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Cap. cciii.

An Act to confer further Powers upon the *Blyth and Tyne* Railway Company with reference to the Construction of Branches and other Works, and the Purchase of Lands and Wayleave and other Rents; and for other Purposes.

[15th *August* 1867.]

WHEREAS the *Blyth and Tyne* Railway Company, in this Act called the Company, were by "The *Blyth and Tyne* Railway (Consolidation and Extensions) Act, 1854," in this Act called the Act of 1854, by "The *Blyth and Tyne* Railway (Amendment) Act, 1857," in this Act called the Act of 1857, by "The *Blyth and Tyne* Railway (Amendment) Act, 1861," in this Act called the Act of 1861, respectively authorized to maintain, and to make and maintain, various Lines of Railway Extensions and Branch Railways and Works: And whereas by "The *Blyth and Tyne* Railway Act, 1864," in this Act called the Act of 1864, the Company were authorized to raise further Sums of Money, and the Time limited for completing various of the Railways and Works of the Company was extended: And whereas the Company have completed and opened for Public Traffic the whole of the Railways

17 & 18 Vict. c. lxxix.

27 & 28 Vict. c. ccxliv.

required to be made by the Company under the said Acts, with the following Exceptions; (that is to say,)

The *Walbottle* Branch, being a Branch authorized by the Act of 1861, and being the Railway thirdly described in the Seventh Section of that Act:

A Portion of the *Warkworth* Extension which was originally authorized by the Act of 1857, and a Branch therefrom, called the *Newbiggin* Branch, to the Village of *Newbiggin-on-the-Sea*, authorized by the Act of 1861:

The *Tynemouth Dock* Branch, authorized by the Act of 1861, being the Railway fifthly described in the Seventh Section of that Act:

And whereas the *Walbottle* Branch and the incomplete Portion of the *Warkworth* Extension are intended to supply Means for conveying to the River *Tyne* the Coals from certain Mineral Districts through which the same Branch and Portion of the Extension Railway respectively pass, but no public or local Advantage can arise from the Construction of the same until the working of Mines, for which a Communication with the River *Tyne* is required, shall have been commenced, and inasmuch as from divers Causes any new Mines in the Districts referred to requiring such Communication have not yet come into active Operation, and the Parties interested in the Minerals of the District have not formed any Railways or Tramways which would communicate with the *Walbottle* Branch or the said Portion of the *Warkworth* Extension, and are at present not prepared to send any Mineral Traffic over the same Branch or Extension, the Company have under those Circumstances deferred the Construction of the *Walbottle* Branch and of the said Portion of the *Warkworth* Extension, including the *Newbiggin* Branch: And whereas, in substitution for the *Walbottle* Branch as authorized by the Act of 1861, and of the said Portion of the *Warkworth* Extension and of the *Newbiggin* Branch, the Company are desirous of constructing the Railways in this Act described under the same Names respectively, and it is expedient that they be authorized so to do under the Provisions in this Act contained, and also to construct the additional Railways and Works herein-after mentioned, but as regards the *Walbottle* Branch and *Camboise* Branch subject to the Consent of the Owners and Lessees of Property through which the same respectively may be intended to be made: And whereas the *Tynemouth Dock* Branch was intended to connect the Railways of the Company with a proposed Dock at the Mouth of the River *Tyne* which the *Tyne* Improvement Commissioners are authorized to construct, but such Dock has not been proceeded with by those Commissioners, and it is expedient that if within such Period as in this Act mentioned the said Dock be not in progress the Company should be relieved from

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any Obligation to construct such Branch: And whereas the deposited Plans comprise certain Lands on which the *Blyth and Tyne* Railway and the Works connected therewith have been constructed, and such Lands have been used and held by the Company subject to certain Rents and Payments to the Owners thereof: And whereas the Company have entered into permanent Arrangements with the Duke of *Northumberland* and all the Landowners (with the Exceptions herein-after mentioned) interested in the Rents and Payments arising out or in respect of the Lands on the Railway and Works of the Company, and described on the deposited Plans, and the Company have agreed that in respect of those Owners with whom such permanent Arrangements have been made compulsory Powers of Purchase shall not be sought from Parliament in this Act, and that the Company shall not hereafter seek Powers from Parliament for the compulsory Purchase of those Lands, or of the Rents and Payments issuing out of the same; but with regard to the Lands in respect of which no permanent Arrangements have been made, namely, the Lands numbered on the deposited Plans and in the Books of Reference thereto 102, 102a, 103, 104, and 104a, in the Parish of *Earsdon*, and 14 in the Parish of *Tynemouth*, it is expedient that such Powers should be granted to the Company of purchasing the same, as in this Act expressed: And whereas it is expedient that the Company be authorized to raise further Sums of Money both for the Construction of the new and substituted Railways and also for the general Purposes of the Undertaking of the Company, and it is expedient to regulate the raising of the additional Capital, and the borrowing of Money in respect thereof, and that some of the Provisions of the said Acts be amended: And whereas Plans and Sections describing the Lines and Levels of the new and substituted Railways by this Act authorized, and the Lands to be taken for the Purposes thereof, and Plans of the Lands which or the Rents and Payments issuing out of which are intended to be purchased, with Books of Reference to the Plans, have been deposited with the Clerk of the Peace for the County of *Northumberland*, and are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects 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; (that is to say,)

1. This Act may be cited for all Purposes as "The *Blyth and Tyne* Railway Act, 1867." Short Title.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses 8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and

The Blyth and Tyne Railway Act, 1867.

26 & 27 Vict. c. 92. incorporated.

Clauses Consolidation Act, 1845," and Part II. relating to Construction of a Railway, of "The Railways Clauses Act, 1863," are, except as expressly varied by this Act, respectively incorporated with and form Part of this Act.

Certain Provisions of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. extended to this Act.

3. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845,"

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions, and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for Nonpayment of Calls;

With respect to the Remedies of Creditors of the Company against the Shareholders;

With respect to the borrowing of Money by the Company on Mortgage or Bond;

With respect to the Conversion of the borrowed Money into Capital;

With respect to the Consolidation of the Shares into Stock; and

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested,

and Part I., relating to Cancellation and Surrender of Shares, and Part II., relating to additional Capital, and Part III., relating to Debenture Stock of "The Companies Clauses Act, 1863, are, so far as the same are not expressly varied or otherwise provided for by the Provisions of this Act, incorporated with and form Part of this Act.

Same Meanings to Words in incorporated Acts as in this Act. Interpretation of Terms.

4. The several Words and Expressions to which Meanings are assigned by any Act wholly or partially incorporated with this Act have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Meanings; and the Expression "the Local Board" shall mean the Local Board of Health of the Borough of *Tynemouth*, and the Expression "their Surveyor" shall mean the Borough Surveyor of the said Borough of *Tynemouth*.

Power to construct Works according to deposited Plans.

5. The Company may, subject to the Provisions of this Act and the Acts incorporated herewith, and to the Powers of Deviation contained in "The Railways Clauses Consolidation Act, 1845," make and maintain the Railways herein-after particularly described (with all proper Approaches, Works, and Conveniences connected therewith,) in the Lines and upon the Lands delineated on the deposited Plans and described in the deposited Books of Reference, and according to

to the Levels defined on the deposited Sections; and, subject as aforesaid, the Company may (but, as regards the *Walbottle* Branch and *Camboise* Branch respectively, with such Consent as is by this Act required,) enter upon and take and use such of the said Lands as they require for such Purposes: Provided always, that the Company shall not, except as herein provided, take, except by Agreement, any Land over which they have by Agreement acquired any Wayleave.

Describing the new Lines of Railway.

6. The Railways which the Company may make under the Powers of this Act are—

North Shields Branch—A Railway One Mile Two Furlongs and One hundred and twenty Yards or thereabouts in Length, commencing in the Township of *Tynemouth* in the Parish of *Tynemouth* by a Junction with the *Tynemouth* Extension of the *Blyth and Tyne* Railway, and terminating in *North Shields* in the County of *Northumberland* at or near the North Side of the Street called *Tyne Street*:

Camboise Branch—A Railway Two Miles and One hundred and sixty-eight Yards or thereabouts in Length, commencing in the Parish of *Bedlington* and Township of *West Sleekburn* by a Junction with the *Warkworth* Extension, and terminating in the Parish of *Bedlington* and Township of *Camboise* at or near to *Camboise New Winning*, all in the County of *Northumberland*:

Walbottle Branch—A Railway Four Miles Six Furlongs and One hundred and forty-three Yards or thereabouts in Length, commencing in the Township of *South Gosforth* in the Chapelry or Parish of *Gosforth* in the Parish of *Saint Nicholas* in the County of *Northumberland* by a Junction with the Branch of the *Blyth and Tyne* Railway leading from *Hotspur Place* to *Newcastle-upon-Tyne*, and terminating at a Point at or near the Stream or Rivulet called the *Ouseburn* in the Township of *Butterlaw* and Parish of *Newburn* in the said County of *Northumberland*:

Newbiggin Branch—A Railway Two Miles Six Furlongs and Thirty-five Yards or thereabouts in Length, commencing in the Township of *Bothal Demesne* in the Parish of *Bothal* in the County of *Northumberland* by a Junction with the *Warkworth* Extension, and terminating in the Village of *Newbiggin-by-the-Sea* in the said Township of *Newbiggin* and Parish of *Woodhorn* in the said County of *Northumberland*:

Tynemouth Dock Branch—A Railway One Mile and Forty Yards in Length, commencing in the Township of *Tynemouth* in the Parish of *Tynemouth* in the County of *Northumberland* by a Junction with the *Tynemouth* Extension of the *Blyth and Tyne* Railway, and terminating in an intended Dock authorized to be constructed by the *Tyne* Improvement Commissioners:

Warkworth Extension—A Railway Eleven Miles Seven Furlongs and Twenty Yards or thereabouts in Length, commencing in the Parish of *Bothal* and Township of *Bothal Demesne* by a Junction with the constructed Portion of the *Warkworth* Extension at or about the *North Seaton* Station thereon, and terminating at or upon a certain Coal Staith or Shipping Place, such Coal Staith or Shipping Place being the Centre of Three Coal Staiths or Shipping Places, all situate in or near *Warkworth* Harbour, and in the Occupation of the Lessees or Occupiers of *Radcliffe* Colliery in the Township of *Amble* and Parish of *Warkworth*:

Provided always, that for the Purpose of making the *Camboise* Branch and *Walbottle* Branch the Company shall not be authorized to enter upon, take, or use any Lands, except by Agreement with the Owners and Lessees of those Lands; provided also, that for the Purpose of the *North Shields* Branch or otherwise the Company shall not be authorized to take any Lands or execute any Works further South than the North Side of the said Street called *Tyne Street*.

Power to agree for the Purchase of the Rents issuing out of Lands on which the Railway is constructed.

7. It shall be lawful for the Company to contract and agree with any Parties having any Estate or Interest in or being entitled to any Rent, Rentcharges, Wayleave Rents, or other Payments issuing from or out or payable in respect of any Lands and Tenements upon, through, or over which any Railway of the Company and the Works connected therewith are made or authorized to be made, or which are adjoining or near to or are or shall be held, used, or occupied by the Company along with such Railway and Works, for the absolute Purchase, for a Consideration in Money, of any such Rent, Rentcharges, Wayleave Rents, or other Payments issuing from or out of or payable in respect of such Lands and Tenements, of what Kind soever the same may be; and it shall be lawful for the Company and any such Parties to enter into any Arrangements with reference to such Rents, Rentcharges, and Wayleave Rents, and other Payments, and the Amount thereof, or with reference to any Alteration or Reduction of such Amount or of any Part thereof, or the Quantity of Coals or other Matters upon which the same shall be calculated, and the Mode of charging the same and the Redemption thereof, or otherwise; and all the Provisions of "The Lands Clauses Consolidation Act, 1845," except the Clauses thereof for the Purchase and taking of Lands otherwise than by Agreement, shall be applicable to any such Purchase or Arrangements; and the Word "Lands" in such Act and "The Lands Clauses Consolidation Acts Amendment Act, 1860," contained shall, for the Purposes of this Act, mean and include all such Estates or Interests, Rent, Rentcharges, Wayleave Rents, or other Payments as are by this Act authorized to be purchased or with respect to which Arrangements are authorized to be made.

8. This

Rights reserved by Section 10 of 17 & 18 Vict. c. lxxix. not to be prejudiced:

8. This Act shall be without Prejudice to the Tenth Section of the Act of 1854, and to the Rights and Powers reserved by that Section, and that Section shall extend and apply to the Railways and Works by this Act authorized to be made, and to the Lands by this Act authorized to be taken, and to all Agreements and Contracts relating thereto, made before the passing of this Act, as fully and effectually as it would have done if those Railways and Works had been included in and authorized to be made by the Act of 1854, and as if those Lands had been authorized by that Act to be taken for the Purposes thereof, and those Agreements and Contracts had been entered into before the passing of that Act.

But Agreement with Mr. Dunn not to be binding on him as regards Walbottle Branch.

9. Provided always, with respect to any Lands of *George Dunn* Esquire which may be required for the *Walbottle* Branch, That, notwithstanding anything in this Act, no Agreement made previously to the passing of the Act of 1861 shall be binding on the said *George Dunn*, his Heirs or Assigns.

Power to the Company to purchase the Fee Simple of Part of the Lands on which the Railway is constructed.

10. It shall be lawful for the Company, subject to the Provisions of this Act, to purchase and take the Estate or Interest of any Parties interested in or entitled to any Rent, Wayleave Rents, or other Payments issuing from or out or payable in respect of the Lands on which a Portion of the Main Line of the *Blythe and Tyne* Railway has been constructed, numbered on the deposited Plans and in the Books of Reference thereto as follows, 102, 102a, 103, 104, and 104a, in the Parish of *Earsdon*, and 14 in the Parish of *Tynemouth*, all in the County of *Northumberland*, and all the Provisions of "The Lands Clauses Consolidation Act, 1845," shall be applicable to any such Purchase and Taking; and the Word "Lands" in such Act, and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and in this Act, shall, for the Purposes of this Act, extend to and include all such Estates or Interests, Rent, Wayleave Rents, or other Payments as are by this Act authorized to be purchased and taken.

Provision as to Bridges and Works affecting the North-eastern Railway.

11. The *North Shields* Branch, by this Act authorized, shall be carried over the *North-eastern* Railway by means of a Bridge of One Span of at least Fifty Feet in Width on the Square, and with not less than Fifteen Feet clear Headway above the Surface Level of the Rails of the *North-eastern* Railway throughout under the same, which Bridge and the Works connected therewith, and also the Bridge and Works connected therewith for carrying the *Tynemouth Dock* Branch by this Act authorized under the *North-eastern* Railway, and all Works necessary for carrying the *Warkworth* Extension, by this Act authorized, across the *North-eastern* Railway on the Level, shall be made and constructed in a substantial and workmanlike Manner, and

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to the reasonable Satisfaction of and according to Plans to be previously approved by the Engineer of the *North-eastern* Railway Company, and so as not to endanger or interfere with the Security of their Railways, or to impede the Traffic thereof, and shall for ever afterwards be so maintained and kept in good and proper Repair by and at the Expense of the Company, and the *North-eastern* Railway Company may require all such Precautions to be taken by the Company in constructing, making, maintaining, and repairing the said Bridges and Works, and for watching the said level Crossing, as their Engineer may deem expedient for protecting their Railways from Injury, and the Traffic thereon from Interruption; and in case any Damage or Injury shall be caused to their Railways, or Interruption or Injury to the Traffic thereon, by reason of the said Bridges and Works or level Crossing, or during the Construction, making, Maintenance, Use, or Repair thereof respectively, the same shall forthwith be made good by the Company to the *North-eastern* Railway Company, or the *North-eastern* Railway Company may make good such Damage or Injury to their Railways, and recover the Cost and Expense thereof, and also Compensation for such Interruption or Injury to their Traffic as aforesaid, from the Company, in any Court of competent Jurisdiction.

North-eastern Railway Company's Property not to be purchased compulsorily.

12. Except as to so much of the Properties numbered 584 and 584a on the deposited Plans in the Parish of *Tynemouth* as will be on the North-west and South-east Sides of the Fifty Feet Bridge, by this Act required to be constructed over the *North-eastern* Railway, the Company shall not purchase or take compulsorily any Lands or Property of the *North-eastern* Railway Company, but they may purchase and acquire from that Company an Easement or Right of constructing and maintaining the said Bridges, and the said Branches over or under those Bridges, and the said level Crossing, in accordance with the Provisions of this Act.

Restricting Interference with North-eastern Railway Company's Property.

13. Except as by this Act expressly authorized and provided, the Company shall not, nor shall any Person in the Execution of this Act, enter upon, use, or interfere with the Railways, Lands, or Property of the *North-eastern* Railway Company.

As to carrying Footway over North Shields Branch.

14. The *North Shields* Branch shall be carried over the Road or public Footway numbered on the deposited Plans of the said Branch 507 in the Parish of *Tynemouth* by means of an Arch of not less than Seven Feet in Width and not less than Eight Feet in Height in the clear above the Surface of the said Road or Footway.

As to Mode of carrying certain

15. The Road numbered on the deposited Plans of the *North Shields* Branch 513 in the Parish of *Tynemouth* shall be carried over the

the said Branch by means of a Bridge and Approaches, with a clear Space between the Fences thereof of not less than the present Width of the said Road where the Railway passes under the same, and the Ascent of the Approaches for carrying the Road over the said Branch shall in no Part be more than One Foot in Thirty Feet. Road in Tynemouth over Railway.

16. In carrying the Road in the Parish of *Tynemouth* numbered 572 on the deposited Plans of the *North Shields* Branch over the said Branch the Surface of the said Road shall not be raised above the present Level thereof to a greater Extent than Two Feet, and the Ascent in the said Road, if altered, shall in no Part be more than One Foot in Forty Feet. Mode of carrying Albion Street, Tynemouth, over the Railway.

17. The Company shall at their own Expense, if and when required by the Local Board, construct proper Culverts underneath the Part of the *North Shields* Branch Northward of *Albion Street* for the Purpose of carrying so many Sewers of such Dimensions and Materials, and at such Places under the said Railway, and in such Manner as may be reasonably required for Sewerage Purposes: Provided always, that whenever the Local Board shall require a Sewer to be carried under the said Railway it shall be brought by them to the Railway at a Level convenient for carrying the same by means of a Culvert under the said Railway in such Manner as that the Level of the permanent Way of the Railway shall not require to be altered, and the Local Board shall at all Times after the Construction of any such Culvert keep the same in repair, and have the Right of carrying Sewage through the same, and have Access thereto for the Purpose of repairing the same. Company to make certain Culverts when required.

18. The Company shall, on Demand, pay to the Local Board the reasonable Expense which they may incur in diverting the existing Sewer underneath *Albion Street* from the West Side of the *North Shields* Branch near the Road numbered on the deposited Plans of the said Branch 572 in the Parish of *Tynemouth* to a Junction with some suitable public Sewer in the Borough of *Tynemouth*. Expense of diverting certain Sewer to be paid by Company.

19. For the Purpose of enabling the Local Board to make new Streets forming Communications between *Norfolk Street* and *Stephenson Street* in the Borough of *Tynemouth*, the Company shall, immediately after the passing of this Act, give up to the Local Board the several Pieces of Land herein-after described, situate within the said Borough, all extending from East to West throughout the whole Width, including Boundary Walls and Fences, such Pieces being Part of the Lands numbered 584a, 606, and 607 on the deposited Plans in the said Parish of *Tynemouth*, and shall, without requiring any For facilitating the Connexion between certain Streets.

any Consideration for the same, convey the Interest of the Company therein to the Local Board; (that is to say,)

1. A Piece of Land (Number 1) measuring Forty Feet from North to South, at such Distance as the Local Board shall think fit South of the Tunnel on the *North-eastern* Railway numbered on the deposited Plans of the *North Shields* Branch 585a in the Parish of *Tynemouth*, and North of the Piece of Land next herein-after described:

2. A Piece of Land (Number 2) measuring Ten Feet from North to South, forming a Continuation of the Lane to the South of the House known as the "*Mason's Arms*," situate in *Stephenson Street* in the Borough of *Tynemouth*:

3. A Piece of Land (Number 3) measuring Forty Feet from North to South, at such Distance as the Local Board shall think fit South of the Piece of Land lastly before described, and to the North of the South Side of the Archway immediately adjoining the South Side of the *Albion* Hotel, situate in *Norfolk Street* in the Borough of *Tynemouth*:

And with regard to the Piece of Land Number 1 the Local Board may, on and from the said Piece of Land, at their own Expense construct a Carriageway and Footway, and carry the same over or under the said *North Shields* Branch; provided, that the said Carriageway and Footway shall not be constructed so as to alter the Width or Level of the said Branch, and if the said Carriageway and Footway be carried over the said Branch there shall be left a clear Space of Fourteen Feet Six Inches between the Surface of the Rails on the said Branch and the Underside of the said Bridge; and with regard to the Piece of Land Number 2 the Company shall carry the *North Shields* Branch over the said Piece of Land by means of a Bridge, and the Local Board may require the Foundation to be sunk to a Depth of not less than Three Feet below the present Level of the Surface of the Ground at that Place; and with regard to the Piece of Land Number 3 the Company shall carry the *North Shields* Branch over the said Piece of Land by means of a Bridge, and the Local Board may require the Foundation to be sunk to a Depth of not less than Four Feet below the present Level of the Surface of the Ground at that Place, and the said Bridge shall be constructed so as to leave for the full Breadth of the said Piece of Land Number 3 a clear Space of Fourteen Feet from the present Level of the Centre of *Norfolk Street* aforesaid, immediately opposite to the Centre of the existing Archway on the South Side of the *Albion* Hotel, situate in the said Street, to the Underside of the Girders of the said Bridge.

Mode of constructing Tynemouth Dock Branch.

20. Unless with the previous Consent of the *Tyne* Improvement Commissioners in Writing under their Common Seal, it shall not be lawful

lawful for the Company, in making the *Tynemouth Dock* Branch, to deviate from the Centre Line of the said Branch as delineated on the said deposited Plans in any Lands included in the Plans deposited by the Commissioners for the Purposes of the said Dock, or to take by compulsory Purchase any Part of the Foreshore of the River, or any Lands required by the said Commissioners for the Purposes of the said Dock, and delineated on their said deposited Plans of the said Dock, save so much as shall be requisite for making the said Branch, with all necessary Sidings and other Works, and for accommodating the Traffic of the Company, and the Mode of Access to the said Dock; and the Lands requisite for such Branch, Sidings, and Works, and for the Accommodation of such Traffic, shall be settled by the Engineer of the Company for the Time being, and the Engineer of the Commissioners for the Time being, and in case of their Disagreement, by a Third Person or Umpire, appointed by such Engineers, and in default of such Appointment by a Third Person or Umpire, appointed by the Board of Trade, on the Application of the Company or of the Commissioners.

Arbitration, &c.

21. All the Works by this Act authorized to be executed by the Company so far as the same may interfere with or relate to the Roads, Streets, or Sewerage of the Borough of *Tynemouth*, shall be carried on and completed under the Supervision and to the reasonable Satisfaction of the Local Board, or their Surveyor; and any Difference arising between the Local Board or their Surveyor and the Company, under the Provisions of this Act, shall be referred to and settled by an Arbitrator, to be appointed under the respective Seals of the Local Board and the Company, or by the Board of Trade, on the Application of the Local Board or the Company.

For Protection of William Linskill, Esq.

22. Unless with the previous Consent in Writing of *William Linskill*, it shall not be lawful for the Company, in making the said *Tynemouth Dock* Branch by this Act authorized, and the Works connected therewith, to deviate to the Westward of the Centre Line of the said Branch as delineated on the said deposited Plans, nor to enter upon, take, or use, temporarily or permanently, any Lands belonging to the said *William Linskill*.

For Protection of the Duke of Portland.

23. The Acts of 1861 and 1864, and this Act, or any of them, shall not be construed to confer upon the Company any Powers of entering upon, taking, or using, otherwise than by Agreement, any Land, Easement, Rent or Interest, in or relating to Land of which the Duke of *Portland* is now the Owner of, or of acting in any respect contrary to any Agreement now binding on the Company, and in which the Duke of *Portland* is interested.

24. Except

Saving Rights of Owners of Wayleave Rents.

24. Except as in this Act expressly enacted, nothing in this Act shall take away, lessen, or prejudicially affect any of the Estates, Interests, Rights, Powers, Authorities, or Privileges of any of the Persons from Time to Time claiming any Benefit of any of the Sections of the Acts following; Sections Six, Seven, Nine, Ten, and Twenty of "The *Blyth and Tyne* Railway (Consolidation and Extensions) Act, 1854;" and Sections Five, Six, Twenty-three, Twenty-four, and Twenty-five of "The *Blyth and Tyne* Railway Act, 1852;" and Section Twenty of "The *Blyth and Tyne* Railway Branches Act, 1853," respectively saved and reserved by "The *Blyth and Tyne* Railway (Consolidation and Extensions) Act, 1854;" Section Twelve of "The *Blyth and Tyne* Railway (Amendment) Act, 1857;" Section Twenty-three of "The *Blyth and Tyne* Railway (Amendment) Act, 1861;" and Section Five of "The *Blyth and Tyne* Railway Act, 1864."

Additional Share Capital may be raised.

25. In addition to the Sums of Money which the Company have raised or are or may be authorized to raise by any former Acts, the Company may from Time to Time raise by the Creation of new Shares or Stock any Sums not exceeding Three hundred and fifty thousand Pounds, and the Company may create and issue such Shares or Stock either as Ordinary Shares or Stock, or New Preference Shares, or New Preference Stock, as the Company may from Time to Time think fit, but no Certificate shall be issued or transfer registered of any Stock until the Stock in respect of which the Certificate is issued or Transfer made is fully paid up.

Terms of Issue of the additional Share Capital.

26. Such new Shares or Stock may be of one and the same Class or of different Classes, and such Shares may be of such nominal Amount as any General Meeting of the Company shall from Time to Time direct or authorize, and, subject to the Provisions of this Act, the same shall be considered as Part of the General Capital of the Company, and all the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," and "The Companies Clauses Act, 1863," which are incorporated with this Act, shall, so far as the same are applicable, apply to such new Capital and new Shares or Stock, and to the respective Proprietors thereof for the Time being.

New Shareholders not to vote in respect of Preference Shares.

27. Subject to the Provisions of this Act, and to the Terms of Issue of any new Shares or Stock to be created thereunder, no Holders of any Preference Shares or Preference Stock created or issued under the Powers of this Act shall in respect of such Shares or Stock be entitled to any Vote as a Holder of Shares or Stock in the Company, unless the Company otherwise determine on the Creation of such new Shares or Stock.

28. It

Restriction as to Issue of Shares or Stock.

28. It shall not be lawful for the Company to issue any Share or Stock created under the Authority of this Act, nor shall any such Share or Stock vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share or Stock is paid up in respect thereof.

Calls.

29. One Fifth Part of the nominal Amount of a Share shall be the greatest Amount of any One Call which the Directors may make on the Holders of Shares created in respect of the Money by this Act authorized to be raised, and Three Months at least shall be the Interval between successive Calls.

Power to borrow further Sums on present Capital.

30. Inasmuch as the authorized Share Capital under the Company's Acts is Six hundred and thirty thousand Pounds, and on the Third Day of *May* One thousand eight hundred and sixty-seven Five hundred and twenty-four thousand six hundred and thirty-five Pounds had been paid up, and the Company are authorized to borrow One hundred and eighty-two thousand five hundred Pounds only: Therefore it shall be lawful for the Company at any Time after the passing of this Act to borrow on Mortgage, in addition to the said Sum of One hundred and eighty-two thousand five hundred Pounds, a further Sum of Twenty-seven thousand five hundred Pounds: Provided always, that no Money shall be borrowed under this Section exceeding in Amount One Third Part of the said Sum of Five hundred and twenty-four thousand six hundred and thirty-five Pounds until Shares or Stock for the whole of the Remainder of the authorized Share Capital of Six hundred and thirty thousand Pounds shall have been subscribed for, issued, and accepted, and One Half of the Remainder of such Share Capital shall have been paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares or Stock for the whole of the Remainder of the said Share Capital of Six hundred and thirty thousand Pounds are or is issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of every separate Share of that Portion of the Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Portion of the Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that the Subscribers or their Assigns are legally liable for the same; and upon Production to the Justice of the Books of the Company, and of such other Evidence as he thinks sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Power to borrow on Mortgage.

31. The Company may from Time to Time also raise by borrowing on Mortgage any Sums not exceeding in the whole One hundred and sixteen thousand Pounds, in addition to the Sum of Twenty-seven thousand five hundred Pounds authorized to be borrowed by this Act, and to the said Sum of One hundred and eighty-two thousand five hundred Pounds authorized to be borrowed by the existing Acts relating to the Company, but no Part of such additional Sum of One hundred and sixteen thousand Pounds shall be borrowed or raised until Shares or Stock for the whole of the Sum by this Act authorized to be raised by Shares or Stock shall have been subscribed for, issued, and accepted, and One Half of such last-mentioned Sum shall have been paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares or Stock for the whole of such Sum are or is issued or accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share, or One Fifth Part of each separate Amount of Stock has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that all such Shares and Stock were issued *bonâ fide*, and are held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same respectively; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Existing Mortgages to have Priority.

32. All Mortgages and Bonds granted by the Company in pursuance of the Powers of any Act of Parliament before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages and Bonds have Priority over any Mortgages to be granted by virtue of this Act.

Debenture Stock.

33. The Company may create and issue Debenture Stock, and the preferential Interest thereon shall not exceed Five Pounds *per Centum per Annum*.

Application of additional Capital.

34. The additional Share Stock and Loan Capital by this Act authorized to be raised shall be applied to the Objects and Purposes of this Act and to the general Purposes of the Company only.

Period for compulsory Purchase of Lands.

35. The Powers granted by this Act to the Company for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

[**36.** The

Period for Completion of the Works.

36. The Company shall construct the Portion of the *Warkworth* Extension which lies between the present Station of the Company at *North Seaton* and the Commencement of the *Newbiggin* Branch at *High Hirst*, and also the *Newbiggin* Branch from *High Hirst* to the Field in the Parish of *Woodhorn* numbered 36 on the deposited Plans and in the Books of Reference, within Three Years from the passing of this Act, and the other Railways hereby authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of such respective Periods the Powers by this Act granted to the Company for executing such Railways or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as shall then be completed.

Power to cross certain Roads on the Level.

37. Subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," contained, in reference to the crossing of Roads on the Level, the Company may in the Construction of the Railway carry the same with a Single Line of Railway only whilst the Railway shall consist of a Single Line, and afterwards with a Double Line of Railway only, across and on the Level of the Roads next herein-after mentioned; (that is to say,)

Name of Branch.	Number on the deposited Plans.	Name of Parish.	Description of Road.
Camboise Branch -	9	Bedlington -	Public Road.
Camboise Branch -	14*a*	Bedlington -	Public Road.
Newbiggin Branch -	34	Woodhorn - -	Public Road.

Notices to be given of taking Houses of Labouring Classes.

38. The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses, and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Penalty for Non-completion of Railways.

39. If the Company fail within the respective Periods by this Act limited to complete the Railways authorized to be made by this Act (other than the *Walbottle* Branch and *Camboise* Branch, for the Construction

Construction of which the Consent of the Owners and Lessees of the Lands is by this Act required,) the Company shall be liable to a Penalty of Fifty Pounds a Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the said Railways (except as aforesaid) are completed and opened for Public Traffic, but no Penalty shall accrue in respect of any Time during which it appears by a Certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the said Railways by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

As to Tynemouth Dock Branch.

40. Provided always, That if the Works for the *Tynemouth* Dock be not in actual Progress within Three Years after the passing of this Act, then the Company shall not be required to commence or complete the *Tynemouth Dock* Branch, and the Powers of the Company for the Construction of such Branch shall be suspended until the Works for such Dock are in Progress.

Company not to commence certain Works until required by Mineral Owners.

41. Provided also, That the Company shall not be required to commence the Portion of the *Warkworth* Extension which is Northward of the Divergence of the *Newbiggin* Branch until the Owners or Lessees of Minerals on the Line of such Portion of the Extension shall give Notice in Writing to the Company of their Intention to open out and work such Minerals, and to form and lay Tramways or Railways to communicate with the said Portion of the *Warkworth* Extension; and to convey the Minerals upon and along the said Extension, and any such Notice shall be given before the Expiration of Two Years from the passing of this Act, and if no such Notice be given, or a Portion only of the said Branch or Extension be required to be made, the Sum of Three hundred and fifty thousand Pounds by this Act authorized to be raised by Shares or Stock shall be reduced by deducting therefrom such Sum as the Board of Trade may certify to be the estimated Cost of the Part of the Extension which the Company are not required to execute, and the Sum of One hundred and sixteen thousand Pounds by this Act authorized to be borrowed shall in like Manner be reduced by deducting therefrom a Sum equal to One Third Part of the Sum by which the Share Capital is reduced.

Railways to form Part of Blyth and Tyne Railway.

42. The Railways and Works hereby authorized to be constructed, together with the Works and Conveniences appertaining thereto, shall form Part of the *Blyth and Tyne* Railway, and the Company may apply for the Purposes of this Act any Money which they are authorized to raise by their existing Acts, and not required for the Purposes of those Acts.

43. Inas-

Lands for extraordinary Purposes.

43. Inasmuch as the Company require considerable Quantities of Land for the Deposit of Refuse conveyed upon their Railway from the Town of *Newcastle-upon-Tyne*, and also Lands for Stations, Sidings, and other Purposes: Therefore it shall be lawful for the Company to purchase, by Agreement, for extraordinary Purposes any Quantity of Land not exceeding Forty Acres in addition to any Land purchased for such Purposes under the Provisions of the recited Acts.

Certain Branches not to be made under Powers of existing Acts.

44. The Company shall not be authorized or required to construct the *Walbottle* Branch and *Tynemouth Dock* Branch, under the Powers of the Act of 1861 and the Act of 1864, nor the incomplete Portion of the *Warkworth* Extension, nor the *Newbiggin* Branch therefrom, under the Powers of the Act of 1857, the Act of 1861, and the Act of 1864, and all Liability which would attach to the Company to construct such Branches or any of them, under the Powers and Provisions of those Acts or any of them, shall cease and determine.

Compensation for Damage to Land by Entry, &c. for Purposes of Branches and Portion of Railway under existing Acts.

45. The Relinquishment by the Company, under the Authority of this Act, of the Powers of constructing under the said Acts the said Branches and Portion of Railway before mentioned shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation, in accordance with the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," 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 may have been temporarily occupied by the Company to receive Compensation, in accordance with the Provisions in that Behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary Occupation, or for any Loss, Damage, or Injury which may have 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 last-mentioned Act or the recited Acts.

Compensation to be made in respect of Branches and Portion of Railway abandoned.

46. Where before the passing of this Act any Contract may have 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 Branches or Portion of Railway or Works authorized to be relinquished by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the Owners and Occupiers or other Persons interested in such Lands for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed, pursuant to

the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by "The Lands Clauses Cousolidation Act, 1845," for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Tolls in respect of the Railways.

47. The Company may demand and receive, for and in respect of the Railways by this Act authorized, the same Tolls, Rates, and Charges as they are now authorized to demand and receive for and in respect of Traffic conveyed by them on the *Blyth and Tyne* Railway by the Act of 1854; and the Railways hereby authorized shall, for the Purposes of such Tolls, Rates, and Charges, and for all other Purposes, except the Time for the Purchase of Lands and Construction of Works, be considered as Part of the *Blyth and Tyne* Railway, as if authorized by the last-mentioned Act; and all the Provisions contained in such Act with reference to such Tolls, Rates, and Charges, and the working of the Railways thereby authorized, shall be applicable to the Railways hereby authorized and the Traffic thereon.

Interest not to be paid on Calls paid up.

48. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits on future Bills not to be paid out of Company's Capital.

49. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Railway not exempt from Provisions of present and

50. Nothing in this Act contained shall be deemed or construed to exempt the Railway from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter

hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by the recited Acts and this Act, or of Rates for small Parcels. future General Railway Acts.

51. All the Costs, Charges, and Expenses incurred by or on behalf of the Company in applying for, obtaining, and passing this Act, or preparatory or incidental thereto, shall be paid by the Company. Expenses of Act.

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