CHAPTER cx.

An Act to provide for more intimate connexion between the Undertakings of the Great Northern and the Great Eastern Railway Companies. [3d July 1879.]

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WHEREAS by the Great Northern Railway (Spalding to Lincoln) Act, 1878, the Great Northern Railway Company were authorised to make certain railways in Lincolnshire between their loop line at Spalding and the city of Lincoln, and the 29th section of the said Act declares that it is expedient to provide for more intimate connexion between the undertakings of the Great Northern and the Great Eastern Railway Companies (who are in this Act referred to as "the two Companies"), and enacts that the two Companies shall concur in promoting in the present session of Parliament a Bill for that purpose, founded upon the conditions set forth in the Second Schedule to that Act, the most essential of those conditions being that the railways authorised by the said Act shall be made at the joint expense of the two Companies, that portions of the existing undertakings of each Company shall be vested in and become the joint property of the two Companies, and that the use of certain other portions of their respective undertakings shall upon certain conditions be enjoyed by both Companies:

41 & 42 Vict. c. xcviii.

And whereas the Great Eastern Railway Company introduced into Parliament in the last session thereof a Bill seeking powers to make several railways in extension of their system to the railways of several other companies in Lincolnshire and Yorkshire, and although the said powers were not granted, yet an Act was passed under the name of the Great Eastern Railway (Northern Extension) Act, 1878, which contains an enactment (section 3) and a Schedule in precisely the same terms as those of the 29th section of the Great Northern Railway Act and of the Schedule to the said Act, and by the 5th section of their said Act of 1878 the Great Eastern Railway Company are enabled to raise for the purposes mentioned in the 3rd section and in the Schedule to the said Act such additional capital

41 & 42 Vict. c. xc.

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in shares or stock as they think fit, not exceeding £1,500,000, and to borrow (section 10) sums not exceeding £500,000:

And whereas it has been found that the objects of the said Acts may be best attained, and that it would conduce to the public convenience, if certain deviations from the lines authorised by the said Great Northern Railway (Spalding to Lincoln) Act, 1878, were made, and certain of the railways authorised by the said Act were abandoned, and certain additional lines were constructed, and that the provisions herein-after contained should be made for vesting in the two Companies jointly the portions of their several undertakings herein-after defined, and for the use by the Great Northern Railway Company of portions of the Great Eastern Railway, and for the use by the Great Eastern Railway Company of portions of the Great Northern Railway, and that the other provisions herein-after contained should be made with relation to the two Companies and their undertakings:

And whereas the difference in value of the portions of the undertaking to be transferred by the Great Eastern Railway Company to the Great Northern Railway Company, and the portions of the existing undertaking to be transferred by the Great Northern Railway Company to the Great Eastern Railway Company, has been ascertained, and it has been found and agreed by and between the two Companies that the sum of £415,000 will be due and shall be paid by the Great Eastern Railway Company to the Great Northern Railway Company in respect of such difference:

And whereas plans and sections showing the lines and levels of the railways authorised by this Act, and of the lands in or through which the same are to be made and maintained, and plans of the lands which the two Companies are by this Act empowered to acquire and appropriate, and also a book of reference to such plans 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 clerks of the peace for the parts of Holland and the parts of Kesteven in Lincolnshire, the county of the city of Lincoln, Cambridgeshire, the Isle of Ely, and Huntingdon respectively, and are herein-after respectively referred to as the deposited plans, sections, and book of reference:

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; (that is to say,)

Short title.

1. This Act may be cited as the Great Northern and Great Eastern Railway Companies Act, 1879.

Incorporation of general Acts.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.
26 & 27 Vict. c. 92

2. The Lands Clauses Consolidation Acts, 1845, 1860, and 1869;
The Railways Clauses Consolidation Act, 1845;
Part I. of the Railways Clauses Act, 1863 (relating to "construction of a railway"),
are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

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:

The expression "the railways" means the railways by this Act authorised;

The expression "the Act of 1878" means the Great Northern Railway (Spalding to Lincoln) Act, 1878;

The expression "the joint undertaking" means and includes the railways authorised by the Spalding to Lincoln Act, 1878, as varied by this Act, and the railways authorised by this Act, and the lands and property authorised to be taken for the purposes of the said two Acts respectively, and also the railways, stations, sidings, lands, and works herein-after expressly vested in the two Companies;

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

Power to execute works.

4. Subject to the provisions of this Act, the two Companies may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railways herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited book of reference, as may be required for that purpose. The railways herein-before referred to and authorised by this Act are—

A Deviation Railway (A) (11 miles 2·50 chains in length), situate wholly in Lincolnshire, commencing in the parish of Donington, in the parts of Holland, by a junction with the Railway No. 1 authorised by the Act of 1878, at or near a point shown as seven miles two chains on the plans of that railway deposited with the clerk of the peace for the parts of Holland with respect to

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the said Act, and terminating in the parish of Old Sleaford, in the parts of Kesteven, by a junction with the Boston, Sleaford, and Midland Counties line of the Great Northern Railway (which is hereafter called the Boston and Sleaford line), at about two hundred and forty yards eastward of the post marking eleven and a half miles on the said line. The said Railway (A) will be in substitution for so much of the Railway No. 1 described in the Act of 1878 as lies between the proposed junction therewith of Railway A and the prescribed termination of Railway No. 1 in the parish of Heckington, in the parts of Kesteven, and the Great Northern Railway Company may and shall abandon the formation of the portion aforesaid of Railway No. 1 between Quadring and Heckington.

A Deviation Railway (B) (4 miles 7 furlongs 3·4 chains in length) in the parts of Kesteven, commencing by a junction with the Railway (A) near the northern end thereof at Sleaford, in a field in the parish of Kirkby Laythorpe belonging or reputed to belong to the Marquis of Bristol, and terminating in the parish of Dorrington by a junction with the Railway No. 2 authorised by the Act of 1878, at a point shown as four miles six furlongs and five chains on the plans deposited with relation to the said Act. The said Railway (B) will be in substitution for so much of Railway No. 2 authorised by the Act of 1878 as lies between the authorised commencement of the said Railway No. 2 in the parish of Kirkby Laythorpe and the termination herein-before described of Railway (B), and the Great Northern Railway Company may and shall abandon the formation of the portion aforesaid of the said Railway No. 2 between Kirkby Laythorpe and Dorrington.

A Railway (C) (2 miles 8·8 chains in length) in the parts of Kesteven, wholly in the parish of New Sleaford, commencing by a junction with the said Boston and Sleaford line at a point about thirty yards west of the level crossing at the west end of Sleaford Station yard, and terminating by a junction with the intended Railway (B) on the south side of Bone Mill Lane.

A Deviation Railway (D) (7 miles 6 furlongs 1 chain in length), commencing in the parish of Potter Hanworth, in the parts of Kesteven, by a junction with the Railway No. 2 authorised by the Act of 1878, at a point shown as fourteen miles thirty-five chains on the said deposited plans, and terminating in the parish of Skellingthorpe by a junction with the loop line of the Great Northern Railway near the bridge carrying the said loop line over Junction Drain, otherwise Skellingthorpe Delph. The Railway (D) will be in substitution for so much of the autho-

rised Railway No. 2 as lies between the herein-before described commencement of Railway (D) and the authorised termination of Railway No. 2 in the parish of Canwick, and the Great Northern Railway Company may and shall abandon the formation of so much of the said Railway No. 2 as lies between the said points.

A Railway (E) (1 mile 1 furlong 3·30 chains in length), commencing in the parish of Washingborough by a junction with the loop line of the Great Northern Railway about two hundred and sixty yards west of the Washingborough Station, and terminating in the parish of Canwick by a junction with the intended Railway (D); provided that the Great Northern Railway Company alone shall construct, maintain, and work Railway (E).

A Railway (F) (7 furlongs 6·1 chains in length), commencing in the parish of Canwick by a junction with the said intended Railway (D) in a field in the occupation of John Dixon Lister, about fifty yards, measured in a north-westerly direction, from the north side of the public road leading from Lincoln to Washingborough, and terminating in the parish of Saint Mary-le-Wigford, in the city of Lincoln and county of the same city, by a junction with the Lincoln and Honington line of the Great Northern Railway.

A Railway (H) (2 furlongs 6·8 chains in length), being a short junction line wholly in the parish of Boultham, in the parts of Kesteven, commencing by a junction with the loop line of the Great Northern Railway, about eighty yards west of the signal box at the west end of the Great Northern Railway Company's goods yard on the Holmes at Lincoln, and terminating by a junction with the said intended Railway (D).

A Railway (I) (3 furlongs 1·12 chains in length), wholly in the county of Huntingdon, commencing in the parish of Brampton by a junction with the Great Northern Railway at or near the south face of the bridge carrying that railway over Nun's Brook, and terminating in the parish of Saint Mary Huntingdon by a junction with the Huntingdon and Saint Ives branch of the Great Eastern Railway.

A Railway (K) (3 furlongs 4·47 chains in length), wholly in the parish of Saint Mary Huntingdon, commencing by a junction with the said intended Railway (I), on the south side of a field belonging or reputed to belong to the Corporation of Huntingdon and the freemen of Huntingdon and occupied by the freemen of the borough of Huntingdon, and terminating by a junction with the Great Northern Railway.

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A Railway (L) (1 furlong 2·16 chains in length), wholly in the same parish, commencing by a junction with the Kettering, Thrapston, and Huntingdon line of the Midland Railway, at or near the north end of the bridge carrying that railway over Nun's Brook, and terminating by a junction with the intended Railway (I) in a field belonging or reputed to belong to the Earl of Sandwich.

A Railway (M) (1 mile 1 furlong and 8 chains in length), wholly in the county of Huntingdon, commencing in the parish of Saint Ives by a junction with the Cambridge and Saint Ives line of the Great Eastern Railway, and terminating in the parish of Holywell-cum-Needingworth by a junction with the Saint Ives and March line of the said company.

A Railway (N) (2 furlongs in length), wholly in the parish of Saint Ives, commencing by a junction with Railway (M), and terminating by a junction with the said Cambridge and Saint Ives line: Provided that if it shall be so agreed between the two Companies, the Great Eastern Company alone may construct, maintain, and work Railway (N): Provided also, that the Great Eastern Railway Company shall lay an additional line of railway on their railway between Saint Ives and Huntingdon, unless the two Companies shall agree to do the work at joint expense.

Power to purchase certain additional lands.

5. Subject to the provisions of this Act, the two Companies, in addition to the other lands which they are by this Act authorised to acquire, may enter upon and take compulsorily for the purposes of this Act and of their respective undertakings certain lands, which are delineated upon the deposited plans and described in the deposited book of reference, situate in the county of Cambridge, Isle of Ely, parish of Doddington, and chapelry of March, adjoining the west side of the Spalding and March line of the Great Northern Railway.

Lands for extraordinary purposes.

6. The quantity of land to be taken by the two Companies by agreement under the powers of this Act for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed five acres.

Period for compulsory purchase of lands.

7. The powers of the two Companies for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to cross certain roads on the level.

8. 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 two Companies may, in

the construction of the railway, carry the same with a single line only, whilst the railway shall consist of a single line, and afterwards with a double line only, across and on the level of the roads next herein-after mentioned; (that is to say,)

Designation of Railway.	No. on deposited Plan.	Parish.	Description of Road.
A	9	Donington - - -	Public.
"	19	Ditto - - - -	Ditto.
"	25	Ditto - - - -	Ditto.
"	12	Helpringham - - -	Ditto.
B	14	New Sleaford - - -	Ditto.
"	22	Ditto - - -	Ditto.
"	31	Leasingham - - -	Ditto.

Notice to be given of taking houses of labouring classes.

9. The two Companies shall, eight weeks at least before they take in any parish fifteen houses or more occupied either wholly or partly 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 two Companies shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Companies to procure accommodation for persons of the labouring class to be displaced.

10. Before taking in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers, who may for the time being be the occupier or occupiers of any house or part of any house which the two Companies are by this Act authorised to acquire, the two Companies shall (unless the two Companies and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons: Provided always, that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice; and the two Companies may, for the purpose of procuring such accommodation, appropriate any lands for the time being belonging to them or which they have power to acquire, and may purchase by agreement such further lands as may be necessary for such purpose, and may on such lands erect labouring-class dwellings, and may let or otherwise dispose of such lands and dwellings, and may apply for the purposes of this section or any of them any moneys they may have already raised or are authorised to raise.

Power to take easements, &c. by agreement.

11. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell or convey and release lands, may, if they think fit, subject to the provisions of that Act and of the Lands Clauses

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Consolidation Acts Amendment Act, 1860, and of this Act, grant to the two Companies any easement, right, or privilege, required for the purposes of this Act, in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

Penalty imposed unless the lines are opened within the time limited.

12. If the two Companies fail within the period limited by this Act to complete the railways, they shall be jointly and severally liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway in the completion of which default is made is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the said railways; and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act, 1854; and every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster General, on behalf of the Chancery Division of the High Court of Justice in England, in the bank specified in such warrant or order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Companies were prevented from completing or opening the said railway by unforeseen accident or circumstances beyond their control, provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

17 & 18 Vict. c. 31.

Application of penalty.

13. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railways or any portions thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the two Companies by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such

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manner and in such proportions as to the said Chancery Division may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the said Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom; provided that if either of the said Companies become insolvent and be ordered to be wound up, or if a receiver have been appointed in respect of such Company, then the portion of such penalty recovered from such Company as aforesaid shall wholly or in part (in the discretion of the said Chancery Division) be paid or transferred to such receiver or to the liquidator or liquidators of such Company, or be otherwise applied as part of the assets of such Company for the benefit of the creditors thereof.

Period for completion of works.

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

For protection of works of Black Sluice drainage.

15. For the protection of the Black Sluice Drainage Commissioners the two Companies shall be bound by the following provisions and conditions; (that is to say,)

(1.) Where the railway or any of the works shall pass over or by the side of or shall abut upon the South Forty Foot Drain, the Hammond Beck Drain, or any other drain belonging to, vested in, or under the control or jurisdiction of the Black Sluice Commissioners acting in execution of the Black Sluice Drainage Act, 1765, the Black Sluice Drainage Act, 1770, the Black Sluice Drainage Act, 1846, and the Black Sluice Drainage Amendment Act, 1849, every bridge, viaduct, culvert, tunnel, embankment, or other work of the two Companies (all which works are, as the case may require, included herein-after under the expression "the railway works") shall be so constructed as not in any way to contract or diminish the area of the waterways of such drains, or any or either of them, and so that the abutments, piers, or piles of the bridge supporting the said

5 G. 3. c. lxxxvi.
10 G. 3. c. xli.
9 & 10 Vict. c. ccxcvii.
12 & 13 Vict. c. lix.

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railway shall be situate outside and beyond the waterway, and the underside of the span of the arch thereof shall embrace and include the whole of the waterway, and in every case of a navigable drain the arch of the bridge shall include and embrace the roadways or haling-paths of such navigable drain as well as the waterway, and the headway of the arch shall in every such case be of such a height as not to impede or obstruct the free passage of boats or vessels usually navigating the said navigable drains within the Black Sluice drainage district, or the passage of horses along the roadways or haling-ways thereof, and the height of every such bridge shall, where the same is not herein specified, be determined by the said commissioners, their engineer or surveyor for the time being.

(2.) The bridge or viaduct for carrying the railway over the said South Forty Foot Drain shall be constructed so that the underside of the arch or headway of such bridge for its whole length across the drain shall be at least twenty-three feet above the level of the cill of the New Black Sluice at the outfall of the said South Forty Foot Drain in Skirbeck Quarter.

(3.) The passage or right of way of the said commissioners, their agents, tenants, servants, and workmen, boatmen, and other persons, and of horses, over or along the banks, roadways, or haling-paths of or belonging to the said navigable drains shall not be obstructed, and suitable arches, cattle creeps, or passages shall in every case be made under and not over the railway, wherever the same crosses the haling-paths of the said navigable drains, or any or either of them, and every such arch, cattle creep, or passage shall be not less than six feet in width and with a headway of seven feet at least, with proper approaches thereto on both sides.

(4.) The roadway of every passage for carrying the road or haling-path under the railway shall be properly drained and constructed of good, hard, and suitable material.

(5.) The railway works shall be so constructed that the same shall not weaken the banks or slopes of any of the drains or works of the commissioners, or impede or obstruct navigation or the free flow of the water therein, or the drainage of any of the lands in the Black Sluice Level or under the jurisdiction of the Black Sluice Commissioners, and shall be for ever thereafter kept and maintained in perfect order and condition by and at the cost of the two Companies.

Construction of bridges and works.

(6.) The details and mode of constructing all the railway works in any way affecting the drainage, navigation, or works of the Black Sluice Level, together with all necessary and contingent works, whether temporary or permanent, in connexion therewith, and as well those which are as those which are not specifically mentioned in this Act, but which are necessarily consequent upon or fairly implied by the several stipulations and conditions herein provided for, shall be executed in a proper and efficient manner to the reasonable satisfaction of the engineer for the time being to the commissioners, and in case of difference between the two Companies and the commissioners as to the construction or fitness of the works, or any of them, every such difference shall be settled by arbitration in the manner provided by the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration:

Companies to make good any injury occasioned by works of the Companies.

(7.) If at any time during the construction of the said railways or works, or after the same shall have been completed, any injury or damage shall be occasioned or arise to the banks or drains within the Black Sluice Level, or any of them, or to the navigation thereof, from or in consequence of the improper formation or improper or defective construction of the railway works, or any of them, or other works of or connected with the said railways, or any improper materials used in the construction thereof, the two Companies shall make good and repair such injury or damage immediately after the discovery thereof, and also make full compensation to the commissioners or other public body or person aggrieved for such injury or damage, and shall also execute such works for the prevention of any future injury or damage as shall be deemed necessary, and in case of difference as to the compensation to be made, or the works to be executed, or the period or manner in which the same shall be executed, such difference shall be settled by arbitration in the manner aforesaid.

Companies responsible for damage occasioned by their works.

(8.) The two Companies shall at all times be responsible to the owners and occupiers of lands interested in or connected with the drainage of lands effected by the said drains respectively for any damage or injury that may be done to any of the said lands within the jurisdiction and control of the commissioners in case of any breach of bank, or overflowing of the waters of any of the said drains respectively, or of any of the drains, skirths, and watercourses

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connected therewith, arising from or caused in or by the construction of any of the works of the two Companies, or by or through any neglect or default of the two Companies, or want of necessary repairs, and shall make full compensation to such owners or occupiers for such damage or injury, such damage and compensation to be ascertained in the manner provided by the Lands Clauses Consolidation Act, 1845, for ascertaining the amount of compensation payable in respect of lands purchased otherwise than by agreement.

Lands taken to continue liable to drainage taxes.

(9.) All lands within the Black Sluice Level which may be taken or used by the two Companies shall remain and be subject to all drainage or bank taxes, rates, or charges as now are or hereafter shall or may be imposed thereon under or by virtue of any Act or Acts of Parliament already passed or which may be hereafter passed relating to the Black Sluice Level, in the same manner and to the same extent as if this Act had not been passed, or as if such lands had not been taken or used by the two Companies, and such taxes, rents, and charges respectively, and any penalty or penalties that may be incurred by non-payment thereof at the appointed time or times, shall be recoverable by and under the powers and provisions of any Act or Acts of Parliament under which the same lands have been or shall be rated, assessed, taxed, or charged.

Reserving right of drainage over Black Sluice Level.

(10.) Except as in this Act expressly enacted, nothing herein contained shall take away, lessen, or interfere with any of the rights, powers, or authorities now vested in or belonging to or enjoyed by the said commissioners or any other body or person for varying, altering, enlarging, or diverting any existing bridges, tunnels, cuts, drains, or watercourses used for the drainage of any lands within the Black Sluice Level, or any of them (herein-after called drainage works), or to prevent or restrain the making of any new drainage works, but all such rights, powers, or authorities shall (except as aforesaid) remain in as full force and effect as if this Act had not been passed; and if the said commissioners or other body or person shall be liable to make any compensation to any person for any damage or injury occasioned by varying, enlarging, or diverting any existing drainage works or making any new drainage works to any greater extent or amount than they would have been liable to if the said railway had not been made, all such extra compensation rendered necessary by reason of the con-

struction of the said railway shall be borne by the two Companies, and shall be paid by them to the commissioners or other body or person who shall have paid or be liable to pay the same: Provided always, that in so varying, altering, enlarging, or diverting any of the existing drainage works as aforesaid, nothing shall be done to impede or interfere with the use of the railway and works hereby authorised, or the traffic thereon, for any greater length of time or in any other manner than shall be necessary for the execution of such works, and any extra cost of such works occasioned by reason of the construction of the railway hereby authorised shall also be borne by the two Companies, and be paid by them to the commissioners or other body or person who shall have incurred the same.

Protecting drainage by the River Witham.

16. And whereas the line of the said Railway D is intended to pass over the stream called Sincil Dyke, in the parish of Saint Botolph, in the city of Lincoln, immediately south of the Little Gowts Drain, and is intended also to pass over the River Witham in the same parish about midway between the Great Gowts and Little Gowts drains, within the jurisdiction and control of the General Commissioners for Drainage by the River Witham, and it is necessary to make provision for preserving the drainage of the fen lands and low grounds draining by the said streams: Be it therefore enacted as follows:

(1.) In constructing and maintaining the said Railway D where the same shall pass over the said Sincil Dyke and the River Witham at the places before mentioned, it shall not be lawful for the two Companies to contract or diminish the waterway of the same streams respectively, or do any act by which the passage of the waters along the said Sincil Dyke or by the River Witham shall during floods or at any other time be impeded or obstructed.

(2.) In carrying the railway over the said Sincil Dyke and River Witham at the places before mentioned the two Companies shall and they are hereby required to construct and maintain, at their own risk and expense, and subject to the approval of the General Commissioners for Drainage by the River Witham, viaducts or bridges extending from bank to bank of the said Sincil Dyke and River Witham respectively with a clear opening or waterway of not less than thirty feet, measured at right angles to the direction of the said streams, and extending above the maximum flood level.

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And whereas the line of the said Railway (E) is intended to pass over the stream called the South Delph, in the parish of Washingborough, in the said county of Lincoln, and it is necessary to make similar provisions for preserving and maintaining the drainage of the River Witham and by the said South Delph: Be it also enacted as follows:

Protecting South Delph.

(1.) In constructing and maintaining the said Railway (E) where the same shall pass over the said South Delph at the place before mentioned, it shall not be lawful for the two Companies to contract or diminish the waterway of the said stream, or to do any act by which the passage of the waters along the said South Delph during floods or at any other time shall be impeded or obstructed.

(2.) In carrying the said last-mentioned railway over the said South Delph at the place last before mentioned, the two Companies, at their own expense, shall and they are hereby required, subject to the approval of the General Commissioners for Drainage by the River Witham, to construct and maintain a viaduct or bridge extending from bank to bank of the said South Delph with a clear opening or waterway of not less than forty feet, measured at right angles to the direction of the said stream, and extending above the maximum flood level.

Saving rights of the General Commissioners for Drainage by the River Witham.

Nothing herein contained shall in any manner alienate, prejudice, alter, lessen, interfere with, or impede the exercise of any of the rights, interests, powers, privileges, or authorities whatsoever now exercised by or vested in the General Commissioners for Drainage by the River Witham, or their officers or servants, save and except so far as the same rights, interests, powers, privileges, or authorities are intended to be altered or interfered with by this Act for the purpose only of executing and maintaining the said undertaking, or the said several works connected therewith or relating thereto, in manner herein-before mentioned.

For protection of Midland Railway Company.

17. In constructing and maintaining the works authorised by this Act where they will affect the Midland Railway, the two Companies shall be subject to the following conditions; videlicet,

(1.) All works crossing or affecting the Midland Railway or the Kettering, Thrapstone, and Huntingdon Railway shall be executed at the expense of the two Companies under the superintendence and to the reasonable satisfaction of the principal engineer of the Midland Railway Company, and according to plans and specifications to be previously submitted to such engineer and approved by him in

writing; provided that if such engineer shall not have expressed his approval or disapproval of the said plans and specifications within one month after the same shall have been submitted to him, he shall be deemed to have approved thereof.

(2.) The bridge carrying Railway (D) over the Midland Railway in the parish of Boultham shall be constructed in one span or opening of not less than fifty feet in width, with a clear headway of not less than fourteen feet six inches.

(3.) All works shall be constructed and maintained so that the traffic upon the Midland Railway shall not be in anywise impeded or interfered with, and such maintenance shall be effected under the superintendence and to the reasonable satisfaction of the engineer of the Midland Railway Company, and in all things at the expense of the two Companies.

(4.) If by reason of the construction or maintenance of the works, or any of them, or the failure of any of the works, or of the maintenance thereof, or otherwise, the Midland Railway, or the works connected therewith, shall be injured or the traffic thereon impeded, the two Companies shall compensate the Midland Railway Company for all costs to which that company may be put in repairing the said damage, and shall also pay by way of liquidated damages to the Midland Railway Company ten pounds for every hour during which such traffic shall be impeded.

(5.) The two Companies shall also indemnify the Midland Railway Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on their railway, or by reason of any accident on the said railway, which interruption or accident shall have been occasioned by the acts or defaults of the two Companies, or any of their contractors, or their respective servants or workmen.

(6.) The two Companies shall not acquire any estate or interest in the lands and property of the Midland Railway Company, or of the Kettering, Thrapstone, and Huntingdon Railway Company, other than an easement or right of constructing or maintaining therein the works by this Act authorised.

(7.) The amounts to be paid for the acquisition of such easement shall be settled in the manner provided by the Lands Clauses Consolidation Act, 1845, with respect to the purchase of lands otherwise than by agreement.

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For the protection of the Corporation of Lincoln.

18. For the protection of the mayor, aldermen, and citizens of the city of Lincoln, in this section called "the corporation," the following provisions shall have effect; (that is to say,)

(1.) In constructing the Railways D, E, and F through the fields in the parish of Canwick respectively numbered on the deposited plans 9, 15, and 17 with respect to Railway D, 28 and 29 with respect to Railway E, and 19, 20, and 30 with respect to Railway F, the two Companies shall carry those several railways as far to the north of their course as shown on those plans as the limits of deviation will admit of.

(2.) The two Companies shall construct and maintain in each of the said fields numbered respectively 9 and 17, at such points therein as shall be determined by the engineer to the corporation, an accommodation bridge with an opening of not less than ten feet and a headway of fourteen feet.

(3.) The Great Northern Railway Company will not offer any obstruction to the corporation constructing at their own cost an occupation road with bridges across the River Witham and the Sincil Dyke, and crossing the Great Northern loop line by a level crossing to be approved of by the Board of Trade, so as to enable the corporation to gain access to any lands they may acquire in Greetwell for a sewage farm. Such level crossing shall be maintained in repair by the Great Northern Railway Company at the cost of the corporation.

(4.) The Great Northern Railway Company shall at their own cost construct and maintain a siding, with all necessary signals, works, and conveniences connected therewith, from some convenient point on the Great Northern Railway to the pumping station of the corporation in the parish of Canwick, so as to allow of the passage of trucks from and to the said railway to and from the said pumping station, subject to such reasonable regulations as the Great Northern Railway Company may prescribe, and the Company shall at their own cost provide all necessary signalmen, watchmen, and others for properly protecting the said siding.

(5.) The two Companies shall construct and maintain under Railway D a bridge of sufficient dimensions to enable the outfall sewer of the corporation to pass under that railway. The site of the said bridge shall be determined by

the engineers of the two Companies and of the corporation within twelve months after the passing of this Act.

(6.) The said sewer shall be constructed and maintained under the said railway according to plans and sections to be previously submitted to and reasonably approved by the engineers of the two Companies.

(7.) The two Companies shall also construct and maintain for the use of the corporation all such other accommodation works as may be reasonably required.

(8.) If any difference arise between the corporation and the two Companies, or either of them, touching anything to be done or not to be done under this section, such difference shall be determined by an engineer to be appointed (unless otherwise agreed on between the parties in difference) by the Board of Trade, and the provisions of the Railways Companies Arbitration Act, 1859, shall extend to such arbitration as though the corporation were a railway company. 22 & 23 Vict. c. 59.

Tolls on railways.

19. The two Companies may demand and take in respect of the railways authorised by this Act the same tolls and charges as are authorised to be received for and in respect of the Great Northern Railway by virtue of the Great Northern Railway and East Lincolnshire Railway Acts Amendment Act, 1850; provided that in respect to the Railways M and N herein-before described the Companies may demand and take the same tolls as the Great Eastern Company are authorised to demand and take in respect of the use of the Cambridge and Saint Ives Railway. 13 & 14 Vict. c. lxi.

Transfer to two Companies of Spalding to Lincoln Railway.

20. The railways and works authorised by the said Act of 1878 as the same are modified by this Act, and all the lands which before the passing of this Act may have been acquired or contracted for by the Great Northern Railway Company with respect to the same, and the benefit of all contracts which before the passing of this Act may have been made by the same Company with respect to the same railways, and all powers, rights, privileges, and authorities granted to the said Company by the Act of 1878 relating to the said railways, or any of them, for the construction and maintenance of the same, and the use and management thereof, and the taking of lands for the purposes thereof, and the taking tolls in respect thereof, and all duties, penalties, and liabilities imposed upon or which had been incurred by the same Company with relation thereto, are by this Act transferred to and vested in and

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imposed on the two Companies jointly and equally as joint owners, and as though the power to make and maintain the same railways had been originally granted to the said two Companies jointly and equally.

Transfer to two Companies of certain existing railways.

21. So soon as the railways authorised by the Act of 1878 as varied by this Act are opened for public traffic, the Great Eastern Railway Company shall pay to the Great Northern Railway Company the said sum of four hundred and fifteen thousand pounds, and thereupon the following railways, in which term are included all stations (except the stations at Huntingdon, Spalding, Sleaford, Lincoln, Doncaster, Saint Ives, and March, which are herein-after separately provided for), warehouses, works, and conveniences, lands, tenements, and hereditaments connected with or acquired for the purpose of the said railways, and all powers granted to or exerciseable by either of the two Companies with relation to the same, whether for the taking of lands, construction and maintenance of works, taking of tolls, or otherwise, and all rights, duties, and liabilities connected with the said railways, including the lands, property, interest, rights, duties, and obligations of the Great Northern Railway Company in relation to the Channel of Fosdyke and the navigation thereof under the several indentures and documents mentioned in the schedule to this Act, shall by virtue of this Act be transferred to, vested in, and imposed on the two Companies jointly and equally as portions of the joint undertaking, and shall thenceforward be exercised, enjoyed, performed, and observed by them accordingly.

The said railways are the following; (that is to say,)

The Saint Ives and Huntingdon line of the Great Eastern Railway Company, commencing at the junction therewith of the Saint Ives and March Railway near the Saint Ives Station, and terminating at a point about fifty chains, measured in a westerly direction along the said line, from the Huntingdon Station of the Great Eastern Railway Company:

So much of the Saint Ives and March line of the Great Eastern Railway Company as lies between the junction therewith of the Ely, Haddenham, and Sutton Railway (extension to Saint Ives) and the junction of the said Saint Ives and March line with the Ely and Peterborough line of the Great Eastern Railway Company near the March Station:

The March and Spalding line of the Great Northern Railway Company, commencing at the junction of the said line with the March and Wisbeach line of the Great Eastern Railway

Company near the March Station, and terminating at the junction of the said March and Spalding line with the loop line of the Great Northern Railway Company near Spalding Station:

So much of the loop line of the Great Northern Railway as lies between the termination of Railway (D) herein-before authorised and the junction of the said loop line with the Manchester, Sheffield, and Lincolnshire Railway near the north-east end of the bridge carrying the last-named railway over the River Trent:

So much of the Doncaster and Gainsborough line of the Great Northern Railway as lies between the junction thereof with the Manchester, Sheffield, and Lincolnshire Railway near the south-west end of the said bridge over the River Trent and the junction of the said Doncaster and Gainsborough line with the main line of the Great Northern Railway at Black Carr, near Doncaster:

Provided that the two Companies may agree by writing under their common seals that the provisions of this section may come into operation at any earlier period than the said opening for public traffic.

As to stamp duty.

22. Within three months from the date of any such transfer or vesting, the Companies shall produce to the Commissioners of Inland Revenue a deed of conveyance in respect of the interest transferred to them, in which the purchase or consideration money shall be fully and truly stated and set forth, and which deed shall be duly stamped with the full and proper ad valorem stamp duty in respect of the consideration for the said transfer; and if the Companies shall not within the said period produce to the said Commissioners such deed of conveyance duly stamped as aforesaid, the ad valorem stamp duty, with interest thereon at the rate of five pounds per centum per annum from such transfer or vesting to the day of payment, shall be recoverable from the Companies, or either of them, with full costs of suit, and all costs and charges attending the same.

Railways to be abandoned.

23. Beside the portions of railway herein-before authorised to be abandoned, the Great Northern Railway Company may abandon the formation of the following railways authorised by the said Act of 1878; namely,

Railway No. 3, wholly in the parts of Kesteven, commencing in the parish of Old Sleaford, and terminating in the parish of Kirkby Laythorpe;

Railway No. 4, commencing in the parish of Canwick, and

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terminating in South Common or Canwick Common, in the city of Lincoln; and

Railway No. 5, commencing in South Common, and terminating in the parish of Skellingthorpe, in the parts of Kesteven.

Compensation for damage to land by entry, &c. for purposes of railways and portions of railways abandoned.

24. The abandonment under the authority of this Act of the railways and portions of railways authorised by the Act of 1878 shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Great Northern Railway 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 the said railways and portions of railways, and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the said Company to receive compensation for such temporary occupation, or for any loss, damage, or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act, 1845, or the Act of 1878.

Compensation to be made in respect of railways or portions of railways abandoned.

25. Where before the passing of this Act any contract has been entered into or notice given by the said Company for the purchasing of any land for the purposes of or in relation to any of the railways or portions of railways or works authorised to be abandoned by this Act, the Great Northern Railway Company shall be released from all liability to purchase or to complete the purchase of any such lands; but, notwithstanding, full compensation shall be made by the two Companies 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 Consolidation Act, 1845, as amended by any subsequent Act, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Use by Great Eastern Company of bridge over Trent at Gainsborough.

26. The Great Eastern Railway Company may use with their own engines, carriages, and servants, and upon such terms and conditions, pecuniary and otherwise, as, if not agreed upon between that Company and the Manchester, Sheffield, and Lincolnshire Railway Company, shall be settled by arbitration, so much of the railway of the last-named company at Gainsborough as lies between the junction of that railway with the Lincoln and Gainsborough line near the north-east end and the junction of the same railway with the Doncaster and Gainsborough line near the south-west end of the

bridge carrying the Manchester, Sheffield, and Lincolnshire Railway over the River Trent, including the said bridge.

Running powers to Great Eastern Railway Company.

27. The Great Eastern Railway Company may use with their own engines, carriages, and servants the stations of the Great Northern Railway Company, including therein sidings, warehouses, watering-places, cattle-pens, works, and conveniences connected therewith respectively, at Huntingdon, Spalding, Sleaford, Lincoln, and Doncaster, and the portions following of the Great Northern Railway; namely,

So much of the loop line of the Great Northern Railway as lies between the junction therewith of the Spalding and March Railway and the authorised commencement of the said Railway No. 1;

So much of the Boston and Sleaford Railway at Sleaford as lies between the termination of Railway (A) and the commencement of Railway (C);

So much of the Great Northern Railway at Lincoln as lies between the termination of Railway (F) and the termination of Railway (D);

And also so much of the main line of the Great Northern Railway between Black Carr Junction and Askern and Shaftholme as may be necessary to give the Great Eastern Railway Company access to the Manchester, Sheffield, and Lincolnshire Railway, the Lancashire and Yorkshire Railway, and the North-eastern Railway respectively;

And if needful the Great Northern Railway Company shall construct and maintain such additional lines as may with the existing lines be necessary to provide four running lines between Black Carr Junction and Doncaster Station.

Running powers to Great Northern Railway Company.

28. The Great Northern Railway Company may use with their own engines, carriages, and servants the stations of the Great Eastern Railway Company, including therein sidings, warehouses, watering-places, cattle-pens, works, and conveniences connected therewith respectively, at Saint Ives and March, and the portions following of the Great Eastern Railway Company; namely,

So much of the Ely and Peterborough Railway of the Great Eastern Railway Company and so much of the March and Wisbeach Railway of the Great Eastern Railway Company as lie between the junction therewith of the Saint Ives and March Railway and the junction therewith of the March and Spalding Railway of the Great Northern Railway Company;

And so much of the Saint Ives and March Railway of the Great Eastern Railway Company as lies between the junctions there-

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with of the Saint Ives and Cambridge Railway of that Company and the Ely, Haddenham, and Sutton Railway (extension to Saint Ives);

And so much of the said Saint Ives and Cambridge Railway as lies between the junction therewith of the said Saint Ives and Huntingdon Railway and the commencement of Railway (M).

Time when running powers shall commence.

29. The running powers and powers of user by this Act granted to the two Companies with respect to portions of their several undertakings shall not come into operation until payment has been made of the said sum of four hundred and fifteen thousand pounds, unless the two Companies otherwise agree in writing under their common seal.

As to payments in respect of running powers.

30. The joint committee herein-after mentioned shall pay to the Company owning the said stations and portions of railway in respect of the user and running powers exercised under the authority of this Act such sum or sums of money by way of annual rent, terminal proportion of receipts, or otherwise, as may from time to time be agreed upon by the two Companies, or, in default of agreement, settled by arbitration in the manner provided by the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration; provided that for the use of the Great Northern main line between Black Carr Junction and Askern or Shaftholme the Great Northern Company shall be entitled to receive a mileage proportion after deduction of terminal for traffic beginning or ending at Doncaster as for three miles, and for traffic from Black Carr Junction to Askern or Shaftholme Junction as for seven miles.

Byelaws to be observed.

31. The two Companies in using the said stations and conveniences, and in using or traversing the said portions of railway respectively in accordance with the provisions herein-before mentioned, shall at all times observe the regulations and byelaws for the time being in force on the undertaking so used, so far as such byelaws shall be applicable to the Company exercising the said powers.

Purchase of additional lands by agreement.

32. Each of the two Companies, for the purposes of any goods station which such Company is or may be desirous of establishing for its own purposes in connexion with the joint undertaking, may appropriate and use any lands for the time being belonging to or authorised to be acquired by such Company, and not required for the purposes for which the same have been or are authorised to be acquired.

As to agreements.

33. The two Companies may from time to time enter into agreements with respect to the payments to be mutually made by them under any of the provisions of this Act, and with respect to the

working, use, management, construction, and maintenance, and the mutual supply of rolling stock and machinery, and of officers and servants, for the conduct of the traffic of "the joint undertaking," and also with respect to the use and management by the two Companies of the portions of their respective undertakings over which running powers and powers of user are by this Act mutually granted, and the accommodation and forwarding of their respective traffic upon and over the "joint undertaking" and such portions of their respective undertakings, and the fixing, collection, and apportionment of the tolls, charges, and other revenue arising therefrom, and with respect to the payments to be made and the conditions to be performed with relation to all or any of the matters aforesaid, and may from time to time vary such agreements.

Appointment of joint committee.

34. All the powers herein-before conferred on or vested in the two Companies jointly with respect to the said joint undertaking, and for the entering upon and taking of lands for the purposes thereof, and with respect to the maintenance and management of the joint undertaking, and the levying of tolls and charges in respect of the use thereof, shall be vested in a joint committee to be called the "Great Northern and Great Eastern Joint Committee."

Constitution of joint committee.

35. Within one month after the passing of this Act the directors of the Great Northern Railway Company shall nominate and appoint in writing under the hand of their chairman or secretary five persons, of whom the chairman and deputy chairman for the time being of that Company shall be two, and the directors of the Great Eastern Railway Company shall within the same period in like manner nominate and appoint five persons, of whom the chairman and deputy chairman for the time being of that Company shall be two, and such ten persons shall form the joint committee, and shall remain in office until they respectively die, resign, or are removed by the directors by whom they were nominated, and their places shall befilled or they may be re-appointed by the same means by which the original appointments were made, and all the powers vested in them by this Act may be exercised by them in the name of the committee, and the expression "the promoters of the undertaking" in the Lands Clauses Consolidation Act, 1845, and the expression "the company" in the Railways Clauses Consolidation Act, 1845, shall for the purposes of the joint undertaking mean and apply to the committee.

As to vacancies in committee.

36. The two Companies may from time to time in like manner at their pleasure remove the members of the committee so nominated by them respectively, and may in like manner respectively fill up the vacancies occurring among such members by removal, death, or resignation, and no act done by the committee shall be

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invalidated because of any alleged or real want of authority on the part of the said chairman or secretary to sign such appointment.

Incorporation of joint committee.

37. The said committee and their successors from time to time appointed under the provisions of this Act are hereby, for the purpose of exercising the powers and performing the duties vested in them by this Act, incorporated by the name of "The Great "Northern and Great Eastern Joint Committee," and by that name shall be one body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property.

Meetings of committee.

38. The committee shall hold its meetings at such place as it may from time to time determine upon, and four shall be a quorum thereof, and the chairman of each meeting shall be elected alternately from the members representing each of the said Companies, if any such member be present at the commencement of such meeting, and unless otherwise unanimously agreed on at any such meeting for that meeting; and the representatives of each of the two Companies shall only have one vote amongst them, and the chairman shall not have a casting vote: Provided that the committee shall not proceed to business unless each Company is represented at the meeting.

As to settlement of disputes.

39. The committee shall at their first meeting in every year appoint some person as arbitrator for the ensuing year, and if any question shall at any time arise in the committee concerning which question the member or members present representing the one Company differ from the member or members present representing the other Company, the matter in difference shall, if so desired by the member or members present representing either Company, be from time to time referred to the said arbitrator, or in default of the appointment of such arbitrator by the committee, then to an arbitrator to be nominated by the Board of Trade on the application of either of the Companies, and the arbitrator may, on application made to him by the members of the committee representing either of the said Companies, attend at any meeting of the committee and summarily decide any such matter in difference, and every award or decision of such arbitrator shall be final with respect to the matters submitted to him, and the said committee or the Board of Trade, as the case may be, may fix the remuneration to be paid to such arbitrator: Provided always, that if any matter which may have been referred to the arbitrator shall be left undecided by him at the expiration of his year of office, the same matter shall be decided by the said arbitrator, and his decision shall be binding although he may no longer fill the said office.

Standing arbitrator.

Functions of committee.

40. The committee shall have the direction of the joint undertaking, and they may appoint, remunerate, and at their pleasure remove such officers, clerks, and servants as they may deem needful for the purposes thereof, and they shall cause proper books of account to be kept containing accurate statements of the receipts and expenditure touching the joint undertaking and connected with the traffic thereon, as well as books in which shall be entered the minutes of all proceedings at every meeting of such committee.

Funds for construction, &c.

41. In order to provide funds for the construction of the railways and portions of railways which constitute a portion of the joint undertaking, and the acquisition of the lands required for the same, and for the repair of so much of the joint undertaking as consists of railways and works existing at the time of the passing of this Act, and for the management, maintenance, and repair of the joint undertaking, and for otherwise carrying on the business of the committee until adequate revenue shall be derived from the joint undertaking, the following provisions shall have effect; namely,

The committee shall from time to time, in a minute, estimate the amount of moneys required by them for the above purposes, and shall fix the times at which such moneys are to be paid to their bankers or treasurer, and copies of every such minute, signed by the chairman of the meeting at which such minute was made and by the clerk of the committee, or by the arbitrator and clerk, shall be sent with all convenient despatch to the secretaries of the two Companies respectively, addressed to the principal offices of the same Companies.

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

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

The Company which, in pursuance of the foregoing provisions, shall have made the required payment, may recover from the Company in default the moneys so due by action of debt in any court of competent jurisdiction, and it shall be sufficient in any

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such action to produce the minute book containing the estimate on which the claim is founded, and to prove that a copy of the said minute duly authenticated was sent to the secretary, addressed at the principal office of the Company in default, and that the sum mentioned in the said minute has not been paid.

Disposal of revenue.

42. The committee shall receive all the tolls, rents, rates, and charges, and all other the revenue arising from or out of the joint undertaking or connected therewith, and shall devote the same in the first instance to paying the salaries, charges, rents, allowances, and expenses incident to the working, control, management, maintenance, and repair thereof, and the balance of net revenue remaining in the hands of the committee at the end of every half year, after making such payments as aforesaid, shall be handed by them to the said two Companies in equal proportions ; provided that such committee may account to the said Companies either monthly or quarterly for all balances of net profits.

Expenses of managing joint undertaking.

43. If the revenue so coming to the hands of the committee shall be insufficient for the purpose of defraying the salaries, charges, rents, allowances, and expenses incident to the working, control, management, maintenance, and repair of the joint undertaking, and payments for running powers, each of the said two Companies shall from time to time, upon demand thereof by the committee, pay to the committee in equal proportions the amount declared by them to be required for the purpose aforesaid, whether in anticipation of future payments or in liquidation of payments already made, and the foregoing provisions as to funds for construction, management, maintenance, and repair shall extend and apply to the sums so declared to be required.

Two Companies to pay certain sums for additions, &c. to certain parts of the joint undertaking.

44. For the purpose of enabling the joint committee to make such additions to and improvements as they may consider necessary in those portions of the joint undertaking which consist of the existing railways and works of the two Companies, each of the two Companies, in addition to any other moneys payable by the two Companies under the provisions of this Act, shall from time to time, upon demand by the committee, pay to the committee in equal proportions the amount declared by them to be necessary for the purpose aforesaid, and the foregoing provisions as to funds for construction, management, maintenance, and repair shall, mutatis mutandis, extend and apply to the sums so declared to be required, provided that the total amount of the sums payable by the two Companies for the purposes of this section shall not exceed one hundred thousand pounds.

Actions, &c. with respect to joint undertaking.

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

Extending certain provisions of 8 & 9 Vict. c. 16.

46. The following sections of the Companies Clauses Consolidation Act, 1845, shall be incorporated with and form part of this Act, and the expression "the directors" in the said sections mentioned shall in this Act mean the said committee, and the expression "the company" in the hundredth section shall mean the two Companies or either of them:

Section 97, with respect to the making of contracts;

Section 98, with respect to the entry of proceedings;

Section 99, with respect to informalities in appointment of directors;

Section 100, with respect to the personal liability of directors;

Sections 109 to 114, with respect to the accountability of officers of the company;

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

Sections 161 and 162, with respect to access to the special Act.

Two Companies to have equal rights in respect of joint undertaking.

47. The two Companies shall have equal rights each with the other in all respects as to working over and using and may work over and use the joint undertaking, and the works, stations, and conveniences thereof, and no advantage shall be given to either Company to the prejudice of the other; provided that the rates to be paid by each Company to the joint committee for the conveyance by that Company of traffic over the joint undertaking, in addition to the usual terminal or such other terminal as may from time to time be agreed or settled by arbitration, shall be the mileage proportion attributable to the joint undertaking of the gross receipts of the carrying Company from the traffic so carried by that Company over the joint undertaking, after deducting from such gross receipts (first) the usual Clearing House terminals arising thereon, and also paid-ons, paid-outs, proportions paid or due to other companies, and

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Government duty, and any similar deductions, and (secondly) from the net sum thereby ascertained such a sum for working expenses as shall be agreed upon between the two Companies, or, failing agreement, as shall be settled by arbitration in manner provided by the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration.

Joint committee to fix tolls, &c.

48. Subject to the provisions herein-before contained as to the use of the joint undertaking by the two Companies, and as to the payments to be made to the Great Northern Railway Company for the use of the Great Northern main line between Black Carr Junction and Askern or Shaftholme, the tolls, rates, and charges to be demanded and taken in respect of the use of the joint undertaking, and of the portions of railway of the two Companies over which reciprocal running powers are herein-before granted, shall from time to time be fixed by the joint committee, subject nevertheless to the restrictions herein-before contained as to the amount thereof; provided that each Company shall have the absolute power of fixing its own fares, rates, and charges, not exceeding the fares, rates, and charges herein-before authorised, for the conveyance of traffic over the joint undertaking and over the said portions of railway, and passing on to or over any part of the other lines of either of the two Companies, or on to or over the lines of other companies, and of traffic between places for which an alternative route exists for one of the Companies wholly or in part independent of the joint undertaking.

Two Companies may apply their funds.

49. It shall be lawful for the two Companies to apply towards the purposes of this Act any of the moneys which they are by the recited Acts of 1878 authorised to raise, or any funds over which they have control or which they may raise, and which are not required for the purposes for which they are authorised.

Companies not exempt from provisions of present or future general Railway Acts.

50. Nothing in this Act contained shall exempt the two Companies or the railways from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels.

Expenses of Act.

51. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, including all moneys payable for and in relation to the said deed of conveyance and the stamping thereof, shall be paid by the two Companies equally.

SCHEDULE referred to in the foregoing Act.

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Indenture of lease between Richard Ellison of the one part and the Great Northern Railway Company of the other part.	1846. 21 December.
Declaration by and under the hand of the said Richard Ellison.	1846. 21 December.
Indenture or deed of covenant between the said Richard Ellison of the first part, Richard Bethell of the second part, and the Great Northern Railway Company of the third part.	1846. 21 December.
Indenture or deed of conveyance between the said Richard Ellison of the one part and the Great Northern Railway Company of the other part.	1847. 16 January.

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