineers workmen and others in their respective employ may at all times when it may be necessary enter upon the lands works and premises of the Company at any point or place where there are existing any water apparatus of the West Middlesex Water Company and they may do all such works in and upon such lands and premises as may be necessary for repairing maintaining removing replacing or extending such apparatus under or over the same lands and premises and the West Middlesex Water Company shall not be liable to pay to the Company any compensation for injury done to the works of the Company by the proper and workmanlike execution of such works as aforesaid or for loss of traffic occasioned thereby or for the reasonable exercise of the powers vested in them ;
- (7.) Before the Company under the provisions of this Act stop up or discontinue or appropriate to the purposes of their undertaking any street or place in which any main or pipe of the West Middlesex Water Company shall be laid they shall to the satisfaction of the engineer for the time being of the West Middlesex Water Company take up and deliver to that company at their Barrow Hill Works all the mains pipes and water apparatus belonging to that company which shall be laid in any such street or place and the Company shall also pay to the West Middlesex Water Company their reasonable charges

of removing or altering any of the apparatus in immediate communication therewith which the works of the Company shall render useless or which may require to be altered; A.D. 1893.

(8.) The Company shall make compensation to the West Middlesex Water Company for all loss or damage if any which may be occasioned to that company by the exercise of the powers conferred by this Act or any of them;

(9.) If any difference shall arise with respect to any matter under this section between the Company and the West Middlesex Water Company or their respective engineers or concerning any plans sections or descriptions to be delivered to the West Middlesex Water Company the matter in difference shall be referred to and settled by an arbitrator to be appointed on the application of either party by the Board of Trade and the costs of such arbitration shall be borne and paid as the arbitrator shall direct.

59.—(1.) Before commencing any works by this Act authorised in along or under any street road bridge or other place in along or under which any mains pipes wires electric lines or other works (in this section referred to as "electric apparatus") belonging to the Metropolitan Electric Supply Company Limited (in this section called "the Electric Company") may be placed and whether they contemplate altering the position of any such electric apparatus or not the Company shall deliver to the Electric Company at least fourteen days before commencement of such works a plan and section of the proposed works and description of the mode of executing the same for the approval of the engineer for the time being of the Electric Company (in this section called "the electric engineer") and if the electric engineer neglect to signify his approval of or objection to the said plans and sections or mode of executing the said works within such fourteen days the Company may proceed to carry out the works in accordance with such plans sections and description. If it should appear to the electric engineer that such works would endanger any of their electric apparatus or interfere with or impede the supply of electricity the Electric Company may give notice to the Company to lower or otherwise alter or divert the position of such electric apparatus or to support same or to substitute temporarily or otherwise other electric apparatus in such manner as may be considered necessary and to lay under any such apparatus cement concrete or other like substance and any difference as to the necessity of such lowering alteration diversion support or substitution laying or placing concrete or other substance (which are in this section referred to as "protective works")

For the protection of the Metropolitan Electric Supply Company Limited.

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A.D. 1893. shall be settled by arbitration as herein-after provided Provided always that in case of any diversion of the electric apparatus of the Company the diverted apparatus shall be completed to the satisfaction of the electric engineer before the existing electric apparatus is in any way interfered with All such protective works shall be done and executed by and at the expense of the Company but to the satisfaction and under the direction of and in such manner as shall be reasonably required by the electric engineer And if the Electric Company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works so require the Electric Company may on expiration of the first-mentioned notice by their own engineer or workmen do or execute the protective works agreed or decided to be necessary and the Company shall on the completion thereof pay to the Electric Company the reasonable expenses incurred by them in the execution thereof.

(2.) The Company shall bear the reasonable expenses of and incident to the superintendence and watching by the Electric Company or their engineer or officers of all or any of the works by this Act authorised by which any electric apparatus of the Electric Company may be interfered with during the progress and until the completion of such works.

(3.) If any interruption whatsoever in the supply of electricity by the Electric Company shall be occasioned by the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any of them the Company shall forfeit and pay to the Electric Company for the use and benefit of the Electric Company the sum of ten pounds for every hour during which such interruption shall continue and such sum may be recovered by the Electric Company in any court of competent jurisdiction.

(4.) The expense of all repairs or renewals of any electric apparatus of the Electric Company or any works in connexion therewith which may at any time hereafter be rendered necessary by the acts or the defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any of them or rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the railway and works or at any time thereafter shall be borne and paid by the Company and may be recovered against them by the Electric Company in any court of competent jurisdiction.

(5.) The Electric Company and their engineer and workmen may at all reasonable times and after due and proper notice given

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when necessary enter upon the railway and works by this Act authorised where there are any electric apparatus of the Electric Company and may under the superintendence of the Company's engineer do all such works in or upon the same as are necessary for the purpose of repairing laying and maintaining removing replacing or extending such electric apparatus and in any case in which the works of the Company shall interfere with the electric apparatus of the Electric Company the Company shall give every reasonable facility for provision being made so as to allow such electric apparatus to be replaced by electric apparatus of a larger size Provided always that the Electric Company shall in the exercise of the powers in this sub-section mentioned do as little damage as possible to the railway and works and shall bear the entire cost of whatever may be required for repairing such damage.

(6.) Any difference arising with respect to any matter under this Act between the Company and the Electric Company or their respective engineers shall unless otherwise agreed be referred to and determined 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 and expenses of the reference shall be borne and paid as the person so agreed upon or appointed shall direct.

60. Whereas it is intended to carry Railways Nos. 8 and 11 over the Regent's Canal (in this section called "the canal") in the parish of St. Marylebone in the county of London by means of a bridge or bridges and to take and use land adjoining the canal the following provisions (unless otherwise agreed between the Company and the North Metropolitan Railway and Canal Company in this section called "the Canal Company") shall have effect for the protection of the Canal Company (that is to say):—

For the protection of the North Metropolitan Railway and Canal Company.

(1.) Nothing in this Act contained except as herein-after expressed shall take away lessen prejudice alter or affect any of the estates rights interests powers and privileges vested in the Canal Company and the Company shall not without the previous consent of the Canal Company in writing under their common seal alter the line or level of the canal or of the towing-path thereof or of the railway authorised to be constructed by the Regent's Canal City and Docks Railway Act 1882 (and herein-after called "the authorised railway") or of any part or parts thereof respectively or obstruct or impede the navigation of the canal or any part thereof or divert intercept take or diminish any of the waters in the canal or which may be taken for the use of or which supply the canal or damage

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injure or interfere with the said authorised railway or any of the works of the canal or diminish or alter the width of the waterway or towing-path thereof or of the said authorised railway or take or use (except for the limited purpose hereinafter mentioned) any part of the canal or of the towing-path or of the said authorised railway or of the locks lay-byes wharves or land belonging to or in which the Canal Company is interested and the Company shall not without such consent as aforesaid (except as hereinafter provided) make any deviation from the level of their railway as delineated on the deposited plans and sections so as to diminish the headway of the canal and towing-path and of the said authorised railway under the railway of the Company and nothing herein contained shall compel the Canal Company to convey or assign to the Company any part of the canal or works on any land belonging to or leased to or in which the Canal Company is interested over which the said railway and the works connected therewith are intended to pass but the same shall remain vested in the Canal Company and the Canal Company shall grant to the Company an easement of right to construct and maintain the said bridge and works hereby authorised over the canal works and lands of the Canal Company or in which they are interested without further consideration than the observance and performance by the Company of the obligation herein contained;

(2.) For the purpose of carrying the said railway over the canal and authorised railway of the Canal Company the Company shall construct and make the said bridge or bridges with two openings the one to be of a clear width of forty-nine feet on the square for the waterway and towing-path and the other of twenty-six feet on the square with a pier four feet thick between the said openings for the passage thereunder of the authorised railway of the Canal Company Provided that the abutments and piers shall be built in such position as the engineer of the Canal Company may decide but subject always to their being built in such a position as will not render necessary the alteration of the abutments of the Metropolitan Railway Company's bridge over the canal;

(3.) The said bridge or bridges piers and abutments shall be constructed and made of brick stone iron or timber or of all or any of those materials over the canal and towing-path and authorised railway and such bridge or bridges shall be of a length not exceeding in the whole three hundred feet along the canal The before-mentioned works shall be carried on and

completed so and in such manner that no obstruction shall be caused to the boats or barges navigating the canal or the horses towing the same or to the authorised railway or any persons employed on or using the same and the Company shall during the progress of constructing the said bridge or bridges and works connected therewith and of any necessary repairs thereof at all times leave an open and uninterrupted navigable waterway in the canal of not less than thirty feet in width and six feet depth of water with eight feet for the towing-path and ten feet headway ;

- (4.) The bridge or bridges and all works situate on or affecting the property of the Canal Company shall be commenced carried on and completed to the satisfaction and under the superintendence of that company's engineer and shall be maintained by the Company in good and substantial and water-tight condition and repair to the like satisfaction and under the like superintendence and all such works whether of construction maintenance or repair shall be made and done in accordance with plans and specifications to be in every case before the commencement of the works submitted for his approval to and approved by the Canal Company's engineer in writing and if and whenever during the progress of any of the works or repairs any damage or injury is occasioned to the canal or towing-path or the works thereof the Company shall under the superintendence and to the reasonable satisfaction of the Canal Company's engineer restore the same to the same state and condition as before the happening of the damage or injury ;
- (5.) If at any time any loss leakage or waste of water or any obstruction or interruption of the navigation of the canal or of the towing-path shall occur and be occasioned by the works hereby authorised or by the repairing of or by any defect or want of repair of the same or by reason of any act neglect or omission of the Company and notice thereof is given in writing to the Company or their secretary and the Company do not within seven days after the notice or forthwith if the nature of the case so requires prevent such loss leakage or waste of water or remedy the obstruction or interruption to the reasonable satisfaction of the Canal Company's engineer the Canal Company may do so in their stead and the Company shall on demand pay the Canal Company all costs and expenses they may have been put to in so doing and the Company shall also pay to the Canal Company by way of liquidated damages the sum of ten pounds for every nine thousand cubic feet of water which is so lost leaks

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- or wastes as aforesaid and the Company shall also pay as liquidated damages to the Canal Company twenty pounds for every hour during which such obstruction or interruption of the canal navigation continues;
- (6.) The Company shall for the purpose of forming a lay-bye construct along the south-eastern side of the canal a waterway wall extending from the western side of the bridge carrying the said railway over the canal to the Grove Road bridge in a westerly direction and the face of such wall shall be seventy-five feet to the southward of the centre line of the said Railway No. 1 authorised by the Regent's Canal City and Docks Railway Act 1882 as shown on the plans deposited for and referred to in that Act Such wall shall be carried down to a depth of not less than eight feet below the level of the top surface of the present weir of the Hampstead Road Lock The Company shall excavate the ground between the said wall and the canal to such depth as may be reasonably approved by the engineer of the Canal Company and shall construct and complete such waterway wall and excavation according to the said plan and to the satisfaction of the said engineer and on the completion thereof the same shall be vested in the Canal Company as part of their canal works but subject always to the free use of the Company for the interchange of traffic between their railway and the canal ;
- (7.) The Canal Company their agents servants and workmen shall at all times be entitled to enter upon occupy and use the land and premises of the Company adjoining the said waterway wall for the purpose of executing at their own expense all necessary repairs to the said wall and the puddling thereof ;
- (8.) The Company shall construct and for ever keep in repair lines of rails running along and within twenty-five feet of the said lay-bye and connected with the main lines of the proposed railway for the purpose of the interchange of traffic ;
- (9.) The said lay-bye and bridge except the superstructure thereof and all works on or affecting the land and property of the Canal Company shall be completed within eighteen months from the day on which the same or any part of them are commenced and if the same or any of them are not completed within that period the Company shall forfeit and pay to the Canal Company as and for liquidated damages twenty pounds for every day after the expiration of that period until the whole thereof are completed ;
- (10.) 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

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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 and nothing in this Act or in the Acts wholly or partially incorporated with this Act as aforesaid shall entitle the Company to any compensation for any damage or otherwise howsoever which they may sustain by reason of the Canal Company carrying such powers into effect ;

(11.) Nothing herein contained shall prevent the Canal Company or any owner of boats or barges or horses or any other person whomsoever from recovering from the Company in addition to the said liquidated damages the amount of any special damage sustained by them or him or that they or he may be liable to pay for or on account of or by reason of the acts neglects or defaults of the Company or of their servants or by reason of the flowing or escape of any water out of the canal consequent thereon ;

(12.) The Company shall from time to time pay to the engineer of the Canal Company his reasonable charges for his services and superintendence in connexion with and incidental to the carrying out of any of the works which the Company, is authorised or under obligation to carry out by this clause ;

(13.) If any difference of opinion shall arise between the Company and the Canal Company concerning the true intent and meaning of the provisions of this section or the construction or carrying into effect of any of the works matters or things to be done or performed by the Company in pursuance thereof including the approval of all plans and sections to be submitted to them hereunder the same shall be referred to and determined by an engineer to be agreed on between the companies or failing such agreement to be nominated by the Board of Trade on the application of either of the companies and the costs and expenses of the reference shall be borne and paid as the referee shall direct.

61. For the protection of the Gas Light and Coke Company (herein-after referred to as "the Gas Company") be it enacted as follows :—

For the protection of the Gas Light and Coke Company.

(A.) Whereas in the execution of the works by this Act authorised the mains pipes syphons and other works and apparatus belonging to the Gas Company may be taken up cut off intersected or in certain other ways interfered with and it is expedient that the Gas Company should have full control over the execution of all

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works in any way affecting the supply by them of gas and the taking up cutting off intersecting or interference aforesaid. Be it therefore enacted that all works matters or things which under the provisions of this Act or the incorporated Acts the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works or apparatus of the Gas Company shall be done and executed by and at the cost of the Company but to the entire satisfaction and under the direction of and in such manner as shall be required by the engineer for the time being of the Gas Company and such works matters or things shall not be commenced until after fourteen days' previous notice thereof in writing shall have been given to the Gas Company and the Company shall not lay down alter remove or interfere with any such mains pipes syphons or other works or apparatus contrary to the regulations of any Act of Parliament to which the Gas Company are for the time being subject. Provided always that if the Gas Company shall elect themselves to execute any portion of the works matters and things which the Company may by this Act or the incorporated Acts be empowered or required to do or exercise with reference to or affecting the mains pipes syphons or other work or apparatus of the Gas Company and of such their election shall give seven days' notice in writing to the Company the Gas Company may themselves execute that portion of the said works matters and things and the reasonable expense of and incident to the executing the same shall be repaid by the Company to the Gas Company on demand and such expense may be recovered from the Company in any court of competent jurisdiction ;

(b.) If any interruption whatsoever in the supply of gas by the Gas Company or any loss of gas shall be in any way occasioned by any act or omission of the Company or by the acts or omissions of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the Gas Company for the use and benefit of the Gas Company the sum of ten pounds for every hour during which such interruption shall continue and in addition shall pay to the Gas Company the value of the gas so lost such sum or sums of money to be recovered by the Gas Company in any court of competent jurisdiction ;

(c.) It shall be lawful for the Gas Company and their engineers and workmen and other persons in their employment at all

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times when it may be necessary to enter upon the railway lands works and premises of the Company for the purpose of laying altering extending maintaining repairing or replacing and to lay alter extend maintain repair or replace any mains pipes or other works or apparatus under or over the said railway lands works and premises or any part thereof and to do all such works in and upon such railway lands works and premises as may be necessary for laying altering extending maintaining repairing removing or replacing any mains pipes works or apparatus under or over the said railway lands works and premises Provided always that in so doing the Gas Company shall not interrupt the traffic passing on or the user of the said railway in any manner for any longer period than can be avoided Provided also that the expense of all repairs or renewals of the said pipes mains works or apparatus which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them shall be borne and paid by the Company and may be recovered against them by the Gas Company in any court of competent jurisdiction Provided also that the Gas Company shall make good and reimburse to the Company all damages to the works by this Act authorised occasioned by the exercise of the powers by this sub-section reserved to or conferred on the Gas Company the amount of such damages when agreed or settled by arbitration to be recoverable by the Company in any court of competent jurisdiction The Gas Company shall (except in cases of emergency) give to the Company such reasonable notice as the circumstances will admit of of their intention to enter upon the railway lands works or premises of the Company under the powers of this sub-section ;

(D.) And whereas there are divers mains pipes syphons and other apparatus belonging to the Gas Company in divers streets highways roads footpaths lanes courts passages and places within the limits shown on the deposited plans which are now used by the Gas Company for supplying gas and such streets highways roads footpaths lanes courts passages and places or some of them will or may be taken closed diverted or done away with under the powers of this and the incorporated Acts Be it therefore enacted that whenever the Company for any of the purposes of this Act or the incorporated Acts take close divert or do away with any of such streets highways roads footpaths lanes courts passages and places they shall pay to the

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Gas Company full compensation for the value of any mains pipes works and apparatus of the Gas Company and any easements and other rights of the Gas Company in over beneath or through such streets highways roads footpaths lanes courts passages and places so taken closed diverted or done away with in the same manner and to the same extent as if such mains pipes works apparatus easements and other rights were land within the meaning of the Lands Clauses Acts and the Company shall also pay to the Gas Company on demand their reasonable charges and expenses of removing or altering any of the mains pipes works or apparatus of the Gas Company which the works of the Company shall render useless or which shall require by reason of such works to be altered or removed such charges and expenses to be recoverable in any court of competent jurisdiction;

(E.) Notwithstanding anything in this or the incorporated Acts contained the Company shall be responsible for and make good to the Gas Company all costs losses damages expenses and penalties which may be occasioned to or incurred by the Gas Company or occasioned to any of their mains pipes syphons apparatus property works and conveniences (including in such damages any loss of gas or interruption in the supply of gas by the Gas Company and all injury or loss by explosion or otherwise) through by reason of or consequent on the execution user or failure of any of the intended works or through by reason of or consequent on any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or agents and the Company shall effectually indemnify and hold harmless the Gas Company from all claims demands and penalties upon or against or incurred by them by reason of such execution user or failure or of any such act or omission or matter or thing aforesaid;

(F.) The Gas Company may if they deem fit employ watchmen or inspectors to watch and inspect the works of the Company by the construction repair or renewal whereof any mains pipes works or apparatus of the Gas Company will be interfered with or affected and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the Gas Company on demand and may be recovered against the Company in any court of competent jurisdiction;

(g.) If the Company shall at any time find it necessary to undermine but not to otherwise alter the position of any main pipe syphon works or apparatus belonging to the Gas Company they shall temporarily support the same in its position during the execution of their works and on their completion shall provide a good and suitable foundation for every main pipe syphon work or apparatus so undermined; A.D. 1893.

(ii.) Any difference arising between the Company and the Gas Company respecting any of the matters referred to in this section (with respect to which no other provision is by this section made) and any disagreement within section nineteen of the Railways Clauses Consolidation Act 1845 shall be referred to and settled at the request of either party by an engineer to be appointed as arbitrator by the President for the time being of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as the said arbitrator may direct.

62. For the protection of the Most Noble Henry Duke of Norfolk his successors and assigns being owners for the time being of lands in the parish of Treeton shown on the deposited plans of Railway No. 16 (in this section referred to as and included in the expression "the owner") the following provisions shall unless otherwise agreed between the Company and the owner have effect (that is to say):— For the protection of the Duke of Norfolk.

(1.) The Company shall (in addition to the bridge of twenty-five feet span by which in accordance with the deposited sections the said Railway No. 16 is to be carried over the road numbered on the deposited plans 23 in the parish of Treeton) construct and maintain on the north side of the said road an archway of a span of not less than ten feet and having a clear headway throughout of not less than ten feet for the purpose of carrying the said railway over the existing footpath on the north side of the said road;

(2.) The Company shall construct and maintain bridges at the points marked respectively B and C on the plan signed by M. J. Ellison on behalf of the owner and Alexander Ross on behalf of the Company for the purpose of carrying the railway over the intended roads shown on the said plan and those bridges shall be of spans of not less than thirty feet each measured on the square and shall have a clear headway throughout of not less than sixteen feet above the present surface of the ground at the points marked B and C respectively;

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- (3.) The Company shall make and maintain the archway and bridges before referred to as far as practicable watertight so as to prevent the dripping of water on to the roadway or footpaths beneath the same;
- (4.) The Company shall not purchase or take any greater estate or interest in or over the land beneath the said bridges to be constructed at the points B and C aforesaid than an easement or right of carrying the Railway No. 16 by means of bridges as aforesaid over the same and for the purpose of assessing the compensation to be paid by the Company for such easement or right the same shall be deemed to be lands within the meaning of the Lands Clauses Acts;
- (5.) The Company shall carry down the foundations of the abutments of the said bridges to such depth as to allow of the construction and laying down beneath the said bridges of all sewers requisite for the sewerage and drainage of the property of the owner when built upon.

For the protection of the Portman Estate.

63. For the protection of the Portman Estate the following provisions shall have effect (that is to say) :—

- (1.) In this section the expression “the Portman Estate” means the estate of which the Right Honourable William Henry Berkeley Viscount Portman is or claims to be now tenant for life in the said parish of St. Marylebone and the expression “the owner” means the Viscount Portman and includes his heirs sequels in estate and assigns owners for the time being of the houses buildings and lands forming the said estate;
- (2.) The front of all buildings fronting on the Portman Estate shall be of a reasonably ornamental character to the satisfaction of the surveyor of the owner and in case of difference the same shall be determined by arbitration in manner herein-after provided;
- (3.) If the arbitrator appointed in pursuance of the provisions of this section shall so determine the Company shall roof over a space all round and within their coal yard for a distance of not less than thirty feet from the outer wall thereof;
- (4.) So much of the Portman Estate as the Company require to purchase shall be purchased at one and the same time Provided that in the event of any land being omitted by oversight or by reasonable change of plans the Company shall not be precluded from serving a further notice to treat in respect of such lands;
- (5.) So much of section 128 of the Lands Clauses Consolidation Act 1845 as exempts from the operation thereof lands situate in a town or lands built upon or used for building purposes shall

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not extend or apply to any portion of the Portman Estate acquired by the Company and any portion of that estate so acquired and not at the expiration of ten years from the passing of this Act required by the Company for the purposes of the undertaking of the Company by this Act authorised shall be offered by the Company for sale to the owner and sections 129 to 131 of that Act shall apply to and in relation to such offer of sale as if the same had been an offer of sale made in pursuance of that Act Provided that such sale shall be at the fair market price at the time of such offer ;

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(6.) The Company and the owner may agree for the variation of any works to be done under this section for the protection of the owner or the Company ;

(7.) If any difference arise between the Company and the owner touching anything to be done or not to be done under the provisions of this section such difference shall be settled by a surveyor to be appointed (unless otherwise agreed on) upon the application of either of the parties in difference by the President of the Institute of Surveyors and the costs of the reference and determination shall be borne as he shall direct.

64. For the protection of Henry Samuel Eyre and Walpole Edwin Eyre and the owners or owner for the time being of an estate in the parishes of St. John Hampstead and St. Marylebone in the county of London (who are in this clause herein-after called "the owners" and which estate is herein-after called "the St. John's Wood Estate,") the following provisions shall apply and have effect :—

For the protection of the St. John's Wood Estate.

(1.) So much of the 128th section of the Lands Clauses Consolidation Act 1845 as exempts lands situate within a town or lands built upon or used for building purposes from the operation of the said section shall not extend or apply to any portion of the St. John's Wood Estate acquired by the Company and any portion of that estate so acquired and not at the expiration of ten years from the passing of this Act required by the Company for the purposes of the undertaking by this Act authorised shall be offered by the Company for sale to the owners and the 129th 130th and 131st sections of that Act shall apply to and in relation to such offer of sale as if the same had been an offer of sale made in pursuance of that Act Provided that such sale shall be at the fair market price at the time of such offer ;

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- (2.) The Company shall not without the consent of the owners erect any dwellings for the re-housing of persons of the labouring classes upon any part of the St. John's Wood Estate;
- (3.) The Company shall wherever they remove any house on the south side of North Bank erect along North Bank in lieu thereof a wall of a reasonably ornamental character not less than eight feet in height the plan and elevation of which shall be subject to the reasonable approval of or on behalf of the owners;
- (4.) The Railway No. 8 so far as the same shall be constructed on or under or shall adjoin the St. John's Wood Estate shall when so shown on the deposited plans unless with the previous consent of the owners be constructed in tunnel or covered way;
- (5.) The Company shall adopt the best practicable method for the exhaustion from the tunnels and covered ways of all smoke and steam and the discharge thereof within the limits of the St. John's Wood Estate;
- (6.) The Company shall in the use of the Regent's Canal City and Docks Railway be subject to the restrictions imposed on the Regent's Canal City and Docks Railway Company by the Regent's Canal City and Docks Railway Act 1882 and the Regent's Canal City and Docks Railway (Extension of Time) Act 1887.

Land for
extra-
ordinary
purposes.

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

Period for
compulsory
purchase of
lands by
Company.

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

Power to
Company to
acquire lands
for general
purposes.

67. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may from time to time enter upon take use and appropriate for the purposes of their undertaking all or any of the lands hereinafter mentioned delineated on the deposited plans and described in the deposited books of reference (that is to say) :—

Certain lands situate in the parishes of Great Grimsby and Great Coates in the county of Lincoln forming part of the foreshore

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and of the River Humber and adjoining and abutting upon the north-eastern side on lands belonging or reputed to belong to the Company and the trustees of the late Sir Richard Francis Sutton Baronet;

Certain lands situate in the parishes of Great Grimsby and Clee in the said county of Lincoln forming part of the foreshore of the River Humber lying between the River Humber and lands of the Company extending from the entrance of the Fish Dock at Grimsby aforesaid to the promenade road and embankment of the Company at Cleethorpes in the county of Lincoln;

Certain lands situate in the township of Withington in the parish of Manchester in the county of Lancaster belonging or reputed to belong to the Lord Egerton of Tatton lying and abutting upon the north side of the Company's central station railway and adjoining the station of that railway called or intended to be called the Alexandra Park station;

Certain lands situate in the parish of Sheffield in the west riding of the county of York lying on the north side of the main line of the Company and abutting on Tom Cross Lane.

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

Power to take easements &c. by agreement.

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

Company empowered to underpin or otherwise strengthen houses near railway.

(1.) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened;

(2.) Each such notice if given by the Company shall be served in manner prescribed by section nineteen of the Lands Clauses

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- Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company ;
- (3.) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade ;
- (4.) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building ;
- (5.) The cost of the reference shall be in the discretion of the referee ;
- (6.) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment ;
- (7.) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury Provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof ;
- (8.) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 or under any other Act ;

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(9.) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts; A.D. 1893.

(10.) Nothing in this section shall repeal or affect the application of the ninety-second section of the Lands Clauses Consolidation Act 1845.

70. Except as provided by the sections of this Act the marginal notes of which are "Company may stop up certain streets" and "Power to stop up portion of highway in Blackwell and substitute new road" the Company with respect to any lands which they are by this Act authorised to enter upon take and use for the purposes of the railways and which are in or under the roadway or footpath of any public street road or lane shown on the deposited plans and described in the deposited books of reference shall not be required wholly to take the same or any part of the surface thereof or any cellar vault or other construction therein or thereunder but the Company may appropriate and use the subsoil and undersurface of the roadway and footway of any such street road or lane and if need be they may purchase take and use and the owners of and other persons interested in any such cellar vault or other construction shall sell the same for the purposes of the railways and no such subsoil or undersurface cellar vault or other construction to be appropriated and used or purchased as aforesaid shall be deemed part of a house or other building or manufactory within the meaning of section ninety-two of the Lands Clauses Consolidation Act 1845.

Company may acquire easements only under streets or roads and may purchase cellars &c.

71.—(1.) The Company shall not under the powers of this Act or under the powers of any former Act extended by this Act purchase or acquire in any parish in the metropolis as defined by the Metropolis Management Act 1855 twenty or more houses or in any other city borough or urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised as the case may be were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company:—

Restrictions on displacing persons of labouring class.

(A.) 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 respective fifteenth day of December

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aforesaid or for such number of persons as the said Secretary of State or the Local Government Board (as the case may be) 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.) Shall have given security to the satisfaction of the said Secretary of State or Local Government Board (as the case may be) 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 be) 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 be) have approved of any such scheme they 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 except in the case of the metropolis the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

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

(5.) If the Company 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 Board (as the case may be) by action in the High Court and shall be carried to and form

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part of the Consolidated Fund of the United Kingdom Provided A.D. 1893.
that the court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company 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 the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) The Company 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 the Company 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 such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment. Provided also that the said Secretary of State or the Local Government Board (as the case may be) 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

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provided by the Company for the purpose of any scheme under this section.

(10.) The said Secretary of State or the Local Government Board (as the case may be) may direct any inquiries to be held which they may deem necessary in relation to any scheme under this section and may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed 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 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.

(12.) The Company 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.

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

(14.) For the purposes of this section the expression "labouring class" includes mechanics artizans labourers and others working for

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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.

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

Power to apply corporate funds to purposes of Act.

73. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole six million two hundred thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively but the Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

Power for the Company to raise additional capital.

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

New shares or stock to be subject to the same incidents as other shares or stock.

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

Dividends on new shares or stock.

76. If any money is payable to a share or stock holder or mortgagee or debenture stockholder 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 clause in case of persons not sui juris.

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Power to
borrow.

77. The Company may in respect of the additional capital of six million two hundred thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole two million and sixty-six thousand six hundred and sixty-six pounds in manner following (that is to say) In respect of each million of such additional capital any sum not exceeding in the whole three hundred and thirty-three thousand three hundred and thirty-three pounds and in respect of the balance of two hundred thousand pounds the sum of sixty-six thousand six hundred and sixty-six pounds but no part of any such respective sums of three hundred and thirty-three thousand three hundred and thirty-three pounds or of sixty-six thousand six hundred and sixty-six pounds shall be borrowed until shares for so much of the portion of the said additional capital in respect of which it is authorised to be borrowed as is to be raised by means of shares are issued and accepted and one-half of such portion of 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 respective portion of such capital have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of such respective 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 to the extent aforesaid 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 additional 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.

Power to
create
debenture
stock.

78. 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

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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. 1893.

79. All mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and bonds and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over the principal money secured by 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. Existing mortgages to have priority.

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

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

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

83. If the Company fail within the period limited by this Act to complete the railways the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section three of the Railway Imposing penalty unless railways opened within the time limited.

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A.D. 1893. and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such lines 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.

Providing
for applica-
tion of
penalty.

84. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railways hereby authorised or any of them have been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

Period for
completion
of works.

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

Owners may
be required
to sell to

86. 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 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 :

A.D. 1893.
Company
parts only of
certain
buildings &c.

Therefore notwithstanding section ninety-two of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the 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 properties 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 material detriment thereto 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 the said tribunal any such portions cannot be severed from the remainder of such property without such material detriment the Company may withdraw their notices to treat for the portion or portions 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

A.D. 1893. — 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. The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained. The provisions of this section shall be stated in every notice given thereunder by the Company to sell and convey any premises.

Provision as to working of line and station in the parish of St. Marylebone.

87. In working the traffic of their railway and station in the parish of St. Marylebone the Company shall so far as practicable avoid the escape of smoke or other offensive vapours from the engines used by them and also the whistling of engines.

Provisions as to boundary wall on eastern side of London station and as to use of station.

88. In constructing the Railways No. 8 and No. 11 in the parish of St. Marylebone the following provisions shall take effect (that is to say) :—

- (1.) No part of the land authorised to be acquired by the Company under the powers of this Act lying between the proposed new Road No. 6 and the Regent's Canal and to the eastward of an imaginary line distant two hundred and fifty feet from the west side of Park Road shall be used or appropriated otherwise than for passenger and light goods traffic usually carried by passenger trains or for the erection of general offices carriage sheds or other buildings connected with passenger or light goods traffic as aforesaid ;
- (2.) The Company shall effectually fence off their property on the east side thereof between the said Road No. 6 and the Regent's Canal with a good and substantial brick or stone fence wall of such height not exceeding twenty-five feet above the level of the upper surface of the rails as defined on the deposited sections and of such architectural design as shall be reasonably approved of by the owners of the Portman and Eyre Estates respectively and the Commissioners of Woods or as in case of difference may be determined by an engineer or architect to be appointed by the Board of Trade upon the application of either of the said owners or of the said Commissioners or of the Company and no opening in the said wall shall be used for the purposes of general traffic ;
- (3.) If and so far as the Company shall construct along the eastern boundary of the lands to be acquired by them north of the said Road No. 6 with the like approval and subject to the like conditions as are herein-before made with respect to the wall herein-before provided for continuous buildings for the purposes of their station of a substantial character of an elevation equal

to the height of the wall herein-before provided for the portion of such buildings abutting on the lands lying to the east of the lands so to be acquired shall be held and taken to be to that extent in lieu of and in substitution for the said wall; A.D. 1893.

(4.) The Company shall not affix or exhibit or permit to be affixed or exhibited upon the eastern or park side of the said wall or buildings any placards or advertisements of any kind.

89. No part of the station site southward of the new Road No. 6 shall be used for the purposes of goods minerals or animal traffic other than such as is conveyed by passenger trains and no part of the said station shall be used as a depôt for the sale and delivery or for the unloading of coal except the part situate between Grove Road and Carlisle Street but the Company shall have power to use the said site northward of the new Road No. 6 for the transport of coals to the said depôt and for the interchange and delivery of coals between the railway and the undertaking of the Regent's Canal &c. Company and the Company shall not be entitled to use any part of the said site for goods or mineral traffic until they shall have served the notices to treat for the land south of the said new Road No. 6 required for the site of the Company's passenger station and the new Road No. 7. Provision as to use of station site south of new Road No. 6.

90. It shall not be lawful for the Company to erect or permit to be erected any building projecting beyond the line of frontage of the existing houses shown on the deposited plans on either side of the Marylebone Road or otherwise than subject to the building regulations of the Metropolis Local Management Act. Buildings not to project beyond line of frontage of existing houses.

91. The Company shall unless otherwise agreed between the Company and the London County Council and the vestry of the parish of St. Marylebone construct and leave the roadways and open space between the Marylebone Road and the south front of the Company's passenger station buildings as shown on the plan signed by Sir Richard Paget the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and the whole of the said roadways and open space shall be left open for public use. Provision as to roadways and open space between Marylebone Road and south front of station.

92. Before closing Alpha Road and Grove Gardens the Company shall construct and complete to the reasonable satisfaction of the London County Council the Roads Nos. 6 and 7 shown on the deposited plans of a clear width not less than sixty feet throughout and the diversion of North Bank into Lodge Road Provided that no part of either of these roads shall be constructed with a gradient steeper than that shown on the deposited sections and that notwithstanding Provision as to closing Alpha Road and Grove Gardens.

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A.D. 1893. — anything shown on the said sections no part of the eastern end of the Road No. 6 shall be formed with a gradient steeper than what may be obtained by commencing at the present level of the surface of the roads at the junction of Upper Gloucester Place and Boston Street and terminating at a point on the new Road No. 6 where that road will cross the west side of Boston Place at a height of seventeen feet six inches above the level of the surface of the rails as shown on the deposited sections at the point where the centre line of Railway No. 8 intersects the proposed new Road No. 6.

Each of the said roads shall be formed paved and completed with all proper sewers gullies channels and lamp-posts to the reasonable satisfaction of the council.

North Bank
not to be
stopped up
until new road
between North
Bank and
Lodge Road
completed.

93. The Company shall not stop up any part of North Bank until they shall have completed to the satisfaction of the London County Council the new road between North Bank and Lodge Road as shown on the deposited plans and sections and the width of carriageway and footway of such street shall not be less than forty feet.

Bridges
under roads
in the county
of London.

94. All bridges and works to be constructed by the Company for carrying any road or street within the county of London over the railway shall be constructed so as not to lessen the present clear width of such road or street including the footway or footways and in no case shall any such bridge be of less width between the parapets thereof than forty feet measured on the square and the railway on each side of every such bridge shall be so covered or fenced as to prevent as far as may be reasonably practicable the escape of steam smoke or other offensive effluvia into any such road or street.

Bridges over
roads in the
county of
London.

95. Where any bridge or works are constructed under the powers of this Act over any street or road within the county of London there shall be left a clear headway throughout of not less than eighteen feet above the existing surface of the street or road and a clear span throughout of not less than forty feet measured on the square Provided that such span shall not in any case be less than the clear width of such street or road including the footways and areas and forecourts where any areas or forecourts exist and all bridges and works constructed as aforesaid shall be of a reasonably ornamental character and design and shall be made and maintained so as so far as is practicable to prevent the dripping of water therefrom on any part of such street or road footway area or forecourt and to deaden the sound of engines carriages and traffic passing over them and the parapets of such bridges and works shall be carried up

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to a height sufficient effectually to hide from view of the street or road trains passing over such bridges or works. A.D. 1893.

96. The Company shall not execute or commence the erection of any such bridge or works as aforesaid until they shall have given to the London County Council twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the office of the council with plans elevations sections and other necessary particulars of the construction of the said bridge and works and until the council shall have signified their approval of the same unless the council fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said council in the execution and subsequent maintenance of every such bridge and the works connected therewith and shall save harmless the said council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the said council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said council may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the said council by the Company on demand.

Plans &c.
of bridges to
be submitted
to the London
County
Council.

97. Whenever in the construction of any of the works by this Act authorised in the parish of St. Marylebone or by reason of the execution of any of the powers of this Act it may at any time be necessary to divert alter or interfere with the Ranelagh main sewer of the London County Council every such diversion alteration or interference and all works connected therewith or ancillary thereto shall be executed by the London County Council at the expense of the Company according to such plan and in such manner as may be reasonably determined by the council and if any difference arise between the Company and the council in relation to this section such difference shall be from time to time determined by an arbitrator to be appointed by the Board of Trade upon the application of either of the parties in difference.

As to altera-
tion of main
sewers in
parish of St.
Marylebone.

98. Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the London County Council

For protec-
tion of sewers
in the
metropolis.

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A.D. 1893. (herein-after called "the council") or of any vestry or district board of works constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or with any sewers or works to be made or executed by the said council boards or vestries or any of them or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control the Company shall not commence such works until they shall have given to the council or to the district board or vestry as the case may be twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such council board or vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such council board or vestry respectively shall have signified their approval of the same unless such council board or vestry as the case may be do not signify their approval disapproval or other directions within twenty-eight days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the council and of the respective district board or vestry as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as such council boards or vestries respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the said council boards and vestries respectively against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the council district board or vestry as the case may be at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the council or any district board or vestry may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to such council board or vestry by the Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the council district board or vestry as the case may be respectively as any sewers or works now or hereafter may be

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And nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the said respective council boards or vestries or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed. A.D. 1893.

99. The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works authorised by this Act or any hoarding within view of any public street within the county of London any placards or advertisements and if any such placard or advertisement be affixed or exhibited the London County Council and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting on the front of any station placards giving information to the public as to the traffic of the Company. Exhibition of placards.

100. Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company within the administrative county of London to encroach upon any part of any street or footway or without the consent of the London County Council to erect or maintain any building beyond the general line of building in any street. Buildings not to be brought beyond general line &c.

Any buildings erected on any land acquired under this Act in the said county (except such buildings or parts of buildings as may be used for the purposes of a station) shall be subject to the provisions of the Acts relating to buildings in the metropolis.

101. It shall not be lawful for the Company to cart any of the soil excavated in the construction of the Railways No. 8 No. 11 and No. 12 or any heavy materials required for the purpose of such construction along or by means of any of the adjoining roads in the parishes of St. Marylebone and St. John Hampstead but such restriction shall not apply to the cartage of materials which cannot be otherwise reasonably conveyed and which may arise from the demolition of buildings or which may be required for sinking shafts driving headings or other temporary works. Provision against cartage of excavated soil in the parish of St. Marylebone.

102. Where the Company shall under the provisions of this Act acquire between Fairfax Road and St. John's Wood Road in the parishes of St. John Hampstead and St. Marylebone any garden or other open ground belonging to any house and such garden or ground is shown on the deposited plans as to be passed under in tunnel or covered way it shall not be lawful for the Company at any time to place on such ground any erection other than such railway stations as may be required for their traffic but the same. Certain lands not to be built upon.

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A.D. 1893. shall continue open and unbuilt upon and be maintained by the Company in good order and condition.

Company in a certain event to contribute to cost of widening Lisson Grove Road.

103. If it shall appear to the London County Council at any time within five years after the opening of the railway that it is expedient in the public interest that Lisson Grove Road shall be widened for the accommodation of the traffic using the same in connexion with the railway the Company shall contribute to the cost of such widening such an amount as an arbitrator to be appointed by the Board of Trade may determine having regard to all the circumstances of the case.

For the protection of the owner of Wilford Bridge.

104. The railway across the River Trent by this Act authorised and the other works connected therewith shall not be used for the accommodation of foot passengers or for traffic of any other description than railway traffic. The Company shall make full compensation to the owner for the time being of the bridge over the River Trent known as Wilford Bridge for any loss or diminution of the bridge tolls by reason of the construction maintenance working or use of the railways by this Act authorised or otherwise by reason of the exercise of the powers of this Act if such loss or diminution takes place within five years from the opening of the railway and the amount of such compensation shall be ascertained and determined in case of difference in manner provided by the Lands Clauses Acts with reference to the settlement of questions of disputed compensation in respect of lands injuriously affected.

Restricting the mode of construction of Railway No. 17 and widenings Nos. 1 and 2.

105. In constructing Railway No. 17 and widenings Nos. 1 and 2 by this Act authorised the following obligations and restrictions shall apply :—

- (1.) Railway No. 17 shall be constructed according to the centre line as shown on the deposited plan or at some point or points to the south of that line and it shall not be lawful for the Company to execute any work extending beyond a distance of one chain northward from the said centre line;
- (2.) The Company shall not alter or divert the line and direction of their Sheffield and Tinsley Canal nor that of the towing-path thereof and the bridges for carrying the said widenings Nos. 1 and 2 over that canal shall have headways which shall not be less than the headway of the existing bridge carrying the present railway over that canal and shall be of such spans that the waterway and towing-path thereunder shall not be of less widths respectively than those immediately under the said existing bridge.

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106. The powers granted to the Company by the Act of 1890 for the compulsory purchase of lands and buildings for the purposes of the works described in sub-sections (1) and (2) of section 4 of the Act of 1883 are hereby further extended and may be exercised by the Company for and during a period of two years from the second day of August one thousand eight hundred and ninety-two and on the expiration of that period those powers shall cease.

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Extension of time for purchase of lands under the Company's Act of 1883.

107. The powers granted to the Company by the Act of 1889 for the compulsory purchase of lands and buildings for the purpose of widening the main line of railway described in section 5 of that Act are hereby further extended and may be exercised by the Company for and during a period of two years from the twenty-sixth day of July one thousand eight hundred and ninety-two and on the expiration of that period those powers shall cease.

Extension of time for purchase of lands under the Company's Act of 1889.

108. The time limited by the Blackpool Railway Act 1889 for the completion of the railways and works described and authorised by the Blackpool Railway Act 1884 is hereby extended for a period of three years from the seventh day of August one thousand eight hundred and ninety-two and sections 40 and 41 of the Blackpool Railway Act 1884 shall be read and have effect as if such extended period had been named therein.

Extension of time for completion of the railways and works authorised by the Blackpool Railway Act 1884.

109. If the railways and works mentioned in the three last preceding sections are not completed within the extended periods by this Act respectively granted then on the expiration of those periods the powers by the Act of 1883 the Act of 1889 the Blackpool Railway Act 1884 and this Act granted to the Company and the Blackpool Railway Company for making and completing the respective railways or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Powers not to be exercised after extended period.

110. The Company may from time to time make alter and repeal byelaws for or with respect to maintenance of order and discipline on board the ferry boats of the Company plying across the River Humber between New Holland and Hull and may impose and recover penalties for any infringement of such byelaws No such byelaws nor any alteration or repeal thereof shall have effect unless confirmed by the Board of Trade.

Power to make bye-laws connected with steam ferry across River Humber.

111. The agreement made between the Company of the one part and the Great Northern Railway Company of the other part of which a copy is set forth in the Third Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Confirming agreement between the Company and the Great Northern Railway Company.

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Confirming
agreement
with
Metropolitan
Company.

Saving
restriction as
to carriage of
heavy goods
on portions
of Metropoli-
tan Railway.

Tolls on
traffic con-
veyed partly
on two
railways.

Provision as
to fares by
working
men's trains
between
London and
Neasden.

Power to
make further
agreements
with
Metropolitan
Company.

112. The agreement made between the Company of the one part and the Metropolitan Company of the other part of which a copy is set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

113. Provided always that the powers by the said agreement granted to the Company to run over and use the railways of the Metropolitan Company shall be exercised subject to the condition and limitation with respect to the carriage of heavy goods contained in section twenty-six of the Metropolitan and Saint John's Wood Railway Act 1873 and also with respect to the carriage of heavy goods between the Swiss Cottage and the Baker Street stations of the Metropolitan Company between the hours of eleven at night and six in the morning enacted by section twenty-seven of that Act.

114. During the exercise of any of the running powers by this Act granted or under the agreement between the Company and the Metropolitan Company the railways of the Company and the railways of the company owning the lines run over shall for the purpose of short distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed on the railways of the said companies for a less distance than three miles tolls and charges may be charged as for three miles only and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the railway and partly on the railway of the company owning the lines run over.

115. In respect of working men carried by working men's trains between the London station of the Company and Neasden and intermediate places the Company shall not be entitled to charge higher fares than are for the time being chargeable or charged by the Metropolitan Railway Company by their workmen's trains between their Baker Street Station and Neasden and intermediate places.

116. The Company and the Metropolitan Company may from time to time make and carry into effect agreements with respect to the running over and use by the Metropolitan Company of the Railway No. 9 by this Act authorised and also with respect to the

acquiring and taking over by that company of the said railway and in the event of the Metropolitan Company agreeing to take over the said railway they shall substitute and use the same for and in lieu of the existing portion of their railway situate between the commencement of the said Railway No. 9 and the termination thereof in which event the said Railway No. 9 shall when so taken over and subject to the conditions and provisions of any such agreement be and be deemed to be thenceforth for all purposes a portion of the undertaking of the Metropolitan Company in like manner as if the same had been authorised to be constructed and had been constructed by that company.

A.D. 1893.

117. The Company may demand and take for the use of the railways and for the supply of carriages wagons or trucks thereon any tolls rates and charges not exceeding those which they are for the time being empowered to demand and take in respect of their existing railways respectively and the railways shall subject to the provisions of this Act in all respects be deemed part of the railways of the Company.

Tolls for use of railway.

118. The Company and the corporations of the towns of Nottingham Loughborough and Leicester and the county council of London and the vestries of St. John Hampstead and St. Marylebone and any other local authorities or some or one of them may make and carry into effect agreements with the Company with reference to the mode of execution of any of the works authorised by this Act within the limits of their respective jurisdictions.

Power to Company and certain corporations to enter into agreements.

119. The Metropolitan Company and the South Eastern Company or either of them may with the authority of three-fourths of the votes of their respective shareholders present in person or by proxy at a general meeting of the said companies respectively specially convened for the purpose either before or after the passing of this Act subscribe towards and take and hold ordinary shares or stock in the capital which the Company are by this Act authorised to raise to the extent of two hundred thousand pounds by the Metropolitan Company and three hundred thousand pounds by the South Eastern Company and the said companies respectively shall in respect of the sum to be subscribed and the corresponding shares or stock in the capital of the Company to be held by them have all the powers rights and privileges and be subject to all the obligations and liabilities of proprietors of shares or stock in the capital of the Company. Provided always that the Metropolitan Company and the South Eastern Company shall not sell dispose of or transfer any of the

Power to Metropolitan and South Eastern Companies to subscribe.

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A.D. 1893. shares or stock of the Company for which they may respectively subscribe.

Power to Metropolitan and South Eastern Companies to apply funds.

120. The Metropolitan Company and the South Eastern Company or either of them may with the like authority contribute and apply in or towards payment of their said subscriptions any moneys which they are already respectively authorised to raise and which may not be required by them for the purposes of their undertakings.

Votes of Metropolitan and South Eastern Companies at general meetings.

121. The Metropolitan Company and the South Eastern Company respectively whilst shareholders of the Company may by writing under their respective common seals from time to time appoint some person to attend any meeting of the Company and such person shall have all the privileges and powers attaching to a shareholder of the Company at such meetings and may vote thereat in respect of the capital held by the Metropolitan Company and the South Eastern Company respectively.

Power to Metropolitan and South Eastern Companies to raise additional capital &c.

122. The Metropolitan Company and South Eastern Company respectively may from time to time raise for the purposes of their subscription to the undertaking any capital not exceeding in nominal amount the following sums viz. the Metropolitan Company two hundred thousand pounds and the South Eastern Company three hundred thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively and the clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The consolidation of the 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 access to special Act:

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

Part II. (relating to additional capital) of the Companies Clauses Act 1863;

shall subject to the provisions of this Act extend and apply to the Metropolitan Company and South Eastern Company respectively and to the additional capital which they are by this Act authorised to raise. A.D. 1893.

123. The Metropolitan Company and the South Eastern Company respectively shall not issue any share under the authority of this Act of less nominal value than ten pounds nor shall any share vest in the person or corporation accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof. Shares not to be issued until one-fifth paid.

124. All moneys which the Metropolitan Company and the South Eastern Company respectively may raise under the powers of this Act shall be applied for the purposes of the before-mentioned subscription only. Application of additional capital.

125. Except as by this Act otherwise provided the capital in new shares or stock created by the Metropolitan Company and the South Eastern Company respectively under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Metropolitan Company and the South Eastern Company respectively of the same class or description and the new shares or stock were shares or stock in such capital and the capital in new shares or stock so created shall form part of the capital of such companies respectively. Except as otherwise provided new shares or stock of subscribing companies to be subject to the same incidents as other shares or stock.

126. Every person who becomes entitled to such new shares or stock of the Metropolitan Company and the South Eastern Company respectively shall in respect of the same be a holder of shares or stock in such companies respectively and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or to the whole amount of stock as the case may be. Dividends on new shares or stock of Metropolitan and South Eastern Companies.

127. Each holder of new shares or stock in the capital of the Metropolitan Company and the South Eastern Company respectively by this Act authorised to be raised shall be entitled to the same number of votes in respect thereof which the possession of an equal nominal amount of the existing capital stock of such companies respectively would have conferred upon him. Votes in respect of new shares or stock of Metropolitan and South Eastern Companies.

128. Subject to the provisions of any Act already passed by which the Metropolitan Company and South Eastern Company respectively New shares or stock of Metropolitan

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and South
Eastern
Companies
raised under
this Act and
any other
Act may be
of same
class.

are authorised to raise capital by new shares or stock and to the provisions of this Act and of any other Act passed in the present Session of Parliament whether before or after the passing of this Act by which those companies respectively may be authorised to raise capital by new shares or stock those companies respectively may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Acts and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Power to pay
interest out
of capital
during con-
struction.

129. Notwithstanding anything in this Act or in any Act or Acts incorporated herewith contained it shall be lawful for the Company out of any capital moneys by this Act authorised to be raised to pay in respect of such capital moneys interest at such rate not exceeding four pounds per centum per annum as the directors may determine to any holder of shares or stock on the amount from time to time paid on the shares or stock created under the provisions of this Act held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the railways or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say) :—

- (A.) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two-thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same ;
- (B.) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear ;
- (C.) The aggregate amount to be so paid for interest shall not exceed six hundred and fifty thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company under this Act may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid ;
- (D.) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares in the capital authorised by this Act and in every certificate of shares ;
- (E.) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section :

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Save as herein-before set forth 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 The certificates of all shares or stock issued by the Company to which the payment of interest shall be attached under the provisions of this section shall bear a name or denomination to distinguish them from the other shares or stock of the Company.

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

Works below high-water mark not to be commenced without consent of Board of Trade.

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

Saving rights of the Crown in the foreshore.

132. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any

Deposits for future Bills not to be

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A.D. 1893. Standing Order of either House of Parliament now or hereafter in
paid out of force may be required to be deposited in respect of any application to
capital. Parliament for the purpose of obtaining an Act authorising the
Company to construct any other railway or to execute any other
work or undertaking.

Provision as to general Railway Acts. **133.** 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 which the Company are authorised to take.

Costs of Act. **134.** 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.

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SCHEDULES referred to in the foregoing Act.

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FIRST SCHEDULE.

Describing BUILDINGS and MANUFACTORIES whereof PORTIONS only are required to be taken by the COMPANY.

Parish.	No. on deposited Plans.
Bulwell - - -	26 27 28 29.
St. Mary Nottingham -	157 189 1877 1914 1925 1927 1981 2256 2274 2300 2317 2319 2327 2289.
St. Peter Nottingham -	7 8 9 15 16 18.
St. Margaret Leicester -	7 14 26 39.
All Saints Leicester -	3 6 65 88 96A 109A 225 226 240.
St. Nicholas Leicester -	104 177 193 201 205 211 216.
St. Mary Leicester -	37.
Ashby Magna - - -	22.
Hillmorton - - -	23.
Brackley - - - -	31 32 33.
Quainton - - - -	32.

SECOND SCHEDULE.

HEADS of AGREEMENT between the METROPOLITAN RAILWAY COMPANY (herein-after called "the Metropolitan Company") of the one part and the MANCHESTER SHEFFIELD AND LINCOLNSHIRE RAILWAY COMPANY (herein-after called "the Sheffield Company") of the other part.

1. When and so soon as the proposed physical connexion between the undertakings of the Sheffield Company and the Metropolitan Company at or near Quainton Road in the county of Buckinghamshire has been effected and authorised to be opened for public traffic the Sheffield Company shall be entitled for the considerations herein-after mentioned to run over and use with such of their engines carriages waggons and other vehicles and officers and servants whether in charge of engines and trains or for any other purposes whatsoever in

Running powers over the Metropolitan system from Quainton Road to Baker Street (East) Station.

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connexion with their traffic of all descriptions the railway of the Metropolitan Company between the point of junction at or near Quainton Road and Baker Street (East) Station together with the use of all stations sidings platforms junctions (other than the junction at Baker Street connecting with the Inner Circle) watering places and other works and conveniences but so that the Sheffield Company shall not without the consent in writing of the Metropolitan Company take up any passenger parcel animal goods or mineral traffic passing between any two stations or places upon the railway over which running powers are hereby granted.

Through fares and rates.

2. The Sheffield Company shall have power to fix the through fares and rates for any traffic carried or to be carried by them under the powers conferred on them under this Agreement.

Apportionment of through fares and rates.

3. The proportion payable to the Metropolitan Company in respect of the aforesaid through fares and rates taken by or on account of the Sheffield Company shall be their full mileage proportion of the actual throughout distance of the gross receipts after deducting therefrom the usual clearing house terminals paid-ons paid-outs and proportions due to other companies.

Working expenses to carrying company.

4. The Sheffield Company to receive out of the proportion accruing to the Metropolitan Company in respect of the traffic referred to in the preceding sections an allowance of thirty-three and one-third per cent. for working expenses.

Payments monthly.

5. The aforesaid payments shall be made monthly in accordance with the regulations of the clearing house for the time being in force.

Facilities and accommodation to Sheffield Company.

6. The Metropolitan Company shall afford to the Sheffield Company all reasonable facilities and accommodation usual between railway companies for the convenient exercise of the running powers hereby granted as well as for the convenient conduct and exchange of traffic passing or destined to pass between the systems of the two companies.

Terms &c. for use of stations &c.

7. The terms conditions and regulations to which the Sheffield Company shall be subject in respect of the use of the stations upon the railway of the Metropolitan Company (including the Baker Street Station) used under the terms of this Agreement and the services to be rendered and accommodation to be afforded to the Sheffield Company thereat whether for goods or passengers and the charges to be paid by them for the same and any other question arising out of the user of the said stations and their accommodation shall be determined by mutual agreement between the companies parties hereto or failing agreement shall be settled and determined by arbitration in manner herein-after provided.

Further capital expenditure.

8. Should the Metropolitan Company be at any time required by the Sheffield Company to expend further capital in providing separate or additional accommodation for the exclusive use and benefit of the Sheffield Company's business then the Sheffield Company shall pay to the Metropolitan Company by way of rent interest after the rate of four per cent. per annum upon the sums so expended.

Byclaws and regulations to be observed.

9. The Sheffield Company's officers and servants working over the Metropolitan Railway shall observe and obey the byclaws rules and regulations of the Metropolitan Company.

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10. The engines and fuel of the Sheffield Company employed in working over the Metropolitan Railway between Finchley Road and Baker Street (East) shall be subject to the approval of the Metropolitan Company. A.D. 1893.
Engines and fuel.

11. The Sheffield Company shall at all times fully and freely indemnify and save harmless the Metropolitan Company from and against all penalties forfeitures losses damages costs charges expenses claims and demands whatsoever in any way occasioned and incurred by reason of any act or default of the Sheffield Company or any of their officers or servants in relation to the working and user of the railways stations and works entitled to be used by them under this Agreement and the Metropolitan Company will similarly save harmless the Sheffield Company against the like penalties and consequences that may be incurred by reason of any act or default of the Metropolitan Company's officers and servants. Mutual indemnity for defaults of servants.

12. A joint committee composed of three directors of each company to be appointed to act in the capacity of board of arbitration for the adjustment and settlement of any dispute or differences which may arise between the two companies with respect to the true intent and meaning of the provisions of this Agreement or with respect to the mode of giving effect thereto In case the joint committee are unable to agree upon a decision the matter in dispute shall at the desire of either company be referred to arbitration in the manner provided by the Railway Arbitration Act 1859. Appointment of joint committee.

13. The Agreement to be in perpetuity. Duration of Agreement.

14. Either of the companies parties hereto may apply to Parliament for the confirmation of this Agreement in the next or any subsequent session and the other party shall consent to and concur in such application. Confirmation of Agreement.

In witness whereof the two companies parties hereto have caused their common seals to be hereunto affixed this eighteenth day of December one thousand eight hundred and ninety.

The Common Seal of the Metropolitan Company was hereunto affixed in the presence of
} L.S.
 G. H. WHISSELL
 Secretary Metropolitan Railway Company.

The Common Seal of the Sheffield Company was hereunto affixed in the presence of
} L.S.
 ED. ROSS
 Secretary.

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A.D. 1893.

THIRD SCHEDULE.

AN AGREEMENT made the thirtieth day of January one thousand eight hundred and ninety-two between the MANCHESTER SHEFFIELD AND LINCOLNSHIRE RAILWAY COMPANY (herein-after called "the Sheffield Company") of the one part and the GREAT NORTHERN RAILWAY COMPANY (herein-after called "the Great Northern Company") of the other part.

Whereas an Agreement dated the first day of October one thousand eight hundred and sixty was made and is now subsisting between the parties hereto for the conveyance by each company over their lines of the traffic of the other company and the mutual interchange and development of traffic and other purposes and certain other Agreements herein-after referred to are now subsisting between the two companies in respect of the matters in those Agreements respectively mentioned And whereas the Sheffield Company are about to promote a Bill in the ensuing Session of Parliament for the construction of certain railways which railways are intended to form in conjunction with the railways of the Metropolitan Railway Company a new through route from the existing system of the Sheffield Company to London and the Great Northern Company are about to oppose the said Bill And whereas in order to obviate the opposition of the Great Northern Company to the Bill so far as the same relates to the construction of the said railways to London and for the other purposes herein appearing the parties hereto have agreed to enter into the Agreements and stipulations herein-after contained Now these presents witness that for the considerations herein appearing it is hereby mutually agreed between the parties hereto for themselves their successors and assigns as follows:—

1. In this Agreement the following expressions shall have the meanings hereby respectively assigned to them:—

The expression "through traffic" shall mean traffic of all kinds passing and conveyed from and upon any of the railways of either company to and upon any of the railways of the other company including traffic which does not begin or end upon the railways of either company;

The expression "running powers" shall mean the right to run over and use with engines carriages and wagons officers and servants whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of traffic of all descriptions the railway or portions of railway in respect of which the expression is used and all stations roads platforms sidings junctions (including junctions with other railways) turntables points signals water watering places engine sheds standing room for engines booking and other offices warehouses machinery appliances and conveniences of and connected with such railway or portions of railway including access to private or other sidings connected with mines collieries manufactories warehouses and other trading or industrial works adjacent to such railway or portions of railway;

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The expression "the running company" shall mean the company exercising the running powers and the expression "the owning company" shall mean the company over whose railway the running powers are exercised;

The expression "terminals" shall mean the usual clearing house terminals for the time being in force including station terminal service terminal and cartage terminal where cartage is charged and in respect of coal and coke traffic shall mean threepence per ton at each end when such terminals are chargeable exclusive of any extra charge which either company may make for drop accommodation;

The expression "coaching traffic" shall mean passenger and parcel traffic and such other traffic as is usually carried by passenger trains and dealt with at a passenger station;

The expression "the Bill" shall mean and include the said Bill about to be promoted by the Sheffield Company and any other Bill to be promoted in the Session of 1893 whereby the Sheffield Company may obtain access to London from their existing system.

2. On and from the passing of the Bill the Agreements between the two companies dated respectively the thirtieth day of January one thousand eight hundred and fifty-six the twelfth day of April one thousand eight hundred and fifty-eight the second day of June one thousand eight hundred and fifty-nine the first day of October one thousand eight hundred and sixty and the thirtieth day of June one thousand eight hundred and seventy-one shall be determined and cease to have effect.

3. On and from the date to be fixed as herein-after provided the Great Northern Company shall have running powers over all the existing railways or railways in course of construction of the Sheffield Company west of the Great Northern main line or west of the West Riding and Grimsby Line including all existing railways or railways in course of construction west of the said main line and West Riding and Grimsby Line worked by the Sheffield Company or of which they are joint owners with any other company so far as the Sheffield Company can give running powers over such joint or worked lines Provided that the running powers granted by this article shall not extend to any railways to be constructed by the Sheffield Company from Annesley southwards under the powers contained in the Bill.

4. On and from the date in the preceding article referred to the Sheffield Company shall have running powers over the following existing railways including any parts thereof now in course of construction of the Great Northern Company (that is to say):—

The railway from Nottingham to the junction with the North Staffordshire Railway at or near Egginton and the branch lines therefrom to collieries and other works including the Erewash Valley Branch Railway;

The main line railway from Retford to Shaftholme Junction;

The railways on the north and north-west of Doncaster;

including all existing railways or railways in course of construction worked by the Great Northern Company or of which they are joint owners with any other company and forming part of the railways aforesaid (so far as the Great Northern Company can give running powers over such joint or worked lines) And if in the exercise of the running powers granted by this article the Sheffield

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A.D. 1893. — Company are unable to run over the railways of the North Staffordshire and Midland Railway Companies to Burton the Great Northern Company will carry the Sheffield Company's traffic over those companies' railways to Burton for the same rates and charges and on the same terms as the Great Northern Company pay or are subject to in carrying their own traffic over the said railways to Burton.

5. In exercising the running powers granted by this Agreement each of the two companies shall be entitled to fix their own through rates and fares the owning company being entitled to receive the mileage proportion attributable to the portion of railway run over of the gross receipts from the traffic in respect of which the running powers are exercised after deducting therefrom—

(1st.) the terminals arising therefrom and also paid-ons paid-outs proportions paid or due to other companies and Government duty; and

(2ndly.) from the net sum thereby ascertained thirty-three and one-third per centum for working expenses to the running company.

The mileage due to each company shall be determined and the payments made monthly according to the regulations of the clearing house for the time being in force and subject to the provisions herein-after contained with respect to terminals each company shall be entitled to the terminals at their own stations.

6. Each company shall afford to the other all such reasonable facilities and accommodation as regards traffic of all kinds as is usual between friendly railway companies for the convenient exercise of the running powers and the use of stations under this Agreement including the provision at any station if required by the other company of such clerks officers and servants as may be necessary for the purposes of the traffic of the other company and each company shall be entitled to have their own clerks officers and servants at any of the stations of the other company to which they have running powers under this Agreement whether such running powers are exercised or not or which they are entitled to use under this Agreement and shall respectively afford to each other all reasonable accommodation for such clerks officers and servants.

7. In running over and using any portions of railway and in using any stations and conveniences under any of the provisions of this Agreement the regulations and byelaws for the time being in force on the undertaking so used shall be at all times observed by the running company so far as such regulations and byelaws shall be applicable.

8. In exercising the running powers under this Agreement the running company shall not without the consent in writing of the owning company take up at any station of the owning company any passengers parcels animals goods minerals or other traffic of any description and deliver the same at any other station of the owning company.

9. The date from which the running powers heretofore mentioned shall commence and may be exercised by each company respectively shall be two years before the day on which the railway to be authorised by the Bill will probably be so far completed as to enable traffic to be carried from the existing system of the Sheffield Company to the station in London to be authorised by the Bill or in case Parliament refuse to authorise that station then any other station in London. Such day if not agreed on between the two companies shall be fixed by arbitration.

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10. Each company in exercising the running powers granted by this Agreement over the railways of the other company shall transfer to such other company at such junctions as shall be agreed on or as failing agreement shall be settled by arbitration all traffic consigned to such other company and shall not carry forward in their own trains over such other company's railway traffic so consigned and each company shall produce to the other company or to the clearing house at the request of such other company the consignment notes in respect of all through traffic and any traffic not carried as consigned shall nevertheless in the apportionment of rates between the two companies be treated as if such traffic had been carried in accordance with the terms of this article. A.D. 1893.

11. Until the railway to be authorised by the Bill is so far completed as to enable traffic to be carried from the existing system of the Sheffield Company to London the rates and fares for through traffic passing from the railways of either company to the railways of the other at Retford shall except as hereinafter provided be apportioned between the two companies according to the mileage proportion specified in the Agreement of the first day of October one thousand eight hundred and sixty. Provided that this provision shall not extend to the rates and fares for any through traffic carried by the Great Northern Company over the railways of the Sheffield Company under the running powers granted by this Agreement during the twelve months immediately preceding the said completion of the said railway to London which last-mentioned rates and fares shall be apportioned as provided by article five of this Agreement. For the purpose of ascertaining the date at which the said period of twelve months will commence the date of the said completion of the said railway to London shall be the date ascertained under article nine hereof. After such completion as aforesaid no bonus or additional mileage shall be allowed to the Sheffield Company in any case except as hereinafter by this Agreement provided with respect to Grimsby Docks traffic.

12. On and from the passing of the Bill and whether the running powers provided for by this Agreement are exercised or not there shall be a complete system of through booking and through rates and fares between the systems of the two companies by all reasonable and convenient routes including so far as the two companies or either of them have power lines worked by either company or owned jointly by either company with any other company and each company shall conduct the through traffic of the other company in good faith and by through trains and shall afford to the other company all such reasonable facilities and accommodation as regards traffic of all kinds as is usual between friendly railway companies for the convenient conduct and exchange of traffic passing or destined to pass between the respective systems of the two companies such through rates and fares shall failing agreement between the two companies be settled by arbitration and shall be the same by all routes between the same points and except as provided in the last preceding article of this Agreement shall be apportioned and divided between the two companies according to mileage after deduction of terminals paid-ons paid-outs proportion payable to other companies and Government duty. The apportionment shall unless otherwise agreed be made monthly through the clearing house in accordance with the regulations for the time being in force and subject to the provisions hereinafter contained with

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A.D. 1893. — respect to terminals in certain cases each company shall be entitled to the terminals at their own stations.

13. Subject to the provisions herein-after contained in articles fourteen fifteen sixteen and seventeen of this Agreement with respect to the stations therein referred to if the running company shall in the exercise of the running powers herein-before granted use for any terminal purposes any passenger station of the owning company not now used by the running company for terminal purposes the running company shall pay to the owning company in respect of such user such rent or other consideration as may from time to time be agreed on or as failing agreement shall be settled by arbitration.

14. Notwithstanding anything contained in article two hereof the Great Northern Company shall continue to pay yearly to the Sheffield Company the sum of four thousand three hundred and seventy-five pounds as provided by the Agreement of the thirtieth day of June one thousand eight hundred and seventy-one until the railway to be authorised by the Bill shall be so far completed as to enable traffic to be carried from the existing system of the Sheffield Company to London Provided that if the Great Northern Company at any time, before the said railway shall have been so completed for traffic to London shall exercise the running powers herein-before provided for and run into Manchester such yearly payment shall as from the date when the Great Northern Company commence to exercise such running powers absolutely cease and such yearly payment shall (if necessary) be apportioned accordingly If the Great Northern Company in the exercise of such running powers use the passenger station of the Sheffield Company at Manchester they shall in respect of such user pay such rent or other consideration as shall from time to time be agreed on or as failing agreement shall be settled by arbitration.

15. Provided the Sheffield Company continue to exchange as at present with the Great Northern Company at Retford their through coaching traffic to London the Sheffield Company may until the railway to be authorised by the Bill has been so far completed as to enable traffic to be carried from the existing system of the Sheffield Company to London use the passenger station of the Great Northern Company at Retford in the manner and to the extent provided by and on the terms in all respects of the Agreement of the second day of June one thousand eight hundred and fifty-nine the Sheffield Company on their part performing and observing the provisions of that Agreement to be by them observed and performed After the completion of the said railway to London as aforesaid or after the Sheffield Company cease to exchange at Retford with the Great Northern Company through traffic to London as aforesaid whichever shall first happen the Sheffield Company may for the purposes of their coaching traffic use the said station at Retford together with all such sidings watering places and other conveniences as may be necessary for such traffic on such terms and conditions and for such rent or other consideration as shall from time to time be agreed on or as failing agreement shall be settled by arbitration The use by the Sheffield Company of the said station at Retford shall include so much of the railway of the Great Northern Company as lies between the junctions of the railways of the Sheffield and the Great Northern Companies north and south respectively of the said station at Retford.

A.D. 1893.

16. The Sheffield Company may for the purposes of their coaching traffic use the passenger stations of the Great Northern Company at Doncaster and Lincoln respectively together with all such sidings watering places and other conveniences at the said stations respectively as may be necessary for such traffic. The Great Northern Company may for the purposes of their coaching traffic use the passenger station of the Sheffield Company at Grimsby together with all such sidings watering places and other conveniences as may be necessary for such traffic.

For the purpose of the exchange of traffic between the Sheffield and Great Northern Companies the use by the Sheffield Company of the said station at Lincoln shall include the use of the short junction with the Sheffield Company's Market Rasen Line. The use by the Great Northern Company of the said station at Grimsby shall include the use of the line joining the railway of the Great Northern Company with the said station.

The terms and conditions for the use of any station and works under this article and the rent or other consideration to be paid to the owning company for the same shall from time to time be settled by agreement or failing agreement by arbitration.

17. Nothing in this Agreement contained shall be construed to alter or vary the Agreement of the twelfth day of April one thousand eight hundred and sixty-one for the use by the Great Northern Company of the Sheffield station of the Sheffield Company and the same shall remain of full force and effect.

18. Each company may provide their own separate goods station at any place on the railways of the other company over which they have running powers under this Agreement and whether such running powers are exercised or not and the company so providing their own goods station shall in the apportionment of rates be entitled to the terminals in respect of all through traffic to or from such station.

19. Each company may require that sufficient accommodation for their goods traffic shall be provided by the other company in all or any of the goods stations on the railways of the other company over which the company making the requisition has running powers under this Agreement and whether such running powers are exercised or not and the other company shall thereupon provide such accommodation and allow such station or stations to be used accordingly unless in any case such requisition is in the opinion of an arbitrator unreasonable.

In every case where separate accommodation is provided under this article for the goods traffic of one company at any goods station of the other company the terminals in respect of the through traffic to or from such station shall in the apportionment of the through rates therefor be divided between the two companies in such proportions as they shall agree or as failing agreement shall be settled by arbitration.

In every such case as aforesaid the terms and conditions under which such accommodation as aforesaid is to be provided and the rent or other consideration to be paid for the same shall failing agreement be settled by arbitration.

20. Either company may employ at any station of the other company to which they have running powers under this Agreement and whether such running powers are exercised or not their own cartage agents canvassers clerks and other officers and in the apportionment of the rates for through traffic to and from such station such company shall in respect of the work done by such agents canvassers clerks or officers and in respect of any other work done

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A.D. 1893. by such company covered by the terminals be entitled to such reasonable proportion of the terminals as shall be agreed on or as failing agreement shall be settled by arbitration.

21. The joint agencies of the two companies shall be determined on such dates as shall be agreed on or as failing agreement shall be settled by arbitration.

22. The existing joint offices of the two companies shall continue to be jointly used as at present up to such date or dates as shall be agreed on or as failing agreement shall be settled by arbitration and shall then be sold partitioned or otherwise dealt with in such manner as shall be agreed on or as failing agreement shall be settled by arbitration.

23. In apportioning between the Sheffield and the Great Northern Companies under the provisions of this Agreement the rates for goods fish and other class of traffic from or to the Grimsby Docks which shall have been carried over the railways of those two companies viâ the junction between the railway of the Great Northern Company with the railway of the Sheffield Company at Grimsby for a distance of fifty miles or upwards on the railways of the Great Northern Company the Sheffield Company shall in addition to the proportion of such rates to which they would be entitled under the other provisions of this Agreement be entitled to receive an amount equal to ten per centum of the proportion of such rates which would under the other provisions of this Agreement be payable to the Great Northern Company. The rates for traffic from or to Grimsby Docks handed to the Great Northern Company by the Sheffield Company at stations or junctions other than Grimsby shall be apportioned in accordance with the other provisions of this Agreement relating to the apportionment of rates for through traffic.

24. The running powers granted by this Agreement to the Great Northern Company shall not be exercised by that company for coal traffic over the following railways of the Sheffield Company in South Yorkshire (that is to say):—

The railway from Doncaster to Barnsley;

The railway from Barnsley to Barnsley Junction with the Sheffield Company's main line;

The railway from Darnall Junction to Mexboro' Junction;

The railway from Tinsley Junction to Aldham Junction;

The railway from West Silkstone Junction to Aldham Junction;

The railway from Old Oaks Junction to Nostell Junction;

The Elsecar branch railways:

And the provisions of this Agreement as to the apportionment of the rates for through traffic shall not extend to any coal traffic originating on such railways.

25. The Great Northern Company may elect to make a junction at or near Nottingham with the railway of the Sheffield Company to be authorised by the Bill and to become joint owners with the Sheffield Company of the passenger station intended to be constructed by the Sheffield Company under the powers contained in the Bill such election to be declared by notice in writing to the Sheffield Company within twelve months from the passing of the Bill. In the event of the Great Northern Company making such election as aforesaid then—

(1) The said junction shall be made at such point as shall be agreed on or as failing agreement shall be settled by arbitration;

(2) The terms and conditions on which the Great Northern Company shall become joint owners with the Sheffield Company of the said station shall

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be such as shall be agreed on or as failing agreement shall be settled by arbitration ; A.D. 1893.

- (3) The Great Northern Company shall have running powers over the railways of the Sheffield Company to be authorised by the Bill between the said junction and the said station and over the railways of the Sheffield Company between the said junction and the commencement of Railway No. 1 to be authorised by the Bill at or near Annesley in the county of Nottingham.

26. Either company shall be entitled to make a junction between the railway of the Sheffield Company to be authorised by the Bill and the Derby and Nottingham Railway of the Great Northern Company and between the said railway of the Sheffield Company and the Leen Valley Railway of the Great Northern Company such junction or junctions to be made at or near the intersection of the Derby and Nottingham Railway and the Leen Valley Railway.

27. The Great Northern Company may elect to form a junction or junctions at or near Leicester with the railway of the Sheffield Company to be authorised by the Bill and to become joint owners with the Sheffield Company of or to use the passenger station intended to be constructed by that company at Leicester under the powers of the Bill such election to be declared by notice in writing to the Sheffield Company within twelve months from the passing of the Bill In the event of the Great Northern Company making any such election as aforesaid then—

(1) Such junction or junctions shall be made at such point or points as shall be agreed on or as failing agreement shall be settled by arbitration ;

(2) The terms and conditions on which the Great Northern Company shall become joint owners with the Sheffield Company or on which they shall have the use of the said station as the case may be shall be such as shall be agreed on or as failing agreement shall be settled by arbitration ;

(3) The Great Northern Company shall have running powers over the railways of the Sheffield Company to be authorised by the Bill between the said intended passenger station at Leicester and the said intended passenger station at Nottingham :

The provisions herein-before contained with respect to the exercise of running powers under this Agreement shall extend and apply to the running powers granted by this article and by article twenty-five.

28. All matters which are by this Agreement to be settled by arbitration or by the opinion of an arbitrator and all differences which may at any time arise between the two companies under this Agreement or in relation to any of the matters provided for by this Agreement whether the difference arises as to the construction of the Agreement or otherwise shall be determined by an arbitrator to be appointed from time to time by the Board of Trade on the application of either of the said companies and the decisions of such arbitrator shall be final and conclusive between the parties and the costs and expenses of every such arbitration shall be in the discretion of the arbitrator and shall be borne as he shall direct.

29. The Sheffield Company shall use their best endeavours to procure the scheduling of this Agreement to and its confirmation by the Bill in the Committee of the first House of Parliament to which the Bill shall be referred and the insertion and enactment in the Bill in that Committee of any clauses or provisions

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A.D. 1893. which the Great Northern Company may reasonably require for the purpose of giving effect to this Agreement and either company shall at the request of the other join in the promotion of a Bill in the next or any subsequent session of Parliament for the confirmation of the provisions of this Agreement so far as the same may not have been ratified and made binding by the Bill.

30. This Agreement is contingent on the Bill being passed into law on or before the thirty-first day of December one thousand eight hundred and ninety-three in its present or some modified form whereby the Sheffield Company will be enabled to carry traffic from their existing system to London and if the Bill does not become law on or before the date aforesaid this Agreement shall be void.

31. On the faith of this Agreement being in all respects specifically performed and observed by the Sheffield Company the Great Northern Company will not oppose the passing of the Bill in the ensuing session of Parliament or in any session to be held in the year one thousand eight hundred and ninety-three so far as relates to railways one to twelve both exclusive in the Bill mentioned but this stipulation shall not extend to prevent the Great Northern Company from petitioning against the Bill and appearing on such petition before any Committee of either House of Parliament to whom the Bill may be referred for the purpose of opposing any of the other provisions of the Bill and of procuring the insertion and enactment in the Bill of such clauses and provisions as may be necessary to give full effect to this Agreement.


32. Either company party to this Agreement shall be at liberty in the present or any future session of Parliament to promote a Bill for the confirmation thereof and the other company will support the same.

33. This Agreement shall be subject to any alteration which may be made by Parliament therein but if the Committee on the Bill make any material alteration in any such Agreement it shall be competent to either party thereto to withdraw the same.

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 Manchester Sheffield and
Lincolnshire Railway Company was hereunto affixed
in the presence of

JOHN W. MACLURE
A Director of the Company.



Common Seal
of the Manchester
Sheffield and Lincoln-
shire Railway
Company.

The Common Seal of the Great Northern Railway
Company was hereunto affixed in the presence of

L. C. PROBYN
Director.



Common
Seal of the
Great Northern
Railway
Company.

FOURTH SCHEDULE.

A.D. 1893.

Robert Halford.

Robert Halford trustee under the will of John Grundy.

Benjamin Dowson

J. Kentish Wright

Hubert Arthur Dowson

} carrying on business as Dowson & Wright.

John Fletcher trading as John Fletcher & Sons.

Richard Thomas Mounteney.

Robert Halford

Charles Curtis

} trustees of Mrs. Louisa Cresswell.

Louisa Cresswell.

Charles Curtis.

George Green.

William Jackson.

John Lindley.

Edward Wood.

The trustees for the time being of the High Pavement Chapel and Schools.

Frederick Acton.

George Smart.

Arthur Charles Brown.

Benjamin Dowson

Henry Wilson

} trustees under the will of the late Samuel Taylor Thraves.

William Godfrey Gregory

Emma Louisa Webster and

Charles Edward Townroe

} trustees of the will of the late Joseph Webster.

William Bradshaw and

Albert Septimus Bradshaw

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