



### CHAPTER ccliv.

An Act to confer additional powers upon the North Eastern Railway Company for the construction of new railways and other works and the acquisition of lands and for other purposes. [14th August 1903.]

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

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

And whereas it is expedient that the Company should be empowered to raise further capital for the purposes aforesaid and for the general purposes of their undertaking :

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

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

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Short title.

1. This Act may be cited for all purposes as the North Eastern Railway Act 1903.

Incorporation of general Acts.

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

The Lands Clauses Acts ;

The Railways Clauses Consolidation Act 1845 ;

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

The Companies Clauses Consolidation Act 1845 ; and

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

Interpretation.

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

Protection of gas and water mains of local authorities.

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

Power to Company to make new railways.

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

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

In the county of Northumberland—

A Railway No. 1 3 furlongs 9 chains in length in the urban district of Bedlingtonshire commencing by a junction with the Morpeth Branch of the Company's Blyth and Tyne Railway and terminating by a junction with the

Company's Newbiggin Branch and in connection therewith the Company may make an alteration and deviation of the said Morpeth Branch.

In the north riding of the county of York—

A Railway No. 3 6 furlongs 9 chains in length in the parish of Romanby and the urban district of Northallerton commencing by a junction with the Company's Leeds and Stockton Railway and terminating by a junction with the Company's York and Newcastle Railway and in connection therewith the Company may alter the levels of their Northallerton and Hawes Railway between Castle Hills Inner Junction Signal Box and the bridge which carries the said railway and the York and Newcastle Railway over the Company's Leeds and Stockton Railway :

A Railway No. 4 4 furlongs 4 chains in length in the urban district of Northallerton commencing by a junction with the Company's Leeds and Stockton Railway and terminating by a junction with the Company's York and Newcastle Railway :

A Railway No. 5 6 furlongs 6 chains in length in the parishes of South Otterington and Newby Wiske commencing by a junction with the Company's Leeds and Stockton Railway and terminating by a junction with Railways Nos. 6 and 7 :

A Railway No. 6 7 furlongs 8 chains in length in the parishes of Thornton le Moor and South Otterington commencing by a junction with the Company's York and Newcastle Railway and terminating by a junction with Railways Nos. 5 and 7 :

A Railway No. 7 7 furlongs 4 chains in length in the parishes of Thornton le Moor and South Otterington commencing by a junction with the Company's York and Newcastle Railway and terminating by a junction with Railways Nos. 5 and 6.

In the west riding of the county of York—

A Railway No. 8 5 furlongs 1 chain in length in the urban district of Castleford and in the parish of Ferry Fryston commencing by a junction with the Company's Leeds Castleford and Pontefract Railway and terminating by a junction with the Company's York and Normanton Railway :

A Railway No. 9 10 miles 5 furlongs 4 chains in length commencing in the parish of Thorpe Willoughby by a junction

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with the Company's Leeds and Selby Railway and terminating in the parish of Airmyn by a junction with Railway No. 1 authorised by the Lancashire and Yorkshire Railway (Various Powers) Act 1902 :

A Railway No. 10 4 furlongs 5 chains in length in the parishes of Brayton and Burn commencing by a junction with the Company's York and Doncaster Railway and terminating by a junction with Railway No. 9 :

A Railway No. 11 3 furlongs 1 chain in length in the urban district of Selby commencing by a junction with the Company's Selby Loop Line and terminating by a junction with the Company's York and Doncaster Railway :

A Railway No. 12 1 mile 2 furlongs 3 chains in length in the parish of Airmyn and in the urban district of Goole commencing by a junction with the Railway No. 1 authorised by the Lancashire and Yorkshire Railway (Various Powers) Act 1902 and terminating by a junction with the Company's Hull and Doncaster Railway.

In the city and county borough of Kingston-upon-Hull in the east riding of the county of York—

A Railway No. 14 4 furlongs 3 chains in length in the parish of Sculcoates being in substitution for a portion of the Company's Victoria Dock Railway commencing at a point on that railway about 30 yards west of the bridge carrying that railway over the Beverley and Barmston Drain and terminating at a point on the said railway about 40 yards west of the signal box at the Company's Wilmington Junction.

Rates to be  
taken by  
Company.

6. The railways by this Act authorised shall for the purposes of tolls rates and charges and for all other purposes whatsoever be part of the undertaking of the Company and the Company may demand receive and take in respect thereof for the conveyance of merchandise thereon (including perishable merchandise by passenger train) the maximum rates and charges authorised by the Railway Rates and Charges No. 15 (North Eastern Railway &c.) Order Confirmation Act 1892 and for the conveyance thereon of passengers and parcels by passenger train the rates and charges authorised by the North Eastern Railway Company's Act 1854 the North Eastern and Stockton and Darlington Railways Amalgamation Act 1863 the North Eastern Railway Company's (Pelaw and other Branches) Act 1865 and the North Eastern Railway Company's (New Lines) Act 1874 :

Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight. A.D. 1903.

7. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained with reference to the crossing of roads on the level the Company may in the construction of the railways by this Act authorised carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the road next hereinafter mentioned (that is to say):— Power to cross certain roads on level.

No. on deposited Plans.	Parish.	Description of Road.
17	Parish of Barlow	RAILWAY No. 9. (Selby and Goole Railway). - -   Public road.
9	City and county borough of Kingston-upon-Hull.	RAILWAY No. 14. (Sculcoates).   Public road.

8. Railway No. 1 by this Act authorised and the alteration and deviation in connection therewith of the Morpeth Branch of the Company's Blyth and Tyne Railway shall for the purposes of sections 21 to 34 of the North Eastern Railway (Blyth and Tyne Transfer) Act 1874 be deemed to form part of the Blyth and Tyne Railways as defined in section 21 of that Act and shall for the purposes of tolls rates and charges be deemed to be part of the Blyth and Tyne section of the Company's railway within the meaning of the Railway Rates and Charges No. 15 (North Eastern Railway &c.) Order Confirmation Act 1892. Railway No. 1 to be part of Blyth and Tyne Railway.

9. The Company may make agreements with the owners or occupiers of any lands adjoining or near to Railway No. 9 with reference to the warping and improvement of such lands by means of the waters of the River Aire and for the purpose of carrying out such agreements and of warping and improving such lands may make and maintain openings in the banks of the said river and use the waters thereof subject to conditions and in accordance with As to warping lands.

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For protection of Lancashire and Yorkshire Railway Company.

**10.** For the protection of the Lancashire and Yorkshire Railway Company (in this section called "the Lancashire Company") the following provisions shall have effect (that is to say):—

- (1) Railway No. 9 by this Act authorised so far as the same affects the railways lands or works of the Lancashire Company shall be constructed in such lines within the limits of deviation shown on the deposited plans as shall be reasonably approved by the principal engineer of the Lancashire Company (hereinafter referred to as the "said principal engineer") and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the Lancashire Company and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railway of the Lancashire Company or the traffic thereon except so far as may be necessary for effecting the junction of Railway No. 9 with the railway of the Lancashire Company and if any such obstruction or interference shall be caused or take place the Company shall pay to the Lancashire Company full compensation in respect thereof:
- (2) The Company shall construct the said 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 Lancashire Company (which railway and works are hereinafter referred to as "the said portion of railway") in accordance with the provisions of this section and according to plans sections and specifications to be reasonably approved in writing by the said principal engineer and the Company shall not commence the construction of the said portion of railway or enter upon or interfere with any land works or property belonging to or used by the Lancashire Company until such plans sections and specifications have been so approved. Provided always that if the said principal engineer shall for the period of one month refuse or neglect to approve such plans sections and specifications or if any difference arise between the said principal

engineer and the engineer of the Company the said portion of railway shall be constructed according to plans sections and specifications to be approved by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the Lancashire Company by the President of the Institution of Civil Engineers :

- (3) The said portion of railway shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer :
- (4) The Company shall at all times maintain the said portion of railway 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 Lancashire 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 Lancashire Company by the Company Provided always that the Lancashire Company shall maintain at the expense of the Company the said junction of Railway No. 9 with the Lancashire and Yorkshire Railway and the signalling works in connection therewith so far as they affect the running lines of the said last-mentioned railway :
- (5) During the construction of the said portion of railway the Company shall bear and on demand pay to the Lancashire Company all reasonable expenses of employment by them of a sufficient number of inspectors watchmen and flagmen to be appointed by that company for watching their railway property and works with reference to and during the execution of the 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 :
- (6) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Lancashire Company all costs losses damages or expenses which may be occasioned to them or to any of their railways works or property or to the traffic thereon or otherwise by

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reason of the execution or failure of the said portion of railway or by any act or omission of the Company or any of the persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the Lancashire Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :

- (7) If at any time hereafter the Lancashire Company shall be desirous of using lands belonging to them for the purpose of extending widening or altering their railways or works the Company shall give to the Lancashire Company all proper and reasonable facilities for that purpose notwithstanding any easement which the Company may have acquired from the Lancashire Company for the purposes of the junction of Railway No. 9 with the railway of the Lancashire Company :
- (8) Notwithstanding anything shown on the deposited plans the Company shall not (except with the previous consent of the Lancashire Company) acquire any land or property of the Lancashire Company but the Company may purchase and take and the Lancashire Company shall sell and grant accordingly an easement or right of using so much of the lands of the Lancashire Company shown on the said plans as may be necessary for the construction of the junction of Railway No. 9 with the railway of the Lancashire Company under the provisions of section 10 of the Railways Clauses Act 1863 :
- (9) If any difference shall arise between the Company and the Lancashire Company or their respective engineers touching this section or anything to be done or not to be done thereunder or any money to be paid thereunder 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 Lancashire Company :
- (10) The Company and the Lancashire 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 :
- (11) The provisions of this section shall be in addition to and not in substitution for the provisions of the Railways Clauses Act 1863 or any other general Act incorporated with this Act.



11. For the protection of the urban district council of the urban district of Castleford (in this section referred to as "the council") the following provisions shall have effect unless otherwise agreed in writing between the council and the Company (that is to say) :—

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For protection of urban district of Castleford.

- (1) Notwithstanding anything in this Act contained the Company shall not enter upon take or use any greater portion of the sewage farm of the council being the land numbered on the deposited plans 7 in the parish of Ferry Fryston than two and a half acres and the southern boundary of such two and a half acres shall be the southern limit of deviation of Railway No. 8 as shown on the said deposited plans and the Company shall before taking any portion of such land convey or cause to be conveyed to the council in fee simple the lands containing 3·03 acres coloured blue on the plan signed by Henry Kimber the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred being a portion of the property numbered on the said deposited plans 9 in the said parish :
- (2) Unless notice to treat be served by the Company on the council within six months after the passing of this Act the powers of the Company to purchase by compulsion any portion of the said land numbered 7 shall cease :
- (3) The compensation to be paid by the Company for the taking of the lands of the council shall be determined under the Lands Clauses Acts and in assessing the amount of such compensation regard shall be had to the value of the land to be conveyed as aforesaid to the council and to the cost of laying out the same for the purposes of sewage treatment in like manner as the sewage farm is now laid out or in such other manner as the council may reasonably require and also to any severances which may be caused to the said sewage farm by the construction of Railway No. 8 and to the cost of making good any part of the said sewage farm or works interfered with or prejudicially affected by the Company in the exercise of the powers of this Act :
- (4) The Company shall construct and maintain all accommodation works within the meaning of section 68 of the Railways Clauses Consolidation Act 1845 rendered necessary by the construction of Railway No. 8 and in particular such access at one or more points to the said sewage farm from

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Weldale Lane under or across the said railway as shall be determined by arbitration in manner hereinafter provided :

- (5) Sections 30 31 and 32 of the Railways Clauses Consolidation Act 1845 shall not apply to the construction of any works over land belonging to the council :
- (6) The Company shall pay to the council full compensation for any damage which the council may suffer by reason of the failure or neglect of the Company to properly discharge any duty imposed upon them under the provisions of this section or by reason of anything done by the Company in the construction or maintenance of the works by this Act authorised :
- (7) If any difference arise between the Company and the council touching anything to be done or not to be done or any moneys to be paid under the provisions of this section other than the compensation to be paid under subsection (3) such difference shall be settled by an engineer to be appointed upon the application of either of the parties in difference by the President of the Institution of Civil Engineers :
- (8) Any moneys received by the council under the provisions of this section shall be applied by them either in repayment of outstanding loans or in the extension of the existing sewage works of the council or the provision of additional works or shall be applied by them to such other purposes as may be approved by the Local Government Board.

For protec-  
tion of Whel-  
dale Coal  
Company  
Limited.

**12.** The Company shall when they construct Railway No. 8 carry the same over the railway of the Wheldale Coal Company Limited by means of a bridge having a span of not less than thirty-two feet and a headway of not less than fifteen feet.

For pro-  
tection of  
West Riding  
County  
Council.

**13.** For the protection of the county council of the west riding of the county of York (in this section called " the county council ") the following provisions shall unless otherwise agreed in writing between the county council and the Company have effect (that is to say) :—

- (1) The bridges for carrying Railway No. 9 over the Bawtry and Selby main road numbered on the deposited plans 6 in the parish of Barlow and 6 in the parish of Camblesforth and the Doncaster and Selby main road numbered on the said plans 27 in the parish of Brayton respectively shall be constructed as flat girder bridges in one span and so that no

part of the abutments thereof above ground level shall encroach upon any part of the said roads or the footpaths or waste land at the sides thereof and in the case of the Doncaster and Selby main road the span shall not be less than thirty-eight feet six inches and shall include the ditches:

- (2) The said bridges shall be so constructed as to leave a clear headway of not less than seventeen feet from the surface of the said roads to the underpart of the said bridges respectively and shall be so constructed and maintained as to prevent as far as reasonably practicable the dripping of water on to the roads beneath the same:
- (3) For the purpose of providing the said headway of seventeen feet it shall be lawful for the Company to lower the levels of the existing roads under the said bridges to an extent not exceeding in the case of the Bawtry and Selby main road four feet six inches and in the case of the Doncaster and Selby main road one foot below the existing surface of the said roads respectively:
- (4) If the Company shall lower the levels of the said roads as aforesaid they shall so alter the level of such roads on both sides of the said bridges respectively that the inclination of the said roads shall not in any case exceed one in forty:
- (5) If the Company shall obstruct or interfere with any of the ditches at the sides of the said roads or either of them they shall to the reasonable satisfaction of the surveyor to the county council provide and maintain a sufficient pipe or culvert to carry all the water flowing in such ditches or ditch:
- (6) The Company shall to the reasonable satisfaction of the said surveyor make and maintain adequate provision for draining the said roads at the points at which the levels thereof are altered as provided by this section:
- (7) The traffic of the said roads shall not during the construction of the said railway or any works in connection therewith or during any subsequent repairing thereof be obstructed or interfered with unnecessarily:
- (8) The Company shall not commence to execute any works under this Act which will interfere with either of the said roads until they have given to the county council not less than fourteen days' notice in writing of their intention to commence such works:

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(9) If any difference arise between the Company and the county council as to the true intent and meaning of any of the provisions of this section in relation to any works to be executed or any powers to be exercised affecting any of the said roads such difference shall be settled by an engineer to be agreed upon and failing agreement to be appointed by the Board of Trade on the application of either of the parties in difference.

For protection of rural district council of Goole.

14. For the protection of the rural district council of Goole in the west riding of the county of York (in this section called "the council") the following provisions shall have effect unless otherwise agreed in writing between the Council and the Company (that is to say) :—

(1) The bridge carrying the road from Rawcliffe to Goole numbered on the deposited plans 10 in the parish of Airmyn over Railway No. 9 shall have a clear width between the parapets of not less than twenty-five feet and approach roads on each side not less than thirty feet wide between the fences with gradients not steeper than one in thirty :

(2) The Company shall not commence to execute any works which will interfere with the said road or to construct any temporary or substituted road in accordance with the provisions of the Railways Clauses Consolidation Act 1845 until they have given to the surveyor of the council not less than twenty-eight days' notice in writing of their intention to commence such works accompanied by plans sections and specifications showing the nature of any temporary road proposed to be constructed and the position width and mode of formation of the road nor until the said surveyor shall have signified in writing his approval of the proposed temporary road and the mode of constructing the same unless the said surveyor does not within twenty-eight days after service of the said notice plans sections and specifications signify in writing his approval or disapproval thereof and any difference between the council and the Company with reference to the proposed temporary road and the mode of constructing the same or with reference to the said plans sections and specifications shall be settled by arbitration as hereinafter provided And the Company shall comply with all reasonable directions and requirements of the council in relation to the said road and the mode of execution of the said works Provided that such approval as aforesaid shall not be unreasonably withheld :

- (3) Any temporary or substituted road shall be properly drained and kept in repair by the Company to the reasonable satisfaction of the said surveyor : A.D. 1903.
- (4) The traffic of the said road shall not during the construction of the said railway or any works in connection therewith or during any subsequent repairing thereof be obstructed or interfered with unnecessarily :
- (5) If any difference arise between the Company and the council as to the true intent and meaning of any of the provisions of this section in relation to any works to be executed or any powers to be exercised affecting the said road such difference shall be settled by an engineer to be agreed upon and failing agreement to be appointed by the Board of Trade on the application of either of the parties in difference.

15. The following provisions shall unless otherwise agreed in writing between the undertakers of the Aire and Calder Navigation (hereinafter called "the undertakers") and the Company apply and have effect for the protection of the undertakers (that is to say):— For protec-  
tion of Aire  
and Calder  
Navigation.

- (1) The Company shall not in constructing maintaining and working Railway No. 9 by this Act authorised interfere with or alter the line or level of the Selby Canal or of the River Aire or of any towing path thereof respectively or obstruct or impede the navigation of the said canal or river or intercept divert or diminish any of the waters of or in the said canal or any streams supplying the same with water :
- (2) Railway No. 9 shall be carried across the Selby Canal and the towing-path thereof by a bridge having a single span of such dimensions as the Company think fit but not less than ninety feet measured at right angles to the abutments of the bridge and the abutments shall be placed parallel to the centre line of the canal and shall be carried down to a depth of not less than ten feet below the ordinary surface water in the said canal and no part of the under side of the bridge shall be lower than thirteen feet six inches above the ordinary surface water level of the canal at the point of crossing :
- (3) The Company shall construct a substantial towing-path wall on the north side of the said canal underneath and for a distance of twenty feet on each side of the said bridge carrying Railway No. 9 over the canal and shall properly fill in the towing-path behind the same :

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- (4) Railway No. 9 shall be carried across the River Aire by a bridge having a single span of not less than one hundred and twenty feet measured at right angles to the abutments or piers of the bridge and the abutments or piers of the bridge shall be placed parallel to the centre line of the river at the point of crossing and in such positions as shall be agreed between the Company and the undertakers or in case of difference as shall be settled by an arbitrator as hereinafter provided :
- (5) The Company shall also construct and at all times keep open an opening or openings under the railway adjoining the main span of the said bridge over the River Aire in such position or positions as may be agreed upon between the Company and the undertakers or settled by arbitration as hereinafter provided and having a span or spans of not less than eighty feet in the aggregate :
- (6) No part of the under side of the main span of the bridge over the River Aire shall be lower than twenty-six feet six inches above Ordnance datum and the said opening or openings under the railway shall be of such form and dimensions as may be agreed between the Company and the undertakers or settled by an arbitrator as hereinafter provided :
- (7) All the works provided for by this section and all temporary works connected therewith shall be constructed and completed under the inspection and to the reasonable satisfaction of the engineer of the undertakers and according to plans sections and specifications approved by such engineer and the engineer of the Company or in the event of difference by an arbitrator to be appointed as hereinafter provided :
- (8) Each of the said bridges so far as they affect the waterway of the said canal and river respectively shall be completed within two years from the time at which the same is commenced and at all times during the construction and during any subsequent repair thereof respectively the Company shall leave open and uninterrupted a navigable waterway of sufficient width depth and headway to conveniently accommodate the passage of vessels using the said canal and river with a towing-path along the canal of not less than nine feet in width which towing-path shall at all times during the construction and repair of the bridge over the canal remain open for traffic without any obstruction between the same and the waterway and the waterway in the canal

and river shall at all times during such construction and repair be provided with such mooring posts dolphins leading fenders and lights as shall be reasonably required by the undertakers :

- (9) In the event of any of the works of the Company being at any time out of repair and causing obstruction to the said canal or river or the towing-path thereof or to the traffic thereon the undertakers may after giving the Company seven days' notice of their intention so to do or such notice as may be practicable in case of emergency repair any such work or remove such obstruction as the case may be and may recover the expense of such repair or removal from the Company in any court of competent jurisdiction :
- (10) The Company shall not purchase take or acquire for the purpose of Railway No. 9 any right or interest in any of the lands belonging to the undertakers other than such an easement as may be necessary for constructing and maintaining upon and over such lands Railway No. 9 and works by this Act authorised under and subject to the conditions thereof which easement the undertakers shall grant on the request of the Company and the consideration for such easement shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement :
- (11) If by reason of the execution or failure of any of the works of the Company or any act or omission of the Company or their contractors or of any person in the employment of the Company or their contractors the passage of traffic along the said canal or river or any towing-path thereof shall at any time be obstructed or impeded or the said canal or river or any property of the undertakers shall be injured or damaged the Company shall compensate the undertakers for any loss or damage which they may sustain or any expenses they may incur in consequence thereof and shall forthwith make good at the expense of the Company any such damage or injury and in the event of the Company failing so to do the undertakers may make good such damage or injury and the reasonable expenses thereof as certified by the engineer of the undertakers shall be repaid to the undertakers by the Company on demand :
- (12) Any difference arising under this section shall be determined by a single arbitrator to be appointed by the Board of Trade on the application of either party.

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For protec-  
tion of Hull  
Barnsley &c.  
Railway  
Company.

16. With respect to Railway No. 9 the following provisions shall have effect for the protection and benefit of the Hull Barnsley and West Riding Junction Railway and Dock Company (hereinafter in this Act called "the Hull and Barnsley Company") unless otherwise agreed between the Company and the Hull and Barnsley Company in writing under their respective common seals:—

(1) Railway No. 9 so far as the same will affect the railways or lands of the Hull and Barnsley Company at the proposed crossing thereof shall be constructed only in accordance with plans sections and specifications to be previously submitted to and reasonably approved by the Hull and Barnsley Company and shall be executed to the reasonable satisfaction of the engineer of that company:

(2)—(A) The Company shall carry Railway No. 9 over the Hull and Barnsley Company's Railway by means of a girder bridge having a clear span of not less than twenty-eight feet measured on the square and a clear headway throughout of not less than fifteen feet above the surface of the rails of the Hull and Barnsley Company's Railway and the Company shall for ever maintain the said headway above the level of the existing rails;

(B) If and when the Hull and Barnsley Company widen their said railway the Company shall if requested by the Hull and Barnsley Company so to do extend the aforesaid bridge either by constructing an additional span of twenty-six feet to permit of two extra lines of way or by two additional spans of sixteen feet to permit of one extra line on either side of the existing lines of the Hull and Barnsley Railway and in extending the said bridge intermediate piers of steelwork not more than two feet wide shall be substituted for the abutments of the first bridge and the foregoing provision of this subsection with respect to headway shall apply to such extension:

(3) The Company shall at all times maintain the bridge and other works by which Railway No. 9 is carried across the railways sidings or other works of the Hull and Barnsley 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 Hull and Barnsley 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 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 :

- (4) The Company shall not without in every case the previous consent of the Hull and Barnsley Company in writing under their common seal use enter upon or interfere with any land railway siding or other work from time to time belonging to that company except only so far as shall be necessary for the purpose of making and maintaining Railway No. 9 as the same is according to this section to be constructed :
- (5) With respect to any land of the Hull and Barnsley 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 Hull and Barnsley 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 :
- (6) The Company shall not in the execution of any of their works obstruct or interfere with the free uninterrupted and safe use of any railway siding or other works of the Hull and Barnsley Company or any traffic thereon :
- (7) The Company shall bear and on demand pay to the Hull and Barnsley Company the reasonable 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 person in the employ of the Company or of their contractors with reference thereto :
- (8) If by reason of the execution of any of the works by this Act authorised 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 any railway siding or other works of the Hull and Barnsley Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense

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or in the event of their failing so to do then the Hull and Barnsley Company may make good the same at the cost of the Company And if any interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Hull and Barnsley Company by reason of any of the matters or causes aforesaid the Company shall pay to that company all costs and expenses to which that company may be put as well as full compensation for the loss or inconvenience sustained or incurred by them by reason of any such interruption :

(9) The Hull and Barnsley Company may either on their own lands or on the lands of the Company erect from time to time such new signals or make such alterations of existing signals as may be necessary for the prevention of danger to or interference with the traffic at and near the said proposed crossing The working and management of such signals shall be under the exclusive regulation of the Hull and Barnsley Company and all the reasonable expenses of so altering any existing signals and of erecting working and maintaining such new signals as well as any additional cost in the working or maintenance of such altered signals shall be repaid by the Company to the Hull and Barnsley Company :

(10) If any difference shall arise between the Company and the Hull and Barnsley 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 determined by arbitration in the manner prescribed by the Railway Companies Arbitration Act 1859.

For further protection of Hull Barnsley &c. Railway Company.

**17.** If the Company give notice to the Hull and Barnsley Company that they require to enter upon take or use any portion of the property of that company which is coloured pink upon the plan signed by Richard Pawley on behalf of the Hull and Barnsley Company and William John Cudworth on behalf of the Company they shall if so required by the Hull and Barnsley Company by notice in writing given within one month after the receipt of notice from the Company as aforesaid purchase the whole of the property so coloured pink on the said plan and the provisions of the Lands Clauses Acts shall extend and apply to such purchase in all respects as if the whole of the said property had been delineated on the deposited plans and described in the deposited books of reference and such purchase shall be treated on the basis of a purchase of lands otherwise than by agreement under those Acts.

18.—(1) Any bridge which the Company may build to carry Railway No. 14 across the River Hull at Sculcoates shall have two movable spans of fifty feet each divided by a central pier of not more than thirty-five feet six inches diameter and in building such bridge the Company shall not above the dredging depths hereinafter referred to encroach upon the waterways of the said spans more than twelve inches in each case from the abutments and twelve inches from each side of the central pier for the purposes of providing protection for the said bridge and works.

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As to bridge  
over River  
Hull.

(2) All abutments walls piling piers or other parts of the bridge to be built within the waterway of the said river or upon the banks upon either side shall be constructed in such manner and at such depth as shall permit of the dredging at any time by the drainage authorities at the cost of the Company of the bed of the said river to a depth of eight feet below Ordnance datum over the whole area of the western span and also from the same depth at the east side of the centre pier to a depth of eleven feet above Ordnance datum at the eastern abutment over the whole area of the eastern span. Provided that the drainage authorities may at their own cost dredge the eastern span to a level from eight feet below Ordnance datum at the east side of the centre pier to Ordnance datum at the eastern abutment and may also dredge the bed of the river to these depths adjoining the bridge.

(3) In connection with the construction of the said bridge the Company may at any time erect a river wall of timber or other material to the full extent of their property on the west side of the river in the position shown on the plan signed by William John Cudworth William Evans and William Samuel Lackland and the abutment of the western span of the bridge shall coincide with the line of the said river wall. Provided that if and when the Company build the said bridge they shall construct the said river wall for a length of eighty feet above the bridge and below the bridge to the extent of the Company's property abutting upon the said river and shall dredge or remove the western river bank along the said portions of river wall and through the bridge to a level of four feet below Ordnance datum and shall dredge or remove the river bank to the same depth along the remaining length of the said river wall when completed and shall connect up the eastern flood banks to the slopes of the railway embankment in the manner shown upon the said plan.

(4) So soon as the said bridge is completed and the said Railway No. 14 open for traffic the Company shall proceed to

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(5) The Company shall in constructing the said bridge cause as little obstruction as is reasonably possible to the stream of the said river.

(6) The Company may put down and maintain at a depth not less than two feet below the dredging depths hereinbefore mentioned hydraulic mains pipes electric mains wires and subways for the same and may erect and maintain electric mains and wires at an elevation of not less than one hundred and thirty feet above Ordnance datum over the said waterways of the proposed bridge.

(7) Drawings of the bridge so far as the same shall affect the waterway of the said river shall be submitted to the respective engineers of the Commissioners of Sewers for east parts of the east riding of the county of York the Commissioners of the Beverley and Barmston Drainage and the Trustees of the Holderness Drainage for approval by them respectively before any work is commenced which approval shall not be unreasonably withheld and any difference which may arise between either of the said bodies of commissioners or the said trustees respectively on the one hand and the Company on the other hand with reference to such drawings shall be referred to and settled by an engineer to be appointed (unless otherwise agreed upon) by the Board of Trade upon the application of either of the parties whose award shall be final and conclusive as between all parties mentioned in this subsection.

For protection of  
Algernon  
Heber Percy  
and his  
trustees.

19. Notwithstanding anything in this Act to the contrary contained the following provisions for the protection and benefit of Algernon Heber Percy of Hodnet Hall Hodnet in the county of Salop who is tenant for life or otherwise interested in certain estates situate in the parish of Airmyn near Goole in the county of York and who is hereinafter in this section referred to as "the owner" and which estates are hereinafter in this section referred to as "the estate" shall unless otherwise agreed in writing between the owner and the Company apply and have effect in the event of and in relation to the exercise by the Company of the powers of this Act affecting the estate (that is to say):—

(1) Railway No. 9 between the termination thereof and Rawcliffe Road shall be constructed so as to pass between the house known as Percy Lodge and the Firth Drain and the owner shall sell to the Company so much of his land lying between the Firth Drain and the limits of deviation shown on the deposited plans as they shall require to take

for the purpose of so constructing Railway No. 9. Provided that the eastern boundary of the land so taken by the Company shall be to the west of and at least forty feet distant from the cottages situate at the south-west corner of Percy Lodge Grounds. Provided also that the Company shall not under the powers of this Act acquire any part of the estate lying within seven chains of the existing railway of the Lancashire and Yorkshire Railway Company and shall so far as Railway No. 9 runs parallel or nearly parallel with that railway purchase all the land of the owner lying between Railway No. 9 and the land purchased or to be purchased from the owner by the Lancashire and Yorkshire Railway Company under the powers of the Lancashire and Yorkshire Railway (Various Powers) Act 1902 (hereinafter in this section referred to as "the Act of 1902"):

(2) The Company shall make and maintain to the reasonable satisfaction of the owner the following level crossings with proper gates and approaches:—

- (A) A level crossing to connect the homestead of Howpe Farm with the severed portions of the lands numbered on the deposited plans 4 and 5 in the parish of Airmyn;
- (B) Two level crossings to connect the severed portions of the estate lying south of the Rawcliffe Road:

(3) The Company shall carry Railway No. 9 over the road called "Key Lane" numbered on the deposited plans 6 in the parish of Rawcliffe by a bridge with a headway of not less than nine feet:

(4) The Company shall not execute any works or do anything that will prejudicially interfere with the warping drain of Howpe Farm and if and whenever any part of the estate shall be warped by means of the tidal waters from the River Aire such waters shall upon such terms and conditions as shall failing agreement between the Company and the owner be determined by arbitration as hereinafter provided be allowed to flow through an arch or culvert to be provided by the Company to the reasonable satisfaction of the owner under the said Railway No. 9 and up to such railway on both sides thereof. Provided that such warping shall be so carried out as not to prejudicially affect the railway or the traffic thereon:

(5) Until the new warping and drainage clough and outfall and the drain in connection therewith referred to in section 10 (5) of the Act of 1902 or any works which the owner

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may agree to accept in substitution therefor shall have been constructed Railway No. 9 shall not be constructed across or over the old drain numbered on the deposited plans 24 in the parish of Airmyn in such a way as to prejudicially interfere with the use of the same for warping purposes but when the said new warping and drainage clough and outfall and the drain in connection therewith or such substituted works as aforesaid shall have been duly completed the Company may enclose the portion of the said old drain running through the lands acquired from the owner by the Company in a culvert such culvert to have a sectional area of not less than twenty square feet and to be of a width of not less than three feet six inches for such portion as is below the springing of the arch and above the springing of the invert and to be constructed at such level and in such manner as shall be agreed between the Company and the owner or in default of agreement settled by arbitration. Such culvert and the said drain within the lands acquired from the owner by the Company shall be maintained cleansed and kept in repair by the Company and the owner or any person authorised by him may at their own risk and at any reasonable time enter upon the lands of the Company for the purpose of examining the condition of such culvert and drain :

- (6) If any portion of Railway No. 9 shall be constructed eastward of the road known as Percy Lodge Road the Company shall carry the same over the said road by a level crossing not less than eighteen feet wide which shall be available for all descriptions of traffic and shall have suitable gates and approaches. Provided that if the Lancashire and Yorkshire Railway Company make the bridge or viaduct over the lands and railways of that company as mentioned in section 10 (3) (A) of the Act of 1902 and in so doing alter the level of the said road so that it cannot be conveniently crossed on the level by Railway No. 9 then the Company shall carry the said road over Railway No. 9 by a bridge and shall connect the same with the said bridge or viaduct of the Lancashire and Yorkshire Railway Company on the same or as far as reasonably practicable an equally convenient level and shall upon their own land and on the estate do all works and things reasonably necessary to enable the owner and his tenants to conveniently use the two bridges as a means of passing from the estate over Railway No. 9 and over the said lands and railways of the Lancashire

and Yorkshire Railway Company The road on the said bridge over Railway No. 9 and the approach or approaches thereto shall be not less than eighteen feet wide between the fences or parapets and shall be stoned or metalled on a properly prepared foundation for a width of ten feet and if the user of the said road shall be found to be inconvenient by reason of its being stoned or metalled for the width of ten feet only the Company shall at the request of the owner forthwith stone or metal the remaining width of eight feet The approach or approaches to the said bridge shall have gradients not steeper than one in twenty-five Such portion of the said road and approaches as shall be upon the land taken by the Company under this Act shall be maintained by them and the remainder shall be maintained by the owner Provided further that if the construction of such bridge by the Company or any of the other works by this Act authorised interferes with the convenient access from the estate to the siding to be known as Lord Beverley's siding mentioned in section 10 (4) of the Act of 1902 the Company shall provide a reasonably convenient access to such siding and to the carting space adjacent thereto either by means of or in connection with the access and approaches thereto to be made by the Lancashire and Yorkshire Railway Company in pursuance of the said section or otherwise :

- (7) Nothing in this Act contained shall entitle the Company to use or to acquire the right of using except with the consent of the owner the road known as Percy Lodge Road :
- (8) The provisions in this section contained for the benefit of the owner shall enure to the benefit of the person or persons for the time being owning or being otherwise interested in the estate or any part thereof and his and their lessees and tenants and nothing in this section shall prejudice any rights which the owner or his lessees or tenants would have apart from this section under any of the Acts incorporated with this Act :
- (9) If any dispute shall arise between the owner and the Company as to any of the provisions of this section or the mode of giving effect thereto or as to the provision by the Company of any accommodation works not hereby provided for the same shall be settled by an engineer to be agreed upon or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers.

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For protection of William Smith.

**20.** With respect to Railway No. 12 the Company shall not under the powers of this Act acquire any lands in the parish of Airmyn belonging to William Smith of Potter Grange except with his consent.

Permanent lights on works.

**21.** The Company shall at the outer extremity of their works below high water exhibit and keep burning from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade shall from time to time direct.

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

Lights on works during construction.

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

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

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

**23.** 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 as a Crown debt or summarily.



24. The following provisions for the protection and benefit of the mayor aldermen and citizens of the city and county of Kingston-upon-Hull (in this section called "the corporation") shall unless otherwise agreed in writing between the Company and the corporation have effect in connection with the construction of Railway No. 14 (that is to say):—

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For protec-  
tion of Hull  
Corporation.

- (1) Notwithstanding anything shown on the deposited plans and sections the Company shall construct that part of Railway No. 14 which is intended to cross the public road called Wincolmlee on the level (in this section called "the substituted crossing") with not more than two lines of rails and in such a manner that the level of the rails shall be as near the level of the existing level crossing as is reasonably practicable and shall not in any case be more than twelve inches above such existing level without the written consent of the corporation and the Company shall alter the level of the road so that it shall correspond with the level of the rails and the gradient of the road shall in no case be steeper than one in thirty. The Company shall permit the city engineer to have such inspection of the detailed plans sections and specifications as may be necessary for the purpose of ascertaining that the proposed level of the rails is not higher than is reasonably practicable:
- (2) The Company shall construct and maintain a suitable footbridge for foot passengers over the railway at the substituted crossing in lieu of the footbridge at the existing crossing:
- (3) The clear space between the gates of the substituted crossing when the same are open for road traffic shall be not less than twenty-six feet:
- (4) The Company shall throw into Wincolmlee so much of their land as shall be necessary to make the street not less than twenty-six feet wide for a distance of seventeen yards northward of the centre line of the substituted crossing as shown on the deposited plans of Railway No. 14 and south of the crossing to the full extent of the Company's present property adjoining the east side of Wincolmlee:
- (5) On the completion and opening for public traffic of Railway No. 14 the Company shall abandon and discontinue the use of the existing level crossing over Wincolmlee and shall remove the rails therefrom:
- (6) The Company shall if desired by the corporation construct along the new bridge carrying Railway No. 14 over the River Hull and maintain a footway for public use not less than six

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feet wide with a proper and convenient approach at the west end from Wincolmlee and at the east end from the footpath mentioned in the next subsection. The fencing and surface formation of the footway and approaches shall be executed to the satisfaction of the city engineer and the corporation shall pay the additional cost which may be incurred by reason of the construction and maintenance of such footway and approaches. The Company shall so work the bridge during the working hours of the railway as not to cause unreasonable inconvenience or delay to foot passengers desiring to use it :

(7) The Company shall sell to the corporation such land of the Company as may be necessary to enable the corporation to construct a public footway (which they are hereby authorised to construct) on the north side of Railway No. 14 not more than eight feet wide from the east end of the bridge to Stoneferry Road. The purchase money of such land if not agreed between the Company and the corporation shall be determined by an engineer to be appointed by the Board of Trade as hereinafter provided :

(8) If any difference shall arise between the Company and the corporation as to the true intent and meaning of any provisions of this section or as to the mode of giving effect thereto the same shall be referred to and settled by an engineer to be appointed (unless otherwise agreed upon in any case) by the Board of Trade upon the application of either of the parties in difference.

Abandonment of portions of existing railways.

**25.** On the completion and opening for public traffic of Railway No. 1 Railway No. 3 and Railway No. 14 respectively the Company may abandon and discontinue the maintenance of the following portions of their railway (that is to say) :—

So much of their Morpeth Branch as lies between the points of commencement and termination of the proposed alteration and deviation thereof ;

So much of their Northallerton and Hawes Railway as lies between the Castle Hills Inner Junction Signal Box and the junction of that railway with the Company's York and Newcastle Railway at the Castle Hills Signal Box ;

So much of their Victoria Dock Railway as lies between the points of commencement and termination of Railway No. 14 :

And the Company may sell or dispose of or hold and use and apply to the purposes of their undertaking the lands forming the site of any part of the portions of railways so abandoned:

Provided that all Post Office telegraphs existing on along or across the portions of railways to be abandoned and discontinued as aforesaid shall be removed therefrom to the said Railway No. 1 Railway No. 3 and Railway No. 14 respectively by this Act authorised at the Company's expense before the said portions of railways or any part thereof are or is abandoned and discontinued as aforesaid.

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

Period for completion of railways.

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

Imposing penalty if railways not opened within period limited.

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

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

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

**28.** 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

Providing for application of penalty.

A.D. 1903. other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway in respect of which the penalty has been incurred or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of such railway and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit.

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

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

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

to pay and the urban authority shall divide among the owners for the time being other than the Company the amount so paid by the Company to the urban authority less the cost and expenses attendant upon such division in such proportion as shall be settled by the said surveyor whose decision shall be final and conclusive Provided that this section shall not apply to any street existing at the date of the passing of this Act.

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

Further works to be made by Company.

In the city and county borough of Newcastle-upon-Tyne in the county of Northumberland—

They may in the parish of Saint Nicholas and parish or parochial chapelry of Saint John make a new road commencing at a point in Forth Banks opposite its junction with Forth Street and terminating in the parish of Westgate by a junction with the public street at the south-west corner of the Royal Infirmary grounds So soon as the said new road is completed and opened to the public all rights of way over so much of the road called Forth Banks as is shown by a pink colour on the plan signed by Henry Kimber the Chairman of the Committee to which the Bill for this Act was referred shall be and are hereby extinguished:

In the county of Durham—

They may in the parish of Evenwood and Barony make a new footpath on the north side of and adjoining their Barnard Castle and Bishop Auckland Railway from where the public road called Gordon Lane passes under that railway to the footpath level crossing over the said railway at Station Row;

They may in the parish of Stranton stop up and discontinue the footpath which crosses their Stockton and Hartlepool Railway on the level at Tofts Farm and may carry the same over the said railway by a bridge.

**31.** For the protection and benefit of the mayor aldermen and citizens of the city and county of Newcastle-upon-Tyne (in this

For protection of corporation of

A.D. 1903.  
—  
Newcastle-  
upon-Tyne.

section called "the corporation") the following provisions shall have effect (that is to say) :—

- (1) The Company shall make the new road in the said city and county authorised by the section of this Act the marginal note whereof is "Further works to be made by Company" fifty feet in width except such part of the said new road as shall be under the bridge carrying the Company's present railway and the railway authorised by the North Eastern Railway Act 1899 over the said new road :
- (2) The Company may delay the completion of that part of the said new road which is now occupied by the site of a portion of the infirmary building until that portion of the said building has been removed :
- (3) The Company shall so construct and maintain the said bridge as to prevent as far as reasonably practicable the dropping or running of water therefrom upon any part of the road or footpaths beneath or adjoining such bridge :
- (4) The Company shall construct the outer face of the abutments of the said bridge with white glazed bricks :
- (5) The Company shall efficiently light the roadway and footpaths under the said bridge :
- (6) The Company shall paint white the underside of the girders of the said bridge and shall repaint the same and at all times keep clean the abutments of the said bridge to the reasonable satisfaction of the city engineer :
- (7) The Company shall pave the road under the said bridge with hard wood blocks :
- (8) The Company shall in addition to the said new road so authorised as aforesaid make another new road thirty feet wide commencing in the aforesaid new road at a point about fifty yards from its junction with Forth Banks and terminating by a junction with Forth Banks at a point immediately above the portion of that street coloured pink upon the plan referred to in the said section the marginal note whereof is "Further works to be made by Company" :
- (9) The corporation shall sell to the Company so much of their land as shall be required for the making of the said additional new road at such price as in default of agreement shall be settled by arbitration in manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement :

Provided that in such arbitration the corporation shall not make any claim for addition to the purchase money by way of compulsory sale nor for injurious affection to the remaining land of the corporation by reason of the stopping up of Forth Banks :

- (10) The said additional new road shall when completed to the reasonable satisfaction of the corporation and opened to the public be maintained by the corporation and the corporation shall pay to the Company one half of the cost of the works of construction of the said additional new road :
- (11) Whenever it may be necessary to intercept or interfere with any sewer or drain of the corporation 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 and efficiency 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 the existing system of sewers Provided that if the corporation shall require a sewer or drain to be constructed of greater capacity than the one so intercepted or interfered with the additional expense caused thereby shall be borne by them :
- (12) Subject to the provisions of subsection (10) of this section all works to be executed by the Company under this section or in any way affecting the streets in the city or the property of the corporation shall be so executed at the cost in all respects of the Company and under the superintendence if given and to the reasonable satisfaction of the city engineer and the cost of such superintendence as aforesaid shall be paid by the Company The said works when respectively commenced shall be completed with all reasonable despatch and so as not to obstruct or interfere with the traffic of the streets more than is necessary :
- (13) 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 :
- (14) If any difference arises between the Company and the corporation touching this section or anything to be done or not to be done thereunder such difference shall be settled by a single arbitrator to be appointed (unless otherwise agreed on) by the Board of Trade on the application of either party.

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Power to  
Company to  
purchase  
additional  
lands.

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

In the county of Durham—

Certain lands in the county borough of Gateshead situate on the south side of and adjoining the Company's Newcastle and Sunderland Railway between Southey Street and Hylton Street and in connection therewith the Company may extend the bridge and approaches carrying St. James Road over that railway :

Certain lands in the urban district of Blaydon situate on the south side of the Company's Newcastle and Carlisle Railway and adjoining the sidings west of Blaydon Station :

Certain lands in the county borough of Sunderland situate on the east side of and adjoining the Company's Newcastle and Sunderland Railway and lying between that railway and Back North Bridge Street at Monkwearmouth Station :

Certain lands in the urban district of Tanfield forming the site of so much of the Company's Tanfield Branch Railway as is situate between a point about three hundred yards south-west of where the public road from Tanfield to Shield Row crosses that railway and a point about two hundred yards north-east of that road at East Tanfield Colliery :

Provided that nothing in this Act contained shall authorise the extinguishment of any public right of way over the level crossing of the road from Shield Row to Tanfield shown on the deposited plans in the urban district of Tanfield :

Certain lands in the parish of Billingham situate on the east side of and adjoining the Company's Haverton Hill to



Billingham Beck Railway and on the south side of and adjoining the public road connecting Haverton Hill and Billingham and in connection therewith the Company may construct an additional arch under the said public road on the east side of the existing arch which carries the said road over the said railway :

Certain lands in the parish of Norton situate on the south side of and adjoining the Company's Stockton and Hartlepool Railway between Billingham Beck and the Mill Race.

In the county of Northumberland—

Certain lands in the urban district of Benwell and Fenham situate on the north side of and adjoining the Company's Newcastle and Carlisle Railway at Elswick Station :

Certain lands in the urban district of Benwell and Fenham situate on the north side of and adjoining the Company's Newcastle and Carlisle Railway between the bridge carrying that railway over the Scotswood Road at Paradise Cement Works and the road at Old Delaval Colliery :

Certain lands in the parish of Corbridge situate on the north side of and adjoining the Company's Newcastle and Carlisle Railway at Corbridge Station.

In the north riding of the county of York—

Certain lands in the county borough of Middlesbrough and in the urban district of Ormesby adjoining and situate between Cargo Fleet Road the Cleveland Chemical Works the Tees Side Bridge and Engineering Works Langbaugh Place the Company's Cargo Fleet Timber Yard and the property on the north side of Telford Street :

Certain lands in the borough of Thornaby-on-Tees and the parish of Linthorpe situate on the north side of and adjoining the Company's Darlington and Saltburn Railway between Thornaby Iron Works and the Old River and also on the south side of and adjoining the said railway between Thornaby Station sidings and Oswald Terrace :

Provided that the Company shall not enter upon or take such part of the said lands (if any) as belong to the Tees Conservancy Commissioners unless and until the Company shall have paid to the Tees Conservancy Commissioners in respect thereof such compensation as shall in default of agreement be settled by arbitration in accordance with the provisions of the Lands Clauses Acts :

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Provided also that any bridges which the Company shall construct across Stainsby Beck shall be of a headway and span not less than those of the bridge carrying the Company's Darlington to Saltburn Railway over such beck and shall be in such position as failing agreement between the Company and the Tees Conservancy Commissioners shall be determined by an arbitrator to be appointed by the Board of Trade on the application of either of the parties in difference :

Certain lands in the parishes of North Otterington South Otterington and Romanby situate partly between the Company's Leeds and Stockton and York and Newcastle Railways partly adjoining and on the east side of the latter railway and partly adjoining and on the west side of the former railway and extending from and including the Otterington Hall Estate to the Company's lands in the fork between the aforesaid railways and in connection therewith the Company may stop up the existing bridle road between the point where it crosses on the level the Company's York and Newcastle Railway and the point where it joins the Northallerton and Boroughbridge Road Provided that when the Company stop up such level crossing and bridle road they shall provide a substituted level crossing and shall dedicate to the public for the purposes of a bridle road a strip of land twelve feet wide with a fence on each side and nine feet gates in the line indicated on the east side of the said York and Newcastle Railway in red upon the plan signed by A. Kaye Butterworth and W. Fowle and thence in a westerly direction within the limits of deviation shown upon the said plan to the said Northallerton and Boroughbridge Road but so that the said bridle road shall not at any point be taken alongside the said railway :

Certain lands in the urban district of Scalby and the borough of Scarborough situate on the west side of and adjoining the Company's Scarborough and Whitby Railway between Manor Road and Coldyhill Bridge and on the east side of and adjoining that railway between Hibernia Street and Manor Road and between the cemetery and Coldyhill Bridge.

In the west riding of the county of York—

Certain lands in the parishes of Hillam and Monk Fryston situate on the west side of and adjoining the Company's

York and Normanton Railway between Hiliam Gates and the public road leading from Leeds to Monk Fryston :

Certain lands in the urban district of Horsforth situate on the west side of and adjoining the Company's Leeds and Stockton Railway at Horsforth Station extending from Station Road to a point about 510 yards northward from that road along the said railway :

Certain lands in the parish of Ulleskelf situate on the west side of and adjoining the Company's York and Normanton Railway and extending from Ulleskelf Station to about the  $9\frac{1}{2}$  mile-post on that railway from York :

Certain lands in the parish of Kirk Fenton situate on both sides of and adjoining the Company's York and Normanton Railway near Barkston Junction :

Certain lands in the parish of Sherburn situate on both sides of and adjoining the Company's Sherburn Branch Railway between Green Lane and Gascoigne Wood Junction and certain lands in the parishes of Sherburn and South Milford situate on both sides of and adjoining the Company's Leeds and Selby Railway between the western boundary of the Company's York and Normanton Railway and Gascoigne Wood Junction.

In the city and county borough of York and in the west riding of the county of York—

Certain lands in the parish of Dringhouses Without situate on both sides of and adjoining the Company's York and Normanton Railway being part of the Hobmoor Brick Works and fields.

In the east riding of the county of York—

Certain lands in the parish of Blacktoft situate on the south side of and adjoining the Company's Hull and Doncaster Railway between Staddlethorpe Station and Bellasize Lane and certain lands in the parish of Bellasize situate on the south side of and adjoining the Company's Hull and Selby Railway at Bennetland Crossing :

Certain lands in the parish of Goxhill situate on the south-east side of and adjoining the Company's Hull and Hornsea Railway at Goxhill Station :

Certain lands in the parish of Sutton Without situate on the south-east side of and adjoining the Company's Hull and Hornsea Railway at Sutton Station and extending therefrom for a distance of about 500 yards in a north-easterly direction :

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Certain lands in the parish of Ellerby situate on the south-east side of and adjoining the Company's Hull and Hornsea Railway at the south end of Burton Constable Station sidings :

Certain lands in the urban district of Great Driffeld situate on the north side of and adjoining the Company's Driffeld Station sidings east of Wandsford Road :

Certain lands in the parish of Patrington situate on the south side of and adjoining the Company's Hull and Withernsea Railway at Patrington Station :

Certain lands in the parish of Hollym situate on the south-east side of and adjoining the Company's Hull and Withernsea Railway near Hollym Gate Cottages :

Certain lands in the parish of Keyingham situate on both sides of and adjoining the Company's Hull and Withernsea Railway at Keyingham Station :

Certain lands in the parish of Owthorne and in the urban district of Withernsea situate on both sides of and adjoining the Company's Hull and Withernsea Railway between Withernsea Station and the seventeenth mile post from Hull on that railway.

In the city and county borough of Kingston-upon-Hull in the east riding of the county of York —

Certain lands in the parish of Holy Trinity and Saint Mary situate between Blackfriargate and Russell's Square including the houses on the south side of Russell's Square.

For protection of corporation of Gateshead.

**33.** For the protection of the mayor aldermen and burgesses of the borough of Gateshead (in this section called "the corporation") the following provisions shall unless otherwise agreed between the Company and the corporation be observed and carried into effect (that is to say) :—

- (1) Before interfering with any part of the existing back streets numbered on the deposited plans 13 and 22 in the borough of Gateshead the Company shall cause sufficient streets sixteen feet wide to be made in lieu thereof to the reasonable satisfaction of the corporation and dedicated to the public use for the purpose of connecting at their northern ends Southey Street and Back Belgrave Street and Back St. James Road and Hylton Street respectively and the intermediate streets in lieu of the said existing streets and in a position as near as may be to the sites of those

streets respectively consistent with the construction of the intended works of the Company : A.D. 1903.

(2) The Company shall not alter remove displace or interfere with any sewers belonging to the corporation in the said streets or the access thereto until they have first constructed in lieu thereof and made ready for use to the reasonable satisfaction of the corporation good and sufficient sewers with all necessary examining shafts and manholes under and along the centres of the said new streets and have connected such new sewers with the existing outfall sewers which pass under the Newcastle and Sunderland Railway of the Company opposite Railway Terrace and Cowper Street and with the existing sewers in the said several streets between Southey Street and Back Belgrave Street and between Back St. James Road and Hylton Street respectively :

(3) In every case where the Company acquire and take down any house so as to expose the party wall of the adjacent house they shall construct an external wall in lieu of such party wall of the thickness required by the byelaws of the corporation with respect to new streets and buildings :

(4) The Company shall make good all damage done to any streets and sewers in the said borough in the exercise of the powers by this Act conferred upon them and shall make full compensation to all parties for any loss or damage which they may sustain by reason of any interference with the said streets and sewers :

(5) Any difference which may arise between the corporation and the Company in the carrying out of the provisions of this section shall be determined by a single arbitrator to be appointed failing agreement between the parties by the President of the Institution of Civil Engineers on the application of either of the parties in difference.

**34.** For the protection of the main sewer of the mayor aldermen and burgesses of the borough of Middlesbrough (in this section called "the corporation") laid in and through the lands authorised by this Act to be acquired by the Company in the borough of Middlesbrough and in the urban district of Ormesby for the purposes of their undertaking the following provisions shall unless otherwise agreed between the corporation and the Company be observed and have effect (that is to say) :—

For protec-  
tion of sewer  
of corpora-  
tion of Mid-  
dlesbrough.

(1) No buildings shall be erected upon over or across the said main sewer or any manhole or penstock or upon over or across any diversion or alteration of the said main sewer

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without the consent in writing of the corporation which consent shall not be unreasonably withheld :

- (2) If in the execution of the works by this Act authorised the Company shall require to raise the surface of the said lands they shall make all such alterations of the manholes and penstock as shall be reasonably necessary and such works shall be carried out by the Company under the superintendence and to the reasonable satisfaction of the borough engineer and in accordance with plans sections and specifications to be submitted to and approved of by him or in case of dispute determined by arbitration as hereinafter provided before the work is commenced :
- (3) In executing any works by this Act authorised the Company shall not injure the said main sewer :
- (4) If in the exercise of the powers of this Act the Company shall consider it necessary to alter or divert the said main sewer such alteration or diversion shall be carried out by the Company under the superintendence and to the reasonable satisfaction of the borough engineer and in accordance with plans sections and specifications to be submitted to and approved of by him or in case of dispute determined by arbitration as hereinafter provided before the work is commenced and when completed the same shall be vested in and belong to the corporation :
- (5) If the borough engineer shall not within one month from the receipt of any plans sections and specifications submitted to him under the provisions of this section express his disapproval thereof he shall be deemed to have approved of the same and the works shall be carried out in accordance with such plans sections and specifications :
- (6) The Company shall at all times after they have acquired the said land allow the corporation their officers and servants appointed for that purpose access to the said main sewer and to any alteration or diversion thereof for the purpose of repairing the same :
- (7) If any difference shall arise between the Company or their engineer on the one hand and the corporation or the borough engineer on the other hand with respect to the nature or position or mode of construction of any works to be executed by the Company or the sufficiency or efficiency of such works or as to any plans sections or specifications or touching any other question arising under this section the same shall be referred to arbitration under the provisions of the Arbitration Act 1889.

35. Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Scarborough (in this section called "the corporation") shall apply and have effect (that is to say):—

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For protec-  
tion of Scar-  
borough  
corporation.

- (1) If and when the Company acquire under the powers of this Act any lands at Scarborough belonging to the corporation or to the Commissioners of Woods and Forests the Company shall construct a bridge and fences (including the abutments and wing walls) between the points marked A A on the plan signed by William John Cudworth on behalf of the Company and Harry William Smith on behalf of the corporation such bridge to be finished with kerbs and adequate means of drainage and left in such condition as to enable the corporation to carry by means of such bridge a new road forty feet wide over the railway of the Company and over any additional lines of railway which the Company may lay down on the said lands at or near the said points :
- (2) The corporation shall be entitled to carry water mains not exceeding twelve inches in diameter over the said bridge and in the construction of the said bridge due provision shall be made to enable such water mains to be so carried across :
- (3) The said bridge shall be in such position and of such mode of construction as shall be agreed upon between the Company and the corporation or in case of difference determined by arbitration :
- (4) The Company shall provide and deposit in position the earthwork for forming the two approaches to the said bridge and the corporation shall complete such approaches :
- (5) The Company shall maintain the structure of the said bridge and the corporation shall maintain the said road and approaches :
- (6) In addition to the said bridge the Company shall construct and thereafter maintain a footbridge five feet in width and with steps at either end in lieu of the footpath numbered on the deposited plans 38 in the urban district of Scalby :
- (7)— (A) The corporation may in addition to any moneys now borrowed by them or which they are now authorised to borrow or which they may be authorised to borrow under the provisions of any public Act borrow at interest with the approval of the Local Government Board such money as

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they may require for the purposes of this section and in calculating the sums which the corporation may borrow under any other enactment or by the order or sanction of any public department of State any sum they may borrow under this Act shall not be reckoned and the powers of the corporation as to borrowing and re-borrowing under this Act shall not be restricted by any of the provisions of the Public Health Acts ;

(B) Any moneys borrowed by the corporation under this Act and the interest payable thereon shall be respectively charged on the district fund and general district rate of the borough of Scarborough and shall be repaid within such period as the Local Government Board may prescribe ;

(c) The provisions of Part XI. of the Scarborough Corporation Act 1900 shall so far as the same are applicable apply to any moneys borrowed by the corporation under this Act :

(8) The corporation and the Company may by agreement alter or modify any of the provisions of this section or the mode in which the works therein referred to shall be executed but as regards the said bridge fences earthwork and approaches not without the consent in writing of the Commissioners of Woods and Forests :

(9) Any question which may arise between the corporation and the Company under the provisions of this section shall be determined under the provisions of the Arbitration Act 1889 by an engineer or other fit person appointed in default of agreement by the President of the Institution of Civil Engineers.

As to repair of roads where level not permanently altered.

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

Diversion and maintenance of roads and vesting site of roads stopped up.

**37.** The Company may divert alter or stop up in the manner shown upon the deposited plans and sections any road shown on the said plans as intended to be diverted altered or stopped up and when in each case the new portion of road is completed to the satisfaction of the local authority or in case of difference between the



Company and the local authority to the satisfaction of two justices and opened to the public all rights of way over so much of the existing road as will be rendered unnecessary by the new portion of road or as is shown on the deposited plans as intended to be diverted or stopped up shall be and the same are as from such completion and opening to the public hereby extinguished. A.D. 1903.

Every road diverted or altered under the powers of this section and every road made diverted or altered under the powers of the sections of this Act of which the marginal notes are "Further works to be made by Company" and "Power to Company to purchase additional lands" shall when completed to the satisfaction of the local authority or in case of difference between the Company and the local authority to the satisfaction of two justices and opened to the public be maintained by the local authority.

The site of so much of any existing road as is stopped up or discontinued as a road under or by virtue of the provisions of this Act shall from the date of such stopping up or discontinuance (subject to the provisions of the Railways Clauses Consolidation Act 1845 with regard to mines and minerals lying under or near to the railway) vest in and be held by the Company for the purposes of their undertaking so far as the same is or shall become bounded on both sides by lands of the Company.

In this section the word "road" includes any bridleway or footpath and the term "local authority" means with reference to any road the body or persons liable to maintain roads of the same nature and in the same district as the road in question.

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

**39.** The Company may in constructing the works authorised to be constructed by them by the sections of this Act of which the marginal notes are "Further works to be made by Company" and "Power to Company to purchase additional lands" deviate from the lines of any of the said works shown on the deposited plans to the extent of the limits of deviation marked on the deposited plans and deviate from the levels of any of the said works shown on the deposited sections to any extent not exceeding Power to deviate in construction of road works &c.

A.D. 1903. — two feet but not so as to increase the rate of inclination of any new or diverted road as shown on the said sections Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

Period for compulsory purchase of lands.

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

Power to owners to grant easements &c.

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

Owners may be required to sell parts only of certain properties.

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

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

- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions require to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to

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treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

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

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

Restrictions  
on displacing  
persons of  
labouring  
class.

**43.**—(1) The Company shall not under the powers of this Act purchase or acquire in any borough or other urban district and elsewhere than in any borough or urban district any parish ten or more houses which on the fifteenth day of December last were or have been since that day or shall hereafter be occupied either wholly or partly by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(A) Shall have obtained the approval 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 said fifteenth day of December or for such number of persons as the Local Government Board 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 Local Government Board for the carrying out of the scheme.

(2) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board 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 : A.D. 1903.

Provided that 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 Local Government Board 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 Local Government Board 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 Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom. Provided that the Court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section 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 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 :

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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 date of the scheme 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 Local Government Board may at any time dispense with all or any of the requirements of this subsection subject to such conditions (if any) as they may see fit.

(8) Notwithstanding anything to the contrary in section 157 of the Public Health Act 1875 the provisions of that section and of sections 155 and 156 of the same Act shall apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

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

(10) 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.

(11) Any houses purchased or acquired by the Company for or in connection with any of the purposes of this Act whether purchased or acquired in exercise of the powers conferred by this Act or otherwise and whether before or after the passing of this Act which may have been occupied by persons of the labouring class within five years before the passing of this Act and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board 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 Local Government Board are 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 Local Government Board they might have been sufficient to accommodate.

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

44. The limits within which the powers of the dock-master at the Company's Saint Andrew's Dock at Kingston-upon-Hull shall be exercised under and subject to the provisions of the Harbours Docks and Piers Clauses Act 1847 shall extend to a distance of two hundred yards measured in every direction riverward from the centre (in line with the river wall) of the entrance of that dock.

Limits of dock-master's authority at St. Andrew's Dock Hull.

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

Extending time for sale of superfluous lands.

46. The Company may appropriate and apply to all or any of the purposes or objects of this Act being purposes to which capital is properly applicable any of the moneys which under and by virtue of any existing Acts they have raised or are or may be authorised to raise and which may not be required for the purposes to which they are by those Acts made specially applicable.

Power to Company to apply funds to purposes of Act.

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

Power to Company to raise additional capital.

48. The new stock by this Act authorised shall unless otherwise provided by the terms of issue or creation thereof confer on

Rights of voting for new stock in

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—  
capital of  
Company.

the respective holders thereof the same rights of voting and qualifications as if such new stock were part of the existing stock of the Company.

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

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

As to disposal of new stock.

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

Power to borrow.

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

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

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

Receipt in case of persons not sui juris.

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

For appointment of a receiver.

**53.** Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by



the Company of arrears of principal money or interest or principal money and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision. A.D. 1903.

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

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

**55.** All moneys raised under this Act whether by stock or borrowing shall be applied only to the purposes of this Act or to the purposes of any other Act of the Company passed in the present session and to the general purposes of the Company being in each case purposes to which capital is properly applicable. Application of moneys.

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

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

**58.** Nothing herein contained shall authorise the Company to take use or in any manner interfere with any portion of the shore Saving rights of Crown.

A.D. 1903. — or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to the King's most Excellent Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose (which consent such Commissioners and such Board are hereby respectively authorised to give) neither shall anything herein contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the King's Majesty.

Provision as  
to general  
Railway  
Acts.

**59.** Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Costs of Act.

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

The SCHEDULE referred to in the foregoing Act. A.D. 1903.

DESCRIBING PROPERTIES WHEREOF THE OWNERS MAY BE  
REQUIRED TO SELL PARTS ONLY.

No. on deposited Plans.	Parish or other Area.	Description of Property as in the Books of Reference.
<b>RAILWAY NO. 1.—RAILWAY AT BEDLINGTON.</b>		
7	Urban district of Bedlingtonshire	Land clay pit brickworks and siding.
8	Do. do.	Field.
<b>RAILWAY NO. 9.—SELBY AND GOOLE RAILWAY.</b>		
25	Parish of Brayton - - -	Garden.
27	Parish of Drax - - -	Orchard.
28	Do. - - -	Cartshed.
<b>NEW ROAD AT FORTH STREET NEWCASTLE-UPON-TYNE.</b>		
3	City and county borough of Newcastle-upon-Tyne	Royal Infirmary grounds.
4	Do. do.	Do.
5	Do. do.	Do.
<b>ADDITIONAL LANDS AND ALLOCATION OF ST. JAMES ROAD GATESHEAD.</b>		
19	County borough of Gateshead -	Yard and outbuildings of the Queen's Hotel.
20	Do. do. -	Stable and yard.
<b>ADDITIONAL LANDS AT KEYINGHAM STATION.</b>		
1	Parish of Keyingham - - -	Fold yard.

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