



CHAPTER ccxlix.

An Act to empower the Lincoln and East Coast Railway and Dock Company to abandon the construction of certain authorised harbour works and to construct other works in lieu thereof to transfer to the Company the undertakings of the Louth and East Coast and Sutton and Willoughby Railway Companies to confirm agreements with those companies and with the Great Northern Railway Company for the raising of additional capital by the Company and for other purposes.

A.D. 1898.

[12th August 1898.]

WHEREAS by the Lincoln and East Coast Railway and Dock Act 1897 (herein-after called "the Act of 1897") the Lincoln and East Coast Railway and Dock Company (herein-after called "the Company") were incorporated and powers were conferred upon them to construct certain railways east of Lincoln forming part of a railway from Warrington in Lancashire to Sutton-on-Sea on the coast of Lincolnshire authorised to be constructed by the Lancashire Derbyshire and East Coast Railway Company (herein-after called "the Lancashire Company") under the powers of the Lancashire Derbyshire and East Coast Railway Act 1891:

And whereas by the said Act of 1897 the undertaking previously known as the North Sea Fisheries (East Lincolnshire) Harbour and Dock authorised by the North Sea Fisheries (East Lincolnshire) Harbour and Dock Act 1884 (herein-after called "the Act of 1884") (which undertaking had been by the Lancashire Derbyshire and East Coast Railway Act 1892 transferred to the Lancashire Company) was transferred to the Company and the Company were authorised to improve enlarge and otherwise deal with the same:

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And whereas it is expedient that the Company should be authorised to abandon the construction of certain of the works authorised by the Act of 1884 and to construct other works :

And whereas plans and sections showing the lines and levels of the works authorised by this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Lincoln and are herein-after respectively referred to as the deposited plans sections and book of reference :

And whereas by the Louth and East Coast Railway Act 1872 the Louth and East Coast Railway Company (herein-after called "the Louth Company") were incorporated and authorised to construct the railways and works described in the said Act :

And whereas the Company and the Louth Company have entered into an agreement for the transfer of the undertaking of the Louth Company to the Company and it is expedient that the said agreement should be confirmed :

And whereas by the Sutton and Willoughby Railway Act 1884 the Sutton and Willoughby Railway Company (herein-after called "the Sutton Company") were incorporated and were by that Act and by the Sutton and Willoughby Railway (Mablethorpe Extension) Act 1886 authorised to construct the railways and works described in those Acts :

And whereas the Company and the Sutton Company have entered into an agreement for the transfer of the undertaking of the Sutton Company to the Company and it is expedient that the said agreement should be confirmed :

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

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

PART I.—PRELIMINARY.

Short title.

1. This Act may be cited as the Lincoln and East Coast Railway and Dock Act 1898.

Incorporation of Acts.

2. The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 Part III. (Working agreements) and Part V. (Amalgamation)

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of the Railways Clauses Act 1863 Part II. (Additional capital) and Part III. (Debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts and the Harbours Docks and Piers Clauses Act 1847 are (except where expressly varied by or inconsistent with this Act) incorporated with and form part of this Act. A.D. 1898.

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

The expressions "the undertaking of the Louth and East Coast Railway" and "the undertaking of the Sutton and Willoughby Railway Company" mean the respective undertakings of the said companies including therein all the lands buildings railways works engines carriages waggons and other rolling stock and plant of every description property and effects powers rights privileges obligations and liabilities of the said companies respectively of whatsoever kind and whether with reference to their own undertakings or the undertakings of other companies bodies or persons and including the powers of purchasing by compulsion or otherwise and holding lands houses and buildings constructing and abandoning works selling superfluous lands fixing and levying of tolls rates and charges and managing working using and maintaining the said respective undertakings which may be vested in or belong to or be held exercised enjoyed or possessed by the said companies respectively at the respective times of the transfer and vesting of the undertakings in the Company by this Act authorised.

PART II.--WORKS.

4. The Company shall abandon the construction of the works numbered (1) (2) and (3) and described in section 5 of the Act of 1884. Abandonment of portion of works authorised by Act of 1884.

5. Subject to the provisions of this Act the Company may make and maintain in the situation and according to the lines and levels shown on the deposited plans and sections the works herein-after described together with all proper approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose The works Power to make works.

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A.D. 1898. — herein-before referred to and authorised by this Act will be wholly situated in the parish of Sutton-in-the-Marsh in the parts of Lindsey in the county of Lincoln or on the foreshore and bed of the sea adjacent thereto and are as follows:—

(A) A pier or breakwater commencing at a point at high-water mark of ordinary tides seven hundred and fifty yards or thereabouts measured in a southerly direction from the south-eastern corner of the promenade at Sutton-on-Sea and extending thence seaward in an easterly direction for a distance of one thousand three hundred yards or thereabouts and terminating at a point one thousand six hundred and seventy yards or thereabouts measured in a north-easterly direction from the centre of the archway carrying the old Roman bank over the Boy Grift Drain:

(B) A pier or breakwater commencing at a point at high-water mark of ordinary tides two thousand one hundred and seventy yards or thereabouts measured in a southerly direction from the south-easternmost corner of the promenade at Sutton-on-Sea and extending thence seaward in a north-easterly direction for one thousand and fifty yards or thereabouts and terminating at a point one thousand eight hundred and thirty-three yards or thereabouts measured in a south-easterly direction from the south-easternmost corner of the promenade at Sutton-on-Sea.

Lands for
new works
and general
purposes of
undertaking.

6. Subject to the provisions of this Act the Company may acquire by compulsion or agreement and may hold maintain and use for the works authorised by this Act or for sidings or other accommodations and conveniences for the general purposes of their harbour and dock undertaking the lands shown on the deposited plans and herein-after described namely:—

(1) Certain lands in the parish of Sutton-in-the-Marsh in the parts of Lindsey in the county of Lincoln lying on the east side of and abutting on the Sutton and Willoughby Railway and bounded on the south side by Boy Grift Drain on the east side by the North Sea and on the north side by a line extending from a point on the Sutton and Willoughby Railway sixty-six yards or thereabouts measured in a northerly direction from the centre of the level crossing of Crabtree Lane over the said railway to the south-western corner of the enclosure numbered 361 on the 25-inch Ordnance map published in 1889 thence following along the southern side of the said enclosure for a distance of five hundred and eighty yards or thereabouts to a point on the fence separating enclosure No. 361 from enclosure No. 377 on the said map and thence in a straight line to a

point at high-water mark two hundred and thirty yards or thereabouts distant from the south-eastern corner of Ivy Cottage measured in a south-easterly direction; A.D. 1893.
 —

(2) Certain lands in the parish of Sutton-in-the-Marsh numbered 190 369 and 189 on the 25-inch Ordnance map published in 1889 :

Provided that so much of the piers and works as is constructed in and upon the foreshore and bed of the sea adjoining the parish of Sutton-in-the-Marsh or any land reclaimed from the sea shall from and after the completion thereof be included for all purposes in the said parish and in any district or other area within which the parish is comprised.

7. The Company may enclose reclaim and convert to the purposes of their undertaking or any other purpose the whole or any part of the bed and foreshore of the sea and any other lands and foreshore that will be enclosed by the proposed works and may expend such sums as may in their opinion be necessary or advisable for such purposes. Reclamation of lands.

8. The Company in the construction of the piers or breakwaters may deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviation shown thereon and vertically from the levels shown on the deposited sections to any extent not exceeding ten feet Provided also that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade. Limits of lateral and vertical deviation.

9. The powers of the Company for the compulsory purchase of lands shall not be exercised after the expiration of three years after the passing of this Act. Period for compulsory purchase of lands.

10. The Company may in connexion with the proposed works or any portions thereof make provide and maintain all necessary and convenient rails sidings junctions turntables stations approaches roads gates warehouses sheds buildings yards quays wharves wharf walls retaining walls river walls embankments jetties groynes shipping places staiths stairs stages tramways machinery graving docks cranes drops dolphins moorings buoys beacons and other works buildings and conveniences connected with the proposed piers and works. Subsidiary works.

11. The jurisdiction and authority of the Company and their officers shall extend to and include the land and water area within a radius of three hundred yards from the eastern end of the pier described in section 5 subsection (A) of this Act and one hundred yards below high-water mark from any other portion of the works Extension of jurisdiction of Company to new works.

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A.D. 1898. — authorised by this Act and the limits of the harbour-master's authority as defined in the Act of 1884 shall be and are hereby extended and enlarged accordingly so as to include the same.

Deepening
and dredging
of channels
&c.

12. The Company may deepen dredge scour cleanse alter and improve the bed banks shores foreshore and channels of the sea at or near the works by this Act authorised for the purpose of the said works and for forming and maintaining convenient means of access thereto and for removing obstructions and for other purposes connected with the improvement of the Company's undertaking and may purchase hire provide or maintain all necessary dredging and other machines engines tug boats barges craft and appliances necessary or expedient for the said purpose Provided that the works authorised by this section below high-water mark shall not be commenced without the consent in writing of the Board of Trade.

Lights on
works
during con-
struction.

13. The Company shall at or near the works below high-water mark hereby authorised during the whole time of the constructing altering or extending the same exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) as the Board of Trade from time to time require or approve.

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

Period for
completion
of works.

14. On the expiration of seven years from the passing of this Act the powers by this Act conferred upon the Company for constructing the works in this Act described shall cease except as to so much thereof as shall then be completed.

Saving
rights of
Crown under
Crown
Lands Act.

15. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections 21 and 22 of the Crown Lands Act 1866 and belonging to or exerciseable on behalf of Her Majesty.

Saving
rights of
Crown in
foreshore.

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

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

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

18. If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Company on in over through or across tidal lands or tidal water or of the intended site of any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily.

Survey of works by Board of Trade.

19. If a work constructed by the Company on in over through or across tidal lands or tidal water is abandoned or suffered to fall into decay the Board of Trade may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily.

Abatement of work abandoned or decayed.

20. The Company shall at the outer extremity of their works below high water exhibit and keep burning from sunset to sunrise such lights (if any) as the Corporation of Trinity House Deptford Strond shall from time to time direct.

Company to exhibit lights.

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

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Provision
against
danger to
navigation.

21. In case of injury to or destruction or decay of the pier or works or any part thereof the Company shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Corporation of Trinity House Deptford Strond and shall apply to that Corporation for directions as to the means to be taken and the Company shall be liable to a penalty not exceeding ten pounds for every calendar month during which they omit so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

Works to
form part of
undertaking
of Company.

22. The works executed under the authority of this Act shall for the purposes of tolls rates and charges and all other purposes whatsoever be part of the Lincoln and East Coast Railway and Dock and comprised in the undertaking of the Company.

PART III.—TRANSFER TO COMPANY OF UNDERTAKINGS OF LOUTH AND EAST COAST AND SUTTON AND WILLOUGHBY RAILWAY COMPANIES.

Transfer to
Company of
undertaking
of Louth
Company.

23. Subject to the terms and conditions and for the consideration specified in the agreement contained in the First Schedule to this Act (which agreement as modified by this Act is hereby confirmed and made binding upon the parties) the Louth Company shall sell and the Company shall purchase the undertaking of the Louth Company and from and after the date of the completion of the purchase named in the said agreement the undertaking of the Louth Company shall be and is hereby transferred to and vested in the Company and the Louth Company shall be dissolved except for the purpose of winding up their affairs and distributing the purchase money specified in the said agreement.

The transfer and vesting shall be deemed to be an amalgamation within the meaning of Part V. (Amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. shall extend and apply thereto accordingly so far as the same are applicable and are not inconsistent with or varied by this Act.

As to
winding up
and distri-
bution of
purchase
money &c.
of Louth
Company
after sale.

24.—(1) On completion of the sale to the Company of the undertaking of the Louth Company that company at an extraordinary meeting specially called for that purpose shall by resolution appoint two persons to act on behalf of the proprietors in winding up the affairs of the Louth Company and in the distribution of the balance of the assets of that company in accordance with the provisions of this Act and such meeting shall

fix the remuneration of such persons for the work to be performed by them and such persons shall have all the powers and authorities of liquidators acting in a voluntary winding up of the affairs of a company under the Companies Acts 1862 to 1890 and shall proceed subject to and in accordance with the provisions of those Acts and of this Act to wind up the affairs of the Louth Company. A.D. 1898.

(2) The persons to be appointed are in this and the following subsections referred to as the liquidators and such winding up shall take effect in all respects as the voluntary liquidation of a company registered under the Companies Acts 1862 to 1890 and be subject to the like jurisdiction in all respects of the Chancery Division of the High Court as in such liquidation.

(3) The liquidators shall proceed to get in and realise all the assets of the Louth Company not included in that part of the undertaking transferred by this Act and shall apply the same and the proceeds thereof together with the purchase money or consideration payable in respect of the said transfer in manner following:—

- (A) In payment of the costs charges and expenses of the Louth Company of and incidental to the opposition of that company to the Lincoln and East Coast Railway and Dock Act 1897 and of and incidental to the said agreement for sale and of carrying out the same and of the said sale and of and in connexion with their opposition to or support of this Act and of and incidental to and consequent upon the liquidation of the Louth Company and the distribution of its assets;
- (B) In payment to the holders of the A Four per Centum Debenture Stock of the Louth Company of the nominal amount secured by the said debentures respectively with interest down to the date of payment;
- (C) In payment to the holders of the B Five per Centum Debenture Stock of the Louth Company of the sum of twenty thousand three hundred and forty-nine pounds to be equally distributed amongst them in proportion to the amount of their holdings in such stock being at the rate of seventy per centum upon the amount of such stock;
- (D) In payment of all outstanding debts and liabilities of the Louth Company other than debenture stock and whether upon the revenue or capital account;
- (E) The balance of the said purchase money and assets after setting aside such a sum not exceeding two thousand pounds as the directors may prescribe for distribution amongst the directors and officers of the Louth Company in payment of

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their services and as compensation for loss of office (and which amount shall be distributed amongst such directors and officers in such proportions as the directors may prescribe) shall be divided between the holders of the ordinary stock or shares of the Louth Company rateably in proportion to their respective holdings. Provided that in the event of the Company transferring to the Louth Company two thousand five hundred pounds fully paid preferred half shares of the Company in lieu of part of five thousand pounds cash part of the purchase money payable to the Louth Company under the agreement contained in the First Schedule to this Act then and in such case the said two thousand five hundred pounds fully paid preferred half shares shall be transferred to the said directors of the Louth Company in lieu and satisfaction of the sum of one thousand two hundred and fifty pounds part of the said sum of two thousand pounds cash directed to be set aside and distributed between such directors and officers under this subsection and the said two thousand five hundred pounds fully paid deferred half shares shall be transferred to and distributed between such holders of ordinary stock of the Louth Company as shall on or before the first day of June one thousand eight hundred and ninety-eight have signified their willingness to accept such deferred half shares in the Company at par in satisfaction of an equal amount of cash payable to such holders of ordinary stock of the Louth Company under subsection (D) of this section in respect of their holdings in such stock.

(4) For the purposes of the winding up the liquidators may employ such officers and servants at such reasonable remuneration and may obtain such professional advice and assistance as they think fit.

(5) With a view to such winding up the liquidators shall as soon as conveniently may be after the passing of this Act publish notice thereof and of the intention to wind up the affairs of the Louth Company and to distribute the assets thereof and such notice shall state that all persons having any charge lien or incumbrance affecting the undertaking of the Louth Company or having any claim against the Louth Company shall send particulars thereof in writing to the liquidators at the office of the Louth Company at Louth in order that the same may be satisfied or dealt with and such notice shall be advertised once in the London Gazette and once in each of three successive weeks in a paper published at Boston and Louth and in a daily newspaper published in London.

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(6) The liquidators shall within a month after the publication of such advertisement discharge all debts and liabilities properly owing by the Louth Company the particulars of which shall have been sent to them as herein-before provided together with any other payments by this Act directed or authorised to be made.

(7) In case the liquidators shall be unable after the expiration of three months from the insertion of the last of the said advertisements to ascertain the person to whom any money owing by the Louth Company is properly payable or in case there shall be no person who can give an effectual receipt for the same they may at any time thereafter dispose of the moneys so owing in accordance with the provisions of any Act for the time being in force for the relief of trustees.

(8) After the expiration of three months from the date of the insertion of the last of the said advertisements the liquidators shall be at liberty to distribute the assets of the Louth Company having due regard to all claims of which they shall have had notice and shall not be liable in respect of such distribution to any person or persons of whose claim they shall not have had notice at the time of such distribution.

(9) Every person claiming to be the proprietor of any share or stock of the Louth Company shall be required at or before the distribution of the assets of the Louth Company to produce to the liquidators the certificate of the shares or stock held by him or account to the satisfaction of the liquidators for his inability to produce the same and such certificates shall be delivered up to the liquidators in exchange for the amount which the respective proprietors shall be entitled to receive on the distribution of the assets and shall be cancelled by the liquidators.

25. Subject to the terms and conditions and for the consideration specified in the agreement contained in the Second Schedule to this Act (which agreement is hereby confirmed and made binding upon the parties) the Sutton Company shall sell and the Company shall purchase the undertaking of the Sutton Company and from and after the date of the completion of the purchase named in the said agreement the undertaking of the Sutton Company shall be and is hereby transferred to and vested in the Company and the Sutton Company shall be dissolved except for the purpose of winding up their affairs and distributing the purchase money provided for in the said agreement.

Transfer to
Company of
undertaking
of Sutton
Company.

The transfer and vesting shall be deemed to be an amalgamation within the meaning of Part V. (Amalgamation) of the Railways Clauses Act 1863 and the provisions of the said Part V. shall

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A.D. 1898. extend and apply thereto accordingly so far as the same are applicable and are not inconsistent with or varied by this Act.

Sutton Company to be wound up.

26. The affairs of the Sutton Company shall be wound up in the same manner and with the same incidents as if that company was a company registered under the Companies Acts 1862 to 1890 and had at the date of the passing of this Act duly passed special resolutions requiring that company to be wound up voluntarily and for the purposes of such winding up the said company shall from and after the passing of this Act be deemed to be registered in England under the said Acts and for the purposes of calling and holding meetings and passing resolutions and all other matters incident to such winding up resolutions of meetings of the said company convened and held in pursuance of the provisions contained in the Sutton and Willoughby Railway Act 1884 and the Acts incorporated therewith may and shall take effect as resolutions of a company duly registered.

Power for trustees &c. to accept payments under this Act in lieu of stock of Louth Company.

27. Trustees executors and administrators being proprietors of any stock of the Louth Company may accept any moneys payable under this Act in substitution for the stock of the Louth Company held by them in respect of which such money is payable and may hold dispose of or otherwise deal with such moneys in all respects as they might have held disposed of or otherwise dealt with the stock or the proceeds of sale of such stock in respect of which such payment is made and no such trustee executor or administrator shall incur any liability whatsoever by accepting any payment made to him under the authority of this Act.

Power for trustees &c. to accept payments or hold Company's stock in lieu of stock of Sutton Company.

28. Trustees executors and administrators being proprietors of any stock of the Sutton Company may accept any moneys payable under this Act or any shares or stock issued thereunder in accordance with the terms of the agreement contained in the Second Schedule thereto in substitution for the stock of the Sutton Company held by them in respect of which such money is payable or such shares or stock may be issued and may hold dispose of or otherwise deal with such moneys shares or stock in all respects as they might have held disposed of or otherwise dealt with the stock or the proceeds of sale of such stock in respect of which such payment is made or such shares or stock issued and no such trustee executor or administrator shall incur any liability whatsoever by accepting any payment made or any shares or stock issued and allotted to him under the authority of this Act.

Capital powers of Louth and

29. On the vesting of the undertakings of the Louth and Sutton Companies in the Company all the unexercised powers of

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those companies of raising capital shall be and the same are hereby extinguished.

Sutton
Companies
extinguished.

30. When and so soon as the affairs of the Louth and Sutton Companies are respectively wound up and their respective assets distributed as in this Act provided the said companies respectively shall by virtue of this Act be finally dissolved.

Dissolution
of Louth
and Sutton
Companies.

31. All the provisions of any Act or Acts relating to the Louth and Sutton Companies except those relating to the share and loan capital and the directors and constitution of those companies shall (so far as applicable and subject to the provisions of this Act) have effect as if the Company had been named throughout the same instead of the said companies.

Certain
provisions of
Louth and
Sutton Acts
to apply.

32. The Louth and Sutton Companies shall upon the payment to them respectively by the Company in the manner respectively provided by the agreements contained in the First and Second Schedules to this Act of the purchase money therein specified hand over to the Company all conveyances leases deeds agreements land and property plans parliamentary plans and sections books of reference plans and documents of title in their respective possessions relating to land purchased or leased by or held in trust for or otherwise in any way affecting their undertakings together with their respective common seals and all books of account minute books registers transfer books and all other books or documents relating to their internal affairs and in the meantime and until such payments as aforesaid the Company shall have access free of charge at all reasonable times to all such books plans registers and other documents and after the date of the said payment the Company will free of cost to the said companies at all reasonable times allow those companies and the liquidators of them respectively to have access to all such of the said conveyances leases deeds agreements plans books and documents as shall be required by the said companies or their liquidators for settling the claims of all persons having or making any claim against them or be otherwise required for the winding up of the said companies respectively.

Deeds &c. to
be delivered
to Company.

PART IV.—CAPITAL.

33. The Company may apply towards the construction of the works by this Act authorised and other purposes of this Act being in every case purposes to which capital is properly applicable any moneys which they are already authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised.

Company
may apply
their funds
towards
purposes of
Act.

A.D. 1898.

Restriction
on taking
houses of
labouring
class.

34. The Company shall not under the powers of this Act purchase or acquire 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 last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or which have been or shall be subsequently so occupied.

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

PART V.—MISCELLANEOUS.

Power to
Company to
run over and
use Great
Northern
Railways.

35. Subject as herein-after mentioned the Company may run over work and use with their engines carriages waggons and officers and servants for the purposes of traffic of every description the railways portions of railway and stations next herein-after mentioned or any parts thereof respectively (that is to say):—

- (A) The railway of the Great Northern Railway Company (in this Act called "the Great Northern Company") between Pye Wipe Junction and the commencement near Longwood of the "Washingborough Junction Railway" authorised by the Lancashire Derbyshire and East Coast Railway Act 1892 subject as regards the use of any level crossing to the provisions for the protection of the Lincoln Corporation contained in the Lancashire Derbyshire and East Coast Railway Act 1891;
- (B) The railway of the Great Northern and Great Eastern Joint Committee between the junction thereof with the Lancashire Derbyshire and East Coast Railway near Pye Wipe and Greetwell Junction and also the Great Northern Railway from the said Greetwell Junction to the junction with the railway of the Great Northern Company at or near their Washingborough Station;
- (C) The Louth and East Coast Railway between Mablethorpe and Louth Stations including the use of those stations;
- (D) The Sutton and Willoughby Railway and the Sutton and Willoughby (Mablethorpe Extension) Railway;
- (E) The Leen Valley Extension Railway of the Great Northern Company between Langwith Junction and Kirkby Colliery and

Kirkby-in-Ashfield Station including that colliery and station and all intermediate stations collieries and branches; A.D. 1898.

- (F) The Great Northern Company's Louth and Lincoln Railway between the junctions thereof with the Railway No. 24 authorised by the Lancashire Derbyshire and East Coast Railway Act 1891 and the Great Northern Company's Station at Louth including that station;
- (G) The Great Northern Company's railway between the said Louth Station and the junction of such railway with the Louth and East Coast Railway;
- (H) The Railway No. 9 authorised by the Great Northern Railway Act 1898:

Together with all other stations sidings platforms points signals junctions roads water watering places and water engines engine sheds standing room for engines and carriages booking and other offices warehouses staiths tips hydraulic and other machinery works and conveniences connected with the aforesaid railways or portions of railway stations docks and shipping places respectively. Nothing in this section shall confer on the Company any greater or other powers over or in respect of the said railways than the Great Northern Company are now authorised to grant.

36. Subject as herein-after mentioned the Great Northern Company may run over work and use with their engines carriages waggons and officers and servants for the purposes of traffic of every description the railways portions of railway docks and stations of the Company next herein-after mentioned or any parts thereof respectively (that is to say):—

Power to Great Northern Company to run over and use railways of Company.

- (A) The whole of the railways docks and undertaking of the Company constructed or authorised at the date of the passing of this Act including the Sutton Dock and the railways from the Sutton and Willoughby Railway into that dock;
- (B) The Sutton and Willoughby Railway and the Sutton and Willoughby (Mablethorpe Extension) Railway;
- (C) The Louth and East Coast Railway:

Together with all stations sidings platforms points signals junctions roads water watering places and water engines engine sheds standing room for engines and carriages booking and other offices warehouses staiths tips hydraulic and other machinery works and conveniences connected with the aforesaid railways or portions of railway stations docks and shipping places respectively.

The above-named powers in respect of the Sutton and Willoughby Railway and the Sutton and Willoughby (Mablethorpe Extension) Railway are only to be exercised in the event of the

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A.D. 1898. — Company acquiring the same and then only from the date on which the Great Northern Company cease to work the said railways and the above-named powers in respect of the Louth and East Coast Railway are only to be exercised in the event of the Company acquiring the same and of the Great Northern Company not purchasing the half share therein in pursuance of the section of this Act whereof the marginal note is "Purchase by Great Northern Company of half share in Louth and East Coast Railway" and then only from the date on which the Great Northern Company cease to work the said railway.

Terms and conditions of user of Great Northern and Lincoln and East Coast Railways.

37. The terms and conditions upon which the Company and the Great Northern Company shall be entitled respectively to run over work and use the respective railways and portions of railway docks stations works and conveniences in the last two preceding sections enumerated shall be as follows:—

- (1) The running company shall have so far as the owning company can lawfully grant the same access to all works collieries factories and other premises connected with the said railways over which running powers are conferred by the last two preceding sections:
- (2) If any station be used by the running company as a terminus for their passenger trains payment shall be made by the running company for such user and for any services rendered by the owning company at such station:
- (3) If any engine sheds or water for engines be used by the running company the same shall be paid for separately by such company:
- (4) Subject as mentioned in subsection 12 of this section each company shall be entitled to the terminals at their own stations:
- (5) The terminal on coal and coke traffic shall be sixpence per ton in London and twopence per ton at all other stations All other terminals shall be those provided by the regulations for the time being of the Railway Clearing House Provided that the allowances by the Great Northern Company in respect of terminals and for services accommodation and facilities rendered and provided by the Company at Sutton Dock shall not be less than the allowances by the Great Northern Company in respect of similar services accommodation and facilities at Grimsby Dock:
- (6) The running company shall have the right to fix their own fares rates and charges which subject to terminal allowances paid on paid outs proportions payable or due to other companies

and Government duty being first deducted shall be divided by mileage on Railway Clearing House principles: A.D. 1898.

- (7) In apportioning between the two companies under this section the rates for all kinds of traffic (other than coal and coke traffic) passing from or to Sutton Dock viâ the Sutton Dock Junction for a distance of fifty miles or upwards over the railways of the Great Northern Company the Company shall in addition to the proportion of such rates to which they would be entitled under the other provisions of this section be entitled to receive an amount equal to ten per centum of the proportion of such rates which would under the other provisions of this section be payable to the Great Northern Company and where such traffic shall be carried over the Great Northern Railway for a distance of less than fifty miles the mileage proportion payable to the Company for such traffic shall not be less than for a distance of six miles As to coal and coke traffic passing as aforesaid the mileage proportion payable to the Company shall not be less than for a distance of twelve miles:
- (8) All traffic between Sutton Dock and places on or beyond the Great Northern Railway (excluding stations on the East Lincoln Louth and Lincoln Louth and East Coast Railways) north of the Lancashire and Derbyshire and Lincoln and East Coast Railways shall unless otherwise specially consigned pass or for purposes of account be deemed to pass by the Lincoln and East Coast route viâ Lincoln:
- (9) The running company shall be allowed for haulage twenty-seven and a half per centum of the mileage proportion of receipts due to the owning company after the deductions herein referred to:
- (10) The running company shall not carry the owning company's local traffic without the consent of the owning company:
- (11) Each company may provide their own separate goods station at any place on the railways of the other company over which they have running powers under the last two preceding sections and the running company so providing their own goods station shall in the apportionment of rates be entitled to the terminals in respect of all through traffic to or from such station:
- (12) Either company may employ at any station of the other company to which they have running powers under the last two preceding sections and whether such running powers are exercised or not their own cartage agents canvassers clerks and other officers and in the apportionment of the rates for through traffic to and from such station such company shall in respect of the work done by such agents canvassers clerks or officers

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and in respect of any other work done by such company covered by such terminals be entitled to such reasonable proportion of the terminals as shall be agreed on or as failing agreement shall be settled by arbitration :

(13) The two companies will at all times afford to each other all reasonable facilities as between friendly railway companies for the forwarding and passage of traffic of every description over their respective railways and will accommodate manage and forward such traffic as effectually regularly and expeditiously as if it were their own traffic :

(14) All receipts arising from through traffic exchanged under this section between the railways of the two companies shall be divided by mileage upon Railway Clearing House principles after deduction of such Clearing House terminals as are usual for the time being and paid on paid out proportions payable to other companies and Government duty and there shall be a complete system of through booking and invoicing and through rates and fares and so far as reasonably may be through waggons and carriages between all stations on the lines of the two companies such rates and fares to be settled failing agreement by arbitration :

(15) In running over working or using such railways or portions of railway stations sidings and conveniences as aforesaid the two companies shall at all times observe the regulations and byelaws for the time being in force on the undertakings so used so far as such byelaws shall be applicable to the running company so running over working or using such railways stations sidings and conveniences :

(16) All differences which may at any time arise between the two companies under this section shall be determined by an arbitrator to be appointed from time to time by the Board of Trade on the application of either of the said companies.

Company to complete connexion authorised with Great Northern Company's Bardney and Louth Line.

38. The Company shall with all reasonable despatch complete and open for traffic the Railway No. 24 authorised by the Lancashire Derbyshire and East Coast Railway Act 1891 (connecting the Company's railway and the Great Northern Company's Bardney and Louth Line) and which was transferred to the Company by the Lincoln and East Coast Railway and Dock Act 1897.

Heads of arrangement between Great Northern Company and Company of no further validity.

39. The heads of agreement between the promoters of the Bill for the Lincoln and East Coast Railway and Dock Act 1897 and the Great Northern Company dated the thirteenth of May one thousand eight hundred and ninety-seven shall be of no further validity.

A.D. 1898.

40.—(1) (A) If the purchase of the undertaking of the Louth and East Coast Railway Company is completed at a price not exceeding eighty-five thousand pounds the Company shall sell and the Great Northern Company shall purchase a half share in the said undertaking at half the price paid for the said undertaking by the Company :

Purchase by Great Northern Company of half-share in Louth and East Coast Railway.

(B) If at any time the Company purchase the said undertaking at a price exceeding eighty-five thousand pounds and be willing to sell to the Great Northern Company a half share thereof for the sum of forty-two thousand five hundred pounds the Great Northern Company shall purchase such half share at that price Provided that if the Company be not willing to sell to the Great Northern Company the said half share for less than half the price paid therefor the Great Northern Company shall have the option of purchasing a half share in the said undertaking at half the price paid therefor by the Company at any time within twelve months from the date of their receiving notice in writing from the Company of the completion of the purchase of the said undertaking by the Company.

(2) In the event of the Great Northern Company purchasing such half share as aforesaid and of any difference arising between the two companies as to the working or user of the said railway by the two companies or either of them such difference shall be settled by arbitration.

41. If the Company or the Great Northern Company apply to Parliament for powers to construct a line connecting the Louth and East Coast Railway with the Great Northern Company's Bardney and Louth Line so as to avoid Louth Station the Company or the Great Northern Company as the case may be shall not oppose such application In the event of either of the said companies applying to Parliament for an Act to obtain powers to construct the said line such company shall consent to the insertion in the said Act of clauses enabling the other company to elect before or after the construction thereof to become joint owners of such line on the condition of paying half the cost of the same and any difference which may arise between the two companies as to the construction or cost of the said line or the working or user of the same shall be settled by arbitration.

New connecting line between Louth and East Coast Railway and Great Northern Company's Bardney and Louth Line.

42. Nothing in this Act contained shall extend to prejudice or interfere with the rights of the Great Northern Company under the agreement dated the twentieth day of November one thousand eight hundred and seventy-four and made between the Great Northern Company of the one part and the Louth and East Coast

Act not to prejudice certain agreements.

[Ch. ccxlix.] *Lincoln and East Coast Railway and Dock Act, 1898.* [61 & 62 Vict.]

A.D. 1898. Railway Company of the other part and the agreement dated the ninth day of August one thousand eight hundred and eighty-six and made between the Sutton and Willoughby Railway Company of the one part and the Great Northern Company of the other part and the agreement dated the ninth day of August one thousand eight hundred and eighty-six and made between the Great Northern Company of the first part the said Louth and East Coast Railway Company of the second part and the said Sutton and Willoughby Railway Company of the third part.

Tolls on traffic conveyed partly on railway of Company and partly on other railways.

43. Where under the provisions of this Act or of any agreement in pursuance of this Act traffic is conveyed partly on the railway of the Company and partly on the railway of any other company the railway of the Company and the railway of such other company shall for the purposes of short-distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Company and partly on any other railway for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only and no other short-distance charge shall be made for the conveyance of passengers animals or goods partly on the railway of the Company and partly on the railway of any other company.

Rates and charges.

44. The undertakings of the Louth Company and the Sutton Company shall after the transfer for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) and for all other purposes be deemed to be part of the Company's railway as if the same had been part of the Lincoln and East Coast Railway and Dock at the date of the passing of the Act of 1897 and the Great Northern Railway Company (Rates and Charges) Order Confirmation Act 1891 shall be applicable to the transferred undertakings Provided always that as respects passenger traffic and parcels by passenger train the tolls fares rates and charges to be demanded and recovered shall not exceed the tolls fares rates and charges prescribed by the Lincoln and East Coast Railway and Dock Act 1897.

Saving for Postmaster-General.

45. Nothing in this Act shall affect the rights of Her Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the

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railways and works comprised in the undertaking of the Sutton and Willoughby Railway Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Sutton and Willoughby Railway Company or any part thereof is owned or worked by the Great Northern Company.

A.D. 1898.

46. The directors of the Company may subject to the approval of a general meeting appoint an additional director or additional directors of the Company but the whole number of directors in office at any time shall never exceed ten.

Power to increase number of directors of Company.

47. Except as is herein expressly provided nothing in this Act contained shall be deemed or construed to extend to prejudice diminish alter abridge or take away any of the jurisdictions rights powers or authorities vested in the commissioners of sewers for the county of Lincoln under whose jurisdiction or control the banks and lands on which the dock will be partly constructed are and all the jurisdictions rights powers and authorities vested in them shall be as good valid and effectual to all intents and purposes as if this Act had not been passed.

For protection of commissioners of sewers for county of Lincoln.

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

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

49. Nothing in this Act contained shall exempt the Company or their undertaking 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 authorised to be charged by the Company.

Provision as to general Railway Acts.

50. 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.

A.D. 1898.

The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

AN AGREEMENT made the twenty-first day of October one thousand eight hundred and ninety-seven between the LOUTH AND EAST COAST RAILWAY COMPANY (herein-after called "the Louth Company") of the one part and the LINCOLN AND EAST COAST RAILWAY AND DOCK COMPANY (herein-after called "the Lincoln Company") of the other part.

WHEREAS by the Louth and East Coast Railway Act 1872 the Louth Company were incorporated and were authorised by such Act as amended and extended by the Louth and East Coast Railway Act 1877 to make a railway (herein-after called "the Louth Railway") from the town of Louth in the county of Lincoln commencing by a junction at Louth with the East Lincolnshire Railway to Mablethorpe in the same county and were authorised by such Acts or one of them to raise a capital of ninety-six thousand pounds in shares and to borrow thirty-two thousand pounds on mortgage:

And whereas the Louth railway was duly constructed and the Louth Company are now the owners of such railway together with the stations works and conveniences connected therewith:

And whereas the Louth railway is now being worked by the Great Northern Railway Company on the terms mentioned in an agreement dated the twenty-eighth day of November one thousand eight hundred and seventy-four and made between the Great Northern Company of the one part and the Louth Company of the other part as modified by the Louth and East Coast Railway Act 1877:

And whereas under and by virtue of a scheme of arrangement under the Railway Companies Act 1867 sealed on the 9th day of December one thousand eight hundred and seventy-nine and confirmed and enrolled in the High Court of Justice Chancery Division on the thirtieth day of April one thousand eight hundred and eighty the Louth Company were authorised (in lieu of thirty-two thousand pounds authorised to be borrowed by the Louth and East Coast Railway Act 1872) to raise ninety-eight thousand pounds by the creation of A Debenture Stock to the amount of forty-three thousand pounds and by the creation of B Debenture Stock to the amount of thirty-five thousand pounds:

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And whereas the share and loan capital of the Louth Company raised under the said Acts and scheme and now subsisting consists of the following:— A.D. 1898.

A	4 per Centum Debenture Stock	-	£43,000.
B	5 per Centum Debenture Stock	-	£29,070.
	Share capital fully paid up	-	£96,000.

And whereas under an order made by the High Court of Justice Chancery Division dated the first August one thousand eight hundred and ninety-four in an action in which James William Wilson and others were plaintiffs and the Louth Company were defendants (1880 W. No. 1625) Robert John Hinman Parkinson of East Ravendale Hall in the county of Lincoln esquire was appointed receiver to receive the tolls and other moneys arising out of the undertaking of the Louth Company and the said receiver was directed to apply the moneys to be received by him in keeping down the interest to become due so far as the same would extend upon the said A and B Debenture Stock of the said Louth Company :

And whereas the Lincoln Company was incorporated by the Lincoln and East Coast Railway and Dock Act 1897 by which Act certain portions of the undertakings of the Lancashire Derbyshire and East Coast Railway Company including the North Sea Fisheries (East Lincolnshire) Harbour and Dock in the said Act described as "the Eastern Section" and the powers of the Lancashire Derbyshire and East Coast Railway Company in relation thereto were transferred to the Lincoln Company and certain additional powers were thereby conferred upon the Lincoln Company with reference to the portions of the undertakings so transferred to them and for other purposes :

And whereas when the Bill for the last-mentioned Act was before Parliament the same was opposed by the Louth Company in the House of Commons but as appears from the preamble such opposition was withdrawn on the Lincoln Company agreeing to acquire and merge the Louth Company in their own undertaking and certain provisions were also inserted in the said Acts for the protection of the Louth Company in the meantime not material to be herein more particularly referred to :

And whereas the Louth Company are willing subject as herein-after provided to sell their railway and undertaking to the Lincoln Company on the terms herein-after mentioned :

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

1. The Louth Company shall sell and the Lincoln Company shall purchase at the price of eighty-two thousand five hundred pounds freed and discharged from the said A and B Debenture Stock and from all other incumbrances all and singular the Louth railway and stations and buildings works conveniences plant equipments and appliances appertaining thereto and all lands (including superfluous lands not already disposed of) easements and property real and personal (except moneys in hand or due to the Louth Company on the date of completion) and rights powers and privileges of the Louth Company (all of which are herein-after included in the expression "the said undertaking").

2. The said sale is subject to and with the benefit of the herein-before recited agreement with Great Northern Railway Company for the working of the said railway.

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3. The Louth Company shall pay and discharge up to the date of completion of the purchase all charges and outgoings now payable by them under the terms of the said working agreement with the Great Northern Railway Company and shall be entitled to their proportion of the receipts of the said undertaking and to all other sums due to them under the said agreement or otherwise up to the said date of completion and if necessary for the purpose of giving effect to this article all charges outgoings and receipts shall be apportioned.
4. The Louth Company shall not be required by the Lincoln Company to produce any title to the said lands but they will furnish to the Lincoln Company satisfactory evidence that they have been in uninterrupted possession of such lands for a period of fifteen years which shall be accepted by the Lincoln Company as a satisfactory title to such lands.
5. The purchase shall be completed within six calendar months after the Act for confirming these presents shall have received the Royal Assent and on completion of the said purchase the Louth Company and all other necessary parties (if any) shall execute a proper conveyance for vesting the said undertaking in the Lincoln Company and shall deliver to the Lincoln Company all plans deeds books papers and documents whatsoever in their possession exclusively relating to the said undertaking and the common seal of the Louth Company and in the event of the purchase not being completed within the aforesaid period of six months the Lincoln Company shall pay to the Louth Company interest on the purchase money at the rate of five per cent. from the expiration of the said period of six months until actual completion and shall as from the same date be entitled to the receipts and shall pay and discharge the outgoings.
6. The sum of two thousand five hundred pounds part of the said purchase money of eighty-two thousand five hundred pounds shall be retained by the Lincoln Company for the purpose of providing and paying the costs charges and expenses of the Lincoln Company of and incidental to this agreement and of carrying out and completing the sale and purchase hereby agreed to be made including the payment of any duties payable upon any deeds or documents necessary for completing such sale and purchase and also including the costs and expenses of obtaining any necessary consents or authorities of Parliament for confirming this agreement or carrying out and completing such sale Provided always that in no case shall the costs charges and expenses to be paid to the Lincoln Company as aforesaid out of the purchase money exceed the said sum of two thousand five hundred pounds and if such costs charges and expenses shall not amount to the sum of two thousand five hundred pounds then the surplus of the said sum of two thousand five hundred pounds after payment of such costs charges and expenses shall be paid over by the Lincoln Company to the Louth Company.
7. Subject to any order which may be made in the said action of *Wilson v. The Louth Company* the receipt in writing of three of the directors of the Louth Company for the said purchase money shall be a good

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discharge to the Lincoln Company and shall effectually relieve them from seeing to the application thereof. A.D. 1898.

8. After the completion of the purchase the Louth Company shall exist only for the purpose of winding up their affairs and distributing the purchase money and the Bill to be promoted by the Lincoln Company as herein-after provided shall contain all proper provisions to be approved of by the Louth Company for the winding up and dissolution of the Louth Company.
9. The parties hereto may by agreement vary the period herein-before fixed within which the purchase is to be completed.
10. This agreement is subject to the consent of the shareholders of the Louth Company at a meeting to be specially convened for that purpose and of all persons interested in the undertaking of the Louth Company whose consent may be necessary for the purpose of giving legal effect hereto and is also subject to the consent of the Chancery Division of the High Court of Justice in the said action of *Wilson v. The Louth Company* herein-before referred to and the directors of the Louth Company will use their best endeavours to obtain such consents.
11. The Louth Company shall not after the execution of these presents without the consent in writing of the Lincoln Company create or issue any further mortgages or debentures or renew any existing mortgages and shall not without the like consent sell or dispose of any surplus land or other property forming part of the undertaking hereby agreed to be sold.
12. This agreement is made subject to the approval of Parliament and to such alterations as either House of Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein it shall be in the option of either party to withdraw from the same and thereupon this agreement shall become void.
13. The Lincoln Company will at their own expense in the ensuing session of Parliament (either in a Bill for general powers relating to their own undertaking or in a Bill promoted specially for the purpose) apply for and use their best endeavours to obtain the confirmation of this agreement by Parliament and the necessary powers for carrying it into effect and the Louth Company will if required by the Lincoln Company support the said Bill and use their best endeavours to secure the passing thereof and such Bill shall contain all necessary and proper clauses for winding up the Louth Company and shall be submitted for approval to the Louth Company.
14. If any dispute at any time arise between the parties hereto with reference to the true construction of this agreement or with reference to anything to be done hereunder or otherwise under or in relation hereto such dispute shall be referred to an arbitrator to be agreed on between the parties or failing such agreement to be appointed by the Board of Trade at the

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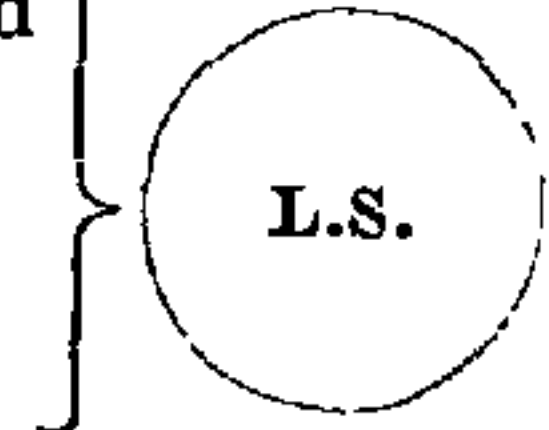
A.D. 1898.

request of either party and the decision of such arbitrator shall be final and the costs of the reference shall be in his discretion and borne as he shall direct.

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

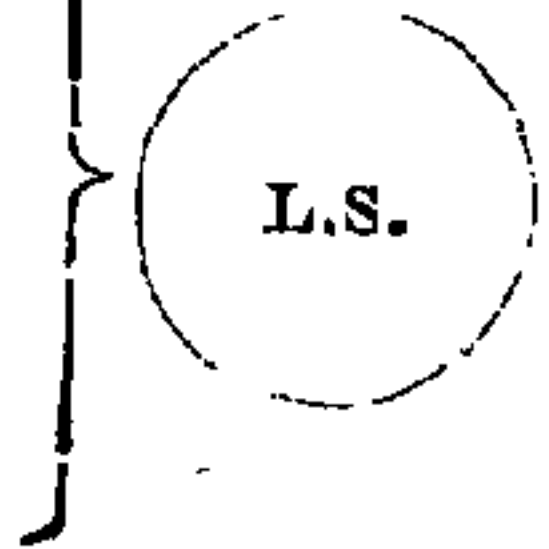
The common seal of the Lincoln and East Coast Railway and Dock Company was hereunto affixed in the presence of

H. F. POLLOCK
Director.



The common seal of the Louth and East Coast Railway Company was hereunto affixed in the presence of us

R. J. H. PARKINSON
Chairman.
PORTER WILSON
Secretary
At Louth.



SECOND SCHEDULE.

AN AGREEMENT made the twenty-second day of October one thousand eight hundred and ninety-seven between the SUTTON AND WILLOUGHBY RAILWAY COMPANY (herein-after called "the Sutton Company") of the one part and the LINCOLN AND EAST COAST RAILWAY AND DOCK COMPANY (herein-after called "the Lincoln Company") of the other part.

WHEREAS the Sutton Company are the proprietors of certain railways in the county of Lincoln commonly known respectively as "the Sutton and Willoughby Railway" and "the Mablethorpe Extension" being the railways respectively described in and authorised by the Sutton and Willoughby Railway Act 1884 and the Sutton and Willoughby Railway (Mablethorpe Extension) Act 1886 :

And whereas the share capital of the Sutton Company as authorised by the above-mentioned Acts amounts to eighty-four thousand pounds in four thousand two hundred shares of twenty pounds each all of which shares have been issued and are credited as fully paid up :

And whereas the borrowing powers of the Sutton Company are limited by the said Acts to the sum of twenty-eight thousand pounds and have been fully exercised by the issue of debenture stock to that nominal amount carrying interest at four and a half per centum per annum but which by arrangement

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has until the thirty-first of December one thousand eight hundred and ninety-eight been reduced to three per centum per annum: A.D. 1898.

And whereas the said Sutton and Willoughby Railway and Mablethorpe Extension which are together herein-after referred to as "the said railways" are being worked by the Great Northern Railway Company under a working agreement dated the ninth day of August one thousand eight hundred and eighty-six and made between the Sutton Company of the one part and the Great Northern Railway Company of the other part which working agreement is scheduled to the Sutton and Willoughby Railway (Mablethorpe Extension) Act 1886 and is herein-after called "the said working agreement" and the terms whereof are not material to be herein more particularly mentioned:

And whereas by an agreement also dated the ninth day of August one thousand eight hundred and eighty-six and made between the Great Northern Railway Company of the first part and the Louth and East Coast Railway Company of the second part and the Sutton Company of the third part and herein-after called "the Mablethorpe Station agreement" certain terms were entered into between the Companies parties thereto not material to be herein more particularly set forth in relation to the enlargement of the Mablethorpe Station on the railway of the Louth and East Coast Railway Company and the user thereof for the purposes of the said working agreement:

And whereas the Lincoln Company were incorporated by the Lincoln and East Coast Railway and Dock Act 1897 for the purpose of taking over that portion of the undertaking of the Lancashire Derbyshire and East Coast Railway Company which is described in the said Act as "the Eastern Section" with a share capital of one million five hundred thousand pounds divided into one hundred and fifty thousand shares of ten pounds each:

And whereas by the last-mentioned Act the Lincoln Company are empowered under the usual conditions to divide from time to time any shares in their capital into preferred and deferred half shares:

And whereas the Lincoln Company have offered to purchase and acquire the undertaking of the Sutton Company and the Sutton Company are willing subject as herein-after appears to sell and transfer their said undertaking to the Lincoln Company upon the terms herein-after mentioned:

And whereas a copy of the latest balance sheet of the Sutton Company is set forth in the schedule hereunder written showing all the existing debts and liabilities of the Company as far as ascertained:

Now these presents witness and it is hereby agreed as follows:—

1. The Sutton Company shall sell and transfer to the Lincoln Company and the Lincoln Company shall purchase—

- (1) The said railways with all the stations equipment plant and appliances appertaining thereto;
- (2) All lands rights and easements belonging to the Sutton Company including superfluous lands not already disposed of;
- (3) The benefit of all contracts and agreements entered into by the Sutton Company including in particular the said working agreement and the Mablethorpe Station agreement;

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- (4) Generally the undertaking of the Sutton Company and all its assets and property of every kind and description.
2. The said sale is subject to all current contracts and agreements made by the Sutton Company and in particular to the said working agreement and the Mablethorpe Station agreement and to the debts and liabilities appearing in the aforesaid balance sheet and which may be incurred in the ordinary course of their business subsequent thereto and all interest owing and accruing thereon if any and to the payment of the agreed sum of one thousand pounds in respect of the services of directors for which no remuneration has been received and also to the aforesaid debenture issue of twenty-eight thousand pounds made by the Sutton Company and as from the date of completion of the purchase the said current contracts and agreements shall be carried out and performed and all liability in respect of the said debts and liabilities shall be assumed by the Lincoln Company and the Lincoln Company shall pay off at par in cash such of the respective holders of the said debenture stock as shall not be willing to accept debenture stock or debentures of the Lincoln Company in exchange for their respective holdings and the Lincoln Company shall indemnify the Sutton Company from and against all actions costs damages claims and demands in respect of such contracts and agreements debts liabilities interest if any and debenture issue respectively.
 3. In addition to the foregoing indemnity the consideration for the said sale and purchase shall be the sum of eighty-four thousand pounds which unless otherwise discharged shall be paid in cash by the Lincoln Company to the Sutton Company on the completion of the purchase Provided always that if at the date of the completion of the purchase the Lincoln Company shall be in a position to procure a transfer to the Sutton Company or as they shall direct of preferred half shares and deferred half shares credited as fully paid up it shall be lawful for the Lincoln Company to discharge all or any part of the said sum of eighty-four thousand pounds by causing or procuring a transfer to be made to the Sutton Company at par of fully paid preferred half shares and deferred half shares of the Lincoln Company to the nominal value of eighty-four thousand pounds in the proportion of three preferred half shares for every deferred half share and the Sutton Company shall accept the half shares so transferred in satisfaction in whole or in part as the case may be of the said sum of eighty-four thousand pounds.
 4. The Sutton Company shall not be required by the Lincoln Company to produce any title to the said lands but they will furnish to the Lincoln Company satisfactory evidence that they have been in uninterrupted possession of such lands as owners in fee simple for a period of nine years which shall be accepted by the Lincoln Company as a satisfactory title to such lands.
 5. The date for the completion of the purchase shall be the thirty-first day of December which shall happen next after the sanction of Parliament shall have been obtained to these presents as herein-after provided on which date the said consideration shall be paid or transferred to the Sutton

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Company and thereupon the Sutton Company shall execute and do all such assurances deeds instruments and things as shall be necessary or reasonably required by the Lincoln Company for the purpose of assuring the said premises to and vesting the same in the Lincoln Company. A.D. 1898.

6. All ordinary revenue outgoings from the date hereof in respect of the said premises up to the thirtieth day of June one thousand eight hundred and ninety-eight shall be borne and paid by the Sutton Company and all income and profits arising therefrom shall be received by them and as from such date all outgoings shall be borne and paid by the Lincoln Company and all income and profits shall be received by them and if necessary such outgoings and incomes shall be apportioned for the purposes of this provision and interest shall be paid by the Lincoln Company to the Sutton Company on the said purchase money or sum of eighty-four thousand pounds at four per centum per annum from the said thirtieth day of June one thousand eight hundred and ninety-eight until the actual completion of the purchase.
7. The Lincoln Company shall before completion of the purchase furnish evidence to the satisfaction of the Sutton Company that a contract has been placed by them for the construction of the works authorised by the Lincoln and East Coast Railway and Dock Act 1897 at a price within the authorised capital and borrowing resources of the Lincoln Company under which responsible contractors shall have agreed to proceed forthwith with the construction of the said works and the Sutton Company shall be under no obligation to complete the said sale until such evidence shall have been forthcoming and in case any question or dispute shall arise as to whether or not this provision has been fulfilled by the Lincoln Company the matter in dispute shall be referred to arbitration.
8. The Lincoln Company shall in any event bear and pay all the costs and expenses of the Sutton Company of and incidental to this agreement and to the carrying out of the said transfer and winding up the Sutton Company.
9. After the completion of the purchase the Sutton Company shall exist only for the purpose of winding up their affairs and distributing the purchase money or shares.
10. In the event of the Lincoln Company failing to fulfil the terms of clause 7 hereof before the thirty-first day of March one thousand eight hundred and ninety-eight the Sutton Company shall be entitled to give notice in writing to rescind this agreement.
11. This agreement shall be subject to the approval of the proprietors of the Sutton Company and the Lincoln Company respectively in general meeting specially convened for that purpose and shall be also subject to the sanction of Parliament being obtained thereto and to such alterations as Parliament shall think fit to make therein but nevertheless if any material alteration be made therein by Parliament either of the Companies parties hereto may by notice in writing to the other rescind this agreement.

[Ch. ccxlix.] *Lincoln and East Coast Railway and Dock Act, 1898.* [61 & 62 VICT.]

A.D. 1898.

12. If the sanction of Parliament to these presents is not obtained in the course of the session of 1898 it shall be lawful for the Sutton Company at any time after the close of such session by notice in writing to the Lincoln Company to rescind this agreement.

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

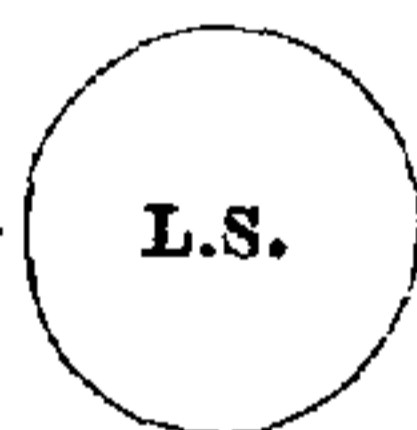
SCHEDULE ABOVE REFERRED TO.

GENERAL BALANCE SHEET.

DR.	£ s. d.	CR.	£ s. d.
Sundry outstanding ac- counts - - -	5,362 6 4	By capital account ba- lance at debit thereof as per account No. 4 -	1,143 0 7
		By balance from net re- venue account No. 10	3,851 11 6
		By amount due from Great Northern Rail- way - - -	357 6 10
		By accrued rents -	1 16 0
		By cash in hand -	8 11 5
	<u>£5,362 6 4</u>		<u>£5,362 6 4</u>

Sealed with the common seal of the Lincoln and East Coast
Railway and Dock Company in the presence of

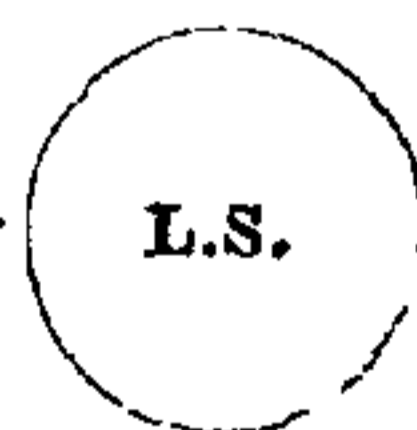
H. F. POLLOCK
Director.



Sealed with the common seal of the Sutton and Willoughby
Railway Company in the presence of

CHAS. B. WRIGHT }
JAMES DICKSON } Directors.

GEO. A. MITCHELL
Assistant Secretary and Registered Officer.



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