



CHAPTER xl.

An Act to confer further powers upon the Great Northern Railway Company with respect to their own and other undertakings to provide for the incorporation of a Joint Committee of the Great Northern Railway Company and the Manchester Sheffield and Lincolnshire Railway Company the vesting in that Committee of an authorised Passenger Station at Nottingham and for other purposes. A.D. 1897.

[3rd June 1897.]

WHEREAS it is expedient that the Great Northern Railway Company (herein-after referred to as "the Company") should be authorised—

To make and maintain the railways and works herein-after described ;

To widen and improve certain portions of their railway ;

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

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

And whereas among the said railways by this Act authorised are certain railways described as new railways and deviations of railways which are either extensions of or substitutes for the Leen Valley Railways to which are applicable the rates and charges set forth in Scale II. of the Schedule to the Great Northern Railway Company (Rates and Charges) Order 1891 confirmed by the Great Northern Railway Company (Rates and Charges) Order Confirmation Act 1891 (herein-after referred to as "the Great Northern (Rates and Charges) Order") and it is expedient that the same scale be made applicable to the said railways by this Act authorised :

And whereas by the Great Northern Railway Act 1895 (herein-after referred to as "the Act of 1895") the Company were 58 Vict.
c. xxxvi.

A.D. 1897. — authorised to construct amongst other railways a certain railway in that Act called "Railway No. 3" (railway at Nottingham) and it is expedient that the Company be authorised to abandon a certain portion of that railway :

56 & 57 Vict.
c. cli. And whereas by the Hunslet Railway Act 1893 (herein-after referred to as "the Hunslet Act") the Hunslet Railway Company were incorporated and authorised to construct certain railways and other works (herein-after referred to as "the Hunslet Railway") in the West Riding of the county of York :

57 & 58 Vict.
c. lxxv. And whereas under the powers of the Great Northern Railway Act 1894 (herein-after referred to as "the Act of 1894") the Hunslet Railway is now vested in the Company and it is expedient that they should be authorised to make certain deviations of Railways Nos. 1 and 2 by the Hunslet Act authorised :

And whereas the powers for the compulsory purchase of lands for the purposes of the Hunslet Railway expired on the twenty-seventh day of July one thousand eight hundred and ninety-six and it is expedient that such powers should (except so far as relates to the said Railways Nos. 1 and 2 and the bridge with approaches over the River Aire described in section 5 of the Hunslet Act herein-after referred to as "the Aire Bridge") be revived and extended and that the period limited for the construction of the Hunslet Railway which will expire on the twenty-seventh day of July one thousand eight hundred and ninety-eight should be extended :

And whereas by the Act of 1894 the Company were authorised to construct certain railways at Finsbury Park and to acquire certain lands therefor and it is expedient that the periods respectively limited by that Act for such acquisition and for the completion of the said railways should be extended :

55 Vict.
c. cxxi. And whereas by the Great Northern Railway Act 1892 (herein-after referred to as "the Act of 1892") the Company were authorised to construct amongst other railways certain railways in this Act referred to as "extensions of Leen Valley Railway" :

56 & 57 Vict.
c. xcvi.
59 & 60 Vict.
c. cxxxviii. And whereas by the Great Northern Railway Act 1893 (herein-after referred to as "the Act of 1893") and by the Great Northern Railway Act 1896 (herein-after referred to as "the Act of 1896") the Company were empowered to abandon the construction of certain of the extensions of Leen Valley Railway and it is expedient that the time limited for the completion of the remainder of those railways should be extended :

And whereas it is expedient that the powers of the Company for the compulsory purchase of certain lands in the parish of Leeds which purchase was authorised by the Act of 1894 should be extended :

And whereas it is expedient that powers be conferred upon the Company to run over and use the portion of the London and North Western Railway herein-after described : A.D. 1897.

And whereas by the Royston and Hitchin Railway Act 1846 the Royston and Hitchin Railway Company (herein-after referred to as "the Royston Company") were incorporated and authorised to make a railway from Royston to Hitchin and by the Royston and Hitchin Railway Act Amendment 1847 the Royston Company were authorised to sell and transfer their undertaking to the Company : 9 & 10 Vict.
c. clxx.

And whereas by the Royston and Hitchin Railway Amendment (Shepreth Extension) Act 1848 the Royston Company were empowered to construct an extension of their authorised railway to Shepreth and to transfer that undertaking to the Company : 10 & 11 Vict.
c. ccxlviii.
11 & 12 Vict.
c. cxix.

And whereas by two indentures dated respectively the first day of August one thousand eight hundred and fifty and the twenty-fourth day of January one thousand eight hundred and fifty-three the original and the Shepreth extension undertakings respectively of the Royston Company were transferred to the Company in consideration of perpetual annual rents payable to the Royston Company and amounting together to sixteen thousand pounds whereof the sum of three hundred and fifty-five pounds is required for management expenses leaving the sum of fifteen thousand six hundred and forty-five pounds divisible among the shareholders of that company :

And whereas the Company and the Royston Company have agreed that the Company should apply to Parliament for the necessary powers for the conversion of the said rents into four per cent. guaranteed preference stock of the Company sufficient in amount to produce the said annual income of fifteen thousand six hundred and forty-five pounds and for the dissolution of the Royston Company :

And whereas the Company and the master governor and brethren of the West Retford Trinity Hospital have entered into an agreement bearing date the fourteenth day of December one thousand eight hundred and ninety-four for the sale each to the other of lands in the parish of Ordsall in the county of Nottingham belonging or reputed to belong to the Company and the said master governor and brethren respectively and it is expedient that such agreement be confirmed :

And whereas it would be for the benefit of the officers servants and other persons in the employment of the Company or who are directly or indirectly paid by them or are engaged in the conduct of their business either solely or jointly with other companies and the families of those persons if the Company were empowered to

A.D. 1897. establish savings banks and to make and enforce byelaws rules and regulations for and with reference to the conduct and management thereof :

35 & 36 Vict.
c. cxxviii.

And whereas under the powers of the Great Northern Railway (Various Powers) Act 1872 the Company have established two funds the one termed a superannuation fund for the payment of superannuation and retiring allowances and also allowances during disability from sickness or accident to the officers and servants of the Company being contributors to such fund and the other termed the Great Northern Railway Guarantee Fund for the purpose of providing a pecuniary guarantee to the Company for the good conduct of their officers and servants and it is expedient that the Company be authorised to extend the operation of those funds so that officers and servants of other companies bodies and persons engaged jointly with the Company may be admitted to the benefits of the said funds :

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

56 & 57 Vict.
c. i.

And whereas by an agreement made between the Manchester Sheffield and Lincolnshire Railway Company (herein-after called "the Sheffield Company") and the Company dated the thirtieth day of January one thousand eight hundred and ninety-two and scheduled to and confirmed by the Manchester Sheffield and Lincolnshire Railway (Extension to London &c.) Act 1893 it is provided amongst other things that the Company may elect to make a junction between their railway and the railway by the last mentioned Act authorised and to become joint owners with the Sheffield Company of the passenger station at Nottingham intended to be constructed by the Sheffield Company under the powers of that Act :

And whereas the Company have so elected and it is expedient that the joint station so to be constructed should be constituted a separate undertaking with a separate capital and should be vested in and managed by a joint committee of the Company and the Sheffield Company (herein-after called "the Committee") and that such Committee should be incorporated and empowered to raise the said capital by the creation and issue of a perpetual stock charged on the revenue of the Committee and guaranteed by the Company and the Sheffield Company and that other powers should be conferred on the Committee and on the said two companies in relation to the said undertaking :

And whereas it is expedient that the other provisions herein-after contained should be made: A.D. 1897.

And whereas plans and sections showing the lines and levels of the railways and other works authorised by this Act and the lands to be taken for the purposes thereof and plans of the additional lands authorised to be taken under the powers of this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of all such lands so far as those documents relate to lands in each county or division herein-after mentioned were duly deposited with the clerks of the peace for the West Riding of Yorkshire and for the counties of Bedford Derby Hertford Huntingdon Middlesex Northampton and Nottingham for the soke of Peterborough and for the parts of Holland the parts of Kesteven and the parts of Lindsey in Lincolnshire and the said documents are herein-after respectively referred to as the deposited plans sections and books of reference:

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

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

1. This Act may be cited as the Great Northern Railway Act Short title.
1897.

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

The Lands Clauses Acts;

The Railways Clauses Consolidation Act 1845; and

Part I. (Construction of a railway) and Part II. (Extension of time) of the Railways Clauses Act 1863.

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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The borrowing of money by the Company on mortgage or bond ;
 The conversion of borrowed money into capital ;
 The consolidation of shares into stock ;
 The general meetings of the Company and the exercise of the
 right of voting by the shareholders ;
 The making of dividends ;
 The giving of notices ; and
 The provision to be made for affording access to the special Act
 by all parties interested ;

and Parts I. II. and III. of the Companies Clauses Act 1863 relating
 respectively to the cancellation and surrender of shares to additional
 capital and to debenture stock shall be applicable to the capital and
 moneys hereby authorised to be raised by shares or stock or mortgage
 and to the proprietors thereof.

Interpreta-
tion.

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

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

Power to
make rail-
ways &c.

5. Subject to the provisions of this Act the Company may make
 and maintain in the lines and according to the levels shown on the
 deposited plans and sections the new railways deviations widenings
 of portions of their existing railways (including in such widening
 the altering and improving of and the laying down of additional
 lines of rails upon the said portions) and works herein-after described
 with all proper stations sidings approaches works and conveniences
 connected therewith respectively 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 new railways widenings deviations and works herein-before
 referred to and authorised by this Act are—

NEW RAILWAYS.

RAILWAYS AT NOTTINGHAM.

A Railway (No. 1) five furlongs seven chains in length wholly in
 the town and county of the town of Nottingham commencing

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—

in the parish of Sneinton by a junction with the Nottingham and Grantham Railway of the Company at a point on that railway about one hundred yards westward of the bridge carrying the said railway over the Nottingham and Lincoln Branch of the Midland Railway Company and terminating in the parish of St. Mary by a junction with Railway No. 3 (railway at Nottingham) authorised by the Act of 1895 at a point on the centre line of that railway as shown on the plan deposited with the clerk of the peace for the county of Nottingham with respect to the said Act about seventy-two yards measured along the said centre line in a westerly direction from the centre of the London Road ;

In connexion with and for the purposes of the foregoing railway the Company may narrow the waterway of the Nottingham Canal in the parish of St. Mary in the town and county of the town of Nottingham between two points respectively forty-four yards and two hundred and twenty-five yards east of the centre of the London Road :

A Railway (No. 1A) 6·70 chains in length wholly in the said parish of Sneinton commencing by a junction with the Nottingham Suburban Railway at a point on that railway about one hundred and twenty yards westward of the bridge carrying it over the Nottingham and Lincoln Branch of the Midland Railway Company and terminating by a junction with the intended Railway No. 1 about sixty-seven yards east of Meadow Lane and about thirty-four yards north of the centre of the Nottingham and Grantham Railway of the Company.

SHORT RAILWAY AT RACECOURSE STATION NOTTINGHAM.

A Railway (No. 4) three furlongs 6·09 chains in length commencing in the parish of Colwick in Nottinghamshire by a junction with the sidings of the Company at or near the bridge carrying the Colwick Road over the Nottingham and Grantham Railway of the Company and terminating in the parish of Sneinton in the town and county of the town of Nottingham by a junction with the said Nottingham and Grantham Railway at a point about two hundred and thirty yards west of the platforms at the Racecourse Station.

RAILWAY AT STANTON.

A Railway (No. 5) two furlongs 4·38 chains in length wholly in the township and parish of Stanton-by-Dale in Derbyshire commencing by a junction with the Stanton Branch Extension Railway of the Company at a point on that railway about fifty

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yards south of the bridge carrying the said railway over the Nutbrook Canal and terminating by a junction with the siding adjacent to and on the north-east side of the railway of the Stanton Ironworks Company from Dale Abbey Colliery to the Nutbrook Branch of the Midland Railway at a point about four hundred and ten yards south-eastward of the level crossing of the road leading from New Stanton to Stanton-by-Dale.

DEVIATION RAILWAYS.

DEVIATIONS OF RAILWAYS AT BEESTON.

- (1) A deviation wholly in the said West Riding of the county of York in the township of Beeston in the parish and county borough of Leeds of Railway No. 1 authorised by the Hunslet Act such deviation commencing at the commencement of the said authorised Railway No. 1 as described in the Hunslet Act and terminating at the termination of the said Railway No. 1 where it joins the Railway No. 3 authorised by the Hunslet Act :
- (2) A deviation in the said township of Beeston of the Railway No. 2 authorised by the Hunslet Act such deviation commencing as described in the Hunslet Act and terminating at the termination of the said Railway No. 2 where it joins the said Railway No. 3 authorised by the Hunslet Act.

WIDENING AND IMPROVING OF EXISTING RAILWAYS.

WIDENING FROM SANDY TO OFFORD.

A widening of the main line of the Company on both sides thereof commencing in the parish of Sandy in Bedfordshire by a junction with the said main line at the bridge carrying the public road leading from Sandy to Potton over the said main line at the northern end of the Sandy Station of the Company and terminating in the parish of Offord Cluney in Huntingdonshire by a junction with the said main line at a point about two hundred yards north-east of the northern end of the down platform at Offord Station.

WIDENING FROM YAXLEY TO FLETON.

A widening of the main line of the Company on both sides thereof wholly in Huntingdonshire commencing in the parish of Yaxley by a junction with the said main line at a point about one hundred and sixty yards south of the bridge carrying the said main line over Yaxley Lode and terminating in the parish of Fletton by a junction with the said main line at Fletton Junction.

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6. The time limited by the Hunslet Act for the completion of the railway and works (except Railway No. 1 and Railway No. 2 and the Aire Bridge) by that Act authorised is hereby extended until the twenty-seventh day of July one thousand nine hundred.

Extension
of time for
completion
of Hunslet
Railway.

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 in reference to the crossing of roads on the level the Company may in the construction of the railway carry the same across and on the level of the public roads next herein-after mentioned (that is to say):—

Power to
cross certain
roads on the
level.

No. on deposited Plan.	Parish.
3 - - - - -	Everton.
10 and 13 - - - - -	Tempsford.
9 and 10 - - - - -	Offord Cluney.

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

Height and
span of
bridges.

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
			Ft. ins.	Ft.
7	Colwick - - -	Road to racecourse -	13 0	25
5	St. Neots - - -	Public road - - -	15 0	35
13	Great Paxton - -	Public road - - -	13 0	25
27	Yaxley - - - - -	Public road - - -	14 6	12

9. The Company may make the roadway over the bridge by which the public road numbered 5 on the deposited plans in the parish of Doncaster will be carried over the railway of such width between the fences thereof as the Company think fit not being less than twenty feet.

Width of
certain road-
way.

10. The widenings of railways and the works connected therewith respectively executed under the powers of this Act shall for the purposes of tolls rates and charges and all such purposes whatsoever form part of the undertaking of the Company. The tolls and terminals set forth in Scale II. of the Schedule to the Great Northern

Tolls &c. on
widenings
new railways
and devia-
tions.

A.D. 1897. (Rates and Charges) Order shall be applicable to and in relation to the new railways and deviation of railways by this Act authorised and those railways and deviations and the works connected therewith respectively shall subject as aforesaid for all purposes form part of the undertaking of the Company.

Period for completion of railways.

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

Penalty unless railways are opened within the time limited.

12. If the Company fail within the period limited by this Act to complete the new railways or deviation railways as the case may be 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 new railway or the deviation railway in the completion of which default is made is completed and opened for the public conveyance of passengers in the case of the new railways (other than Railway No. 5) and deviation railways respectively and for the public conveyance of traffic in the case of Railway No. 5 or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such railway and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the supreme court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening such new railway or deviation railway by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

13. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or other-

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wise rendered less valuable by the commencement construction or abandonment of the new railways or deviation railways or any portion thereof respectively 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 new railways or deviation railways 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 and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railways or railway in respect of which the penalty shall have been incurred or any part thereof have or has been abandoned be paid 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 to the Company.

14. The following provisions for the protection of the London and North Western Railway Company (herein-after called "the North Western Company") shall apply and have effect:—

For the protection of the London and North Western Railway Company.

- (1) The Company shall not for the purpose of constructing Railways Nos. 1 and 1A by this Act authorised or any works in connexion therewith purchase or acquire any greater portion of the lands or property of the North Western Company than is coloured red and marked C D E F on the plan signed by Alexander Ross on behalf of the Company and by Francis Stevenson on behalf of the North Western Company :
- (2) The Company shall at the time they acquire the lands aforesaid convey and give up to the North Western Company the two pieces of land coloured blue and marked A and B on the said plan :
- (3) The Company shall construct the diversion of the road known as Sneinton Hermitage and the works connected therewith so far as they affect the railway and property of the North Western Company in the manner shown on the plan and cross sections signed as aforesaid :
- (4) The Company shall build and maintain a retaining wall and parapet as shown by the red dotted line on the said plan and marked "proposed retaining wall and parapet" of the height shown on the said cross sections to the reasonable satisfaction

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of the principal engineer for the time being of the North Western Company and shall also at their own expense remove the rock or soil coloured red on the said cross sections :

- (5) The Company shall at the same time as they excavate for the purpose of constructing the diversion of Sneinton Hermitage as shown upon the said plan at their own expense excavate the rock soil or other material upon the remaining land of the North Western Company to the north of the retaining wall herein-before referred to to the level shown upon the said cross sections such level being the level of the adjoining goods yard of the North Western Company :
- (6) The Company shall pay to the North Western Company as compensation for the land to be purchased or acquired by them as aforesaid and for any damage or injury to the remaining land of the North Western Company such a sum as shall failing agreement be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement less however such a sum as the arbitrator may determine to be the value of the lands coloured blue upon the said plan which are to be conveyed by the Company to the North Western Company :
- (7) The Company in constructing the widening of their main line from Sandy to Offord by this Act authorised under the Bedford and Cambridge Branch of the North Western Company shall not except with the previous consent of the North Western Company under their common seal purchase or acquire any lands or property of the North Western Company nor shall they in any way interfere with the bridge which carries the said branch railway over the said main line of the Company :
- (8) During the construction of the said portion of Railways Nos. 1 and 1A and the works connected therewith near to or affecting the railways property and works of the North Western Company the Company shall bear and on demand pay to them all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by the North Western Company for watching their railways and the works thereon with reference thereto 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 :

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(9) The Company shall at all times maintain the said retaining wall and parapet and the works connected therewith in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the reasonable amount of such expenditure to be settled in case of difference by an arbitrator to be appointed as herein-before provided shall be repaid to the North Western Company by the Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction :

(10) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western 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 reason of the execution or failure of the Company's said railways or widening and the works in connexion therewith or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :

(11) If any difference shall arise between the respective engineers of the Company and the North Western Company such difference except as herein-before expressly provided shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the North Western Company :

(12) The Company and the North Western Company may agree for any variation or alteration upon and within the lands belonging to them respectively in the works in this section provided for or in the manner in which the same shall be executed.

15. The London and North Western Railway Company may have and exercise over the Railways Nos. 4 and 5 and over so much of the widening from Yaxley to Fletton by this Act authorised as may extend for a distance of one hundred and twenty yards measured south from Fletton Junction the same powers and privileges as are conferred on that Company by section 28 of the Great Northern and

Powers to
London and
North
Western
Railway
Company.

A.D. 1897. London and North Western Railway Companies (Joint Powers and New Lines) Act 1874 with respect to the portions of the Great Northern Railway specified in the said section but subject to the terms conditions and restrictions mentioned in sections 29 30 31 32 33 and 34 of the same Act.

For the protection of the Trent Navigation Company.

16. For the protection of the Trent Navigation Company the following provisions shall have effect (that is to say) :—

- (1) The Company shall make such alteration in the waterway and bank of the canal in the manner shown or described on the plan A signed by Alexander Ross on behalf of the Company and by Frank Rayner on behalf of the Trent Navigation Company :
- (2) Before the Company narrow the said portion of the waterway of the Nottingham Canal where coloured red on the plan B in this section referred to they shall if and so far as may be reasonably practicable pull down and remove the existing brick bridge which carries the London Road over the Nottingham Canal and the Company shall erect in lieu thereof a flat girder bridge of one opening with a clear span of not less than thirty-five feet at the west end of the said bridge and increasing to thirty-nine feet six inches at the eastern end thereof in accordance with the said plan B signed by A. Ross on behalf of the Company and by F. Rayner on behalf of the Trent Navigation Company The width of the towing path shall be throughout not less than four feet and the headway of the said bridge shall be not less than eight feet three inches on the north side and shall gradually increase to nine feet three inches on the south side :
- (3) The Company shall at all times keep the canal under the new bridge so to be constructed and in the immediate neighbourhood thereof properly and efficiently dredged so that vessels loaded to the depth of water on the upper sill of the Trent Lock may pass on the canal under the said bridge :
- (4) If any difference shall arise between the Company and the Trent Navigation Company such difference shall be determined unless otherwise agreed upon by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the costs of such arbitration shall be in the discretion of such engineer.

For the protection of the trustees of St. John's Schools Nottingham.

17. For the protection of the trustees for the time being of the national school established for the parish of St. John the Baptist in the county borough of Nottingham (in this section referred to as

“the trustees”) the following provisions shall have effect unless otherwise agreed on in writing between the Company and the trustees (that is to say):— A.D. 1897.

Notwithstanding anything contained in this Act the Company shall not otherwise than by agreement with the trustees acquire any portion of the properties numbered respectively on the deposited plans 6 and 7 in the parish of St. Mary in the said borough other than that which is coloured blue on the plan referred to in section 18 (For the protection of the trustees of St. John's Schools Nottingham) of the Act of 1895 nor shall the Company except with the previous consent in writing of the said trustees construct Railway No. 1 by this Act authorised so that the southern face of the viaduct to carry the same shall be southward of the line marked on the said plan with the letters A B nor shall anything in this Act contained prejudice or vary or release either of the parties thereto from any of the terms set forth in an agreement made between the trustees and the Company and bearing date the sixth May one thousand eight hundred and ninety-five so far as the same still remain to be carried out.

18. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Nottingham (in this section called “the corporation”) shall unless otherwise agreed in writing between the corporation and the Company have effect (that is to say):— For the protection of the Corporation of Nottingham.

- (1) In this section the expression “railways” means the railways and works which the Company are by this Act authorised to construct in the borough of Nottingham and the expression “street” has the same meaning as that assigned to it by the Public Health Act 1875:
- (2) The Company shall not break up any street or interfere with with any sewer drain or watercourse or any gas water or electric lighting mains pipes conductors or apparatus of the corporation until they shall have given to the town clerk of Nottingham seven clear days' notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas water and electric lighting mains pipes conductors and apparatus proposed to be interfered with:
- (3) The Company shall carry the railways over the streets specified in the following table by flat girder bridges of one span having throughout the respective widths between the abutments and

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the headways above the surface of the said streets respectively specified in the said table in connexion with those respective streets viz. :—

Street.	Minimum Span of Bridge.	Minimum Headway of Bridge.
Meadow Lane	35 feet	16 feet
London Road	50 feet	16 feet

- (4) In the construction of the railways by this Act authorised over the under-mentioned street there shall be a clear space open to the sky of not less than eight feet for the full span of the bridges between the existing bridge carrying the London and North Western Railway over Meadow Lane and the bridge for carrying Railway No. 1 over that lane :
- (5) The level of any street in the borough crossed or interfered with by the railway shall not be raised or lowered beyond the extent shown on the deposited sections without the consent of the corporation and the Company shall not so far as the levels of such streets are concerned take advantage of the provisions of the Railways Clauses Consolidation Act 1845 with respect to vertical deviation from the levels shown on the deposited sections :
- (6) The abutments and foundations of all bridges over any street shall be carried to such depth below the surface thereof as shall reasonably be required by the borough engineer so as to allow the corporation to lay down renew or repair any sewer water or gas main or pipe in such streets :
- (7) The parapets of the said bridges carrying the railways over streets or the streets over railways shall be at least six feet in height from the level of the rails or the streets as the case may be throughout the entire crossing of the streets :
- (8) Railway No. 1 shall be carried across the sidings of the corporation numbered 2 on the deposited plans in respect of the parish of St. Mary on pillars so placed as not in any way to interfere with the siding facilities now enjoyed by the corporation in connexion with their gasworks But the position of the said sidings may be altered by the Company so far as shall be necessary for the construction of the said pillars and the works of the Company hereby authorised subject however to the reasonable approval of the gas engineer of the corporation and so that the said siding facilities shall not be less convenient than they are at present :

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- (9) The Company shall not (except with the consent in writing of the Corporation) enter upon or take the lands numbered 33 34 and 35 on the deposited plans in the parish of Basford :
- (10) The provisions of the Railways Clauses Consolidation Act 1845 contained in sections 18 to 23 shall subject to the provisions of this Act extend and apply to the water and gas mains pipes and apparatus of the corporation and whenever in those sections the words " Company " and " society " are used the same shall for the purpose of this section be held to extend to and include the corporation :
- (11) Whenever it may be necessary to intercept or interfere with any sewer or drain the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved of by the corporation another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by the corporation at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with and in such manner as shall be reasonably approved by the corporation :
- (12) Whenever the water gas or electric lighting mains pipes conductors or apparatus of the corporation shall be severed or interfered with in the execution of any of the powers of this Act and whenever it is necessary for maintaining the supply of water gas or electricity to lay down additional mains pipes or conductors such additional mains pipes or conductors (of the same size and description as those previously in use) shall previous to the severance or interference be laid down by the corporation at the expense of the Company :
- (13) If by reason of the execution of any of the powers of this Act the corporation shall necessarily incur any cost in altering any existing sewer drain gas water or electric lighting main or conductor or apparatus the Company shall repay to the corporation the additional cost :
- (14) In case it shall be necessary to construct the railways over any sewer drain gas water or electric lighting main or conductor of the corporation provision shall be made to the satisfaction of the corporation for protecting such sewer drain gas water or electric lighting main or conductor from injury and for affording easy access thereto for the purpose of examination alteration renewal or repair :
- (15) The flags paving stones and other materials in any road or street in the borough which shall be stopped up or diverted or

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interfered with by the Company in the execution of the works by this Act authorised shall remain and be the property of the corporation and may be used as far as the borough engineer may consider practicable without payment in the construction of any new street or diversion in this section mentioned :

(16) Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or exercising the powers by this Act authorised the Company shall well and sufficiently and to the satisfaction of the corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration :

(17) The Company shall not permit within the borough any of their bridges or works or any of their walls parapets or screens on the street side to be used for the posting of bills or other advertising purposes except such as relate to the business of the Company :

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

As to level
crossings at
Everton and
Tempsford.

19.—(1) From and after the passing of this Act the provisions contained in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 in reference to the crossing of roads on the level shall apply to the level crossings mentioned in sub-sections 2 and 3 of this section in the parishes of Everton and Tempsford as if the Company's railway in the said parishes had been authorised by a special Act passed after the Railways Clauses Act 1863 and incorporating Part I. of that Act.

(2) The Company shall maintain the existing footbridges over their railway where it crosses on the level the footways numbered on the deposited plans 2 and 20 in the parish of Sandy and the road numbered 3 in the parish of Everton and shall carry those bridges across the widening by this Act authorised.

(3) The Company shall construct and maintain to the reasonable satisfaction of the Bedfordshire County Council and of the Biggleswade Rural District Council a footbridge over their railway where it crosses on the level the road numbered on the deposited plans 10 and 13 in the parish of Tempsford and shall carry such bridge across the widening by this Act authorised.

(4) If at any time any of the roads referred to in sub-sections 2 and 3 of this section is carried over or under the railway of the Company by means of a bridge it shall not be necessary for the Company thereafter to maintain the footbridge over their railway where it crosses such road.

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20. The Company may and shall abandon the construction of so much of Railway No. 3 (railway at Nottingham) authorised by the Act of 1895 as lies between the authorised commencement thereof and the point herein-before described as the termination of Railway No. 1 by this Act authorised.

Company shall abandon construction of portion of Railway No. 3 authorised by Act of 1895.

21. The abandonment by the Company under the authority of this Act of the said portion of railway shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Act of 1895.

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

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

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

23. The Company may have and exercise over so much of the Rugby and Stamford Railway of the London and North Western Railway Company as lies between Wansford Line junction and the junction of that Company's Uppingham Branch Railway with the said Rugby and Stamford Railway the same powers and privileges as are conferred on the Company by the twenty-eighth section of the Great Northern and London and North Western Railway

Running powers over portion of Rugby and Stamford Railway of London and North Western Railway Company.

A.D. 1897. Companies (Joint Powers and New Lines) Act 1874 with respect to the portions of the London and North Western Railway specified in the said section but subject to the terms and conditions and restrictions contained in sections 29 to 34 of the same Act.

Extension
of time for
completion
of railways
at Finsbury
Park.

24. The time limited by the Act of 1894 for the completion of the railways at Finsbury Park by that Act authorised is hereby extended to the third day of July one thousand nine hundred and one and section 7 of that Act shall be read and construed accordingly.

Further
works by
the Com-
pany.

25. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the works herein-after described and may exercise the powers herein-after mentioned and may for the purposes aforesaid make such alterations in the levels of the streets roads and footpaths affected thereby as are shown upon the deposited plans and sections and in addition to any other lands which they are by this Act authorised to acquire may enter upon take and use such of the lands delineated upon the deposited plans and described in the deposited books of reference as may be required for those purposes:—

DIVERSION OF ROAD AT DIGSWELL.—They may in the parish of Digswell in Hertfordshire—

- (1) Construct a diversion of the public road leading from Digswell Lodge Farm to Digswell Water such diversion to commence in the said public road at a point about one hundred and fifty yards measured in a south-westerly direction from the Digswell signal box of the Company and to terminate in the said road at a point about forty yards measured along the said road in a westerly direction from the bridge or viaduct carrying the main line of the Company over the said road;
- (2) When the said diversion is completed and opened to the public the Company may stop up so much of the said road as lies between the commencement and the termination of the proposed diversion and all rights of way in and over the portion of the said road so stopped up shall thereupon be extinguished.

DIVERSION OF FOOTPATH AT BOSTON.—They may in the parish of Skirbeck Quarter in the parts of Holland in Lincolnshire—

- (1) Construct a diversion of the public footpath in Stell's Lane such diversion to commence at or near the eastern end of the footbridge that carries the said footpath over the loop line of the Company and to terminate in Stell's Lane on the

southern side thereof at a point about sixty-three yards measured along the said lane in an easterly direction from the eastern end of the siding of the Company in that lane ;

- (2) When the said diversion is completed and opened to the public the Company may stop up all rights of way in and over so much of Stell's Lane as lies between the said foot-bridge and the termination of the proposed diversion and thereupon all rights of way over the portion of footpath so stopped up shall be extinguished.

NEW FOOTPATH AT LOLHAM BRIDGES.—They may in the parish of Bainton in the soke of Peterborough in Northamptonshire—

- (1) Construct a new footpath commencing in the existing footpath leading from Bainton to West Deeping at a point about three hundred and eighty-five yards measured in a south-westerly direction from the main line of railway of the Company at the point where it is crossed by the said existing footpath and terminating in the public road leading from Upton to West Deeping at a point about one hundred and eighty-three yards measured along the said road in a northerly direction from the point at which the said existing footpath joins the said road ;

- (2) When the said diversion is completed and opened to the public the Company may stop up the said existing footpath between the point of commencement of the proposed new footpath and the said public road and abolish the level crossing of the said main line by the said footpath and all rights of way in and over the said existing footpath and level crossing shall thereupon be extinguished.

NEW ROAD STOPPING UP OF ROADS AND ABOLITION OF LEVEL CROSSINGS AT DONCASTER.—They may in lieu of constructing the new road at Doncaster authorised by the Act of 1896—

- (1) Construct in the township of Balby-with-Hexthorpe in the parish of Doncaster in the west riding of Yorkshire a new road commencing in and out of the public road known as Balby Carr Bank at a point opposite the north-western corner of the wagon repairing shops at Decoy Crossing and terminating in the public road known as Decoy Bank at a point about one hundred and eighty yards south of the engine shed of the London and North Western Railway Company ;
- (2) When the said new road is completed and opened to the public the Company may stop up the two roads leading from the said Balby Carr Bank to the said Decoy Bank and crossing the railway of the Company on the level at Decoy Crossing and at a point about four hundred and fifty

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yards north-west of Decoy Crossing respectively and abolish the said level crossings and all rights of way in and over the said two roads and in and over the said two level crossings shall thereupon be extinguished. Provided always that the Company in constructing the said new road as aforesaid shall not without the previous consent of the London and North Western Railway Company under their common seal take use enter upon or interfere with any lands belonging to that Company.

WIDENING OF BRIDGES AT WRENTHORPE.—They may in the township of Stanley-cum-Wrenthorpe in the parish of Wakefield in the said west riding widen on both sides thereof the bridge carrying the West Yorkshire Railway of the Company over the public road known as Potovens Lane and leading from Wrenthorpe to Wakefield and also the bridge carrying the said line over the public road known as the Bradford Road and leading from Wakefield to Bradford.

EXTENSION OF BRIDGE AND ALTERATION OF LEVELS OF ROAD AT LOFT-HOUSE.—They may in the township of Stanley-cum-Wrenthorpe in the parish of Wakefield in the said west riding—

- (1) Construct an additional arch or opening under the public road leading from Newton Lane End to Thorpe-on-the-Hill on the north-west side of the existing bridge carrying the said public road over the West Yorkshire Railway of the Company and for those purposes may pull down and reconstruct the whole or any portion of the said existing bridge so as to make the same and the new or additional opening of one or more spans;
- (2) In connexion with the said work the Company may alter the levels of the said road for a distance of about one hundred and fifty yards measured in a north-westerly direction from the centre of the said bridge carrying the said road over the West Yorkshire Railway of the Company.

Power to deviate in construction of roads and footpaths.

26. The Company in constructing the roads and footpaths hereinbefore authorised may deviate from the centre lines shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively but so nevertheless that no part of such deviation be constructed beyond the said limits and may deviate from the levels shown on the deposited sections to any extent not exceeding two feet and in the case of the diversion of the road numbered on the deposited plans 16 in the parish of Sneinton five feet but not so as to increase the gradient of any road.

As to vesting of site and soil

27. The site and soil of the roads and footpaths by this Act authorised to be stopped up and discontinued or included within the

limits of the lands shown on the deposited plans as intended to be compulsorily taken and which shall be so taken and the fee simple and inheritance thereof shall (subject to the acquisition of any existing private rights of way thereover by the Company) if the Company are or if and when under the powers of this Act or of any other Act already passed they become the owners of the lands on both sides thereof be from the time of the stopping up thereof absolutely vested in the Company subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway.

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of portions
of roads and
footpaths
stopped up.

28.—(1) Subject to the provisions of the last preceding section the new altered and diverted footpaths and roads constructed under the powers of the section of this Act the marginal note whereof is “Further works by the Company” shall vest in and be repaired and maintained by the same bodies or persons (including the Company) as are now liable to repair and maintain the roads for which the same are respectively substituted.

Substituted
footpaths
and roads to
be repaired
&c. as
existing
footpaths
&c.

(2) Provided that unless otherwise agreed the structure of every bridge shall be repaired and maintained by the Company. The Company and any such body or person may enter into and fulfil agreements for and in relation to such construction and for or in relation to the repair and maintenance of all or any of such new altered or diverted footpaths and roads.

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

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

29. 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 any railway by this Act authorised by a bridge or bridges unless the levels of such road or public highway shall be permanently altered so as to increase the gradient of any part thereof.

Company
not liable to
repair sur-
face of road
gradient of
which is not
increased.

30. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire

Power to
Company to

A.D. 1897.
—
purchase
additional
lands.

may enter upon and take compulsorily or by agreement for the improvement and enlargement of their railways stations and works and for the construction of new stations buildings and sidings and other the purposes of their undertaking the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference and may hold such of those lands as have already been purchased on behalf of the Company :—

IN THE COUNTY OF HERTFORD—

ST. ALBANS.—Certain lands in the parish of St. Peter Urban (that is to say) :—

- (1) Lands adjoining the St. Albans Station of the Company on the north-western side thereof and extending from the approach road to the said station to the occupation underbridge at the south-western end of the said station ;
- (2) Lands adjoining the St. Albans Branch of the Company on the north-western side thereof and extending from the said occupation underbridge for a distance of about thirty-three yards in a south-westerly direction ;
- (3) Lands adjoining the said station on the south-eastern side thereof and extending from the public road leading from St. Albans to London to the said occupation underbridge :

DIGSWELL.—Certain lands in the said parish of Digswell adjoining the main line of the Company on the western side thereof and extending from a point in the western boundary of the property of the Company opposite the Digswell Signal Box for a distance of about three hundred and twenty-three yards measured along the said boundary in a southerly direction and for a distance of about one hundred and forty-four yards measured along the said boundary in a northerly direction :

HITCHIN.—Certain lands partly in the parish of Ippollits and partly in the parish of Hitchin adjoining the main line of the Company on the south-western side thereof bounded on the north-west by the public road leading from Great Wymondley to Hitchin and extending therefrom for a distance of about two hundred yards measured along the south-western boundary of the property of the Company in a south-easterly direction.

IN THE COUNTY OF HUNTINGDON—

HUNTINGDON.—Certain lands in the parish of Godmanchester (that is to say) :—

- (1) Certain lands bounded on the north-west and south-west by property of or reputed to belong to the Company on the east by the Kettering Thrapstone and Huntingdon Line of the Midland Railway Company and on the north-

east by the occupation road leading from Berry Lane to the West Meadow ; A.D. 1897.

- (2) Lands bounded on the north-west by property of or reputed to belong to the Company on the east by the said Kettering Thrapstone and Huntingdon Railway and on the south-west by the said occupation road :

PETERBOROUGH.—Certain lands in the parish of Fletton bounded on the east and south by property of or reputed to belong to the Company and on the north by property of or reputed to belong to the Great Eastern Railway Company and extending for a distance of about one hundred yards measured from the viaduct of the Company along the southern boundary of property of or reputed to belong to the Great Eastern Railway Company. Provided that excepting as to so much of the said land as shall be necessary for the construction of two additional lines of railway the Company shall not erect buildings of any description on the said lands and nothing in this Act contained shall be deemed to take away lessen or prejudice the Fair rights of the corporation over or in respect of such lands except the portion thereof required for the said additional lines of railway as to which portion all such rights are by this Act extinguished.

IN THE COUNTY OF LINCOLN—

BOSTON.—Certain lands in the parish of Skirbeck Quarter in the parts of Holland bounded on the west and south by property of or reputed to belong to the Company and on the north by Stell's Lane ;

Certain lands partly in the said parish of Skirbeck Quarter and partly in the parish of Boston in the said parts of Holland adjoining the eastern side of property of or reputed to belong to the Company and extending from Stell's Lane in a northerly direction to the Sleaford Junction Signal Box and from the eastern boundary of property of or reputed to belong to the Company in an easterly direction for a distance of about ninety yards :

SIBSEY.—Certain lands in the parish of Sibsey in the parts of Lindsey (that is to say) :—

- (1) Land lying at the south of the cattle pens at the Sibsey Station of the Company and bounded on the north-west and north-east by property of or reputed to belong to the Company ;
- (2) Lands lying at the north-eastern corner of the said station yard bounded on the west by the said yard and

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—

on the north by the public road leading from Sibsey to Leake :

CAYTHORPE.—Certain lands in the parish of Caythorpe in the parts of Kesteven adjoining the Caythorpe Station Yard of the Company on the eastern side thereof bounded on the west and north by property of or reputed to belong to the Company and on the south by the occupation road known as Love Lane :

LINCOLN.—Certain lands in the parish of St. Mark in the county of the city of Lincoln being the house and premises at the eastern end of Tentercroft Street and on the northern side thereof and immediately adjoining the Sincil Dyke :

CROFT BANK.—Certain lands in the parish of Croft in the said parts of Lindsey adjoining the Skegness Branch of the Company on the north-western side thereof and extending in a south-westerly direction from the cattle pens at the south-western end of Croft Bank Station for a distance of about two hundred yards.

IN THE COUNTY OF NOTTINGHAM—

COLWICK.—Certain lands partly in the township of Carlton in the parish of Gedling and partly in the parish of Colwick bounded on the south-west by the Nottingham and Grantham Railway of the Company on the south-east by property of or reputed to belong to the London and North Western Railway Company on the north-east by the north-eastern side of Netherfield Lane and on the north-west by the fence parallel with and about twenty-seven yards measured in a south-easterly direction from the south-eastern side of Godfrey Street Provided always that the Company shall not without the previous consent of the London and North Western Railway Company under their common seal take use enter upon or interfere with any lands belonging to that company nor shall the Company without the like consent in any way stop up obstruct interfere with or prejudicially affect Netherfield Lane or the free and uninterrupted access from that lane to any of the lands or property of the London and North Western Railway Company ;

Certain lands in the said township of Carlton bounded on the east and south-east by property of or reputed to belong to the Company on the north-west by a line drawn parallel with the north-western boundary of the said property and at a distance of about one hundred feet north-west thereof and on the south by Netherfield Lane ;

Certain lands in the said township of Carlton bounded on the east by property of or reputed to belong to the Company on the south-west partly by allotment gardens and on the north-west

by a line parallel with Manvers Street and about twenty-two yards south-east thereof : A.D. 1897.

BETWEEN DAYBROOK AND BULWELL FOREST—

Certain lands in the parish of Basford in the county of the town of Nottingham bounded on the south and south-east by the property of or reputed to belong to the Company on the east by the boundary between the parishes of Basford and Arnold and on the north-west partly by the Arnold Road ;

Certain other land partly in the said parish of Basford and partly in the parish of Bestwood Park in Nottinghamshire adjoining the Leen Valley Railway of the Company on the eastern and north-eastern sides thereof and extending from the Arnold Road to the northern end of Bulwell Forest Station :

BASFORD.—Certain lands in the said parish of Basford (that is to say) :—

(1) Certain lands adjoining the Basford and Bulwell Station of the Company on the northern side thereof and lying between the public road known as Highbury Road and a branch of the Manchester Sheffield and Lincolnshire Railway now in course of construction ;

(2) Lands adjoining the north side of Bulwell Station Yard and lying between the said branch and Park Lane or Dob Park Lane ;

(3) Lands bounded on the south and east by property of or reputed to belong to the Company and on the west by the Nottingham and Mansfield Railway of the Midland Railway Company :

SUTTON.—Certain lands in the parish of Sutton adjoining the main line of the Company at Sutton Station on the north-eastern side thereof and extending from the road leading from Sutton to Barnby Moor and crossing the said main line on the level at the south-eastern end of Sutton Station to a point on the north-eastern boundary of property of or reputed to belong to the Company opposite the mile post denoting one hundred and forty-two miles from London.

IN THE COUNTY OF DERBY—

STANTON.—Certain lands in the township and parish of Stanton-by-Dale adjoining the Dale Abbey Colliery Railway and lying on the north-eastern side thereof and extending from a point about twenty-five yards measured in a south-easterly direction along the said railway from the level crossing thereof by the road leading from New Stanton to Stanton-by-Dale for a distance of about nine hundred yards measured in a south-easterly direction along the said railway :

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WEST HALLAM.—Certain lands in the township and parish of West Hallam (that is to say):—

- (1) Certain lands adjoining the Derbyshire and Staffordshire railway of the Company and extending from the public road leading from Ilkeston to West Hallam for a distance of about six hundred and fifty yards measured in a south-westerly direction;
- (2) Lands about six hundred yards in length measured along the western fence of the sidings of the Company bounded on the south-west by the said public road and on the south-east east and north-east by property of or reputed to belong to the Company.

IN THE WEST RIDING OF YORKSHIRE—

DONCASTER.—Certain lands partly in the township and parish of Cantley and partly in the townships of Doncaster and Balby-with-Hexthorpe in the parish of Doncaster bounded on the south-west partly by property of or reputed to belong to the Great Northern and Great Eastern Joint Committee and partly by property of or reputed to belong to the Company and extending from a point on the northern boundary of the said property of or reputed to belong to the said Joint Committee about three hundred and sixty yards south-east of the Black Carr Junction Signal Box to a point in the public road known as Decoy Bank about two hundred yards south of the engine shed of the London and North Western Railway Company;

Certain lands partly in the said parish of Cantley and partly in the parish of Loversall adjoining the main line of the Company on the south-western side thereof from a point about eighty yards south-east of Black Carr Junction to the point where the boundary between the parishes of Cantley and Doncaster crosses the said main line and bounded on the west by the drain known as Childers Drain:

WRENTHORPE.—Certain lands in the township of Stanley-cum-Wrenthorpe in the parish of Wakefield (that is to say):—

- (1) Lands adjoining the west side of the West Yorkshire Railway of the Company and lying between Potovens Lane and the public road leading from Wakefield to Bradford and known as the Bradford Road;
- (2) Lands adjoining the east side of the same railway and extending from the occupation level crossing north of Potovens Lane to and partly bounded by the said Bradford Road:

LOFTHOUSE.—Certain other lands in the township of Stanley-cum-Wrenthorpe (that is to say):— A.D. 1897.

- (1) Certain lands situated on the west side of the said West Yorkshire Railway of the Company and adjoining Lofthouse Station and extending from the south-west side of the public road leading from Newton Lane End to Thorpe-on-the-Hill to a point about three hundred yards measured in a southerly direction along the western boundary of the said railway from the said public road;
- (2) Lands bounded on the east and south by property of or reputed to belong to the Company on the south-west by the public road leading from Newton Lane End to Thorpe-on-the-Hill and on the north-west by a field belonging or reputed to belong to the trustees of the late Henry Rothery and containing a reservoir:

And so soon as the Company have acquired the said lands they may abolish the level crossing of their said West Yorkshire Railway at or near Lofthouse North Junction by the occupation road leading from the said public road to the works of the Lofthouse Colliery Company:

CITY ROAD BRADFORD.—Certain lands in the township of Horton in the parish of Bradford (that is to say):—

- (1) Lands bounded on the west and north-west by the City Road Branch of the Company on the north by the Bradford Beck and on the east by the Horton dye works;
- (2) Lands on the east side of and adjoining the said City Road Branch and extending along the same about four hundred yards measured in a northerly direction from Legram's Lane.

31. The following provisions for the protection of the mayor aldermen and burgesses of the borough of Doncaster (herein-after referred to as "the corporation") shall be observed and carried into effect (that is to say):— For the protection of the corporation of Doncaster.

- (1) The roadway by which the public road numbered 5 in the parish of Doncaster on the deposited plans will be carried over the Great Northern Railway shall be constructed of a width of not less than twenty-one feet between the fences thereof:
- (2) The bridge carrying the said road over the said railway shall be constructed with approaches having a gradient of not less than one in thirty and such bridge and approaches shall be maintained by and at the expense of the Company:
- (3) The Company shall so divert the road on Decoy Bank that the diverted road shall form a frontage for the remaining property of the corporation adjoining the lands numbered 19

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20 22 and 23 on the said plans Such new road shall be constructed of not less width than the road for which it will be substituted and shall be completed to the reasonable satisfaction of the corporation and thereafter shall be maintained and repaired by the same authority or person or persons as are now responsible for the repair of the said road on Decoy Bank The Company shall cause such substituted road to be fenced from the remaining lands of the corporation with a four-rail post and rail fence and planted with a quickwood fence of not less than four years' growth and such fence shall become the property of the corporation.

For the
protection of
the county
council of
the west
riding of
Yorkshire.

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

- (1) The widening of the bridge whereby the railway is carried over the Bradford and Wakefield main road in the parish of Stanley-cum-Wrenthorpe numbered 9 on the deposited plans shall be by means of girders of the full length of the present bridge and the width of the road thereunder shall be the same as the present bridge and shall have a clear headway throughout of not less than that of the present bridge and no part of the abutments of the said bridge shall project beyond or be recessed within the line of the present abutments:
- (2) The said bridge shall be so constructed as to prevent the dropping of water upon the road beneath and otherwise made watertight:
- (3) The Company shall construct and maintain on both sides of the said bridge when widened and for a distance of not more than sixty feet at each corner of the said bridge a substantial parapet or close screen of the height of six feet at least and such parapet or close screen shall not be used for the posting of bills or advertising purposes on the sides facing the road:
- (4) All such parapets or screens shall be constructed in such manner as the council shall reasonably approve:
- (5) Prior to the commencement of such bridge as aforesaid the Company shall furnish to the council an outside elevation and plan of the girders parapets and screens of such bridge and the council shall within forty days from the receipt of such elevation and plan notify their objection or requirements in relation thereto (if any):
- (6) The said road shall not during the construction of the said bridge or during any subsequent repairing thereof be obstructed or interfered with further than is necessary for the carrying

out of the works All works in any way affecting the said road shall be done under the superintendence and to the reasonable satisfaction of the surveyor of the council:

- (7) All embankments arches bridges viaducts and retaining walls culverts ditches and other works necessary for the construction of any work authorised by this Act and in anywise affecting the said road shall be constructed to the reasonable satisfaction of the surveyor of the council and shall be for ever maintained by the Company at their own expense:
- (8) The Company shall pay to the council the reasonable costs in relation to the examination of the said plans sections and specifications and the superintendence of the works by this Act authorised:
- (9) If any difference arise between the Company and the council as to the true intent and meaning of any of the provisions of this Act in relation to any works to be executed or any powers to be exercised affecting the said main road or bridge respectively such difference shall be settled by an engineer to be appointed by the Board of Trade on the application of either of the parties in difference and his decision shall be binding on both parties and the costs of the arbitration shall be borne as he shall direct.

33. For the protection of the Wakefield Rural District Council (in this section herein-after referred to as "the council") and of the highways sewers water mains and property in the district of the council subject to their jurisdiction the following provisions shall unless otherwise subsequently agreed between the Company and the council (notwithstanding anything contained in this Act or shown on the deposited plans or sections) have effect (that is to say):—

For the protection of the Wakefield Rural District Council.

(1) Widening of bridges at Wrenthorpe—

(A) In widening the bridge over Potovens Lane the Company shall make the highway under the proposed extension on both sides of the existing bridge of a uniform width of not less than twenty-five feet three inches (inclusive of a flagged footpath four feet six inches wide on the north of the said highway) throughout the whole length thereof and the level and gradient shall not be altered;

(B) In widening the said bridge on both sides of the existing bridge the Company shall make the extensions of the bridge not less in height than the existing bridge and shall construct the soffit of the new arch level with the soffit of the existing one;

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- (c) The Company shall also provide sufficient toplights on each side to satisfactorily light the said bridge during the daytime such aforesaid toplights to be so protected and carried out as the engineer for the time being of the council shall reasonably decide and shall also provide sufficient artificial light to light the said highway underneath the said bridge between sunset and sunrise and shall light the same accordingly ;
- (d) They shall also dedicate to the public such land as may be necessary to widen the highway to a width not less than thirty feet between the extreme limits of the land proposed to be purchased on the west side of the existing bridge and the said bridge and shall effectually fence off the same from the adjoining land of the Company ;
- (e) The Company shall repay to the council all expenses incurred by them in the widening of the said highway and in laying the said footpath four feet six inches wide with all necessary kerbs and channels and due provision for carrying off the surface water from the highway so far as the same is co-extensive with the land now belonging to the Company or to be purchased by the Company under the powers of this Act ;
- (f) The Company shall also when required by the council or their engineer forthwith thereafter lay a sewer pipe along and underneath the highway passing under the said existing bridge and the extensions thereof by this Act authorised for the whole length thereof such sewer to be laid at such a depth and in such a manner in every respect and of such capacity not exceeding fifteen inches in diameter as shall be decided by the engineer for the time being of the council and the Company shall for the period of twelve months from the completion thereof repair and maintain such sewer ;
- (g) The embankments wings-screen and retaining walls adjoining the proposed extensions and the arches shall be repaired and maintained in perpetuity by the Company :
- (2) As to widening of line at Wrenthorpe—
The Company shall not widen their line where the public footpath leading from Broomhall to Potovens crosses such line by a level crossing unless and until they shall have constructed or erected a footbridge over or subway under such existing line and the extensions by this Act authorised and shall have dedicated the same to the public in lieu of the existing level crossing whereupon such level crossing shall cease to exist The said footbridge or subway and the

approaches thereto shall be constructed or erected in such manner and shall be of such width and dimensions as shall be agreed upon between the Company and the engineer of the council or as failing agreement shall be determined by arbitration in manner herein-after provided and shall be suitable and convenient for the purposes for which they are required:

(3) As to extension of bridge and alteration of levels of road at Lofthouse Station—

(A) The additional arch and the approach thereto on the north-west side of the railway shall be made by and at the expense of the Company thirty feet in width respectively including a flagged footpath five feet wide with all necessary kerbs and channels. The space between the top of the new bridge and the metalled surface of the road to be formed thereon shall be the same as the corresponding space in the existing bridge and the Company shall pay to the council such additional costs as may be reasonably incurred by the council in protecting the water pipes under the said road against frost or other injury and the approach to the old bridge on the south-east side of the railway shall so far as the Company can control the matter be made and maintained with a gradient of one in thirty by and at the expense of the owning companies thirty feet in width including a flagged footpath five feet wide with all necessary kerbs and channels and the Company shall use their best endeavours to obtain the consent of the other owning companies to this arrangement and to the execution of the work as above set forth ;

(B) The embankments wings-screen and retaining walls and arch as also the approach road and surface of the bridge on the north-west side of the railway shall be repaired and maintained in perpetuity by the Company. The said approach road shall not be steeper than one in thirty and no gradient shall be increased without the consent of the council :

(4) As to the before-mentioned bridges and the bridge over the Wakefield and Bradford Road—

(A) In constructing the extension of the bridges over the road leading from Wakefield to Bradford over Potovens Lane and at Lofthouse Station or in the execution of any works connected therewith the Company shall not place any foundation work of the buttresses of the bridges or of the wings-screen or retaining walls of the embankments

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within three feet of any then existing water mains of the council and if it shall be deemed absolutely necessary by the Company's engineer that such foundation work shall be placed within the above distance of any existing water main of the council then the position of such water main shall be altered to such position as the engineer of the council shall think fit and to his satisfaction but by and at the expense of the Company;

(B) If in the construction of the extensions of the said bridges or the execution of any of the works connected therewith any damage or injury shall be occasioned or any alterations be rendered necessary by the Company's works to any water mains of the council the Company shall immediately repair and make good or alter the same to the reasonable satisfaction of the engineer for the time being of the council and shall also make full compensation to the council in respect thereof the amount of such compensation together with full costs to be recoverable by the council from the Company by all and the same means as any simple contract debt is recoverable:

(5) If any difference shall arise between the council and the Company with reference to any of the matters provided for by this section the same shall be referred to an arbitrator to be appointed by the Board of Trade on the application of either the council or the Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration and the cost of the reference shall be borne as the arbitrator shall direct.

For the protection of the corporation of Bradford.

34. For the protection of the mayor aldermen and burgesses of the borough of Bradford (in this section called "the corporation") the following enactment shall be observed:—

If the Company shall at any time hereafter execute any works that will alter cover or interfere with the waterway of such portion of the Bradford Beck as is shown on the deposited plans and thereon numbered 11 such works shall be executed in accordance with a plan and section to be agreed on between the engineers of the Company and the corporation. In the event of the said engineers differing in opinion the matter with respect to which they differ shall be referred to and executed according to the decision of an umpire appointed by them and failing agreement as to such appointment by an engineer appointed on the application of the Company or the corporation by the Board of Trade. The costs of such proceedings shall be in the discretion of the umpire.

35. The powers granted by the Hunslet Act for the compulsory purchase of lands for the purposes of the works by that Act authorised except Railway No. 1 and Railway No. 2 and the Aire Bridge are hereby revived and extended and may be exercised until the twenty-seventh day of July one thousand eight hundred and ninety-nine but the said powers shall cease after that date and section 29 of that Act shall be read and construed accordingly.

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Revival of powers and extension of time for purchase of lands for Hunslet railways.

36. 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 or any of the purposes of their undertaking in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to take easements &c. by agreement.

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

Period for compulsory purchase of lands.

38. The powers conferred upon the Company by the Act of 1894 for the compulsory purchase of lands for the purposes of the railways at Finsbury Park by that Act authorised (except as to the lands and buildings numbered respectively on the deposited plans referred to in that Act 50 and 51 in the parish of St. Mary Islington) are hereby extended until the third day of July one thousand eight hundred and ninety-nine but the said powers shall cease after that date and section 26 of that Act shall be read and construed accordingly.

Extension of time for purchase of lands for railways at Finsbury Park.

39. The powers conferred upon the Company by the Act of 1894 for the compulsory purchase of certain lands numbered 1 and 2 in the parish of Leeds are hereby extended until the third day of July one thousand eight hundred and ninety-nine but the said powers shall not be exercised after that date and section 26 of that Act shall be read and construed accordingly.

Extension of time for purchase of lands at Leeds.

40. The Company with respect to lands acquired by them alone and the Company and any other company with whom the Company jointly hold any lands under the powers of any Act relating to the undertaking of the Company or of such other company with respect to such last-mentioned lands may notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any

Extending time for sale of certain superfluous lands.

A.D. 1897. — Act relating to the Company or to such other company with which that Act is incorporated retain and hold any lands acquired by them respectively and which have not yet been applied to the purposes for which they were acquired or sold or disposed of for the periods following (that is to say) As regards such of the lands as are situate near to or adjoining any railway or station of the Company or of such other company as the case may be or as they respectively may be of opinion that they may require for the purposes of stations sidings or other conveniences for the period of ten years from the passing of this Act and as regards the other of the said lands for the period of two years from the passing of this Act :

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

Restrictions
on displacing
persons of
labouring
class.

41.—(1) The Company shall not nor shall the Committee under the powers conferred upon or vested in them by this Act or by any other Act the powers of which are incorporated with this Act or are extended or revived by this Act purchase or acquire in any parish in the metropolis as defined by the Metropolis Management Act 1855 twenty or more houses or in any other city borough or urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December next before the passing of this Act or of the respective Act by which such purchase or acquisition was originally authorised as the case may be were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company or the Committee as the case may be—

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

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

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

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

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

(4) Any provisions of any scheme under this section or any conditions subject to which the Secretary of State or the Local Government Board (as the case may require) 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 Secretary of State or the Local Government Board (as the case may require) out of the High Court.

(5) If the Company or the Committee as the case may be acquire or appropriate any house or houses for the purposes of this Act or of any other Act the powers of which are extended or revived by 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 Secretary of State or the Local Government Board (as the case may require) 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 such scheme shall for all purposes be deemed to be an undertaking of the Company or the Committee as the case may require and the Company or the Committee may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the

A.D. 1897. — purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands beyond the metropolis by the Company or the Committee for the purposes of any scheme under this section in the same manner in all respects as if the Company or the Committee were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

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

Provided that all lands on which any buildings have been erected or provided by the Company or the Committee as the case may be in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such 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 Secretary of State or the Local Government Board (as the case may require) may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit.

(8) All buildings erected or provided by the Company within the metropolis for the purpose of any scheme under this section shall be subject to the provisions of the London Building Act 1894 (Local) and the Metropolis Management Act 1855 and any Act or Acts amending those respective Acts.

(9) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

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

any such inquiry and the inspectors so appointed or employed shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by that Board under the Public Health Act 1875. A.D. 1897.

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

(12) The Company or the Committee as the case may be shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(13) Any houses on any of the lands shown on the plans deposited with reference to this Act or to any other Act the powers of which are extended or revived by this Act occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company or the Committee as the case may be and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Secretary of State or the Local Government Board (as the case may require) under the powers of any previous Act relating to the Company or the Committee as the case may be 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 Secretary of State or the Local Government Board (as the case may require) is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Secretary of State or the Local Government Board (as the case may require) they might have been sufficient to accommodate.

(14) For the purposes of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing

A.D. 1897. — others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

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

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

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are 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 arbitrator 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 required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder with-

out 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 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 of such costs charges and expenses 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.

43. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and

Company
empowered
or may be

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—
required to
underpin or
otherwise
strengthen
houses near
railway &c.

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

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

(2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :

(3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade :

(4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :

(5) The cost of the reference shall be in the discretion of the referee :

(6) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment :

(7) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such

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underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :

- (8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 or under any other Act :
- (9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts :
- (10) Nothing in this section shall repeal or affect the application of the ninety-second section of the Lands Clauses Consolidation Act 1845.

44.—(1) Forthwith after the passing of this Act the directors of the Company shall (without any other authority than this Act) create and shall issue to the directors of the Royston Company such a nominal amount of Great Northern four per cent. guaranteed preference stock as will yield an annual dividend of fifteen thousand six hundred and forty-five pounds and the stock so created shall rank *pari passu* with the existing four per centum guaranteed preference stock of the Company.

Conversion
of Royston
rents into
guaranteed
preference
stock of the
Company.

(2) A proportionate part of the rent hitherto paid by the Company shall be paid to the directors of the Royston Company up to the thirtieth day of June one thousand eight hundred and ninety-seven and the dividend on the said stock shall accrue as from the first day of July one thousand eight hundred and ninety-seven and shall be paid half-yearly in the months of February and August in each year at the same time as the dividend on the other Great Northern four per cent. guaranteed preference stock is paid.

(3) The receipt of three of the directors of the Royston Company for the said stock so issued shall be a good and sufficient discharge to the Company for the same and the Company shall not be bound to see to the application or be accountable for any misapplication or non-application of such stock and upon the issue of the said stock the said rents payable by the Company to the Royston Company shall cease and determine as from the first day of July one thousand eight hundred and ninety-seven and the Company shall be discharged from all liability in respect thereof and the said indentures of the first day of August one thousand eight hundred and fifty and the

A D. 1897. — twenty-fourth day of January one thousand eight hundred and fifty-three shall cease to have any force and shall be given up to the Company.

(4) The directors of the Royston Company shall forthwith on the receipt of the said stock distribute the same among the shareholders of the Royston Company according to their respective rights and interests in the rents now paid by the Company to the Royston Company.

(5) Trustees executors and administrators may and shall accept the said stock in substitution for the share of the said rents for which the said stock is substituted and may hold dispose of or otherwise deal with the same in all respects as they might have held disposed of and dealt with the rent for which the said stock was substituted.

(6) The several persons who at the time of the issue of the said stock to the directors appear in the books of the Royston Company to be shareholders of the Royston Company or their respective executors administrators or assigns shall respectively be deemed to be the holders of the said rents payable by the Company to the Royston Company for the purpose of the distribution of the said stock.

(7) If any question or difference has been or shall be raised in regard to the person or persons to whom any of the said stock ought to be issued or if any person to whom any of the said stock ought to be issued and who can give an effectual receipt or discharge for the same cannot after diligent inquiry be ascertained the proportion of the said stock so in dispute or unclaimed shall or may be realised and shall be paid into court by the directors of the Royston Company as provided in the case of trustees under the Trustee Relief Acts.

(8) Forthwith after the passing of this Act the directors of the Royston Company shall send to the secretary of the Company at their principal office a list of the persons to whom and in whose names the said stock is to be registered and of the amount of the said stock to be registered in such names.

(9) Forthwith after the receipt of the said list by the secretary of the Company they shall issue to every person named in such list free of charge for so doing a certificate for and representing such an amount of the said stock as such holder is entitled to under the foregoing provision but the Company shall not be required to issue any new certificate unless and until the existing certificate in substitution for which it is issued is given up to be cancelled or is proved to the satisfaction of the Company to have been lost or destroyed and an indemnity is given against any claims in respect thereof.

(10) Provided always that until the issue of such new certificates the existing certificates of the Royston Company and the holders thereof shall bear and possess the same rights and advantages as they would have had and possessed if this Act had not passed but when such new certificates are issued the existing certificates shall be deemed to be cancelled. A.D. 1897. —

(11) Notwithstanding anything in this section contained no person shall become entitled under this section to any fractional part of five pounds of the said stock but in every case in which any such person would have become entitled to such fractional part of the said stock the Company at the option of the proprietors of the Royston Company shall either pay to such person a sum in cash equal to the market value of such fractional part or may receive from such person the market value of the difference between the amount of such fractional part and the full sum of five pounds and the Company may from time to time create and issue such further additional amount of the said stock as they may find requisite for giving effect to the provisions of this section.

(12) The said stock shall remain and be vested in the person or persons to whom it is issued upon the same trusts and subject to the same powers provisoes declarations agreements charges liabilities and incumbrances (if any) as at the time of the issue thereof affect the shares in substitution for which the said stock is issued and every deed or other instrument and every testamentary or other disposition disposing of or affecting the same shall take effect with reference to the whole or a proportionate part as the case may be of the substituted stock:

Any cash balance or other moneys standing to the credit of the Royston Company on the first day of July one thousand eight hundred and ninety-seven shall be paid over to the Company.

(13) When and so soon as the foregoing provisions of this Act have been complied with the affairs of the Royston Company shall be wound up and that company shall be by virtue of this Act dissolved.

45. The agreement dated the fourteenth day of December one thousand eight hundred and ninety-four and made between the Company of the one part and the master governor and brethren of the West Retford Trinity Hospital of the other part and set forth in the Second Schedule to this Act is hereby confirmed and made binding on the Company and the said master governor and brethren accordingly. Confirming agreement with master &c. of West Retford Trinity Hospital.

46. The following provisions shall apply with respect to any savings bank established or to be established by the Company and Provisions as to savings banks &c.

A.D. 1897. shall extend and apply to the officers servants workmen and apprentices of the Company and to all officers servants workmen and apprentices who are directly or indirectly employed or paid by the Company or are engaged in the conduct of any business of the Company either solely or jointly with any other company or companies or of any business or undertaking of which the Company either solely or jointly with any other company or companies are the lessees or who are paid their salaries or wages through or by means of the salary and wages list of the Company and to the wives and children being (minors) of any of the before-mentioned officers servants workmen and apprentices (that is to say) :—

- (1) The Company may establish or having established may maintain a savings bank or savings banks with or without branches at such of the stations on their railways as they may think fit and may thereat receive by way of deposit from any such officers servants workmen or apprentices as aforesaid and from the husbands wives children fathers mothers brothers or sisters nephews or nieces or wards being minors of such officers servants workmen or apprentices any money at interest :
- (2) Every such deposit with the interest thereon shall be a charge on the net profits of the Company's undertaking next after the mortgage and other debts of the Company and the interest on their debenture stock :
- (3) Two copies of the rules of any such savings bank and of every amendment of those rules from time to time (the term amendment to include a new rule and the cancelling of a rule) under the hands of three of the directors and of the secretary of the Company shall be sent to the registrar of friendly societies (as defined by the Friendly Societies Act 1896) :
- (4) Such rules shall contain provisions—
 - (A) For the management of the savings bank and for the chief office of the same ;
 - (B) If thought fit for the appointment and discharge of trustees ;
 - (C) For the payment in and the withdrawal of deposits the rate of interest thereon and the payment of such interest ;
 - (D) For the keeping and auditing of accounts ;
 - (E) For the balancing of accounts once a year at least and the sending on or before the first day of April in every year to the Registrar of Friendly Societies a general statement (to be called the annual return) of the receipts and expenditure funds and effects of the savings bank as audited made out to the thirty-first December then last inclusively with a copy of the auditor's report (if any) ;

- (F) For supplying every depositor on demand with a copy of the rules for the time being at a price not exceeding sixpence and with a copy of the annual return gratuitously ;
- (G) For keeping a copy of the last annual return with the auditor's report (if any) always hung up in a conspicuous place at the office of the savings bank ;
- (H) For giving notice within fourteen days to the registrar of any change in the chief office and of the appointment of any new trustees :
- (5) The registrar on being satisfied that the rules or that any amendment of rules of a savings bank are or is in conformity with law and with the provisions of this section shall issue to the Company an acknowledgment of registry of such savings bank or of such amendment of rules which shall be conclusive evidence that such savings bank or such amendment of rules are or is duly registered :
- (6) The rules when so registered shall be binding on the Company and its officers and on the depositors and their executors administrators and nominees Unless otherwise provided the Company shall be deemed to be the trustees of any savings bank established by them :
- (7) Deposits may if the rules so allow be received from or on account of married women and section 6 of the Married Women's Property Act 1882 shall apply to all such deposits :
- (8) Deposits may if the rules so allow be received from or on behalf of infants and infants above the age of sixteen years may execute all instruments and give all acquittances necessary to be executed or given under the rules but all instruments and acquittances relating to the deposits or claims of infants under the age of sixteen shall be executed or made by their parents or guardians :
- (9) A depositor above the age of sixteen may by writing under his hand sent to the office of the savings bank nominate any person to whom his deposits not exceeding one hundred pounds shall be paid at his decease and may from time to time in like manner revoke or vary such nomination :
- (10)—(A) Where the whole amount due by the trustees to a depositor at the time of his decease does not exceed one hundred pounds exclusive of interest and probate of the will of such depositor or letters of administration of his personal estate is not or are not produced to the trustees within such time as they may think reasonable if such depositor has made no nomination and so far as any nomination does not extend the trustees may subject to the provisions of this section as

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to duty without requiring probate of the will or letters of administration pay or distribute the amount so due as aforesaid to or among any of the persons herein-after described or indicated (that is to say):—

- (1) Any person who has paid the funeral expenses of the depositor;
 - (2) Creditors of the depositor;
 - (3) The widow or widower of the depositor;
 - (4) The persons entitled to the personal estate of the depositor according to the statutes of distribution;
 - (5) Any person undertaking to maintain the children of the depositor;
 - (6) The solicitor to the Treasury if the depositor being illegitimate dies intestate leaving no widow widower or issue;
- (B) The receipt of any of the persons mentioned in this subsection shall be a good discharge to the trustees for the sums paid and any such receipt may be signed by any widow widower or next-of-kin above the age of sixteen years notwithstanding that she or he has not attained the age of twenty-one years:
- (11)—(A) If the total property of any deceased depositor exceeds one hundred pounds after deduction of debts and funeral expenses any sum which may under this section be paid to a survivor in the account (not being a trustee) whose name has been added to the account at the request of such deceased depositor or otherwise than to the legal personal representative of the depositor shall notwithstanding such payment be for the purposes of estate duty treated as passing under the will or intestacy of the deceased depositor;
- (B) The trustees shall before making any payment in respect of deposits standing to the credit of a deceased depositor (either alone or jointly with any other depositor (not being a trustee) whose name has been added to such account at the request of such deceased depositor) to anyone but the legal personal representative of such deceased depositor require a declaration (in the form of the Third Schedule to this Act) by the claimant or one of the claimants or by the survivor or survivors in the account that the total estate of the deceased depositor including the amount of such deposits does not after deduction of debts and funeral expenses exceed the value of one hundred pounds;
- (C) In every such case as aforesaid where the total estate of the deceased depositor including such deposits but after deduction of debts and funeral expenses exceeds one hundred pounds the

trustees shall before making any payment to any survivor in the account or to any person other than the legal personal representative of the deceased depositor require production of a certificate from the Commissioners of Inland Revenue of the payment of the estate duty and of a duly stamped receipt for the succession or legacy duty payable in respect of such deposits or of a certificate stating that no succession or legacy duty is payable :

(12) Sections 9 10 48 and 49 of the Trustees Savings Banks Act 1863 as amended by the Savings Bank (Barrister) Act 1876 shall apply to every savings bank herein mentioned :

(13) If the trustees or officers of a savings bank fail to give any notice send any document or return or to do anything which the savings bank is hereby required to do or make a return or wilfully furnish information to the registrar in any respect false or insufficient or otherwise act contrary to the provisions of this section they shall be liable to a penalty not exceeding five pounds recoverable at the suit of any person aggrieved or of the chief or any assistant registrar of friendly societies in a court of summary jurisdiction in manner directed by the Summary Jurisdiction Acts :

(14) Section 100 of the Friendly Societies Act 1896 shall apply to any document issued by a registrar for the purposes of this section A copy of the rules under the seal of the Company shall also be evidence of such rules :

(15) The following fees shall be payable to the registrar for matters to be transacted under the provisions of this section and shall be paid by such registrar into the receipt of Her Majesty's Exchequer :—

	£	s.	d.
For the acknowledgment of registry of a savings bank and of every amendment of rules of the same - - - - -	1	1	0
For the determination of a registrar on a dispute - - - - -	1	1	0
And if more than one hearing or adjournment become necessary then £1 1s. 0d. more for every hearing after the first and for every adjournment For every document required to be signed by a registrar or to bear the seal of the central office (as defined by the Friendly Societies Act 1896) not chargeable with any other fee to the registrar - - - - -	0	2	6

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For every inspection on the same day of documents (whether one or more) in the custody of the registrar relating to one and the same savings bank -	£	s.	d.
	0	1	0

For every copy or extract of any document in the custody of the registrar not exceeding two hundred and sixteen words -	£	s.	d.
	0	1	0

And if exceeding that number fourpence per folio of seventy-two words in addition to the fee (if any) for the signature of a registrar or seal of the central office.

The Company may hold and use the moneys they receive as deposits in any savings bank established under the powers of this Act and all such moneys so held and used shall be deemed to be a loan to them from time to time in addition to their other statutory borrowing powers.

As to admission of officers and servants of other companies to benefits of Great Northern Railway Superannuation Fund and Great Northern Railway Mutual Guarantee Fund.

47. Any officer servant workman or apprentice employed on or in connexion with the lines of railway belonging to the Company in conjunction with any other company or companies or employed in any business or undertaking of which the Company jointly with any other company are owners or lessees shall (with the consent of such other company or companies) for the purpose of being admitted a member of the superannuation fund or of the Great Northern Railway Mutual Guarantee Fund established under the provisions of the Great Northern Railway (Various Powers) Act 1872 be deemed to be an officer or servant of the Company according to the true intent and meaning of the provisions of that Act relating to the said funds or either of them and those provisions and any scheme for the establishment of those funds and any rules or regulations thereof or relating thereto shall be read and construed accordingly:

Provided always that the foregoing enactment shall have effect only so far and upon such terms and conditions as are from time to time agreed upon by and between the Company and any such other company or companies as aforesaid and the committee of management of either of the said funds:

Provided that no such officer servant workman or apprentice shall be compelled to be admitted a member of the said superannuation fund or the said mutual guarantee fund.

Joint passenger station at Nottingham.

48. For the purpose of carrying into effect the provisions contained in the recited agreement dated the thirtieth day of January one thousand eight hundred and ninety-two between the Company and the Sheffield Company (herein-after referred to as "the two Companies") the capital to be raised for the purpose of

the construction of a joint passenger station at Nottingham for the use of the two Companies and the works and conveniences of the said station with all lands buildings and property purchased or to be purchased for the purposes thereof (all which are included in the expression "the joint station" where used in this Act) shall form a separate undertaking of those Companies distinct and apart from the rest of their respective undertakings and shall be called "the Nottingham Joint Station" and shall be vested in the Joint Committee by this Act constituted.

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49. Within one month from the passing of this Act a Committee shall be appointed as herein-after provided and the persons for the time being constituting such Committee are hereby united into a corporation for the purpose of carrying into effect the provisions of the recited agreement made between the two Companies and of this Act so far as they relate to the joint station and in performing the duties for the time being of that Committee by the name of "the Nottingham Joint Station Committee" (herein-after referred to as "the Committee") and by that name shall be a body corporate with perpetual succession and a common seal and with powers to purchase take hold and dispose of lands and other property.

Joint under-
taking to be
managed by
a Committee.

50. Within one month from the passing of this Act the directors of the Company shall nominate and appoint in writing under the hand of their chairman or secretary three persons and the directors of the Sheffield Company in like manner shall nominate and appoint three persons and such six persons shall form the Committee and they shall remain in office for one year and their places shall be filled or they may be re-appointed by the same means by which the original appointments were made and all the powers vested in the two Companies by this Act may be exercised by them in the name of the Committee and in that event for the purposes of this Act the expression "the promoters of the undertaking" in the Lands Clauses Consolidation Act 1845 and the expression "the Company" in the Railways Clauses Consolidation Act 1845 shall mean and apply to the Committee.

Constitution
of Com-
mittee.

51. The two Companies respectively may from time to time in like manner at their pleasure remove the members of the Committee so appointed by them respectively and may in like manner respectively fill up the vacancies occurring among such members by removal death or resignation.

As to
vacancies in
Committee.

52. No act of the Committee shall be invalid or illegal by reason only of any irregularity in the appointment of any member of the Committee.

Acts of
Committee
not to be
invalidated.

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Meetings of
Committee.

53. The Committee shall hold their meetings at such place as they from time to time determine and four members being two of the representatives of each Company shall be a quorum thereof and a chairman shall be elected for each meeting and chairmen shall unless otherwise unanimously agreed at the meeting be chosen alternatively from the members severally representing the two Companies and the representatives of each of the two Companies shall only have one vote amongst them and the chairman shall not have a casting vote.

Standing
arbitrator.

54. There shall be a standing arbitrator to determine questions arising between the representatives of the two Companies on the Committee.

First
standing
arbitrator.

55. The first standing arbitrator shall be appointed by the majority of the Committee and he shall subject to the provisions of this Act continue in office for one year from his appointment and each of his successors appointed as in this Act provided shall continue in office for one year from the time of his appointment unless in any case the office is sooner vacated by death incapacity to act resignation removal absence from the United Kingdom or otherwise.

Appointment
of succeeding
arbitrators.

56. On a vacancy happening in the office of standing arbitrator by expiration of term or office death incapacity to act resignation removal absence from the United Kingdom or otherwise the Committee shall failing agreement as soon as possible apply to the Board of Trade who shall appoint some person to be the standing arbitrator and the first or any succeeding arbitrator going out of office otherwise than by removal shall be capable of re-appointment.

References
to standing
arbitrator.

57. If any difference arises at a meeting of the Committee then on the request of the representative or representatives of either of the two Companies present at such meeting delivered to the secretary of the Committee within ten days after such meeting the same shall be referred to the standing arbitrator.

Decisions to
be final.

58. The decision of the standing arbitrator shall in all cases be final and binding on the Committee and on the two Companies.

Review of
decisions.

59. The standing arbitrator for the time being shall nevertheless on the request of the Committee or of the board of directors of either of the two Companies review any previous decision of himself or of any former arbitrator but any alteration of any such decision shall have a prospective operation only and shall not affect anything done or suffered under the decision reviewed.

Appoint-
ment of
officers.

60. The Committee may appoint remunerate and at their pleasure remove such officers clerks and servants as they may deem

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needful for the purposes for which they are constituted and they shall cause proper books of account to be kept containing accurate statements of the receipts and expenditure in respect of the joint undertaking and of the traffic thereon as well as books in which shall be entered the minutes of all proceedings at every meeting of such Committee.

61. Upon the appointment of the Committee the joint station in its then state of construction and all lands and property acquired therefor shall vest in the Committee and all lands and property required for the completion thereof shall be acquired and the station shall be completed by the Sheffield Company under the powers in that behalf of the Act of 1893 and the Manchester Sheffield and Lincolnshire Railway Act 1895 as agents for the Committee in accordance with plans and specifications agreed on between the two Companies.

Joint station vested in Committee but to be completed by Sheffield Company.

62. All lands and property acquired by the Sheffield Company for the purposes of the joint station after the appointment of the Committee shall vest in the Committee as part of the separate undertaking.

All lands for joint station to vest as acquired in Committee.

63.—(1) All expenses incurred or to be incurred for and in relation to the acquisition of such lands and property and the construction of the joint station shall be borne equally by the two Companies.

Cost of station to be paid by two Companies equally.

(2) The amount of the before mentioned expenses incurred or to be incurred shall be certified monthly by the respective general managers of the two Companies and the Company shall forthwith after such expenses shall have been so certified pay to the Sheffield Company a moiety of the same.

64. Upon the completion of the station an account shall be made up of the total expenditure incurred for and in relation to the acquisition of the lands and material therefor and in the construction thereof and any balance due on such account from one of the two Companies to the other of them shall be forthwith paid by the one of them indebted on such balance.

On completion of station account of expenditure to be made out &c.

65. The Committee shall create and issue such an amount of stock (to be called "Nottingham Joint Station stock") as shall raise a capital not exceeding one million pounds and the Committee shall thereout as from time to time paid up repay to the two Companies respectively the amounts respectively paid by them together with interest thereon from the date when the said respective amounts shall have been paid by the two Companies respectively. Provided that not more than one million pounds shall be raised by

Committee to create and issue stock.

A.D. 1897. the Committee under this Act or any other Act passed in the present session of Parliament.

Two Companies to pay rent on cost of separate undertaking.

66. The said stock shall be a first charge on the revenue of the Committee and shall be entitled to a perpetual fixed dividend not exceeding four pounds per centum per annum which shall be paid half yearly by the Committee in the months of February and August in every year. The two Companies shall jointly and as between themselves in equal proportions from time to time guarantee and secure in perpetuity the payment of the said fixed dividend on the said stock and shall and are hereby required from time to time to discharge any moneys they may be called on by the Committee to pay in respect of such guarantee. Upon the completion of the joint station the Committee shall forthwith demise the same in perpetuity to the two Companies as joint tenants thereof at an annual rent equal to the sum requisite to pay to the holders of the Nottingham Joint Station stock a dividend at a rate not exceeding four pounds per centum per annum to which such stock shall be entitled and the two Companies shall in respect of so much of the said stock as shall from time to time be paid up pay by equal moieties to the Committee such sums as will enable the Committee to pay to the holders of the said stock a dividend not exceeding four pounds per centum per annum on the amount so paid up and such rent shall be paid as part of the working expenses of the two Companies respectively.

Exemption of separate undertaking from liabilities affecting general undertakings of the two Companies.

67. The said separate undertaking and the revenues arising therefrom shall not be liable for the principal or interest of any mortgage or debenture debt or other charge on any other part of the respective undertakings of the two Companies.

Separate accounts.

68. Separate accounts shall be kept of the capital and revenue of the separate undertaking and of the payments made in respect thereof in the same form and subject to the same conditions as nearly as may be as if the separate undertaking belonged to an independent company.

Repayment to general undertakings of the two Companies of money spent for purposes of separate undertaking.

69. The directors of the two Companies may from time to time make such provision as to them seems expedient for repayment by the separate undertaking to the general undertakings of the two Companies or either of them of money expended or to be expended out of the revenue or capital of the general undertakings of the two Companies or either of them for any of the purposes of the separate undertaking.

Joint station to be managed by

70. The working arrangements and general management of the joint station shall be made and conducted by the two Companies

in such manner as shall be agreed on between them or as failing agreement shall be settled by arbitration.

the two
Companies.

71. The two Companies severally or jointly may use the separate undertaking and every part thereof as fully to all intents and purposes as if the same formed part of the undertaking of each of the Companies.

As to user
of separate
undertaking.

72. The Committee shall apply the stipulated rent herein-before provided to be paid by the two Companies in payment of dividend to the holders of the Nottingham Joint Station stock in the manner herein-before provided.

As to dis-
posal of
revenue.

73. In order to provide funds for carrying on the business of the Committee the following provisions shall apply:—

As to funds
for business
of Com-
mittee.

The Committee shall from time to time by minute estimate the amount of moneys required by them for the above purposes and shall fix the times at which such moneys are to be paid to their bankers or treasurer and copies of every such minute signed by the chairman of the meeting at which such minute was made and by the secretary of the Committee or by the arbitrator shall be sent with all convenient despatch to the respective secretaries of the two Companies and addressed to the principal offices of those Companies:

The two Companies shall at the time so fixed in the minute pay in equal moieties to the bankers or treasurer of the Committee the amount specified in the minute and such moieties shall be deemed debts due from the Companies respectively to the Committee from the day fixed for the payment thereof until the same shall be discharged:

If either of the Companies shall make default in such payment the same Company shall be charged by the Committee and shall pay to the Committee interest at the rate of five pounds per centum per annum upon the amount due from the same Company to be calculated from the day fixed for the payment until the day when the same is paid:

The Committee may recover from the Company in default the moneys so due by action of debt in any court of competent jurisdiction and it shall be sufficient in any such action for the Committee to produce its minute book containing the estimate on which the claim is founded and to prove that a copy of the said minute duly authenticated was sent to the secretary addressed at the principal office of the Company in default and that the sum mentioned in the said minute has not been paid.

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Actions &c.
with respect
to separate
undertaking.

74. All actions suits indictments and other proceedings at law or in equity which might have been brought and prosecuted by or against either of the two Companies if that Company had been solely authorised to exercise the powers by this Act conferred on the two Companies jointly may as regards any act or default of the Committee in relation to the separate undertaking or any part thereof or the execution of this Act be brought and prosecuted by or against the Committee and any summons demand writ notice or other proceeding at law or in equity or otherwise relating in any manner to the said undertaking or to any act or default of the Committee shall if served on the secretary of the Committee or if left at the principal office of the Committee or of either of the two Companies be valid and effectual.

Certain
provisions of
8 & 9 Vict.
c. 16. incor-
porated.

75. For the purposes of the provisions of this Act so far as they relate to the joint station the following sections of the Companies Clauses Consolidation Act 1845 are incorporated with and form part of this Act and the expression "the directors" in the said sections mentioned means the Committee and the expression "the Company" in the one hundredth section means the two Companies or either of them:—

Section 97 with respect to the making of contracts;

Section 98 with respect to the entry of proceedings;

Section 99 with respect to informalities in appointment of directors;

Section 100 with respect to the personal liability of directors;

Sections 101 to 108 with respect to the appointment and duties of auditors;

Sections 109 to 114 with respect to the accountability of officers of the Company;

Sections 124 to 127 with respect to the making of byelaws;

Sections 142 to 160 with respect to the recovery of damages not specially provided for and penalties; and

Sections 161 and 162 with respect to access to the special Act:

Provided always that any contract which according to the said ninety-seventh section ought to be made under seal shall be valid and effectual if made in the name of the Committee under the hands and seals of the chairman of the meeting of the Committee when such contract was signed and of the secretary of the Committee.

Company
may apply
their funds
towards pur-
poses of Act.

76. The Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they are already or which by virtue of any Act to be passed during the present session of Parliament they may be authorised to raise and

which may not be required by them for the purposes for which the same were authorised to be raised. A.D. 1897.

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

78. 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. Costs of Act.

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SCHEDULES referred to in the foregoing Act.THE FIRST SCHEDULE.

DESCRIBING PROPERTIES OF WHICH PORTIONS ONLY MAY BE REQUIRED.

Parish.	Numbers on Plans deposited with respect to this Act.
Sneinton - - -	38 38A 40A 41 and 45.
Farcet - - -	4 9 and 10.
Fletton - - -	17 and 19.

THE SECOND SCHEDULE.

ARTICLES OF AGREEMENT made the fourteenth day of December one thousand eight hundred and ninety-four between THE GREAT NORTHERN RAILWAY COMPANY (herein-after called the said Company) of the one part and THE MASTER GOVERNOR AND BRETHREN OF THE WEST RETFORD TRINITY HOSPITAL in the parish of West Retford in the county of Nottingham (herein-after called the said Hospital) of the other part.

WHEREBY it is agreed between the said parties hereto as follows:—

1. The said Company shall sell and the said Hospital shall purchase at the price of one hundred pounds the fee simple in possession subject to the existing tenancies but free from other incumbrances of and in all and singular the lands and premises described in the First Schedule hereto together with the rights also therein mentioned.

2. The said Hospital shall sell and the said Company shall purchase at the price of one hundred pounds the fee simple in possession subject to the existing lease or tenancy but free from other incumbrances of the lands and premises comprised in the Second Schedule hereto together with the rights also therein mentioned.

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3. Each party to this agreement shall within one calendar month from the date hereof at their own expense deliver to the other of them or their solicitors an abstract of title in accordance with this agreement to the said premises agreed to be sold by such party.

4. The title of the said Company shall commence with an indenture dated the sixth day of April one thousand eight hundred and seventy-eight and made between the Master Governor and Brethren of the said Hospital of the one part and the said Company of the other part and the said Company shall show sufficient and proper power to enter into this agreement and carry out the same and every stipulation herein contained and to be performed or observed by the said Company. And in case it shall appear that this agreement or any such stipulation as aforesaid is not authorised by their existing powers the said Company shall at their own costs forthwith apply for and use their best endeavours to obtain such powers in any Bill they may have in the next session of Parliament.

5. The title of the said Hospital shall commence with the will of John Darel dated the eleventh day of November one thousand six hundred and sixty-four and the purchaser shall assume that the said John Darel was at the date of his will and thence to the time of his death seized of the property for an estate of inheritance in fee simple free from incumbrances. By such will the testator gave forty shillings per annum out of lands which are of considerable extent to the governor of the free school at Gainsborough. The said Hospital will covenant with the Company to pay such sum and the Company shall require no release of the land purchased from such charge.

6. If both parties shall deduce a good title in accordance with this agreement and shall have shown sufficient and proper powers to enter into and carry out the same then the said respective purchases shall be completed on or before the thirty-first day of December one thousand eight hundred and ninety-five or at the expiration of two months after the further necessary powers (if any) have been obtained (whichever shall first happen) by proper conveyances and assurances. Such conveyances and assurances shall be respectively prepared by and at the expense of the parties to whom they are respectively made.

7. The respective purchasers shall be let into actual possession or receipt of the rents on the completion of the said purchases up to which date all outgoings shall be discharged by the respective vendors the outgoings if necessary to be apportioned for the purposes of this condition.

8. The property agreed to be purchased by the said Company is let with other lands belonging to the said Hospital at one entire rent and the sum of seven shillings and sixpence shall be the apportioned part payable in respect of the property purchased by the said Company no legal apportionment shall be required but the said Hospital shall account to the said Company for the said proportion.

9. The vendors respectively shall retain all deeds and other documents which relate as well to other property belonging to them as to the property hereby agreed to be sold by them and shall give to the other party a statutory acknowledgment of their right to the production of such deeds and documents and to delivery of copies thereof and also a statutory undertaking for the safe custody thereof.

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10. It is intended by the said Hospital to construct a new public road to be called Trinity Road from the point marked D to the point marked E upon the plan annexed to these presents as shown upon such plan and it is intended by the East Retford Corporation to continue such road from the point marked E to the point marked F and a contract has been entered into between the said Hospital and the said corporation to carry out such intentions one of the terms of such contract being that when the whole length of the road is constructed it should be dedicated to the public and that the said corporation shall thereafter bear the cost of keeping it in repair. When such road is fully constructed and dedicated to the public the said Company shall on demand pay the said Hospital the sum of one hundred pounds towards the cost of the said Hospital of constructing that part of the road which they have so agreed to construct and the said Hospital shall duly carry out their said contract with the said corporation and shall not rescind or vary the same without the consent in writing of the said Company's surveyor.

11. It is intended by the said Hospital to sell the land adjoining the said new road for the purpose of private dwelling-houses or shops only (plans whereof are to be first approved by the surveyor for the time being to the said Hospital). The said Company or their assigns shall not at any time on the land purchased by them or on their own land between the land purchased by them and the road known as Station Road erect or permit to be erected any buildings nearer to the said new road than the building line marked on the plan.

12. The cost estimated at sixty-five pounds of removing the meter house at present standing on the said land hereby agreed to be purchased by the said Hospital at the north-western end of the said Station Road shall be borne and paid by the said Hospital and the said Company in equal moieties.

13. Each of the parties hereto shall bear the cost of fencing in the land purchased by them respectively but the existing fence shall not be removed by the respective vendors from the lands agreed to be sold by them respectively.

14. The agreement hereby entered into shall not be considered as an agreement for an exchange. Each party shall pay their own expenses of investigating the title of the other of them and of the negotiation for and preparation of these presents and otherwise in relation to the said purchase.

IN WITNESS whereof the said parties to these presents have hereunto affixed their seals the day and year first before written.

THE FIRST SCHEDULE HEREIN-BEFORE REFERRED TO.

All that strip of land situate in the parish of Ordsall in the county of Nottingham adjoining the Station Road and containing one thousand two hundred and fourteen square yards more or less being bounded on or towards the north-east by property belonging to the said Hospital on or towards the north-west by South Terrace on or towards the south-west by Station Road and on or towards the south-east by property belonging to the said Company and which said piece of land is delineated on the said plan annexed to these presents and thereon coloured pink together with the interest (if any) of the said Company in the mines and minerals lying

within and under the said strip of land and together with the right of a building frontage to the said Company's said road called Station Road with full rights of ingress to and egress from such road from and into the said land so agreed to be purchased from the said Company and through such land to the other land of the said Hospital bounding such first-named land on or towards the north-east and together with full rights of road for all purposes from the said land so agreed to be purchased and such other land belonging to the said Hospital along and over the said Station Road. A.D. 1897.

THE SECOND SCHEDULE HEREIN-BEFORE REFERRED TO.

All those two pieces of land situate in the parish of Ordsall in the county of Nottingham containing two thousand four hundred and thirty square yards more or less being bounded on or towards the north-east and south-east by property belonging to the said Hospital on or towards the north-west by a proposed new road intended to be called Trinity Road and on or towards the south-west by property belonging to the said Company as the same pieces of land are delineated on the said plan annexed to these presents and thereon coloured green Together with the right (subject to the restrictions as to building in the above written agreement expressed) of a building frontage to the said proposed new road and full rights of ingress to and egress from such new road from and into the land so agreed to be purchased from the said Hospital and together with full rights of road for all purposes from the said land so agreed to be purchased and other land belonging to the said Company along and over the said new road when constructed And together with all mines and minerals lying within and under the said pieces of land and also the right of pre-emption or repurchase of any part of the said hereditaments hereafter becoming superfluous land.



The common seal of the said Master and Governor and Brethren was hereunto affixed in the presence of } EDWIN WILMSHURST
Agent and Bailiff Trinity Hospital
West Retford Notts.



A.D. 1897.

THE THIRD SCHEDULE.

ESTATE LEGACY AND SUCCESSION DUTY.

FORM for use in cases where the Deceased had deposits in the Savings Bank and exemption from Estate Legacy or Succession Duty is claimed on the ground that the Estate is under £100 in value.

(¹) Here state the name address and occupation of the deceased and if a female whether married single or a widow.

(²) Here state the name and address of the person by whom the account is rendered and how such person was related to or connected with the deceased.

AN ACCOUNT of the estate and of the debts and funeral expenses of (¹) _____ of _____ the depositor in the _____ Savings Bank Account No. _____ who died on the _____ day of _____ one thousand eight hundred and _____ rendered by (²) _____

Description of Property.	Value of Property.		
Cash in house - - - - -			
Money deposited in the _____ Savings Bank or _____ in any other savings bank -			
Furniture wearing apparel &c. - - - - -			
Stock in trade &c. - - - - -			
Life assurance policies - - - - -			
Money payable by any friendly or other society -			
Book and other debts due to the deceased - -			
Money invested in the public funds through the medium of this savings bank or otherwise or in any railway or other shares or stocks - -			
Leasehold property viz. :			
(³) Personal property of any other description viz. :			
(⁴) Freehold or copyhold houses or land :—			
	£		

(³) If none please state so.

(⁴) State the interest enjoyed by the depositor whether in fee tail for life or otherwise.

